

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY JUNE 18, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of June 4, 2019.
- D. Hearings.
- E. Organizational:
The following are Mayoral appointments for Common Council confirmation:
 - 1. Alderman Steve Taylor - Civic Celebrations Committee – (2 year term expiring 6/30/21).
 - 2. Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 6 – Economic Development Commission (2 year term expiring 6/30/21).
 - 3. Michael Soto, 6749 W. Harvard Drive, Ald. Dist. 5 – Economic Development Commission (2 year term expiring 6/30/21).
 - 4. David Woznicki, Jr., 4125 W. McGinnis Dr., Ald. Dist. 4 – Board of Public Works (3 year term expiring 4/30/22).
 - 5. Charles Porter, 7946 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 4/30/22).
 - 6. Ann Adamski, 7825 S. Stonebrook Ct., Ald. Dist. 3 – Civic Celebrations Commission (3 year term expiring 4/30/22).
 - 7. Wendy Knackert, 9049 S. 83rd St., Ald. Dist. 1 – Civic Celebrations Commission (3 year term expiring 4/30/22).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Donation to the Franklin Police Department from Mira Kresovic in the Amount of \$50 and a Donation from Rose Spang in the Amount of \$100 to be Deposited into the K9 Donation Account.
 - 2. Purchase of Squad Car for the Police Department.
 - 3. Project Updates for Ballpark Commons.
 - 4. Quarry Use and Operations Planned Development District Ordinance Nos. 23 and 24 Standards Pertaining to Blasting and for Potential Amendments to the Ordinances.
 - 5. Provision of the Approved Kayla’s Playground Ambassador Program Manual to the Common Council.
 - 6. A Resolution Appointing Bond Trust Services Corporation to Serve as Fiscal Agent in Connection with the General Obligation Refunding Bonds, Series 2016A, Dated April 20, 2016.

7. A Resolution Authorizing Certain Officials to Execute a First Amendment to Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc. Mixed-Use Development Generally Located to the North and South of West Loomis Road, South of West Ryan Road, West of South 112th Street, East of South 124th Street, and North of West Oakwood Road, Franklin, Wisconsin.
8. An Ordinance to Amend Ordinance 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for the City of Franklin for Fiscal Year 2019 to Establish a 2019 Budget for TID 7 Velo Village.
9. Request to Extend Water and Sewer Service to 8930 S. 116th Street.
10. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Boris Strbac, Star Trucking LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
11. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Residential Property Damage Repair Business Performing Fire and Water Damage Repairs Use Upon Property Located at 10700 West Venture Drive, Suite F (Justin Johnson, President of Action PDR, Inc., Applicant).
12. A Resolution Conditionally Approving a 2 Lot Certified Survey Map Being a Part of the Southeast ¼ of the Southeast ¼ of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Wyndham Homes LLC, Owner), (3031 West Forest Hill Avenue).
13. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow for the Installation of a 125 Foot Telecommunications Tower Monopole at Andy's Gas Station Property Located at 5120 West Ryan Road Bearing Tax Key No. 882-9999-002 (United States Cellular Operating Company LLC, Applicant).
14. A Resolution to Award Contract for the Construction of the Pleasant View Pavilion in Pleasant View Park at 4901 W. Evergreen Street (Project 2019-3) to Ray Stadler Construction Co. in the Amount of \$544,000.
15. A Resolution to Authorize Amendment 2 to a Professional Services Agreement with Ruckert & Mielke, Inc. for the Ryan Creek Interceptor Odor Reduction Study in the Amount of \$45,497.
16. Authorization to Pursue a Professional Services Agreement and Scope of Services for Parkland Acquisition.
17. Approval of Tentative Agreements Between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 and Authorization to Execute a Labor Agreement and Incorporating Those Tentative Agreements.
18. Appointment of Temporary Plumbing Supervisor.
19. Intent to Request Proposals for Demolition of Structures and Removal of Debris at 8661 W. Loomis Road.
20. Award for Contract for the City Hall Roof, HVAC and Fascia Wood Replacement Project to Selzer-Ornst Construction Company, the Lowest Responsible Bidder.
21. Award of Common Council Sound and Video System Upgrade to Metro Sound and Video.

22. Capital Outlay Fund Expenditures Coming From the “Planned Spending Pending Additional Consideration” Appropriation.
23. Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for Non-Represented Employees.
24. A Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2018.

H. Bills.
Request for Approval of Vouchers and Payroll.

I. Licenses and Permits.
Miscellaneous Licenses from License Committee Meetings of June 18, 2019.

J. Adjournment.

*Notice is given that a majority of the Quarry Monitoring Committee may attend this meeting to gather information about an agenda item over which the Quarry Monitoring Committee has decision-making responsibility. This may constitute a meeting of the Quarry Monitoring Committee, per State ex rel. Badke v. Greendale Village Board, even though the Quarry Monitoring Committee will not take formal action at this meeting.

**Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk’s office at (414) 425-7500.]

REMINDERS:

June 20	Plan Commission Meeting	7:00 p.m.
July 2	Common Council Meeting	6:30 p.m.
July 4	Independence Day	City Hall Closed
July 16	Common Council Meeting	6:30 p.m.
August 5	National Night Out	6:00 p.m. - 9:00 p.m.
August 6	Common Council Meeting	6:30 p.m.
August 8	Plan Commission Meeting	7:00 p.m.
August 20	Common Council Meeting	6:30 p.m.
August 22	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
JUNE 4, 2019
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on June 4, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:30 p.m. and closed at 6:50 p.m.

MINUTES
MAY 21, 2019

C.1. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of May 21, 2019 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

MINUTES
MAY 23, 2019

C.2. Alderman Dandrea moved to approve the minutes of the Special Common Council Meeting of May 23, 2019 as presented at this meeting. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

MULTI-FAMILY
COMPLEX 3709 W.
COLLEGE AVE.
(HERMAN & KITTLE
PROP/, INC., APPLICANT)

G.6. Alderwoman Wilhelm moved to receive and place on file the application for Multi-Family Senior Complex at 3709 W. College Avenue (Herman & Kittle Properties, Inc., Applicant). Seconded by Alderman Taylor. All voted Aye; motion carried.

HEARINGS
2025 COMP MASTER
PLAN
11205 W. RYAN RD.
TKN: 891-9008-000 AND
891-9010-000

D. A public hearing was called to order at 6:57 p.m. regarding a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the future land use map use designation for properties generally located south of the intersection of West Loomis Road and West Ryan Road, including portions of what was formerly 11205 West Ryan Road (the eastern portion of Outlot 1 and the southern portion of Lot 2 of Certified Survey Map No. 9095) from Business Park Use and Areas of Natural Resource Features Use to Residential Use and Areas of Natural Resource Features Use (Mills Hotel Wyoming, LLC, Applicant). The properties which are the subject of this application currently bear Tax Key Nos. 891-9008-000 and 891-9010-000. The portion of the property subject to this amendment is approximately 26.11 acres, more or less located in the City of Franklin, Milwaukee County, Wisconsin. The public hearing was closed at 6:57 p.m.

ORD. 2019-2376
LAND USE FROM
BUSINESS PARK USE TO
RESIDENTIAL USE
(APPROX. 26.1 ACS.)
(MILLS HOTEL
WYOMING, LLC,
APPLICANT)

G.2. Alderman Nelson moved to adopt Ordinance No. 2019-2376, AN ORDINANCE PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP DESIGNATION FOR PROPERTIES GENERALLY LOCATED SOUTH OF THE INTERSECTION OF WEST LOOMIS ROAD AND WEST RYAN ROAD, INCLUDING PORTIONS OF WHAT WAS FORMERLY 11205 WEST RYAN ROAD (THE EASTERN PORTION OF OUTLOT 1 AND THE SOUTHERN PORTION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9095) FROM BUSINESS PARK USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE, SUCH PROPERTY BEARING TAX KEY NOS. 891-9008-000 AND 891-9010-000 (MILLS HOTEL WYOMING, LCC, APPLICANT). Seconded by Alderman Taylor. All voted, Aye; motion carried.

ORD. 2019-2377
AMEND UDO TO REZONE
PORTIONS OF OUTLOT 1
AND PORTION OF LOT 2
OF CSM 9095,
(APPROXIMATELY 50.69
ACRES) (MILLS HOTEL
WYOMING, LLC,
APPLICANT)

G.3. Alderman Nelson moved to adopt Ordinance No. 2019-2377, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE THE WESTERN PORTION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 9095 FROM R-2 ESTATE/SINGLE-FAMILY RESIDENCE DISTRICT TO M-1 LIMITED INDUSTRIAL DISTRICT, THE EASTERN PORTION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 9095 FROM R-2 ESTATE/SINGLE-FAMILY RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT AND THE SOUTHERN PORTION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9095 FROM M-1 LIMITED INDUSTRIAL DISTRICT AND C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT, SUCH LAND BEING GENERALLY LOCATED SOUTH OF THE INTERSECTION OF WEST LOOMIS ROAD AND WEST RYAN ROAD, INCLUDING PORTIONS OF WHAT WAS FORMERLY 11205 WEST LOOMIS ROAD AND WEST RYAN ROAD, INCLUDING PORTIONS OF WHAT WAS FORMERLY 11205 WEST RYAN ROAD (THE WESTERN AND EASTERN PORTION OF OUTLOT 1 AND THE SOUTHERN PORTION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9095). Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2019-7505
PLAT FOR BEAR
FRANKLIN SUBD.
(APPROX. W. RYAN RD.

G.4. Alderman Barber moved to adopt Resolution No. 2019-7505, A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR BEAR FRANKLIN SUBDIVISION (AT APPROXIMATELY WEST RYAN ROAD AND SOUTH

AND S. 112TH ST.)

112TH STREET) (BEAR DEVELOPMENT, LLC, APPLICANT, ON BEHALF OF MILLS HOTEL WYOMING, LLC, PROPERTY OWNER), as amended at Condition No. 26. Seconded by Alderman Nelson. All voted Aye; motion carried.

MAYORAL
APPOINTMENTS

E. Alderman Taylor moved to confirm the following Mayoral Appointments: Alan Aleksandrowicz, 3927 W. Glenwood Dr., Ald. Dist. 4, Library Board (3 year unexpired term expiring 06/30/21); and Dr. Reivian Berrios, 3909 W Minnesota Ave., Ald. Dist. 3, Library Board (3 year term expiring 06/30/22). Seconded by Alderman Barber. All voted Aye; motion carried.

CITY WATER AND
SEWER
8570 S. 116TH ST.

F. Alderman Nelson moved to place on file a letter from Robert Montgomery requesting Common Council denial for City Water and Sewer at 8570 South 116th Street. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

Alderman Nelson moved to deny water and sewer at 8570 South 116th Street. Seconded by Alderman Mayer. All voted Aye; motion carried.

CONSENT AGENDA

G.1. Alderman Mayer moved to approve the following consent agenda items:

RES. 2019-7506
GRANT EASEMENT TO
WEPKO AT S. 51ST ST.
AND W. DREXEL AVE.

G.1.(a) Adoption of Resolution No. 2019-7506, A RESOLUTION AUTHORIZING THE MAYOR TO GRANT OVERHEAD DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY FOR A CITY-OWNED PARCEL AT S. 51ST STREET AND W. DREXEL AVENUE (PARCEL 806-9992-002);

1 YR. LONG DISTANCE
SERVICE CONTRACT
WITH AT&T

G.1.(b) Authorization for the Director of Administration to execute a new 1-year long distance service agreement with AT&T for another year at the same pricing; and

DONATIONS TO FIRE
DEPT.

G.1.(c) Accept the following donations; \$50 from Lori Nowak and family in gratitude; \$50 from Anita Sadar in memory of Donald Norman; and an anonymous \$60 cash donation for the Fire Department to be used for fire and safety educational programs and aid in purchasing specialized medical equipment.

Approval of the consent agenda was seconded by Alderman Dandrea. All voted, Aye; motion carried.

BALLPARK COMMONS
UPDATE

G.5. No action was taken following a project update on Ballpark Commons presented by Ballpark Commons' representatives.

- ORD. 2019-2378
AMEND UDO
ADDITIONAL PARKING
6941 S. 68TH ST. (POLISH
HERITAGE ALLIANCE,
INC., APPLICANT/
PROPERTY OWNER)
- G.7. Alderman Taylor moved to adopt Ordinance No. 2019-2378, AN ORDINANCE TO AMEND SECTION 15-3.0433 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC. – POLISH COMMUNITY CENTER) TO ALLOW FOR ADDITIONAL PARKING, POLISH HERITAGE ALLIANCE, INC., APPLICANT, FOR PROPERTY BEARING TAX KEY NO. 743-8979-004. (POLISH HERITAGE ALLIANCE, INC., APPLICANT/PROPERTY OWNER) (6941 SOUTH 68TH STREET). Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2019-7507
EASEMENT
FHCC, LLC (REPACORP),
11301 W. FOREST HOME
AVE.
- G.8. Alderman Nelson moved to adopt Resolution No. 2019-7507, A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT FOR FHCC, LLC, (REPACORP), TAX KEY NO. 748-9994-003, 11301 W. FOREST HOME AVE. Seconded by Alderman Taylor. All voted Aye; motion carried.
- HEALTH SPECIALIST
JOB DESCRIPTION
- G.9. Alderman Mayer moved to approve the Public Health Specialist job description and the authorization to fill the position. Seconded by Alderman Barber. All voted Aye; motion carried.
- REVISED JOB
DESCRIPTIONS FOR INSP.
SVCS. DEPT. FOR
POSITIONS REQUIRING A
CDL
- G.10. Alderman Taylor moved to approve the revised job descriptions for the Inspection Services Department as presented; to approve a change allowing applicants for positions that require a CDL to be able to obtain the CDL license during their introductory period, provided they repay costs if they leave prior to 1 year; and to authorize staff to change the job descriptions in the Public Works and Sewer & Water Departments accordingly. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- DPW RECYCLING
CLOSURE ON
SATURDAYS
- G.11. Alderman Taylor moved to acknowledge closing of the Department of Public Works Recycling Center on Saturdays. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Taylor, Alderman Barber and Alderman Nelson voted Aye; Alderwoman Wilhelm Abstained. Motion carried.
- ORD. 2019-2379
AMEND 2019 BUDGET
FOR CAPITAL
PURCHASES
- G.12. Alderman Mayer moved to adopt Ordinance No. 2019-2379, AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GRANTS FUND TO PROVIDE \$10,500 OF APPROPRIATIONS FOR CAPITAL PURCHASES. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.
- APRIL FINANCIAL
- G.13. Alderman Taylor moved to receive and place on file the April 2019

REPORT

monthly financial report. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ORD. 2019-2380
DELETE ST. MARTINS
EVERY SUMMER
MONDAY MARKET FAIR
AND AMEND FEES

G.14. Alderman Nelson moved adopt Ordinance 2019-2380, AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO END THE ST. MARTINS EVERY SUMMER MONDAY MARKET FAIR AND AMEND FEES FOR THE ST. MARTINS FAIR. Seconded by Alderman Taylor. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor, Alderwoman Wilhelm and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.

VOUCHERS AND
PAYROLL

H.1. Alderman Barber moved to approve the following: City vouchers with an ending date of June 3, 2019 in the amount of \$3,469,519.91; and payroll dated May 24, 2019 in the amount of \$380,321.61 and payments of the various payroll deductions in the amount of \$395,873.25, plus City matching payments; and estimated payroll dated June 7, 2019 in the amount of \$385,000.00 and payments of the various payroll deductions in the amount of \$216,000.00, plus City matching payments; and Property Tax refunds and investments with an ending date of May 30, 2019 in the amount of \$3,401,324.43; and the release of payment to Dorner Inc, in the amount of \$182,509.15; the release of payment to Worthington Direct in the amount of \$10,016.42; the release of payment to Knight Berry in the amount of \$660,725.00. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

LICENSES AND PERMITS I.1.

Alderman Taylor moved to approve the following 2019-2020 license recommendations from the License Committee meeting of May 23, 2019:

Grant Amusement Device Operator license to National Amusements, Owner Janis Thein, 2740 S 9th Pl., Milwaukee; Reggie's Amusements, LLC, Owner Reginald Zeniecki, 4918 S Packard Ave., Cudahy;

Hold Mobile Home license, subject to appearance at the June 18th, 2019 License Committee Meeting to Franklin Mobile, LLC, Manager David Steinberger, 6361 S 27th St.;

Hold Class A Combination, subject to appearance at the June 4th, 2019 License Committee Meeting and compliance with the City Ordinance and approval of inspections to Ryan Fuel LLC, Agent Kavita Khullar, 5120 W Ryan Rd.; Jujhar LLC, Agent, Hardip Singh Bhatti, 11123 W Forest Home Ave.;

Grant Class A Combination licenses, subject to compliance with City Ordinance and approval of inspections to Dairyland Retail Group, LLC, Agent Elizabeth Evans, 7610 W Rawson Ave.; Kwik Trip, Inc, Agent Samuel T McCormick, 5040 W Rawson Ave.;

Kwik Trip, Inc, Agent Andrew P Wichmann, 10750 W Speedway Dr.; Mega Marts, LLC, Agent Jennifer Weed, 7780 S Lovers Lane Rd.; Ultra Mart Foods, LLC, Agent Ricky Kloth, 7201 S 76th St.; Sendik's Franklin, LLC, Agent Theodore Balistreri, 5200 W Rawson Ave.; Wal-Mart Stores East, LP, Agent Jon McCourt, 6701 S 27th St.; Walgreen Co., Agent Brian Hilber, 9527 S 27th St.; Walgreen Co., Agent Jessica Marin, 9909 W Loomis Rd.;

Grant Class A Combination licenses to Wisconsin CVS Pharmacy LLC, Agent Samantha Jo Klaphake, 5220 W Rawson Ave.; Spirit Dreams LLC, Agent Scott Haese, 6507A S 27th St.; New Liquor & Food, Inc, Agent Gurjeet Singh, 8305 S 27th St.; Hodach Petroleum Inc, Agent Stephen Hodach, 9830 W St. Martins Rd.; Sam's East, Inc, Agent Henry Monti, 6705 S 27th St.; Target Corporation, Agent Daniel Olson, 7800 S Lovers Lane Rd.; Walgreen Co., Agent Jessica Nerby, 7130 S 76th St.;

Hold Class B Combination and Entertainment & Amusement licenses, subject to appearance at the June 4th, 2019 License Committee Meeting to The Landmark of Franklin LLC, Agent Lorie Beth Knaack-Helm, 11401 W Swiss St.;

Grant Class B Combination license, subject to payment to The Bowery, LLC, Agent Roger Hein, 3023 W Ryan Rd.;

Grant Class B Combination licenses, subject to payment & compliance with City Ordinance and approval of inspections to RLGIDI, Inc., Agent Rex Idrizi, 3137 W Rawson Ave.; St Martins Inn, LLC, Dennis Wegner, 11318 W St. Martins Rd.;

Grant Class B Combination and Entertainment & Amusement licenses, subject to payment & compliance with City Ordinance and approval of inspections to Christopher Matecki (Individually Owned), 9461 S 27th St.; Little Cancun LLC, Agent Veronica Cervera, 7273A S 27th St.; Rawson Pub, Inc, Agent Steven Schweitzer, 5621 W Rawson Ave.; Franklin Hotel Company, Agent Vicki Jesson, 9575 S 27th St.;

Grant Class B Combination and Entertainment & Amusement licenses to Franklin Food & Beverage, LLC, Agent Frank J Orcholski, 9643 S 76th St.; Irish Cottage of Franklin LLC, Agent Jenny Jennings, 11433 W Ryan Rd.; H B & H, LLC, Agent Gerald Hay, 10741 S 27th St.; The Rock Sports Complex LLC, Agent Thomas Johns, 7900 W Crystal Ridge Dr.; Kriton & Ermira LLC, Agent Ermira Lazaj, 8405 S 27th St.;

Grant Class B Combination licenses, subject to compliance with City Ordinance and approval of inspections to ERJ Dining II, LLC, Agent Paul Scott Thompson, 6439 S 27th St.; M & W Lueng, LLC, Agent May Lueng, 7236 S 76th St.; Iron Mike's Bar LLC, Agent Michael Pues, 6357 S 27th St.; Enthusiast Approved LLC, Agent Apostolos Everniadis, 9405 S 27th St.; Point After LLC, Agent Darryl Malek, 7101 S 76th St.; Polish Heritage Alliance Inc, Agent

Jeffrey Kuderski, 6941 S 68th St.; Rock Snow Park LLC, Agent Michael R Schmitz, 7900B W Crystal Ridge Dr.;

Grant Class B Combination and Entertainment & Amusement licenses, subject to compliance with City Ordinance, approval of inspections and compliance with WDFI to Polonia Sport Club Inc, Agent Irene Hawkinson, 10200 W Loomis Rd.;

Grant Class B Combination and Entertainment & Amusement licenses, subject to compliance with City Ordinance, approval of inspections and payment of personal property taxes to Alley Katz Pub and Grill LLC, Agent John Trudeau, 11430 W Swiss St.;

Grant Class B Combination licenses to Robley Tech Inc, Agent Dennis Rau, 8330 W Puetz Rd.; BST, LLC, Agent Brian Francis, 8933 S 27th St.; Romey's Place LLC, Nathan Fabry, Agent, 7508 S North Cape Rd.;

Grant Class B Combination, Entertainment & Amusement and Bowling licenses, subject to payment of personal property taxes to Country Lanes LLC, Agent Robert Sczerzen, 11231 W Forest Home Ave.;

Grant Class B Combination, Entertainment & Amusement and Bowling licenses, subject to compliance with City Ordinance and approval of inspections and payment of personal property taxes to Root Group LLC, Agent David Church, 7220 W Rawson Ave.;

Grant Reserve Class B Combination and Entertainment & Amusement licenses, subject to compliance with City Ordinance and approval of inspections to Federation of Croatia Societies, Inc, Agent Josip Veber, 9100 S 76th St.;

Grant Reserve Class B Combination and Entertainment & Amusement licenses to Hudson Burger LLC, Agent Brad Herron, 6421 S 27th St.

Grant Reserve Class B Combination license subject to compliance with City Ordinance and approval of inspections to F F & E, LLC, Agent Teresa D'Amato, 6901 S 76th St.;

Grant Class B Combination and Coin Operator licenses subject to signature update on application to Pantheon of Wisconsin Inc, Agent Debbie Koutromanos, 7621 W Rawson Ave.;

Grant Class B Combination, Country Club and Entertainment & Amusement licenses to Tuckaway Country Club, Agent Jennifer Jacobi, 6901 W Drexel Ave.;

Grant Class B Beer licenses, subject to compliance with City Ordinance and approval of inspections to M-Squared Inc, Agent Michael Falk, 11357 W St. Martins Rd.; Top Prize Dog Restaurants, LLC, Agent John O'Malley, 7178 S 76th St.;

Grant Class B Beer and Class C Wine license, subject to payment & compliance with City Ordinance and approval of inspections to Dhiman LLC, Agent Deepak Dhiman, 7107 S 76th St.;

Grant Class B Beer and Class C Wine license, subject to compliance

with City Ordinance and approval of inspections to Lover Lane Buffet, Inc, Agent JianDuan Jiang, 6514 S Lovers Lane Rd.;
Deny Class B Beer and Class C Wine to Jiang Saya Enterprises, Inc, Agent Viengsavanh Sayavongsa, 6509B S 27th St.
Grant Entertainment & Amusement license subject to compliance with City Ordinance and approval of inspections to Prime Timez, LLC, Agent Mohammed Nowman, 6544 S Lovers Lane Rd.;
Grant Temporary Entertainment & Amusement license to Rainbow valley Rides, Inc-Fourth of July Festivities,
Grant Temporary Entertainment & Amusement and Temporary Class B Beer licenses subject to proof of insurance to Civic Celebration Commission (John Bergner) for Fourth of July Festivities on 7/3/2019 through 7/6/2019;
The Police Incident Reports were reviewed and will be filed with request for appearance from Ryan Fuel LLC, Agent Kavita Khullar, 5120 W Ryan Rd.; Jujhar LLC, Agent Hardip Singh Bhatti, 11123 W Forest Home Ave.; The Landmark of Franklin LLC, Agent Lorie Beth Knaack-Helm, 11401 W Swiss St.
Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Taylor moved to approve the following License Committee recommendations from their meeting of May 30, 2019:
Grant 2018-2019 Operator license to Frank J. Janiszewski, 12301 W Ryan Rd., Franklin;
Grant 2018-2019 and 2019-2020 Operator licenses to Alissa C Jost, 8190 S 20th St., Oak Creek;
Hold 2019-2020 Operator license applications for appearance for Pang Vang, 3709 W Galena St., Milwaukee; Robin L Ariens, 5808 Dendron Ln., Greendale; Jamie M Balistreri, 7712 Dunkelow Rd., Franksville; Joshua J Farrell, 7417 S 36th St., Franklin;
Grant 2019-2020 Operator license subject to school verification for Nicole L. Gaus, 1127 N Cass St. #1B, Milwaukee;
Grant 2019-2020 Operator licenses to Cathy J Anderson, 8736 S Country Dr. #201, Oak Creek; Nicole M Bower, 1875 E Hidden Creek Ct. #102, Oak Creek; Bryan D Bremer, 6275 Thorncrest Dr., Greendale; Madison L Halvorson, 1808 W Meyer Ln., Oak Creek; Jo Ann Hansen, 2900 Raymond Ave.; Franksville; Nicholas A Harvey, W6538 N Lakeshore Dr., Elkhorn; Evelia Martinez, 1136 S 10th St., Milwaukee; Daniel E Olsen, 1574 Maria St., Racine; Jason J Ottman, 9619 W 5 Mile Rd, Franksville; Craig A Pescheck, 7155 S 49th St., Franklin; Justin W Pischke, 7400 W Burleigh St.; Milwaukee; Joshua D Sobczak, 1512 Menomonee Ave., South Milwaukee; Kathryn M Theis, 6509 S Whitnall Edge Rd.; Susan C. Van Erden, 7272 S Countryside Ct.; Brandon D. Wirtz, 6723 S Harvard Dr.; Veronica M. Wist, 8322 W Forest Hill Ave.; Carsen J. Abraham, 8528 S 68th St.; Alexis R. Adamek, 6329 W Nebraska

Ave., Milwaukee; Ashely R Allen, 5060 S Greenbrook Terrace, Greenfield; Danielle J Anderson, W229 S8020 Big Bend Dr., Big Bend; Nicole E Baker, 7554 S 75th St.; Amy B Balcerzak, 2605 E Emily Ave., Oak Creek; Dakotah D Balistreri, 107 Michaels Ct. Apt 6, Mukwonago; Michael J Bartolone, 8041 W Tripoli Ave., Milwaukee; Leesa R Bearder, 9644 S 31st St.; John E Bergner, 8501 S Parkland Dr.; Brandon S Bhatti, S90 W12978 Boxhorn Reserve Ct., Muskego; Wendy J Beierle, 9221 S 96th St.; Larry E Behrendt, 6631 S 51st St.; Janet L Beyer, 8034 W Lake Dr., Wind Lake; Rick L Boardman, 2112 S 72nd St., West Allis; Michael J Boese, 9169 W Elm Ct. Unit E.; Darrell J Bostwick, 7308 Lakeshore Dr., Racine; John D Braovac, 1335 S. 124th St., Brookfield; Jefferson M Calimlim, 9125 Sura Lane #222; Greenfield; William J Canales, 809 Lakeview Ave. #4, South Milwaukee; Joseph A Cauley, 1813 S 70th St, West Allis; Monica Chance, 2436 S 61st St., West Allis; Carolyn M Christensen, 3800 Spruce St., Racine; Rachel K Clark, 8235 W Imperial Dr.; Joel B Clifford, 3115A S Brisbane Ave., Milwaukee; Amanda J Cook, 10324 W Bunzel Ave., Hales Corners; Kayla M Corona, 315 E Fieldstone Cir. #3, Oak Creek; Rebecca Cottreau, 3117 S Austin St., Milwaukee; Barbara J Davison, 6931 S. Phyllis Ln.; Rebecca L Deall, 3725 S 76th St., Milwaukee; Susan M DeGeorge, 2456 S 88th St., West Allis; Sarah K Deshambo, 1912 E Eden Pl., St Francis; Milan Djurina, 2326 W Clayton Crest Ave., Milwaukee; Kristin Dombrowski, 5440 S Tuckaway Ct. #6, Greenfield; Marcus C Drewek, 2957 S 51st St., Milwaukee; Christine L DuCharme, 7811 S Scepter Dr. #4; Mitchell R. Dykstra, 4293 W Southwood Dr., Franklin; Richard G Elliott, 9461 S 27th St.; Lori A Falkowski, 10227 Parklane Ct., Hales Corners; Matthew M Fannin, S79 W18997 Janesville Ave., Muksego; Amanda J Fellows, 5411 Nicholson Rd., Franksville; Kristen N Fenninger, 9750 S 31st St., Franklin; Ethan R Fisher, 8221 Fairmont Ln., Greendale; Katelynn M Flowers, 5829 S New York Ave., Cudahy; Jennacy A Frey, 3440 Britton Ridge, Union Grove; Eric M Gagliano, 3723 Meadow Rose Ct., Franksville; Adam Garcia, 3675 S 88th St, Milwaukee; Leah A Gdaniec, 11200 W Cleveland Ave. #G11, West Allis; Patricia A Greer, 1702 E Eden Pl., St. Francis; Zachary M Grmick, 10202 W Ridge Rd., Hales Corners; Halina Grochowski, 1111 W Rosewood Tr., Oak Creek; Kenneth J Grochowski, 7521 S Nottingham Way; Louis G Guzzo, 4 W Clarendon Dr., Round Lake Beach, IL; Jeremy J Haese, 11811 W Rawson Ave.; Grant J Halser, 3535 W Forest Hill Ave.; Jocelyn Hart, 11522 W Swiss St.; Bambi D Hatfield, 3352 S 20th St., Milwaukee; Tiffany L Heller, 7855 S Scepter Dr. #9; Veronica S Hilgart, 10560 W Cortez Cir. #19; Daniel P Hodach, 4520 Empire Lane, Waterford; Amanda M Holterman, S110 W14718 Union Church Dr., Muskego; Lisa M Hutts, 5612 Euston St., Greendale;

Josip A Jaksic, 413 S 67th St, Milwaukee; Ellen L Jensen, 2415 W Hilltop Ln., Oak Creek; Yuzeng Jiang, 2470 W Briar Lake Way #3B, Oak Creek; Jill M Jones, 5295 W Cobblestone Way #A; Adam J Jubeck, 2430 W Briar Lake Way #2B, Oak Creek; Paramjeet Kaur, 185 W Rainbow Ridge Dr. #301, Oak Creek; Dawn Klinko, 6830 W Kathleen Ct. #4; Austin J. Korth, 8481 S 5th Ave. #4B, Oak Creek; Brian A Krasowski, 2936A S 13th St., Milwaukee; Isaac K Krikorian, 2542A S Wentworth Ave., Milwaukee; Traci A Krueger, 5836 S 60th St., Milwaukee; Kelly K Kuglitsch, 4358 S Louisiana Ave, Milwaukee; Sue M Kuiper, 6951 Beechnut Dr., Racine; Jill H Lake, W135 S7013 Hale Park Dr., Muskego; Kimberly D Leannais, 7086 S Fieldstone Ct.; Christian J Lee, 8401 S 116th St.; John B Lehman, 1301 S 76th St., West Allis; Joseph M Ligocki, 10400 S Redwood Ln., Oak Creek; Steven G Lippel, 3922 70th St., Kenosha; Michael J Lloyd, 8908 W Verona Ct., Milwaukee; Justin C Lockridge, 3229 S 99th St. #1, Milwaukee; June A Loh, 7930 W Coldspring Rd., Greenfield; Marcia G Lonzaga, 753 N 116th St., Wauwatosa; Dawn R Luce, 2840 21st St #2B, Kenosha; Jon P Mankowski, 5917 W Edgerton Ave., Greenfield; Grace M Mantyh, 6214 W Lincoln Ave. #2, West Allis; Shelly Marquardt, 26011 75th St. Upper, Salem; Nadiya Mashkina, 9667 W Forest Home Ave. #1, Hales Corners; Mark J Matecki, 1007 W Morgan Ave., Milwaukee; Lauren J Mather, 12400 Mac Alister Way #103, New Berlin; Michelle R McDonald, 718 S 112th St., West Allis; Bailey A Menke, 9343 S 35th St.; Jane M Michel, 3720 W 7 Mile Rd., Caledonia; Beau AG Mitchell, 5314 Robin Dr., Greendale; Janet Miller, 8995 Woodbridge Dr., Greendale; Susan Mlynczak, 16513 50th, Franksville; Ann C Moehlenpah, 3573 W Hilltop Ln.; Peter J Mundschau, 1809 Stardust Dr., Waukesha; Melissa Murphy, 6157 S 42nd St., Greenfield; Stacy Newton, 4369 Skylark Ln., Greendale; Martha E Newton, 9741 S Deerpath Dr., Oak Creek; Kristi L OConnor, 9611 W Forest Home Ave., Hales Corners; Rachel A Olson, 5206 W Oakwood Rd.; Derek J Olszewski, 7009 W Ernest Dr.; Sherry L Orchel, 2120 S 58th St., West Allis; Amy M Ottavaiani, 28706 Beach Dr., Waterford; Andrew M Page, 4642 W Crawford Ave., Greenfield; Sarah J Page, 1227 Williams Ave., South Milwaukee; Meghan E Pesich, 547 E Centennial Dr, Oak Creek; Miranda R Peters, 4950 S Heritage Dr. #101, Greenfield; Allison M Planton, 14900 W Wilbur Dr. Unit 1204, New Berlin; Hanna M Plewa, 5244 W Allerton Ave., Greenfield; Joseph M Pollack, 10165 W Coldspring Rd. #106, Greenfield; Denise K Popp, W182 S7715 Valley Dr., Muskego; Richard G Rabioga, 7731 W Cedar Ridge Ct., Jeanne A Rainwater, 7561 S 75th St.; Ellisa SJ Reeder, 1575 S 82nd St., Milwaukee; Debra A Reichart, 25304 Windsong, Wind Lake; Mark A Reikowski, W125 S8317 North Cape Rd., Muskego; Kyle Rodenkirch, 7144 S 47th Pl.; Haley A

Rosploch, 9213 S 8th Ave., Oak Creek; Jenna K Rozek, 8945 S 116th St., Franklin; Christine A Rozewicz, 8123 S Legend Dr. Unit A;; Bobette A Sakiewicz, 9205 S Orchard Park Cir., Oak Creek; Brian Sawinski, 3551 S 11th St, Milwaukee; Lisa Schaefer, 2905 N Newhall St. #501, Milwaukee; Timothy D Schappel, 570 Phantom Wood Rd. #8, Mukwonago; Joseph M Schauer, 8520 W Euclid Ave., Milwaukee; Jason M Schepker, 7026 S North Cape Rd.; Nicole M Schilcher, 10509 County Line Rd, Franksville; Judy A Schneider, 1088 Quail Ct #226, Pewaukee; Sally A Schroeder, 12152 W Woodcrest Cir., Franklin; Kathleen M. Schumacher, 7984 S 60th St.; Candice M Sibila, 4362 S Nicholson Ave., St Francis; Sahil Singh, 7380 S Countryside Dr.; Elyzabeth D Smith, 5389 Orchard Lane, Greendale; Amanda M Snieg, 2133 S 75th St, West Allis; Annette L Sorce, 8037 S Mission Dr.; Angela M Spingola, 4169 S 5th Pl., Milwaukee; Dan Stadler, S73 W 14901 Candlewood Ln., Muskego; Dustin Stafford, 11207 W 7 Mile Rd., Franksville; Sherry L Standley, 2200 W Kilbourn Ave. #420, Milwaukee; Alexis M Steltz, S62 W18718 Onyx Dr., Muskego; James A Steuck, 3119 S 122nd St. #19, West Allis; Jessica N St. Louis, 10598 W Cortez Cir. #34; Nadine A Stork, 8636 W Marshfield Ct.; Berenice Strong, 3252 S 68th St., Milwaukee; Wendy M Swenarski, 6370 Scenic Dr. E, West Bend; Taylor A Takerian, 8605 S River Terrace Dr.; Angelina Tarantino, 3676 W Hilltop Ln.; Terry J Tornow, 713 13th Ave., Union Grove; Tiffany A Torres, S65 W18718 Onyx Dr., Muskego; Monica L Tossava, 2020 Hickory Grove Ave., Racine; Stacie L Trippler, 5331 N 37th St, Milwaukee; Deanna E Umaske, 6260 S 51 St., Greendale; Kathleen A Varga, 3739 S Packard Ave. #20, St. Francis; Anna E Vasquez, 1140 W St. Martins Rd.; Mallory K Villwock, 8026 S 47th St.; Sarah J Walkington, 2231 N Himount Blvd., Milwaukee; Nicholas Wavra, 2544 N Frederick Ave. #205, Milwaukee; Kathleen R Wegner, 26545 Nordic Ridge Dr., Wind Lake; Kristen L Wieneke, 3422 W Tesch Ave., St. Francis; Julie A Wiltzius, 4889 S 72nd St., Greenfield; Veronica Wright, 10255 W Plum Tree Cir. #106, Hales Corners; Alyssa G Zacher, 595 W Shepard Hills Dr., Oak Creek; Raquel M Zalewski, 3625 W Ruskin St., Milwaukee; Danielle E Zielinski, 9880 S Glenmoor Ct., Oak Creek; Nicole M Zignego, W304 N2358 N. Westwind Dr. Unit 5A; Pewaukee; Phillip L Zurowski, 11836 W Howard Ave., Greenfield. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Taylor moved to approve the following License Committee recommendations from their meeting of June 4, 2019:
Grant Temporary Entertainment & Amusement license to Polonia Sport Club for a Youth Sports Fundraiser-Band for June 5th, 2019, Applicant Andy Wojtanowski, 10200 W Loomis Rd.;
Grant Class A Combination licenses, subject to compliance with

City Ordinance and approval of inspections to Ryan Fuel LLC, Agent Kavita Khullar, 5120 W Ryan Rd.; Jujhar LLC, Agent, Hardip Singh Bhatti, 11123 W Forest Home Ave.;

Grant Class B Combination, Entertainment and Amusement licenses to The Landmark of Franklin LLC, Agent Lorie Beth Knaack-Helm, 11401 W Swiss St.;

Grant 2018-2019 and 2019-2020 Operator licenses to Cailin E Scanlon, 171 Mill Ave., Union Grove;

Grant 2019-2020 Operator license to Deanna D Dacquisto, 2920 N. Fratney St. #A, Milwaukee; Jenna L Lohr, 4207 W Barnwood Ct.; Samantha A Nelson, S75 W16880 Gregory Dr. #D, Muskego; Qyinn M Applin, 4521 W Ramsey Ave. #65, Greendale; Nicole J Baraniak, 5330 S 116 St., Hales Corners; Tanya J Bielinski, 10240 W St. Martins Rd.; Arturo R Contreras, 805 S 94th St., West Allis; Chad M Cuellar, 14180 Ranch Rd., Brookfield; Patti S Hartung, 664 Shirley Dr., Franksville; Shawn Hinkel, 2023 S 96th St., West Allis; Thomas A Holtz, 3835 S 76th St. #4, Milwaukee; Laura A. Martinez, 3742 O'Brien Rd., Oak Creek; Oscar A Sastre Colon, 3221 S 36th St., Milwaukee; Linda M Steeves, 9265 S 92nd St., Franklin; Kenneth J Young, 11401 W Swiss St.

Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Taylor further moved to grant an Extraordinary Entertainment & Special Event license to American Diabetes Association for Tour De Cure (Abigail Bornemeier) for a bike ride through Franklin on July 13, 2019, 7:30 am- 4:00 pm. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Taylor further moved to grant Extraordinary Entertainment & Special Event licenses to Ballpark Commons-Routine Field for Fireworks display for seven dates as requested (6/24, 6/27, 7/12, 7/27, 8/9, 8/23, and 8/31/2019) subject to ending time of 10:30 p.m., compliance with NFPA 1123 Fire Code, and individual applications for each event submitted to the Fire Department. Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 8:12 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/18/19
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER E.

The Mayor has made the following appointments for Council confirmation:

1. Alderman Steve Taylor - Civic Celebrations Committee – (2 year term expiring 6/30/21).
2. Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 6 – Economic Development Commission (2 year term expiring 6/30/21).
3. Michael Soto, 6749 W. Harvard Drive, Ald. Dist. 5 – Economic Development Commission (2 year term expiring 6/30/21).
4. David Woznicki, Jr., 4125 W. McGinnis Dr., Ald. Dist. 4 – Board of Public Works (3 year term expiring 4/30/22).
5. Charles Porter, 7946 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 4/30/22).
6. Ann Adamski, 7825 S. Stonebrook Ct., Ald. Dist. 3 – Civic Celebrations Commission (3 year term expiring 4/30/22).
7. Wendy Knackert, 9049 S. 83rd St., Ald. Dist. 1 – Civic Celebrations Commission (3 year term expiring 4/30/22).

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

1. Alderman Steve Taylor - Civic Celebrations Committee – (2 year term expiring 6/30/21).
2. Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 6 – Economic Development Commission (2 year term expiring 6/30/21).
3. Michael Soto, 6749 W. Harvard Drive, Ald. Dist. 5 – Economic Development Commission (2 year term expiring 6/30/21).
4. David Woznicki, Jr., 4125 W. McGinnis Dr., Ald. Dist. 4 – Board of Public Works (3 year term expiring 4/30/22).
5. Charles Porter, 7946 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 4/30/22).
6. Ann Adamski, 7825 S. Stonebrook Ct., Ald. Dist. 3 – Civic Celebrations Commission (3 year term expiring 4/30/22).
7. Wendy Knackert, 9049 S. 83rd St., Ald. Dist. 1 – Civic Celebrations Commission (3 year term expiring 4/30/22).

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06-18-2019
REPORTS & RECOMMENDATIONS	FRANKLIN POLICE DEPARTMENT DONATIONS	ITEM NUMBER <i>A. 1.</i>

The Franklin Police Department received the following donations:

K9 Donation

May 19, 2019 - Mira Kresovic - \$50.00

June 11, 2019 - Rose Spang - \$100.00

COUNCIL ACTION REQUESTED

Respectfully request that these donations be approved for deposit into the K9 Donation account.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/19
REPORTS & RECOMMENDATIONS	PURCHASE OF SQUAD CAR FOR THE POLICE DEPARTMENT	ITEM NUMBER A. 2.

The Police Department requests to purchase a replacement unmarked squad as requested and approved in the 2019 Budget. The cost is \$21,297.72 and the funding is available in the budget.

COUNCIL ACTION REQUESTED

Motion to approve the purchase of an unmarked squad for the police department.

(630) 682-9200 ext. 6539 095
DEALER

VIN 1FMCU0GD2KUA13348

DEALER	Suggested Retail Price	26500	00
DE84 ESCAPE 4DR SE FWD			
2019 MODEL YEAR			
N6 LIGHTNING BLUE METALLIC			
XB GRAY/BLACK CLOTH SEATS			
INCLUDED ON THIS VEHICLE			
EQUIPMENT GROUP 200A			
OPTIONAL EQUIPMENT/OTHER			
99D .1.5L ECOBOOST ENGINE		NC	
446 .5-SPD AUTO TRANS W/SLCTSHFT		NC	
.235/55R17 LRR. A/S BSW TIRES			
17C U0G01		NC	
183 FRONT LICENSE PLATE BRACKET		NC	
17" SPARKLE SILVER FTD ALUM WHL			
TOTAL OPTIONS/OTHER		00	
TOTAL VEHICLE & OPTIONS/OTHER	26500	00	
DESTINATION & DELIVERY		995	00
TOTAL FOR VEHICLE	27495	00	
FUEL CHARGE			
SHIPPING WEIGHT 3400 LBS.			
TOTAL	27495	00	

5/21/19

Hiller Ford's selling price for this VIN to the City of Franklin

is \$21,297.72.

As always out of stock units are subject to prior sale so please advise if the City intends to purchase 1FMCU0GD2KUA13348 as soon as possible.


Daniel fox

Hiller Ford, Inc.

<p>APPROVAL</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE June 18, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Project Updates for Ballpark Commons</p>	<p>ITEM NUMBER M-31</p>

A representative from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates on the Ballpark Commons project.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 18, 2019
REPORTS AND RECOMMENDATIONS	Quarry use and operations Planned Development District Ordinance Nos. 23 and 24 standards pertaining to blasting and for potential amendments to the Ordinances	ITEM NUMBER 4.

The March 19, 2019 Common Council Meeting Minutes at item G.3. provide: Alderwoman Wilhelm moved to direct the City Attorney to provide an opinion on the ability of the City to revisit the Planned Development District No. 23 and 24 Standards pertaining to blasting levels allowed by the two PDDs with a date to return back to the Council no later than the last meeting in June 2019. Seconded by Alderman Barber. All voted Aye; motion carried.

Annexed hereto are cited provisions of the PDD Ordinances pertaining to limits on blasting and the standards for potential amendments to the Ordinances. Communications have been commenced with the Wisconsin Department of Safety and Professional Services regarding the review of the PDD blasting standards. Communication has been commenced with quarry operator Payne & Dolan, Inc. Additionally, annexed hereto are Wisconsin Statute and Wisconsin Administrative Code provisions related to quarry mining blasting. Communication has also been had with League of Wisconsin Municipalities Deputy Director Curt Witynski, with regard to a motion adopted by the Wisconsin State Legislature 2019 Joint Committee on Finance on the night of June 6, 2019, as part of its transportation budget deliberations, with regard to the "*Local Regulation of Nonmetallic Mining at Quarry Operations.*" Annexed hereto are the subject provisions of the aforesaid motion. A copy of a Wisconsin Public Radio article on the subject by Rich Kremer dated June 11, 2019 is annexed hereto.

The City Attorney will be present at the meeting to provide more information.

COUNCIL ACTION REQUESTED

Such action as the Common Council deems appropriate.

Common Council Meeting Minutes

March 19, 2019

Page 2

G.3. ***

Alderswoman Wilhelm moved to direct the City Attorney to provide an opinion on the ability of the City to revisit the Planned Development District No. 23 and 24 Standards pertaining to blasting levels allowed by the two PDDs with a date to return back **to the Council** no later than the last meeting in June 2019. Seconded by Alderman Barber. All voted Aye; motion carried. **[June 18, 2019]**

§ 15-3.0428. Planned Development District **No. 23** (Payne and Dolan Company).
See Ordinance 97-1456 (Dated June 3, 1997) (6211 West Rawson Avenue)

§ 13.26T. Limits on Blasting.

1. **Ground vibration** resulting from Operator's blasting **shall not exceed 0.30 inches per second** on at least 85% of its blasts within any single calendar year, **measured at the residence** or inhabited structure **closest to the site of the blast** which is not owned or controlled by the Operator. **Notwithstanding** any other provision in this subsection, the Operator **shall not exceed** the ground vibration **limitation imposed by** the Wisconsin **Department** of Industry, Labor and Human Relations in Figure 7.64 of ch. ILHR 7, Wis. Adm. Code, **or 0.65 inches per second, whichever is more restrictive**, on any blast.
2. **Airblast** resulting from Operator's blasting **shall not exceed 123 dB** on at least 85% of its blasts within any single calendar year, **measured at the residence** or inhabited structure **closest to the site of the blast** which is not owned or controlled by the Operator. **Notwithstanding** any other provision in this subsection, the Operator **shall not exceed** the airblast **limitation imposed by** the Wisconsin **Department** of Industry, Labor and Human Relations in Chapter ILHR 7, Wis. Adm. Code on any blast.
3. Operator shall each month provide to the City Fire Department the recorded ground vibration and airblast levels of blasts conducted during the previous month. These records may be in the form of blasting logs redacted to delete any sensitive proprietary information, provided, however, that appropriate City officials may inspect the Operator's original blasting logs upon request and may obtain copies of the original blasting logs upon written request and upon undertaking in writing to afford appropriate trade secret protection to such documents.
4. Operator shall cause blasts to occur **only between** the hours of **8:00 a.m.** and **4:00 p.m.** on **Monday through Friday**. Blasting shall not occur on Saturday, Sunday, nor on any of the following holidays: January 1, Memorial Day, July 4, Labor Day, Thanksgiving and December 25.
5. In the event an explosive charge fails to detonate, Operator may detonate the failed charge beyond the 4:00 p.m. blasting limitation if necessary to avoid leaving undetonated explosives in the ground during evening and nighttime hours; provided, however, that Operator shall first notify the City Fire Chief or designee.
6. The limitations on the hours of blasting shall not prevent the Operator from drilling and otherwise making preparations for blasting prior to 8:00 a.m. or after 4:00 p.m., subject to the other time restrictions imposed by this Ordinance.

§ 13.26G. Compliance, Enforcement and Penalties: ***

2. The **Plan Commission** may propose amendments to this Ordinance to require use by the Operator of **new methods, processes, procedures, facilities, practices or equipment** in its quarry operations **that [i] will materially diminish adverse impacts on the community or nearby residents, provided** that use of such methods, processes, procedures, facilities, practices or equipment **[ii] is proven and demonstrated to be effective in the Operator's industry in reducing adverse impacts, [iii] is cost effective for such purpose and [iv] will not impose an unreasonable financial burden on the Operator**. The Plan Commission shall conduct a public hearing on any such proposed amendments, after meeting and consulting with the Operator, and shall then report any such proposed amendments with its recommendations to the Common Council. Such an amendment may be adopted by the Common Council, in accordance with the standard amendment procedure, provided that such amendment satisfies all of the requirements set out above in this subsection. ****

§ 15-3.0429. Planned Development District No. 24 ([previously] Vulcan Materials Company).
See Ordinance 97-1457 (Dated June 3, 1997)
See Ordinance 2005-1840 (Dated May 17, 2005) (5713 West Rawson Avenue)

§ 13.27U. Limits on Blasting.

1. **Ground vibration** resulting from Operator's blasting **shall not exceed 0.30 inches per second** on at least 85% of its blasts within any single calendar year, **measured at the residence** or inhabited structure **closest to the site of the blast** which is not owned, or controlled by the Operator. **Notwithstanding** any other provision in this subsection, the Operator **shall not exceed** the ground vibration **limitation imposed by the Wisconsin Department** of Industry, Labor and Human Relations in Figure 7.64 of ch. ILHR 7, Wis. Adm. Code, **or 0.65 inches per second, whichever is more restrictive**, on any blast.

2. **Airblast** resulting from Operator's blasting **shall not exceed 123 dB** on at least 85% of its blasts within any single calendar year, **measured at the residence** or inhabited structure **closest to the site of the blast** which is not owned or controlled by the Operator. **Notwithstanding** any other provision in this subsection, the Operator **shall not exceed** the airblast **limitation imposed by the Wisconsin Department** of Industry, Labor and Human Relations in Chapter ILHR 7, Wis. Adm. Code on any blast.

3. Operator shall each month provide to the City Fire Department the recorded ground vibration and airblast levels of blasts conducted during the previous month. These records may be in the form of blasting logs redacted to delete any sensitive proprietary information, provided, however, that appropriate City officials may inspect the Operator's original blasting logs upon request and may obtain copies of the original blasting logs upon written request and upon undertaking in writing to afford appropriate trade secret protection to such documents.

4. Operator shall cause blasts to occur **only between** the hours of **8:00 a.m. and 4:00 p.m.**, on **Monday through Friday**. Blasting shall not occur on Saturday or Sunday, nor on any of the following holidays: January 1, Memorial Day, July 4, Labor Day, Thanksgiving and December 25.

5. In the event an explosive charge fails to detonate, Operator may detonate the failed charge beyond the 4:00 p.m. blasting limitation if necessary to avoid leaving undetonated explosives in

the ground during evening and nighttime hours; provided, however, that Operator shall first notify the City Fire Chief or designee.

6. The limitations on the hours of blasting shall not prevent the Operator from drilling and otherwise making preparations for blasting prior to 8:00 a.m. or after 4:00 p.m., subject to the other time restrictions imposed by this Ordinance.

§ 13.27H. Compliance, Enforcement and Penalties. ***

2. The **Plan Commission may propose amendments to this Ordinance** to require use by the Operator of **new methods, processes, procedures, facilities, practices or equipment** in its quarry operations **that [i] will materially diminish adverse impacts on the community or nearby residents, *provided* that use of such methods, processes, procedures, facilities, practices or equipment [ii] is proven and demonstrated to be effective in the Operator's industry in reducing adverse impacts, [iii] is cost effective for such purpose and [iv] will not impose an unreasonable financial burden on the Operator.** The Plan Commission shall conduct a public hearing on any such proposed amendments, after meeting and consulting with the Operator, and shall then report any such proposed amendments with its recommendations to the Common Council. such an amendment may be adopted by the Common Council, in accordance with the standard amendment procedure, provided that such amendment satisfies all of the requirements set out above in this subsection. ****

[emphasis added]

Wis. Stat. § 101.15. Mines, tunnels, quarries and pits ***

Wis. Stat. § 101.15(2) ***

(d) The department may:

1. Employ additional mining inspectors, each of whom shall have experience in mining or be a graduate of a recognized college with a degree of mining engineering.
2. Cause the inspection of all underground mines, quarries, pits, zinc works or other excavations.

(e) The **department shall promulgate rules to effect the safety of mines, explosives, quarries and related activities.** Such rules shall **provide for the establishment of uniform limits on permissible levels of blasting resultants** to reasonably assure that blasting resultants do not cause injury, damage or unreasonable annoyance to any person or property outside any controlled blasting site area.

Wis. Adm. Code § SPS 307.44

SPS 307.44 Control of adverse effects.

(1) General requirements. Blasting shall be conducted so as to prevent injury and unreasonable annoyance to persons and damage to public or private property outside the controlled blasting site area.

(2) Flyrock. Flyrock traveling in the air or along the ground shall meet all of the following conditions:

(a) Remain within the controlled blasting site area.

(b) Not be cast more than one-half the distance to the nearest inhabited building within or outside of the controlled blasting site area.

(3) **Airblast.** (a) **An airblast may not exceed 133 peak dB at the location of any dwelling,** public building or place of employment outside the controlled blasting site area.

(b) The blaster shall conduct monitoring of every blast to determine compliance with the airblast limit. The measuring system used shall have a lower-end flat frequency response of not more than 2 Hz and an upper-end flat frequency response of at least 200 Hz.

(4) **Ground vibration.** (a) 1. **The** maximum ground vibration at the location of any dwelling, public building or place of employment outside the controlled blasting site area shall be established in accordance with the blasting-level chart of par. (b).

2. All structures in the vicinity of the controlled blasting site area, not listed in subd. 1., such as water towers, pipelines and other utilities, tunnels, dams, impoundments and underground mines, shall be protected from damage by establishment by the blaster of a maximum allowable limit on the ground vibration. The blaster shall establish the limit after consulting with the owner of the structure.

(b) The blaster shall use the **ground vibration limits specified in Figure 7.44** to determine the maximum allowable ground vibration. Ground vibration shall be measured as the particle velocity. Particle velocity shall be recorded in 3 mutually perpendicular directions.

(c) The blaster shall make and keep a seismograph record including both particle velocity and vibration frequency levels for each blast. The method of analysis shall be subject to discretionary review by the department.

Note: Local municipalities may have more restrictive regulations than the department.

(5) Reporting adverse effects. The blaster in charge shall report to the department any flyrock, airblast, or ground vibration that does not meet the requirements under this section.

Note: Adverse effects may be reported to the department by telephone at (608) 267-9378 or by email to DSPSMineSafety@wisconsin.gov.

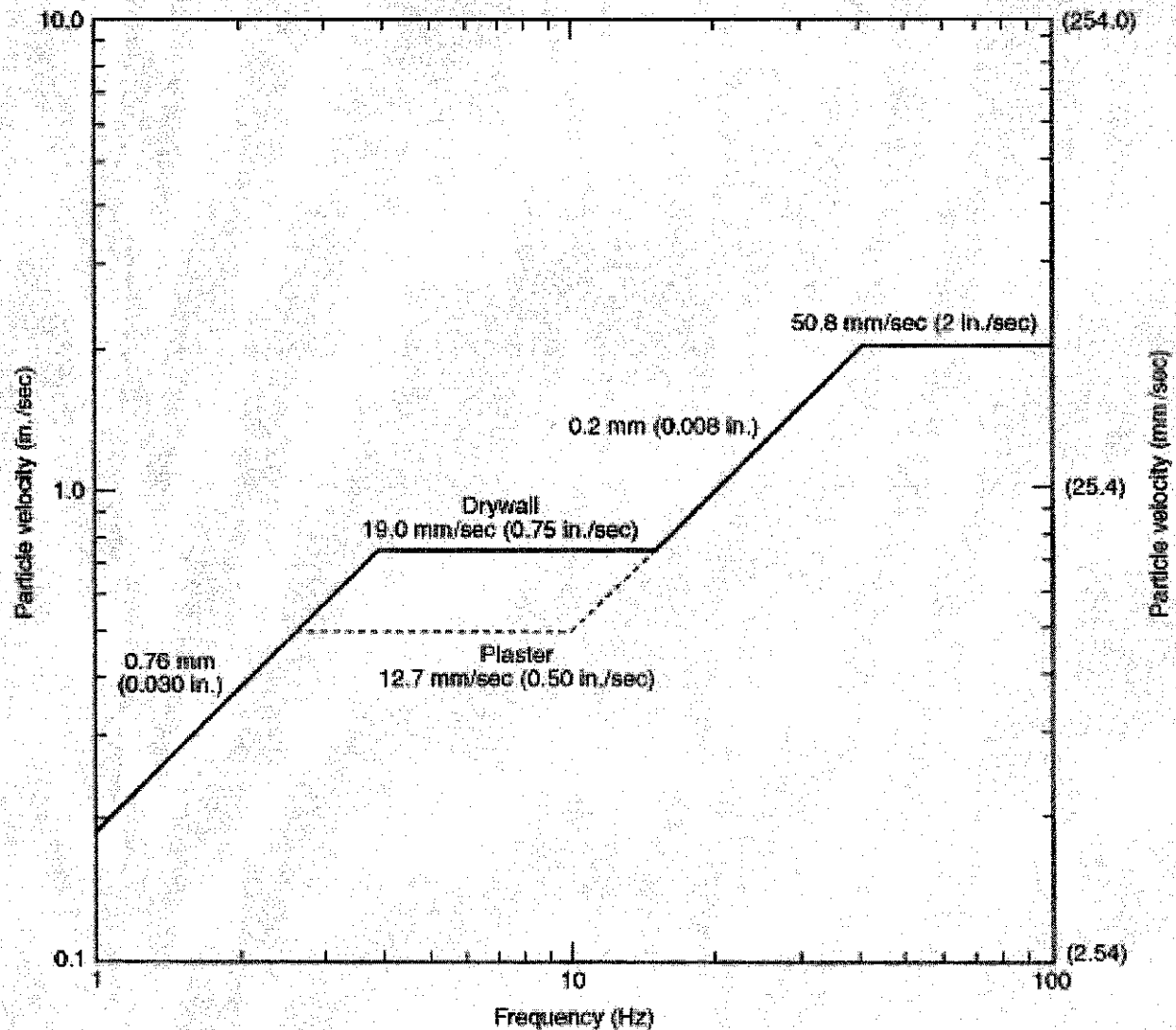


Figure 7.44 -- Blasting Level Chart

Credits

History: CR 06-120: cr. Register February 2008 No. 626, eff. 3-1-08; CR 17-034: r. (4) (d), cr. (5) Register March 2018 No. 747 eff. 4-1-18.

Current through Wisconsin Register 760, published April 29, 2019

Wis. Admin. Code § SPS 307.44, WI ADC § SPS 307.44

Wis. Adm. Code § SPS 307.31

SPS 307.31 Changes, additions or omissions to NFPA 495. ***

(4) These are department rules in addition to the requirements in NFPA 495 chapter 10:

(a) *Required log. A **blasting log shall be required for each blast fired.***

(b) *Filing and availability.* All blasting logs shall be kept on file by the blaster for a minimum period of 3 years, and shall be made available to the department upon request.

(c) *Information.* Each blasting log shall contain at least all of the following information:

1. Name, signature and license number of the blaster in charge of the blast.
2. Specific blast location, including GPS location or latitude and longitude coordinates, address, and bench and station number if applicable.
3. Type of blasting operation.
4. Date and time of the blast.
5. Weather conditions at the time of the blast.
6. Diagram of the blast layout and the delay pattern.
7. Number of holes.
8. Hole depth and diameter.
9. Spacing.
10. Burden.
11. Maximum holes per delay.
12. Maximum pounds of explosives per delay.
13. Depth of top stemming used.
14. Number, type and length of stemming used between decks.
15. Total pounds and type of explosives used.
16. Distance to nearest inhabited building not owned by the operator.
17. Type of initiation used.
18. Seismographic and airblast records, which shall include all of the following:
 - a. Type of instrument and last laboratory calibration date.
 - b. Exact location of instrument and the date, time, and distance from the blast.
 - c. Name of the person and firm taking the reading.
 - d. Trigger levels for ground and air vibrations.
 - e. The **vibration and airblast levels recorded.**

Credits

History: CR 06-120: cr. Register February 2008 No. 626, eff. 3-1-08; **CR 17-034: am.**

(2) (intro.), (a), renum. (2) (b) to (2) (b) 1. and am., cr. (2) (b) 2., am. (4) (c) 2.,

Register March 2018 No. 747 eff. 4-1-18.

Current through Wisconsin Register 760, published April 29, 2019

Wis. Admin. Code § SPS 307.31, WI ADC § SPS 307.31

Wis. Adm. Code § SPS 307.20

SPS 307.20 Definitions.

In this chapter:

(1) "Airblast" means an airborne shock wave resulting from the detonation of explosives. ****

Motion #130

TRANSPORTATION

Omnibus Motion -- Change to Base

Motion:

Move to include the following transportation provisions in AB 56 / SB 59: *** [pp. 19-22]

36. *Local Regulation of Nonmetallic Mining at Quarry Operations.* Move to incorporate the provisions of LRB 3029/P4 which would limit the authority of political subdivisions to place limits or conditions on the operations of a quarry. A political subdivision would include a county, city, village, or town. The provisions would take effect on the general effective date of the bill, except as specified. Include the following provisions:

a. Definitions. Create the following definitions:

1. "Quarry" would mean the surface area from which nonmetallic minerals, including soil, clay, sand, gravel, and construction aggregate, that are used primarily for a public works project or a private construction or transportation project, are extracted and processed.
2. "Quarry operations" would mean the extraction and processing of minerals at a quarry site and all related activities, including blasting, vehicle and equipment access to the quarry site, and loading and hauling of material to and from the quarry site.
3. "Permit" would mean a form of approval granted by a political subdivision for the operation of a quarry.
4. "Nonconforming quarry site" would mean land on which a quarry existed lawfully before the quarry became a nonconforming use, including any contiguous parcel. The nonconforming status of any contiguous parcel shall be subject to the requirement that, on a five- year rolling average, 75% of the quarry materials extracted from the contiguous parcel shall be used for infrastructure-related projects, as determined by the quarry operator. If this 75% requirement is not met as to any contiguous parcel, the nonconforming status of the contiguous parcel may be suspended. The definition would not preclude a determination that a particular parcel is nonconforming under:
(a) the current law definition of a nonconforming use, which means a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform with the use restrictions in the current ordinance; or (b) common law.

5. "Contiguous" would mean sharing a common boundary or being separated only by a waterway, section line, public road, private road, transportation right-of-way, or utility right-of-way.

6. "Contiguous parcel" would mean any parcel of land, up to a cumulative limit of 80 acres, that as of January 1, 2001, is: (a) contiguous to, and is located in the same political subdivision as, land on which a quarry existed lawfully before the quarry became a nonconforming use; (b) is under the common ownership, leasehold, or control of the person who owns, leases, or controls the land on which the quarry is located; and (c) is shown to have been intended for quarry operations prior to the effective date of the ordinance that rendered the use nonconforming. The provision would specify that if the contiguous parcel of land was commonly owned, leased, or controlled on January 1, 2001, there is a presumption that the contiguous parcel of land was intended for quarry operations prior to the effective date of the ordinance that rendered the use nonconforming. [Motion #130 Page 19]

b. Local Regulation of Quarry Operations. Specify that none of the new provisions may be construed to affect the authority of a political subdivision to regulate land use for a purpose other than the quarry operations, including the provisions related to permits, blasting, water quality or quantity, and air quality. Specify that none of these listed provisions may be construed to exempt a quarry from a regulation of general applicability placed by a political subdivision that applies to other property in the political subdivision that is not a quarry unless the regulation is inconsistent with the included provisions.

Create the following prohibitions and authorizations related to local regulation of quarry operations.

1. Except as provided in (2) and (3), authorize a political subdivision to require a quarry operator to obtain a zoning or nonzoning permit to conduct quarry operations.

2. Prohibit a political subdivision from requiring a quarry operator to obtain a zoning or nonzoning permit to conduct quarry operations unless, prior to the establishment of quarry operations, the political subdivision enacts an ordinance that requires the permit.

3. Prohibit a political subdivision from requiring a quarry operator to obtain a nonzoning permit to conduct quarry operations if the quarry operation operates under a previously issued zoning permit.

4. Specify that if a political subdivision enacts a nonzoning ordinance regulating the operation of a quarry that was not in effect when quarry operations began at a quarry, the limit would not apply to that quarry or to land that is contiguous to the land on which the quarry is located, is under the common ownership, leasehold, or control of the person who owns, leases, or controls the land on which the quarry is located, and is located in the same political subdivision.

5. Prohibit a political subdivision from adding conditions to a zoning or nonzoning permit during the duration of the permit, unless the permit holder consents.

6. Prohibit a political subdivision from enacting an ordinance that prohibits continued quarry operations at a nonconforming quarry site. Continued quarry operations would include conducting quarry operations in an area of a nonconforming quarry site in which quarry operations have not previously been conducted. This provision would not modify or limit an operator's reclamation obligations under a reclamation permit.

7. Specify that, if a political subdivision requires a quarry operator to comply with another political subdivision's ordinance as a condition for obtaining a zoning or nonzoning permit, the political subdivision that grants the permit may not require the quarry operator to comply with a provision of the other political subdivision's ordinance enacted after the permit is granted while the permit is in effect.

8. Prohibit a town from requiring, as a condition for granting a permit to a quarry operator, that the quarry operator satisfy a condition that a county requires in order to grant a permit that is imposed by a county ordinance enacted after the county grants a permit to the quarry operator. Prohibit a county from requiring, as a condition for granting a permit to a quarry operator, that the quarry [Motion #130 Page 20] operator satisfy a condition that a town requires in order to grant a permit that is imposed by a town ordinance enacted after the town grants a permit to the quarry operator.

c. Local Regulation of Blasting at Quarry Operations. Create the following provisions related to local regulation of blasting at quarries:

1. "Affected area" would mean an area within a certain radius of a blasting site that may be affected by a blasting operation, as determined using a formula established by the Department of Safety and Professional Services (DPS) by rule that takes into account a scaled-distance factor and the weight of explosives to be used. (Administrative code Chapter SPS 307.41 (2) includes a scaled- distance formula calculation. In general, a scaled-distance formula is used to determine the maximum amount of explosives that can be used that ensures safety to structures within a certain distance of the blasting site.)

2. Prohibit a political subdivision from limiting blasting at a quarry. Notwithstanding the prohibition, authorize a political subdivision to require the operator of a quarry to do any of the following: (a) provide pre-blast notice of the blasting operation to all political subdivisions in which the quarry is located and owners of dwellings or other structures within the affected area; (b) require that a pre-blast building survey be conducted by a third party on dwellings and other structures within the affected area; (c) require that pre-blasting well surveys and testing be conducted by a third party within the affected area; (d) provide evidence of insurance to each political subdivision in which any part of the quarry is located; (e) provide copies of blasting logs to each political subdivision in which any part of the quarry is located; (f) provide maps of the affected area to each political subdivision in which any part of the quarry is located; and (g) provide copies of any reports submitted to DPS relating to blasting at the quarry.

3. Authorize a political subdivision to suspend a permit for a violation of the state blasting requirements under s. 101.15 of the statutes, and rules promulgated by DPS related to blasting under s. 101.15 (2)(e), only if DPS determines that a violation of the requirements or rules has

occurred and only for the duration of the violation, as determined by DSPS. (Under s. 101.15, DSPS administers rules under Chapter SPS 307, which regulate blasting and use of explosives at nonmetallic mining sites.)

4. Prohibit a political subdivision from making or enforcing a local order that limits blasting at a quarry. As an exception to this prohibition, authorize a political subdivision to petition DSPS for an order granting the political subdivision the authority to impose additional restrictions and requirements related to blasting on the operator of a quarry. If DSPS issues the order, the order may grant the political subdivision the authority to impose restrictions and requirements related to blasting at the quarry that are more restrictive than the state blasting requirements under s. 101.15 of the statutes, and DSPS rules promulgated under s. 101.15. Prohibit DSPS from charging a fee for a petition submitted by a political subdivision under this provision. Specify that, if a political subdivision submits a petition to DSPS because of concerns regarding the potential impact of blasting on a qualified historic building, DSPS would be authorized to require the operator of the quarry to pay the costs of an impact study related to the qualified historic building.

d. Local Regulation of Water Quality and Quantity Related to Quarry Operations. Prohibit a political subdivision from doing any of the following with respect to the operation of a quarry: (1) [Motion #130 Page 21] establish or enforce a water quality standard; (2) issue permits, including permits for discharges to the waters of the state, or any other form of approval related to water quality or quantity; (3) impose any restriction related to water quality or quantity; and (4) impose any requirements related to monitoring water quality or quantity.

Authorize a political subdivision to require the operator of a quarry to conduct and provide water quality and quantity baseline testing and ongoing water quality testing, to occur not more frequently than annually, of all wells within 1,000 feet of the perimeter of a quarry site when a new high-capacity well is added to an existing quarry site or a new quarry site is established. A testing requirement under this provision could not impose any standard that is more stringent than the standards for groundwater quality required by rules promulgated by the Department of Natural Resources (DNR). Authorize the political subdivision to request a report of well testing results within 30 days of the completion of testing and require the quarry operator to provide the results within that time. Specify any person offered the opportunity to have a well tested under this requirement, but who knowingly refuses testing, would waive any claim against a quarry operator related to the condition of the well, if within 90 days of the offer, the quarry operator records with the county Register of Deeds a written certification, verifying under oath that the person owning the property knowingly refused testing. Authorize a political subdivision that imposes a requirement to conduct any ongoing water quality or quantity testing of wells adjacent to existing quarry sites prior to the effective date of the budget act, to continue to do so.

Authorize a political subdivision to enforce properly adopted local water regulations. In addition, authorize a political subdivision to suspend a permit for a quarry operation for a violation of state law or rules promulgated by DNR relating to water quality or quantity, only if DNR determines that a violation of state law or rules has occurred and only for the duration of the violation, as determined by DNR.

e. Local Regulation of Air Quality and Fugitive Dust Related to Quarry Operations.

Notwithstanding the current authorization in s. 285.73 of the statutes for local governments to administer certain air pollution control programs, prohibit a political subdivision from doing any of the following with respect to the operation of a quarry: (1) establish or enforce an ambient air quality standard, standard of performance for a new stationary source, or other emission limitation related to air quality; (2) issue permits or any other form of approval related to air quality; (3) impose any restriction related to air quality; or (4) impose any requirement related to monitoring air quality.

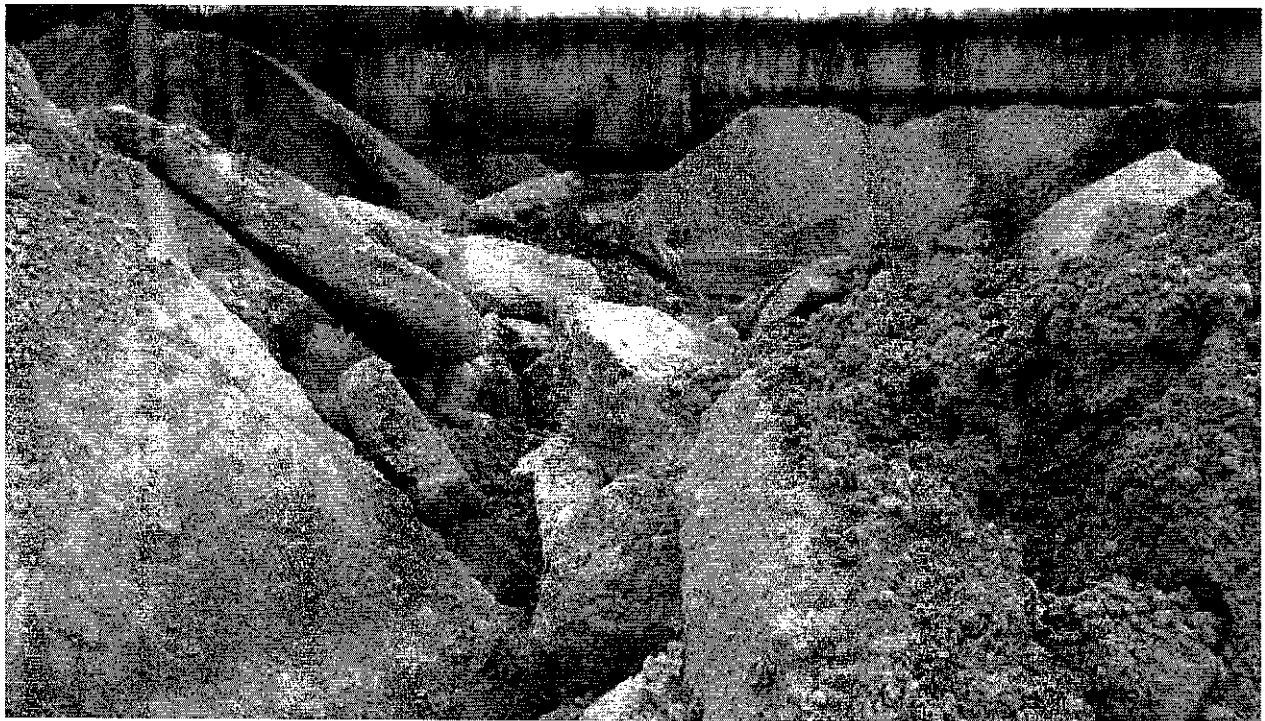
As exceptions to this prohibition, authorize a political subdivision to: (1) take actions related to air quality that are specifically required or authorized by state statute; (2) require the operator of a quarry to use best management practices to limit off-site fugitive dust; (3) enforce properly adopted fugitive dust regulations; or (4) suspend a permit for operation of a quarry for a violation of state law or rules promulgated by DNR relating to air quality, only if DNR determines that a violation of state statute or rules has occurred and only for the duration of the violation, as determined by DNR. [Motion #130 Page 22]

Joint Finance Committee Transportation Budget Blocks Local Control Of Quarries

By Rich Kremer

Published:

• Tuesday, June 11, 2019, 6:35am



Provisions tucked into the state transportation budget by leaders of the Legislature's Joint Finance Committee would block local governments from regulating blasting at rock quarries and sand and gravel pits without state approval. The language would also prevent local governments from regulating air or water quality at quarries beyond state standards.

Joint Finance Committee co-chairs Alberta Darling, R-River Hills, and John Nygren, R-Marinette, introduced a motion Thursday night that included provisions that prohibits a county, town, village or city from "making or enforcing a local order that limits blasting at a quarry." The motion does

provides an exception that allows a local government to petition the state Department of Safety and Professional Services (DPS) for the right to impose blasting restrictions.

The motion also bars local governments from creating air and water quality standards, issuing air and water permits or imposing "any restriction related to water quality or quantity."

The motion is similar to language regarding quarries included in the 2017-2019 state budget. That was vetoed by former Gov. Scott Walker, who said at the time he objected to "inserting a major policy item into the budget without sufficient time to debate its merits."

Erin Longmire is the executive director of the Aggregate Producers of Wisconsin. She told WPR the attempts to limit local regulations of quarries and other aggregate mining operations in the current and past budget is a response to towns and counties enacting ordinances that go beyond regulations set by the state Department of Natural Resources, Environmental Protection Agency and Mine Safety and Health Administration.

"We have, already, these regulations in place," said Longmire. "It's just the extra layer of various local municipalities who've taken it upon themselves to add more overzealous regulations has caused us to take a step toward a direction of more statewide control over this."

Longmire said there isn't any reason to regulate the aggregate industry more than it already is other than to force producers out of business.

"What was becoming a problem is we have local units of government who are overstepping in many areas as it relates to our operation to a point where we have some that have even had to cease operations," said Longmire.

In the Town of Deerfield in Dane County concerns about how an expanding limestone quarry could impact a historic church led town board members to pass local blasting regulations in 2015 that go beyond

state administrative code. It allows blasting between 9 a.m. and 5 p.m. on weekdays. The state regulations allow blasting from sunrise to sunset and doesn't specify which days.

The Deerfield ordinance also sets limits on ground vibrations and airblast intensity that are more restrictive than those set by the state.

Deerfield town board supervisor Bill Roelofs told WPR the measures are meant to protect a 165-year-old church that sits across the street from a quarry owned by Forever Sandfill & Limestone. He said the company objected to the 2015 restrictions set by the town arguing it effectively stopped all blasting at the quarry. Roelofs said the contention between the quarry and the town was a driving force behind the 2017 attempt to limit local control.

"Deerfield was mentioned numerous times in the meetings that were held between various parties," said Roelofs.

Roelofs said he suspects the current language inserted into the budget is also related to overriding Deerfield's quarry regulations. He said while the state does have blasting regulations on the books there are only two inspectors at DSPS to ensure companies are following the rules.

"The town is right there. We see the results of blasting," Roelofs said. "We hear from the people that are involved ... in my opinion, a one size fits all solution to blasting is not appropriate."

Local government groups including the Wisconsin Towns Association and Wisconsin Counties Association have been negotiating with Republicans in the state Legislature over road funding for weeks according to League of Wisconsin Municipalities deputy director Curt Witynski. He said the current language on quarries is "more palatable" than what was introduced in 2017.

"We're pretty much not going to raise a fuss about this even though ordinarily, as a matter of principal, we don't like preemption of local

control," said Witynski. "But given the context and overall negotiations, all the local governments are standing down at this point on the issue."

Still, representatives of the Wisconsin Towns Association and Wisconsin Counties Association said they were still reviewing the Joint Finance Committee motion relating to quarries and aggregate producers.

The budget motion approved by the finance committee included \$90 million in general fund money that would go to local governments for road improvement projects.

The state's business lobby group, Wisconsin Manufacturers and Commerce, said it was reviewing the matter and could not comment.



From: Jesse Wesolowski jweslaw@aol.com
Subject: Transportation Budget Motion #130 preemption of Local Regulation of Nonmetallic Mining
Date: June 18, 2019 at 2:30 PM
To:

Draft 6/18/19

Dear [Governor] [Senator] [Representative] _____:

The City of Franklin has a limestone quarry. The substantial area of the properties adjoining the Franklin quarry are residential properties, primarily single-family homesteads.

After years of efforts by the City, working with the Wisconsin Department of Natural Resources and other Department(s) staff, the quarry operators and their representatives, and the Franklin residents and property owners, and numerous public meetings and hearings on the subject matter of the quarry use and operations, the City of Franklin, more than 22 years ago, on June 3, 1997, adopted Planned Development District Ordinances Nos. 23 and 24 (Limestone Quarry and Mixed Use). The then quarry operators participated in the drafting of the Ordinances and concurred with the result of their approval and adoption. Payne & Dolan, Inc. was one of the then two operators and now is the singular operator of the entire quarry which is the entirety of the property regulated by the Ordinances. The Ordinances provide regulations for the operator's extraction and related quarry operations which provide for and protect the public health, safety and welfare and will satisfactorily mitigate any potential negative impacts of such uses on surrounding properties. The regulations include in part, limits on blasting, specified hours of operation, extraction area boundaries, standards for opacity and air quality, and stormwater management and for a water quality plan. The Ordinances provide for the monitoring of blasting and the City as such has been assisted by a consultant for such ongoing services through the years. The City also has a Quarry Monitoring Committee which has regular public meetings through the years and attendees include the quarry operator and the City consultant.

The City of Franklin is opposed to the Transportation budget Omnibus Motion provisions adopted by the Joint Committee on Finance on the night of June 6, 2019, that preempt *Local Regulation of Nonmetallic Mining at Quarry Operations* (Motion #130, pp. 19-22). We understand that a similar provision was included in the 2017-2019 state budget, which was vetoed by former Governor Scott Walker, who said at the time he objected to "inserting a major policy item into the budget without sufficient time to debate its merits." The current Transportation budget should not preempt *Local Regulation of Nonmetallic Mining at Quarry Operations* and you should oppose that provision. If adopted, it should be vetoed by the Governor.

Sincerely,

Stephen R. Olson,
Mayor

cc: Attorney Curtis A. Witynski,
Deputy Director,
League of Wisconsin Municipalities

STATE OF WISCONSIN

ASSEMBLY

Jessie Rodriguez, 21st District
PO Box 8953, Madison, WI 53708
(608) 266-0610 or 1-888-534-0021 Fax: (608) 282-3621
Rep.Rodriguez@legis.wisconsin.gov

Ken Skowronski, 82nd District
PO Box 8953, Madison, WI 53708
(608) 266-8590 or 1-888-534-0082 Fax: (608) 282-3682
Rep.Skowronski@legis.wisconsin.gov

Chuck Wichgers, 83rd District
PO Box 8953, Madison, WI 53708
(608) 266-3363 or 1-888-534-0083 Fax: (608) 282-3683
Rep.Wichgers@legis.wisconsin.gov

SENATE


Chris Larson (7th Senate District)
PO Box 7882, Madison, WI 53707-7882
(608) 266-7505 Fax: (608) 282-3547
Sen.Larson@legis.wisconsin.gov

David Craig (28th Senate District)
PO Box 7882, Madison, WI 53707-7882
(608) 266-5400
Sen.Craig@legis.wisconsin.gov

GOVERNOR

www.evers.wi.gov / www.wisconsin.gov

Tony Evers, Office of the Governor
115 East Capitol, Madison, WI 53702
(608) 266-1212
eversinfo@wisconsin.gov

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 6/18/2019</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Provision of the Approved Kayla's Playground Ambassador Program Manual to the Common Council</p>	<p>ITEM NUMBER M. 5.</p>
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The Common Council previously directed that copies of the manual for the Kayla's Playground Ambassador Program as approved by the Parks Commission be forwarded to them for their information.

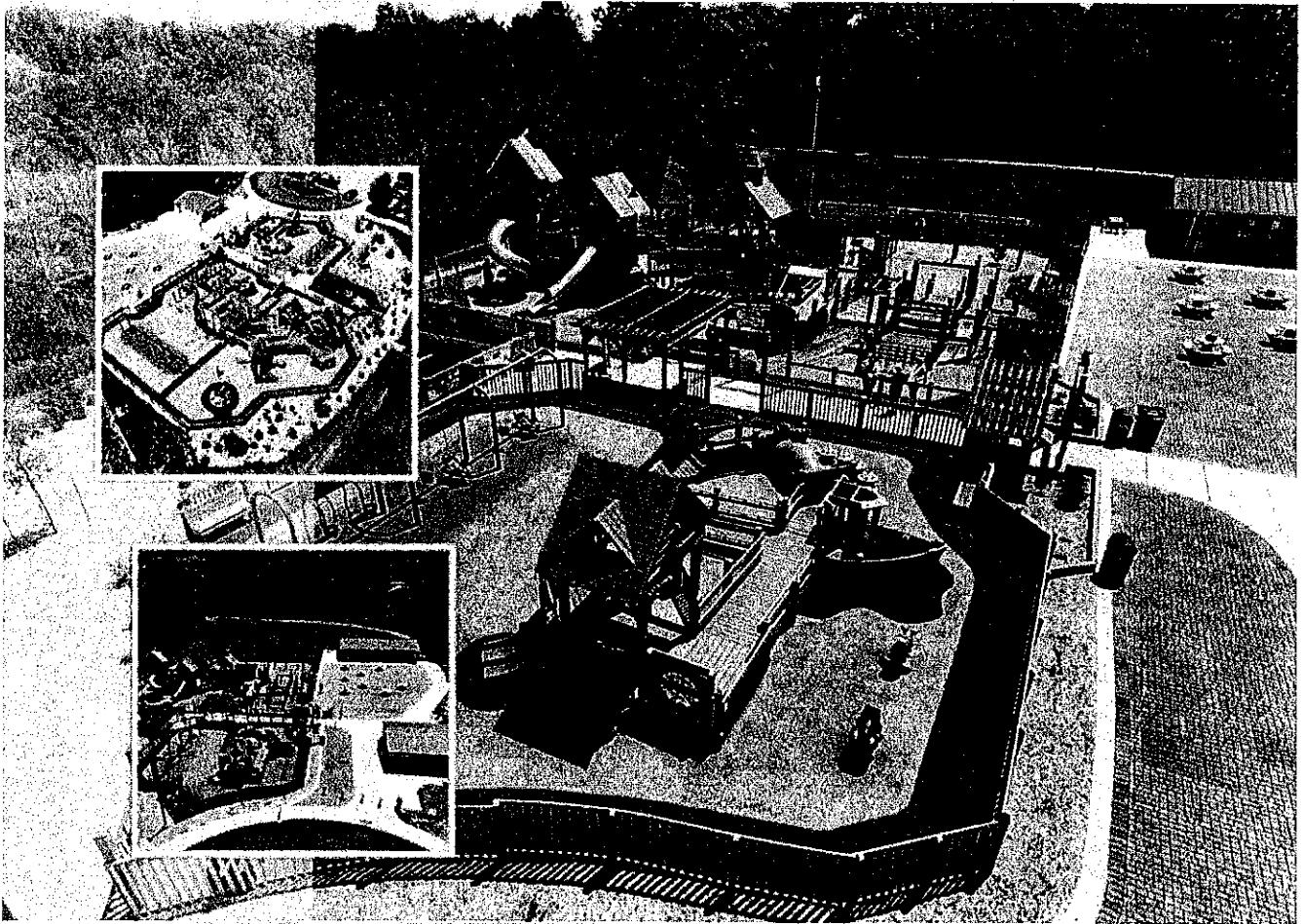
Attached is said manual as approved by the Parks Commission at their meeting of June 10, 2019.

In addition to the manual, the Parks Commission included a recommendation that the Ambassador Program, through the Ambassador Program Coordinator, be allowed to solicit and accept donations. Donations could be in the form of monetary, supplies, such as bandages for the first aid kit, or for coupons, such as for ice cream cones, that a volunteer could distribute to children who exhibit particularly nice or cooperative behavior. The donations could either offset the limited costs of the programs or enhance the programs acceptance and recognition. Any donations would be recorded by the Ambassador Program Coordinator and reported to the Director of Administration, who will prepare a Council Action Sheet for the acceptance of the donation by the Common Council, as per common practice.

COUNCIL ACTION REQUESTED

No action is required.

Kayla's Playground Ambassador Program



Nestled within a beautiful setting of 38 acres at Franklin Woods Nature Center, Kayla's Playground offers a playful and relaxing atmosphere for people of ALL abilities. The playground was inspired by Kayla Runte and her friends. Kayla never walked or spoke a word, but she had friends who encouraged her and in return taught valuable life lessons of compassion, patience and acceptance. After Kayla's passing in August of 2012, Kayla's Krew was formed and began fundraising to fulfill their mission to build an all-inclusive and all-accessible playground as a foundation to teach life lessons naturally through play. With the support of the City of Franklin and the community, the 12,000 square foot playground was built by an enormous effort of 1500 volunteers over the course of 9 days. The grand opening for the playground was October 9, 2015.

Experience the wonder and beauty of Kayla's Playground!

Franklin Woods Nature Center, 3723 W. Puetz Road, Franklin, WI



Table of Contents

Introduction and Welcome from Mayor Olson	3
City of Franklin Vision and Mission	4
Kayla’s Playground Mission, Vision, and Award Recognition	4
Executive Summary of Kayla’s Playground Ambassador Program	5
City of Franklin Parks Commission Organization	7
Becoming a Playground Ambassador	7
Background Checks	7
Appearance/Identification	8
Insurance Coverage	8
Ambassador Expectations and Duties	9
I. Basic Do’s and Don’ts	9
II. General Duties	9
III. Providing Information to Patrons and Program Coordinator	10
IV. Using Safety Measures	10
V. Reporting Safety Hazards	11
VI. Handling Difficult Situations and Emergencies	11
VII. Handling Lost and Found Items.....	12
VIII. Attending Meetings.....	12
IX. Evaluating Playground Ambassador Experience	12
City of Franklin Duties	13
Emergency Contact Information.....	13
Park Rules and Regulations	13
Useful Resource Information	16
Items for Ambassador Backpack/First Aid Kit.....	16
Kayla’s Playground Scheduled Visit Form.....	17
Franklin Woods Pavilion Permit Form	18
Kayla’s Playground Donation Picket Order Form	20
Kayla’s Playground at Franklin Woods Nature Center – Playground Features	21
Ambassador Application, Agreement and Evaluation Forms	23
Kayla’s Playground Ambassador Performance Evaluation/Exit Interview	23
Playground Ambassadors Safety and Responsibility Agreement	25
Playground Ambassadors Volunteer Agreement and Acknowledgements	26
Kayla’s Playground Ambassador Program Application	27

Introduction and Welcome

This reference manual is provided as a training guide and ongoing resource for Kayla's Playground Ambassadors. The Ambassador Program Volunteer Coordinator may provide additional training information and materials specific to Kayla's Playground as needed. Ambassadors will receive training necessary to safely perform the duties and tasks outlined in the Ambassador Job Description.

Dear Friend:

If you're reading this manual you are considering donating your valuable time and energy to help the Franklin community provide a welcoming, safe, inclusive and accessible place for children of all ages to play and learn. It's only through people like you, those willing to step up, that this wonderful park and playground exists.

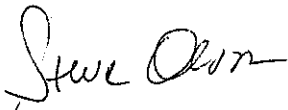
Perhaps you helped with the creation of this wonderful award winning playground. If so, welcome back. If you're new to the park and playground, welcome. I'm certain that you'll be enriched by the experience that you're about to have. I hope that you'll be able to feel the wonder and joy of a child (or adult) with physical challenges get their first experience of swinging on a swing, or a parent swinging with their child, looking at the joy on their faces as their tummy's get tickled.

Your participation will be a big part of providing a safe and wondrous experience for our best asset, our children.

The Franklin community will be a better place for your service.

On behalf of the citizens of the city, the city staff and the Franklin Common Council, thank you for your time and effort volunteering for this wonderful program at this wonderful place.

With gratitude,



Mayor Steve Olson

Spring, 2019



Mayor Olson working hard to build Kayla's Playground



Retired Department of Public Works Supervisor, Jerry Schaefer, pushing Franklin resident, Leah Vogedes in the Liberty Swing

City of Franklin

Vision Statement

The City of Franklin's vision is to enhance the quality of life for present and future generations by providing economic growth through the highest quality of residential, recreational, and business development in Southeastern Wisconsin.

Mission Statement

The City of Franklin's mission is to be a well-planned model community providing for a high quality of life for residents of all ages. The future of Franklin is founded on quality development that includes smaller and mixed-use commercial centers and corridors, that provides for new office parks that attract knowledge-workers and information industries to the community, while continuing to develop and maintain quality residential areas that provide a wide range of housing opportunities to support the needs of working professionals, seniors, and families. The residents of Franklin will have access to parks, open space, and a wide range of recreational programs and facilities that help to promote an active and healthy lifestyle. Franklin will be a community where modern conveniences, friendly people, and a small town atmosphere combine with low crime, a clean environment, and quality educational opportunities to make Franklin the primary destination to live and learn, work and play, and to do business.

Kayla's Playground

Mission Statement

To provide a playground which is inspiring and truly all-accessible and all-inclusive for all children and families of any age and ability. Our goal is to provide a common ground to enrich social skills through play, create friendships for a lifetime and promote peer advocacy programs through collaboration with community partners.

Vision Statement

To enable all who have special needs to forget about the challenges they are presented with daily while teaching others the value of friendship and compassion. The vision is to offer the playground as a foundation for the community to embrace all abilities. The hope is to foster life lessons that cannot be taught from a textbook, but rather experienced firsthand with the heart.

Award Recognition

Since Kayla's Playground opened in October of 2015 it has received the following awards, recognitions and ratings:

2016 Public Policy Award Winner

2016 Franklin Public School District Award Recognition

2016 Milwaukee A-list for Best Playground

2017 Milwaukee Magazine for Best Playground

2017 Milwaukee A-list for Best Playground

2019 Included in "Our Favorite Milwaukee Area Parks to Enjoy with Kids" written by MKE Mom's Blog

Current Google Rating of 4.9/5.0 from 216 Google Reviews

As of May of 2019, Kayla's Playground has 2,958 Followers on Facebook

The Playground Ambassador Program will be key in helping to preserve this wonderful community offering

Executive Summary

Kayla's Playground Ambassador Program City of Franklin, WI

Days: Thursday-Sunday

Hours: 12:00-8:00 pm (Four 2-hour shifts offered each day)

Season: June 1, 2019 through Labor Day

Location: Kayla's Playground at Franklin Woods Nature Center

Length of commitment: Volunteers participate in a brief training/overview session and if identified as an Ambassador, sign up for a minimum of one two-hour session per week with an overall commitment of a minimum of 10 hours

Age: Minimum of 16 years and older with a valid driver's license

Reports primarily to: Ambassador Program Coordinator

May report to: Franklin Police Department and/or Department of Public Works

Work environment: Outdoors

Background check required: Yes

Primary Responsibilities:

Kayla's Playground Ambassadors are visitor's first impression of this award-winning playground. Each Ambassador will display outstanding visitor hospitality while encouraging playground safety. Ambassadors are out-going, personable and dedicated volunteers demonstrating the highest level of professionalism in their public engagement while working with children and adults of all abilities. They are committed to promoting an enjoyable recreational experience to park patrons by demonstrating the mission and vision of Kayla's Playground.

Mission

To provide a playground which is inspiring and truly all-accessible and all-inclusive for all children and families of any age and ability. Our goal is to provide a common ground to enrich social skills through play, create friendships for a lifetime and promote peer advocacy programs through collaboration with community partners.

Vision

To enable all who have special needs to forget about the challenges they are presented with daily while teaching others the value of friendship and compassion. The vision is to offer the playground as a foundation for the community to embrace all abilities. The hope is to foster life lessons that cannot be taught from a textbook, but rather experienced firsthand with the heart.

Kayla's Playground was built to be an inclusive play space for people with and without disabilities. Ambassadors will represent the playground's mission and engage our community in the vision of the playground. Ambassadors will be at the playground to:

- Engage in conversation with playground visitors

- Encourage safe and inclusive play
- Make the playground welcoming
- Answer questions from children and adults
- Advocate for people with disabilities and special needs
- Educate patrons about equipment features
- Help build a positive community
- Collect and report important usage data by counting the number of visitors and cars located at the playground midway through shift
- Report any damaged equipment or flooring or other potential hazards which could prohibit a safe play environment
- Bring awareness to programs offered (reading program, senior/youth programs, personalized picket program)
- Offer information to visitors to operate Liberty Swing and Ability Whirl safely and properly

The Ambassador shall demonstrate a subject-matter expertise in the history and features of Kayla's Playground at Franklin Woods Nature Center. This opportunity as Ambassador will focus on care for the playground guests with the goal of safety and a positive visitor experience. The Ambassador should report any potential repairs or maintenance concerns to the Ambassador Program Coordinator who will report to the Department of Public Works as needed to assure Kayla's Playground and the facilities are clean, safe and inviting. When needed, the Ambassador will work and communicate with the Franklin Police Department for law enforcement and when needing emergency first responders when life safety, criminal, or search/rescue conditions exist within the playground. If program establishment occurs, the Ambassador will work with community partners such as the Franklin Public Library and the Franklin Health Department for education opportunities offered at the playground.

Ambassadors should select their shifts using the on-line Signup Genius link which will be provided to those persons who are identified as Ambassadors. Ambassadors who are not the first shift of the day are expected to arrive 10 minutes prior to their shift to allow any communication to occur between Ambassadors. All Ambassadors are required to wear their program provided t-shirt and lanyard which includes the Ambassador's name and the City of Franklin's Important Emergency Contact listing. Ambassadors are expected to be ready to serve as positive role models to represent the mission and vision of Kayla's Playground. Ambassadors will be on the playground or in the paved area outside of the playground to access the space alongside children and families. Successful Ambassadors will be energetic and enthusiastic, easy to talk to, accessible for children and adults who may have questions and be comfortable in providing support without being an authority figure.

If Ambassadors are found not adhering to these guidelines outlined above and within this manual, termination may occur. Upon termination, Ambassadors will be asked to turn in their t-shirt/lanyard provided by the City of Franklin. Terminated volunteers will also be asked to fill out the Kayla's Playground Ambassador Performance Evaluation/Exit Interview (included in this manual).

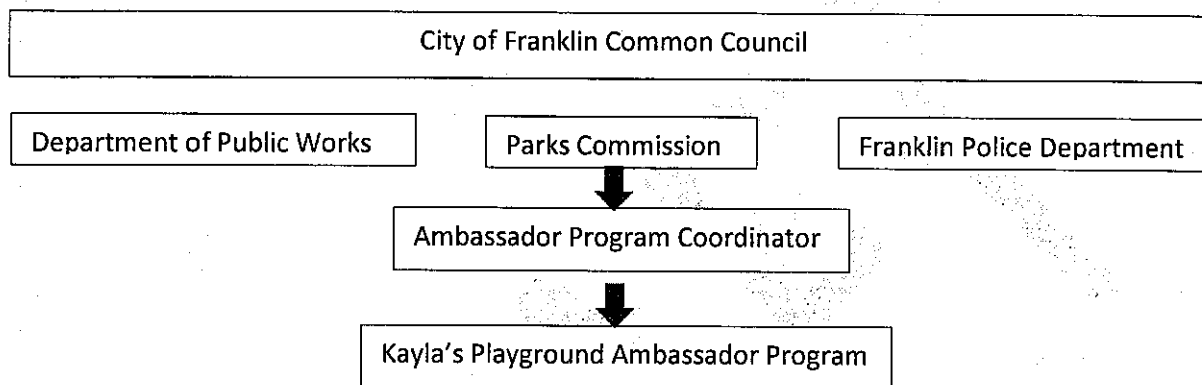
AMBASSADORS ARE VOLUNTEERS TO THE CITY OF FRANKLIN. AS VOLUNTEERS, THEY ARE NOT PROVIDED PAY, HEALTH OR MEDICAL INSURANCE OR COVERAGE, OR WORKERS COMPENSATION INSURANCE OR COVERAGE.

A note to students who need community service: Are you in need of volunteer hours for graduation, confirmation, NHS or any other group? Become an Ambassador and volunteer for the summer! Other learning opportunities may exist with volunteer training, recruitment, organizing events and providing community resources and education.

City of Franklin Parks Commission Organization

The City of Franklin Parks Commission will oversee Kayla's Playground Ambassador Program. The Program Coordinator will be part of the Parks Commission and function as a non-voting member. The Playground Ambassador supports a growing number of citizens who dedicate their time to support and assist City of Franklin staff in all aspects of Kayla's Playground at Franklin Woods Nature Center. This volunteer program provides the training and opportunity for community members to become involved in the care of Kayla's Playground. Not only will the Ambassador Program give participants a chance to assist the City of Franklin departments overseeing the operations of Kayla's Playground, but it also offers a chance to interact with staff to develop a sense of ownership and community of Kayla's Playground.

The Kayla's Playground Ambassador Program is governed by the City of Franklin Parks Commission. The Parks organizational tier is as follows:



Becoming a Playground Ambassador

Volunteers interested in becoming a Playground Ambassador are required to attend a training program. After the training program is completed, attendees will be asked to complete and sign the Kayla's Playground Ambassador Program Application (see attached). Background checks and references will be processed through the City of Franklin/Ambassador Program Coordinator and applicants will be contacted as appointments are made.

Playground Ambassadors will be trained in the use of Signup Genius and receive a link to select their shifts. Signup Genius will also be a way to track volunteer hours and shifts. If Ambassadors are unable to fulfill a shift, the Program Coordinator must be contacted and made aware of 24-hours in advance so another Ambassador may be identified to fill the vacant shift. Communication between Program Coordinator and Playground Ambassadors will occur primarily via email and face-to-face interaction.

Background Checks

Ambassadors you will be acting as a volunteer through the City of Franklin. Ambassadors will have unsupervised access to children under sixteen years of age, interaction with developmentally disabled persons or vulnerable adults. Due to the nature of this role, all applicants will be required to undergo a conviction or criminal background record check. Since there are costs incurred by the city for this service, training is offered **before** applications are submitted to ensure that applicants are serious in their interest in becoming Ambassadors and are completely comfortable with the role of Ambassador before applying.

Appearance/Identification

All Playground Ambassadors will be required to wear a Kayla's Playground Ambassador shirt and nametag provided by the City of Franklin. This will assist playground visitors in identifying Playground Ambassadors. Shorts or pants are to be worn with assigned Ambassador shirt. Shorts should have an inseam which is 3" or greater. Pants can be khakis or denim with no holes. No athletic tights or workout gear-the only exception is for Ambassadors who use a wheelchair for mobility. Tennis shoes, or comfortable shoes, are allowed and recommended since Ambassadors will be walking the playground and on their feet for 2 hours. Ambassadors should only wear the program assigned shirt when they are representing their role as Ambassador and fulfilling their shift. Ambassadors who sign-up for 3 or more shifts in a week will receive an additional shirt. If a shirt is soiled beyond laundering or damaged, please notify the Program Coordinator for a replacement.

Insurance Coverage

Personal Property:

The City of Franklin is not responsible for a volunteer's personal belongings/property. It is recommended that all Ambassadors carry insurance to cover damage to personal belongings or property. Personal tools and equipment should not be used to perform volunteer duties. In addition, items provided in the first aid kit are not intended for personal use outside of an Ambassador's shift.

Personal Liability and Accident Insurance:

Please check with your personal insurance agent about liability coverage or health coverage. Also, please carefully read the "Playground Ambassador Safety and Responsibility Agreement" located later in this document.

Ambassador Expectations and Duties

As representatives of the City of Franklin Parks Commission, Playground Ambassadors must exemplify the playground rules and regulations. Ambassadors are expected to “set an example” for park visitors and guests. An Ambassador is a diplomatic representative of the Parks Commission who promotes and ensures a positive relationship between the City of Franklin and playground users. Some of the expectations of Ambassadors include but are not limited to:

I. Basic Do's and Don'ts

Do

Be polite and friendly, with a desire to be helpful!

Speak positively about the playground, nature center and the rules

Be a good neighbor. Set a good example by obeying the playground and park rules yourself.

Be familiar with playground rules and regulations so that you can explain when asked or when you see a violation. Hand out appropriate brochures when available.

Give out accurate information. If Ambassadors cannot answer a question, document patron's name and contact information along with question and share with Program Coordinator for follow-up.

Make eye contact with playground visitors and smile as a warm welcome.

Complete a Shift Report after every shift.

Don't

Enforce the rules - educate instead. There are reasons behind every rule, but the main reasons is to maintain a safe and welcoming environment.

Argue with or scold a visitor. Remain calm and, if needed, refer the visitor to the posted playground and park signs. Take notes on the event and report in Shift Report via email to Program Coordinator for action steps (see *II. General Duties* below).

Be impatient, harsh, sharp, or rude to the visitors. As a representative of the City of Franklin Parks Commission, professionalism is the key to a successful playground experience.

II. General Duties

As a Playground Ambassador certain duties/tasks are expected. These may include but are not limited to the following.

Signup for shifts via Signup Genius and fulfilling at least one 2-hour shift per week.

Complete a “Shift Report” following each shift and on the same day as the shift occurred. A “Shift Report” is simply an email to the Program Coordinator (ParkAmbassador@franklinwi.gov) addressing the following:

Summary of events or activities occurring during the shift;

Unusual or suspicious activity taking place in the park;

Broken or damaged equipment or flooring problems; and

Results of any data collected during shift (discussed further below).

Greeting and assisting visitors, informing them of parks rules and regulations (see park rules section), answering questions about the playground and surrounding area, hand out informational brochures if available.

Please dress appropriately.

Avoid offensive language or conduct.

Collect usage data as determined by the Parks Commission, such as counting the number of visitors and cars located at the playground midway through shift.

Educate visitors of the history of Kayla's Playground and Park Rules and Regulations posted at Franklin Woods Nature Center.

Complete a more detailed incident report if requested and if such form is adopted for use.

III. Providing information to Patrons and Program Coordinator

The more Ambassadors know, the more confident and helpful they are to visitors. However, Ambassadors are not expected to know the answer to every question. When this occurs the Ambassador is encouraged to tell the visitor they will report the question to Program Coordinator and to expect a phone call within 48 hours. Ambassadors should record the question along with a contact phone number from the patron to include in the Shift Report to the Program Coordinator.

Program Coordinator: Michelle (Shelly) Runte

Contact: (414) 630-2288

Email: ParkAmbassadorCoordinator@franklinwi.gov

Furthermore, the City of Franklin Clerk's Office can provide current information about pavilion availability, rental rates and reservation application (attached).

**City Clerk's Office
9229 W. Loomis Road
Franklin, WI 53132
Phone: 414-425-7500
Fax: 414-425-6428**

Hours: M-F, 8:30 a.m. to 5 p.m.

IV. Using Safety Measures

Ambassador safety is important to the overall success of the program; therefore, Ambassadors should:

Discuss any physical limitations which may inhibit fulfillment of a 2-hour shift prior to starting role as an Ambassador.

Use proper lifting techniques (using legs and back) when lifting objects such as the ramp to engage the Liberty Swing.

Discuss any health conditions with Program Coordinator in case of an emergency, i.e., medications, allergies, existing medical conditions.

Inform Program Coordinator of any items which need to be replenished in the Ambassador backpack (see attached listing of products provided).

Dress properly for weather.

Wear sturdy, comfortable shoes for standing and walking around the playground for assigned shift.

V. Reporting Safety Hazards

Playground Ambassadors are required to report any safety hazards to the Program Coordinator. These hazards can range from work related safety hazards to natural safety hazards. Typically, such items can be included in the Shift Report. Some such potential safety hazards are, but not limited to:

Hanging limbs in trees.

Damaged picnic tables or playground equipment in need of repair or having exposed sharp edges, nails etc.

Expired lights in restrooms.

Tripping hazards.

Bee, wasp or bird nests identified on the playground.

In the event of a safety hazard **presenting a significant and immediate public health and safety concern**, the Department of Public Works should be contacted at 414-425-2592. After the hours of 3:30 pm, the Police Department should be contacted at 414-425-2522.

VI. Handling Difficult Situations and Emergencies

Playground Ambassadors may encounter a difficult situation or an emergency. An emergency may include but is not limited to the following: fire, a vehicular accident, a medical emergency or a lost child. In any of these cases it is critical that certain guidelines are followed.

- Calling 911 for police, fire or medical assistance emergency police matters.
- Calling Police Dispatch at 425-2522 for non-emergency situations.
- Contact the Program Coordinator Immediately after contacting police for both emergency and non-emergency situations.
- Use good judgment. Do not put yourself at risk.
- Not attempting to enforce the park rules, educate instead. Take note of infractions/rules which are not followed and include in Shift Report to Program Coordinator.
- If a visitor is having a domestic dispute, such as fighting, contact the Police Department immediately. Again, contact the Program Coordinator after contacting police.
- If possible, stop additional cars from entering parking lot to allow service providers to enter.
- If it is a medical emergency send a bystander to call for help and stay with the visitor.
DO NOT perform CPR unless you have had CPR training and your CPR card is current.
Never administer medication to a visitor or guest.
- If a vehicular accident occurs **without** the need for medical assistance, include in Shift Report to Program Coordinator.

If any of these events occurred, a summary of the event(s) or reference to the event(s) should be included in the Shift Report.

VII. Handling Lost and Found Items

Playground Ambassadors may be the first contact in lost and found situations. The Ambassador's first response is to assess the situation and identify if the lost/found item involves a potential crime. If the Ambassador feels there may be a chance of a potential of crime involved around the lost or found item, then police should be called. All other non-crime lost and found items should be accounted for and included in the Shift Report to the Program Coordinator. If the Program Coordinator is unavailable it is important to take down pertinent information and report to Program Coordinator via email. Ambassadors should report the following information:

Lost

1. Who is reporting the lost item?
Get name, address, and telephone number
Date-Time-Lost
2. What is missing?
Note color, size, make, design, unique features, value, etc.
3. How did it turn up missing?
Was it left behind, stolen, loaned to another person
4. When was it last used or seen?
In a restroom, playground, vehicle, woods, etc.

Found

1. Who is reporting an item found?
Obtain name, address, and telephone number (sometimes this may be the Ambassador)
2. Where was item found?
Note the exact location.
3. What time was item found?
4. What type of item was found?
Record as much information and description as possible.
5. Does owner want to claim item later?
Put a temporary tag with this information on the found item. Notify Program Coordinator to coordinate pickup.

VIII. Attending meetings

Playground Ambassadors are expected to attend bi-annual meetings (one in Spring and one in Fall) to establish clear communication with Program Coordinator and to provide an opportunity for the City of Franklin to recognize the efforts of the Ambassadors. These meetings will be a good time to address questions or concerns of all the Playground Ambassadors and to identify any potential areas of program improvement.

IX. Evaluating Playground Ambassador Experience

Playground Ambassadors will be asked to evaluate their volunteer experience and Program Coordinator as well as asked to comment on additional training or information needed to assist in performance of duties. Honest assessment of the Ambassador experience is appreciated and will help identify needed improvements such as providing additional information or training. The Program Coordinator will complete the bottom section of the evaluation form.

If at any time there is a concern regarding the performance of the Program Coordinator, Ambassadors are instructed to contact the Director of Administration for the City of Franklin (414) 858-1100 to express concerns.

City of Franklin Duties

Purpose

In exchange for volunteer service, the City of Franklin will provide the Kayla’s Playground Ambassador with an opportunity to provide an important and meaningful public service by protecting and enhancing Kayla’s Playground at Franklin Woods Nature Center. The City will provide training for each Playground Ambassador as an opportunity to learn about and to enjoy the beautiful playground offered at Franklin Woods Nature Center.

The City’s duties under this Agreement are to:

Provide written information regarding specific duties, safety requirements, playground rules and laws related to recreational use, emergency contact lists and reporting procedures.

Orient and train Playground Ambassadors to the expected responsibilities as described previously.

Provide updated emergency contact phone list.

Upon request, the Program Coordinator may provide a letter of reference for Playground Ambassador.

Provide uniform (shirt) and name tag to be worn during 2-hour shift as Playground Ambassador.

Emergency Contact Information

Ambassadors should have access to the following important contact information at all times during their shift. Please enter these phone numbers into your phone to save time in accessing.

Title, Name	Phone Number
Program Coordinator, Michelle Runte	(414) 630-2288
Franklin Police Non-Emergency	(414) 425-2522
Franklin Police, Fire and EMS EMERGENCY	911
Department of Public Works	(414) 425-2592

Playground and Park Rules and Regulations

The purpose of rules is to protect our playground resources and visitors. Ambassadors will be sharing information about rules with the public. It is important that as a volunteer of the City of Franklin, Ambassadors are expected to provide a good example by following all the park rules.

Generally, people want to know what the rules are and what behavior is acceptable, but they don't always understand why a rule is required or why compliance is important. Listed below are several rules which park visitors sometimes overlook. Following each rule is a brief explanation of why the rule is necessary, and what you as a Playground Ambassador can do to help inform visitors of the rules.

REMINDER: ALWAYS make sure the verbal and written information you give visitors is up-to-date and accurate. This may prevent any misunderstandings if a situation or violation should occur. Don't ever hesitate to let visitors know if unsure of a rule and follow-up with Program Coordinator or other designee to answer.

No Food or Drink

There are “No Food or Drink” signs posted at the entrance of the playground.

Why the rule? This is to maintain a clean and welcoming playground area for play. Food and beverage spills not only can cause litter and stains to the playground surface, but become an invitation for bees and wasps to visit the playground which is a safety concern for visitors. Garbage and recycle receptacles are located at the entrance of the playground.

Pets

In the City of Franklin, pets are required to be on a leash. Owners are responsible for cleaning up after their pets. Animal waste is to be placed in a plastic or paper bag and deposited in identified garbage cans. Pets are not allowed on Kayla's Playground, but are welcome in all other areas of Franklin Woods Nature Center.

Why the rule? Allowing pets on playground increase the potential for animal waste posing a health hazard especially in the 2-5 year old area where there may be younger children crawling on the flooring. In addition, we must protect people from being unexpectedly startled, attacked or bitten as they walk in the playground area; many people are afraid of dogs. Visitors also need to be protected as some children and adults are allergic to dogs. Leashing also keeps animals from getting lost or injured.

What can you do? Set a good example. Explain the rules using the rules posted at the playground as a resource.

Alcohol

Alcohol is strictly prohibited

Why the rule? To prevent alcohol consumption that may result in dangerous situations and disruptive behavior associated with its abuse.

What can you do? Do not attempt to enforce the rules, notify the Program Coordinator or other designee of any infractions.

Smoking is prohibited per City of Franklin Ordinance

In 2018, the City of Franklin amended an ordinance which defines "smoking" as inhaling or exhaling a lightened or heated tobacco product or smoking device that creates aerosol or vapor. This includes the following products:

Cigars
Cigarettes
Pipes
Hookahs
Marijuana
Electronic cigarettes
Vape pens.

Smoking and use of electronic cigarettes is prohibited in any public space.

Motorized Vehicles

All motorized vehicles are prohibited in Franklin Woods Nature Center.

No Golfing

Golfing is not permitted per City of Franklin ordinance.



Image of Parks Department sign currently posted at Franklin Woods Nature Center.

DRAFT

Useful Resource Information

Items in Ambassador Backpacks

Resource Information-laminated for reference (as provided in this manual on the pages listed below)

Executive Summary of Kayla's Playground Ambassador Program.....	15
Items for Ambassador Backpack/First Aid Kit.....	18
Kayla's Playground Scheduled Visit Form.....	21
Franklin Woods Pavilion Permit Form.....	23
Kayla's Playground Donation Picket Order Form.....	25

Paper towels

Small Packages of baby/handy wipes

Disinfectant wipes

Hand Sanitizer

Non-latex gloves

First Aid Kit (Should not be used to treat, only used for providing supplies to visitors)

DRAFT



Kayla's Playground Scheduled Visit

Franklin Woods Nature Center
3723 W. Puetz Road, Franklin, WI 53132

Kayla's Playground is open to all visitors and is not reservable. Therefore no permit is required for a group to visit the playground. In an effort not to overcrowd the playground or parking area any given day, groups wishing to use the playground are requested to schedule a date at the City of Franklin Clerks office. There will be no fee for a scheduled visit, but the playground, patio area and pavilion must be shared with other park visitors. **Charcoal grills and ground fires are not allowed at anytime at Franklin Woods.**

Please Note: You may request a Pavilion Permit at the City Clerks office. The Pavilion Permit would reserve the pavilion only for your group. The playground and patio area would still be shared with all park visitors.

PLEASE PRINT

Name of Group: _____

Person in Charge: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone Number: _____ Business Phone: _____

Number in Group: _____

Means of transport: (Bus or Car) _____

Visit Date: _____ Time: _____ am to _____ pm

I have read, understand and agree that the area and facilities will be used in accordance with the ordinances, rules and regulations of the City of Franklin Common Council and the Park Commission. Please read rules and regulations on the reverse side before signing.

Signature: _____ Date: _____

In case of emergency, or to report any problems on the day of your reservation, please call
City of Franklin Police Department (414-425-2522)
and/or Monday thru Friday from 7:00a.m. – 3:30p.m., City of Franklin Park Staff (414-425-2592)

.....
 APPROVED REJECTED For Office Use Only
 DATE: _____

Approved by: _____
 OFFICE OF THE CITY CLERK, phone 414-425-7500



PAVILION PERMIT

Franklin Woods Nature Center
Home of Kayla's Playground
 3723 W. Puetz Road, Franklin, WI 53132

THIS PERMIT MUST BE POSTED AT PAVILION ON DAY OF PICNIC RESERVATION

* This permit entitles you to the following items: Use of the pavilion, electricity, picnic tables within the pavilion and water. There are no grills available. You may bring a gas grill for food preparation – **Charcoal grills and ground fires are not allowed at anytime at Franklin Woods.**

* **Kayla's Playground and patio area must be shared with the general public.**

* No refunds are allowed unless requested in writing at least thirty (30) days before the pavilion permit date. **There will be a \$25 cancellation fee.** Pavilion permit fees are based on attendance and are set by the Park Commission. **A security deposit of \$100.00 is required for all locations.**

* Rides, games, tents and other equipment are not permitted on park property unless indicated on pavilion permit and approved by the Park Commission. **Mechanical rides, dunk tanks, inflatable's, etc. must obtain a separate Entertainment and Amusement License, which must be approved by the Common Council.** Inspections will be made prior to the event by the Electrical, Building and Fire departments. Tents cannot be erected prior to contacting the city and shall be subject to inspection. * Limited parking is permitted in designated parking lot only. Cars and other vehicles are not permitted in park areas.

* No staples, tape or thumb tacks are to be used in park pavilion. If removal of such is required after your rental you will be charged for damages and the amount will be deducted from your deposit.

PLEASE PRINT

Name/Type of Group: _____

Permit Holder: _____ Type of Activity: _____

Address: _____ City: _____ Zip: _____

Telephone Number: _____ Business Phone: _____

Number in Group: 1-49 (maximum) / \$75 1-49 Non Franklin Groups/Additional \$25

(Note: Groups exceeding the number specified on permit will be subject to additional fees. Parks will be monitored by park personnel)

\$100 security deposit (refundable after Council approval)

(Note: there is no alcohol consumption permitted at Franklin Woods Nature Center-Kayla's Playground)

Note: Larger groups will be required to request a special permit from the Franklin Park Commission

Date: _____ Time: _____ am to _____ pm (Pavilion is available from 9:00 a.m. to 9:00 p.m.)

I have read, understand and agree that the area and facilities will be used in accordance with the ordinances, rules and regulations of the City of Franklin Common Council and the Park Commission. Please read rules and regulations on the reverse side before signing.

Signature: _____ Date: _____

In case of emergency, or to report any problems on the day of your reservation, please call

City of Franklin Police Department (414-425-2522)

and/or Monday thru Friday from 7:00a.m. – 3:30p.m., City of Franklin Park Staff (414-425-2502)

APPROVED

REJECTED

For Office Use Only

DATE: _____

Permit Fee: \$ _____

Plus Deposit: \$ 100.00

TOTAL: \$ _____

Check No. _____

Approved by: _____

OFFICE OF THE CITY CLERK, phone 414-425-7500

White - Administration

Yellow - Applicant

Make Checks Payable to: CITY OF FRANKLIN

PERMIT RULES AND REGULATIONS FOR USE OF FRANKLIN PARKS

As residents, we share and enjoy over 150 acres of parks. We also share in a major responsibility to preserve and properly use our public facilities. Knowledge of, and adherence to, park rules and regulations will help create an awareness and appreciation of our valuable park and recreation investment.

1. Pavilion rental is available from 9:00 am to 9:00 pm. All decorating, set up and clean up must be done within your rental time.
2. No commercial sales, for profit, of any kind are allowed on park property. Solicitations, donations or contributions are not permitted, except where authorized by permit.
3. Live music is prohibited unless indicated on pavilion permit. Both canned and live music cannot exceed 55 decibels from point no greater than 150' from point of sound origin, including use of radios, stereos, karaoke and other audio devices per City Ordinance.
4. No telephone reservations are accepted.
5. A pavilion permit is required to reserve the pavilion areas. All other areas are shared with the general public. Rides, games, tents and other equipment are not permitted on park property, unless indicated on pavilion permits. Mechanical rides, dunk tanks, inflatables, etc. must obtain a separate entertainment and amusement license, which must be approved by the Common Council. Inspections will be made prior to event by the electrical, building and fire departments. Tents cannot be erected prior to contacting the City and shall be subject to inspection.
6. Fires may only be started in gas grills to be used for food preparation. Charcoal grills and ground fires are not allowed at anytime at Franklin Woods.
7. Limited parking is permitted in designated parking lot only. Cars and other vehicles are not permitted in park areas.
8. Litter and other waste must be deposited in proper City garbage receptacles. Failure to comply will result in future denial of pavilion permit requests and could result in a fine. Dumping of any waste matter, of any kind, is prohibited in any City Park or public property.
9. No refunds are granted unless requested in writing at least thirty (30) days prior to pavilion permit date. A \$25 cancellation fee will be charged if refund is approved.
10. Overnight camping is prohibited.
11. Motorized vehicles, including off-street and/or recreational vehicles, are not permitted, unless otherwise posted.
12. Animals in park areas must be leashed at all times, per City Code. Any animal waste must be removed or deposited in a proper receptacle.
13. Destruction, injury, defacement or removal of city property is prohibited per City Code.
14. Firing or discharge of any projectile in a park is prohibited, per City Code.
15. Games and/or amusements are to be conducted only in the designated area approved by the Park Commission and the Common Council.
16. In case of snow or icy conditions, the City parks trails will not be maintained. The City is not liable if injury occurs.
17. Any form of golf is not permitted in any City Park.

Violation of park/pavilion rules and a violation of local and/or state laws can result in a fine, imprisonment or both. City of Franklin Park Staff (414-425-2502) and/or City of Franklin Police Department (414-425-2522) will implement enforcement of park rules and regulations.

Promote Parks Positively!

Thank You for Your Participation and Cooperation



Playground Fence Picket Order Form

The City of Franklin is selling fence pickets, engraved with your custom message, to be used in the construction of the fence for the all-accessible, all-inclusive Kayla's Playground at Franklin Woods.



\$40 per Picket

Name: _____

Address: _____

Phone: _____

E-mail: _____

Please **PRINT** the wording in the box below to be inscribed on the picket. Maximum of 17 characters which includes letters, numbers, and spaces. A heart, smiley face, cross, and ampersand are select available graphical characters that can be used. Leave box empty for a space and draw a heart, smiley face, cross, or ampersand in box where requesting graphical character. *Note: The City of Franklin reserves the right to reject any inappropriate custom picket message submissions.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

To place your order:

- **By cash or check (made payable to the "City of Franklin"):** Please print, fill out, and bring this form along with your cash or check to the Treasurer's Office at Franklin City Hall, 9229 W. Loomis Road, Franklin, WI 53132 (if paying by check, this form and check can also be mailed to the Treasurer's Office).
- **By credit card:** if you are wishing to make a donation via credit card, please visit www.franklinwi.gov.

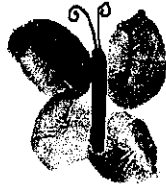
NOTE: We are proud to be teamed up with Franklin High School to produce and install the custom pickets. Because this is part of the education of our kids, pickets are produced and installed only during the following periods:

- Orders placed between April 28, 2018 & October 27, 2018 will be installed early November 2018.
- Orders placed between October 28, 2018 & April 27, 2019 will be installed in June 2019.
- Orders placed between April 28, 2019 & October 26, 2019 will be installed early November 2019.

The City of Franklin reserves the right to reject any inappropriate custom picket message submissions.

INSTALLATION NOTE: There needs to be at least 15 pickets ordered within the following time periods to offer the students a learning opportunity. In the event there are not enough picket orders to fulfill the 15 picket requirement within a given time period, the orders which remain will automatically be moved into the next ordering and installation timeframe and the City of Franklin will notify the purchasers of the delay. Thank you for your understanding as we offer the students of Franklin High School this hands-on learning opportunity.

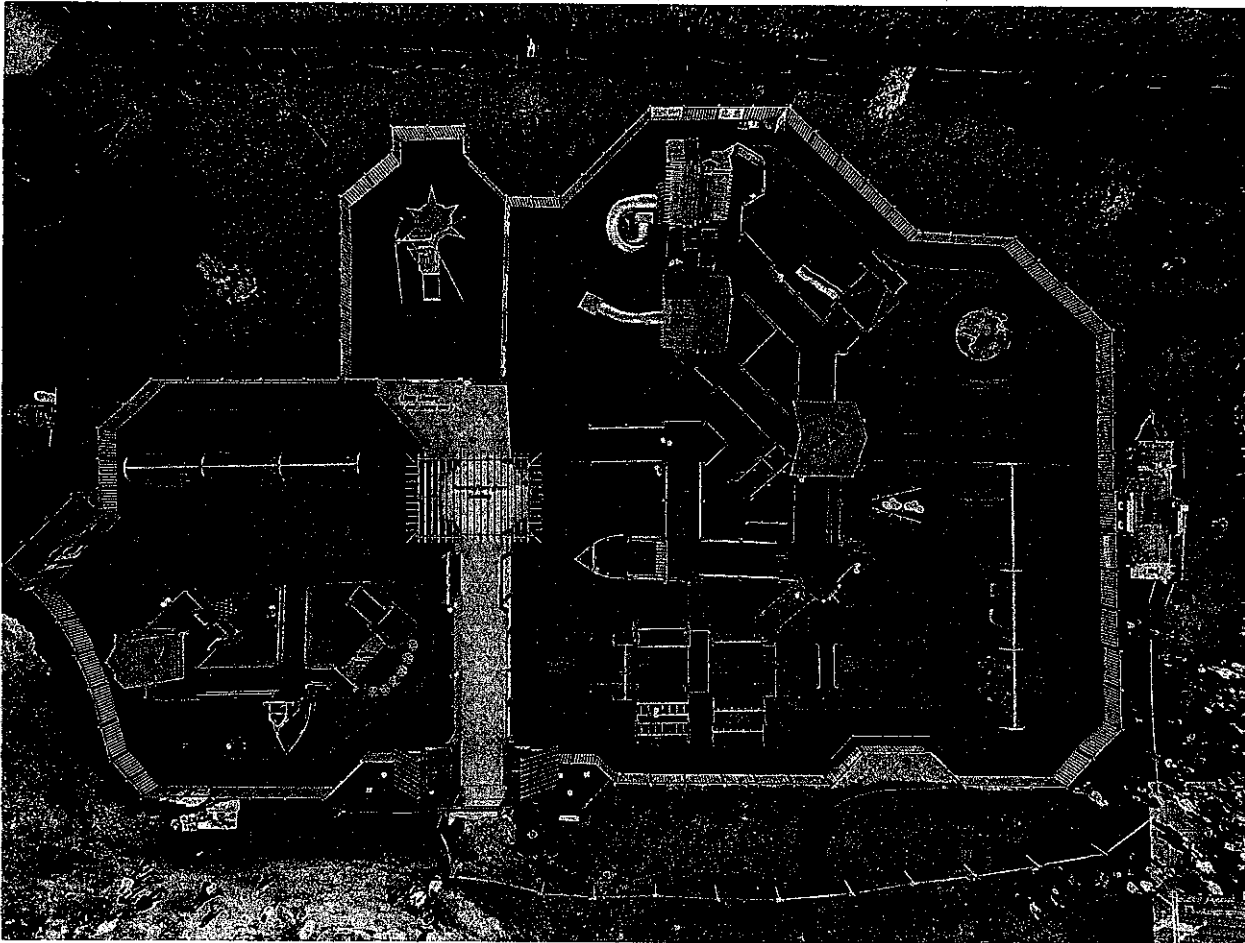
Questions? Please email lhuenig@franklinwi.gov or call 414-858-1100.



Kayla's Playground at Franklin Woods Nature Center Playground Features

- Cushioned play surface increases protection from falls. Cushion calibrated to possible fall heights
- Pervious play surface provides dry, environmentally friendly drainage. Prevents insects.
- Fully accessible merry-go-round for two children in wheelchairs to enjoy along with other children, two seats for children with balance issues.
- Two "expression swings" for parent/child interaction while swinging together
- Two different stainless steel slides made in Germany. No electrical interference for those with cochlear implants.
- Slides are oriented north to keep them cool. Structures designed to provide additional shade
- Registered "Little Free Library" stocked with books for children. Take one, leave one.
- Covered seating area for rest, relaxation, reading and socializing while watching the children play
- One way in, one way out to provide safety and security for the children
- Fully accessible "Liberty Swing" for children in wheelchairs imported from Australia
- Interactive toys in the 2-5 area
- Bucket swings in both areas to accommodate larger children needing seated security
- Climbing wall in 5-12 area and a small climbing wall in the 2-5 area with appropriate cushioned play surface
- Climbing trees in the 5-12 area with appropriate cushioned play surface
- Rope climb in the 5-12 area with appropriate cushioned play surface
- Fully accessible ramping to activities with high and low grip railings
- Wetland over-look (fully accessible) in the 5-12 area.
- Rocking boat deck (accessible) in the 5-12 area
- Kid's city hall, library, Police Station and fire house in 2-5 area
- Short dual slide in 2-5 area (fiberglass)
- Short slide in 5-12 area (fiberglass)
- Tire Swing in 5-12 area
- Rope climb and rope bridge with appropriate cushioned play surface in 5-12 area
- Wiggly balance beam in 5-12 area
- Two height monkey bars, rings and twist rings in 5-12 area with appropriate cushioned play surface
- Designed "hide and seek" area under the slides in the 5-12 area. No pinch or choke points.
- Paver patio for picnics and relaxation that's pervious surface to filter run-off to the wetlands
- Pavilion with area for gas grill cooking
- Fully accessible restrooms for males, females and families with water fountain and adult changing tables
- Pet water fountain
- Circle drive to facilitate bus drop-off and pick-up

- Large grass area for lawn games
- Monitored security cameras
- All plastic engineered components for no splinters
- Light colored surface for a cool playground during hot summer months
- Seating located throughout for parents and caregivers
- Landscaping designed for low maintenance, environmental enhancement and to attract butterflies
- Playground designed for future enhancement



Kayla's Playground Ambassador Performance Evaluation/Exit Interview

Name: _____

Date: _____

Rating Scale

3 Always or High

2 Average

1 Seldom or Low

0 Never

Teamwork Was the Playground Ambassador team oriented? _____

Personal Appearance

Does the Playground Ambassador wear the appropriate uniform in a neat and professional manner? _____

Customer Service

Does the Playground Ambassador provide customer service that is consistent with the goals of the City of Franklin and Kayla's Playground? _____

Following Instructions/Assignments

Does the Playground Ambassador follow instructions and job assignments given by supervising staff? _____

Does the Ambassador complete an assignment / task in a timely manner? _____

Does Ambassador complete the assigned tasks and meet the standards of the park and the supervisor? _____

Playground Ambassador to complete

Overall, did you have a good experience volunteering?

What did you like most about your role?

What did you dislike about your role? What would you change about your role?

Do you feel you had the resources and support necessary to accomplish your role? If not, what was missing?

Playground Ambassador signature: _____ Date: _____

Program Coordinator signature: _____ Date: _____

DRAFT

Playground Ambassadors Safety and Responsibility Agreement

Reporting

I agree to submit regular Shift Reports and to comply with the notification and reporting expectations in "Reporting Safety Hazards" and in "Handling Difficult Situation and Emergencies".

Personal Abilities and Physical Conditions

I agree to perform only those tasks that are within my knowledge, ability, and physical capability. I will inform and communicate to the Program Coordinator any health condition(s) which may limit my ability to perform my Ambassador role. I acknowledge that I should wear an appropriate medical alert bracelet or device if I take any medications or have any allergies or existing medical conditions which may be important to know in the case of an emergency.

Equipment

I agree to report any damaged equipment or damaged flooring to the Program Coordinator as soon as possible to expedite repairs by the Department of Public Works.

Not an Employee

I understand and acknowledge that I am a volunteer and will not present myself to another person as an employee of the City of Franklin.

Hazards and Risks

I understand and acknowledge that volunteering as a Playground Ambassador may expose me and my property to certain unavoidable hazards or risks, including but not limited to the following: the potential for confrontational situations and heat exposure.

Emergencies

I understand that I should call 911 for police, fire, or medical assistance when required.
I understand that the supplies in the First Aid Kit provided in the Ambassador Backpack can be offered to visitors as a supply only. I understand that Ambassadors are not allowed to treat any injuries of patrons.
I understand that I should call the Program Coordinator or other designee as soon as reasonably possible to report any emergency situation. I understand and agree that I should use good judgment. I understand that I should not put myself or others in danger. I understand and agree that I am not responsible to enforce park rules or other laws or regulations, and this agreement does not authorize me to do so. I understand that my approach should be one of educating the public, not enforcing laws.

Behavior

I understand that I should arrive 10 minutes prior to my 2-hour shift wearing my program provided t-shirt and be ready to serve as a positive role model to represent the mission and vision of both the City of Franklin and Kayla's Playground. I will be energetic and enthusiastic, easy to talk to, accessible for children and adults who may have questions, and be comfortable in providing support without being an authority figure.

Transportation

I understand that the Playground Ambassador Program does not provide transportation and that I must arrange for my own transportation. I further understand that if I provide my own personal transportation vehicle I will do so in compliance with the Playground Ambassador Volunteer Agreement.

Signature

Printed Name

Date

Playground Ambassador Volunteer Agreement and Acknowledgements

The person named on this form wishes to participate and volunteer as a Playground Ambassador. The City of Franklin and its employees wish to ensure to the fullest extent possible that the City and its employees are not sued or held liable for injuries sustained by the volunteers. I make this release and agreement on my behalf, and on behalf of anyone who would be able to sue if I were injured while participating as a volunteer. In return for being allowed to participate as a volunteer for the Playground Ambassador Program, I agree and acknowledge as follows:

1. Participation as a volunteer carries with it some risk of serious injury, including even in rare cases death. The risks include, but are not limited to those caused by over exertion, the equipment, the facilities, staff mistakes, and the actions of others;
2. I assume all risk by participating as a volunteer Playground Ambassador;
3. I understand that the City of Franklin and its employees are relying upon the agreements and representations I make herein;
4. I release the City of Franklin and its employees from any and all claims, including negligence claims and claims relating to personal injury or property arising out of my participating as a volunteer Playground Ambassador, except I do not release reckless or intentional tort claims;
5. I have carefully read this document and understand it. With knowledge of the risks involved and rights that I give up, I waive the rights I might otherwise have, and I freely sign this document.

FURTHERMORE, I acknowledge and understand the following:

- As a Playground Ambassador I am a volunteer, and I am NOT an employee of the City of Franklin and will not receive any pay for serving as a volunteer;
- As an authorized volunteer of the City of Franklin, I agree to follow and comply with all of the training and direction provided by the City of Franklin, including the Program Coordinator.
- I have received a description and explanation as to what are the duties of a Playground Ambassador, covering generally both what to do and what not to do.
- Municipal Workers Compensation coverage does not apply to volunteers Playground Ambassadors; as such, volunteers are liable for all medical or related payments of any kind. (The City of Franklin's LWMMI Policy does have \$10,000 of premise/operations medical payments for accidental injury which may be applicable in limited circumstances but such coverage is in excess of the volunteer's private, group, or governmental health program.)
- In the event of injuries to others which are caused or alleged to be caused by a volunteer Playground Ambassador, the volunteer's homeowner's or renter's "liability insurance" coverage is primary. If the homeowner's/renter's coverage limits are inadequate, the volunteer has coverage under the Municipalities LWMMI Policy, depending upon the specific circumstances of the event or occurrence.
- Since no part of the duties of a Playground Ambassador involves driving, a volunteer does not have any coverage provided by the City for damage to or damage or injuries caused by a Playground Ambassador's vehicle.
- All volunteers should consider obtaining umbrella insurance coverage due to the nature of volunteering.

LASTLY, I acknowledge and understand that the federal Volunteer Protection Act of 1997 provides protection to volunteers of governmental entities for harm caused by acts or omissions of the volunteer. In general, no volunteer of a governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the governmental entity. To be immune from liability to a third party, a volunteer must satisfy these requirements:

1. **The volunteer must act within the scope of his or her responsibilities as a volunteer on behalf of the organization.**
2. The volunteer must be properly licensed, certified, or authorized if necessary.
3. The harm that was caused was not a result of willful, criminal, or reckless misconduct, gross negligence, or conscious indifference to the rights of the individual harmed.
4. The harm was not caused by the volunteer while operating a vehicle for which the state requires a license or insurance.

Signature _____

Printed Name _____

Date _____

Kayla's Playground Ambassador Program Application AND Consent and waiver for criminal background check authorization

Print Full Legal Name: _____

Address: _____

If you have lived at your current address for less than 5 years, please provide your most recent prior address:

Email address: _____

Phone number: _____ Date of Birth: _____

List any past volunteer experience and year(s) of service

Are you applying to fulfill any required volunteer service hours? _____ yes _____ no
(ex: NHS, Boy/Girl Scouts, College Applications, Confirmation)

If yes, please provide the following

Program or Organization _____

Contact Person and phone number _____

Please circle shirt size: Small Medium Large XL 2XL 3XL 4XL

I understand that as a volunteer Playground Ambassador, I may have contact with children less than sixteen (16) years of age, developmentally disabled persons, or other vulnerable persons. As such, I understand that the City of Franklin will require and perform a background investigation. I want and hereby authorize the City of Franklin (which includes its authorized representatives) to request and receive any and all background information about or concerning me including, but not limited to, my criminal history. I also authorize the City to make reference checks relating to my volunteer service. I understand that this information will be used to determine my eligibility as an authorized volunteer Playground Ambassador with the Kayla's Playground Ambassador Program. The criminal history, as received from the reporting agencies, may include arrest and conviction data, as well as plea bargains and deferred adjudications. I also understand that as long as I remain a volunteer for the City, the criminal history check may be repeated at any time without my further approval. I understand that a procedure is available for clarification or appeal if my application to volunteer is declined based upon the results of the background check. I understand that the background check may contain information about my character and general reputation. I understand that I may be asked to relinquish my volunteer position at any time if any of my actions are deemed inappropriate while volunteering as a Playground Ambassador. I also consent to my photo being taken and used in promotional materials or otherwise, including as part of the Playground Ambassador database. I release, hold harmless, and agree to indemnify the City, which includes all of its employees, officer, agents, and representatives, from or for any liability, claim, judgment or damages related to providing any information or records and for the release of or the failure to release any information or records about me. I further understand and acknowledged that I have honestly and voluntarily provided the above information for volunteer purposes, and I have carefully read and understand this authorization.

Signature

Printed Name

Date

If Participant is under 18 years old then: 1) Signature of Parent or guardian is also required on same line, and 2) the word "I" used above means "I and my parent/guardian."

APPROVAL <i>pd</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 18, 2019
REPORTS & RECOMMENDATIONS	RESOLUTION APPOINTING BOND TRUST SERVICES CORPORATION TO SERVE AS FISCAL AGENT IN CONNECTION WITH THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A, DATED APRIL 20, 2016	ITEM NUMBER <i>B.6.</i>

Background

DTC has served the City as paying agent for debt issues for a very long time. DTC is the GoTo vendor for payments of this type. The City interacts with DTC only twice a year as debt service payments are due. Due to the infrequency of the interaction, communications become strained. In 2013, when the former Finance Director retired, staff was unaware that the former Dir of Finance's email address was the sole communication method. Several communications were missed as there was no monitoring of the old email address.

Recently, DTC initiated a new method of communicating with them. City staff is not equipped to correspond with DTC in the designated manner. Learning a one off communication method used but two times per year is not efficient. Beginning June 5, 2019, DTC is mandating a particular communication method, which if not followed would delay payments. Delayed payments would adversely impact the City's debt rating and increase debt costs significantly.

With the more recent debt issues, the City has appointed Bond Trust Services, an Ehler's unit, as fiscal agent. There are many touch points with Ehlers, and debt payments just become one more touch point with Ehlers.

There are four payments remaining on the lone debt issue for which DTC is the fiscal agent.

Recommendation

Staff is recommending that Bond Trust Services be appointed as the replacement agent on the remaining payments for GO Refunding Bonds, Series 2016A.

The DRAFT Fiscal Agency Agreement and resolution appointing Bond Trust Services fiscal agent is attached.

Fees are comparable to those paid via DTC.

COUNCIL ACTION REQUESTED

Motion adopting Resolution 2019____, a Resolution appointing Bond Trust Services Corporation to serve as fiscal agent in connection with the General Obligation Refunding Bonds, 2016A, dated April 20, 2016.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. _____

RESOLUTION APPOINTING BOND TRUST SERVICES CORPORATION TO SERVE AS
FISCAL AGENT IN CONNECTION WITH THE GENERAL OBLIGATION REFUNDING
BONDS, SERIES 2016A, DATED APRIL 20, 2016

WHEREAS, the City of Franklin, Wisconsin (the "City") has outstanding its General Obligation Refunding Bonds, Series 2016A, dated April 20, 2016 (the "2016 Bonds");

WHEREAS, the 2016 Bonds were issued in book-entry-only form registered in the name of CEDE & CO. as nominee of The Depository Trust Company, New York, New York ("DTC"), and DTC acts as securities depository of the 2016 Bonds;

WHEREAS, the City Clerk or City Treasurer currently serve as the fiscal agent for the 2016 Bonds;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to appoint a bank or trust company to serve as fiscal agent and to perform the duties of registrar and paying agent with respect to the 2016 Bonds; and

WHEREAS, the Common Council now deems it to be necessary, desirable and in the best interest of the City to enter into a contract with Bond Trust Services Corporation, Roseville, Minnesota to serve as the City's fiscal agent with respect to the 2016 Bonds and to serve as registrar and paying agent for the 2016 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

1. Appointment. The City hereby appoints Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") to serve as its fiscal agent with respect to the 2016 Bonds pursuant to Wis. Stats. Sec. 67.10(2). The Mayor and City Clerk are hereby authorized and directed to enter into a contract with the Fiscal Agent to act on the City's behalf (the "Fiscal Agency Agreement"). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference and may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the 2016 Bonds.

2. Payment of the 2016 Bonds. The principal of and interest on the 2016 Bonds shall be paid by the Fiscal Agent in accordance with the terms of the Fiscal Agency Agreement and the resolution authorizing the 2016 Bonds.

3. Notice of Appointment of Fiscal Agent. The officers of the City are authorized and directed to work with the City's financial advisor, Ehlers & Associates, Inc., to provide notice of the appointment of the Fiscal Agent to DTC and to issue a material event notice regarding the appointment of the Fiscal Agent in accordance with the terms of the City's continuing disclosure

obligations with respect to the 2016 Bonds under Rule 15c2-12 of the Securities and Exchange Commission.

4. Conflicting Resolutions; Effective Date. The resolutions authorizing the 2016 Bonds are hereby ratified and confirmed in all respects except as specifically provided herein. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 18th day of June, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of June, 2019.

Stephen R. Olson
Mayor

ATTEST:

Sandra L. Wesolowski
City Clerk

(SEAL)

AYES _____ NOES _____ ABSENT _____

EXHIBIT A

(See Attached Fiscal Agency Agreement)

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 1st day of July, 2019 between the City of Franklin, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its General Obligation Refunding Bonds, Series 2016A, dated April 20, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and resolutions adopted by the Municipality on March 1, 2016 and April 4, 2016 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on June 18, 2019, the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, and registering and transferring the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of September 1, 2019 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or

principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding each interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity date.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The

Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity if in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

XII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall

become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

By: _____
Stephen R. Olson
Mayor

(SEAL)

Sandra L. Wesolowski
City Clerk

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA
Fiscal Agent

(SEAL)

By: _____
Paying Agent Administrator

Attest _____
Paying Agent Administrator

SCHEDULE A

Debt Service Schedule
\$5,770,000 General Obligation Refunding Bonds, Series 2016A
of the City of Franklin, Wisconsin
dated April 20, 2016

(SEE ATTACHED)

DRAFT

City of Franklin, Wisconsin

\$5,770,000 General Obligation Refunding Bonds, Series 2016A

SINGLE PURPOSE

Dated: April 20, 2016 Winning Bidder: Raymond James & Associates, Inc.

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2019	-	-	22,100.00	22,100.00	22,100.00
03/01/2020	1,095,000.00	2.000%	22,100.00	1,117,100.00	-
09/01/2020	-	-	11,150.00	11,150.00	1,128,250.00
03/01/2021	1,115,000.00	2.000%	11,150.00	1,126,150.00	-
09/01/2021	-	-	-	-	1,126,150.00
Total	\$2,210,000.00	-	\$66,500.00	\$2,276,500.00	-

SCHEDULE B



REGISTRAR AND PAYING AGENT FEE SCHEDULE FOR BOOK-ENTRY ONLY TRANSACTION

I. Initial Fee: \$450.00

The initial fee payable at closing covers:

- 1) Review of final bond documents;
- 2) Communication with Municipal Advisor and Bond Counsel;
- 3) Coordination of delivery of Bond(s) for closing; and
- 4) Set up of necessary accounts and records.

II. Annual Administration Fee: \$400.00

The annual fee, payable in advance, covers:

- 1) Invoicing and collection of scheduled debt service payments;
- 2) Documentation and wiring of scheduled debt service payments;
- 3) Handling all correspondence and communications with The Depository Trust Company;
- 4) Maintenance of Issuer's account;
- 5) Destruction of Bond(s);
- 6) Processing of optional redemption notices; and
- 7) Audit verification letters.

III. Additional Services:

- 1) Processing of Mandatory Sinking Fund Notices - \$100 per notice

Fees for services other than those listed above not contemplated at the time of issuance will be charged based on the type of service performed, expenses incurred, time involved, and responsibility assumed.

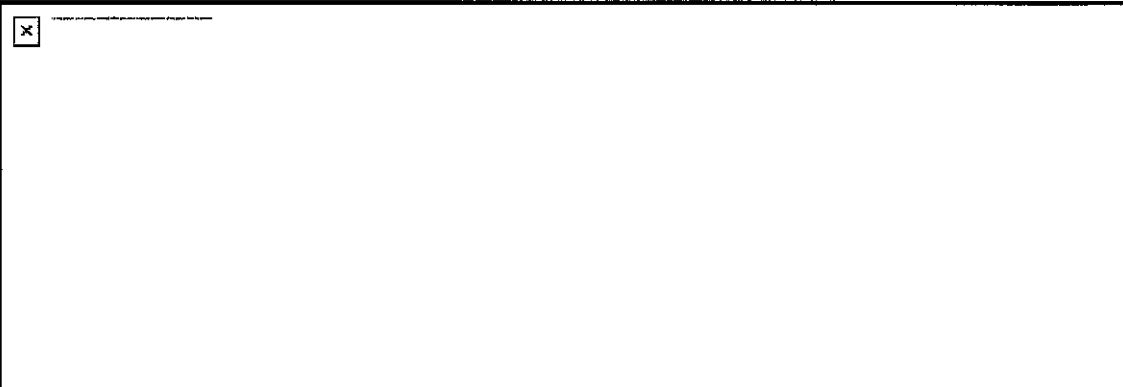
The above fees may be subject to periodic review and/or adjustment.

6/2019

Paul Rotzenberg

From: Ehlers <editor@ehlers-inc.com>
Sent: Tuesday, May 14, 2019 11:38 AM
To: Paul Rotzenberg
Subject: CLIENT ALERT: Upcoming procedural changes for self-paying municipal securities issuers

Having trouble viewing this email? [Click here](#)



The Depository Trust Company (DTC) Announces Procedural Changes for Self-Paying Issuers

Last week, DTC advised municipal securities issuers acting as their own paying agent for “book-entry” issues of imminent principal and interest payment procedure changes that will affect how wire transfers are processed.

What's happening?

DTC introduced a standard Microsoft Excel template for payment processing and wire transfer detail. As of June 5, 2019, DTC agents will no longer accept unique file formats or manual wire transfer break-downs for bond principal and interest payments.

What does it mean?

After June 5, 2019, self-paying issuers must submit payments using DTC's

standard file transfer template. Payments and wire transfer breakdowns submitted without the correct formatting will be delayed until proper documentation is received, which may increase the potential for a late payment.

A late payment is an enumerated material event under the secondary disclosure requirements of the Securities and Exchange Commission's (SEC) Rule 15c2-12 and must be publicly disclosed within ten (10) business days of occurrence via the Electronic Municipal Market Access (EMMA) system of the Municipal Securities Rulemaking Board (MSRB). A late or missed payment can negatively affect an issuer's credit profile and rating which can, in turn, increase interest costs on future debt issues and restrict access to capital. Additionally, material events, such as late payments, must be disclosed in any Official Statements for a period of five years following the date of occurrence.

What should you do?

Due to the potential consequences of late payments, we recommend you contact your assigned DTC agent as soon as possible to inquire about and review the new form and process so you have ample time implement changes to your existing payment processes prior to the June 5, 2019 effective date.

Because Ehlers' Paying Agent Services team is part of DTC's Fast Automated Securities Transfer (FAST) program, we follow a different set of payment processing rules and procedures than issuers acting as their own paying agent. As such, we cannot provide informed advice on the steps needed to ensure issuer compliance and timely, accurate payment processing.

What Ehlers can do.

If complying with these new DTC requirements concerns you, or if you would prefer to eliminate the administrative burden of interacting with DTC, you may want to consider engaging Ehlers as paying agent for your outstanding "book-entry" issues. Please contact your Municipal Advisor for more information.

About Ehlers

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE June 18, 2019</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p align="center">A Resolution Authorizing Certain Officials to Execute a First Amendment to Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc. Mixed-Use Development generally located to the north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street, and north of West Oakwood Road, Franklin, Wisconsin</p>	<p>ITEM NUMBER M.7.</p>

The Common Council approved the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc. at a Special Common Council meeting on November 28, 2018. The Agreement provides in part in Article IB. "that Developer shall post and deliver to the City a letter of credit in a form and from a financial institution reasonably acceptable to the City, in the amount of the Public Improvement(s)", and in Article IIG. that "Developer shall post and deliver to the City a letter of credit in a form and from a financial institution reasonably acceptable to the City, in the amount of the Public Improvements, prior to issuance of the City Bonds." The Developer has requested that in lieu of a letter of credit, that it provide security in the form of a performance bond, due to the relative respective costs in relation thereto. Article IIJ. of the Agreement provides in part that "[a]s security for the Developer Guaranty, Developer shall post a letter of credit in a form and from a financial institution acceptable to the City, in the amount of \$1.5 million." Developer has posted that letter of credit and its current request is not related or applicable thereto.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a First Amendment to Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 6/12/19

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A FIRST
AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 6 DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND
LOOMIS AND RYAN, INC. (DEVELOPER)

WHEREAS, the Common Council approved the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc. at a Special Common Council meeting on November 28, 2018; and

WHEREAS, the Developer has requested an amendment to the Agreement to replace the form of security to be provided for the construction of the public improvements by Developer from a letter of credit to a performance bond, due to the relative respective costs in relation thereto; and

WHEREAS, the Common Council having considered such request and having determined same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a First Amendment to Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., in such form and content as to be prepared by the City Attorney, to replace the requirement of a letter of credit to be provided for the construction of public improvements by the Developer, with a security in the form of a performance bond, but not to replace the requirement of a letter of credit for the Developer Guaranty, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the First Amendment to Tax Incremental District No. 6 Development Agreement.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of the First Amendment to Tax Incremental District No. 6 Development Agreement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

RESOLUTION NO. 2019-____
Page 2

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>AK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 18, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO ESTABLISH A 2019 BUDGET FOR TID 7 Velo Village	ITEM NUMBER <i>M.8.</i>

Background

The City adopted 2019 Budgets for all funds on Nov 13, 2018. TID 7 Velo Village was created on May 23, 2019 with Resolution 2019-7504. A Developers Agreement is being considered on the agenda of June 18, 2019. The Adopted 2019 Budget did not include a budget for TID 7.

The Project Plan and proposed Developer's Agreements include planned debt sales to finance a 10 year mortgage with the Developer and a bond for infrastructure costs. There are no budget appropriations for the anticipated debt sales.

The Developer's Agreement includes a provision to prepay a portion of the mortgage upon a refinance of the construction loan. It is not clear when or if that prepayment will take place. As such, the Director of Finance proposes to use an interfund advance to finance a portion (\$1 million) of the mortgage, reducing external interest cost and debt exposure.

The TID project plan includes additional support for the Ballpark Commons Developer to aid infrastructure construction in the District. The proposed TID 7 budget will establish appropriations for those payments.

Fiscal Impact

The TID has no 2019 budget appropriations. The attached Budget Amendment will establish 2019 appropriations.

Recommendation

Staff recommends adoption of the proposed Ordinance establishing a 2019 budget for TID7 Velo Village.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2019-____ amending Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the City of Franklin for fiscal year 2019 to establish a 2019 budget for TID 7 Velo Village.

Roll call vote needed

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO ESTABLISH A 2019 BUDGET FOR TID 7 VELO VILLAGE

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, the City established Tax Increment District Number 7 Velo Village on May 23, 2019; and

WHEREAS, the 2019 Budget did not include appropriations for TID 7 Velo Village; and

WHEREAS, the Common Council desires to establish a 2019 Budget for TID 7.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That a 2019 Budget for TID 7 shall be established for the Debt Service Fund as follows:

Debt Service Fund

Bond Proceeds	Increase	240,000
Interest Expense	Increase	3,208

Section 2 That a 2019 Capital Project Budget for TID 7 shall be established as follows:

Bond Issuance Costs	Increase	150,000
Clerk Payroll Allocation	Increase	200
Admin Payroll Allocation	Increase	200
Finance Payroll Allocation	Increase	1,400
Finance TID Fees	Increase	1,000
Engineering Payroll Allocation	Increase	2,400
Capital Street Construction	Increase	2,750,000

Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this ____ day of _____, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

City of Franklin
TID 7 - Veno Village Budget
31-Dec-19

		2019			
		2019C	Note \$1.1 mil Interfund Advance	2019C 1 \$3.47 Mortgage	Total
Debt Service - Fund 35					
	Acct				
Transfers In	35.0000.4830				-
Bond Proceeds	35.0000.4911	240,000			240,000
Inv Interest	35.0000.4711				-
Total Revenues		240,000		-	240,000
Interest Expense	35.0000.5621.8022		3,208		3,208
Total Expenses		-	3,208	-	3,208
Net Rev (Expend)		240,000	(3,208)	-	236,792
Opening Fund Bal		-	-	-	-
Ending Fund Bal		\$ 240,000	\$ (3,208)	\$ -	\$ 236,792
Capital Projects - Fund 45					
Tax Levy	45.0000-4011	-			-
Inv Interest	45.0000-4711	28,000		-	28,000
Bond Proceeds	45.0000.4911	3,200,000		3,475,000	6,675,000
Prem/Disc on Bond Issuance	45.0000.4913				-
Total Rev		3,228,000	-	3,475,000	6,703,000
Transfers Out	45.0000.5589				-
Bond Issuance Costs	45.0000.5601	75,000		75,000	150,000
Clerk Alloc pr	45.0141.5199	200			200
Admin Alloc pr	45.0145.5199	200			200
Finance Alloc pr	45.0151.5199	1,400			1,400
Bank fees	45.0151.5691				-
TID fee	45.0151.6453	1,000			1,000
legal fees	45.0161.5212	-			-
Engineering alloc pr	45.0321.5199	2,400			2,400
Other Eng Prof Serv	45.0321.5219				-
Street Construction	45.0331.5823	2,750,000			2,750,000
Sidewalk	45.0331.5828				-
Storm Sewer	45.0331.5829				-
Traffic Signals	45.0331.5839				-
Water Mains	45.0755.5830				-
Sanitary Sewer Mains	45.0756.5826				-
Econ Dev Prof Serv	45.0641.5219				-
Total Expenditures		2,830,200	-	75,000	2,905,200
Net Rev (Expend)		397,800	-	3,400,000	3,797,800
Beginning Fund Bal		-	-	-	-
Ending Fund Bal		397,800	-	3,400,000	3,797,800
Total TID Fund Balance		637,800	(3,208)	3,400,000	4,034,592

Advance of \$1.1 mil
to fund this portion
\$4.5 mil Mortgage
receivable to fund
loan pymts

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE JUNE 18, 2019
REPORTS AND RECOMMENDATIONS	REQUEST TO EXTEND WATER AND SEWER SERVICE TO SERVE 8930 S. 116 TH STREET	ITEM NUMBER A.9.

BACKGROUND

The City received a request from Paul Marshall to install water and sewer to serve his property at 8930 S. 116th Street as he is building a home.

ANALYSIS

The parcel has essentially no access to water or sewer utilities.

- The nearest sanitary sewer to the north is located approximately 6,000 feet (St. Martin of Tours property) and the water system is even further to the north along Forest Home Avenue.
- The nearest point of connection to a sanitary sewer to the south is along W. Ryan Road which is over 3,500 feet away. A current water project (Bear Development) will bring water to approximately that same location.

Without a detailed engineering study, a project to provide sewer would be at least \$500k and probable \$1.5 million if a lift station were needed. Providing water would be at least \$450k. These expenditures are not practical for construction of one single family home.

The housing density along S. 116th Street is sparse and there are no known plans for high density developments in this vicinity. The City Engineer can state that there are no existing plans of the City for the construction of such facilities. Staff recommends that there is no immediate public need for extension of either utility to this location. For reference, the Franklin Municipal Code § 207-23 Water extension states:

- A. Application. Whenever a landowner desires to or is required by City ordinance to provide water service to land within the City, such landowner may request the City construct the water transmission and supply facilities in the following manner:

 - (2) Within 30 days of the filing of the application, the Engineer shall advise the landowner of any existing plans of the City for the construction of such facilities...*
- B. Review of request for advance water extension. If the landowner desires the City undertake the extension of the water facilities in advance of the City's extending such facilities, he or she may make a request to the City Engineer. The Board of Water Commissioners shall review the request and make a recommendation to the City Council for final action. The City Council may, subject to the approval of the Public Service Commission, determine whether to construct the facilities as a public project...*
- C. ... After review and recommendation by the Board of Water Commissioners, the City Council shall determine whether or not the requested facility would serve an immediate public need of the City in general and whether funds are available for the requested extension.

 - (1) If the City Council determines there is an immediate public need and funds are available or the proposed project otherwise benefits the City, the City may proceed with the project as a City public works project ...
 - (2) If the City Council determines that there is no immediate public need or funds are not available, the requesting landowner or developer shall pay the City the cost of the facilities to be constructed...*

In addition, Mr. Marshall is prepared to provide a private on-site waste treatment system (mound system). Franklin Municipal Code § 190-22 Sewer connections states:

- B. Connection of buildings to sanitary sewers.

 - (1) ... Notwithstanding any provision of this Code requiring connection to public sanitary sewer where such sewer is adjacent or available or the like to premises, where the closest point of the structure to be connected is more than 400 feet from the public sanitary sewer main, such structure is not required to*

be connected, provided that, if the structure is otherwise required to be served by a sanitary sewer system, the structure is served by a private on-site waste treatment system which meets all applicable laws and codes, or a replacement private on-site waste treatment system which meets all applicable laws and codes is installed by the property owner within the time otherwise required by this Code for the connection of such structure to public sanitary sewer service.

The Board of Water Commissioners will consider this issue at the June 18, 2019, meeting and Staff will report to at the June 18, 2019, Common Council meeting.

OPTIONS

- A. State that there is no immediate public need for extension of a water supply to this location.
- B. State that the closest point of the structure to be connected is more than 400 feet from the public sanitary sewer main.
- C. Refer back to Staff with further direction.

FISCAL NOTE

This may be evaluated if Common Council wishes for Staff to further investigate.

COUNCIL ACTION REQUESTED

- A. (Options A and B) Deny request for City to extend water and sewer to serve 8930 S. 116th Street because there is no immediate public need for extension of a water supply to this location and also the closest point of the structure to be connected is more than 400 feet from the public sanitary sewer main.

Engineering: GEM

May 28, 2019

City of Franklin
9229 West Loomis Road
Franklin, WI 53132

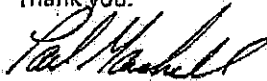
Re: Sewer/Water Waiver on New Home Build at 8930 South 116th Street

Mr. Glen Morrow,

Thank you for speaking with me this morning. My family and I purchased this lot last year to build a home on it. We have a builder picked with final plans sent to the city and a building permit as of February, 2019.

I understand I need a waiver for water/sewer. Our home will be set back roughly 600 feet from South 116th street due to existing wetlands on the property. This large setback will require me to have a well and mound system installed.

Thank you.



Paul Marshall
Owner

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 06/18/19</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">STANDARDS, FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL UPON THE APPLICATION OF BORIS STRBAC, STAR TRUCKING LLC, APPLICANT, FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE</p>	<p align="center">ITEM NUMBER M.10.</p>

At their meeting on May 22, 2019, the Environmental Commission recommended approval of the subject Special Exception to certain natural resource provisions of the Unified Development Ordinance with conditions as presented at their meeting.

However, at the regular meeting of the Plan Commission on May 23, 2019, following a properly noticed public hearing, the following action was approved: "motion to recommend denial of the Star Trucking LLC Natural Resource Features Special Exception."

It is important to note that pursuant to condition number 10 of the Special Use approval for this project (Resolution No. 2019-7467), should the natural resource special exception not be granted "Any gravel within the drainage easement and/or protected natural resource features, (e.g. Wetland Buffer, Wetland Setback, and/or 75-foot Shore Buffer) shall be removed and the area reestablished as greenspace with topsoil and a no mow fescue mix ground cover..."

Should the Common Council wish to approve the subject Natural Resource Special Exception, a draft copy of the Standards, Findings and Decision of the City of Franklin Common Council is attached. The subject document includes as conditions of approval those conditions recommended by the Environmental Commission (except the condition pertaining to no mitigation to be required), the standard Special Exception conditions, as well as staff's suggested condition of mitigation.

COUNCIL ACTION REQUESTED

Motion to deny the request by Boris Strbac, Star Trucking LLC, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance upon property at 11141 West Forest Home Avenue pursuant to the standards, findings, and factors as set forth in the attached Report to the Plan Commission, meeting of May 23, 2019, and the attached Draft 5/15/19 Standards, Findings, and Decision of the City of Franklin Common Council document, and the findings as noted by the Planning Manager during the Common Council's deliberations upon this matter.

-OR-

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of Boris Strbac, Star Trucking, LLC, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

Denial Draft 6-11-19

**Standards, Findings and Decision
of the City of Franklin Common Council upon the Application of Boris Strbac, Star
Trucking, LLC, applicant, for a Special Exception
to Certain Natural Resource Provisions of the City of Franklin
Unified Development Ordinance**

Whereas, Boris Strbac, Star Trucking, LLC, applicant, having filed an application dated March 26, 2019, for a Special Exception pursuant to Section 15-4.0100 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated May 22, 2019 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated May 23, 2019 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 11141 West Forest Home Avenue, zoned M-1 Limited Industrial District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, provides in part: “The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant.”

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon the application for a Special Exception dated March 26, 2019, by Boris Strbac, Star Trucking, LLC, applicant, pursuant to the City of Franklin Unified Development

Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *The proposal to propose parking of semi-trailers and trucks on an improved gravel surface area currently within the delineated wetland buffer, wetland setback and wetland shore buffer are self-imposed.*

2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: *There are reasonable alternatives such as utilizing the soccer field area for future parking area outside of the delineated wetland buffer, wetland setback and wetland shore buffer; or*

b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: *The location of the proposed parking spaces may be located elsewhere and not negatively impact the applicant's use of the property.*

3. The Special Exception, including any conditions imposed under this Section will:

a. be consistent with the existing character of the neighborhood: *The project is seeking to utilize existing gravel area adjacent to the wetland area, which is a similar use to the used car lot facility on the east side of the shared wetland area; and*

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: *There may be other non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area; and*

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: *The proposed continued use and encroachment with gravel area within the required wetland buffer, wetland setback and wetland shore buffer is not in harmony with the general purpose and intent of the provisions of this Ordinance; and*

d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the

development: *(this finding only applying to an application to improve or enhance a natural resource feature).*

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *There alternatives as previously stated by utilizing an existing open grassy area currently utilized as a soccer field to the west of the delineated wetland shore buffer area.*

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *None apparent.*

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The continued use of the gravel area should be discontinued and areas within the delineated wetland shore buffer area restored.*

4. Aesthetics: *Allowing the gravel area to remain and be authorized to be utilized for truck parking within the delineated wetland shore buffer area as opposed to restoring the area to the original plantings commonly found along wetlands would be a negative impact on aesthetics.*

5. Degree of noncompliance with the requirement allowed by the Special Exception:

- *Existing gravel area to remain and be proposed to be utilized for overnight storage of trucks and/or trailers within the wetland buffer is 0.102 acres, within the wetland setback is 0.106 acres and within the wetland shore buffer is 0.114 acres.*

6. Proximity to and character of surrounding property: *There is industrial development along the west and south property lines. There is an existing vacant industrial lot to the north. There is an existing used car lot to the east.*

7. Zoning of the area in which property is located and neighboring area: *Subject property is zoned as M-1, Limited Industrial district, as are areas to the North, East, South and West.*

8. Any negative affect upon adjoining property: *The existing site is open grassy area in the center (soccer field), with gravel along the east and south property lines. The proposed continuance of gravel surface area within the delineated wetland shore buffer, the wetland setback and wetland buffer could have a negative impact on the*

hydrological function of wetland by not allowing off site runoff from the west to enter the wetland as it does under restored conditions.

9. Natural features of the property: *Wetland is a linear feature on the east portion of the site. This wetland is a shallow marsh. Vegetation includes Cottonwood, Red osier Dogwood, Reed Canary Grass and Narrow-Leaved Cat-Tail. Soils in wetland consisted of Ashkum silty clay loam, 0 to 2 percent slopes, and at levels which did not contain hydric soil indicators. Hydrology for this wetland did not constitute a positive FAC-neutral text & geometric position.*

10. Environmental impacts: *The proposed development will have no impact on the water quality protection provided by the wetlands.*

11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of May 22, 2019 is incorporated herein.*

12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein.*

Decision

Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby does not grant a Special Exception for such relief as is described within Exhibit C.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Approval Draft 6/11/19

Standards, Findings and Decision
of the City of Franklin Common Council upon the Application of Boris Strbac, Star
Trucking, LLC, applicant, for a Special Exception
to Certain Natural Resource Provisions of the City of Franklin
Unified Development Ordinance

Whereas, Boris Strbac, Star Trucking, LLC, applicant, having filed an application dated March 26, 2019, for a Special Exception pursuant to Section 15-4.0100 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated May 22, 2019 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated May 23, 2019 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 11141 West Forest Home Avenue, zoned M-1 Limited Industrial District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, provides in part: "The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant."

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon the application for a Special Exception dated March 26, 2019, by Boris Strbac, Star

Trucking, LLC, applicant, pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *The proposal to continue to utilize the existing gravel surface area, with no proposed expansion, within the existing shore buffer is typical in this drainage area.*

2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: *The location of the proposed parking spaces for six trailers at the proposed location is the least expensive option, with other alternatives being more expensive and environmental impact negligible; or*

b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives:

3. The Special Exception, including any conditions imposed under this Section will:

a. be consistent with the existing character of the neighborhood: *The project is utilizing existing parking surface area within an area that shares common uses nearby along the common drainage way; and*

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: *There are no other non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area; and*

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: *The parking surface area has been existing for many years, even decades and predates the environmental requirements of delineating wetland shore buffers, and is similar to adjacent land uses to the north; and*

d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature).*

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *There are no alternatives as previously stated when comparing alternatives with a higher positive environmental impact. The resources lost are small man-made altered drainage ditch wetlands of very small size and limited habitat.*

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *The parking gravel surface area along the east side has been in existence since at least the 1970's, and 1960's, showing the progression of the parking surface area and berm and resulting ditch moving easterly, per aerial photography reviewed as presented by the applicant.*

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The project should proceed as proposed because it is the most efficient layout for the site.*

4. Aesthetics: *Removal of gravel area within the shore buffer and restoration efforts to the area in this industrial property would have minimal impact on aesthetics.*

5. Degree of noncompliance with the requirement allowed by the Special Exception:

- *Existing gravel area to remain and be proposed to be utilized for overnight storage of trucks and/or trailers within the wetland buffer is 0.102 acres, within the wetland setback is 0.106 acres and within the wetland shore buffer is 0.114 acres.*

6. Proximity to and character of surrounding property: *There is vacant developable land to the north, Car dealership to the east, industrial to the south and industrial and residential to the west.*

7. Zoning of the area in which property is located and neighboring area: *Subject property is zoned as M-1, Limited Industrial district, as are areas to the North, East, South and West.*

8. Any negative affect upon adjoining property: *The existing site is open grass area with gravel parking surface areas to the east and south sides. The proposed continuance usage of gravel surface parking lot will not have any additional negative impact on adjacent property than what is currently occurring.*

9. Natural features of the property: *Wetland is a linear feature on the east portion of the site. This wetland is a shallow marsh. Vegetation includes Cottonwood, Red osier Dogwood, Reed Canary Grass and Narrow-Leaved Cat-Tail. Soils in wetland consisted of Ashkum silty clay loam, 0 to 2 percent slopes, and at levels which did not contain hydric soil indicators. Hydrology for this wetland did not constitute a positive FAC-neutral text & geometric position.*

10. Environmental impacts: *The proposed development will have no impact on the water quality protection provided by the wetlands, if only trailers are permitted to remain. There is a concern over allowing the parking of semi-tractors to be parked in proximity to the drainage way.*

11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of May 22, 2019 is incorporated herein.*

12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein.*

Decision

Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby grants a Special Exception for such relief as is described within Exhibit C, upon the conditions:

1) that the natural resource features and mitigation areas upon the property to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted and recorded with the Milwaukee County Register of Deeds Office prior to the issuance of any Occupancy Permits;

2) that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted;

3) that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for Boris Strbac, Star Trucking LLC applicant, and all other applicable provisions of the Unified Development Ordinance;

4) That the trees along the east side of the property remain standing.

5) *That the applicant shall remove the gravel area within the delineated wetland setback, wetland buffer and shore buffer not being utilized for the subject truck and trailer parking, and shall submit a mitigation/landscape plan for the wetland setback impact areas to include at least two aggressive native plant species for Department of City Development review and approval within one year of the date of this decision. Implementation of approved plantings shall be completed within six months following approval of the Department of the City Development office.*

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

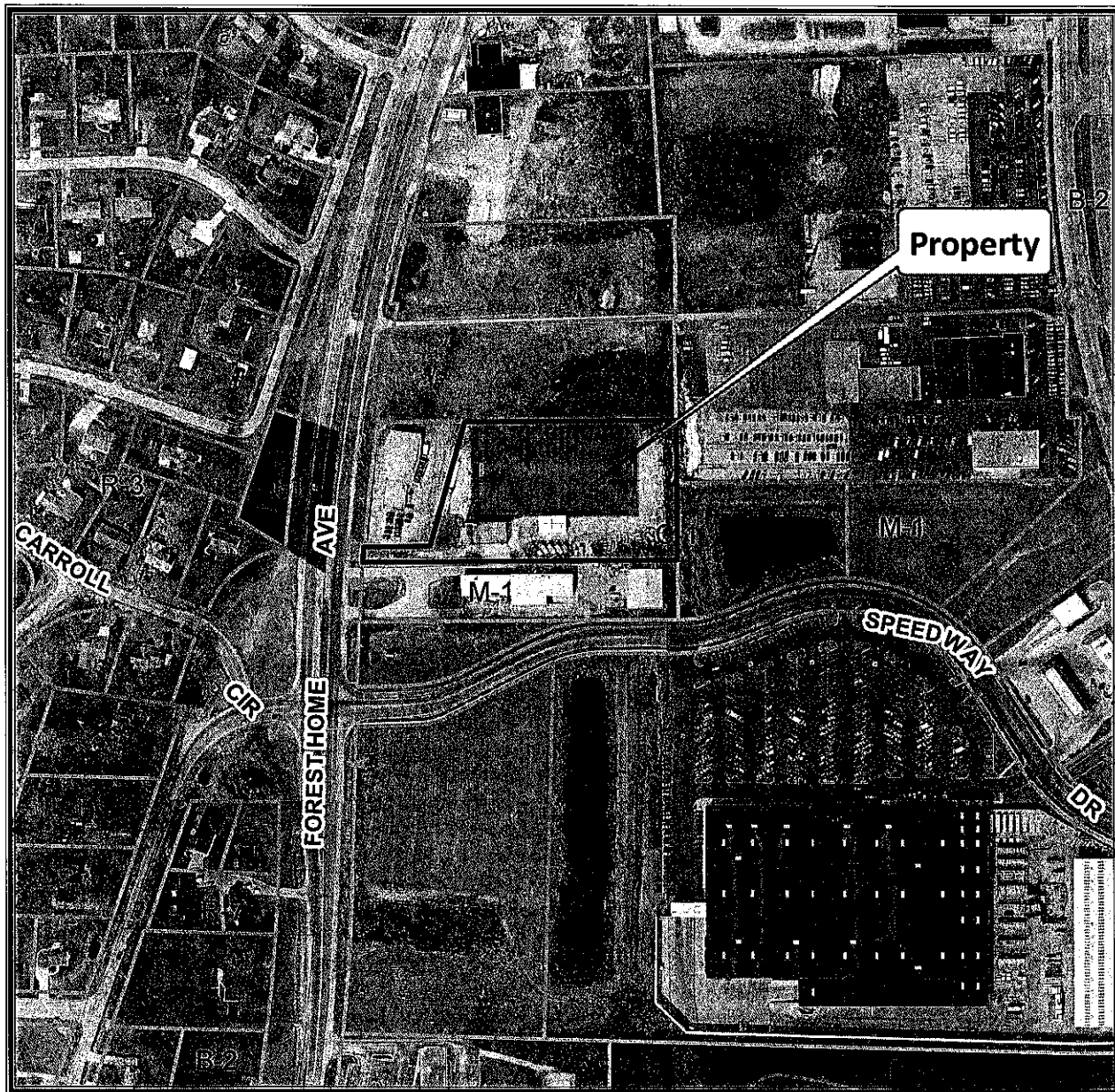
ATTEST:

Sandra L. Wesolowski, City Clerk

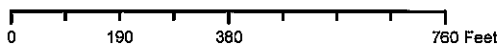
AYES _____ NOES _____ ABSENT _____



11141 W. Forest Home Ave.
TKN: 704 9990 003



Planning Department
(414) 425-4024



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

C.O.F.
5/22/19

5/21/19

To Whom it May Concern

Re: 11141 W. Forest Home Ave., Franklin, WI

Please be advised that I was the property owner from 1987 to 2018 at the above location and the son of the property owner for the previous 25 years.

Up until 2013 most of the property was used as scattered construction material storage.

From the 1987 we had parked storage semi trailers along the east property line and occasionally needed to place stone to access these trailers to load and unload materials.

We were never informed that the property was ever in any violation.

Sincerely,

Jack Reichl

C.O.F.
5/22/19

One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com



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May 22, 2019

City of Franklin Environmental Commission
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

SUBJECT: Request for a Natural Resource Special Exception, Star Trucking, 11141 West Forest Home Avenue, Franklin, Wisconsin

Dear Commission Members:

Please consider the following comments in support of the request for a Natural Resource Special Exception from Star Trucking, LLC to park six semi-trailers within natural resource buffers and setbacks at 11141 West Forest Home Avenue:

- The existing gravel proposed for parking pre-dates the drainage ditch to the east as illustrated in the aerial photographs from 1967 and 1975 (Exhibits 1 and 2);
- Use of the existing gravel surface adjacent to the drainage ditch is consistent with neighboring land use (Exhibit 3) and it appears that the drainage ditch was relocated with this use in mind prior to 1975. If development of the area was not intended the ditch would have been left to its 1967 path. The developed use was confirmed and recorded by the City in the Cedarburg Science report from December 2007 that noted the entire property "is either developed or surface with gravel" (Exhibit 4). As of the time of the Cedarburg Science report, streams and associated buffers and setbacks were not noted on the site.
- Star Trucking recently purchased the site and completed a natural resource review as requested by the City of Franklin for approval of proposed improvements. The drainage ditch was determined to be a navigable waterway by the WDNR and it has an associated wetland that are now considered protected natural resources with setbacks and buffers as defined by the City of Franklin UDO. The NRPP is provided as Exhibit 5.
- Star Trucking, LLC. is requesting approval to impact 7,492 square feet of natural resource buffer and setback area out of a total of 24,437 square feet of natural resource buffer and setback area. The impacts are to buffers and setbacks only and these impacts are relatively distant from the protected resources. There are no direct impacts proposed to the wetlands or waterways.
- Alternatives considered involved significant expenditure of resources without a significant environmental benefit.



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Sincerely,

Brian Schneider, P.E., LEED AP
Manager Water and Environmental Resources Group

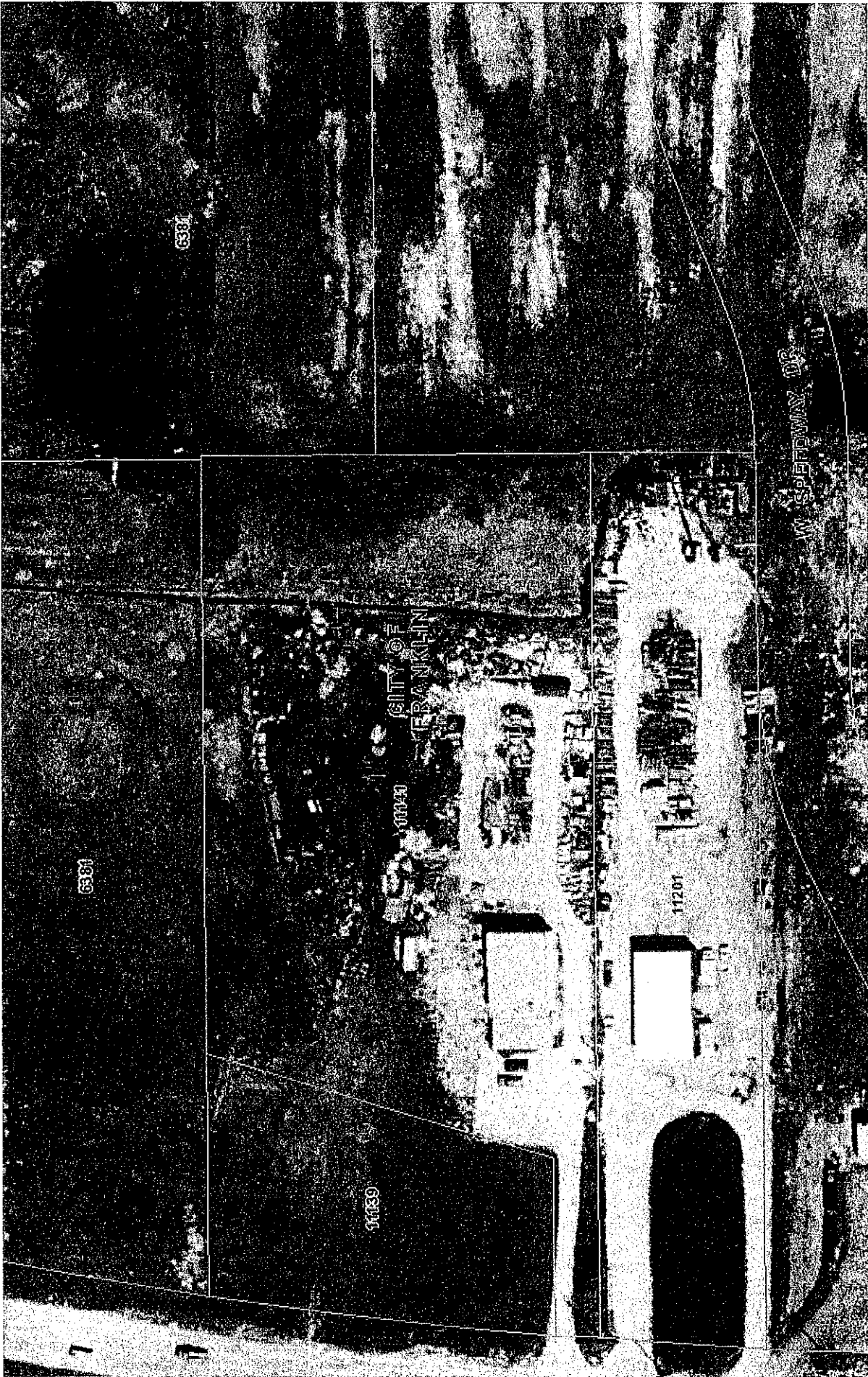
BWS:bws

X:\ML\2018\20180355\Project_Information\Correspondence\letter\Environmental Commission 5-22-19.dotx

Enclosures: Exhibit 1 - 1967 Aerial Photograph
Exhibit 2 - 1975 Aerial Photograph
Exhibit 3 - Natural Resource Overview
Exhibit 4 - 2007 Cedarburg Science NRPP Review
Exhibit 5 - NRPP

cc: Boris Strbac - Star Trucking, LLC.
Kathy Sawyer Gutenkunst - Cramer, Multhauf & Hammes, LLP
File

MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Notes
1967

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



188 0 94 188 Feet
NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_Ft 1:1,129
©MCMCAMLIS

MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Notes
1975

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.



188 0 94 188 Feet
 NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_FL 1: 1,129
 ©M/CAMLIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Drainage/Easement
- Ordinary High Water Mark
- Paving Stalls
- Sluicy Area
- Impact Area
- Buffer/Setback
- Stream
- Wetland Delineation

STAR TRUCKING LLC - NRPP

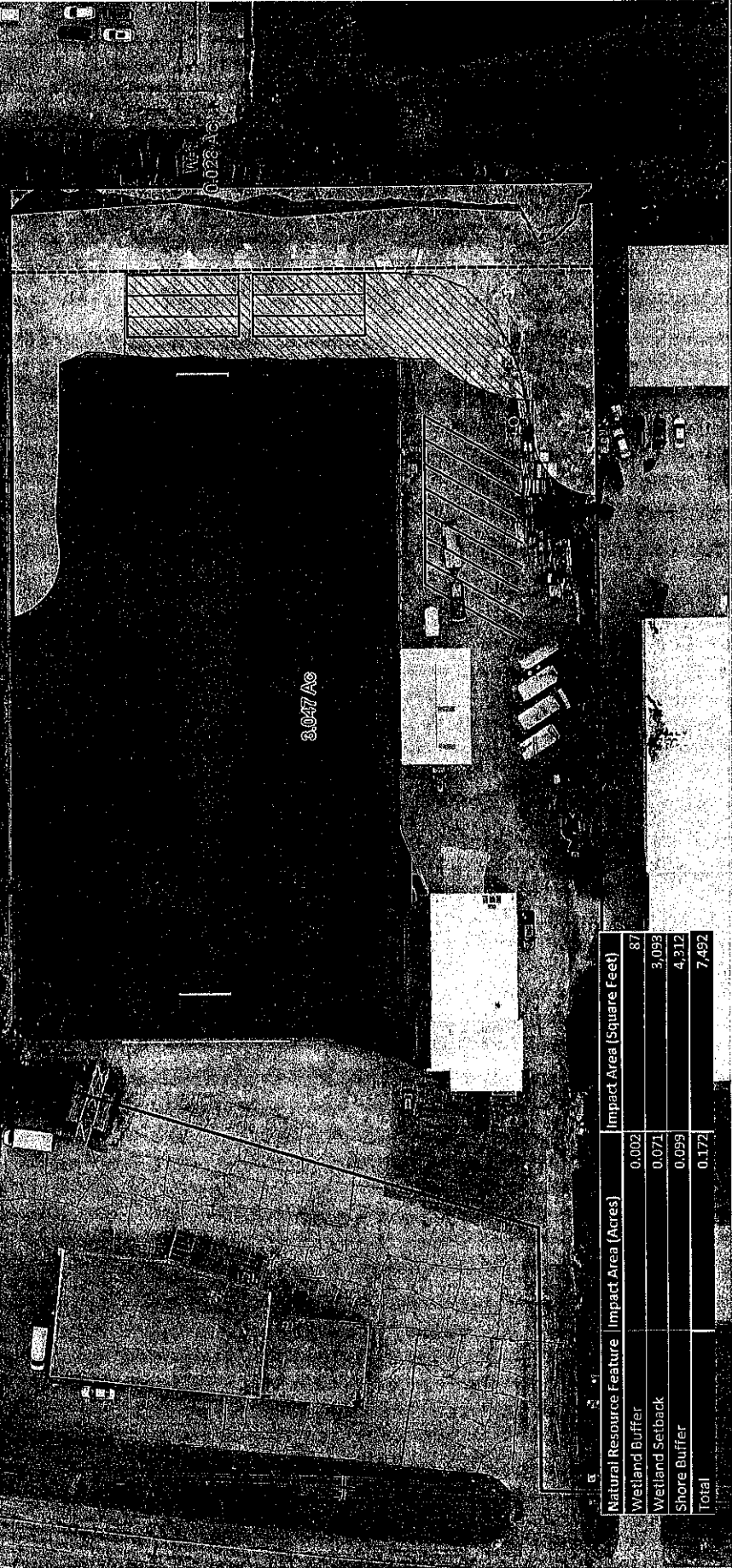
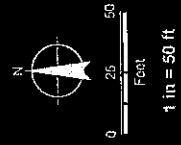
11141 W. FOREST HOME AVE.

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

Exhibit 3



Boris Stibac
Star Trucking LLC,
1141 W. Forest Home Ave.
(414) 940-1182



Natural Resource Feature	Impact Area (Acres)	Impact Area (Square Feet)
Wetland Buffer	0.002	87
Wetland Setback	0.071	3,093
Shore Buffer	0.099	4,312
Total	0.172	7,492

File Number: 2018-03-35 Source: NRPP/PC

CEDARBURG SCIENCE

November 20, 2007 

Mr. Jim Reichl
11141 W Forest Home Ave
Franklin, WI 53132

Transmitted via email to: jim@reichl.com

Subject: **Natural Resource Reconnaissance**
Reichl Construction Site - City of Franklin
Cedarburg Science Project #: REI-1119-2007-01

City of Franklin
Received

DEC 03 2007

Department of
City Development

Dear Mr. Reichl:

Cedarburg Science, LLC, is pleased to provide this Natural Resource Reconnaissance Report for the Reichl Construction site located at 11141 W. Forest Home Avenue in the City of Franklin, Wisconsin. The site is located in part of the NE ¼ of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. The site is bordered by Forest Home Avenue to the west, undeveloped land to the north, a potential wetland and commercial development to the east, and commercial development to the south.

Ms. Heather Patti of Cedarburg Science conducted a field assessment on November 20, 2007 to determine whether any natural resources, as defined by the City of Franklin's Unified Development Ordinance (UDO), are present on the property. As defined by the UDO, natural resource features include steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, shore buffers, floodplains, wetlands, wetland setbacks, and wetland buffers.

One man-made, intermittent drainageway is located along a portion of the northern property line, and drains easterly into wetlands to the north and a north-south drainage ditch (off-site and to the east of the property). It appears that this ditch was created when a small berm was installed along the northern and eastern property lines. There are mature trees (ranging from 3-12" in diameter) that line the southern, eastern and northern property lines; however, the trees are either too small or there are not enough trees 12" or greater in diameter or greater to be considered a mature woodland grove. There are no steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, or shore buffers on the property.

With the exception of the property lines, the entire property is either developed or surfaced with gravel and is currently being used as a commercial storage yard. Two buildings are currently present on the site.

Cedarburg Science, LLC appreciates the opportunity to work with you on this project. If you have any questions or comments concerning this project, please contact me at (262) 638-0735.

Sincerely,

CEDARBURG SCIENCE, LLC

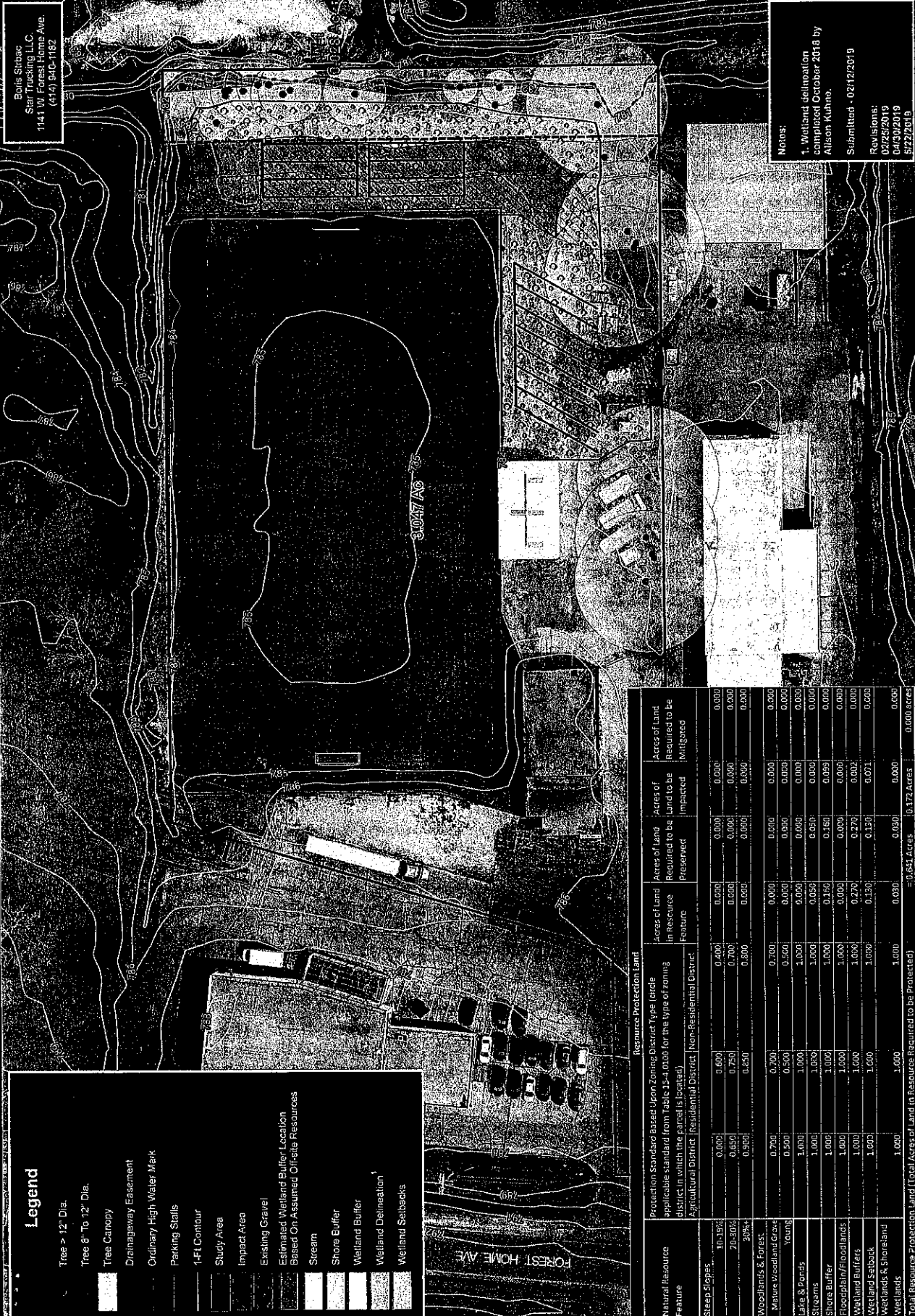
Heather Patti

Heather Patti, PWS
Senior Project Ecologist



Bois Street
Star Trucking LLC
1141 W. Forest Home Ave.
(414) 540-1182

Notes:
1. Wetland delineation completed October 2018 by Allison Kuhns.
Submitted - 02/12/2019
Revisions:
02/28/2019
04/09/2019
07/27/2019



Legend

- Tree > 12" Dia.
- Tree 6" To 12" Dia.
- Tree Canopy
- Drainage Easement
- Overlapp High Water Mark
- Parking Stalls
- 1-Ft Contour
- Study Area
- Impact Area
- Existing Gravel
- Estimated Wetland Buffer Location Based On Assumed Off-site Resources
- Stream
- Shore Buffer
- Wetland Buffer
- Wetland Delineation 1
- Wetland Setbacks

Natural Resource Feature	Resource Protection Land		Acres of Land Required to be Preserved	Acres of Land Required to be Impacted	Acres of Land to be Required to be Mitigated
	Residential District	Non-Residential District			
Steep Slopes	0.000	0.000	0.000	0.000	0.000
40-100'	0.690	0.400	0.000	0.000	0.000
20-100'	0.750	0.700	0.000	0.000	0.000
20%	0.850	0.800	0.000	0.000	0.000
Wetlands & Forests	0.700	0.700	0.000	0.000	0.000
Native Wetland Grass	0.500	0.500	0.000	0.000	0.000
Wetlands & Forests	1.000	1.000	0.000	0.000	0.000
Wetlands & Forests	1.000	1.000	0.000	0.000	0.000
Streams	1.000	1.000	0.000	0.000	0.000
Shore Buffer	1.000	1.000	0.000	0.000	0.000
Floodplain/Floodlands	1.000	1.000	0.000	0.000	0.000
Wetland Buffer	1.000	1.000	0.000	0.000	0.000
Wetland Setback	1.000	1.000	0.000	0.000	0.000
Wetlands & Shoreland	1.000	1.000	0.000	0.000	0.000
Total Resource Protection Land (Total Acres of Land in Resource Required to be Protected)	0.651	0.172	0.000	0.000	0.000

Map Number: 2018-0001 Date: 07/2019

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of May 23, 2019

Natural Resource Special Exception

RECOMMENDATION: City Development staff recommends denial of the Natural Resource Special Exception subject to the attached draft Standards, Findings, and Decision.

Project Name:	Star Trucking, LLC, Natural Resource Special Exception (NRSE)
Project Address:	11141 West Forest Home Avenue
Applicant:	Boris Strbac, Star Trucking, LLC.
Property Owner:	Star Trucking, LLC
Current Zoning:	M-1 Limited Industrial District and C-1 Conservancy District
2025 Comprehensive Plan:	Industrial
Use of Surrounding Properties:	Vacant developable land to the north, Car dealership to the east, industrial to the south and industrial and residential to the west.
Applicant's Action Requested:	Recommendation to the Common Council for denial of the proposed Natural Resource Special Exception (NRSE)

INTRODUCTION:

Mr. Boris Strbac, property owner, is requesting approval to impact wetland buffer, shore buffer and wetland setback in order to park a maximum of thirteen semi-tractor trucks and trailers upon an existing gravel area. Doing so would permit for storage of said trucks and trailers within delineated wetland buffers, setbacks and shore buffers.

The existing gravel area was placed sometime between 2007 to the present and was not approved on a site plan. The applicant has supplied a previous Wetland delineation report from 2007 which stated streams, or shore buffers but is silent on wetlands. A Natural Resource Protection Plan (NRPP) conducted by GRAEF, and dated May 1, 2019, has indicated there is a wetland present on the property, and subsequent wetland, buffer, setback and shore buffer of said wetland.

Pursuant to Section 15-10.0208 of the UDO, all requests for a Natural Resource Special Exception shall also be provided to the Environmental Commission for its review and recommendation.

NATURAL RESOURCE SPECIAL EXCEPTION (NRSE):

On March 26, 2019, the applicant submitted an application for a Special Exception to Natural Resource Feature Provisions to the Department of City Development. The applicant is requesting approval to impact approximately 0.322 acres of protected natural resource features on property located at 11141 West Forest Home Avenue.

More specifically, the applicant is proposing to:

- Allow an existing gravel area to be utilized for the parking of trucks and trailers, which totals approximately 0.322 acre of protected natural resource features comprised of the following:
 - Approximately 0.102 acre of wetland buffers.
 - Approximately 0.106acre of wetland setbacks
 - Approximately 0.114 acre of wetland shore buffer.

The applicant has provided the attached Natural Resource Special Exemption Application, Project Description, Natural Resource Special Exception Question and Answer Form, and associated information.

Staff would note that there is an existing soccer field area, which may provide for ample parking solution and could potentially be fully developed within the guidelines of the City of Franklin to provide for ample space to provide for the storage of trucks and trailers that would not require development within the wetland shore buffer, the wetland setbacks or the wetland buffer. There was no previous approval given by the City for the existing gravel parking lot situation.

ENVIRONMENTAL COMMISSION:

Pursuant to Section 15-10.0208 of the UDO, all requests for a Natural Resource Special Exception shall be provided to the Environmental Commission for its review and recommendation. Attached is a draft, unsigned document titled, “City of Franklin Environmental Commission” that the Environmental Commission must complete and must forward to the Common Council. The questions and statements on this document correspond with the Natural Resource Special Exception (NRSE) application questions and statements that the applicant has answered and addressed.

The Environmental Commission is scheduled to review the questions at the May 22, 2019 meeting, and a recommendation of the NRSE with any conditions will be determined at that time. Staff will provide the Planning Commission an updated question sheet including the answers to the questions at the table the night of the Plan Commission meeting.

CONCLUSION:

City Development staff recommends denial of the Natural Resource Special Exception for the proposed NRSE, as noted in the attached draft Standards, Findings, and Decision.

City of Franklin Environmental Commission

TO: Common Council
DATE: May 22, 2019
RE: Special Exception application review and recommendation
APPLICATION: Boris Strbac, owner, Star Trucking LLC, Applicant, dated:
March 26, 2019
(11141 West Forest Home Avenue)

I. §15-9.0110 of the Unified Development Ordinance Special Exception to Natural Resource Feature Provisions Application information:

1. Unified Development Ordinance Section(s) from which Special Exception is requested:
Section 15-4.0103B.4. and Section 15-4.0103B.5.
2. Nature of the Special Exception requested (description of resources, encroachment, distances and dimensions):
 - Allow an existing gravel area to be utilized for the parking of trucks and trailers, which totals approximately 0.322 acre of protected natural resource features comprised of the following:
 - Approximately 0.102 acre of wetland buffers.
 - Approximately 0.106acre of wetland setbacks
 - Approximately 0.114 acre of wetland shore buffer.
3. Applicant's reason for request:
 - *Applicant desires to utilize the existing gravel surface area to be able to park six semi-trailers, or approximately 6,000 square feet, within the shore buffer.*
4. Applicant's reason why request appropriate for Special Exception:
 - *Objectives include to provide for consistent use along this drainage way, specifically to the north of the property, and to continue to utilize the pre-existing gravel condition as there is a large berm and positive elevation difference between the existing drainage way basin (lower) and the elevation of the existing parking surface area grade (higher).*

II. Environmental Commission review of the §15-9.0110C.4.f. Natural Resource Feature impacts to functional values:

1. Diversity of flora including State and/or Federal designated threatened and/or endangered species:
Not applicable. No Federal- or State-designated Special Concern, Threatened or Endangered species will be impacted by the proposed improvements.
2. Storm and flood water storage:
–Applicable, however there will be no significant impacts to storm and flood water storage as a result of the proposed improvements.
3. Hydrologic functions:
Applicable, however no significant impact is anticipated.
4. Water quality protection including filtration and storage of sediments, nutrients or toxic substances:
Applicable, however no significant impact to water quality is anticipated.
5. Shoreline protection against erosion:
Not applicable, No significant impact is anticipated.
6. Habitat for aquatic organisms:
No significant impact is anticipated.
7. Habitat for wildlife:
No significant impact is anticipated.
8. Human use functional value:
No significant impact is anticipated.
9. Groundwater recharge/discharge protection:
Not applicable - There will be no significant impact to groundwater recharge/discharge.
10. Aesthetic appeal, recreation, education, and science value:
Not applicable.
11. State or Federal designated threatened or endangered species or species of special concern:
Not applicable.
12. Existence within a Shoreland:
Not applicable.

13. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time:
Not applicable.

III. Environmental Commission review of the §15-10.0208B.2.d. factors and recommendations as to findings thereon:

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature):
The proposal to continue to utilize the existing gravel surface area, with no proposed expansion, within the existing shore buffer is typical in this drainage area.
2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:
 - a. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives: *The location of the proposed parking spaces for six trailers at the proposed location is the least expensive option, with other alternatives being more expensive and environmental impact negligible ; or*
 - b. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives:
3. The Special Exception, including any conditions imposed under this Section will:
 - a. be consistent with the existing character of the neighborhood:
The project is utilizing existing parking surface area within an area that shares common uses nearby along the common drainage way; and
 - b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties:
There are no other non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area; and
 - c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement:
The parking surface area has been existing for many years, even decades and predates the environmental requirements of delineating wetland shore buffers, and is similar to adjacent land uses to the north; and

- d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*):

IV. Environmental Commission review of the §15-10.0208B.2.a., b. and c. factors and recommendations as to findings thereon:

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks:

There are no alternatives as previously stated when comparing alternatives with a higher positive environmental impact. The resources lost are small man-made altered drainage ditch wetlands of very small size and limited habitat.

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district:

The parking gravel surface area along the east side has been in existence since at least the 1970's, and 1960's, showing the progression of the parking surface area and berm and resulting ditch moving easterly, per aerial photography reviewed as presented by the applicant.

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant:

The project should proceed as proposed because it is the most efficient layout for the site.

4. Aesthetics:

Removal of gravel area within the shore buffer and restoration efforts to the area in this industrial property would have minimal impact on aesthetics.

5. Degree of noncompliance with the requirement allowed by the Special Exception:

- Allow an existing gravel area to occupy approximately 0.322 acre of protected natural resource features comprised of the following:
 - Approximately 0.102 acre of wetland buffers.
 - Approximately 0.106acre of wetland setbacks
 - Approximately 0.114 acre of wetland shore buffer.

6. Proximity to and character of surrounding property:

There is vacant developable land to the north, Car dealership to the east, industrial to the south and industrial and residential to the west.

7. Zoning of the area in which property is located and neighboring area:

Subject property is zoned as M-1, Limited Industrial District and C-1, Conservancy district, as are areas to the North, East, South and West.

8. Any negative affect upon adjoining property:

The existing site is open grass area with gravel parking surface areas to the east and south sides. The proposed continuance usage of gravel surface parking lot will not have any additional negative impact on adjacent property than what is currently occurring.

9. Natural features of the property:

Wetland is a linear feature on the east portion of the site. This wetland is a shallow marsh. Vegetation includes Cottonwood, Red osier Dogwood, Reed Canary Grass and Narrow-Leaved Cat-Tail. Soils in wetland consisted of Ashkum silty clay loam, 0 to 2 percent slopes, and at levels which did not contain hydric soil indicators. Hydrology for this wetland did not constitute a positive FAC-neutral text & geometric position. There are trees along the eastern property line, lining the drainage way.

10. Environmental impacts:

The proposed development will have no impact on the water quality protection provided by the wetlands, if only trailers are permitted to remain. There is a concern over allowing the parking of semi-tractors to be parked in proximity to the drainage way.

V. Environmental Commission Recommendation:

The Environmental Commission has reviewed the subject Application pursuant to §15-10.0208B. of the Unified Development Ordinance and makes the following recommendation:

1. The recommendations set forth in Sections III. and IV. Above are incorporated herein.
2. The Environmental Commission recommends approval of the Application upon the aforesaid recommendations for the reasons set forth therein.
3. The Environmental Commissions recommends that should the Common Council approve the Application, that such approval be subject to the following conditions:
 - a. That all Wisconsin Department of Natural Resources approvals are obtained.
 - b. That the trees along the east side of the property remain standing.
 - c. No need for mitigation recognized in this case as presented.

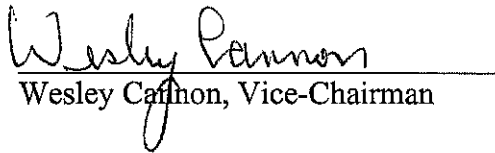
The above review and recommendation was passed and adopted at a regular meeting of the Environmental Commission of the City of Franklin on the 22nd day of May, 2019.

Dated this 22nd day of May, 2019.



Arthur Skowron, Chairman

Attest:



Wesley Cannon, Vice-Chairman

City of Franklin
Department of City Development

Date: May 13, 2019

To: Boris Strbac, GRAEF consulting (Alison Kuhne)

From: Department of City Development

RE: Star Trucking LLC NRSE – Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Natural Resource Special Exception application form submitted by Boris Strbac and date stamped by the City of Franklin on March 26, 2019, and the subsequent NRPP (May 1, 2019).

Please note that these corrections must be included within the application materials to be submitted by May 15, 2019 for the May 23, 2019 Plan Commission meeting.

Unified Development Ordinance (UDO) Requirements

1. Please include copies of the Wisconsin Department of Natural Resources and Army Corp of Engineers (when available) correspondence for the Plan Commission packets, as required by Section 15-9.0110D. of the UDO.
 - a. Please note that the wetlands and associated buffers and setbacks cannot be removed/developed until all approvals are obtained (DNR, ACOE, and City).
2. Please prepare a Conservation Easement for City review and approval encompassing all natural resource features to be protected as required by Section 15-5.0109A. of the UDO.
 - a. This must also include any mitigation areas and measures as may be approved as part of the NRSE.

Staff Recommendations

None.

Project Narrative:

**Star Trucking LLC
11141 W. Forest Home Ave.
Franklin, WI 53132**

RE: Application for Natural Resources Special Exception

The Special Exceptions is requested for Division 15-4.0100, parking six semi-trailers within the existing graveled areas of the shore buffer. The Special Exception is requested to drive and park six semi-trailers in approximately 6,000 square feet of the shore buffer. The proposed activities will remain out of the drainage way easement.

There is existing gravel which will remain. This requires no changes to the property. There will be no other changes, excavation or construction needed.

Franklin
MAR 26 2019
City Development

Natural Resource Special Exception Question and Answer Form.

Questions to be answered by the Applicant

Items on this application to be provided in writing by the Applicant shall include the following, as set forth by Section 15-9.0110C. of the UDO:

- A. Indication of the section(s) of the UDO for which a Special Exception is requested.
The Special Exceptions is requested for Division 15-4.0100, parking six semi-trailers within the existing graveled areas of the shore buffer.

- B. Statement regarding the Special Exception requested, giving distances and dimensions where appropriate.
The Special Exception is requested to drive and park six semi-trailers in approximately 6,000 square feet of the shore buffer. The proposed activities will remain out of the drainage way easement .

- C. Statement of the reason(s) for the request.
We are requesting 6 spots on the East side of the property as this is the best location on the property. The previous owner used this location for storage of construction equipment. We will not be altering any land by using this space.

- D. Statement of the reasons why the particular request is an appropriate case for a Special Exception, together with any proposed conditions or safeguards, and the reasons why the proposed Special Exception is in harmony with the general purpose and intent of the Ordinance. In addition, the statement shall address any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, including a practicable alternative analysis as follows:

1) Background and Purpose of the Project.

- (a) Describe the project and its purpose in detail. Include any pertinent construction plans.
There will be no construction or any changes to the land or property. This flat land already exists and is covered by gravel. Everything will be used as is with no changes.

- (b) State whether the project is an expansion of an existing work or new construction.
Neither. We will be using existing land which is already ready for use and no changes are required.

- (c) State why the project must be located in or adjacent to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback to achieve its purpose.

This is the only available space on the property as it exists today. We will not be altering any land and it will have no impact on the current natural resources of the property.

2) Possible Alternatives.

- (a) State all of the possible ways the project may proceed without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback as proposed.

At this time there is no alternative options available based on the structure of the land. This is the least invasive option.

- (b) State how the project may be redesigned for the site without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

Our proposed parking with no impact any natural resources.

- (c) State how the project may be made smaller while still meeting the project's needs.

This is the smallest option that we are requesting.

- (d) State what geographic areas were searched for alternative sites.

Franklin and Hales Corners

- (e) State whether there are other, non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area.

No

- (f) State what will occur if the project does not proceed.
Our business will suffer severe financial losses. We are a trucking company and need to have parking spaces available for our trucks.
-
-

3) Comparison of Alternatives.

- (a) State the specific costs of each of the possible alternatives set forth under sub.2., above as compared to the original proposal and consider and document the cost of the resource loss to the community.
The cheapest alternative would cost in upwards of \$100,000. At this time that is not feasible nor profitable for our company.
-
-

- (b) State any logistical reasons limiting any of the possible alternatives set forth under sub. 2., above.

As stated above the alternative is way too costly as an option to consider.

- (c) State any technological reasons limiting any of the possible alternatives set forth under sub. 2., above.
There are no technological reasons it is solely based on financial limitations and avoiding major construction.
-
-

- (d) State any other reasons limiting any of the possible alternatives set forth under sub. 2., above.
No other reasons.
-
-

4) Choice of Project Plan.

State why the project should proceed instead of any of the possible alternatives listed under sub.2., above, which would avoid stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback impacts.

At this time there are no other feasible/affordable alternatives.

5) **Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Description.**

Describe in detail the stream or other navigable water shore buffer, wetland, wetland buffer, and/or wetland setback at the site which will be affected, including the topography, plants, wildlife, hydrology, soils and any other salient information pertaining to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

The area of shore buffer that will be used for the proposed semi-trailer parking is composed of nonvegetated existing gravel. The topography of the graveled area is generally flat with a berm separating the proposed parking area and drainage way stream.

6) **Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Impacts.**

- a) Diversity of flora including State and/or Federal designated threatened and/or endangered species. Not Applicable Applicable
- b) Storm and flood water storage. Not Applicable Applicable
- c) Hydrologic functions. Not Applicable Applicable
- d) Water quality protection including filtration and storage of sediments, nutrients or toxic substances. Not Applicable Applicable
- e) Shoreline protection against erosion. Not Applicable Applicable
- f) Habitat for aquatic organisms. Not Applicable Applicable
- g) Habitat for wildlife. Not Applicable Applicable
- h) Human use functional value. Not Applicable Applicable
- i) Groundwater recharge/discharge protection. Not Applicable Applicable
- j) Aesthetic appeal, recreation, education, and science value. Not Applicable Applicable
- k) Specify any State or Federal designated threatened or endangered species or species of special concern. Not Applicable Applicable
- l) Existence within a Shoreland. Not Applicable Applicable
- m) Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time. Not Applicable Applicable

Describe in detail any impacts to the above functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback:
Minimal impacts to the functional values of the buffer and stream are anticipated. It is unlikely the gravel currently provides habitat for threatened or endangered plant or animal species.

7) **Water Quality Protection.**

Describe how the project protects the public interest in the waters of the State of Wisconsin.

The existing vegetated berm separating the gravel and stream will reduce surface runoff from directly entering the stream.

CEDARBURG SCIENCE

November 20, 2007

Mr. Jim Reichl
11141 W Forest Home Ave
Franklin, WI 53132

Transmitted via email to: jim@reichl.com

Subject: **Natural Resource Reconnaissance**
Reichl Construction Site - City of Franklin
Cedarburg Science Project #:REI-1119-2007-01

City of Franklin
Received

DEC 03 2007

Department of
City Development

Dear Mr. Reichl:

Cedarburg Science, LLC, is pleased to provide this Natural Resource Reconnaissance Report for the Reichl Construction site located at 11141 W. Forest Home Avenue in the City of Franklin, Wisconsin. The site is located in part of the NE ¼ of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. The site is bordered by Forest Home Avenue to the west, undeveloped land to the north, a potential wetland and commercial development to the east, and commercial development to the south.

Ms. Heather Patti of Cedarburg Science conducted a field assessment on November 20, 2007 to determine whether any natural resources, as defined by the City of Franklin's Unified Development Ordinance (UDO), are present on the property. As defined by the UDO, natural resource features include steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, shore buffers, floodplains, wetlands, wetland setbacks, and wetland buffers.

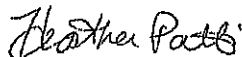
One man-made, intermittent drainageway is located along a portion of the northern property line, and drains easterly into wetlands to the north and a north-south drainage ditch (off-site and to the east of the property). It appears that this ditch was created when a small berm was installed along the northern and eastern property lines. There are mature trees (ranging from 3-12" in diameter) that line the southern, eastern and northern property lines; however, the trees are either too small or there are not enough trees 12" or greater in diameter or greater to be considered a mature woodland grove. There are no steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, or shore buffers on the property.

With the exception of the property lines, the entire property is either developed or surfaced with gravel and is currently being used as a commercial storage yard. Two buildings are currently present on the site.

Cedarburg Science, LLC appreciates the opportunity to work with you on this project. If you have any questions or comments concerning this project, please contact me at (262) 638-0735.

Sincerely,

CEDARBURG SCIENCE, LLC



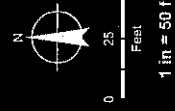
Heather Patti, PWS
Senior Project Ecologist



FIGURE 1

GR E F

STAR TRUCKING LLC - NRPP
 1144 W. FOREST HOME AVE.
 CITY OF FRANKLIN
 MILWAUKEE COUNTY, WISCONSIN



Bois Siblac
 Star Trucking LLC,
 1141 W. Forest Home Ave.,
 (414) 946-1182

Notes:
 1. Wetland delineation
 completed October 2018 by
 Allison Kullinc.
 Submitted - 02/12/2019
 Revisions:
 02/25/2019
 04/30/2019



Legend

- Trees > 12" Dia.
- Trees 8" to 12" Dia.
- Tree Canopy
- Drainage Easement
- Ordinary High Water Mark
- Parking Stalls
- 1-Ft Contour
- Study
- Existing Gravel
- Estimated Wetland Buffer Location Based On Assumed Off-site Resources
- Stream
- Shore Buffer
- Wetland Buffer
- Wetland Delineation¹
- Wetland Setbacks

Natural Resource Feature	Resource Protection Land		Acres of Land in Resource Feature		Acres of Land Required to be Preserved		Acres of Land Required to be Mitigated	
	Aggregational District	Non-Aggregational District	Feature	Area	Area	Area	Area	
Shore Buffer	0.00	0.40	0.40	0.00	0.00	0.00	0.00	
Stream	0.00	0.75	0.75	0.00	0.00	0.00	0.00	
Wetland Buffer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Wetland Delineation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Wetland Setbacks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Wetland	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Wetland & Shoreland	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Resource Protection Land (Total Acres of Land in Resource Required to be Protected)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Franklin
 City Development
 01-2019

Natural Resource Feature Existing Gravel Area (Acres)
 Wetland Buffer 0.00
 Wetland 0.00
 Shore Buffer 0.14

Scale: 50:1

APPROVED MARCH 5, 2019

CITY OF FRANKLIN COMMON COUNCIL MEETING FEBRUARY 19, 2019 MINUTES

ROLL CALL

- A. The regular meeting of the Common Council was held on February 19, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Mark Luberta, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

- B.1. Citizen comment period was opened at 6:31 p.m. and closed at 6:53 p.m.

PROCLAMATION PATRICK HAYES

- B.2. Mayor Olson presented a Proclamation in Recognition of Patrick M. Hays Upon His Retirement as Assistant Fire Chief.

MINUTES FEBRUARY 5, 2019

- C. Alderman Dandrea moved to approve the minutes of the regular Common Council Meeting of February 5, 2019 as amended at Item G.10.(a). Seconded by Alderman Mayer. All voted Aye; motion carried.

HEARINGS 2025 COMP MASTER PLAN S. 76TH ST. AND W. OAKWOOD RD.

- D. A public hearing was called to order at 7:03 p.m. regarding a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the future land use map use designation for a portion of the property located at the northwest corner of South 76th Street and West Oakwood Road, from business park use to residential use (Oakwood at Ryan Creek, LLC, applicant). The property which is the subject of this application bears Tax Key No. 934-9992-010, consisting of approximately 43.63 acres of land. The portion of the property subject to this amendment is approximately 3.25 total acres of land located in the City of Franklin, Milwaukee County, Wisconsin. The public hearing was closed at 7:03 p.m.

ORD. 2019-2354 AMEND UDO REZONE S. 76TH ST. AND W. OAKWOOD RD. (OAKWOOD AT RYAN CREEK, LLC)

- G.1. Alderman Nelson moved to adopt Ordinance No. 2019-2354, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN PARCEL OF LAND FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-5 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (THE NORTHWEST CORNER OF SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (APPROXIMATELY 3.25 ACRES) (OAKWOOD AT

RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Barber, and Alderman Nelson voted Aye; Alderwoman Wilhelm and Alderman Taylor voted No. Motion carried.

ORD. 2019-2353
AMEND 2025
COMP PLAN S. 76TH ST.
AND W. OAKWOOD RD.
(OAKWOOD AT RYAN
CREEK, LLC)

G.2. Alderman Nelson moved to adopt Ordinance No. 2019-2353, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR A PORTION OF THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF SOUTH 76TH STREET AND WEST OAKWOOD ROAD FROM BUSINESS PARK USE TO RESIDENTIAL USE (APPROXIMATELY 3.25 ACRES) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2019-7466
APPROVE PLAT
S. 76TH ST. AND W.
OAKWOOD RD.
(OAKWOOD AT RYAN
CREEK, LLC)

G.3. Alderman Nelson moved to adopt Resolution No. 2019-7466, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried. (See Item G.3. following Item I. on page 6.)

MAYORAL
APPOINTMENTS

E. Alderman Barber moved to confirm the following Mayoral Appointments to the Tourism Committee: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St. (Hotel/Motel Industry Member) (Ald. Dist. 2), one year term expiring 12/31/2019; Shaun Marefka, 7644 S. Mission Ct. (Ald. Dist. 2), one year term expiring 12/31/2019. Amy Schermetzler, 4227 W. Central Ave. (Ald. Dist. 4), one year term expiring 12/31/2019. Mark Wylie, 7468 Carter Circle S. (Ald. Dist. 5), one year term expiring 12/31/2019 and Ann Adamski, 7825 S. Stonebrook Ct. (Ald. Dist. 3), one year term expiring 12/31/2019. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.

CITY LOGO
CORRESPONDENCE

F.1. No action was taken on correspondence from Jeff and Karen Malecki regarding the proposed new City logo.

WPDES PERMIT EMAIL
FROM ALDW. WILHELM

F.2. No action was taken on correspondence from Alderwoman Wilhelm to Jason Knutson, Wisconsin Department of Natural Resources, regarding Wisconsin Electric Power Co., Oak Creek Power Plant and Elm Road Generating Station Wisconsin Pollutant Discharge Elimination System (WPDES) Permit No. WI-0000914-08-0.

- WPDES PERMIT
CORRESPONDENCE
FROM OAK CREEK
WATER & SEWER
- F.3. No action was taken on correspondence from Mike Sullivan, General Manager of Oak Creek Water and Sewer Utility, regarding Wisconsin Electric Power Co., Oak Creek Power Plant and Elm Road Generating Station Wisconsin Pollutant Discharge Elimination System (WPDES) Permit No. WI-0000914-08-0.
- CONCEPT REVIEW FOR
HOTEL AT 3030 W
RAWSON AVE.
(ODYSSEY HOTELS, LLC,
APPLICANT)
- G.4. Alderwoman Wilhelm moved to table to March 5, 2019, a concept review presentation for a proposed hotel development (approximately 2.21 acres generally located on the northwest corner of W. Rawson Avenue and S Riverwood Boulevard) (R&P, LLC, Owner) (Odyssey Hotels, LLC, Applicant). Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2019-7467
SPECIAL USE FOR
TRUCKING BUSINESS
(STAR TRUCKING, LLC,
APPLICANT)
- G.5. Alderman Nelson moved to adopt Resolution No. 2019-7467, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN OVER-THE-ROAD TRUCKING COMPANY BUSINESS USE UPON PROPERTY LOCATED AT 11141 WEST FOREST HOME AVENUE (BORIS STRBAC, OWNER, STAR TRUCKING, LLC, APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.
- FRANKLIN SENIOR
CITIZEN UPDATE
- G.6. Alderman Taylor moved to receive and place on file the Franklin Senior Citizens, Inc. program update. Seconded by Alderman Nelson. All voted Aye; motion carried.
- CITY BRAND AND
MARKETING CAMPAIGN
UPDATE
- G.7. No action was taken following the THIEL Brand Design, Economic Development Commission and Tourism Commission update on City Brand and Marketing Campaign.
- ORD. 2019-2355
AMEND MUNICIPAL
CODE TO INCREASE
AMBULANCE SERVICE
FEES
- G.8. Alderman Taylor moved to adopt Ordinance 2019-2355, AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO INCREASE THE AMBULANCE SERVICE EMERGENCY MEDICAL SERVICES FEES FOR BASIC LIFE SUPPORT SERVICES AND ADVANCED LIFE SUPPORT SERVICES AND TRANSPORT. Seconded by Alderman Mayer. All voted Aye; motion carried.
- GREENFIELD MOU
STUDY FOR SHARED
FIRE SERVICES
- G.9. Alderman Barber moved to authorize to execute a Memorandum of Understanding with the City of Greenfield to have the Wisconsin Policy Forum study and report opportunities for shared fire services and to authorize an expenditure of \$5,000 from the General Fund Unrestricted Contingency Appropriation for such a report. Seconded by Alderman Mayer. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Taylor, Alderman Barber, and

Alderman Nelson voted Aye; Alderwoman Wilhelm voted No.
Motion carried.

RES. 2019-7468
CONDITIONS AND
RESTRICTIONS FOR
SPECIAL USE OF DPW
BUILDING

G.10. Alderman Taylor moved to adopt Resolution No. 2019-7468, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO TEMPORARILY RELOCATE THE VILLAGES OF HALES CORNERS DEPARTMENT OF PUBLIC WORKS EQUIPMENT AND EMPLOYEES TO THE SITE OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITY LOCATED AT 7979 WEST RYAN ROAD (MICHAEL J. MARTIN, DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF HALES CORNERS, APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried.

REBID OF THE
PLEASANT VIEW PARK
PAVILION

G.11. Alderman Nelson moved to direct staff to rebid the Pavilion in Pleasant View Park Project, (4901 W. Evergreen Street) allowing a more flexible project timeline and standards including language that allows for equivalent pre-fabricated proposals similar to the specified plans and return bid results subject to evaluation and final decision of the Common Council. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ALTERNATE NATURAL
GAS SUPPLIER FOR THE
FRANKLIN LAW
ENFORCEMENT CENTER

G.12. Alderman Taylor moved to contract with WoodRiver Energy, LLC for natural gas purchase at the Franklin Law Enforcement Center for an initial three year period beginning November, 2019. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7469
AMEND RES NO. 2018-
7453 CONTRACT WITH
GREELEY AND HANSEN
FOR IND. PARK LIFT
STATION

G.13. Alderman Taylor moved to adopt Resolution No. 2019-7469, A RESOLUTION TO AMEND PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR TASK 7 OF THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR AN ADDITIONAL \$5,400. Seconded by Alderman Nelson. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Taylor, and Alderman Nelson voted Aye; Alderwoman Wilhelm voted No. Motion carried.

BID 2019 LOCAL ROAD
PROGRAM

G.14. Alderwoman Wilhelm moved to solicit contracts per compliance with applicable public works bidding requirements for the 2019 Local Road Program. Seconded by Alderman Barber. All voted Aye; motion carried.

REPLACEMENT
COMPUTERS FOR THE
POLICE AND PLANNING
DEPARTMENTS

G.15. Alderman Barber moved to authorize the purchase of 31 computer replacements for the Police Department and Planning Department for a cost not to exceed \$17,000 to be funded out of the \$100,000 appropriation in the 2019 Capital Outlay Budget for "planned spending pending additional consideration." Seconded by Alderman Dandrea. All voted Aye; motion carried.

CITY HALL ROOF, HVAC
AND FASCIA PROJECT

G.16. No action was taken on the update on City Hall roof, HVAC, and fascia wood replacement project.

2020 BUDGET
TIMETABLE

G.17. Alderman Taylor moved to adopt the 2020 Annual Budget Preparation Timetable, dated February 15, 2019, as presented, subject to any future regular meeting schedule changes if so made by the Common Council. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

LICENSES AND PERMITS

H. Alderman Taylor moved to approve the following:
Grant Operator licenses to Nicole J. Baraniak, 6412 W. Lincoln Ave., West Allis; Jamie L. Gorski, 3201 W. Birchwood Ave., Milwaukee; Brian A. Krasowski, 2936A S. 13th St., Milwaukee; Jane M. Michael 3720 7 Mile Rd., Caledonia; Christina M. Ryan, 6952 W. Imperial Dr.; and
Grant Extraordinary Entertainment & Special Event license to Mulligan's Irish Pub & Grill, Brian Francis, for their St Patrick's Day Party on 03/17/19, with tent placement to accommodate weather conditions. Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve the following:
City vouchers with an ending date of February 14, 2019 in the amount of \$2,055,695.25; Payroll dated February 15, 2019 in the amount of \$384,275.07 and payments of the various payroll deductions in the amount of \$416,165.59 plus City matching payments; and Estimated Payroll dated March 1, 2019 in the amount of \$395,000.00 and payments of the various payroll deductions in the amount of \$222,000.00, plus City matching payments; and property tax payments and settlements with an ending date of February 14, 2019 in the amount of \$8,006,391.19; the release of payment to Bond Trust services in the amount of \$10,340,680.00; the release of payment of Knight Barry. in the amount of \$1,204,299.59; The release of payment of Knight Barry, in the amount of \$1,046,898.68; and the release of Knight Barry in the amount of \$729,555.81. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

G.3. Alderman Nelson moved to reconsider Item G.3., "Alderman Nelson moved to adopt Resolution No. 2019-7466. A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried." The motion to reconsider was seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Nelson then moved to adopt Resolution No. 2019-7466, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Taylor. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 7:40 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

City of Franklin
Plan Commission Meeting
February 7, 2019
Minutes

Approved
February 21, 2019

A. Call to Order and Roll Call

Mayor Steve Olson called the February 7, 2019 regular Plan Commission meeting to order at 7:00 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Commissioners Adam Burckhardt, Kevin Haley, Patricia Hogan and David Fowler and Assistant City Engineer Sara Arnold. Excused was Alderman Mark Dandrea. Also present was Alderman John Nelson, Planning Manager Joel Dietl and Principal Planner Orrin Sumwalt.

B. Approval of Minutes

- 1. Regular Meeting of January 24, 2019.

Commissioner Burckhardt moved and Commissioner Haley seconded approval of the January 24, 2019 minutes of the regular meeting of the Plan Commission. On voice vote, all voted 'aye'. Motion carried (5-0-1).

C. Public Hearing Business Matters

1. VILLAGE OF HALES CORNERS USE OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITY.

Special Use application by Michael J. Martin, Director of Public Works for the Village of Hales Corners, to temporarily relocate the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of Public Works facility located at 7979 West Ryan Road [the request involves the indoor uses of vehicle repair, office(s), desk(s), breakroom, etc. and outdoor storage of equipment, parts, tools, portable storage containers, vehicles, trailers, etc. (including the overnight parking of vehicles over 8,000 pounds rated Gross Vehicle Weight) and minor repair and maintenance of such equipment and vehicles (projected need of the City of Franklin site through April 26, 2020)], property zoned I-1 Institutional District; Tax Key No. 896-9990-001.

Planning Manager Joel Dietl presented the request by Michael J. Martin, Director of Public Works for the Village of Hales Corners, to temporarily relocate the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of Public Works facility located at 7979 West Ryan Road [the request involves the indoor uses of vehicle repair, office(s), desk(s), breakroom, etc. and outdoor storage of equipment, parts, tools, portable storage containers, vehicles, trailers, etc. (including the overnight parking of vehicles over 8,000 pounds rated Gross Vehicle Weight) and minor repair and maintenance of such equipment and vehicles (projected need of the City of Franklin site through April 26, 2020)], property zoned I-1 Institutional District; Tax Key No. 896-9990-001.

The Official Notice of Public hearing was read in to the record by Principal Planner Orrin Sumwalt and the Public Hearing was opened at 7:04 p.m. and closed at 7:04 p.m.

Commissioner Fowler moved and Commissioner Haley seconded a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use to temporarily relocate the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of

Public Works facility located at 7979 West Ryan Road. On voice vote, all voted 'aye'. Motion carried (5-0-1).

2. STAR TRUCKING LLC OVER-THE-ROAD TRUCKING COMPANY BUSINESS.

Special Use application by Boris Strbac, owner, Star Trucking LLC, to operate an over-the-road trucking company business with overnight truck parking on the east side of the property (such use also possibly requiring the approval of an application for a Natural Resource Features Special Exception pursuant to §15-10.0208 of the City of Franklin Unified Development Ordinance), or in the event of and upon a requirement to remove the existing "soccer field" immediately to the north of the existing buildings on the property, and to pave the area, potentially in phases, up to a maximum of forty semi-trucks and trailers parked overnight upon such then former "soccer field" area; property zoned M-1 Limited Industrial District and C-1 Conservancy District, located at 11141 West Forest Home Avenue; Tax Key No. 704-9990-003.

Planning Manager Joel Diehl presented the request by Boris Strbac, owner, Star Trucking LLC, to operate an over-the-road trucking company business with overnight truck parking on the east side of the property (such use also possibly requiring the approval of an application for a Natural Resource Features Special Exception pursuant to §15-10.0208 of the City of Franklin Unified Development Ordinance), or in the event of and upon a requirement to remove the existing "soccer field" immediately to the north of the existing buildings on the property, and to pave the area, potentially in phases, up to a maximum of forty semi-trucks and trailers parked overnight upon such then former "soccer field" area; property zoned M-1 Limited Industrial District and C-1 Conservancy District, located at 11141 West Forest Home Avenue; Tax Key No. 704-9990-003.

The Official Notice of Public hearing was read in to the record by Principal Planner Orrin Sumwalt and the Public Hearing was opened at 7:08 p.m. and closed at 7:09 p.m.

Commissioner Fowler moved and Commissioner Hogan seconded a motion to strike condition No. 4. On voice vote, all voted 'aye'. Motion carried (5-0-1). *

Commissioner Haley moved and Commissioner Fowler seconded a motion to revise condition No. 6 by striking "new" and replacing "lot" with "lots". On voice vote, all voted 'aye'. Motion carried (5-0-1).

Commissioner Haley moved and Commissioner Fowler seconded a motion to revise condition No. 9 and condition No. 11 as read into the record by the City Attorney. On voice vote, all voted 'aye'. Motion carried (5-0-1).

Commissioner Burkhardt moved and Commissioner Fowler seconded a motion to strike condition No. 12. On voice vote, all voted 'aye'. Motion carried (5-0-1).

Commissioner Hogan moved and Commissioner Haley seconded a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for and over-the-road trucking company business use upon property located at 11141 West Forest Home Avenue, as previously acted upon. On voice vote, all voted 'aye'. Motion carried (5-0-1).

3. RYANWOOD MANOR (FORMERLY KNOWN AS OAKWOOD AT RYAN CREEK) SINGLE-FAMILY RESIDENTIAL DEVELOPMENT. Rezoning, Comprehensive Master Plan Amendment and Final Plat applications by Oakwood at Ryan Creek, LLC, to rezone a portion of a certain parcel of land located at the northwest corner of South 76th Street and West Oakwood Road from R-2 Estate Single-Family Residence District to R-5 Suburban Single-Family Residence District and to amend the Future Land Use Map designation for a portion of the property located at the northwest corner of South 76th Street and West Oakwood Road from Business Park Use to Residential Use, and as part of the Ryanwood Manor Phase 1 Subdivision (formerly known as Oakwood at Ryan Creek) Final Plat [Phase 1 has 32 lots (average size of 15,621 square feet) and 3 outlots, including a public trail within Outlot 3, on the north end of the Subdivision], reconfiguration of Outlot 3 and Outlot 5 of the Oakwood at Ryan Creek Preliminary Plat into Outlot 2 and three future single-family lots to be developed in future Phase 2 of Ryanwood Manor (the stormwater basin depicted on Outlot 3 of the Oakwood at Ryan Creek Preliminary Plat would be shifted south onto the new Outlot 2) [these changes are requested by Neumann Developments, Inc. to create a subdivision identifying feature in the southeast corner of the project, including a stormwater pond with a fountain, subdivision monument sign and extensive landscaping]; Comprehensive Master Plan Amendment and Rezoning property zoned R-2 Estate Single-Family Residence District, Final Plat property zoned R-5 Suburban Single-Family Residence District and FW Floodway District; all property located at

Planning Manager Joel Dietl presented the request by Oakwood at Ryan Creek, LLC, to rezone a portion of a certain parcel of land located at the northwest corner of South 76th Street and West Oakwood Road from R-2 Estate Single-Family Residence District to R-5 Suburban Single-Family Residence District and to amend the Future Land Use Map designation for a portion of the property located at the northwest corner of South 76th Street and West Oakwood Road from Business Park Use to Residential Use, and as part of the Ryanwood Manor Phase 1 Subdivision (formerly known as Oakwood at Ryan Creek) Final Plat [Phase 1 has 32 lots (average size of 15,621 square feet) and 3 outlots, including a public trail within Outlot 3, on the north end of the Subdivision], reconfiguration of Outlot 3 and Outlot 5 of the Oakwood at Ryan Creek Preliminary Plat into Outlot 2 and three future single-family lots to be developed in future Phase 2 of Ryanwood Manor (the stormwater basin depicted on Outlot 3 of the Oakwood at Ryan Creek Preliminary Plat would be shifted south onto the new Outlot 2) [these changes are requested by Neumann Developments, Inc. to create a subdivision identifying feature in the southeast corner of the project, including a stormwater pond with a fountain, subdivision monument sign and extensive landscaping]; Comprehensive Master Plan Amendment and Rezoning property zoned R-2 Estate Single-Family Residence District, Final Plat property zoned R-5 Suburban Single-Family Residence District and FW Floodway District; all property located at approximately South 76th Street and West Oakwood Road, bearing Tax Key No. 934-9992-010.

The Official Notice of Public hearing was read in to the record by Principal Planner Orrin Sumwalt and the Public Hearing was opened at 8:04 p.m. and closed at 8:07 p.m.

Commissioner Hogan moved and Commissioner Fowler seconded a motion to approve a Resolution recommending the adoption of an Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for a portion of the property located at the northwest corner of South 76th Street and West Oakwood Road from Business Park Use to Residential Use, pursuant to WIS.STAT. § 66.1001(4)(b), subject to striking the language within brackets on page 2 of the Resolution. On voice vote, all voted 'aye'. Motion carried (5-0-1).

Commissioner Fowler moved and Commissioner Haley seconded a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance (Zoning Map)

approximately South 76th Street and West Oakwood Road, bearing Tax Key No. 934-9992-010.

to rezone a portion of a certain parcel of land from R-2 Estate Single-Family Residence District to R-5 Suburban Single-Family Residence District (the northwest corner of South 76th Street and West Oakwood Road) (approximately 3.25 acres), subject to removing the N.B. language in brackets on page 2 of the draft resolution. On voice vote, all voted 'aye'. Motion carried (5-0-1).

Commissioner Fowler moved and Commissioner Hogan seconded a motion to recommend approval of a Resolution conditionally approving a Final Plat for Ryanwood Manor Subdivision (at approximately South 76th Street and West Oakwood Road), subject to striking condition No. 9 from the draft resolution. On voice vote, all voted 'aye'. Motion carried (5-0-1).

E. Adjournment

Commissioner Burckhardt moved and Commissioner Hogan seconded a motion to adjourn the Plan Commission meeting of February 7, 2019 at 8:21 p.m. All voted 'aye'; motion carried. (5-0-1).

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/18/19
REPORTS & RECOMMENDATIONS	RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A RESIDENTIAL PROPERTY DAMAGE REPAIR BUSINESS PERFORMING FIRE AND WATER DAMAGE REPAIRS USE UPON PROPERTY LOCATED AT 10700 WEST VENTURE DRIVE, SUITE F (JUSTIN JOHNSON, PRESIDENT OF ACTION PDR, INC., APPLICANT)	ITEM NUMBER B.11.

At its June 6, 2019, meeting, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a Special Use for a residential property damage repair business performing fire and water damage repairs use upon property located at 10700 West Venture Drive, Suite F (Justin Johnson, President of Action PDR, Inc., Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2016-_____, a resolution imposing conditions and restrictions for the approval of a Special Use for a residential property damage repair business performing fire and water damage repairs use upon property located at 10700 W. Venture Drive, Suite F (Justin Johnson, President of Action PDR, Inc., Applicant).

RESOLUTION NO. 2019-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A RESIDENTIAL
PROPERTY DAMAGE REPAIR BUSINESS PERFORMING FIRE AND
WATER DAMAGE REPAIRS USE UPON PROPERTY LOCATED AT
10700 WEST VENTURE DRIVE, SUITE F
(JUSTIN JOHNSON, PRESIDENT OF ACTION PDR, INC., APPLICANT)

WHEREAS, Justin Johnson, President of Action PDR, Inc., a residential property damage repair contractor, having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 1521 "General Contractors-Single-Family Houses", to operate a fire and water damage repair business, primarily for insurance companies, out of an existing 1,700 square foot structure (900 square feet will be warehouse use and 800 square feet will be office use; employee vehicles will be parked outside at the front of the building (3/4 ton pick-up trucks and cargo vans)), with hours of operation from 7:00 a.m. to 6:00 p.m. weekdays, occasional Saturdays, and any time emergency repair work is required, upon property located at 10700 West Venture Drive, Suite F, bearing Tax Key No. 705-8989-011, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 4804, being a part of the North West 1/4 of the North West 1/4 of Section 5, in Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin, being a redivision of Parcel Nos. 2 and 3 of Certified Survey Map No. 4743, recorded on August 21, 1986, Reel 1942, Image 1197, as Document No. 5953282; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 6th day of June, 2019, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission

JUSTIN JOHNSON, PRESIDENT OF ACTION PDR, INC. – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 2

recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Justin Johnson, President of Action PDR, Inc., for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Justin Johnson, President of Action PDR, Inc., successors and assigns, as a fire and water damage repair business use, which shall be developed in substantial compliance with, and operated and maintained by Justin Johnson, President of Action PDR, Inc., pursuant to those plans City file-stamped May 23, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. Justin Johnson, President of Action PDR, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Action PDR, Inc. fire and water damage repair business, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Justin Johnson, President of Action PDR, Inc. and the fire and water damage repair business use for the property located at 10700 West Venture Drive, Suite F: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. There shall be no outside storage of vehicles, except for vehicles which do not exceed 8,000 pounds rated gross vehicle weight.
5. There shall be no outdoor storage of materials allowed on the property.
6. [other conditions, etc.]

BE IT FURTHER RESOLVED, that in the event Justin Johnson, President of Action PDR, Inc., successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council,

JUSTIN JOHNSON, PRESIDENT OF ACTION PDR, INC. – SPECIAL USE
RESOLUTION NO. 2019-_____
PAGE 3

upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

JUSTIN JOHNSON, PRESIDENT OF ACTION PDR, INC. – SPECIAL USE
RESOLUTION NO. 2019-_____
PAGE 4

APPROVED:

Stephen R. Olson, Mayor

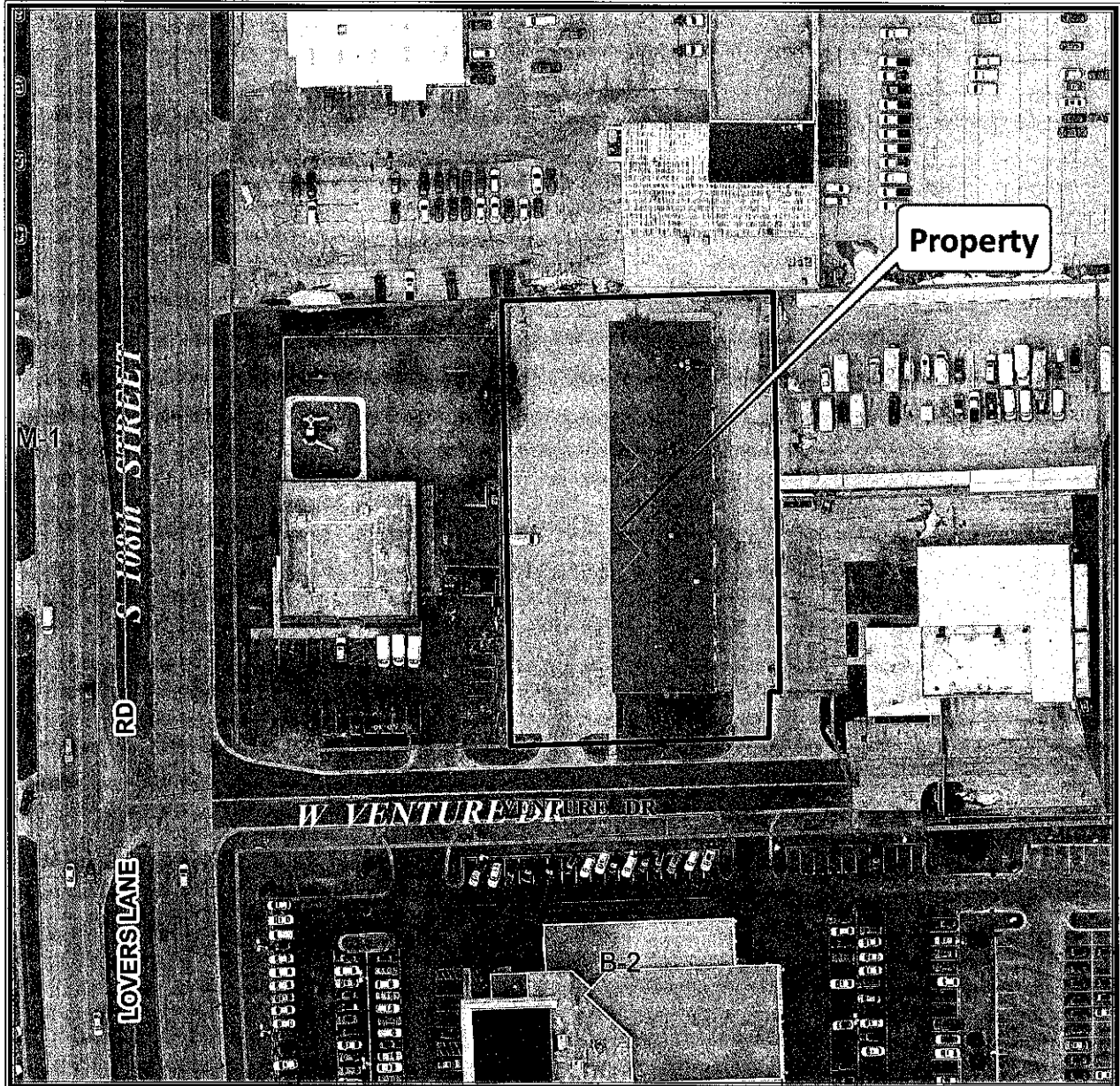
ATTEST:

Sandra L. Wesolowski, City Clerk

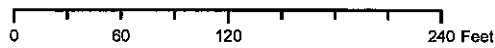
AYES _____ NOES _____ ABSENT _____



10700 W. Venture Drive
TKN: 705 8989 011



Planning Department
(414) 425-4024



2017 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of June 6, 2019

Special Use

RECOMMENDATION: City Development Staff recommends approval of the proposed Special Use application for a Fire and Water Damage Clean Up and Repair business use for Action PDR, Inc., upon property located at 10700 West Venture Drive, Suite F, subject to the conditions set forth in the attached draft resolution.

Project Name:	Action PDR, Inc., Special Use
Project Address:	10700 West Venture Drive, Suite F
Applicant:	Action PDR, Inc., Justin Johnson
Owners (property):	Kendall Breunig (dba Sunset Investors)
Current Zoning (easement area):	M-1 Limited Industrial District
Use of Surrounding Properties:	Automobile dealerships to the north and south and industrial uses to the east and west
Applicant Action Requested:	Recommendation of approval to the Common Council for the proposed Special Use application for a fire and water damage clean up and repair business use upon property located at 10700 West Venture Drive, Suite F.

Introduction:

On March 18, 2019, Justin Johnson filed a Special Use application with the Department of City Development for a fire and water damage clean up and repair business use out of an existing structure upon property located at 10700 West Venture Drive, Suite F. The property is zoned M-1 Limited Industrial District, which allows Standard Industrial Classification (SIC) Title No. 1521 "General Contractors-Single-Family Houses" as a Special Use.

Project Description/Analysis:

According to the applicant, Action PDR, Inc., is a residential property damage repair contractor that does fire and water damage repairs, primarily for insurance companies. Their number of employees working out of the property are anticipated at 3, with subcontractors reporting to the job site. The hours of operation are proposed to be from 7:00 am to 6:00 pm, Monday through Friday, Saturdays on occasion and any time when there is emergency work to be done.

They anticipate on occupying 900 s.f. of space for warehouse use and 800 s.f. on the second floor space as office use.

For vehicles related to the business, they state in the project summary employee vehicles will be parked outside in front of the building and include ¾ Ton pick up trucks and cargo vans, which are rated at 6,000 pounds. A cube van is proposed to be stored at EZ Self Storage facility adjacent to this property. If vehicles 8,000 pounds or greater were to be proposed to be stored

overnight, a special use request would need to be made for this. The applicant is not proposing this. Staff has no concerns with the proposed parking situation.

The applicant is not proposing any exterior building or site modifications at this time. The applicant is also not proposing any outside storage of materials with this request, nor would staff approve of this.

Staff Recommendation:

City Development Staff recommends approval of the proposed Special Use application for a fire and water damage clean up and repair business use for Action PDR, Inc., upon property located at 10700 West Venture Drive, Suite F, subject to the conditions set forth in the attached draft resolution.

Benjamin Kohout

From: Benjamin Kohout
Sent: Wednesday, May 22, 2019 5:51 PM
To: justin@actionpdr.com
Cc: Kendall Breunig; Joel Dietl; Gail Olsen
Subject: Staff Comments for June 6 Special Use for 10700 W Venture Drive
Attachments: 10700 Site Photos 11x17.pdf; 180213 Franklin Venture C100.pdf; Action PDR Special Use application.pdf; Legal Description for 10700 W.docx; Special Use General Standards Response.docx; ZONIG-CO.DOC

Justin,

Nice speaking with you on the phone today.

Staff has reviewed your request and offers the following comments:

1. No outside storage of vehicles, except for vehicles which do not exceed 8,000 pounds rated gross vehicle weight.
2. No outdoor storage of materials be allowed on the property.

Fire Department:

No Comments

Police Department:

No Comments

Engineering:

No Comments

Please provide this office with 12 collated copies of the original submittal materials, which I am attaching to this email, by no later than Friday, May 24 by 5pm. If you plan on delivering sometime next week, please our office know (Gail or myself) asap.

Regards,

Ben Kohout, AICP

Principal Planner

City of Franklin

9229 W. Loomis Rd.

Franklin, WI 53132

O: (414) 425-4024

bkohout@franklinwi.gov

[City of Franklin Planning Website](#)





Date of Application: _____

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant (Full Legal Name[s]): Name: <u>Justin Johnson</u> Company: <u>Action PDR, Inc</u> Mailing Address: <u>11102 W. Denis Ave</u> City / State: <u>Males Corners WI</u> Zip: <u>53130</u> Phone: <u>414-755-9534</u> Email Address: <u>justin@actionpdr.com</u>	Applicant is Represented by: (contact person)(Full Legal Name[s]) Name: _____ Company: _____ Mailing Address: _____ City / State: _____ Zip: _____ Phone: _____ Email Address: _____
Project Property Information: Property Address: <u>10700 W Venture Drive, Suite F</u> Property Owner(s): <u>Sunset Investors Venture, LLC</u> <u>c/o Kendall Breunig</u> Mailing Address: <u>10835 W College Ave</u> City / State: <u>Franklin WI</u> Zip: <u>53132</u> Email Address: <u>ken@sunsetinvestors.com</u>	Tax Key Nos: <u>7050499000</u> Existing Zoning: <u>M-1</u> Existing Use: _____ Proposed Use: <u>SIC 1521 Fire and water damage clean up and repair</u> Future Land Use Identification: <u>M-1</u>

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following:

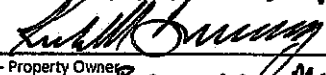
- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin:


<input type="checkbox"/> \$1500, New Special Use over 4,000 square feet	<input type="checkbox"/> \$1000 Special Use Amendment
<input checked="" type="checkbox"/> \$750, New Special Use under 4,000 square feet	
- Legal Description for the subject property (WORD.doc or compatible format).
- One copy of a response to the General Standards, Special Standards (if applicable), and Considerations found in Section 15-3.0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov.
- Seven (7) complete collated sets of Application materials to include:
 - One (1) original and six (6) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available.)
 - Three (3) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package. (The submittal should include only those plans/items as set forth in Section 17-7.0101, 15-7.0301 and 15-5.0402 of the Unified Development Ordinance that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)
 - Four (4) folded reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package.
- One colored copy (11"x17") of the building elevations, if applicable.
- Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4.0102 & 15-7.0201 of the UDO).
- Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

Signature - Property Owner

KENDALL BREUNIG, MANAGER & OWNER
 Name & Title (PRINT)
 Date: 3/11/2019

Signature - Applicant

Justin Johnson, President
 Name & Title (PRINT)
 Date: 3/11/19

Signature - Property Owner
 Name & Title (PRINT)
 Date: _____

Signature - Applicant's Representative
 Name & Title (PRINT)
 Date: _____

Zoning Compliance Application

PROJECT SUMMARY

For: Action PDR, Inc

Date: March 11, 2019

Location: 10700 W. Venture Drive
Suite F
Franklin WI 53132

Action PDR, Inc is a residential Property Damage Repair contractor that does fire and water damage repairs, primarily for insurance companies.

New Building Construction: None, Cost \$0

Site Work: None, Cost \$0

Interior and Exterior modifications: None, Cost \$0

Number of Employees: 3. Could grow by a couple more in the future. Additional subcontractors hired on larger repair projects primarily work at the job site.

Hours of Operation: 7am to 6pm weekdays, Saturdays on occasion, and any time when there is emergency repair work being done.

Size of Suite: 1,700sf, which consists of 900sf of warehouse, 800sf of second floor office. The shop will be for storing equipment and construction materials.

Vehicles: Employee vehicles will be parked outside in front of the building. Vehicles are ¾ ton pick up trucks and cargo vans which are rated as 6,000 pounds. A cube van will be stored at EZ Self Storage next door.

DIVISION 15-3.0700 SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701 GENERAL STANDARDS FOR SPECIAL USES

A. General Standards. No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. Ordinance and Comprehensive Master Plan Purposes and Intent. The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

M-1 is the preferred location per the UDO for General and Specialty Contractors. The only other Zoning they are allowed in is Landfill. SIC 1521 is single family housing construction. About 70% of Action PDR's work is on single family, other 30% is on commercial buildings, which would be SIC 1751 which is a Permitted use.

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Use by a Remodeling contractor will not have an undue adverse impact. No outside storage is requested. The building does not abut a residential district. Many other tenants in the building are specialty contractors, which are similar. On site work is mainly storage of equipment inside of their warehouse space.

3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

This is occupancy of an existing office/warehouse suite used prior by an HVAC contractor. It is fenced from Holz Chevrolet and Kindercare. No outside storage, so it will not interfere in any way.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Adequate Public Facilities exist. This is an existing 30 year old building with all utilities existing already. There is a screened refuse disposal area shared by all the building tenants located behind the building.

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

This is a low volume traffic business. On very rare occasion a customer might come to the office and there is sufficient parking for customers and employees in the front of the building.

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

There is no destruction and there is no construction. This is an existing building.

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

All M-1 Zoning standards are complied with.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

None listed.

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:
 1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

The majority of Action PDR's work is within 30 miles of their office. So their services will be marketed in Franklin and surrounding areas.

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

M-1 is the only zoning a remodeling contractor fits in Franklin. There is very limited M-1 zoning in Franklin.

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

The office entrance is visible to the public and landscaped. The truck access and overhead door are to the rear and pretty much impossible for the public to see from any street. Other than parking and loading at the garage door, no other activity takes place outside.

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

Numerous other specialty contractors are approved uses, as well as commercial carpentry contractors, which is very close. Simply changing the customer base to more commercial would make Action PDR an Approved Use. This is the zoning district the UDO pushes this type of contractor to.

Legal Description for 10700 W. Venture Drive, Franklin

Parcel 2 of Certified Survey Map No. 4804, being a part of the North West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 5, in Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin, being a redivision of parcel nos. 2 and 3 of Certified Survey Map No. 4743, recorded on August 21, 1986, Reel 1942, Image 1197, as Document No. 5953282

Revisions:

ENGINEER: Kendall Bruning, P.E.
10535 W. College Avenue
Franklin, WI 53132
414-529-8552

ACTION PDR, Inc.
c/o Justin Johnson
11102 W. Dennis Avenue
Hales Corners, WI 53130
414-755-9534

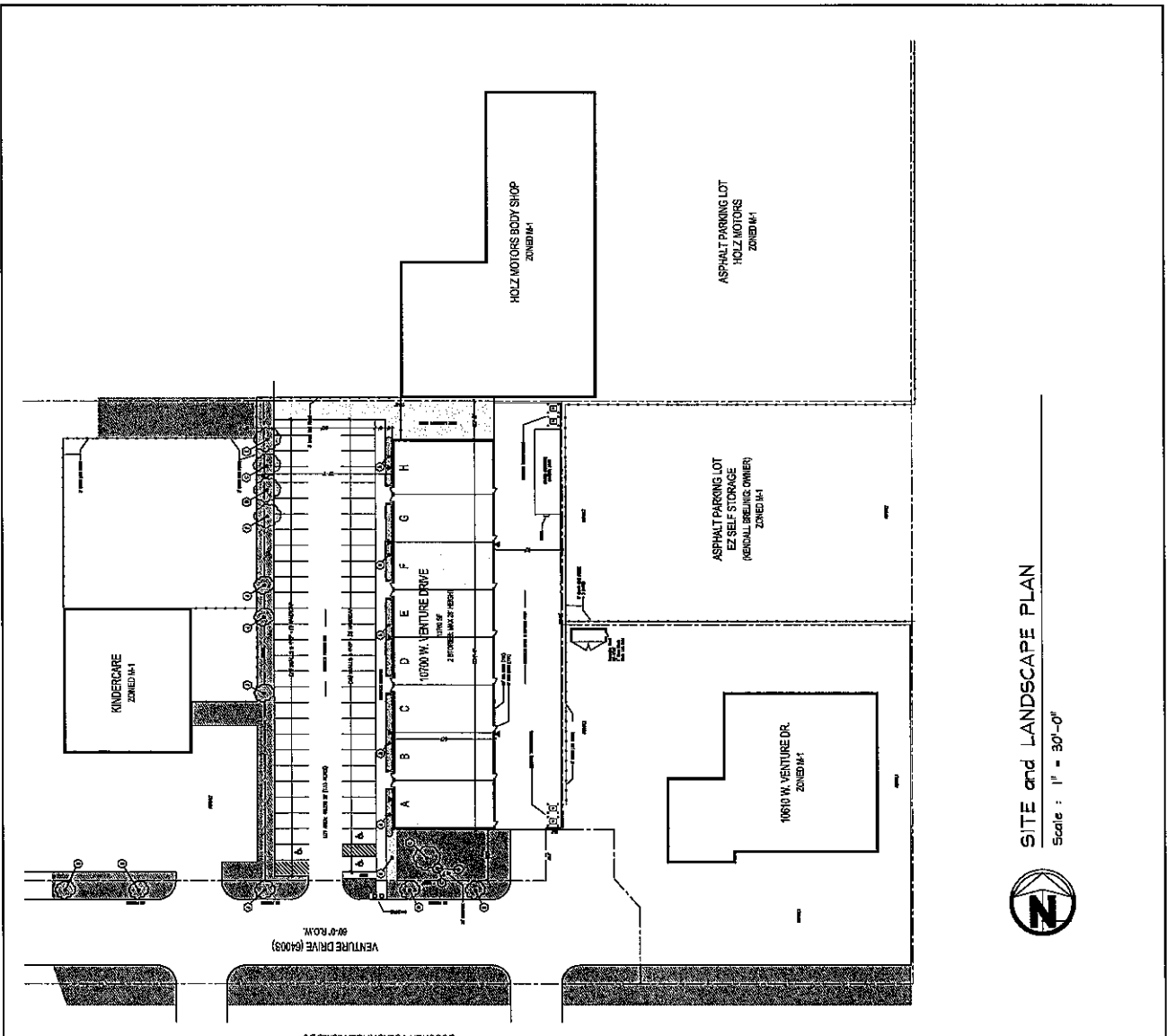
ZONING APPROVAL FOR: Action PDR, Inc
10700 W. Venture Drive
Franklin, WI 53132

SUNSET INVESTORS
10535 W. College Avenue
Franklin, WI
414-529-8552

Drawn By: -
Checked By: -

SITE PLAN

Date: February 15, 2018
Sheet No. C-100



SITE and LANDSCAPE PLAN
Scale: 1" = 30'-0"

OWNER	TENANT	REQUIRED PARKING	COMPANY ON-SITE
KENDALL BEHLING	LOWER BUSINESS PRODUCTS LTD	48	0
	UPPER PACKAGING PARTNERS	56	0
KENDALL BEHLING	WE CARE/LAW CARE	31	0
	LOWER AZZ MATRIMON REPAIRS	17	0
KENDALL BEHLING	UPPER BANGS LABRAL SECURITY	56	0
	TORIBREA EXTERIORS	28	1
KENDALL BEHLING	POSS PAINTING	31	0
KENDALL BEHLING	LOWER FRANKLIN CITY INDUSTRIES LTD	28	0
	UPPER ACTION POLING INC	56	0
KENDALL BEHLING	UPPER SPECIALTY PRODUCTS, INC.	48	0
	UPPER INTERACTIVE MARKETING PRODUCTIONS	56	0
KENDALL BEHLING	INTERACTIVE MARKETING PRODUCTIONS	56	0
TOTAL			51

EXISTING LANDSCAPE SCHEDULE	TYPE	SCIENTIFIC NAME
A. SPECIALLY ADAPTED FULL GROWN SERVICE	SHrub	LAVANUS CANARIENS
B. HERBACEOUS (P & B)	SHrub/TREE	ASPERULATIMIDES
C. 2ND COURNOY GREY SPRUCE	EVERGREEN	PICEA PARVENS
D. 2ND DOUGL FIR	EVERGREEN	PICEA PARVENS
E. 1ST MALLIBERRY (10'0)	CANDY TREE	MORUS RUBRA
F. 2ND MALLIBERRY (20'0)	CANDY TREE	MORUS RUBRA
G. MUGO PINE	EVERGREEN	PINUS MUGO
H. BARBERRY	SHrub	BERRIS
J. NARAYE WILLOW (STATE STREET) (10'0) (2'0)	SHrub/TREE	ACER NYCARB
K. JACOBED WILLOW (STATE STREET) (10'0) (2'0)	PERENNIAL	HEMOCALLIS STELLARIS (6'0)

GENERAL NOTES

PROVIDE: PERMANENT AND/OR TEMPORARY EROSION CONTROL MEASURES TO PREVENT SOIL EROSION FROM EXISTING AND PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.

REAR LANDSCAPE: TO BE DETERMINED BY THE CONTRACTOR.

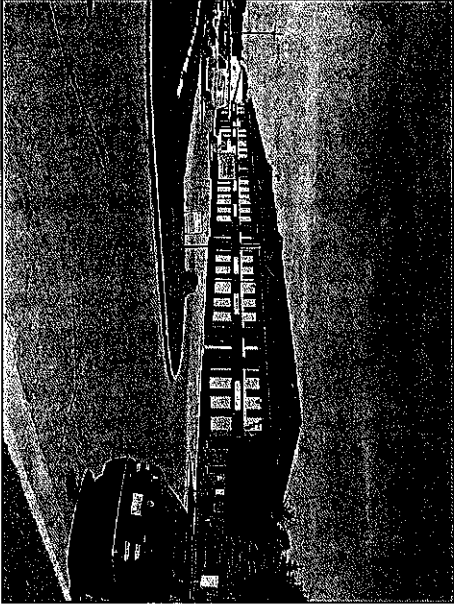
SPRINKLE: TO BE DETERMINED BY THE CONTRACTOR.

UTILITIES: TO BE DETERMINED BY THE CONTRACTOR.

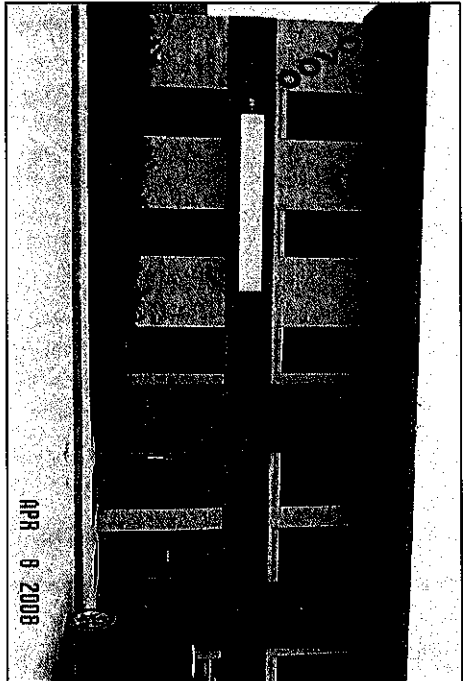
SETBACK SCHEDULE	REQUIRED (M4)	PROVIDED
FRONT YARD	30'-0"	25'-7"
REAR YARD	15'-0"	48'-0"
SIDE YARD	20'-0"	22'-8"
CORNER SIDE YARD	30'-0"	30'-0"



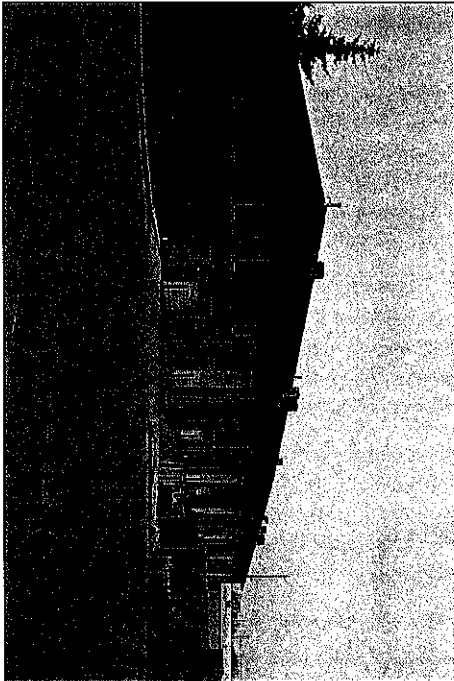
ARIAL VIEW



FRONT FACADE



FRONT ENTRY & SIGN



REAR ELEVATION

<p>SHEET</p>	<p>DATE: 01/7/14/2009</p>	<p>PROJECT: SUNSET INVESTORS 10535 W. COLLEGE AVENUE FRANKLIN, WI 53132</p>	<p>SUNSET INVESTORS 10535 W. COLLEGE AVENUE FRANKLIN, WI 53132 PHONE: (414) 529-8352 FAX: (414) 529-7454 WWW.SUNSETINVESTORS.COM</p>	<p>SPECIAL USE APPROVAL</p>	<p>APPLICANT:</p>	<p>OWNER: SUNSET INVESTORS; KENDALL BREUNIG 10535 W. COLLEGE AVE FRANKLIN WI 53132 PH (414) 529-8352</p>	<p>ENGINEER: KENDALL BREUNIG, PE 10535 W. COLLEGE AVE. FRANKLIN WI 53132 PH (414) 529-8352</p>
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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 06/18/19</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (WYNDHAM HOMES LLC, OWNER), (3031 WEST FOREST HILL AVENUE)</p>	<p align="center">ITEM NUMBER B.12.</p>

At its June 6, 2019, meeting the Plan Commission recommended approval of a resolution conditionally approving a 2 lot certified survey map, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Wyndham Homes LLC, Owner) (3031 West Forest Hill Avenue).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2016-_____, a resolution conditionally approving a 2 lot certified survey map, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin (Wyndham Homes LLC, Owner) (3031 West Forest Hill Avenue).

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED
SURVEY MAP, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(WYNDHAM HOMES LLC, OWNER)
(3031 WEST FOREST HILL AVENUE)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a part of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 3031 West Forest Hill Avenue, bearing Tax Key No. 832-9901-000, Wyndham Homes LLC, applicant; said certified survey map having been reviewed by the City of Franklin Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and City of Franklin Plan Commission recommendation, and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Wyndham Homes LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form

WYNDHAM HOMES LLC -- CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 2

and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Wyndham Homes LLC, successors and assigns, and any developer of the Wyndham Homes LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Wyndham Homes LLC and the 2 lot certified survey map project for the property located at 3031 West Forest Hill Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. Applicant shall submit to the Community Development Department a revised Natural Resource Protection Plan Map, and labeled as such, and meeting requirements of the UDO, showing wetland areas mentioned in the Natural Resource Protection Plan along the roadway, prior to recording of the CSM.
7. Applicant shall show all wetlands, wetland buffers, wetland setbacks on the face of the CSM as mentioned in the NRPP report dated February 18, 2019 from One Source Consulting, and in the office of the Community Development Department prior to recording of the CSM.
8. Applicant shall supply a letter from the Wisconsin Department of Natural Resources and the United States Army Corps of Engineers to the City Development Department stating if wetlands are present within the property limits of the proposed CSM and under their jurisdiction and if they are under their jurisdiction, then wetlands would need to be delineated on the face of the CSM, per the UDO requirements, prior to recording of the CSM.
9. Applicant shall apply for a Natural Resource Special Exception prior to any new or altered driveway installations which may go through any delineated wetlands prior to building permit issuance of a new single-family residence.

WYNDHAM HOMES LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 3

10. Applicant shall submit to the Community Development Department a revised Natural Resource Protection Plan Map showing qualified woodland areas mentioned in the Natural Resource Protection Plan along the rear of the property, or, if the woodlands present on the property do not qualify for a mature or young woodland, a statement from a certified Arborist, or equivalent, shall attest in written format how the woodlands do not qualify due to not meeting the definitions of young or mature woodlands, prior to recording of the CSM.
11. Applicant shall submit to the Community Development Department a Conservation Easement document to include any applicable Natural Resource Protection elements including, but not limited to, wetlands and woodlands which qualify per the UDO, prior to recording of the CSM.
12. Applicant shall show on the face of the CSM language that a new single-family residence may be subject to a greater front yard setback in areas where greater than required front yard setback is required per the City of Franklin Unified Development Ordinance prior to recording of the CSM.
13. [other conditions, etc.]

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Wyndham Homes LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Wyndham Homes LLC, with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

WYNDHAM HOMES LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 4

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

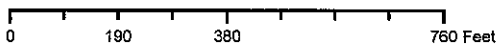
AYES _____ NOES _____ ABSENT _____



3031 W. Forest Hill Ave.
TKN 832 9901 000



Planning Department
(414) 425-4024



2017 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of June 6, 2019

Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of the Certified Survey Map for Wyndham Homes, LLC, subject to the conditions as noted in the attached draft resolution.

Project Name:	Wyndham Homes, LLC
Project Location:	3031 West Forest Hill Avenue (Tax Key No: 832-9901-000)
Property Owner:	Wyndham Homes, LLC
Applicant:	Wyndham Homes, LLC
Agent:	Daniel A. Kanitz, Wyndham Homes, LLC
Current Zoning:	R-3, Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential
Use of Surrounding Properties:	Single-family residential to the north, south, east and west.
Applicant's Action Requested:	Recommendation of approval of the CSM

Project Description/Analysis:

On February 22, 2019, the applicant submitted an application for a Certified Survey Map. The property is located at 3031 West Forest Hill Avenue and has one existing residence upon it and is zoned as R-3, as are the surrounding properties. The applicant desires to split the lot one time to create two single-family residential lots, each at 125 feet in width and 108,208 square feet (2.48 acres) in size. Proposed Lot 1 has an existing single-family residence located upon it.

There is existing sanitary sewer along Forest Hill Avenue. There is no public water service available nearby and applicant will need to request the public water main be extended. If denied by the City, a well system would need to be approved through the City Engineering office.

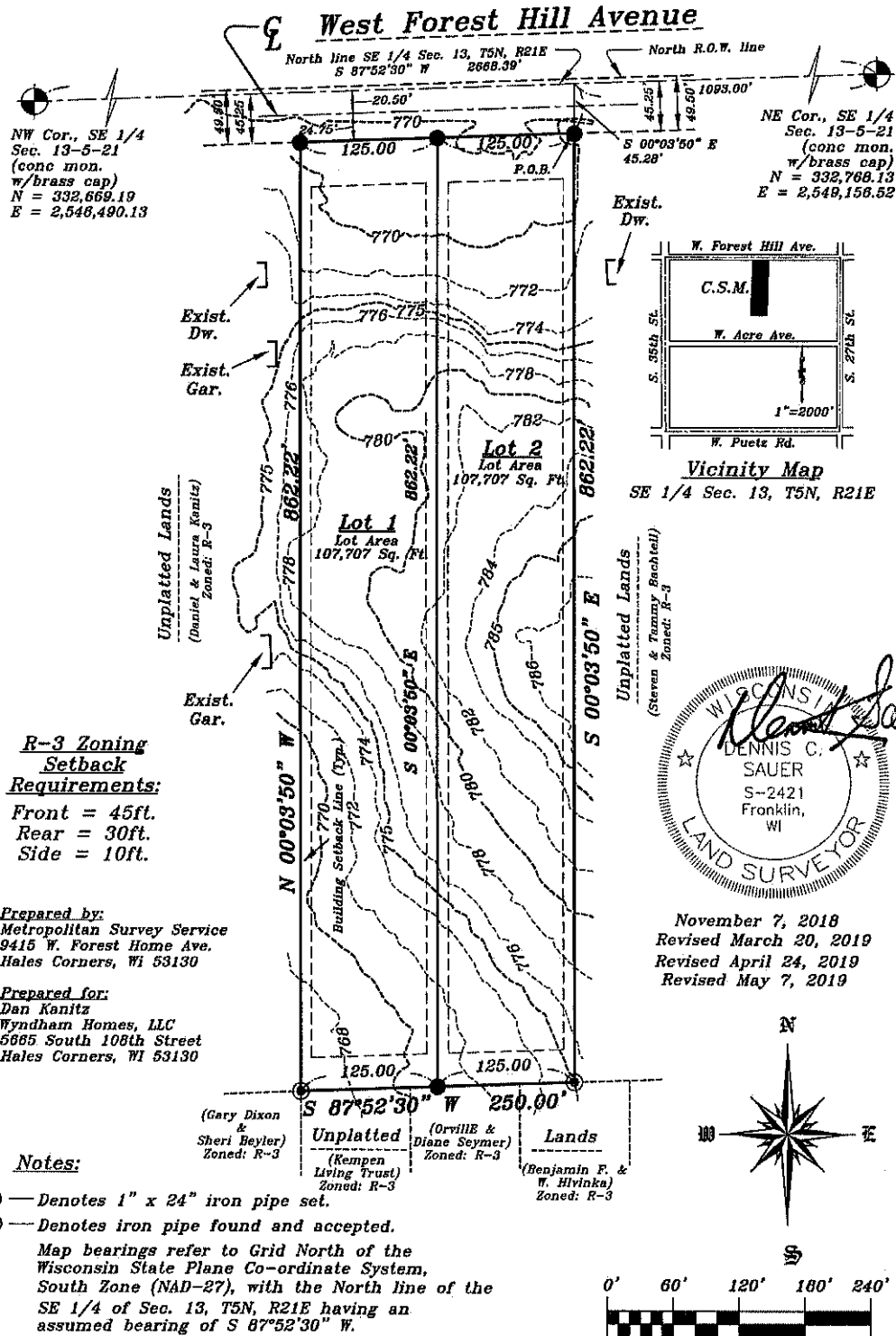
There are deficiencies in the supplied NRPP map, which excludes a delineation of the wetlands noted in the supplied report completed by One Source Consulting, dated February 18, 2019. There are numerous conditions of approval relating to meeting the NRPP requirements of the City of Franklin UDO proposed by staff as conditions of approval in the supplied resolution.

Staff Recommendation:

City Development Staff recommends approval of the Certified Survey Map, subject to the conditions as noted in the attached draft resolution.

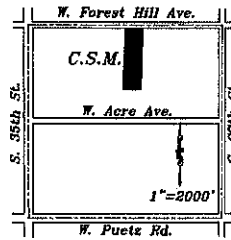
CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

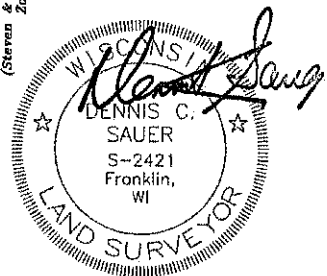


NW Cor., SE 1/4 Sec. 13-5-21 (conc mon. w/brass cap)
N = 332,669.19
E = 2,548,490.13

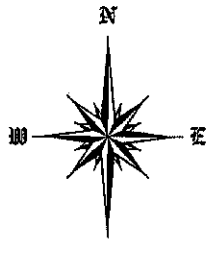
NE Cor., SE 1/4 Sec. 13-5-21 (conc mon. w/brass cap)
N = 332,768.13
E = 2,548,158.52



Vicinity Map
SE 1/4 Sec. 13, T5N, R21E



November 7, 2018
Revised March 20, 2019
Revised April 24, 2019
Revised May 7, 2019



Graphic Scale
Scale: 1"=120'

R-3 Zoning Setback Requirements:
Front = 45ft.
Rear = 30ft.
Side = 10ft.

Prepared by:
Metropolitan Survey Service
9415 W. Forest Home Ave.
Hales Corners, WI 53130

Prepared for:
Dan Kanitz
Wyndham Homes, LLC
5885 South 108th Street
Hales Corners, WI 53130

- Notes:**
- — Denotes 1" x 24" iron pipe set.
 - ⊙ — Denotes iron pipe found and accepted.
- Map bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone (NAD-27), with the North line of the SE 1/4 of Sec. 13, T5N, R21E having an assumed bearing of S 87°52'30" W.

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:
That I have surveyed, divided and mapped, a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City Franklin, Milwaukee County, Wisconsin; bounded and described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 13, Town 5 North, Range 21 East; thence S 87°52'30" W, 1093.00 feet; thence S 00°03'50" E, 45.28 feet to the South line of West Forest Hill Avenue and the point of beginning; thence continuing S 00°03'50" E, 862.22 feet to a point; thence S 87°52'30" W, 250.00 feet to a point; thence N 00°03'50" W, 862.22 feet to the South line of said West Forest Hill Avenue; thence N 87°52'30" E, along said South line 250.00 feet to the point of beginning. Said lands contain 215,414 square feet (4.95 acres).

That I have made such survey, land division and map by the direction of Wyndham Homes, LLC, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Unified Development Ordinance - Division 15, of the City of Franklin Municipal Code in surveying, dividing and mapping the same.

NOVEMBER 7, 2018

Date

REV. 3/20/19


Dennis C. Sauer

Professional Land Surveyor S-2421



PREPARED FOR:
Daniel Kanitz
Wyndham Homes, LLC
5665 South 108th Street
Hales Corners, WI 53130

PREPARED BY:
Metropolitan Survey Service
9415 West Forest Home Avenue
Hales Corners, WI 53130

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

Wyndham Homes, LLC, as owner, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 236.34 of the Wisconsin State Statutes and Unified Development Ordinance - Division 15, of the City of Franklin Municipal Code.

WITNESS the hand and seal of said owner this _____ day of _____, 20_____.

Daniel Kanitz, Owner

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20_____, Daniel Kanitz, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

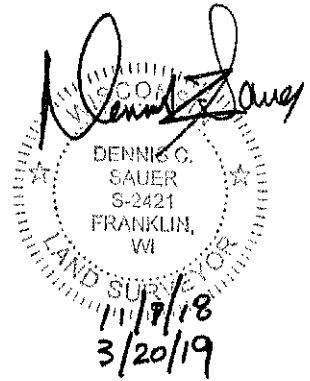
Notary Public
State of Wisconsin
My Commission Expires: _____

COMMON COUNCIL APPROVAL

APPROVED and accepted by the Common Council of the City of Franklin, Resolution No. _____, on this _____ day of _____, 20_____.

Stephen Olson, Mayor
City of Franklin

Sandra L. Wesolowski, Clerk
City of Franklin



PLAT OF SURVEY

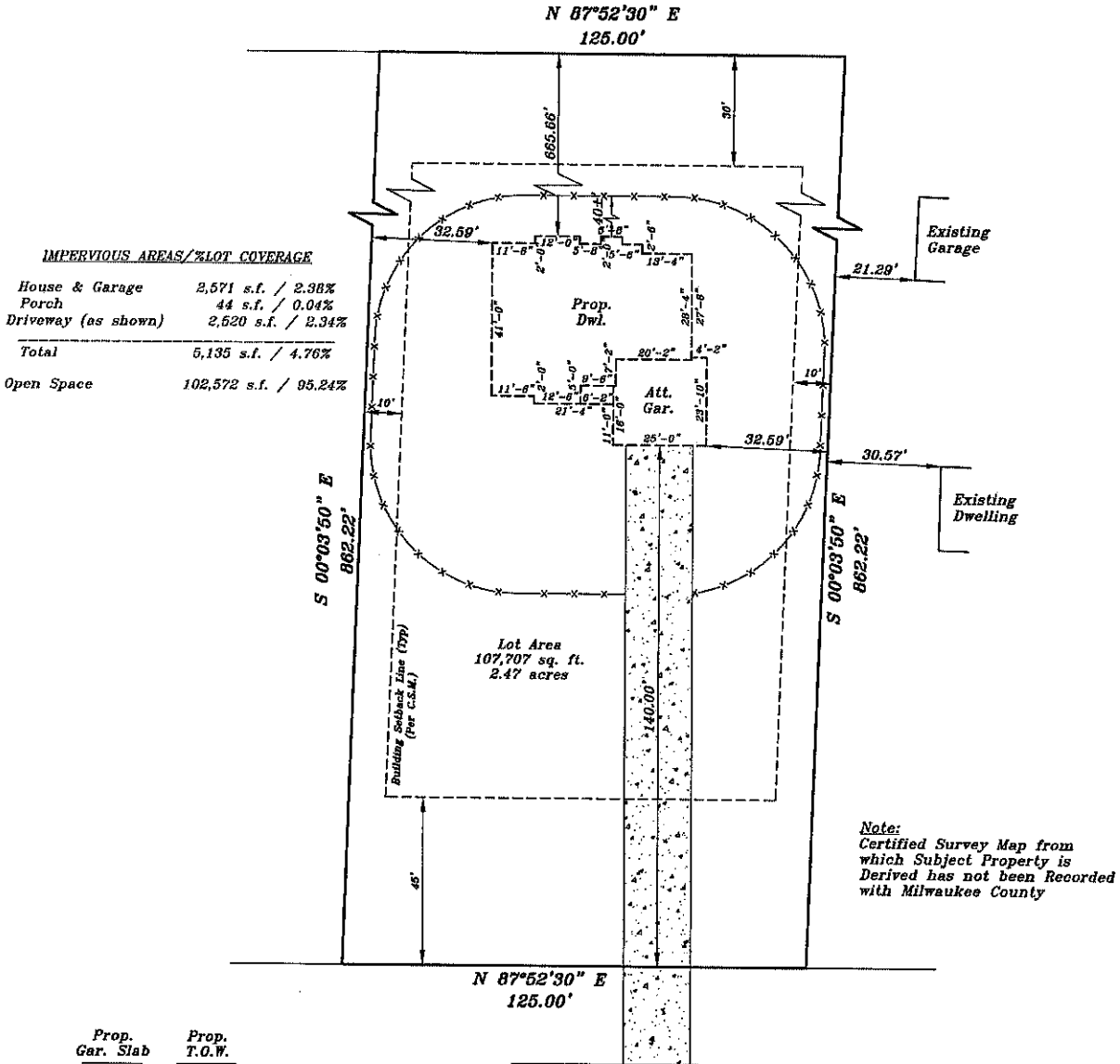
LOCATION: West Forest Home Avenue, Franklin, Wisconsin

LEGAL DESCRIPTION:

Lot 1 in CERTIFIED SURVEY MAP NO. , being a part of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

December 6, 2018 (Drawing Only)
 May 7, 2019 Impervious Calculations Added

Survey No. 110276



IMPERVIOUS AREAS/%LOT COVERAGE

House & Garage	2,571 s.f. / 2.38%
Porch	44 s.f. / 0.04%
Driveway (as shown)	2,520 s.f. / 2.34%
Total	5,135 s.f. / 4.76%
Open Space	102,572 s.f. / 95.24%

Note:
 Certified Survey Map from which Subject Property is Derived has not been Recorded with Milwaukee County

Prop. Gar. Slab	Prop. T.O.W.
000.0	000.0
Prop. Fin. Yd. Gr.	
000.0	

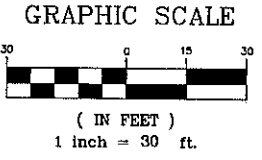
(Per Gr. Plan)



Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner, builder or municipality

METROPOLITAN SURVEY SERVICE, INC.
 PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS
 9416 West Forest Home Avenue, Suite 202
 Hales Corners, Wisconsin 53130
 PH. (414) 529-5380 FAX (414) 529-8787
 email address: survey@metropolitansurvey.com

⊙ — Denotes Iron Pipe Found
 ○ — Denotes Iron Pipe Set
 [000.0] — Denotes Proposed Grade
 — x — x — Denotes Proposed Silt Screen



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED _____
Dennis C. Sauer
 Professional Land Surveyor S-2421

PLAT OF SURVEY

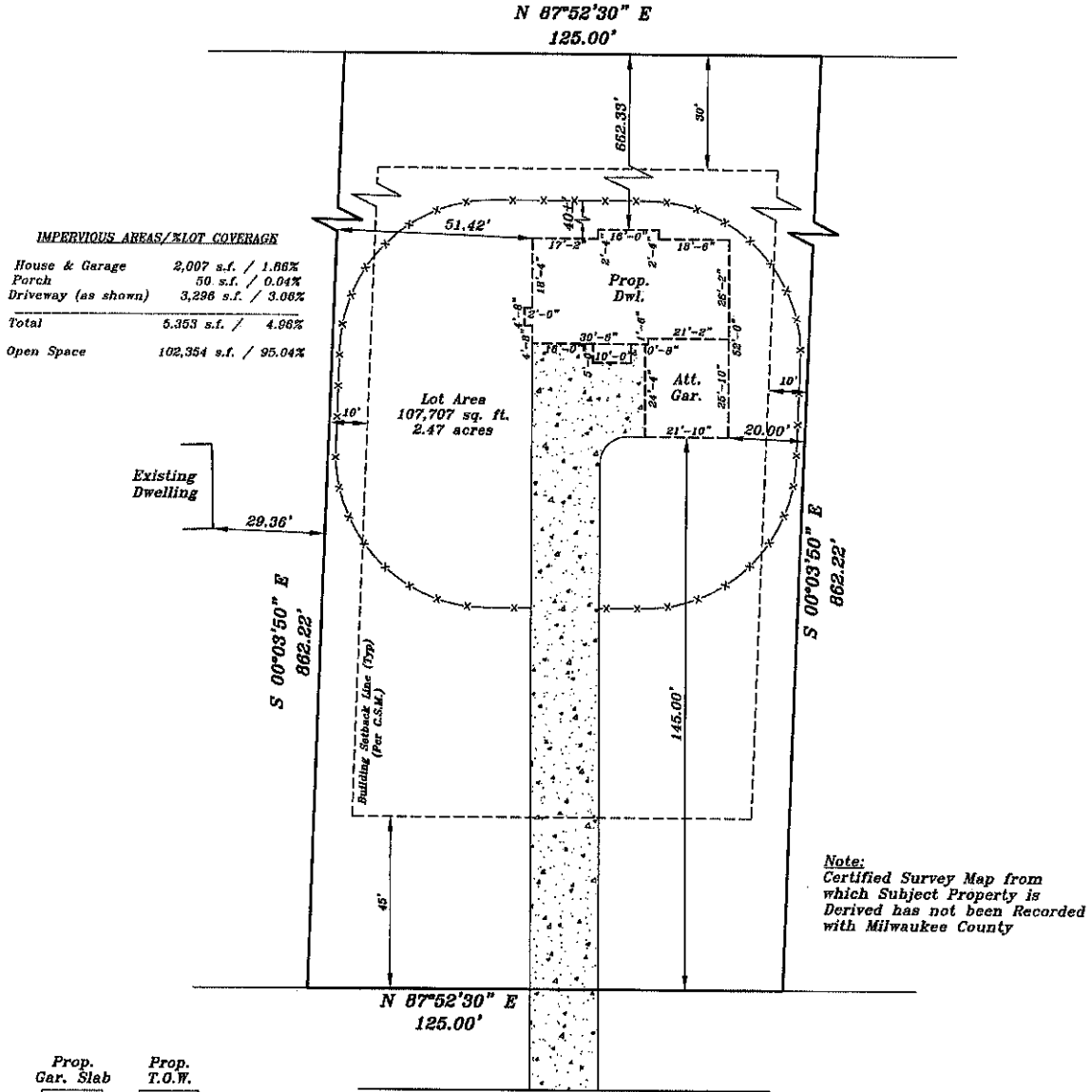
LOCATION: West Forest Home Avenue, Franklin, Wisconsin

LEGAL DESCRIPTION:

Lot 2 in CERTIFIED SURVEY MAP NO. , being a part of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

December 6, 2018 (Drawing Only)
 May 7, 2019 Impervious Calculations Added

Survey No. 110277



IMPERVIOUS AREAS/%LOT COVERAGE

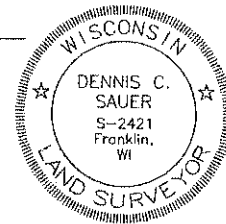
House & Garage	2,007 s.f. / 1.86%
Porch	50 s.f. / 0.04%
Driveway (as shown)	3,296 s.f. / 3.06%
Total	5,353 s.f. / 4.96%
Open Space	102,354 s.f. / 95.04%

Note:
 Certified Survey Map from which Subject Property is Derived has not been Recorded with Milwaukee County

Prop. Gar. Slab	Prop. T.O.W.
000.0	000.0

Prop. Fin. Yd. Gr.
 000.0
 (Per Gr. Plan)

West Forest Hill Avenue
 (66' R.O.W.)

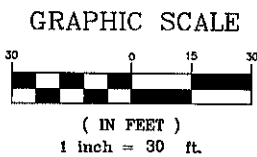


Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner, builder or municipality

METROPOLITAN SURVEY SERVICE, INC.
 PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS
 9416 West Forest Home Avenue, Suite 202
 Hales Corners, Wisconsin 53130
 PH. (414) 529-5380 FAX (414) 529-9787
 email address: survey@metropolitansurvey.com

- ⊙ — Denotes Iron Pipe Found
- — Denotes Iron Pipe Set
- 000.0 — Denotes Proposed Grade

—x—x—x— Denotes Proposed Silt Screen



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THEREYO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED
Dennis C. Sauer
 Professional Land Surveyor S-2421

Benjamin Kohout

From: Benjamin Kohout
Sent: Tuesday, May 28, 2019 10:33 AM
To: Gail Olsen; Joel Dietl
Subject: FW: 3031 W. Forest Hill - Wyndham Homes CSM for June 6 agenda

FYI.

Ben Kohout, AICP
Principal Planner
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132
O: (414) 425-4024
bkohout@franklinwi.gov
[City of Franklin Planning Website](#)



From: Wyndham Homes <wyndhamhomeswi@gmail.com>
Sent: Tuesday, May 28, 2019 10:28 AM
To: Benjamin Kohout <BKohout@franklinwi.gov>
Subject: 3031 W. Forest Hill

Ben

We agree to your terms and conditions that need to be met and items that need further evaluations that will take time to complete.

I am working with DNR for Culverts, I am working with Arborist to prepare woodland survey site field report.

12 copies dropped off Friday for June 6 Planning Commission meeting

Dan Kanitz
Wyndham Homes

City of Franklin
Department of City Development

Date: April 26, 2019

To: Wyndham Homes, LLC

From: City Development Staff

RE: Wyndham Homes, LLC Certified Survey Map – Staff Comments

Please be advised that City Staff has reviewed the above application for the property located at 3031 West Forest Hill Avenue. Department comments are as follows for the Certified Survey Map Application submitted by Wyndham Homes, LLC and date stamped by the City of Franklin on February 22, 2019.

Unified Development Ordinance (UDO) Requirements

General

1. There is a wooded area at the rear of the subject property, which includes a large wetland according to the 2005 Wisconsin Wetland Inventory. Attached, please find a map of the property identifying the boundary of the wetland according to the 2005 Wisconsin Wetland Inventory. A Natural Resource Protection Plan including a field delineation conducted by a qualified environmental consultant will be required to determine whether or not a wetland or woodland, in accordance with Division 15-4.0100 of the UDO, exist on the property.

Certified Survey Map

2. Please graphically depict all required wetland buffers and wetland setbacks per Section 15-7.0702-B of the UDO.
3. Please remember to indicate all dates of revision per Section 15-7.0702-H of the UDO.
4. Please graphically indicate the location of any conservation easements per Section 15-7.0702-P of the UDO.
5. Please submit a Natural Resource Protection Plan (NRPP) as required by Section 15-7.0702-Q, and Section 15-9.0309-D of the UDO. The NRPP shall meet the requirements of Division 17-7.0200 of the UDO.

Natural Resource Protection Plan

1. Please indicate the proposed name of the development, project, Certified Survey Map, subdivision plat, or condominium per Section 15-7.0201-A of the UDO.
2. Please indicate the location of the proposed development, project, Certified Survey Map, subdivision plat, or condominium per Section 15-7.0201-B of the UDO.

3. Please indicate the names, address and telephone number of the owner per Section 15-7.0201-C of the UDO.
4. Please include the date of the Natural Resource Plan submittal and all applicable revision dates per Section 15-7.0201-D of the UDO.
5. Please show the site boundary line of the site with dimensions using a solid line. Also, indicate the total land area encompassed by the site per Section 15-7.0201-E of the UDO.
6. Please show the location of all proposed lot lines, right-of-way lines and easements per Section 15-7.0201-F of the UDO.
7. Please show the location, ownership, widths, and names of all existing and previously platted streets, right-of-ways, parks, and other public or open spaces location within or adjacent to the subject property per Section 15-7.0201-G of the UDO.
8. Please show the location and dimensions of all easements and neighboring property boundary lines per Section 15-7.0201-H of the UDO.
9. Per Section 15-7.0201-I of the UDO, please provide the location and extent of existing natural resource features as defined by Divisions 15-4.0100 and 15-11.0100.
10. Please graphically and numerically depict those natural resource features that will be disturbed and those that will be preserved per Section 15-7.0201-J of the UDO.
11. Per Section 15-7.0201-K of the UDO, please provide a graphic illustration and notes relating those natural resource features, which are to be preserved, will actually be preserved in perpetuity using conservation easements, deed restrictions, protective covenants, etc.
12. Please provide a drawing legend containing the scale of the drawing, date of preparation, north arrow, and existing and proposed contours (two foot intervals) per Section 15-7.0201-L of the UDO.
13. Please reduce the sheet size for the Natural Resource Protection Plan to a size less than or equal to the site plan per Section 15-7.0201-M of the UDO.

Staff Recommendations

Certified Survey Map

14. Please indicate the owners and existing zoning of the adjacent properties.: R-3 Suburban/Estate Single-Family Residence District

Natural Resource Protection Plan (NRPP)

15. The applicant shall indicate all Natural Resource Features not impacted by development in Conservation Easements. Please provide Conservation Easement Documents and Exhibits for City Staff review. Attached, please find the City's Conservation Easement template.
16. Please clarify through the assured wetland delineator, Dave Meyer, if there are other wetlands or other areas of natural resources on the property other than the referenced roadside ditch on page one (NRPP dated February 18, 2019 from One Source Consulting).

Other

17. Please submit a lot coverage calculation for Lot 1 of the proposed Certified Survey Map to prove the newly created lot will be in compliance with the 15% maximum lot coverage (maximum percent of lot area) of the R-3 District.
18. It appears at one time there was a small accessory structure located along the south lot line of the proposed Lot 1. Has this accessory structure been removed? If not, the shed would need to be permitted or razed along with the existing residence, as zoning requirements do not permit a stand-alone accessory structure on R zoned properties without a residence. Contact the Building Inspections office at 414-425-0084 with this requirement.
19. Please note a new single-family residence on Lot 2 may be subject to Section 15-2.0203-B Determination of Average Front Yard Setback in Areas Where Greater than Required Front Yard Setback is Provided, of the UDO.

Engineering Staff Comments

20. Please see the attached Engineering Department comments.

Fire Department Staff Comments

21. The Fire Department has no concerns with the proposed lot division.

Police Department Staff Comments

22. The Franklin Police Department has no concerns with reference to the application for a Certified Survey Map to divide an existing lot into two separate lots. The location is 8473 S. 47th St. Lot 1 will be 1.14 acres, and lot 2 will be .98 acres.

Milwaukee County Comments

23. Please see the attached comment from the Milwaukee County Register of Deeds Office.

2/20/2019

Proposed Project Summary for 3031 W. Forest Hill Ave., Franklin, Wi.
53132.

This is a older residential neighborhood located on the east side of the city of Franklin. The zoning is R-3 suburban/estate single-family.

It is our intention to split the existing 5 acre parcel into two 2.50 acre lots that meet the R-3 district development standards. Dividing the lot in half directly down the middle will maintain the continuity of the existing lots on Forest Hill ave.

The new homes will have set backs that average the existing homes on Forest Hill Av. On lot 1 we are planning on building a 1800 sq. ft. ranch home with 3 car attached garage. On lot 2 we are planning on building a 2 story home with a 2 ½ car attached garage.

The back half of both lots is scattered young trees and heavy brush that is approx.300 ft deep by 125 ft. wide on each lot. The front of the lots are currently grass with several 4 fruit trees on lot 1. There is also some wild bushes and growth along the street side of the property that adds a rural appearance to the property. It is our intention to maintain the existing rural appearance. Grass is currently groomed to normal residential standards on the front half of the property. This look will be maintained before and during the construction of the new homes.

Our goal is to build to new homes that are in proportion to the existing homes in the area, placed on these two magnificent country look lots.

Lot owners Daniel A. Kanitz member Wyndham Homes and Dara Atlija
Member Wyndham Homes.

Franklin
MAY 24 2019
City Development

FEB 22 2019



City Development

Date of Application: _____

CERTIFIED SURVEY MAP (CSM) APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant (Full Legal Name(s)): Name: Wynndham Homes LLC
Company: Wynndham Homes
Mailing Address: 5665 S. 108th St.
City/State: HALES CORNERS, WI Zip: 53130
Phone: 414 881 2707
Email Address: wynndhamhomeswi@gmail.com
Applicant is Represented by: (contact person)(Full Legal Name(s))
Name: Daniel A. Kanitz
Company: Wynndham Homes
Mailing Address: 5665 S. 108th St.
City/State: HALES CORNERS, WI Zip: 53130
Phone: 414 881 2707
Email Address: wynndhamhomeswi@gmail.com
Project Property Information:
Property Address: 3031 W. FOREST HILL AVE
Property Owner(s): Wynndham Homes
Tax Key Nos: 832 9901 000
Existing Zoning: R-3 suburban/estatesinglefamily
Existing Use: R-3 suburban/estatesinglefamily
Proposed Use: R-3 suburban/estatesinglefamily
CMP Land Use Identification:
*The 2025 Comprehensive Master Plan Future Land Use Map is available at: http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Division 15-7.0700 of the Unified Development Ordinance.

Certified Survey Map submittals for review must include and be accompanied by the following:

- [x] Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds: \$75
[x] Two (2) original map copies for Milwaukee County review, prepared at 8-1/2" wide by 14" long on durable white paper.
[x] This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
[x] Application Filing Fee, payable to City of Franklin: \$1,500
[x] Seven (7) complete sets of Application materials, for City of Franklin review to include:
[] Project Summary: a written detailed description of the project: One (1) original and six (6) copies
[] Map Copies: One (1) original map copy and six (6) map copies prepared at 8-1/2" wide by 14" long and must be clearly legible.
[x] As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas.
[] If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9.0309D of the UDO).
[] If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15-3.0500 of the UDO).
[] Email (or CD ROM) with all plans and submittal materials in Adobe PDF. (May be waived by City Planner.)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
• All Certified Survey Map requests require Plan Commission review and Common Council approval.
• All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Signature - Property Owner: Wynndham Homes LLC
Name & Title (PRINT): Daniel A. Kanitz member wynndhamhomes LLC
Date: 2-20-2019
Signature - Property Owner: DANIEL A. KANITZ
Name & Title (PRINT): DANIEL A. KANITZ
Date: 2-20-2019

Signature - Applicant: Daniel A. Kanitz
Name & Title (PRINT): DANIEL A. KANITZ
Date: 2-20-2019
Signature - Applicant's Representative:
Name & Title (PRINT):
Date:



Dan Kanitz <wyndhamhomeswi@gmail.com>

RE: [Non-DoD Source] 3031 NRPP (UNCLASSIFIED)

1 message

Kopka, Marie H CIV USARMY CEMVP (USA) <Marie.H.Kopka@usace.army.mil>
 To: "wyndhamhomeswi@gmail.com" <wyndhamhomeswi@gmail.com>

Tue, May 7, 2019 at 11:43 AM

CLASSIFICATION: UNCLASSIFIED

Good morning Mr. Kanitz,

Thank you for contacting the Corps of Engineers regarding your proposed project two install two culverts in associated with residential driveways at 3031 W. Forest Hill Avenue in the City of Franklin.

I know you have been working with Matt Groshek of our office regarding your proposed project and he had recommended that you to submit a jurisdictional determination request. In reviewing the One Source Consulting Natural Resource Protection Plan dated February 18, 2019, it appears that your project may qualify under our Minor Discharges General Permit which does not require the submittal of a permit application nor a Corps jurisdictional determination.

A copy of the Minor Discharges General Permit can be found here: https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/MinorDischarges_RGP.pdf?ver=2018-02-22-093528-840. Please read through the permit to make sure your project would meet the terms and conditions.

At this point, you have two options. You could proceed with the project without further coordination with the Corps OR you can request a General Permit confirmation letter. If you request the latter, please let me know and we will log in the project and I'll assign to a Project Manager.

Thank you for your time,
 Marie

Marie H. Kopka, Lead Project Manager
 U.S. Army Corps of Engineers
 St. Paul District, Regulatory Branch
 Brookfield Field Office
 250 N. Sunnyslope Road, Suite 296
 Brookfield, Wisconsin 53005
 Office: 651-290-5733 | Marie.H.Kopka@usace.army.mil

-----Original Message-----

From: Groshek, Matthew M CIV USARMY CEMVP (USA)
 Sent: Tuesday, May 7, 2019 10:56 AM
 To: Kopka, Marie H CIV USARMY CEMVP (USA) <Marie.H.Kopka@usace.army.mil>
 Subject: FW: [Non-DoD Source] 3031 NRPP

Franklin

MAY 24 2019

City Development

-----Original Message-----

From: Wyndham Homes [mailto:wyndhamhomeswi@gmail.com]
 Sent: Tuesday, May 7, 2019 9:40 AM
 To: Groshek, Matthew M CIV USARMY CEMVP (USA) <Matthew.M.Groshek@usace.army.mil>
 Subject: [Non-DoD Source] 3031 NRPP

hopefully this will open

City of Franklin Planning
 Benjamin Kohout



Construction Minded | Civil Engineers | Land Surveyors

19435 W. CAPITOL DRIVE, SUITE L05, BROOKFIELD, WI, 53045

PHONE: (262) 781-9005 www.onesourceconsult.com

City of Franklin - Natural Resource Protection Plan for 3031 W. Forest Hill Ave.

February 18, 2019

Wyndham Homes is proposing two single family residential homes at 3031 W. Forest Hill Avenue in the City of Franklin. The development is located on a 4.96 acre parcel on the south side of W. Forest Hill Avenue and west of S. 27th Street (SW 1/4 of the SE 1/4 of Section 13, T5N R21 E). A study area was developed and extends not less than 50 feet beyond the planned disturbance limits associated with the construction of two single family homes with associated driveways and site grading.

There is one wetland within the study area that is associated with the roadside ditch running along the south side of W. Forest Hill Avenue across the width of the property. The wetlands were field delineated by Dave Meyer, a WDNR assured delineator. No other natural resources were identified within the study area by Dave Meyer, Wetland and Waterway Consulting.



Photograph 1 (Sept 2018): Looking north from W. Forest Hill Ave.



Photograph 1 (Sept 2018): Looking north from W. Forest Hill Ave.

NATURAL RESOURCE PROTECTION PLAN

A wetland buffer of 30' and a wetland setback of 50' will be maintained to preserve the wetland ditch as shown on the Plat of Survey. The total area of wetland setback area is 0.29 acres.

A wetland impact of 60 square feet for installation of each driveway culvert as required by the City of Franklin for access to the properties is anticipated. The total wetland impact will not exceed 120 square feet. This impact will occur within the study area, but outside of the parcel boundary within the W. Forest Hill Avenue right-of-way.

A wetland buffer impact of 1,500 square feet for the installation of each driveway is anticipated. The total wetland buffer impact will not exceed 3,000 square feet.

The natural resources will be protected with an increased front setback of 50 feet. No other permanent protection measures are proposed since the wetland is located within the City of Franklin's right-of-way for W. Forest Hill Avenue.

MITIGATION

For this residential development, the applicant will apply for a special exception for wetland disturbance and wetland buffer disturbance with no proposed mitigation for the wetland ditch impacts.

SITE INTENSITY SUMAMRY

In accordance with Section 15-3.0504 the "Site Intensity and Capacity for Residential Uses", the Maximum Number of Permitted Development Units for the parcel is 13 residential dwelling units. There are 0.29 acres of natural resource features which have been designated for protection.

ATTACHMENTS:

- Natural Resource Protection Plan Checklist
- Plat of Survey with Natural Resource Features
- Wetland Delineation Report Dated February 2, 2019

This natural resource protection plan has been prepared thru the collaborative efforts of Dave Meyer, Wetland and Waterway Consulting; Craig Donze, One Source Consulting and Metropolitan Survey Service.

**NATURAL RESOURCE PROTECTION PLAN CHECKLIST
for 3031 W. Forest Hill Avenue**

Staff Use	Complete or NA	Natural Resources that must be Identified, Measured, Graphically Depicted	Ordinance #
	None	Steep Slopes, measured & graphically Indicated	15-4.0102-A
	None	Woodlands and Forests, as defined, measured & graphically indicated	15-4.0102-B
	None	Lakes and Ponds, measured & graphically Indicated	15-4.0102-C
	None	Streams, measured & graphically Indicated	15-4.0102-D
	None	Shore Buffers, measured & graphically Indicated	15-4.0102-E
	None	Floodplain(s), Floodway(s) & Floodland(s), measured & graphically Indicated	15-4.0102-F
	None	Drainageways (as defined in the City of Franklin Unified Development Ordinance), measured & graphically indicated	15-4.0102-G
	Yes	Wetlands and Shoreland Wetlands, measured & graphically Indicated	15-4.0102-H
	Yes	Project Name	15-7.0201-A
	Yes	Location (physical address and/or Section - 1/4 Section information)	15-7.0201-B
	Yes	Scale, North Arrow, Contours (2' interval)	15-7.0702-L
	Yes	Names, Addresses, Telephone #s of Owners, Subdividers, Lessee & Developer	15-7.0201-C
	Yes	Date and all applicable revision dates	15-7.0201-D
	Yes	Site Boundary	15-7.0201-E
	Yes	Lot Lines, Right-of-Way lines and Easements	15-7.0201-F
	Yes	Existing Streets	15-7.0201-G
	None	Easements along property boundaries adjacent to the site	15-7.0201-H
	Yes	Location and extent of existing Natural Resource features	15-7.0202-I
	Yes	Disturbed and Preserved Nat. Resource Features (shown graphically and in numerical sequence on plan)	15-7.0702-J
	Yes	Method of Natural Resource Preservation (Conservation Easement)	15-7.0702-K
	Yes	Site Intensity Calculations	15-7.0702-N
	Yes	Mitigation Plan (See attached pages)	15-4.0103
	Yes	Name of Person Performing Wetland Delineation Date of Wetland Delineation	
	Yes	50 Wetland Building Setback Lines, identified & dimensioned	
	None	75 Shoreland Buffer Areas, identified & dimensioned	

Craig Donze, PE PLS

Signature of the person preparing this checklist

Staff Notes

Reviewer's Initials _____

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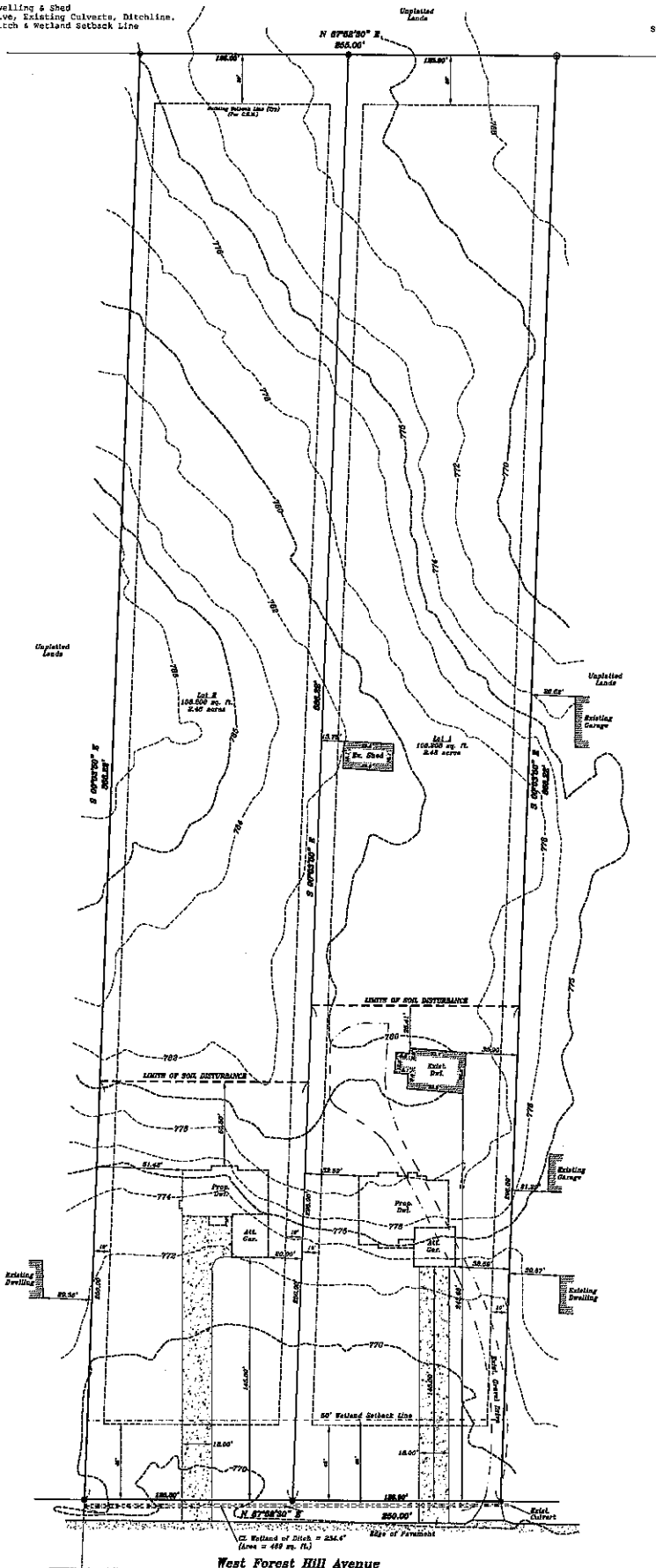
PLAT OF SURVEY

Wyndham Homes, LLC.

LOCATION: West Forest Hill Avenue, Franklin, Wisconsin

LEGAL DESCRIPTION:
 CERTIFIED SURVEY MAP NO. _____, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.
 December 18, 2018 (Drawing Only)
 January 30, 2019 Added Existing Dwelling & Shed
 February 12, 2019 Added Gravel Drive, Existing Culvert, Ditchline.
 February 13, 2019 Added Area of Ditch & Wetland setback Line.

Survey No. HRF-Report - Wyndham



Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner, builder or municipality

METROPOLITAN SURVEY SERVICE, INC.
 PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS
 6413 West Forest Hill Avenue, Suite 202
 Waukegan, Wisconsin 53190
 PH (414) 255-9288 FAX (414) 226-8187
 Email: mss@metrosurvey.com
 ● — Denotes Iron Pipe Found
 ○ — Denotes Iron Pipe Set
 --- Denotes Proposed Grade
 --- Denotes Proposed Silt Screens



Note:
 Certified Survey Map from which Subject Property is Derived has not been Recorded with Milwaukee County.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE LANDS SHOWN IN THIS REPRESENTATION TRULY ARE WITHIN THE CORNER AND BOUNDARIES OF THE PROPERTY. THE DISTANCES, BEARINGS, THE LOCATION OF ALL THE POINTS INDICATED AND THE AREA OF ALL THE AREAS SHOWN ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 DENNIS D. SAUER
 Professional Land Surveyor 2-2421

DIVISION 15-3.0500 SITE INTENSITY AND CAPACITY CALCULATIONS

**SECTION 15-3.0501 NATURAL RESOURCE PROTECTION AND SITE
INTENSITY AND CAPACITY CALCULATIONS FOR
RESIDENTIAL AND NONRESIDENTIAL USES REQUIRED**

- A. **Recognition of Natural Resource Features.** This Ordinance recognizes that landforms, parcel size and shape, and natural resource features vary from site to site and that development regulations must take into account these variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district standards set forth for each of the various zoning districts of this Ordinance.

- B. **When Natural Resource Protection and Site Intensity and Capacity Calculations Are Required.** Natural resource protection is required for all development and the site intensity and capacity calculations set forth in this Division shall be made for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all nonresidential development, and as may be required elsewhere in this Ordinance except as excluded under the provisions of Section 15-3.0501C. of the Unified Development Ordinance.

- C. **Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required).** Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for the construction of single-family and two-family residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998. A Natural Resource Protection Plan shall not be required with an application for certified survey map approval where a single property zoned I-Institutional District is divided as a result of a public work of improvement for street extension purposes, with related public sanitary sewer and water work for which special assessment was made, into two or more parcels through the property fee acquisition by the City for the extension of the public street. The foregoing exclusions from Natural Resource Protection Plan submission requirements for certified survey map applications shall only be available upon the conditions that in lieu of the Plan submission requirement, the certified survey map application shall be accompanied by the “best available information” as to the existence of any natural resource features, such as existing topographical maps, wetland inventories, and other such inventories as may be available; and that a Natural Resource Protection Plan must be submitted upon any further development of any portion of the mapped property. A Natural Resource Protection Plan shall also not be required with an application for certified survey map approval where lots are being created from a larger surrounding parcel, with the larger in area in relation to the lots created remnant parcel being vacant, or already having being developed by the existence of a principal structure and not being the subject of current further development application, and with the only natural resources within the map area being upon the remnant parcel and being more than 500 feet away from the lots being created. The foregoing exclusion from Natural Resource Protection Plan submission requirement for certified survey map applications shall only be available upon the conditions that i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in §15-4.0102, located on

the parcels of the Certified Survey Map based upon the “best available” information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the “remnant” parcel; and iii) the following note shall be placed upon the face of such Certified Survey Map: “The Natural Resource Features identified herein are not based upon field surveys. In the event of further land division or development of a parcel herein with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel” For the purposes of this section, the Zoning Administrator shall not require that the “best available” information be a “first source” of information, as identified in §15-4.0102A., B., C., D., and G. Notwithstanding any other provision of this Ordinance, natural resource protection and any such related Natural Resource Protection Plan, shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for any accessory use structure or accessory use development or for an addition or modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use; determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee; however, if any resources identified by the Southeastern Wisconsin Regional Planning Commission in PR 176 or in PR 42, as may be amended from time to time, as Primary or Secondary Environmental Corridor and/or Isolated Natural Resources Area, are located on the site by the City Engineer or designee, but are outside of 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent such natural resource feature(s) adverse impacts, which shall be subject to approval by the Plan Commission and shall be installed as may be provided on site as detailed within the plan as a condition of application approval.

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA
FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	4.96 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0.00 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0.00 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; <i>or</i> In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- 0.00 acres
STEP 5:	Equals "Base Site Area"	= 4.96 acres

SECTION 15-3.0503

**CALCULATION OF THE AREA OF NATURAL
RESOURCES TO BE PROTECTED**

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District.		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X 0.00 =	0.00
20-30%	0.65	0.75	0.70	X 0.00 =	0.00
+ 30%	0.90	0.85	0.80	X 0.00 =	0.00
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X 0.00 =	0.00
Young	0.50	0.50	0.50	X 0.00 =	0.00
Lakes & Ponds	1	1	1	X 0.00 =	0.00
Streams	1	1	1	X 0.00 =	0.00
Shore Buffer	1	1	1	X 0.00 =	0.00
Floodplains	1	1	1	X 0.00 =	0.00
Wetland Buffers	1	1	1	X 0.29 =	0.29
Wetlands & Shoreland Wetlands	1	1	1	X 0.00 =	0.00
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					0.29

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

SECTION 15-3.0504 CALCULATION OF SITE INTENSITY AND CAPACITY FOR RESIDENTIAL USES

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR RESIDENTIAL DEVELOPMENT

<p>STEP 1:</p>	<p>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE Take</p> <p><i>Base Site Area</i> (from Step 5 in Table 15-3.0502): 4.96 Acres</p> <p>Multiply by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard): X 0.00</p> <p>Equals MINIMUM REQUIRED ON-SITE OPEN SPACE = 0.00 acres</p>	
<p>STEP 2:</p>	<p>CALCULATE NET BUILDABLE SITE AREA:</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): 4.96 Acres</p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater: - 0.29 Acres</p> <p>Equals NET BUILDABLE SITE AREA = 4.67 acres</p>	
<p>STEP 3:</p>	<p>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE: Take</p> <p><i>Net Buildable Site Area</i> (from Step 2 above): 4.67 Acres</p> <p>Multiply by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard): X 2.972</p> <p>Equals MAXIMUM NET DENSITY YIELD OF SITE = 13 D.U.s</p>	
<p>STEP 4:</p>	<p>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE: Take</p> <p><i>Base Site Area</i> (from Step 5 of Table 15-3.0502): 4.96 Acres</p> <p>Multiply by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard): X 2.972</p> <p>Equals MAXIMUM GROSS DENSITY YIELD OF SITE = 14 D.U.s</p>	
<p>STEP 5:</p>	<p>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</p> <p>Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above):</p>	<p>13 D.U.s</p>



Wetland & Waterway Consulting, LLC

Dave Meyer
S83 W23915 Artesian Avenue • Big Bend, WI 53103
262-719-4286 • Fax 262-364-2197
E-Mail • dave@wetlandwi.com

2-2-19

Mr. Dan Kanitz
Wyndham Homes
5665 S. 108th Street
Hales Corners, WI 53130

Dear Mr. Kanitz:

Wetland & Waterway Consulting (WWC) has conducted a wetland delineation on property located in Sec. 13, T5N, R21E, City of Franklin, Milwaukee County. The delineation was conducted on 9-28-18 at your request. This site is under consideration for future development; therefore, location of the presence or absence of wetlands prior to construction is necessary.

Investigator

Dave Meyer, lead delineator, is an independent environmental consultant providing wetland delineations, environmental permitting services, site assessments, and planning advice. He obtained a master's degree in Natural Resources Management from Southern Illinois University-Carbondale in 1977. Mr. Meyer has held technical and administrative positions in wetland and water resources specialties with the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers. He has satisfactorily completed the Reg IV Wetland Delineation training offered by the U.S. Army Corps of Engineers, the Advanced Wetland Delineation training conducted by the University of Wisconsin-LaCrosse in 2002 and 2007, the USACOE/WIDNR 1987 Wetland Delineation Manual Midwest Region Supplement Training in 2009, the USACOE/WIDNR 1987 Wetland Delineation Manual Northcentral/Northeast Region Supplement Training in 2010, the Basic Hydric Soil ID training conducted by the University of Wisconsin-LaCrosse in 2011, the Wetland Training Institute's Advanced Hydrology for Jurisdictional Determinations in 2016, and the SEWRPC Environmental Corridor Delineation Workshops in 2004 and 2015. Mr. Meyer is recognized by the Wisconsin Department of Natural Resources as an Assured Delineator.

Methods

The site visit was conducted according to the guidelines identified in the U.S. Army Corps of Engineers' 1987 manual and the Midwest Regional Supplement. The plot size used was a 30 foot radius circle for trees, shrub/saplings, and woody vines, and a 5 foot radius circle for herbaceous vegetation.

Six data points were located in the subject parcel. Data was collected on the vegetation, soils, and hydrology at each point. The field investigation followed the technical approach described in the USACOE 1987 Manual. Refer to the map attached to the end of this report for locations of these points.

Roadside ditches and other drainage ditches internal to the site were identified if they displayed hydric vegetation. Flags were placed in the middle of the ditches at their beginning and ending points for the surveyor to locate. If the ditch was very long or had unusual bends or turns in it, additional flags were placed within the central parts of the ditch to assist in its location.

Resources utilized in the investigation included the NRCS county soil survey, Wisconsin Wetland Inventory mapping, topo mapping, aerial photos, and county plat mapping. Significant literature consulted includes:

Curtis, John. 1971. *The Vegetation of Wisconsin*. University of Wisconsin Press, Madison, Wisconsin. 173 pp.

Eggers, Steve and Donald Reed. 2011. *Wetland Plants and Plant Communities of Minnesota and Wisconsin – 3rd Edition*. St. Paul District, U.S. Army Corps of Engineers, St. Paul, MN 478 pp.

Peterson, Roger and Margaret McKenny. 1968. *A Field Guide to Wildflowers of Northeastern and Northcentral North America*. Houghton Mifflin Company, Boston, Mass. 420 pp.

Swink, Floyd and Gerould Wilhelm. 1994. *Plants of the Chicago Region*. The Morton Arboretum, Lisle, Illinois. 921 pp.

Results and Discussion

* This approximately 4.96 acre site is situated on the south side of W. Forest Hill Avenue just west of South 27th Street. The site consists of a single family home and outbuilding, mowed and maintained lawn, and upland wooded areas. The site slopes from W. Forest Hill Avenue up to the south at an approximate 5% grade. The house and outbuilding occupy the highest elevation of the parcel where the slope flattens out into a level area. The site then continues downslope to the south at an approximate 10% grade. The northern portion of the property is occupied by the residence and mowed lawn. The southern portion of the site is occupied by a stand of upland hardwood trees and shrubs.

* This site has not been previously delineated.

* The soil types mapped within the project boundaries are Blount silt loam (BIA) and Ozaukee silt loam (OzaB, OzaB2, OzaC2).

* The roadside ditch on the south side of W Forest Hill Avenue, for the entire distance of the parcel, supports hydric vegetation and is dominated by Kentucky bluegrass, riverbank grape, red osier dogwood, calico aster, wood sedge, box elder, and American elm. It is an average of 24 inches wide and did not have any water in it at the time of the delineation. The side slopes are dominated by tall fescue, English plantain, Kentucky bluegrass, Queen Anne's lace, and dandelion.

* The Wisconsin Wetland Inventory map does not show any wetland on the property.

* The vegetative, soil, and hydrology characteristics at each data point are described on the individual data sheets. Collectively, data point #'s 1 and 2 in the mowed lawn are dominated by tall fescue and Kentucky bluegrass in the herbaceous stratum and apple and pear trees in the tree stratum. Neither soil nor the required hydrology indicators are present. Data point #'s 3, 4, 5, and 6 are located in the wooded area on the south end of the site. Dominant vegetation in the tree stratum is box elder, American elm, common buckthorn, black walnut, and white ash; staghorn sumac, gray dogwood, cockspur hawthorn, prickly ash, and common buckthorn in the sapling/shrub stratum; and Canada goldenrod, daisy fleabane, Kentucky bluegrass, giant goldenrod, white avens, and redtop grass in the herbaceous stratum. Neither soil nor the required hydrology indicators are present at any of these data points.

No wetlands were discovered as a result of the delineation conducted on this parcel with the exception of the roadside ditch.

Precipitation Data

Precipitation data from the websites of the USDA Natural Resource Conservation Service, the National Oceanic and Atmospheric Administration (NOAA), and Racine WETS station WI6922 was examined. This antecedent data was reviewed and considered while making determinations concerning the presence and/or absence of wetlands during the field investigation.

Because the antecedent precipitation was normal, direct observation of saturated soils, and even the possibility of standing water, was potentially anticipated, although not expected. Other primary indicators as well as the secondary indicators were also searched for.

Note that when a site is delineated in the second half of the month, the current month and the previous 2 months are taken into consideration.

Condition Value Dry = 1 Normal = 2 Wet = 3

	Month	Normal	3 yrs. In 10 less than	3 yrs. In 10 more than	Observed precip.	Condition dry, wet, normal	Condition value	Month weight value	Product of previous two columns
current month	September	3.70	1.75	4.52	4.51	normal	2	3	6
1st prior month	August	4.08	2.76	4.88	5.46	wet	3	2	6
2nd prior month	July	3.57	2.58	4.22	2.40	dry	1	1	1
								sum	13
		If sum is							
		6 - 9	drier than normal						
		10 - 14	normal						
		15 - 18	wetter than normal						

Conclusion

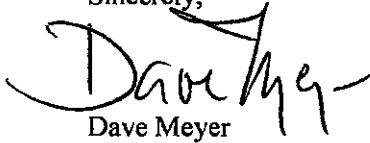
Antecedent precipitation was normal.

Conclusion

No wetlands are present on this site with the exception of the roadside ditch described above. Because this delineation was conducted by Mr. Meyer, an Assured Delineator, obtaining a concurrence letter from the Wisconsin Department of Natural Resources is not necessary. Concurrence with the finding of no wetlands on this parcel by the U.S. Army Corps of Engineers, however, must be obtained before

undertaking any alterations or modifications of this property. Activities affecting wetlands or surface waters may require permits from the U.S. Army Corps of Engineers, the Wisconsin Department of Natural Resources, and local municipal authorities. The client must obtain authorization from all proper regulatory authorities before altering, modifying, or using the property. If the required authorizations are not obtained, Wetland & Waterway Consulting, LLC shall not be liable or responsible for any resulting damages.

Sincerely,

A handwritten signature in black ink that reads "Dave Meyer". The signature is written in a cursive style with a long horizontal stroke at the end.

Dave Meyer

Attachments

1. Data points
2. Soil Survey and Wisconsin Wetland Inventory map
3. USGS topo map
4. Location map
5. Site photographs
6. Data point location map

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: W. Forest Hill Ave. City/County: Franklin Sampling Date: 9-28-19
 Applicant/Owner: _____ State: WI Sampling Point: #161
 Investigator(s): Meyer Section, Township, Range: Sec. 13 T 54 N R 21 E
 Landform (hilllope, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): ~3 Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: Ozaukee silt loam O2aB NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes No _____ (if no, explain in Remarks.)
 Are Vegetation Y, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes _____ No
 Are Vegetation N, Soil N, or Hydrology N naturally problematic? (if needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>		
Remarks: <u>DP located in mowed lawn</u>		

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____				Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A)
2. _____				Total Number of Dominant Species Across All Strata: <u>1</u> (B)
3. _____				Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B)
4. _____				
5. _____				
_____ = Total Cover				
Shrub/Strawb Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Prevalence Index worksheet:
1. _____				Total % Cover of: _____ Multiply by: _____
2. _____				OBL species _____ x 1 = _____
3. _____				FACW species _____ x 2 = _____
4. _____				FAC species _____ x 3 = _____
5. _____				FACU species _____ x 4 = _____
6. _____				UPL species _____ x 5 = _____
_____ = Total Cover				Column Totals: _____ (A) _____ (B)
				Prevalence Index = B/A = _____
Herb Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Indicators:
1. <u>Festuca arundinacea</u>	<u>25</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	<input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation
2. <u>Trifolium pratense</u>	<u>15</u>		<u>FACW</u>	<input type="checkbox"/> 2 - Dominance Test is >50%
3. <u>Poa pratensis</u>	<u>20</u>		<u>FAC</u>	<input type="checkbox"/> 3 - Prevalence Index is >3.0 ¹
4. _____				<input type="checkbox"/> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)
5. _____				<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				
<u>110</u> = Total Cover				¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
Woody Vine Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>
1. _____				
2. _____				
_____ = Total Cover				
Remarks: (Include photo numbers here or on a separate sheet.)				

SOIL

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-17	10YR 3/2	100					silt/loam	
17-24	10YR 3/1	98	10YR 4/4	2	C	1h	silt/loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- Histic (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)

- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

- Coast Prairie Redox (A16)
- Dark Surface (S7)
- Iron-Manganese Masses (F12)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D8)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No Depth (inches): _____
 Water Table Present? Yes _____ No Depth (inches): _____
 Saturation Present? Yes _____ No Depth (inches): _____
 (includes capillary fringe)

Wetland Hydrology Present? Yes _____ No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: W. Forest Hill Ave. City/County: Franklin Sampling Date: 9-28-19
 Applicant/Owner: _____ State: WI Sampling Point: #26P
 Investigator(s): Meyer Section, Township, Range: Sec. 13 T. 541 R. 21 E
 Landform (hilllope, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): 5 Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: Blount silt loam BTA NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No _____ (If no, explain in Remarks.)
 Are Vegetation Y, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes _____ No
 Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes _____ No <input checked="" type="checkbox"/>	
Wetland Hydrology Present?	Yes _____ No <input checked="" type="checkbox"/>	
Remarks: <u>DP located in mowed lawn</u>		

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____				Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A)
2. <u>Malus pumila</u>	<u>15</u>	<input checked="" type="checkbox"/>	<u>UPL</u>	Total Number of Dominant Species Across All Strata: <u>4</u> (B)
3. _____				Percent of Dominant Species That Are OBL, FACW, or FAC: <u>25</u> (A/B)
4. <u>Pyrus communis</u>	<u>15</u>	<input checked="" type="checkbox"/>	<u>UPL</u>	
5. _____				
	<u>30</u>	= Total Cover		
Sapling/Shrub Stratum (Plot size: _____)				Prevalence Index worksheet:
1. _____				Total % Cover of: _____ Multiply by: _____
2. _____				OBL species _____ x 1 = _____
3. _____				FACW species _____ x 2 = _____
4. _____				FAC species _____ x 3 = _____
5. _____				FACU species _____ x 4 = _____
				UPL species _____ x 5 = _____
				Column Totals: _____ (A) _____ (B)
				Prevalence Index = B/A = _____
Herb Stratum (Plot size: _____)				Hydrophytic Vegetation Indicators:
1. _____				<input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation
2. <u>Glechoma hederacea</u>	<u>70</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	<input type="checkbox"/> 2 - Dominance Test is >50%
3. _____				<input type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹
4. <u>Poa pratensis</u>	<u>20</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	<input type="checkbox"/> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)
5. _____				<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)
6. <u>Trifolium pratense</u>	<u>5</u>	<input checked="" type="checkbox"/>	<u>FACU</u>	
7. _____				
8. <u>Taraxacum officinale</u>	<u>5</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	
9. _____				
10. _____				
	<u>100</u>	= Total Cover		
Woody Vine Stratum (Plot size: _____)				¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. _____				Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>
2. _____				

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-24	10YR 3/3	100					Silt/loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: <input type="checkbox"/> Histosol (A1) <input type="checkbox"/> Histc Epipedon (A2) <input type="checkbox"/> Black Histc (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	Indicators for Problematic Hydric Soils³: <input type="checkbox"/> Coast Prairie Redox (A16) <input type="checkbox"/> Dark Surface (S7) <input type="checkbox"/> Iron-Manganese Masses (F12) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (Explain in Remarks)
---	--	---

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):
 Type: _____
 Depth (Inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D8)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations:

Surface Water Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (Inches): _____	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Water Table Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (Inches): _____	
Saturation Present? (includes capillary fringe) Yes _____ No <input checked="" type="checkbox"/>	Depth (Inches): _____	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: W. Forest Hill Ave. City/County: Franklin Sampling Date: 9-28-19
 Applicant/Owner: _____ State: WI Sampling Point: #3UP
 Investigator(s): Meyer Section, Township, Range: Sec. 13 T. 54 N. R. 21 E
 Landform (hilllope, terrace, etc.): hill slope Local relief (concave, convex, none): convex
 Slope (%): ~10 Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: Dzalkice silt/loam Ozac2 NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes Yes No _____ (If no, explain in Remarks.)
 Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes Yes No _____
 Are Vegetation N, Soil N, or Hydrology N naturally problematic? (if needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <u>Yes</u> Hydric Soil Present? Yes _____ No <u>Yes</u> Wetland Hydrology Present? Yes _____ No <u>Yes</u>	Is the Sampled Area within a Wetland? Yes _____ No <u>Yes</u>
Remarks: _____	

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. <u>Acer negundo</u>	<u>5</u>	<u>Yes</u>	<u>FAC</u>	Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50</u> (A/B)
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
<u>5</u> = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: OBL species _____ x 1 = _____ FACW species <u>45</u> x 2 = <u>90</u> FAC species <u>65</u> x 3 = <u>195</u> FACU species <u>90</u> x 4 = <u>360</u> UPL species <u>5</u> x 5 = <u>25</u> Column Totals: <u>205</u> (A) <u>670</u> (B) Prevalence Index = B/A = <u>3.27</u>
Sapling/Shrub Stratum (Plot size: _____)				
1. <u>Cornus racemosa</u>	<u>20</u>	<u>Yes</u>	<u>FAC</u>	
2. <u>Rhus typhina</u>	<u>5</u>	<u>Yes</u>	<u>UPL</u>	
3. _____				
4. _____				
5. _____				
6. _____				
<u>25</u> = Total Cover				
Herb Stratum (Plot size: _____)				
1. <u>Solidago canadensis</u>	<u>40</u>	<u>Yes</u>	<u>FACU</u>	
2. <u>Fraxinus virginiana</u>	<u>15</u>	<u>Yes</u>	<u>FACW</u>	
3. <u>Erigeron annuus</u>	<u>35</u>	<u>Yes</u>	<u>FACW</u>	
4. _____				
5. _____				
6. _____				
7. <u>Ranunculus acris</u>	<u>15</u>	<u>Yes</u>	<u>FACW</u>	
8. <u>Synphytochthon novae-angliae</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>	
9. <u>Podagraria</u>	<u>40</u>	<u>Yes</u>	<u>FAC</u>	
10. <u>Solidago gigantea</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>	
<u>175</u> = Total Cover				
Woody Vine Stratum (Plot size: _____)				
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				
_____ = Total Cover				
Hydrophytic Vegetation Present? Yes _____ No <u>Yes</u>				
Remarks: (Include photo numbers here or on a separate sheet.) _____				

SOIL

Sampling Point: 3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-9	10YR 3/2	100					silt loam	
9-24	10YR 3/4	100					clay	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

<input type="checkbox"/> Histic (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Dark Surface (S7)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)		

Indicators for Problematic Hydric Soils³:

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C6)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D8)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations:

Surface Water Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Water Table Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	
Saturation Present? (includes capillary fringe) Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM -- Midwest Region

Project/Site: W. Forest Hill Ave. City/County: Franklin Sampling Date: 9-28-19
 Applicant/Owner: _____ State: WI Sampling Point: #46P
 Investigator(s): Meyer Section, Township, Range: Sec. 13 T 54 R 21 E
 Landform (hilllope, terrace, etc.): hill slope Local relief (concave, convex, none): convex
 Slope (%): 5 Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: Ozaukee silt loam OeaB2 NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes No _____ (if no, explain in Remarks.)
 Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes No _____
 Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input checked="" type="checkbox"/> No _____	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes _____ No <input checked="" type="checkbox"/>	
Wetland Hydrology Present?	Yes _____ No <input checked="" type="checkbox"/>	
Remarks:		

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____				Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A)
2. <u>Ulmus americana</u>	<u>10</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	
3. _____				Total Number of Dominant Species Across All Strata: <u>6</u> (B)
4. <u>Phytolacca coccinea</u>	<u>5</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
5. _____				Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100</u> (AB)
	<u>15</u>		<u>= Total Cover</u>	
Shrub/Straw Stratum (Plot size: _____)				Prevalence Index worksheet:
1. <u>Ulmus americana</u>	<u>5</u>		<u>FACW</u>	
2. <u>Cornus rugosa</u>	<u>25</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
3. <u>Fraxinus pennsylvanica</u>	<u>5</u>		<u>FACW</u>	
4. <u>Cornus racemosa</u>	<u>45</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
5. <u>Lonicera t. bella</u>	<u>5</u>		<u>FACW</u>	
	<u>65</u>		<u>= Total Cover</u>	
Herb Stratum (Plot size: _____)				Hydrophytic Vegetation Indicators:
1. <u>Solidago canadensis</u>	<u>15</u>		<u>FACW</u>	
2. <u>Solidago rigida</u>	<u>30</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	1 - Rapid Test for Hydrophytic Vegetation 2 - Dominance Test is >80% 3 - Prevalence Index is >3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
3. <u>Carex blanda</u>	<u>10</u>		<u>FAC</u>	
4. _____				
5. <u>Poa pratensis</u>	<u>45</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
6. <u>Plantago major</u>	<u>10</u>		<u>FAC</u>	
7. _____				
8. _____				
9. _____				
10. _____				
	<u>110</u>		<u>= Total Cover</u>	
Woody Vine Stratum (Plot size: _____)				Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____
1. _____				
2. _____				
			<u>= Total Cover</u>	
Remarks: (Include photo numbers here or on a separate sheet.)				

SOIL

Sampling Point: 4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-7	10YR 3/2	100					silt loam	
7-16	10YR 3/3	98	10YR 4/6	2	C	M	silt loam	
16-24	10YR 4/4	98	10YR 4/6	2	C	M	clay loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pure Lining, M=Matrix.

Hydric Soil Indicators:

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Dark Surface (S7)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)		

Indicators for Problematic Hydric Soils³:

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Date (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations:

Surface Water Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Water Table Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	
Saturation Present? (includes capillary fringe) Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: W. Forest Hill Ave. City/County: Franklin Sampling Date: 9-28-19
 Applicant/Owner: _____ State: WI Sampling Point: #547
 Investigator(s): Meyer Section, Township, Range: Sec. 15 T 541 R 21 E
 Landform (hilllope, terrace, etc.): hilllope Local relief (concave, convex, none): convex
 Slope (%): 5 Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: Ozaukee silt loam Oz 152 NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes No _____ (If no, explain in Remarks.)
 Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes No _____
 Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Remarks:			

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. <u>Ulmus americana</u>	<u>30</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>5</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>40</u> (AB)
2. <u>Fraxinus americana</u>	<u>15</u>		<u>FACU</u>	
3. <u>Malus pumila</u>	<u>10</u>		<u>UPL</u>	
4. <u>Juglans nigra</u>	<u>25</u>	<input checked="" type="checkbox"/>	<u>FACU</u>	
5. <u>Rhamnus catherica</u>	<u>5</u>		<u>FAC</u>	
<u>85</u> = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
Sapling/Shrub Stratum (Plot size: _____)				
1. <u>Cornus alternifolia</u>	<u>10</u>		<u>FACU</u>	
2. <u>Ulmus americana</u>	<u>10</u>		<u>FACW</u>	
3. <u>Rhamnus catherica</u>	<u>5</u>		<u>FAC</u>	
4. <u>Xanthoxylum americanum</u>	<u>25</u>	<input checked="" type="checkbox"/>	<u>UPL</u>	
5. <u>Rubus occidentalis</u>	<u>25</u>		<u>UPL</u>	
6. <u>Cornus racemosa</u>	<u>35</u>		<u>FAC</u>	
<u>105</u> = Total Cover				
Herb Stratum (Plot size: _____)				
1. <u>Carex blanda</u>	<u>5</u>		<u>FAC</u>	
2. _____				
3. _____				
4. <u>Symphotrichum novae-angliae</u>	<u>2</u>		<u>FACW</u>	
5. _____				
6. <u>Solidago canadensis</u>	<u>60</u>	<input checked="" type="checkbox"/>	<u>FACU</u>	
7. _____				
8. <u>Symphotrichum lateriflorum</u>	<u>5</u>		<u>FACW</u>	
9. _____				
10. <u>Symphotrichum sagittifolium</u>	<u>10</u>		<u>UPL</u>	
<u>82</u> = Total Cover				
Woody Vine Stratum (Plot size: _____)				
1. _____				
2. _____				
_____ = Total Cover				
Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>				
Remarks: (Include photo numbers here or on a separate sheet.)				

SOIL

Sampling Point: 5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-8	10YR 2/2	100					silt/loam	
8-16	10YR 3/3	98	10YR 4/6	2	C	M	silt/loam	
16-24	2.5Y 4/3	95	10YR 4/6	5	C	M	silt/loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Dark Surface (S7)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> 6 cm Mucky Peat or Peat (S3)		

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D8)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:

Surface Water Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Water Table Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	
Saturation Present? (includes capillary fringe) Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: W. Forest Hill Ave. City/County: Franklin Sampling Date: 9-28-19
 Applicant/Owner: _____ State: WI Sampling Point: #64P
 Investigator(s): Meyer Section, Township, Range: Sec. 13 T 51 R 2 E
 Landform (hilllope, terrace, etc.): hill slope Local relief (concave, convex, none): convex
 Slope (%): 3 Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: Dzaukpe silt loam DzAB2 NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes No _____ (If no, explain in Remarks.)
 Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes No _____
 Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____	Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>		
Remarks:		

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. <u>Fraxinus americana</u>	<u>25</u>	<input checked="" type="checkbox"/>	<u>T-ALL</u>	Number of Dominant Species That Are OBL, FACW, or FAC: <u>4</u> (A)
2. _____				Total Number of Dominant Species Across All Strata: <u>6</u> (B)
3. <u>Juglans nigra</u>	<u>30</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>67</u> (A/B)
4. _____				
5. <u>Ulmus americana</u>	<u>10</u>		<u>FACW</u>	
	<u>65</u>	= Total Cover		
Shrub/Straw Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Prevalence Index worksheet:
1. <u>Crataegus crus-galli</u>	<u>10</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	Total % Cover of: _____ Multiply by: _____
2. <u>Rhamnus cathartica</u>	<u>25</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	OBL species _____ x 1 = _____
3. <u>Ulmus americana</u>	<u>5</u>		<u>FACW</u>	FACW species _____ x 2 = _____
4. _____				FAC species _____ x 3 = _____
5. _____				FACU species _____ x 4 = _____
	<u>40</u>	= Total Cover		UPL species _____ x 5 = _____
				Column Totals: _____ (A) _____ (B)
				Prevalence Index = B/A = _____
Herb Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Indicators:
1. <u>Fraxinus virginiana</u>	<u>10</u>		<u>FACW</u>	___ 1 - Rapid Test for Hydrophytic Vegetation
2. <u>Rhamnus cathartica</u>	<u>15</u>		<u>FAC</u>	<input checked="" type="checkbox"/> 2 - Dominance Test is >50%
3. _____				___ 3 - Prevalence Index is $\geq 3.0^1$
4. <u>Solidago gigantea</u>	<u>5</u>		<u>FACW</u>	___ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)
5. _____				___ Problematic Hydrophytic Vegetation ¹ (Explain)
6. <u>Geum canadense</u>	<u>50</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
7. _____				
8. <u>Agrostis gigantea</u>	<u>30</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	
9. _____				
10. _____	<u>110</u>	= Total Cover		
Woody Vine Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Present?
1. _____				Yes <input checked="" type="checkbox"/> No _____
2. _____				

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 6

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	10-12	3/2	100				silt/om	
15-24	10-12	3/4	100				clay/om	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

<input type="checkbox"/> Histic (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Dark Surface (S7)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)		

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C6)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C8)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations:

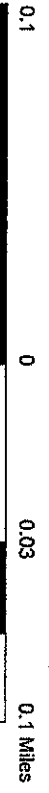
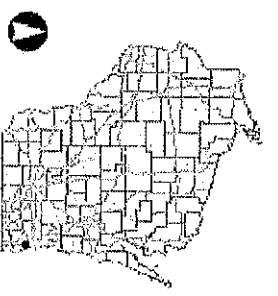
Surface Water Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Water Table Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	
Saturation Present? (includes capillary fringe) Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:



Surface Water Data Viewer Map



MAD_1983_HARN_Wisconsin_TM
1: 1,980

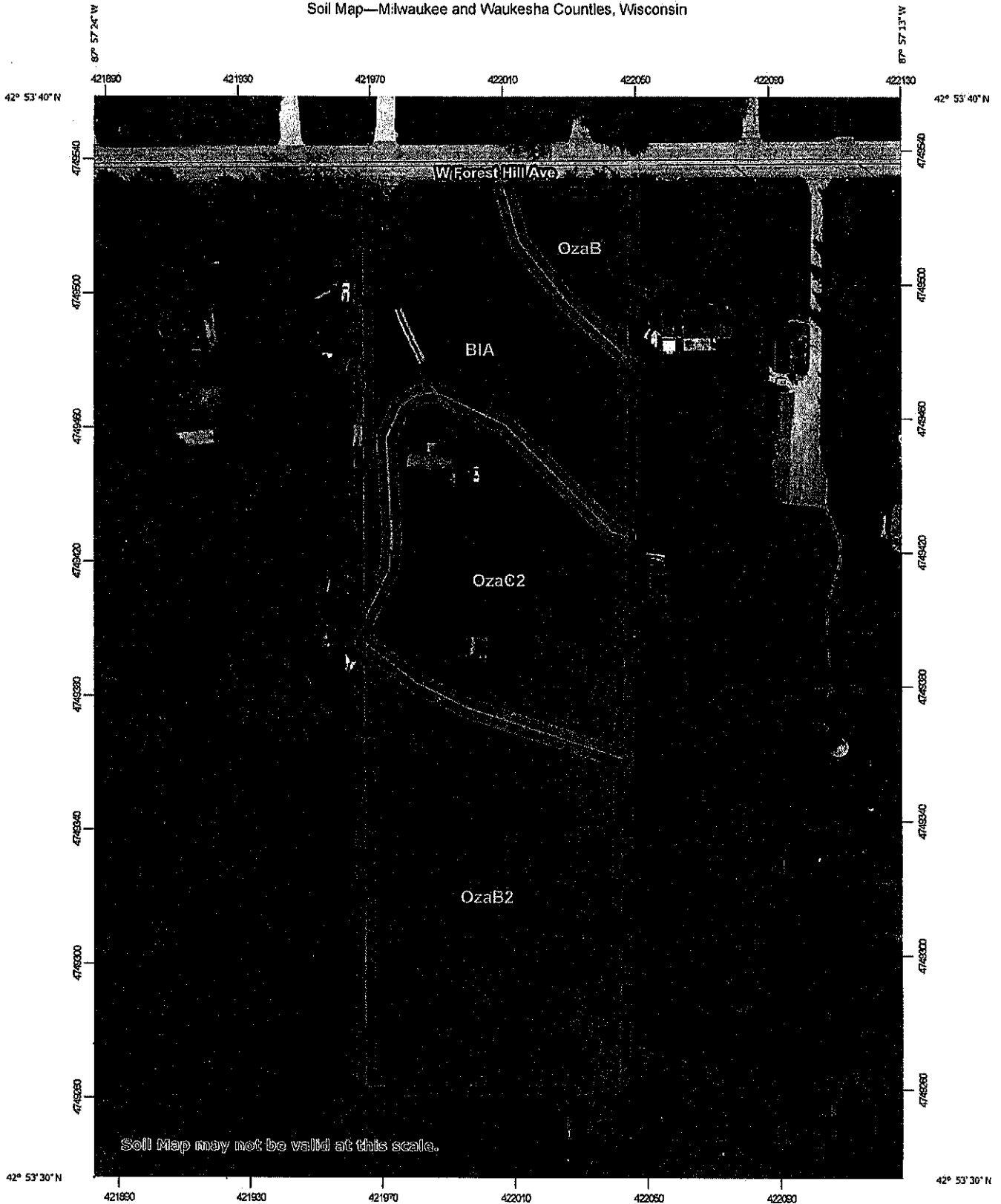
DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wis.gov/legal>

Legend

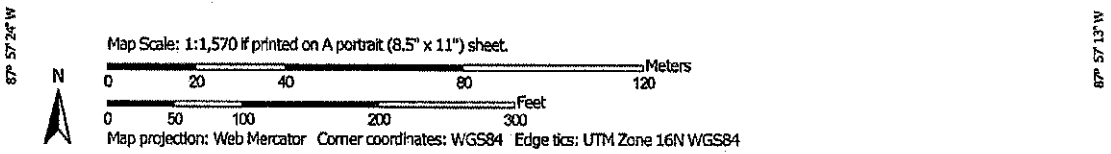
- ◆ Wetland Identifications and Confirmations
- Wetland Class Points
 - ◆ Dammed pond
 - ◆ Excavated pond
 - ◆ Filled excavated pond
 - ◆ Filled/draind wetland
 - ◆ Wetland too small to delineate
- /// Filled Points
- Wetland Class Areas
 - Wetland
 - Upland
- Filled Areas
- Wetland Class Points
 - ◆ Dammed pond
 - ◆ Excavated pond
 - ◆ Filled excavated pond
 - ◆ Filled/draind wetland
 - ◆ Wetland too small to delineate
- /// Filled Points
- Wetland Class Areas
 - Wetland
 - Upland
- Filled Areas
- NRCS Wisconsin Soils
 - Soil Mapping Unit
 - Water
- Rivers and Streams
- Intermittent Streams
- Lakes and Open water
- Index to EN_Image_Basemap_Leaf Off

Notes

Soil Map—Milwaukee and Waukesha Counties, Wisconsin



Soil Map may not be valid at this scale.



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BIA	Blount silt loam, 1 to 3 percent slopes	1.3	25.4%
OzaB	Ozaukee silt loam, 2 to 6 percent slopes	0.3	5.7%
OzaB2	Ozaukee silt loam, 2 to 6 percent slopes, eroded	2.1	40.9%
OzaC2	Ozaukee silt loam, 6 to 12 percent slopes, eroded	1.5	28.0%
Totals for Area of Interest		5.2	100.0%

Report—Hydric Soil List - All Components

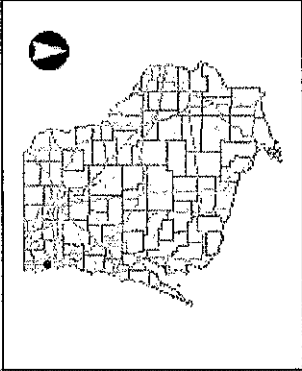
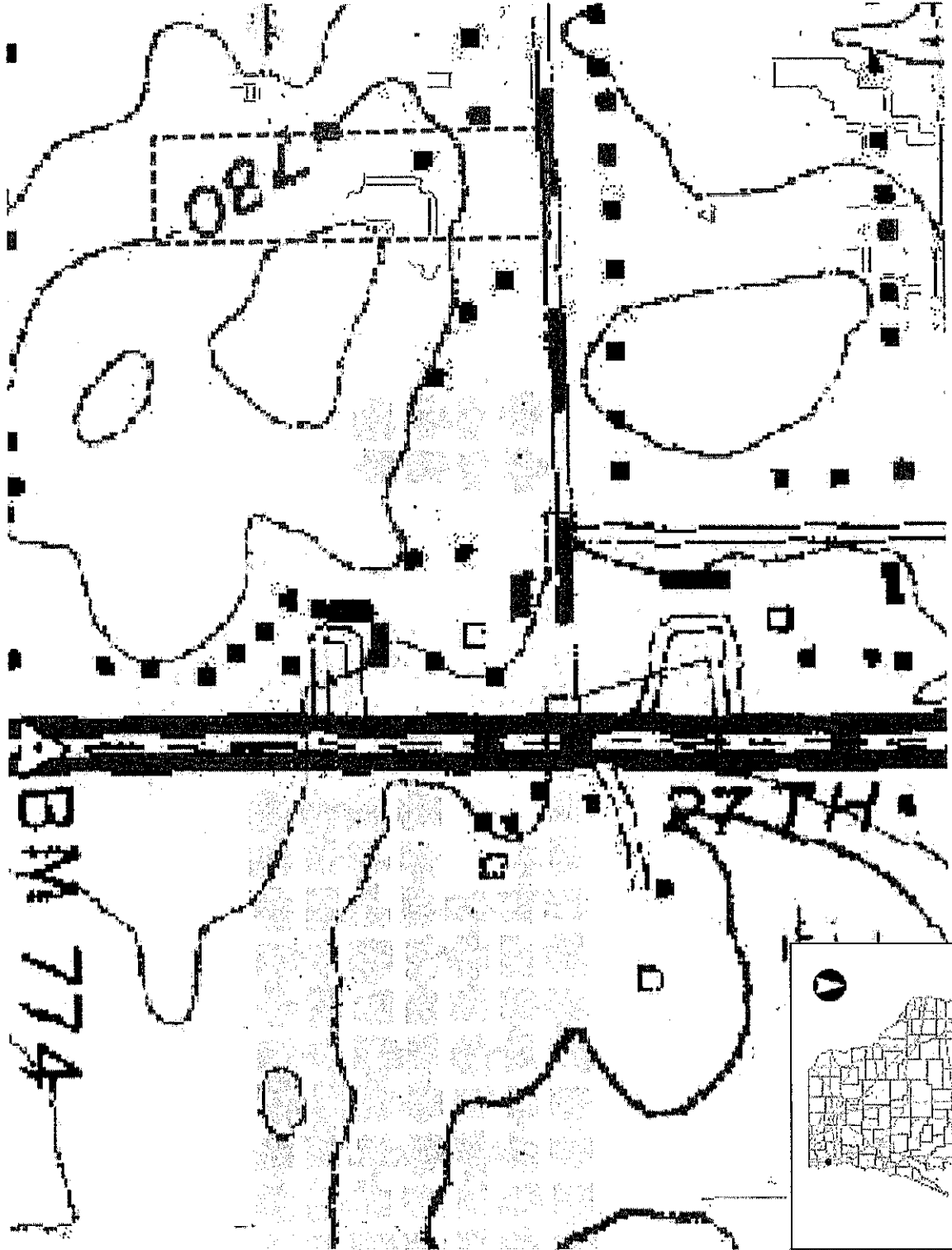
Hydric Soil List - All Components--Wf602-Milwaukee and Waukesha Counties, Wisconsin					
Map symbol and map unit name	Component/Local Phase	Comp. pct.	Landform	Hydric status	Hydric criteria met (code)
B1A: Blount silt loam, 1 to 3 percent slopes	Blount	90	Moraines	No	—
	Ashkum soils		Depressions	Yes	2,3
OzaB: Ozaukee silt loam, 2 to 6 percent slopes	Ozaukee	88-100	Ground moraines,end moraines	No	—
	Pewamo-Drained	0-7	Depressions on ground moraines, drainage ways on ground moraines	Yes	2
	Ashkum-Drained	0-7	End moraines,ground moraines	Yes	2
	Urban land	0-5	Ground moraines	No	—
OzaB2: Ozaukee silt loam, 2 to 6 percent slopes, eroded	Ozaukee-Eroded	88-100	Ground moraines,end moraines	No	—
	Ashkum-Drained	0-7	End moraines,ground moraines	Yes	2
	Pewamo-Drained	0-7	Drainageways on ground moraines,depressions on ground moraines	Yes	2
	Urban land	0-5	Ground moraines	No	—
OzaC2: Ozaukee silt loam, 6 to 12 percent slopes, eroded	Ozaukee-Eroded	88-100	End moraines,ground moraines	No	—
	Blount-Lake Michigan lobe	0-7	Ground moraines,end moraines	No	—
	Urban land	0-5	Ground moraines	No	—
	Ozaukee-Severely eroded	0-5	Ground moraines,end moraines	No	—

Data Source Information

Soil Survey Area: Milwaukee and Waukesha Counties, Wisconsin
 Survey Area Data: Version 14, Sep 12, 2018



Surface Water Data Viewer Map



NAD_1983_HARN_Wisconsin_TM

1 : 3,960

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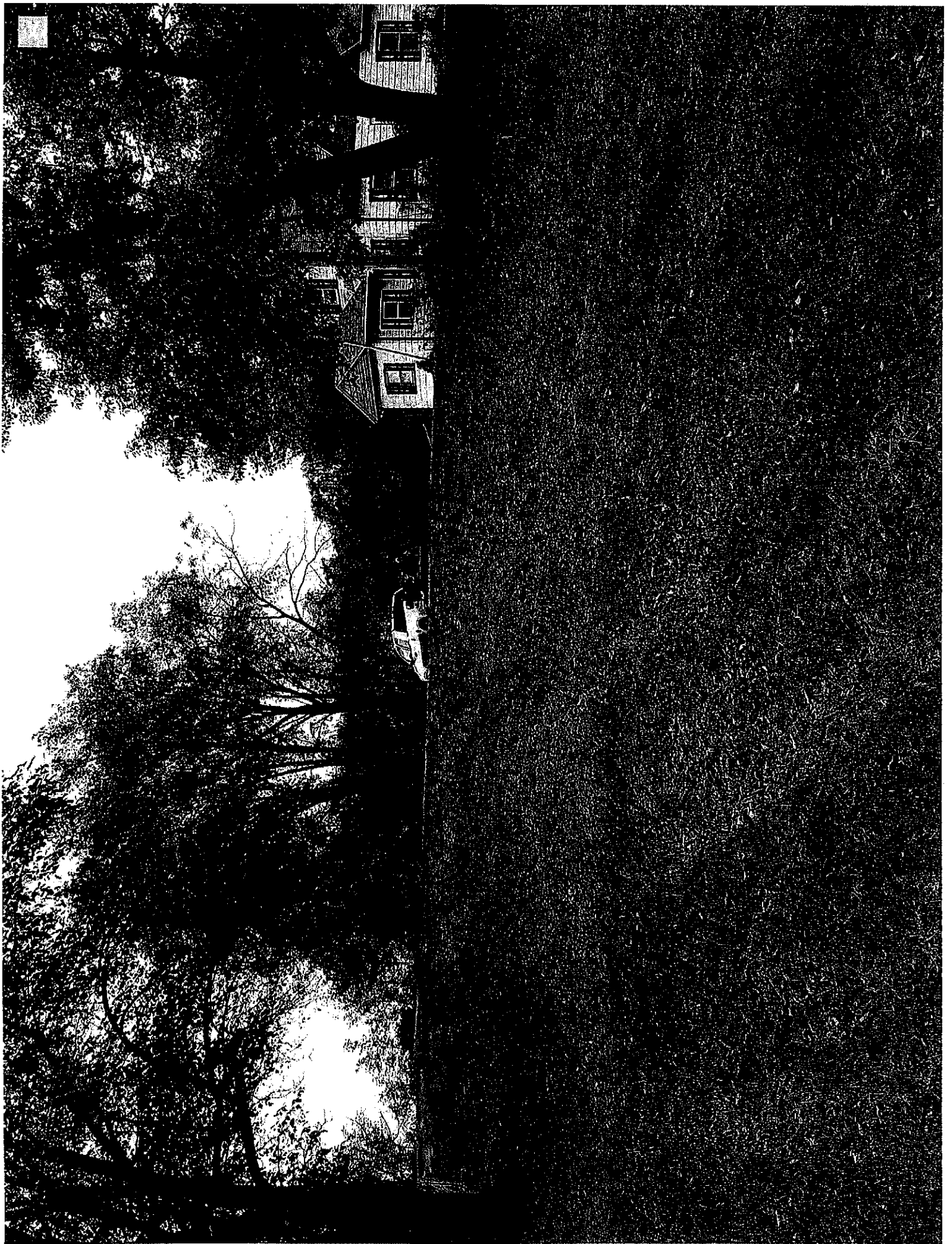
- Legend**
- Rivers and Streams
 - Intermittent Streams
 - Lakes and Open water
 - 24K USGS Quad Index - Level 7 - 16
 - Index to EN_Image_Basemap_Leaf Off

Notes

PHOTOGRAPHS

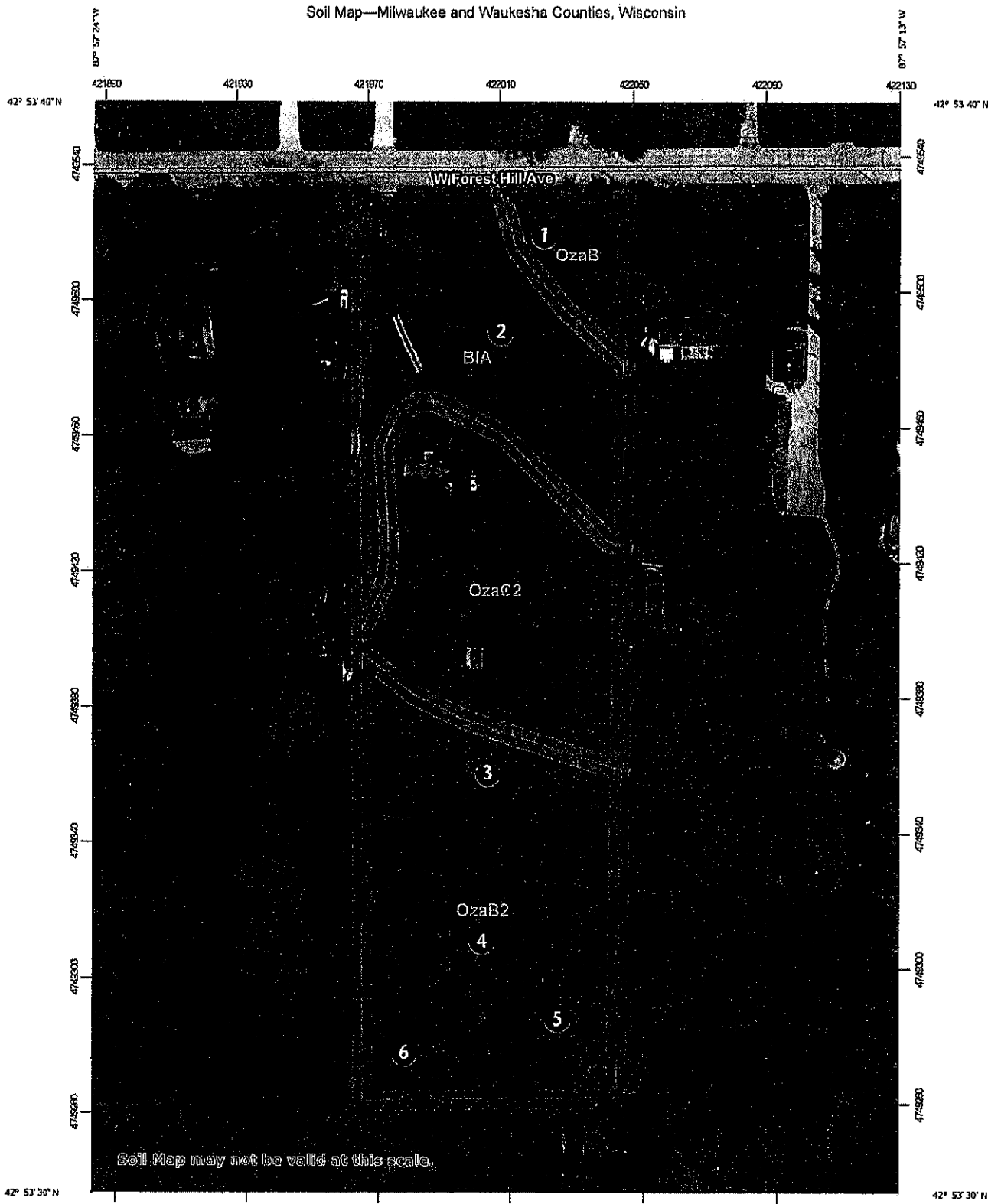
Photo A.....Standing in vicinity of DP #2 viewing south (upslope) toward house.

Photo B.....Typical view of site conditions at DP #'s 3, 4, 5, and 6.

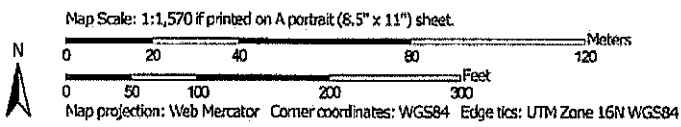




Soil Map—Milwaukee and Waukesha Counties, Wisconsin



Soil Map may not be valid at this scale.



<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 06/18/19</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR THE INSTALLATION OF A 125 FOOT TELECOMMUNICATIONS TOWER MONOPOLE AT ANDY'S GAS STATION PROPERTY LOCATED AT 5120 WEST RYAN ROAD BEARING TAX KEY NO. 882-9999-002 (UNITED STATES CELLULAR OPERATING COMPANY LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center; font-size: 1.5em;">A. 13.</p>

At its June 6, 2019 meeting, following a properly noticed public hearing, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a Special Use to allow for the installation of a 125 foot telecommunications tower monopole at Andy's Gas Station property located at 5120 West Ryan Road bearing tax key no. 882-9999-002 (United States Cellular Operating Company LLC, Applicant).

In particular, the Plan Commission approved a motion to recommend approval of the special use "...subject to revision of condition number 12 to add "and the currently disturbed areas outside the fenced in areas shall be returned to turf", and technical corrections by staff pertaining to standard special use provisions regarding adverse impacts and the state preemptions set forth in State Statutes 66.0404."

Those revisions have been incorporated into the attached draft resolution.

It is important to note that five persons spoke at the public hearing opposed to the project. However, as noted in the attached Staff Report to the Plan Commission, Wisconsin State Statute 66.0404 places strict limits on how a political subdivision may regulate cell phone towers.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2014-_____, a resolution imposing conditions and restrictions for the approval of a Special Use to allow for the installation of a 125 foot telecommunications tower monopole at Andy's Gas Station property located at 5120 West Ryan Road bearing tax key no. 882-9999-002 (United States Cellular Operating Company LLC, Applicant).

RESOLUTION NO. 2019-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR THE
INSTALLATION OF A 125 FOOT TELECOMMUNICATIONS TOWER
MONOPOLE AT ANDY'S GAS STATION PROPERTY LOCATED AT 5120
WEST RYAN ROAD, BEARING TAX KEY NO. 882-9999-002
(UNITED STATES CELLULAR OPERATING COMPANY LLC, APPLICANT)

WHEREAS, United States Cellular Operating Company LLC having petitioned the City of Franklin for the approval of a Special Use under in part, §15-3.0805 WIRELESS TELECOMMUNICATIONS TOWERS AND ANTENNAS, subs. G. Special Uses, and §15-3.0701 GENERAL STANDARDS FOR SPECIAL USES, of the City of Franklin Unified Development Ordinance, to allow for the installation of a 125 foot telecommunications tower monopole at Andy's gas station. The lease area (approximately 3,600 square feet (which includes a 2,304 square foot fenced compound), located in the northwest corner of the property) will consist of a gravel surface and will include a chain-link fence, the tower and ground equipment, and a 30 foot wide United States Cellular Access and Utility Easement is also proposed leading from S. 51st St., westerly across the existing parking lot area to the lease area located at 5120 West Ryan Road, property zoned B-3 Community Business District, more particularly described as follows:

UNITED STATES CELLULAR OPERATING COMPANY LLC LEASE

PARCEL:

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 3,600 square feet (0.083 acres) of land and being described by: Commencing at the South Quarter Corner of said Section 23; thence N00°-24'-05"W 475.00 feet along the east line of the SW1/4 of said Section 23; thence S88°-22'-14"W 381.43 feet; thence S01°-37'-46"E 20.71 feet to the point of beginning; thence S01°-03'-48"E 50.00 feet; thence S88°-56'-12"W 72.00 feet; thence N00°-23'-52"W 50.00 feet; thence N88°-56'-12"E 72.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE INGRESS/EGRESS & UTILITY EASEMENT:

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 16,208 square feet (0.372 acres) of land and being Fifteen (15) feet each side of and parallel with the following described line: Commencing at the South Quarter Corner of said Section 23; thence N00°-24'-05"W 455.85 feet along the east

UNITED STATES CELLULAR OPERATING COMPANY LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 2

line of the SW1/4 of said Section 23; thence S88°-22'-14"W 33.04 feet to a point on the west line of S. 51st Street; thence continue S88°-22'-14"W 424.95 feet; thence S00°-23'-52"E 70.00 feet to the point of beginning; thence N88°-56'-12"E 18.31 feet to a point herein after referred to as "Point A"; thence continue N88°-56'-12"E 36.69 feet to the point of termination. Also, beginning at said Point "A"; thence S43°-27'-54"E 50.77 feet; thence S89°-56'-09"E 101.72 feet; thence N00°-03'-51"E 56.98 feet; thence S89°-56'-09"E 240.48 feet; thence S54°-08'-19"E 35.32 feet to a point on the West Right of Way line of S. 51st Street and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the West Right of Way line of S. 51st Street.

10' WIDE UTILITY EASEMENT:

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 8,045 square feet (0.185 acres) of land and being Five (5) feet each side of and parallel with the following described line: Commencing at the South Quarter Corner of said Section 23; thence N00°-24'-05"W 455.85 feet along the east line of the SW1/4 of said Section 23; thence S88°-22'-14"W 33.04 feet to a point on the West Right of Way line of S. 51st Street and the point of beginning; thence continue S88°-22'-14"W 251.78 feet to a point herein after referred to as "Point B"; thence S01°-37'-46"E 19.62 feet to the point of termination. Also, beginning at said "Point B", thence S88°-22'-14"W 173.17 feet; thence S00°-23'-52"E 359.95 feet to a point on the North Right of Way line of W. Ryan Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the North Right of Way line of W. Ryan Road and the West Right of Way line of S. 51st Street.

ANDY'S PROPERTY

(Tax Key No. 882-9999-002)

Part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin and being more particularly described as follows: Commencing at the Southeast corner of the Southwest 1/4 of said Section 23; thence North 00°24'05" West along the East line of the Southwest 1/4 of said Section 23, 60.02 feet to a point on the North right-of-way line of West Ryan Road and to the point of beginning; thence continuing North 00°24'05" West along said East line, 414.98 feet; thence South 88°22'46" West, 473.00 feet; thence South 00°24'05" East, 414.98 feet to said North right-of-way line; thence North 88°22'46" East along said right-of-way line, 473.00 feet to the point of beginning and containing

4.505 acres (196,241 sq. ft.) of land, more or less, and being subject to all easements and restrictions of record; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-3.0805 and §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of May, 2019, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; as such may be allowed by and not preempted by Wis. Stat. § 66.0404 Mobile tower siting regulations, as further set forth below; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0805 and §15-3.0701 of the Unified Development Ordinance; recognizing, that in part, §15-3.0805 WIRELESS TELECOMMUNICATIONS TOWERS AND ANTENNAS, and §15-3.0701 GENERAL STANDARDS FOR SPECIAL USES, of the City of Franklin Unified Development Ordinance, include terms and provisions thereof which have been preempted by Wis. Stat. § 66.0404 Mobile tower siting regulations, as they pertain to the subject application. Wis. Stat. § 66.0404(4) Limitations, provides in part: “[w]ith regard to an activity described... [mobile tower installation], a political subdivision *may not* do any of the following: ***

(c) Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision. ***

(g) Disapprove an application to conduct an activity described... [mobile tower installation] based solely on aesthetic concerns. ***

(L) Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting. ***

(p) Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity. ***

(r) Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures. ***

(u) Limit the height of a mobile service support structure to under 200 feet. ****”; and that such terms and provisions which have been preempted have not been applied to the subject application review and approval.

UNITED STATES CELLULAR OPERATING COMPANY LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 4

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of United States Cellular Operating Company LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by United States Cellular Operating Company LLC (d/b/a US Cellular), successors and assigns, for the telecommunications tower monopole installation use, which shall be developed in substantial compliance with, and operated and maintained by United States Cellular Operating Company LLC (d/b/a US Cellular), pursuant to those plans City file-stamped March 29, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. United States Cellular Operating Company LLC (d/b/a US Cellular), successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the United States Cellular Operating Company LLC (d/b/a US Cellular) telecommunications tower monopole installation use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the United States Cellular Operating Company LLC (d/b/a US Cellular) telecommunications tower monopole installation use, for the property located as set forth above: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Applicant shall amend the site plan by placing the width of all right-of-ways and label "ROW" and resubmit for City Development staff approval prior to building permit approval.
5. Applicant shall submit a Natural Resource Protection Plan to the City Development staff as required by Section 15-7.0103-Q of the UDO, or a letter from a qualified natural resource specialist meeting UDO criteria stating no natural resources require protection prior to building permit approval.

UNITED STATES CELLULAR OPERATING COMPANY LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 5

6. Applicant shall submit a landscape plan to the City Development staff for approval per Section 15-7.0103(R) and 15-7.0300 of the UDO prior to building permit approval.
7. Applicant shall submit a written project summary for the proposed development per Section 15-7.0103-CC of the UDO to the City Development staff prior to building permit approval.
8. Applicant shall amend the site plan by labeling the ultimate right-of-way line on the Site Plan and showing on the site plan the proposed Monopole complies with the minimum setback requirement per Table 15-5.0103 and Section 15-5.0108B and submitting to the City Development staff for approval prior to building permit approval.
9. An engineering certification shall be provided to the Department of City Development for review and approval that evaluates the fall zone of the tower related to buildings and parking areas onsite and adjacent buildings and properties, prior to issuance of a Building Permit.
10. A structural analysis of the tower, stamped by a Structural Engineer, shall be submitted for Department of City Development review and approval that demonstrates the strength of the pole to support the current equipment proposed as well as demonstrate the feasibility of the planned future collocation as indicated by the applicant, prior to issuance of a Building Permit.
11. No fencing onsite shall contain barb wire.
12. A gravel surface shall be allowed within the fenced-in area only; any improved areas outside of the fenced-in area shall be paved, and the currently disturbed areas outside the fenced in areas shall be returned to turf.
13. A Building Permit shall be issued prior to the commencement of any work. All applicable City and State building and electrical codes shall be met.
14. Upon the event of the monopole no longer serving the special use as described herein, the applicant shall remove the pole within 90 days.
15. Details related to ice shedding and ice throw risk as well as mitigation measures shall be submitted for Department of City Development staff review and approval, prior to the issuance of a Building Permit.
16. An erosion control plan shall be submitted for Engineering Department review and approval prior to the issuance of a Building Permit.

UNITED STATES CELLULAR OPERATING COMPANY LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 6

17. If the monopole collapses for any reason, the applicant shall remove the pole from the site within 12 hours. In cases of emergency where the City must move or relocate a fallen pole, the applicant is responsible for all related costs.
18. The applicant shall install, keep and maintain all parts of the system in good and proper operating condition.
19. If signage will be proposed, a sign permit will need to be approved by the City prior to installation of the signage.
20. The applicant shall maintain and operate the system in full compliance with the laws, statutes, orders, rules and regulations of the Federal Communication Commission, the United States Congress or the State of Wisconsin. [Amended 12-15-1998 by Ord. No. 98-1526]
21. [other conditions, etc.]

BE IT FURTHER RESOLVED, that in the event United States Cellular Operating Company LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution,

UNITED STATES CELLULAR OPERATING COMPANY LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 7

unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

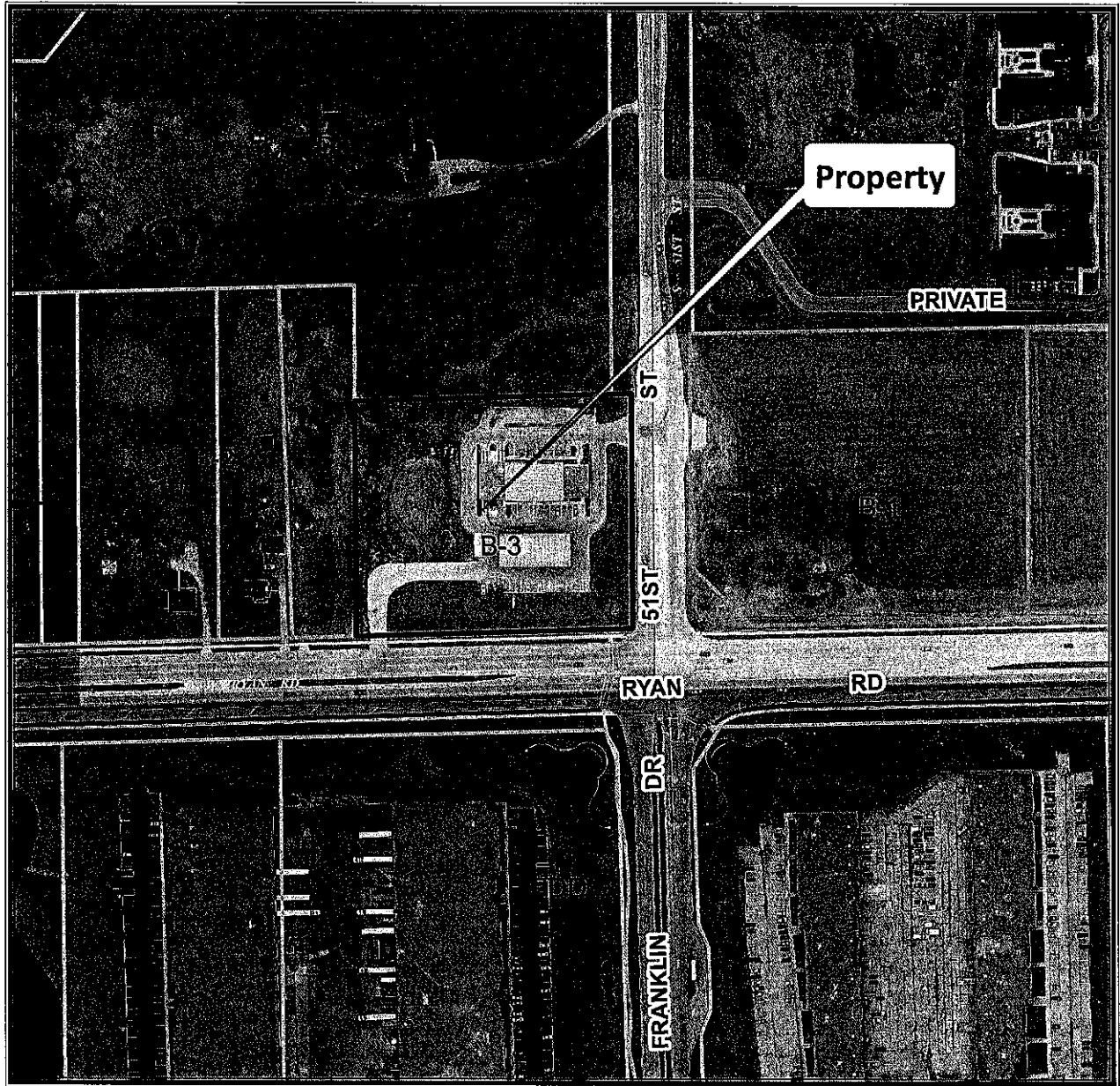
ATTEST:

Sandra L. Wesolowski, City Clerk

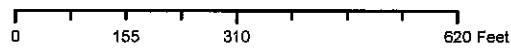
AYES _____ NOES _____ ABSENT _____



5120 W. Ryan Road
TKN: 882 9999 002



Planning Department
(414) 425-4024



2017 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of June 6, 2019

Special Use

RECOMMENDATION: City Development Staff recommends approval of the proposed Special Use Application, subject to the conditions in the draft resolution.

Project Name:	United States Cellular Operating Co., LLC
Project Address:	5120 W. Ryan Rd.
Applicant:	Richard Rogers, United States Cellular Operating Co., LLC
Owners (property):	5100 LLC (aka Andy's Gas Station)
Current Zoning:	B-3, Community Business District
Applicant Action Requested:	Recommendation of approval of the Special Use Application

Introduction:

On October 1, 2018, the applicant filed a Special Use Application requesting to install a monopole tower at the Andy's Gas Station property located at 5120 West Ryan Road.

This item was re-noticed due to a lack of detail in the notification scheduled to be held at the Plan Commission meeting on May 9, 2019 and per approval from the applicant, was republished and properly noticed to be heard at the June 6, 2019 Plan Commission meeting.

Attached to this report is a Wisconsin Legislative Council Information Memorandum regarding State law related to cell phone transmission towers. This memo outlines the process and submittal requirements for new towers and substantial changes (class 1) and minor changes (class 2) for cell phone transmission towers. The memo also provides a list of items in which the City may not do in consideration of new towers or class 1 or class 2 collocations.

As required by State law, a sworn statement was not received from the applicants indicating the need for additional network capacity near the intersection of Ryan Road and 51st Street. Information was provided in a statement prepared by Jeff Banaszek of U.S. Cellular does explain why the site was chosen and why US Cellular did not choose to collocate on a nearby tower. However, the applicant did not supply information regarding collocation possibilities as of the writing of this staff summary, which is a State requirement.

Staff would just note that the nearest towers are located at 8222 S. 51st St., approximately 9,000 feet to the north and 5572 W. Airways Avenue, approximately 2,500 feet southwest of the proposed US Cellular site.

Project Description/Analysis:

The lease area for US Cellular is 50' x 72' (3,600 square feet) and will consist of a concrete pad for current and future equipment and gravel surface. The lease area will include a chain-link fence, the tower, and ground equipment. A gravel turnaround area is also proposed adjacent to the lease area.

The proposed monopole tower is 129-feet in height (125-foot overall height with appurtenances). All equipment is either contained within the proposed fenced in area, on the pole or directly mounted to the pole.

The City Ordinances call for submitting a landscape plan, a natural resource protection plan (or letter from qualified personnel specified in UDO stating no natural resources) and other additional items referenced in Staff Comments sent to the applicants on October 24, 2018. Some of the items have been addressed while others have not been addressed and are outlined in the attached resolution for consideration by the Plan Commission.

Staff Recommendation:

City Development Staff recommends approval of the proposed cellular tower, subject to the conditions in the draft resolution.

From: [dale_borchardt](#)
To: [Gail Olsen](#)
Subject: U.S. Cellular Application for Cell Tower at 5120 W. Ryan Rd.
Date: Wednesday, June 05, 2019 4:39:17 PM

Hello Ms Olsen,

Please distribute this letter to the Plan Commission regarding the proposed cell tower at 5120 W. Ryan Rd. The public hearing is tomorrow, Thursday, at 7pm.

Thank You,

Dale Borchardt

Subject: U.S. Cellular Application for Cell Tower at 5120 W. Ryan Rd.

Dear Plan Commission Members:

I am writing this letter in regards to the Special Use Application of United States Cellular Operating Company, LLC for the construction of a cell tower located at 5120 W. Ryan Rd (Andy's Gas Station).

My family owns the vacant lot at 5200 W. Ryan Rd, which is immediately to the west of the proposed cell tower. We are strongly opposed to the construction of the cell tower, based on the following arguments:

1) Aesthetics

There is no question that cell towers are *not* aesthetically pleasing. I don't know if the City of Franklin has any land use plans or rules for the Highway 100 corridor regarding the construction of high structures such as cell towers, but do we want the "visual pollution" of a cell tower just 330 feet from one of Franklin's main highways? One has to only drive down Airways Avenue past the cell tower located at the Franklin Sewer and Water utility to imagine how a cell tower would change the landscape of Highway 100. Years ago, the acceptable height of retail signs (McDonalds, for example) has been lowered. Why would we now go the opposite way and decide that a 129 foot cell tower so close to the highway is acceptable?

Additionally, a cell tower located here will be visible to immediate neighbors, existing nearby residential housing (to the east, north, and west), and possible future residential housing directly to the north. There should be a buffer zone between cell towers and residential housing. There should be rules where cell phone towers can be located, where they would least affect neighbors (maybe in the Business Park or out in wide-open areas). I don't agree that it is good city planning practice to construct a cell tower next to a property that most likely will be residential housing (9351 S. 51st St – to the north), and very near existing residential housing (single family residential on Cardinal Ln, 47th St, and

more to the east; condos on Cobblestone Way; assisted living on 48th St)

2) Property Value Decrease

Cell towers decrease the value of neighboring properties. Would you prefer to buy a piece of land that has a 129 foot cell phone tower next to it or a piece of land that doesn't have a cell tower next to it? The obvious answer is that the land with no neighboring cell tower is preferred.

The fact that neighboring property values decrease is certain, but the amount that the neighboring property values are decreased is not certain. However, many realtors have stated that property values can decrease *significantly* due to a cell tower constructed nearby. Additionally, studies have been done to quantify the decrease in property value. The Bond & Hue Impact Study has found that property values of residential housing decrease by 15%. The Bond & Wang Transaction Based Market Study has shown that property values of residential housing decrease by 20.7% to 21%. The Bond & Beamish Opinion Survey also shows a decrease in property values.

Is it fair that one property owner benefits and others suffer? The owner of 5120 W. Ryan Rd. will receive his rent check and the neighbors will see their property values decline. We are presently trying to sell our property, and the construction of a cell tower will decrease the sale price, if we can even find a buyer that wants a cell tower so close.

How is this any different than a subdivision having certain rules/restrictions for what you can and can't do on your own property, so your neighbor's property value doesn't decrease. In this case, there should be rules regarding cell tower locations so property values don't decrease.

3) Safety Concerns

Cell towers have been known to collapse or start on fire. Just search Google for "cell tower collapse", "cell tower fire", or "cell tower burning", and you will see many videos and articles showing catastrophic failures of cell towers. Locating cell towers in remote areas would be advantageous if a failure was to occur.

Other Options for Cell Towers and Locations

We all know that cell towers are needed. We need to explore other options for cell towers, such as installing more equipment on existing towers (possibly with newer technology), constructing new towers next to existing towers (minimize cell tower locations), and constructing new towers far away from residential areas and highway corridors. Can we construct new towers in the Business Park, where they will fit in better? Can we construct new towers in outlying areas, where they will minimally affect the community?

Please consider these valid arguments in opposition to the proposed cell tower. Based on the arguments, I ask that you think about what's best for the community as a whole, and deny the Special Use Application for the cell tower.

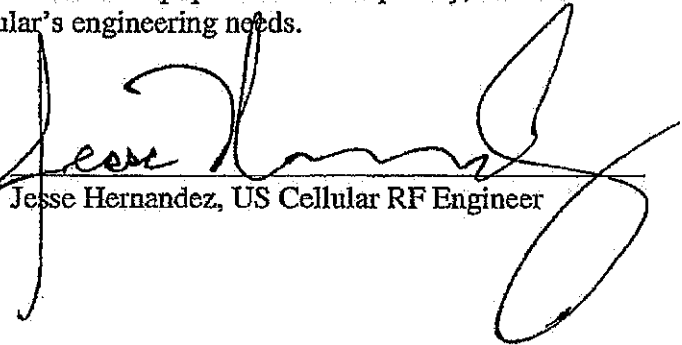
Thank You,

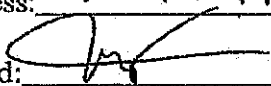
Dale Borchardt

Reference: fallsreact.com

**SWORN STATEMENT OF JESSE HERNANDEZ
IN SUPPORT OF NEW TOWER CONSTRUCTION PURSUANT TO WIS. STAT §66.0404**

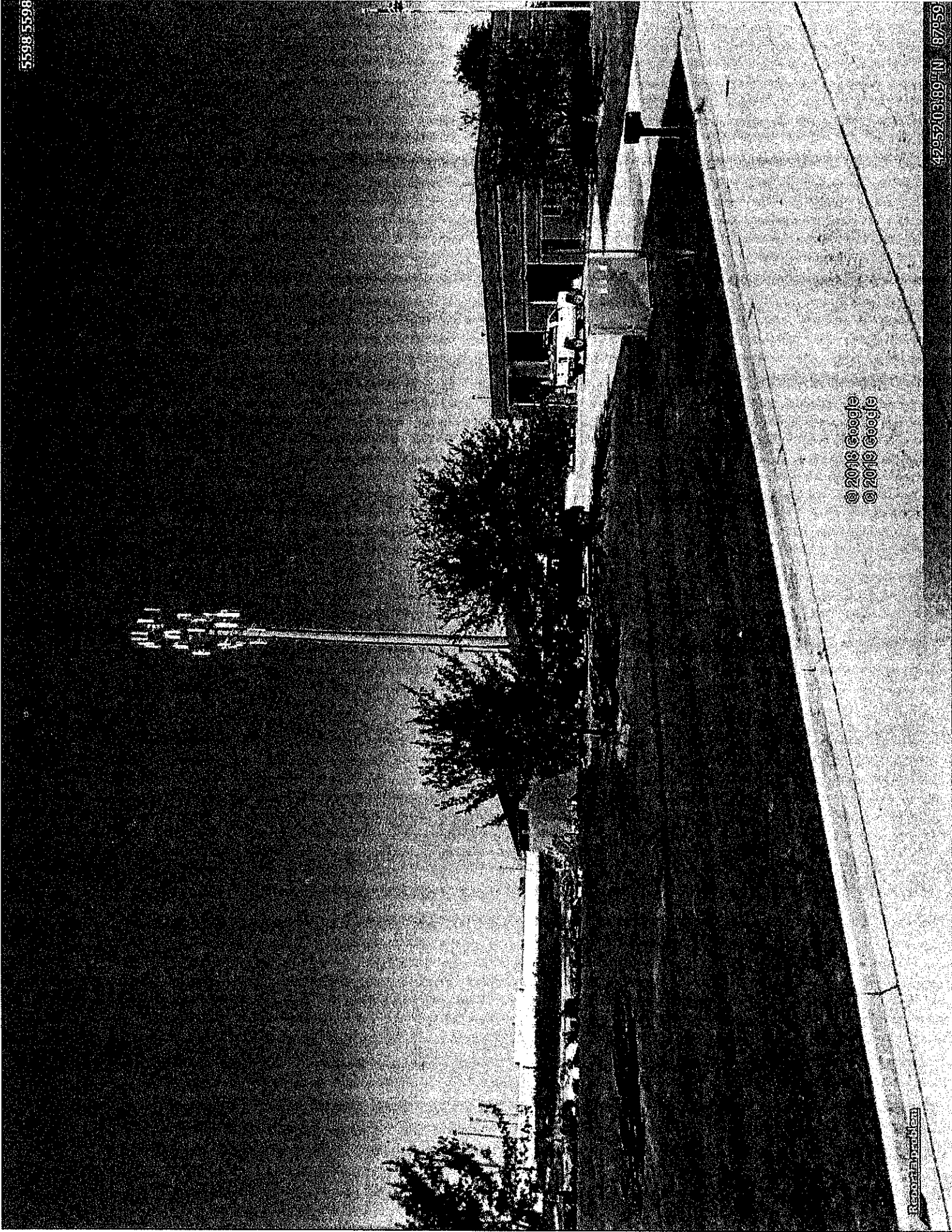
1. My name is Jesse Hernandez.
2. I am a radio frequency engineer employed by United States Cellular Operating Company LLC.
3. My job duties include responsibility over the placement of the mobile service support structure being proposed at 5120 W. Ryan Road in the City of Franklin.
4. This sworn statement is made pursuant to Wis. Stat. §66.0404(2)(b)6.
5. US Cellular has coverage and system capacity problems in the subject area and needs to build a tower to provide enhanced coverage and significantly more capacity to maintain a viable and properly functioning network. There are no existing towers or structures in the area that USCOC can collocate on. There is a monopole tower approximately 1/2 mile southwest of the proposed location and this tower was evaluated by US Cellular. The tower is at maximum capacity and does not have enough loading to accommodate US Cellular. There are no other tall structures in the area that could accommodate US Cellular's equipment. Consequently, a new tower must be built to address US Cellular's engineering needs.


Jesse Hernandez, US Cellular RF Engineer

Witness: ION NAVARRO
Signed: 
Date: 5/28/19

© 2018 Google
© 2019 Google

[Report a problem](#)



5126 W Ryan Rd

Approximately 1/2 mile from proposed tower location

S 54th St

© 2018 Google

S 49th St

S 46th St

2010

42°52'10.62" N 107°59'05.07" W

Edge
Consulting Engineers, Inc.
1100 W. WISCONSIN AVENUE, SUITE 101
FRANKLIN, WISCONSIN 53128
PHONE: 262.582.1174 FAX: 262.582.1175
www.edgeconsulting.com

US Cellular
U.S. CELLULAR - CEDAR RAPIDS
4201 RIVER CENTER CT., NE SUITE 101
CEDAR RAPIDS, IA 52402
PHONE: 319.266.1449
FAX: 319.266.1448

COMPLIANCE:

CDR:

PROJECT DESCRIPTION:
125' MONOPOLE
OUTDOOR LITE EQUIPMENT
LEASE PERM. 25' X 7' X 2"

LOCATION:
FRANKLIN INDUSTRIAL PARK
FRANKLIN, WI 53128

PROPOSED ANTENNAS:
(1) 125' TOWER ANTENNAS
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FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN
CONSTRUCTION DRAWINGS
125' MONOPOLE

U.S. Cellular

FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN
CONSTRUCTION DRAWINGS
125' MONOPOLE

EDGE CONSULTING ENGINEERS, INC.
1100 W. WISCONSIN AVENUE, SUITE 101
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PROJECT DESCRIPTION:
125' MONOPOLE
OUTDOOR LITE EQUIPMENT
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LOCATION:
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FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN
TITLE SHEET

SCOPE OF WORK

PROJECT DESCRIPTION:
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PROJECT INFO

SITE LOCATION:
125' MONOPOLE
FRANKLIN, WI 53128

PROPERTY OWNER:
ANDY K. BRILLIAR
125' MONOPOLE
FRANKLIN, WI 53128

SITE COORDINATES (PER 1-A CERTIFICATE):
TBD

PLUS INFORMATION:
PART OF STA. OF THE SW/14,
SECTION 36, T12N, R12E,
COUNTY OF FRANKLIN,
MILWAUKEE COUNTY,
WISCONSIN

TAX KEY NUMBER:
882-996402

UTILITY INFORMATION

ELECTRIC SERVICE PROVIDER: WE ENERGIES

FIBER PROVIDER: TBD

WE ENERGIES
125' MONOPOLE
FRANKLIN, WI 53128

WE ENERGIES
125' MONOPOLE
FRANKLIN, WI 53128

WE ENERGIES
125' MONOPOLE
FRANKLIN, WI 53128

WE ENERGIES
125' MONOPOLE
FRANKLIN, WI 53128

WISCONSIN PROFESSIONAL ENGINEER
DAVID C. LYSHEK
39472
PRAIRIE DU SAC, WI

ENGINEER SEAL

DAVID C. LYSHEK
39472
PRAIRIE DU SAC, WI

PROFESSIONAL ENGINEER

UTILITY INFORMATION

ELECTRIC SERVICE PROVIDER: WE ENERGIES

FIBER PROVIDER: TBD

WE ENERGIES
125' MONOPOLE
FRANKLIN, WI 53128

WE ENERGIES
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FRANKLIN, WI 53128

WE ENERGIES
125' MONOPOLE
FRANKLIN, WI 53128

WE ENERGIES
125' MONOPOLE
FRANKLIN, WI 53128

NO.:	SHEET TITLE
G-001	TITLE SHEET
G-002	GENERAL SPECIFICATIONS
G-003	GENERAL SPECIFICATIONS
G-004	GENERAL SPECIFICATIONS
T-001	TOPOGRAPHIC SITE SURVEY*
C-001	SITE PLAN
C-002	ENLARGED SITE PLAN
C-003	CONSTRUCTION DETAILS
C-004	FENCE DETAILS
T-001	ANTENNA SPECIFICATIONS
T-002	EQUIPMENT SPECIFICATIONS
T-003	MOUNTING SPECIFICATIONS
T-004	SITE ELEVATION
T-005	ANTENNA AND EQUIPMENT CONFIGURATION
T-006	INSTALLATION DETAILS
T-007	CABLE DETAILS
T-008	CABLE BANDING DETAILS
T-009	ICE BRIDGE DETAILS
T-010	PLUMBING DIAGRAM
A-001	EQUIPMENT PAD NOTES
A-002	EQUIPMENT CARRIER SPECIFICATIONS
A-003	EQUIPMENT PAD PLAN
A-004	EQUIPMENT PAD PLAN
A-005	EQUIPMENT PAD ELEVATIONS
A-006	EQUIPMENT PAD DETAILS
E-001	GROUNDING PLAN
E-002	GROUNDING DETAILS
E-003	UTILITY DETAILS
E-004	UTILITY RACK DETAILS

CLIENT:
CELLULAR - CEDAR RAPIDS
4201 RIVER CENTER CT., NE SUITE 101
CEDAR RAPIDS, IA 52402
PHONE: 319.266.1449

ENGINEERING COMPANY:
EDGE CONSULTING ENGINEERS, INC.
624 WATER STREET
CEDAR RAPIDS, IA 52402
PROJECT MANAGER: DAVID LYSHEK
PHONE: 319.266.1449
FAX: 319.266.1448

SITE ACQUISITION:
CELLULAR SURVEYING, LLC
100 W. HENRY CLAY STREET
WHITEHURST BAY, WI 53277
PHONE: 414.382.3703

CONTRACT:
CELLULAR SURVEYING, LLC
100 W. HENRY CLAY STREET
WHITEHURST BAY, WI 53277
PHONE: 414.382.3703

*** PREPARED BY OTHERS**

CONTRACTORS SHALL VERIFY ALL PLANS AND PERFORM DIMENSIONAL CONDITIONS ON SITE. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY WORK OR BE RESPONSIBLE FOR THE SAME.

FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN
CONSTRUCTION DRAWINGS
125' MONOPOLE

FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN
CONSTRUCTION DRAWINGS
125' MONOPOLE

FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN
CONSTRUCTION DRAWINGS
125' MONOPOLE

FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN
CONSTRUCTION DRAWINGS
125' MONOPOLE

GENERAL REQUIREMENTS

1. SITE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, U.S. CELLULAR STANDARD PLANS AND SPECIFICATIONS AND THE REFERENCED STANDARDS.
 - A. ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.
 - B. UNIFORM BUILDING CODE (UBC) BUILDING OFFICIALS & CODE ADMINISTRATORS (BOCA) AS APPLICABLE.
 - C. AMERICAN CONCRETE INSTITUTE (ACI).
 - D. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
 - E. ELECTRONICS INDUSTRIES ASSOCIATION STANDARDS (EIA/TIA-222-F) MOST CURRENT VERSION ADOPTED BY SUBJECT STATE.
 - F. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
2. WHERE A CONFLICT OCCURS BETWEEN REFERENCED STANDARDS AND U.S. CELLULAR STANDARD PLANS AND SPECIFICATIONS, THE MORE STRINGENT STANDARD SHALL APPLY.
3. THE FACILITY IS AN UNOCCUPIED SPECIALIZED MOBILE RADIO FACILITY.
4. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIMENSIONAL UTILITY ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS AS INDICATED ON THE DRAWINGS.
5. PRIOR TO THE SUBMISSIONS OF THE BIDS, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL DIMENSIONS AND LOCATIONS AS INDICATED ON THE DRAWINGS. CONTRACTOR SHALL BRING TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
6. THE CONTRACTOR SHALL RECEIVE IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY IDENTIFIED BY THE CONTRACT DOCUMENTS.
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE NOTED.
8. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
9. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BEFORE STARTING ANY WORK.
10. WHEN CONTRACTOR'S ACTIVITIES INTERFERE OR OBSTRUCT TRAFFIC FLOW, CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DEVICES, SIGNS, AND FLAGMEN IN ACCORDANCE WITH PART IV OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
11. THE CONTRACTOR SHALL COORDINATE SITE ACCESS AND SECURITY WITH THE PROPERTY OWNER AND U.S. CELLULAR PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING UTILITIES AND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES AND STRUCTURES THAT OCCURRED DURING CONSTRUCTION.
13. THE LOCATIONS OF UTILITIES SHOWN ON THE PLAN ARE BASED ON EXISTING RECORDS. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MARK ALL PUBLIC UTILITIES. THE CONTRACTOR SHALL CALL THE LOCAL "ONE CALL" PROVIDER A MINIMUM OF THREE BUSINESS DAYS PRIOR TO EXCAVATING TO ALLOW MEMBER UTILITIES TO LOCATE THEIR FACILITIES. THE PROPERTY OWNER SHALL BE NOTIFIED IN A SIMILAR FASHION TO ALLOW HIM TO LOCATE HIS PRIVATE UTILITIES.
14. WHEN EXCAVATING AROUND UTILITIES, THE CONTRACTOR SHALL USE REASONABLE CARE IN LOCATING AND PROTECTING UTILITIES. U.S. CELLULAR SHALL BE NOTIFIED IMMEDIATELY OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED CONSTRUCTION.
15. DAMAGE TO PUBLIC OR PRIVATE UTILITIES SHALL BE REPORTED TO U.S. CELLULAR AND THE OWNER OF THE UTILITY IMMEDIATELY. ANY DAMAGE RESULTING FROM CONTRACTOR'S NEGLIGENCE OR FAILURE TO ACT WITH DUE REGARD SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
16. UNLESS OTHERWISE NOTED ON THE PLANS, CONTRACTOR SHALL ASSUME ALL SURFACE FEATURES SUCH AS BUILDINGS, PAVEMENTS, LANDSCAPING FEATURES AND PLANTS ARE TO BE SAVED AND PROTECTED FROM DAMAGE.
17. KEEP THE CONSTRUCTION SITE CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

16. THE CONTRACTOR SHALL PROVIDE ON-SITE TRASH RECEPTACLES FOR COLLECTION OF NON-TOXIC DEBRIS. ALL TRASH SHALL BE COLLECTED ON A DAILY BASIS.
17. ALL TOXIC AND ENVIRONMENTALLY HAZARDOUS SUBSTANCES SHALL BE USED AND DISPOSED OF IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. UNDER NO CIRCUMSTANCES SHALL RINSING OR DUMPING OF THESE SUBSTANCES OCCUR ON-SITE.
18. THE CONTRACTOR SHALL MAINTAIN AND SUPPLY U.S. CELLULAR WITH AS-BUILT PLANS UPON COMPLETION OF THE PROJECT.
19. MEANS AND METHODS OF CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, THE DESIGN AND PLACEMENT OF FORMS AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR.
20. THE GENERAL CONTRACTOR SHALL COORDINATE/ASSIST DIFFERENT TRADE CONTRACTORS IN TERMS OF COORDINATION OF SITE ACCESS.
21. ALL ARCHITECTURAL, MECHANICAL & ELECTRICAL SYSTEMS AND COMPONENTS IN THIS FACILITY SHALL BE INSTALLED TO BEST PRACTICE (LATEST ADOPTED AND PER NATIONAL STANDARDS AND BUILDING CODES (LATEST ADOPTED)).
22. U.S. CELLULAR WILL OBTAIN NECESSARY PERMITS AND LICENSES FROM THE FEDERAL COMMUNICATIONS COMMISSION (FCC) AND THE FEDERAL AVIATION ADMINISTRATION (FAA) UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIAL PROVISIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL OTHER PERMITS NECESSARY FOR CONSTRUCTION.
23. U.S. CELLULAR WILL ORDER AND PAY FOR ANY NECESSARY ELECTRIC AND TELEPHONE UTILITY INSTALLATIONS TO THE POINT OF TERMINATION AS SHOWN ON THE PROJECT PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITIES.
24. U.S. CELLULAR WILL PROVIDE PRIMARY HORIZONTAL AND VERTICAL CONTROL FOR CONSTRUCTION. CONTRACTOR SHALL PROVIDE ANY ADDITIONAL STAKING OR RE-STAKING.
25. U.S. CELLULAR MAY RETAIN THE SERVICES OF A TESTING LABORATORY TO PERFORM QUALITY ASSURANCE TESTING ON VARIOUS PORTIONS OF THE CONTRACTOR'S WORK WHEN REQUESTED. THE CONTRACTOR SHALL INFORM THE TESTING LABORATORY AND ASSIST THEM IN COMPLETING TESTS.
26. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY UTILITIES OR FACILITIES IT DEEMS NECESSARY TO COMPLETE ITS WORK. THIS INCLUDES, BUT IS NOT LIMITED TO, WATER, SEWER, POWER, TELEPHONE, HEAT, LIGHTING OR SECURITY.
27. NOTIFY ENGINEER 2 DAYS IN ADVANCE OF INITIATING SITE CONSTRUCTION ACTIVITIES.

DEMOLITION

1. PERFORM DEMOLITION AND REMOVAL OF EXISTING MATERIALS OR STRUCTURES AS SHOWN ON THE PLANS AND AS SPECIFIED IN SPECIAL CONDITIONS. PROTECT EXISTING FACILITIES OR STRUCTURES THAT ARE TO REMAIN.
2. COMPLETE DEMOLITION IN A SYSTEMATIC MANNER BEGINNING AT THE HIGHEST LEVEL CUTS AT EXISTING JOINTS.
3. NEATLY SAW OR CUT JOINTS AT THE LIMITS OF REMOVAL WHENEVER POSSIBLE LOCATE CUTS AT EXISTING JOINTS.
4. PATCH AND REPAIR ANY DAMAGED SURFACES OR STRUCTURAL MEMBERS AT THE LIMITS OF REMOVAL.
5. REMOVAL, DEMOLITION DEBRIS FROM THE SITE ON A REGULAR BASIS. DISPOSE ALL DEBRIS FROM THE SITE IN ACCORDANCE WITH THE PLANS AND AS SPECIFIED IN SPECIAL PROVISIONS. DEBRIS SHALL NOT BE ALLOWED UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIAL PROVISIONS.

CLEARING AND GRUBBING

1. REMOVE TREES, STUMPS, SHRUBS, GRASS AND OTHER VEGETATION AS SHOWN ON THE PLANS TO ALLOW FOR CONSTRUCTION OF NEW CELLULAR FACILITIES.
2. WHEN POSSIBLE, REPLY TRIM OR CUT BACK EXISTING TREES OR VEGETATION TO ALLOW FOR CONSTRUCTION OF NEW CELLULAR FACILITIES.
3. WHEN CLEARING TREES, PROTECT ALL SURROUNDING STRUCTURES, PAVEMENTS AND LANDSCAPING BY TOPPING, TRIMMING AND USING GUY LINES.
4. COMPLETELY REMOVE ALL STUMPS AND ROOTS. STUMPS AND ROOTS MAY BE REMOVED BY GRUBBING, CHIPPING OR GRINDING.
5. DISPOSE OF ALL DEBRIS OFFSITE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. BURNING OF MATERIAL SHALL NOT BE ALLOWED UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIAL PROVISIONS.

1. REMOVE TOPSOIL FROM AREAS TO BE EXCAVATED FOR CONSTRUCTION OF FOUNDATIONS AND AREAS TO RECEIVE MORE THAN 4" OF FILL. STOCKPILE TOPSOIL FOR USE DURING RESTORATION.
2. ALL TREES DESIGNATED TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION BY A FOOT HIGH TREE BARRIER UTILIZING WIRE FENCING, OR PROTECTIVE SAFETY NETTING, AS NECESSARY TO PROVIDE DRAINAGE.
3. GRADE AREAS IN ACCORDANCE WITH ELEVATIONS AND GRADES SHOWN ON THE PLANS OR AS NECESSARY TO PROVIDE DRAINAGE.
4. FILL MATERIAL USED IN GRADING OPERATIONS SHALL CONSIST OF EARTH WHICH IS FREE OF DEBRIS, BOULDERS OR ORGANIC MATERIAL. FILL SHALL BE PLACED IN 12" LIFTS AND COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.
5. ALL FILL SHALL BE TESTED FOR FIELD DENSITY. TESTS SHALL BE TAKEN IN EACH LIFT OF FILL.
6. SELECT GRANULAR FILL SHALL BE USED WHEN FILLING OR BACKFILLING BENEATH AND AROUND ANY STRUCTURES, ROADS OR PAVING AREAS. SELECT FILL SHALL BE PLACED IN 12" LIFTS AND COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY. SELECT GRANULAR FILL SHALL CONSIST OF SAND, GRAVEL, OR MIXTURE OF SAND AND GRAVEL FREE OF ORGANIC MATERIAL. THE MATERIAL SHALL HAVE A 7" MAXIMUM SIZE, UNIFORMITY COEFFICIENT OF 3.0 OR GREATER.
7. ALL DISTURBED AREAS SHALL BE RESTORED AS SOON AS POSSIBLE WITH A TOPSOIL, SEED, FERTILIZER AND MULCH. GRASS SEED SHALL BE A SUITABLE MIX CONTAINING BOTH ANNUAL AND PERENNIAL VARIETIES OF FESCUE RYE AND BLUEGRASS. FERTILIZER SHALL BE APPLIED TO THE SOIL AT THE RATE OF 10 LBS PER 1000 SQ FT. MULCH SHALL BE A STRAW OR HAY MIXTURE FREE OF NOXIOUS WEED SEEDS. APPLY SEED AND FERTILIZER AS RECOMMENDED BY MANUFACTURER. MULCH SHALL BE CRIMPED AFTER APPLICATION.
8. THE CONTRACTOR SHALL VERIFY, UPON COMPLETION OF DEVELOPMENT, THE SITE IS RESTORED TO ORIGINAL CONDITIONS. MULCHES AND STORMWATER FACILITIES ARE CONSTRUCTED AS INDICATED ON THE PLANS.
9. TOWER, TOWER FOUNDATIONS, SLABS, MODULAR BUILDINGS, AND ELECTRICAL AND MECHANICAL FEATURES ARE TO BE DESIGNED AND SPECIFIED BY OTHERS.

EROSION CONTROL

1. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH THE MOST STRINGENT OF: PROJECT PLANS, SPECIAL PROVISIONS, APPLICABLE STATE DEPARTMENT OF NATURAL RESOURCES OR LOCAL ORDINANCES.
2. ESTABLISH EROSION CONTROL MEASURES PRIOR TO STARTING CONSTRUCTION AND MAINTAIN THROUGHOUT CONSTRUCTION. INSPECT EROSION CONTROL MEASURES FOLLOWING EACH SIGNIFICANT EVENT AND REPAIR AS NECESSARY.
3. SEDIMENTATION CONTROL SHALL BE COMPLETED DURING CONSTRUCTION THROUGHOUT CONSTRUCTION. SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. DEVICES SHALL BE SET AT THE ONSET OF SITE GRADING TO PREVENT SILTING OF THE EXISTING STORMWATER FACILITIES.

ROAD AND PARKING AREA CONSTRUCTION

1. PREPARE SUBGRADE FOR ROADS AND PARKING AREAS IN ACCORDANCE WITH "LEARTHWORK" SECTION.
2. PROOF ROLL ROAD TO IDENTIFY UNSUITABLE MATERIALS. EXCAVATE UNSUITABLE ROAD MATERIALS AND REPLACE WITH SUITABLE MATERIAL. BASE COURSE MATERIAL SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY. THE FOLLOWING REQUIREMENTS:

SIEVE SIZE	% WEIGHT PASSING
3"	100
1-1/2"	0-30
3/4"	0-20
#200	0-10

3. PLACE CRUSHED AGGREGATE BASE COURSE IN MAXIMUM OF 4" THICK LIFTS IN ACCORDANCE WITH DETAIL DRAWINGS. MOISTURE CONDITION BASE COURSE AS NECESSARY TO ACHIEVE COMPACTION. BASE COURSE SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY. THE FOLLOWING REQUIREMENTS:

SIEVE SIZE	% WEIGHT PASSING
3"	100
1-1/2"	0-30
3/4"	0-20
#200	0-10

4. PLACE BASE COURSE WITH CROWN OR UNIFORM SLOPE AS NECESSARY TO PROVIDE DRAINAGE FROM THE SITE.
5. GEOTEXTILE FABRIC SHALL BE USED IN THE EVENT OF UNSTABLE SOIL CONDITIONS. VERIFICATION OF SUCH CONDITIONS IS THE RESPONSIBILITY OF THE CONTRACTOR.



GENERAL SPECIFICATIONS
FRANKLIN INDUSTRIAL PARK (#78470)

NO.	DATE	DESCRIPTION
1	10/20/19	REV. A
2	10/20/19	REV. B
3	10/20/19	REV. C

CHECKED BY	DATE
PROJECT NUMBER	440210
PERMIT NO.	18791
SHEET NUMBER	G-002

Edge
 Consulting Engineers, Inc.
 261 Vance Street
 P.O. Box 100, WI 53078
 608.414.1444
 608.414.1444 fax
 www.edgeconsult.com

U.S. Cellular
 8410 BRYN MAWR AVENUE
 CHICAGO, IL 60651

MERIDIAN
SURVEYING, LLC
 9837 Friendship Drive Office: 920-893-0981
 Kaukauna, WI 54130 Fax: 920-275-8037

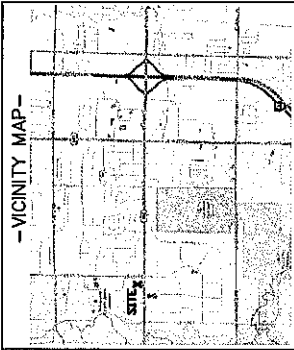
FRANKLIN INDUSTRIAL PARK
 SITE NAME:
 SITE NUMBER:
 784700
 SITE ADDRESS:
 5112 W. RYAN ROAD
 FRANKLIN, WI 53132

PROPERTY OWNER:
 5100 LLC
 8200 W. BROWN DEER ROAD
 SUITE, 301
 MILWAUKEE, WI 53223
 PARCEL NO.: 882-8989-002
 ZONED: COMMERCIAL
 DEED REFERENCE: DOC. NO. 10330962

LEASE EXHIBIT
 FOR
US CELLULAR
 BEING A PART OF THE SE1/4 OF THE
 SW1/4, SECTION 23, T.5N., R.21E.,
 CITY OF FRANKLIN, MILWAUKEE COUNTY,
 WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	2/12/19	Revised Tower, Lease & Easement	J.D.
3	2/8/19	Revised Tower, Lease & Easement	J.D.
2	5/2/18	Added Tower, Lease, & Easement	J.D.
1	4/16/18	Preliminary Survey	J.D.

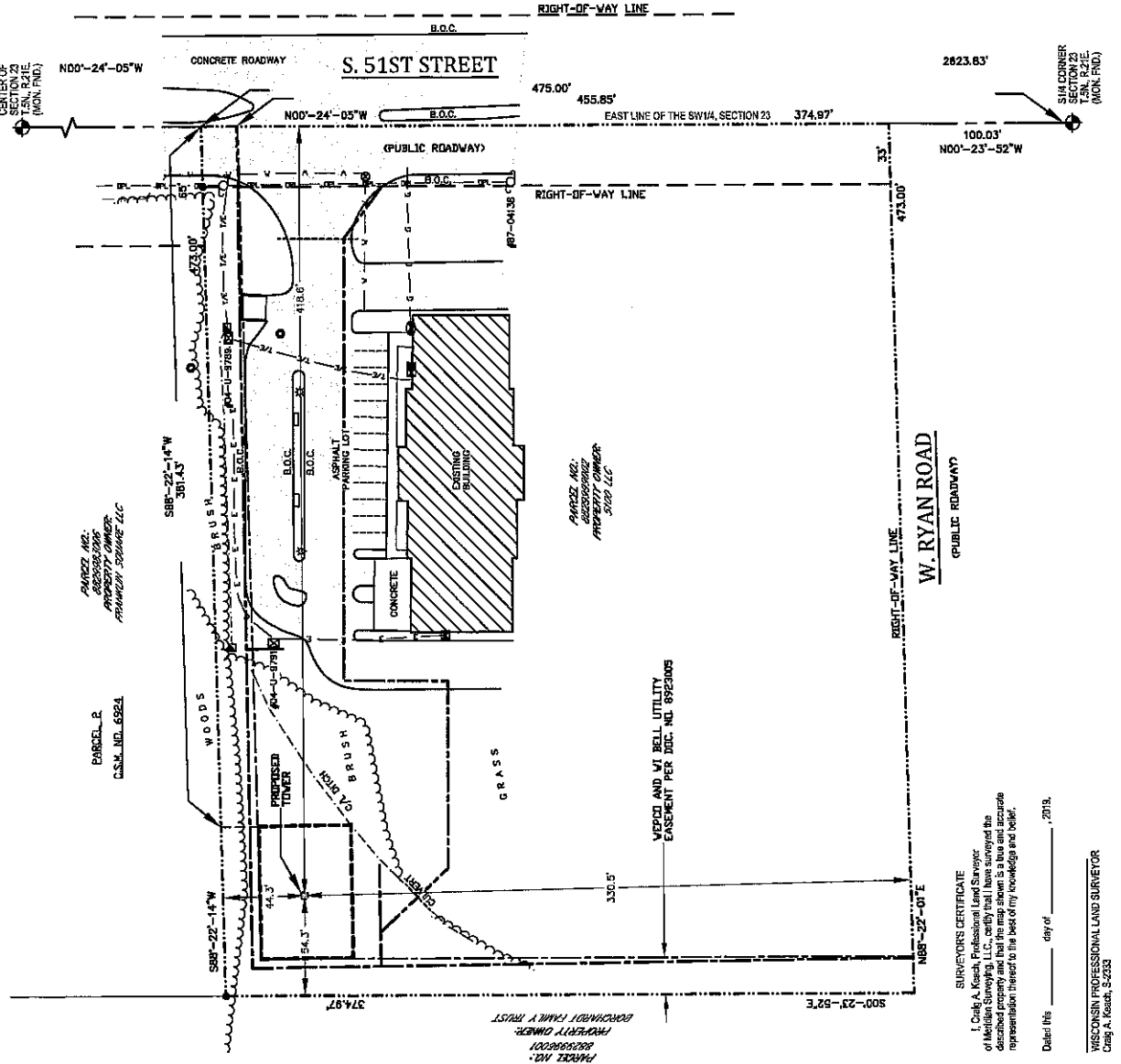
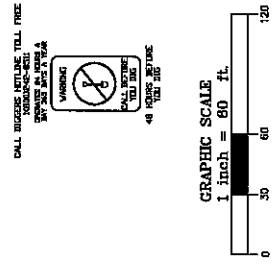
DRAWN BY:	J.D.	FIELD WORK DATE:	4/16/18
CHECKED BY:	S.C.D.	FIELD BOOK:	M-45, PG. 53
JOB NO.:	10217	SHEET	1 OF 3



PROPOSED TOWER BASE

Latitude: 42°-52'-25.66"
 Longitude: 87°-58'-56.59"
 (Per North American Datum of 83/2011)
 Ground Elevation: 750.8'
 (Per North American Vertical Datum of 1988)

- LEGEND**
- 1" x 18" IRON PIPE SET
 - 1" IRON PIPE FOUND
 - ⊕ COUNTY MONUMENT FOUND
 - ⊙ GROUNDING PORT
 - ⊕ WATER VALVE
 - ⊕ GAS METER
 - ⊕ TELEPHONE PEDESTAL
 - ⊕ LIGHT POLE
 - ⊕ ELECTRIC METER
 - ⊕ ELECTRIC TRANSFORMER
 - ⊕ EXISTING POWER POLE
 - ⊕ B.O.C. = BACK OF CURB
 - ⊕ PROPERTY LINE
 - ⊕ BURIED ELECTRIC
 - ⊕ OVERHEAD ELECTRIC
 - ⊕ BURIED ELEC. & TELE.
 - ⊕ WATER MAIN
 - ⊕ BURIED GAS LINE
 - ⊕ EXISTING SPRUCE TREE
 - ⊕ EXISTING CEDAR TREE



DATE THIS _____ day of _____, 2019.
 SURVEYOR'S CERTIFICATE
 I, Craig A. Kersch, Professional Land Surveyor
 of Meridian Surveying, LLC, certify that I have surveyed the
 above described property and that the same is a true and correct
 representation thereof to the best of my knowledge and belief.
 WISCONSIN PROFESSIONAL LAND SURVEYOR
 Craig A. Kersch, S-2533

Edge
 Consulting Engineers, Inc.
 624 Weber Street
 P.O. Box 110, WI 53178
 414.441.1447 voice
 414.441.1447 fax
 www.edgeconsulting.com

U.S. Cellular
 9410 BRN MAWR AVENUE
 CHICAGO, IL 60631

MERIDIAN SURVEYING, LLC
 19837 Friendship Drive Office: 920-893-0881
 Markers, WI 53130 Fax: 920-273-6037

SITE NAME:
 FRANKLIN INDUSTRIAL PARK

SITE NUMBER:
 784700

SITE ADDRESS:
 5112 W. RYAN ROAD
 FRANKLIN, WI 53132

PROPERTY OWNER:
 5100 LLC
 8200 W. BROWN DEER ROAD
 SUITE 301
 MILWAUKEE, WI 53223

PARCEL NO.: 882-9899-002

ZONED: COMMERCIAL

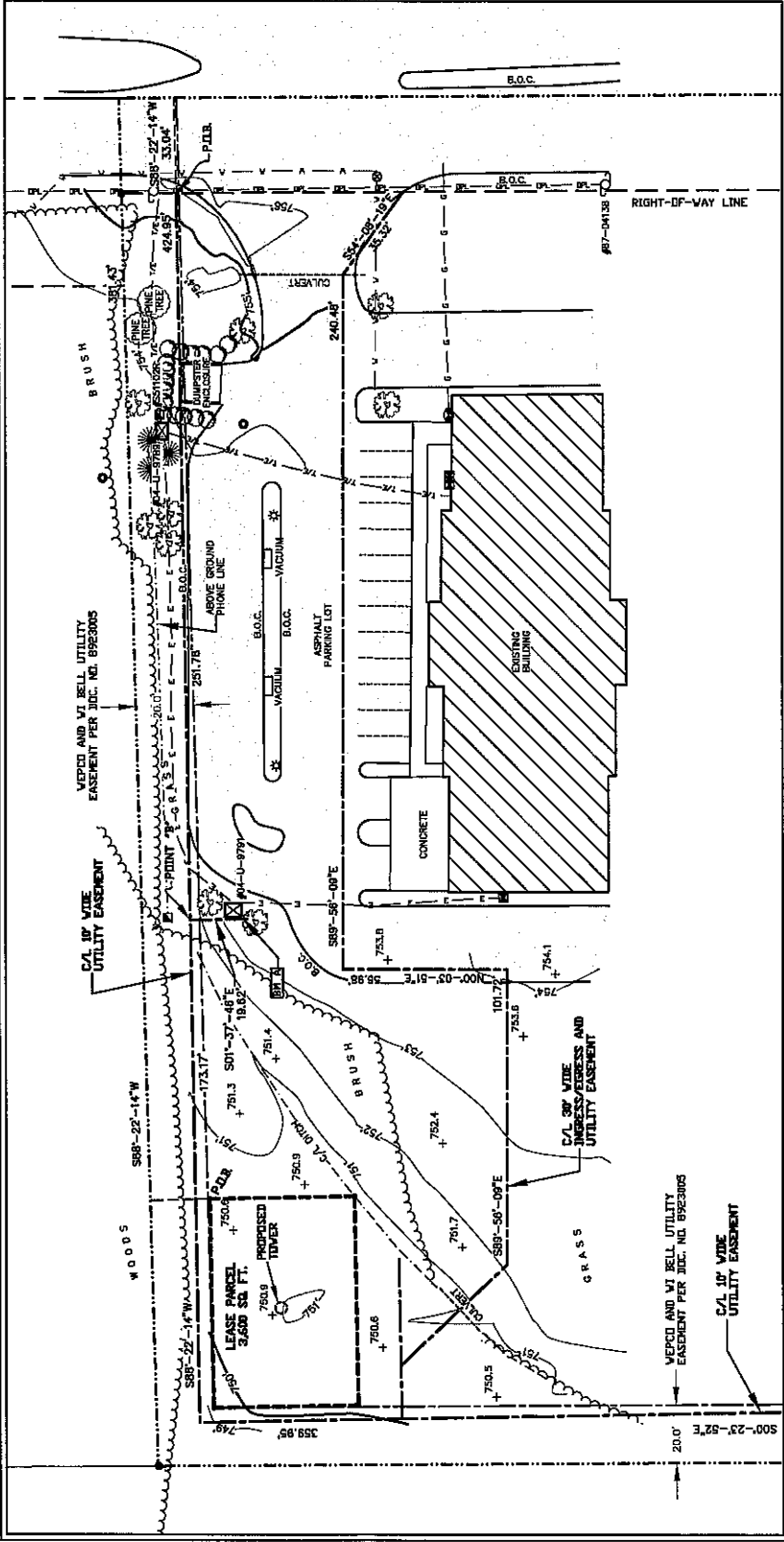
DEED REFERENCE: DOC. NO. 10330862

LEASE EXHIBIT
 FOR
US CELLULAR

BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 23, T.5N., R.21E., CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	2/12/19	Revised Tower, Lease & Easement	J.D.
3	2/8/19	Revised Tower, Lease & Easement	J.D.
2	5/2/18	Added Tower, Lease, & Easement	J.D.
1	4/18/18	Preliminary Survey	J.D.

DRAWN BY:	J.D.	FIELD WORK DATE:	4/18/18
CHECKED BY:	S.C.D.	FIELD BOOK:	M-45, PG. 53
JOB NO.:	10217	SHEET	2 OF 3



SURVEY NOTES:

- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. THE SURVEYOR HAS NOT BEEN RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES. THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.
- DIGGERS HOTLINE TICKET NO. 20181508471 & 20181600863.
- NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NONEXISTENCE OF RECORDED OR UNRECORDED EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.
- THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

FEMA NOTE:

- ACCORDING TO FEDERAL EMERGENCY AGENCY MAPS, THE PROPOSED COMMUNICATIONS SITE IS LOCATED IN ZONE "X", A COMMUNITY PANEL NO. HAZARDOUS AREA. ZONE "X" IS DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN".

WETLAND NOTE:

- NO WETLANDS AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

- LEGEND-**
- = 1" x 18" IRON PIPE SET
 - = 1" IRON PIPE FOUND
 - ⊙ = COUNTY MONUMENT FOUND
 - ⊕ = GROUNDING PORT
 - ⊖ = WIRE W/VE
 - ⊗ = CAS METER
 - ⊘ = TELEPHONE PEDESTAL
 - ⊙ = LIGHT POLE
 - ⊕ = ELECTRIC METER
 - ⊖ = ELECTRIC TRANSFORMER
 - ⊗ = EXISTING POWER POLE
 - ⊘ = BACK OF CURB
 - ⊙ = PROPERTY LINE
 - ⊖ = BURIED ELECTRIC
 - ⊗ = OVERHEAD ELECTRIC
 - ⊘ = BURIED ELEC. & TELE
 - ⊙ = WATER MAIN
 - ⊖ = BURIED GAS LINE
 - ⊗ = EXISTING SPRUCE TREE
 - ⊘ = EXISTING CEDAR TREE
 - ⊙ = EXISTING TREE

GRAPHIC SCALE
 1 inch = 40 ft.

BENCHMARK INFORMATION
 SITE BENCHMARK: (BM A)
 TOP OF SW CORNER OF CONCRETE BASE OF ELECTRIC TRANSFORMER NO. 04-U-9791
 ELEVATION: 753.79

SURVEYOR'S CERTIFICATE
 I, Orlando A. Knoch, Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2018.

WISCONSIN PROFESSIONAL LAND SURVEYOR
 Oraldo A. Knoch, S-2433

SURVEYED FOR:

Edge
Consulting Engineers, Inc.

824 W. Main Street
P.O. Box 1000, WI 53078
608.641.1313 ext. 100
608.641.1313 fax
www.edgeconsult.com

SURVEYED FOR:

U.S. Cellular

9410 BIRN MAWR AVENUE
CHICAGO, IL 60651

MERIDIAN
SURVEYING, LLC

19537 Friendship Drive
Kaukauna, WI 54130
Office: 920-883-0881
Fax: 920-273-6037

SITE NAME:
FRANKLIN INDUSTRIAL PARK

SITE NUMBER:
784700

SITE ADDRESS:
5112 W. RYAN ROAD
FRANKLIN, WI 53132

PROPERTY OWNER:
5100 LLC
8200 W. BROWN DEER ROAD
SUITE 301
MILWAUKEE, WI 53223

PARCEL NO.: 882-9999-002

ZONED: COMMERCIAL

DEED REFERENCE: DOC. NO. 10330962

LEASE EXHIBIT
FOR
US CELLULAR

BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 23, T.5N., R.21E., CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	2/12/19	Revised Tower, Lease & Easement	JB
3	2/26/19	Revised Tower, Lease & Easement	JD
2	5/2/18	Added Tower, Lease, & Easement	JB
1	4/18/18	Preliminary Survey	JD
N.O.			

DRAWN BY: J.D.	FIELD WORK DATE: 4/16/18
CHECKED BY: S.C.D.	FIELD BOOK: M-45, P. 53
JOB NO.: 10217	SHEET: 3 OF 3

LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 3,600 square feet (0.083 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 23; thence N00°-24'-05"W 475.00 feet along the east line of the SW1/4 of said Section 23; thence S88°-22'-14"W 381.43 feet; thence S01°-37'-46"E 20.71 feet to the point of beginning; thence S01°-43'-48"E 50.00 feet; thence S88°-56'-12"W 72.00 feet; thence N00°-23'-52"W 50.00 feet; thence N88°-56'-12"E 72.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE INGRESS/EGRESS & UTILITY EASEMENT

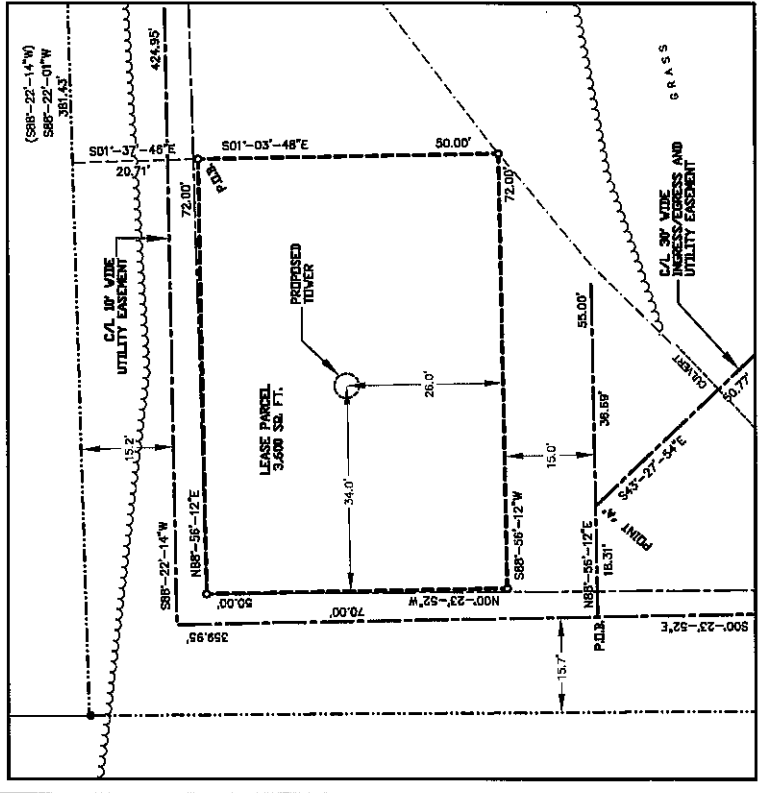
A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 16,208 square feet (0.372 acres) of land and being Fifteen (15) feet each side of and parallel with the following described line:

Commencing at the South Quarter Corner of said Section 23; thence N00°-24'-05"W 455.85 feet along the east line of the SW1/4 of said Section 23; thence S88°-22'-14"W 33.04 feet to a point on the west line of S. 51st Street; thence continue S88°-22'-14"W 424.95 feet; thence S00°-23'-52"E 70.00 feet to the point of beginning; thence N88°-56'-12"E 18.31 feet to a point herein after referred to as "Point A"; thence continue N88°-56'-12"E 36.69 feet to the point of termination. Also, beginning at said Point "A", thence S43°-27'-54"E 50.77 feet; thence S89°-56'-09"E 101.72 feet; thence N00°-03'-51"E 56.98 feet; thence S89°-56'-09"E 240.48 feet; thence S54°-08'-19"E 35.32 feet to a point on the West Right of Way line of S. 51st Street and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the West Right of Way line of S. 51st Street.

10' WIDE UTILITY EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Three (23), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 6,045 square feet (0.185 acres) of land and being Five (5) feet each side of and parallel with the following described line:

Commencing at the South Quarter Corner of said Section 23; thence N00°-24'-05"W 455.85 feet along the east line of the SW1/4 of said Section 23; thence S88°-22'-14"W 33.04 feet to a point on the West Right of Way line of S. 51st Street and the point of beginning; thence continue S88°-22'-14"W 251.78 feet to a point herein after referred to as "Point B"; thence S01°-37'-46"E 19.62 feet to the point of termination. Also, beginning at said "Point B", thence S88°-22'-14"W 173.17 feet; thence S00°-23'-52"E 359.95 feet to a point on the North Right of Way line of W. Ryan Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the North Right of Way line of W. Ryan Road and the West Right of Way line of S. 51st Street.



LEGEND

- = 1" x 16" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊙ = COUNTY MONUMENT FOUND
- ⊕ = GROUNDING PORT
- ⊖ = WATER VALVE
- ⊗ = GAS METER
- ⊘ = TELEPHONE PEDESTAL
- ⊙ = LIGHT POLE
- ⊚ = ELECTRIC METER
- ⊛ = ELECTRIC TRANSFORMER
- ⊜ = EXISTING POWER POLE
- ⊝ = BACK OF CURB
- ⊞ = S.O.C.
- ⊟ = EDGE OF BRUSH/WOODS
- ⊠ = PROPERTY LINE
- ⊡ = BURIED ELECTRIC
- ⊢ = OVERHEAD ELECTRIC
- ⊣ = BURIED ELEC. & TELL.
- ⊤ = BURIED WATER MAIN
- ⊥ = BURIED GAS LINE
- ⊦ = EXISTING SPRUCE TREE
- ⊧ = EXISTING CEDAR TREE
- ⊨ = EXISTING TREE

GRAPHIC SCALE:
1 inch = 20 ft

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD27) WHICH BEARS: N00°-24'-05"W 475.00 FEET TO THE POINT OF BEGINNING, SECTION 23, T.5N., R.21E., MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
I, Craig A. Koch, Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2018.

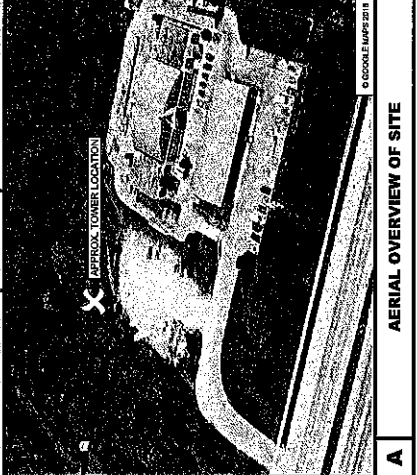
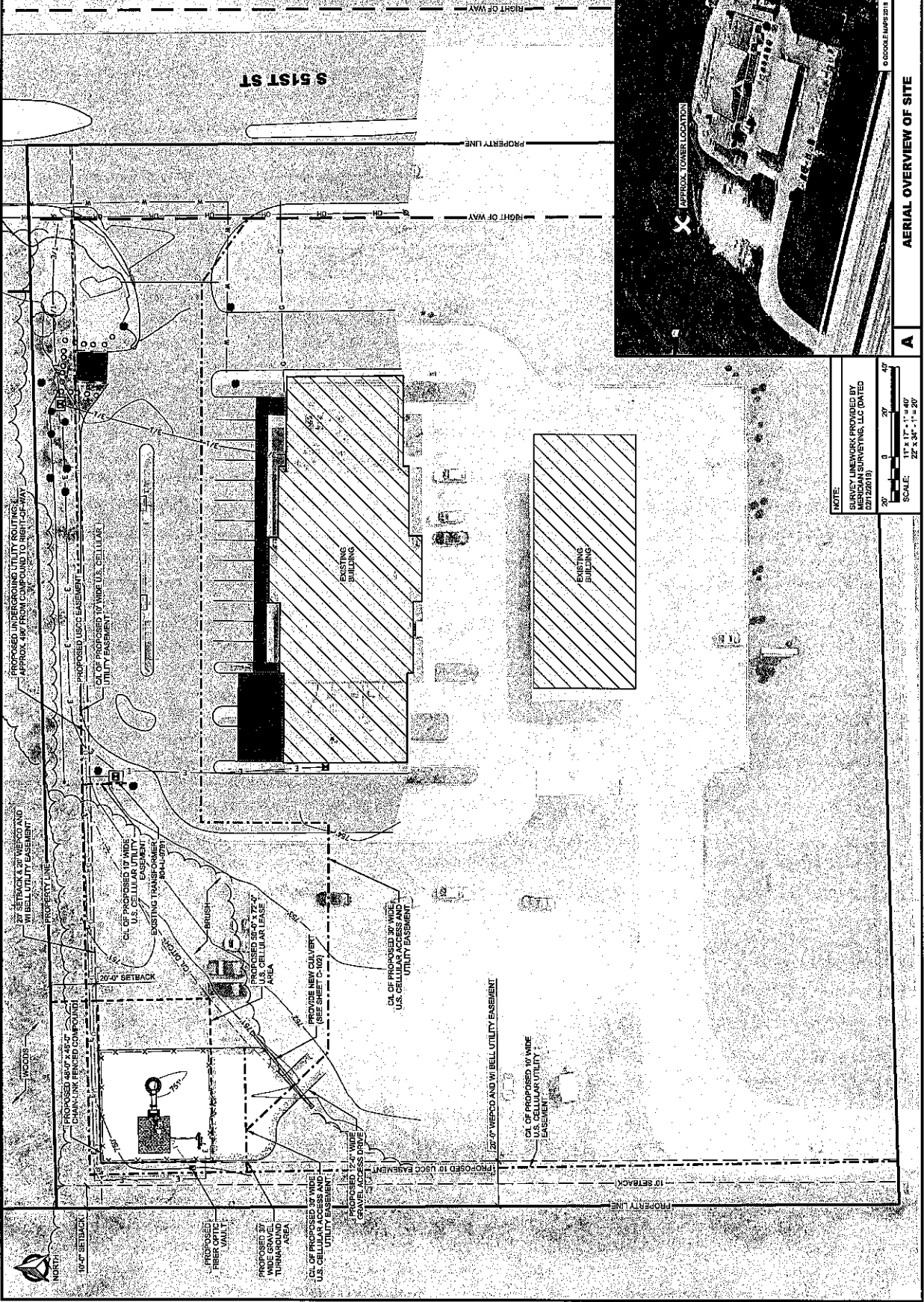
WISCONSIN PROFESSIONAL LAND SURVEYOR
Craig A. Koch, S-2323

Edge
 CONSULTANT:
 141 WATER STREET
 FRANKLIN, WISCONSIN 53140
 PH: 715.791.1100
 WWW.EDGECONSULTANTS.COM

U.S. Cellular
 CLIENT:
 U.S. CELLULAR, 6500 WISCONSIN
 4001 PARK CENTER CT., WISCONSIN 53190
 PH: 715.791.1100

SITE PLAN
FRANKLIN INDUSTRIAL PARK (#784700)

NO.	DATE	DESCRIPTION
1.01	02/20/18	ISSUE FOR PERMIT
1.02	02/20/18	ISSUE FOR PERMIT
1.03	02/20/18	ISSUE FOR PERMIT
1.04	02/20/18	ISSUE FOR PERMIT
1.05	02/20/18	ISSUE FOR PERMIT
1.06	02/20/18	ISSUE FOR PERMIT
1.07	02/20/18	ISSUE FOR PERMIT
1.08	02/20/18	ISSUE FOR PERMIT
1.09	02/20/18	ISSUE FOR PERMIT
1.10	02/20/18	ISSUE FOR PERMIT
1.11	02/20/18	ISSUE FOR PERMIT
1.12	02/20/18	ISSUE FOR PERMIT
1.13	02/20/18	ISSUE FOR PERMIT
1.14	02/20/18	ISSUE FOR PERMIT
1.15	02/20/18	ISSUE FOR PERMIT
1.16	02/20/18	ISSUE FOR PERMIT
1.17	02/20/18	ISSUE FOR PERMIT
1.18	02/20/18	ISSUE FOR PERMIT
1.19	02/20/18	ISSUE FOR PERMIT
1.20	02/20/18	ISSUE FOR PERMIT



A AERIAL OVERVIEW OF SITE

C-101

PERMIT NO:

SHEET NUMBER:

DATE:

PROJECT NAME:

CLIENT:

CONSULTANT:

SCALE:

DATE:

PROJECT:

CLIENT:

CONSULTANT:

SCALE:

DATE:

PROJECT:

CLIENT:

CONSULTANT:

SCALE:

DATE:

PROJECT:

CLIENT:

CONSULTANT:

SCALE:

DATE:

PROJECT:

CLIENT:

CONSULTANT:

SCALE:

DATE:

PROJECT:

CLIENT:

CONSULTANT:

SCALE:

DATE:

PROJECT:

CLIENT:

CONSULTANT:

SCALE:

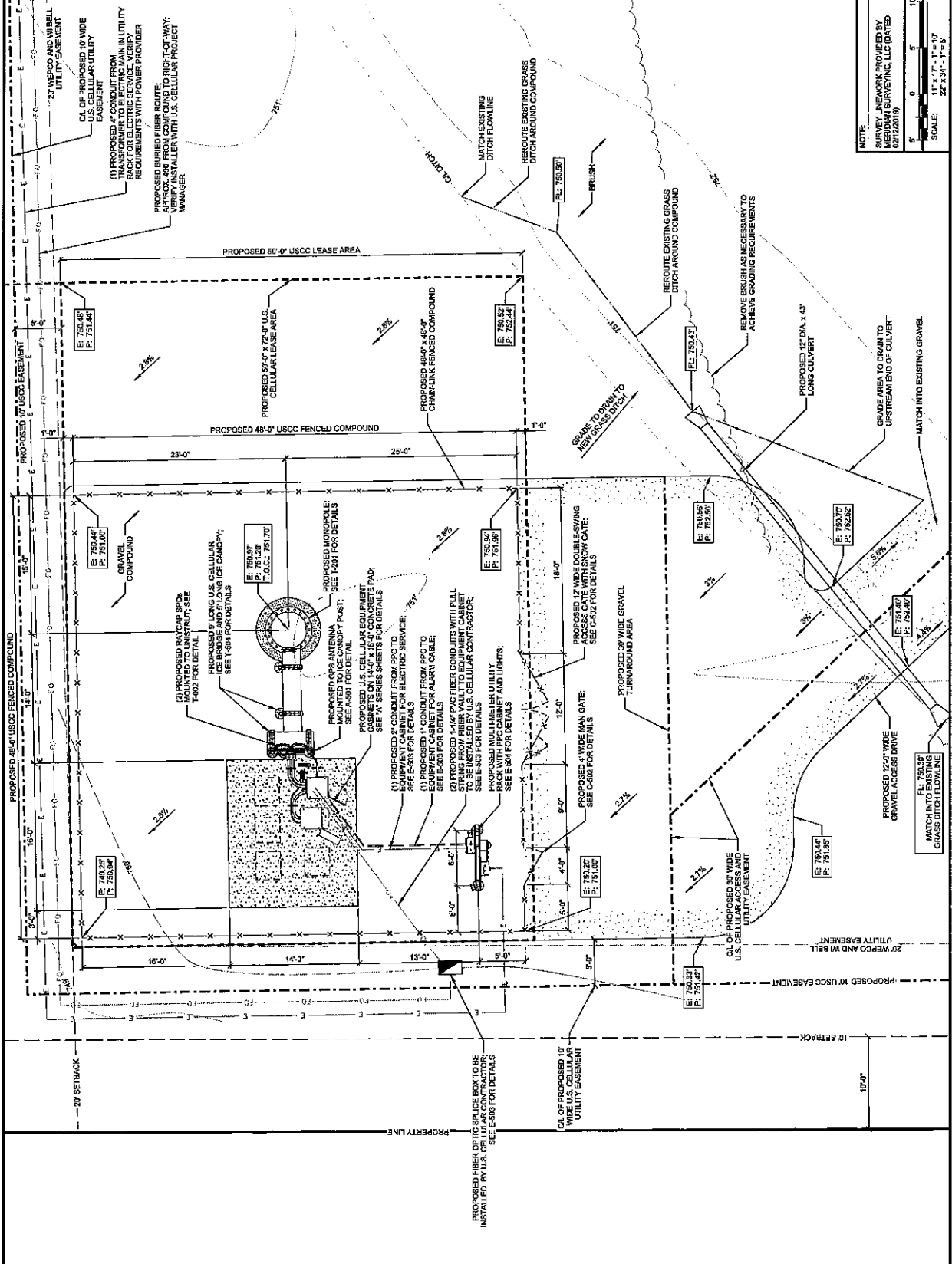
ENLARGED SITE PLAN
 FRANKLIN INDUSTRIAL PARK (#784700)

NO.	DATE	DESCRIPTION
1	02/20/19	REV. A
2	02/20/19	REV. B
3	04/02/19	REV. C

CHECKED BY	DL
DATE	4/4/2019
PROJECT NUMBER	181791
DRAWING NUMBER	10
PERMIT CDS	
SHEET NUMBER	C-102

NOTE:
 SURVEY LINEWORK PROVIDED BY
 SURVEYING LLC (DATED
 02/12/2019)

SCALE: 1" = 10'
 1/4" = 5'
 1/8" = 2.5'



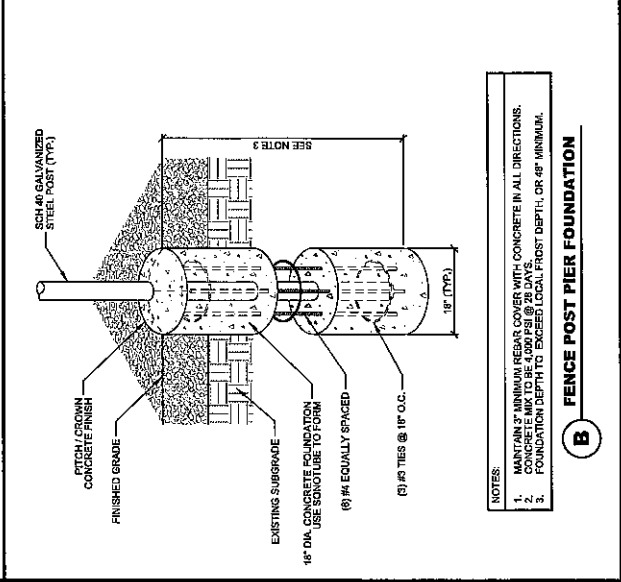
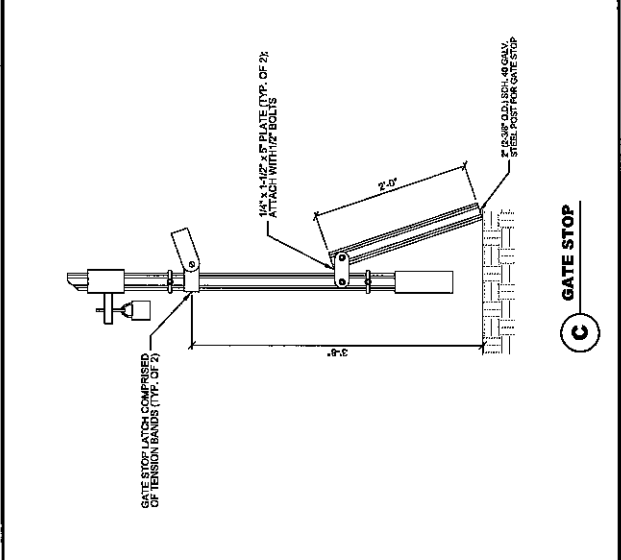
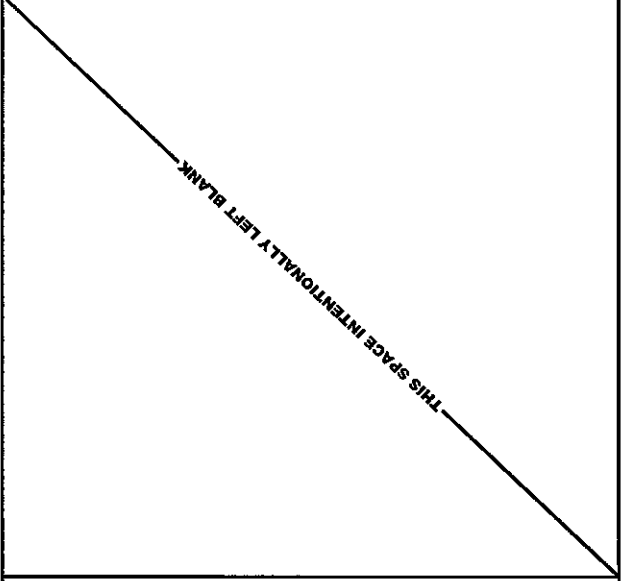
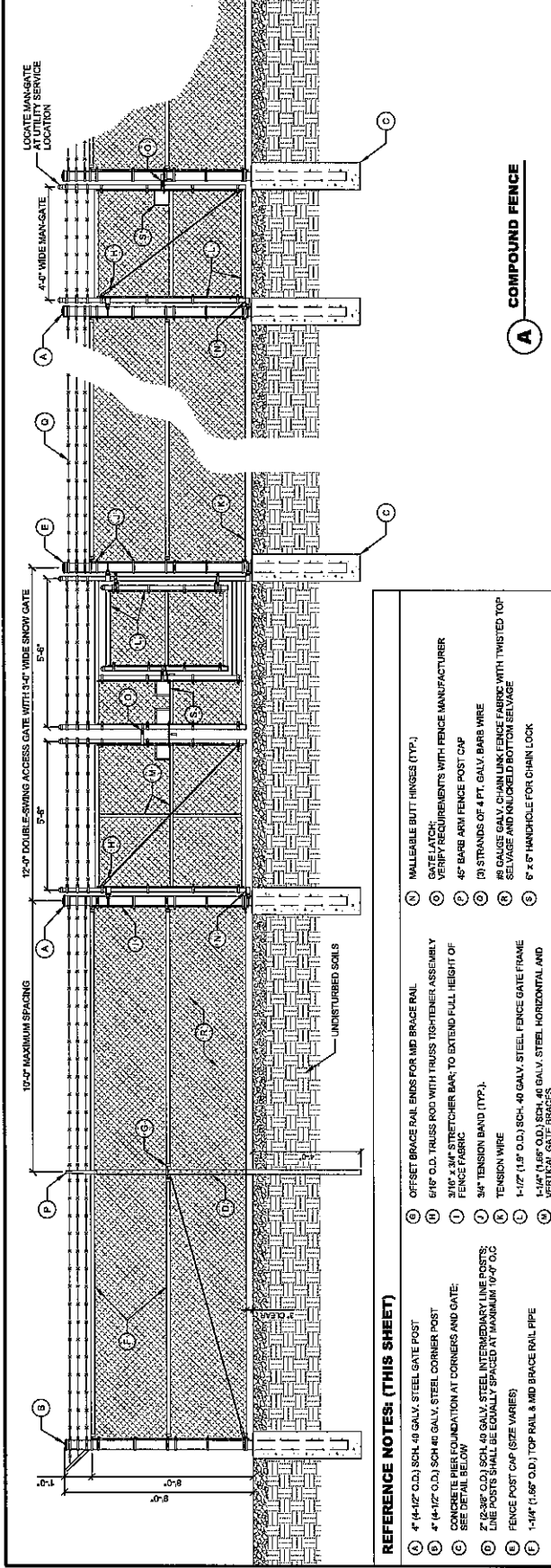
Edge
Engineering & Architecture, Inc.
1000 W. 15th Street, Suite 100
Franklin, WI 53128
734.441.1000
www.edgeinc.com

US Cellular
US Cellular - Fence Systems
4841 North Center Street, Suite 100
P.O. Box 193234
Franklin, WI 53119

CLIENT: US Cellular

FENCE DETAILS
FRANKLIN INDUSTRIAL PARK (#784700)

DATE:	4/4/2018
BY:	DL
CHECKED:	DL
PROJECT:	FRANKLIN INDUSTRIAL PARK
PERMIT NO.:	16791
PERMIT CD:	C-502



REFERENCE NOTES: (THIS SHEET)

- (A) 4" (4-1/2" O.D.) SCH. 40 GALV. STEEL GATE POST
- (B) 4" (4-1/2" O.D.) SCH. 40 GALV. STEEL CORNER POST
- (C) CONCRETE PIER FOUNDATION AT CORNERS AND GATE; SEE DETAIL BELOW
- (D) 2" (2-3/8" O.D.) SCH. 40 GALV. STEEL INTERMEDIARY LINE POSTS; LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10' 4" O.C.
- (E) FENCE POST CAP (SIZE VARIES)
- (F) 1-1/4" (1-5/8" O.D.) TOP RAIL & MD BRACE RAIL PIPE
- (G) OFFSET BRACE RAIL ENDS FOR MD BRACE RAIL
- (H) 6/16" O.D. TRUSS ROD WITH TRUSS TIGHTENER ASSEMBLY
- (I) 3/16" x 3/4" ATTACHER BAR; TO EXTEND FULL HEIGHT OF FENCE FABRIC
- (J) 3/4" TENSION BAND (TYP.)
- (K) TENSION WIRE
- (L) 1-1/2" (1-5" O.D.) SCH. 40 GALV. STEEL FENCE GATE FRAME
- (M) 1-1/4" (1-5/8" O.D.) SCH. 40 GALV. STEEL HORIZONTAL AND VERTICAL GATE CROSS
- (N) MALLEABLE BUTT HINGES (TYP.)
- (O) GATE LATCH; VERIFY REQUIREMENTS WITH FENCE MANUFACTURER
- (P) 45° BARB ARM FENCE POST CAP
- (Q) 3 STRANDS OF 4 FT. GALV. BARB WIRE
- (R) #8 DOUBLE GALV. CHAIN LINK FENCE FABRIC WITH TWISTED TOP SELVAGE AND KNUDLED BOTTOM SELVAGE
- (S) 6" x 6" HANGHOLE FOR CHAIN LOCK

NOTES:

1. MAINTAIN 2" MINIMUM REBAR COVER WITH CONCRETE IN ALL DIRECTIONS.
2. CONCRETE MIX TO BE 4000 P.S.I. @ 28 DAYS.
3. FOUNDATION DEPTH TO EXCEED LOCAL FIRST DEPTH, OR 48" MINIMUM.

B FENCE POST PIER FOUNDATION

THIS SPACE INTENTIONALLY LEFT BLANK

MECHANICAL SPECIFICATIONS

Length	mm (in)	2433 (95.8)
Width	mm (in)	640 (25.6)
Depth	mm (in)	274 (10.8)
Net Weight - Antenna Only	kg (lbs)	TBD
Windload	Calculation	161 (100)
	Frontal	134 (309)
	Lateral	240 (54)
Survival Wind Speed	mm (in)	241 (150)
	Type	4, 3-10 Female
Connector	Quantity	8
	Position	Bottom
Random Color		AK91 20 Gray
Random Material		UV Stabilized ABS or PEPA
Lightning Protection (Grounding Type)		Direct Ground

Shipping

Length	mm (in)	TBD
Width	mm (in)	TBD
Depth	mm (in)	TBD
Shipping Weight	kg (lbs)	TBD
Shipping Volume	m ³ (ft ³)	TBD

PRODUCT OVERVIEW

Frequency Range (MHz)	617-906	617-906	1695-2700	1695-2700
Array	R1	R2	V1	V2
Connector	1.2	3.4	5.6	7.8
Connector Type	4.3-10 Female Long Neck	4.3-10 Female Long Neck	XPOL	XPOL
Polarization	XPOL	XPOL	XPOL	XPOL
Beamwidth (deg)	55°	65°	65°	65°
Electrical Down tilt	0-10°	0-10°	2-10°	2-10°
Dimensions	2433 x 640 x 274 mm (95.6 x 25.6 x 10.8 in)			



ELECTRICAL SPECIFICATIONS Low Band

Frequency Range	MHz	617-906	500-900
Frequency Sub-Range	MHz	617-698	698-798
Polarization		(2X) ±15°	(2X) ±15°
Gain	dBi	15.1	15.5
Low Tilt	dBi	15.2	15.3
Mid Tilt	dBi	15.3	15.4
High Tilt	dBi	15.4	15.7
Over all Tilt	dBi	15.2 ± 0.5	15.6 ± 0.5
Beamwidth (3 dB)	degrees	68.6 ± 3.2	68.4 ± 4.3
Electrical Beamwidth (3 dB)	degrees	10.0 ± 0.7	9.0 ± 0.4
Impedance	Ohms	0-10	50
VSWR		1.2:1	1.2:1

ELECTRICAL SPECIFICATIONS High Band

Frequency Range	MHz	1695-2700	1695-2700
Frequency Sub-Range	MHz	1695-2700	1695-2700
Polarization		(2X) ±15°	(2X) ±15°
Gain	dBi	> 27.7	> 26.0
Low Tilt	dBi	> 20.6	> 17.9
Mid Tilt	dBi	> 20.8	> 23.1
High Tilt	dBi	> 21	> 23.1
Over all Tilt	dBi	> 21	> 23.1
Beamwidth (3 dB)	degrees	> 21	> 23.1
Electrical Beamwidth (3 dB)	degrees	> 21	> 23.1
Impedance	Ohms	50	50
VSWR		1.2:1	1.2:1

CONNECTING PEOPLE + TECHNOLOGY

REVISIONS

REV	DATE	DESCRIPTION
1.1	02/2018	REV. A
1.2	02/2018	REV. B
1.3	02/2018	REV. C

Checked performance parameters are provided as a guide only and do not constitute a warranty. Performance may vary due to normal manufacturing tolerances. Extreme environmental conditions and/or installation errors on structural supports is beyond our control. Such conditions may result in damage to the product. Performance is provided as a guide only and does not constitute a warranty.

Checked performance parameters are provided as a guide only and do not constitute a warranty. Performance may vary due to normal manufacturing tolerances. Extreme environmental conditions and/or installation errors on structural supports is beyond our control. Such conditions may result in damage to the product. Performance is provided as a guide only and does not constitute a warranty.

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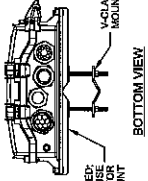
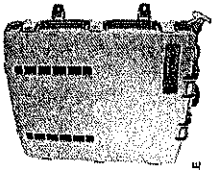
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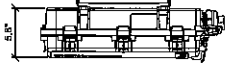
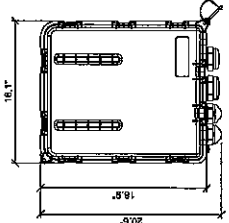
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MANUFACTURER: SANGAR
 MODEL: RUSDC-2507-PF-46
 DIMENSIONS: 20.6" x 18.9" x 6.6" (H x W x D)
 WEIGHT: 10.95 LBS

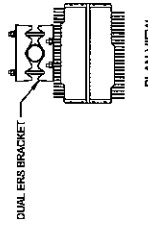
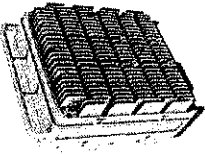


MOUNTING BRACKET INCLUDED:
 REMOVE BRACKET AND USE
 FOR POLE MOUNTING OR
 H-FRAME OR WALL MOUNT

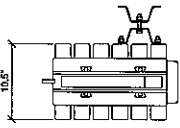
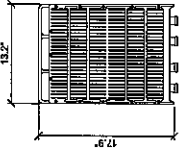


A RAYCAP SURGE PROTECTOR DEVICE (SPD)

MANUFACTURER: ERICSSON
 MODEL: R400-4449
 DIMENSIONS: 17.9" x 13.2" x 10.5" (H x W x D)
 WEIGHT: 70.5 LBS



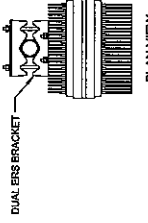
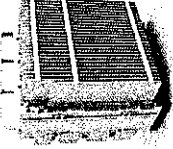
DUAL ERS BRACKET



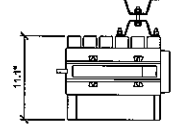
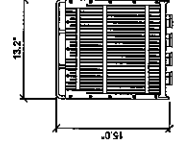
NOTES:
 1. REMOTE RADIO UNITS MUST BE POWERED UP WITHIN 48 HOURS OF INSTALLATION.

B REMOTE RADIO UNIT (RRU)

MANUFACTURER: ERICSSON
 MODEL: RRU 1864
 DIMENSIONS: 15.0" x 13.2" x 11.4" (H x W x D)
 WEIGHT: 75 LBS



DUAL ERS BRACKET



NOTES:
 1. REMOTE RADIO UNITS MUST BE POWERED UP WITHIN 48 HOURS OF INSTALLATION.

C REMOTE RADIO UNIT (RRU)

EQUIPMENT SPECIFICATIONS
 FRANKLIN INDUSTRIAL PARK (#784700)
 FRANKLIN, WISCONSIN

CONSULTANT:
Edge
 Consulting Engineers, Inc.
 150 WATER STREET
 FRANKLIN, WISCONSIN 53140
 WWW.EDGECONSULTING.COM

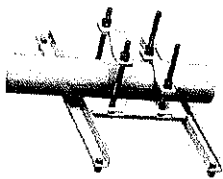
CLIENT:
US Cellular
 1500 CENTRAL EXPRESS BLVD
 4TH FLOOR SUITE 100
 FRANKLIN, WI 53140
 PHONE: 262.592.2200

REVISION	DATE	DESCRIPTION
1.0	02/02/19	REV. A
2.0	02/19/19	REV. B
3.0	03/01/19	REV. C
4.0	03/01/19	REV. D
5.0	03/01/19	REV. E
6.0	03/01/19	REV. F
7.0	03/01/19	REV. G
8.0	03/01/19	REV. H
9.0	03/01/19	REV. I
10.0	03/01/19	REV. J
11.0	03/01/19	REV. K
12.0	03/01/19	REV. L
13.0	03/01/19	REV. M
14.0	03/01/19	REV. N
15.0	03/01/19	REV. O
16.0	03/01/19	REV. P
17.0	03/01/19	REV. Q
18.0	03/01/19	REV. R
19.0	03/01/19	REV. S
20.0	03/01/19	REV. T

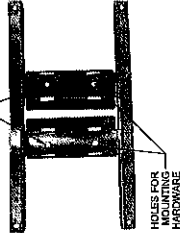
CHECKED BY	DL
DATE	4/4/2019
PROJECT	13/791
PERMIT CODE	
SHEET NUMBER	T-002

THIS SPACE INTENTIONALLY LEFT BLANK

MANUFACTURER: RAYCAP
 MODEL: MOUNTING BRACKET
 INCLUDED WITH RAYCAP SPD.



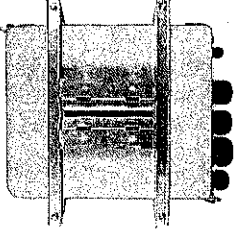
HOLES FOR MOUNTING HARDWARE



HOLES FOR MOUNTING HARDWARE

A

RAYCAP SURGE PROTECTOR DEVICE (SPD) MOUNT



LOCK WASHER

NUT

BOLT

WASHER

MANUFACTURER: ERICSSON
 MODEL: SVA 103 19732
 WEIGHT: 3.75 LBS

BRACKET FOR ATTACHING TWO STANDARD OR HEAVY ERS UNITS WITH A HOLE PATTERN OF 4.33" BY 5.12".
 USE WITH EITHER STANDARD OR SQUARE TUBE. POLE, WALL ANGLE TOWER OR SQUARE TUBE.
 BOLTS FOR ATTACHING TWO ERS UNITS ARE SUPPLIED IN THE PACKAGE.

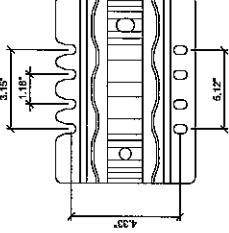
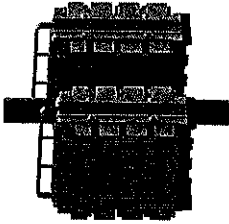


PLATE MOUNTING PATTERN

B

DUAL ERS BRACKET



DUAL RADIO ATTACHMENT



ISOMETRIC VIEW

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THIS SPACE INTENTIONALLY LEFT BLANK

CONSULTANT:
Edge
 Engineering & Architecture, Inc.
 6525 WISCONSIN DRIVE
 SUITE 200
 FRANKLIN, WISCONSIN 53146
 WWW.EDGECONSULTING.COM

CLIENT:
US Cellular
 U.S. CELLULAR - CELLULAR SERVICES
 4901 FARM ROAD, SUITE 100
 FRANKLIN, WISCONSIN 53146
 PHONE: 262.583.5247

MOUNTING SPECIFICATIONS
 FRANKLIN INDUSTRIAL PARK (#784700)
 FRANKLIN, WISCONSIN

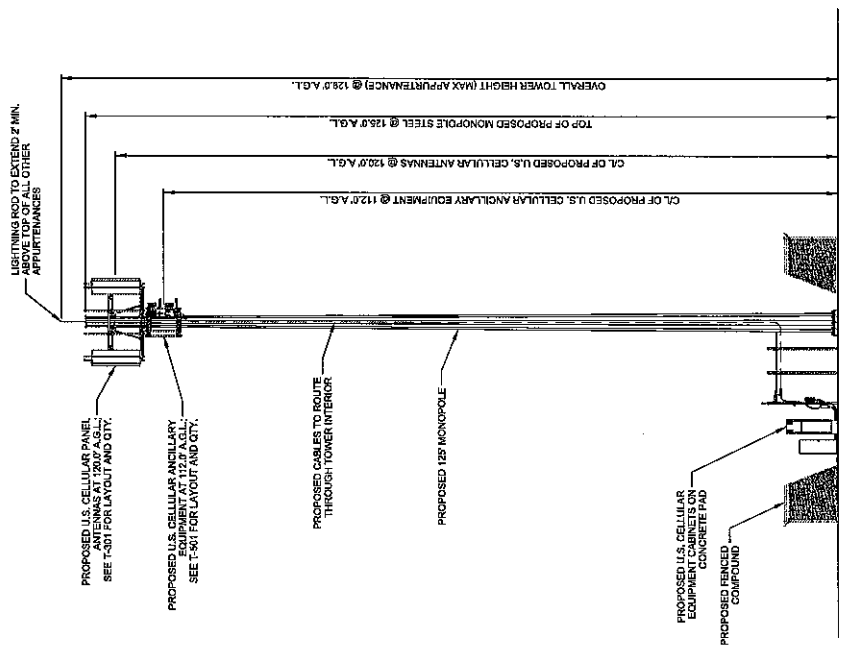
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6.0	09/20/10	REV. F
7.0	09/20/10	REV. G
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9.0	09/20/10	REV. I
10.0	09/20/10	REV. J
11.0	09/20/10	REV. K
12.0	09/20/10	REV. L
13.0	09/20/10	REV. M
14.0	09/20/10	REV. N
15.0	09/20/10	REV. O
16.0	09/20/10	REV. P
17.0	09/20/10	REV. Q
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19.0	09/20/10	REV. S
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21.0	09/20/10	REV. U
22.0	09/20/10	REV. V
23.0	09/20/10	REV. W
24.0	09/20/10	REV. X
25.0	09/20/10	REV. Y
26.0	09/20/10	REV. Z
27.0	09/20/10	REV. AA
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35.0	09/20/10	REV. AI
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249.0	09/20/10	REV. IO
250.0	09/20/10	REV. IP
251.0	09/20/10	REV. IQ
252.0	09/20/10	REV. IR
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259.0	09/20/10	REV. IY
260.0	09/20/10	REV. IZ
261.0	09/20/10	REV. JA
262.0	09/20/10	REV. JB
263.0	09/20/10	REV. JC

CONSULTANT:
Edge
 Consulting Engineers, Inc.
 4201 WISCONSIN DRIVE
 FARMERSVILLE, WISCONSIN 53126
 531.584.1500 FAX
 531.584.1500
 www.edgeinc.com

TOWER:
US Cellular
 U.S. CELLULAR-CORPORATION
 4201 WISCONSIN DRIVE
 FARMERSVILLE, WISCONSIN 53126
 PHONE: 312.553.3344

SITE ELEVATION
 FRANKLIN INDUSTRIAL PARK (#784700)

REV.	DATE	DESCRIPTION
1	02/20/19	REV. A
2	02/20/19	REV. B
3	02/20/19	REV. C
4	02/20/19	REV. D
5	02/20/19	REV. E
6	02/20/19	REV. F
7	02/20/19	REV. G
8	02/20/19	REV. H
9	02/20/19	REV. I
10	02/20/19	REV. J
11	02/20/19	REV. K
12	02/20/19	REV. L
13	02/20/19	REV. M
14	02/20/19	REV. N
15	02/20/19	REV. O
16	02/20/19	REV. P
17	02/20/19	REV. Q
18	02/20/19	REV. R
19	02/20/19	REV. S
20	02/20/19	REV. T
21	02/20/19	REV. U
22	02/20/19	REV. V
23	02/20/19	REV. W
24	02/20/19	REV. X
25	02/20/19	REV. Y
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65	02/20/19	REV. BM
66	02/20/19	REV. BN
67	02/20/19	REV. BO
68	02/20/19	REV. BP
69	02/20/19	REV. BQ
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71	02/20/19	REV. BS
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73	02/20/19	REV. BU
74	02/20/19	REV. BV
75	02/20/19	REV. BW
76	02/20/19	REV. BX
77	02/20/19	REV. BY
78	02/20/19	REV. BZ
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80	02/20/19	REV. CB
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83	02/20/19	REV. CE
84	02/20/19	REV. CF
85	02/20/19	REV. CG
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87	02/20/19	REV. CI
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103	02/20/19	REV. CY
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110	02/20/19	REV. DF
111	02/20/19	REV. DG
112	02/20/19	REV. DH
113	02/20/19	REV. DI
114	02/20/19	REV. DJ
115	02/20/19	REV. DK
116	02/20/19	REV. DL



NOTES:
 1. CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNAS WITH PROJECT MANAGER.
 2. CONTRACTOR TO VERIFY LIGHTNING ROD EXTENDS 2' MIN. ABOVE ALL ANTENNAS & EQUIPMENT.

A SITE ELEVATION
 SCALE: 1/4" = 1'-0"
 3/8" = 1'-0"

REVISION	DATE	DESCRIPTION
1	02/20/18	REV. A
2	02/20/18	REV. B
3	02/20/18	REV. C
4	02/20/18	REV. D
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11	02/20/18	REV. K
12	02/20/18	REV. L
13	02/20/18	REV. M
14	02/20/18	REV. N
15	02/20/18	REV. O
16	02/20/18	REV. P
17	02/20/18	REV. Q
18	02/20/18	REV. R
19	02/20/18	REV. S
20	02/20/18	REV. T
21	02/20/18	REV. U
22	02/20/18	REV. V
23	02/20/18	REV. W
24	02/20/18	REV. X
25	02/20/18	REV. Y
26	02/20/18	REV. Z
27	02/20/18	REV. AA
28	02/20/18	REV. AB
29	02/20/18	REV. AC
30	02/20/18	REV. AD
31	02/20/18	REV. AE
32	02/20/18	REV. AF
33	02/20/18	REV. AG
34	02/20/18	REV. AH
35	02/20/18	REV. AI
36	02/20/18	REV. AJ
37	02/20/18	REV. AK
38	02/20/18	REV. AL
39	02/20/18	REV. AM
40	02/20/18	REV. AN
41	02/20/18	REV. AO
42	02/20/18	REV. AP
43	02/20/18	REV. AQ
44	02/20/18	REV. AR
45	02/20/18	REV. AS
46	02/20/18	REV. AT
47	02/20/18	REV. AU
48	02/20/18	REV. AV
49	02/20/18	REV. AW
50	02/20/18	REV. AX
51	02/20/18	REV. AY
52	02/20/18	REV. AZ
53	02/20/18	REV. BA
54	02/20/18	REV. BB
55	02/20/18	REV. BC
56	02/20/18	REV. BD
57	02/20/18	REV. BE
58	02/20/18	REV. BF
59	02/20/18	REV. BG
60	02/20/18	REV. BH
61	02/20/18	REV. BI
62	02/20/18	REV. BJ
63	02/20/18	REV. BK
64	02/20/18	REV. BL
65	02/20/18	REV. BM
66	02/20/18	REV. BN
67	02/20/18	REV. BO
68	02/20/18	REV. BP
69	02/20/18	REV. BQ
70	02/20/18	REV. BR
71	02/20/18	REV. BS
72	02/20/18	REV. BT
73	02/20/18	REV. BU
74	02/20/18	REV. BV
75	02/20/18	REV. BW
76	02/20/18	REV. BX
77	02/20/18	REV. BY
78	02/20/18	REV. BZ
79	02/20/18	REV. CA
80	02/20/18	REV. CB
81	02/20/18	REV. CC
82	02/20/18	REV. CD
83	02/20/18	REV. CE
84	02/20/18	REV. CF
85	02/20/18	REV. CG
86	02/20/18	REV. CH
87	02/20/18	REV. CI
88	02/20/18	REV. CJ
89	02/20/18	REV. CK
90	02/20/18	REV. CL
91	02/20/18	REV. CM
92	02/20/18	REV. CN
93	02/20/18	REV. CO
94	02/20/18	REV. CP
95	02/20/18	REV. CQ
96	02/20/18	REV. CR
97	02/20/18	REV. CS
98	02/20/18	REV. CT
99	02/20/18	REV. CU
100	02/20/18	REV. CV
101	02/20/18	REV. CW
102	02/20/18	REV. CX
103	02/20/18	REV. CY
104	02/20/18	REV. CZ
105	02/20/18	REV. DA
106	02/20/18	REV. DB
107	02/20/18	REV. DC
108	02/20/18	REV. DD
109	02/20/18	REV. DE
110	02/20/18	REV. DF
111	02/20/18	REV. DG
112	02/20/18	REV. DH
113	02/20/18	REV. DI
114	02/20/18	REV. DJ
115	02/20/18	REV. DK
116	02/20/18	REV. DL
117	02/20/18	REV. DM
118	02/20/18	REV. DN
119	02/20/18	REV. DO
120	02/20/18	REV. DP
121	02/20/18	REV. DQ
122	02/20/18	REV. DR
123	02/20/18	REV. DS
124	02/20/18	REV. DT
125	02/20/18	REV. DU
126	02/20/18	REV. DV
127	02/20/18	REV. DW
128	02/20/18	REV. DX
129	02/20/18	REV. DY
130	02/20/18	REV. DZ
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136	02/20/18	REV. EF
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138	02/20/18	REV. EH
139	02/20/18	REV. EI
140	02/20/18	REV. EJ
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142	02/20/18	REV. EL
143	02/20/18	REV. EM
144	02/20/18	REV. EN
145	02/20/18	REV. EO
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147	02/20/18	REV. EQ
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150	02/20/18	REV. ET
151	02/20/18	REV. EU
152	02/20/18	REV. EV
153	02/20/18	REV. EW
154	02/20/18	REV. EX
155	02/20/18	REV. EY
156	02/20/18	REV. EZ
157	02/20/18	REV. FA
158	02/20/18	REV. FB
159	02/20/18	REV. FC
160	02/20/18	REV. FD
161	02/20/18	REV. FE
162	02/20/18	REV. FF
163	02/20/18	REV. FG
164	02/20/18	REV. FH
165	02/20/18	REV. FI
166	02/20/18	REV. FJ
167	02/20/18	REV. FK
168	02/20/18	REV. FL
169	02/20/18	REV. FM
170	02/20/18	REV. FN
171	02/20/18	REV. FO
172	02/20/18	REV. FP
173	02/20/18	REV. FQ
174	02/20/18	REV. FR
175	02/20/18	REV. FS
176	02/20/18	REV. FT
177	02/20/18	REV. FU
178	02/20/18	REV. FV
179	02/20/18	REV. FW
180	02/20/18	REV. FX
181	02/20/18	REV. FY
182	02/20/18	REV. FZ
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186	02/20/18	REV. GD
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188	02/20/18	REV. GF
189	02/20/18	REV. GG
190	02/20/18	REV. GH
191	02/20/18	REV. GI
192	02/20/18	REV. GJ
193	02/20/18	REV. GK
194	02/20/18	REV. GL
195	02/20/18	REV. GM
196	02/20/18	REV. GN
197	02/20/18	REV. GO
198	02/20/18	REV. GP
199	02/20/18	REV. GQ
200	02/20/18	REV. GR
201	02/20/18	REV. GS
202	02/20/18	REV. GT
203	02/20/18	REV. GU
204	02/20/18	REV. GV
205	02/20/18	REV. GW
206	02/20/18	REV. GX
207	02/20/18	REV. GY
208	02/20/18	REV. GZ
209	02/20/18	REV. HA
210	02/20/18	REV. HB
211	02/20/18	REV. HC
212	02/20/18	REV. HD
213	02/20/18	REV. HE
214	02/20/18	REV. HF
215	02/20/18	REV. HG
216	02/20/18	REV. HH
217	02/20/18	REV. HI
218	02/20/18	REV. HJ
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223	02/20/18	REV. HO
224	02/20/18	REV. HP
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226	02/20/18	REV. HR
227	02/20/18	REV. HS
228	02/20/18	REV. HT
229	02/20/18	REV. HU
230	02/20/18	REV. HV
231	02/20/18	REV. HW
232	02/20/18	REV. HX
233	02/20/18	REV. HY
234	02/20/18	REV. HZ
235	02/20/18	REV. IA
236	02/20/18	REV. IB
237	02/20/18	REV. IC
238	02/20/18	REV. ID
239	02/20/18	REV. IE
240	02/20/18	REV. IF
241	02/20/18	REV. IG
242	02/20/18	REV. IH
243	02/20/18	REV. II
244	02/20/18	REV. IJ
245	02/20/18	REV. IK
246	02/20/18	REV. IL
247	02/20/18	REV. IM
248	02/20/18	REV. IN
249	02/20/18	REV. IO
250	02/20/18	REV. IP
251	02/20/18	REV. IQ
252	02/20/18	REV. IR
253	02/20/18	REV. IS
254	02/20/18	REV. IT
255	02/20/18	REV. IU
256	02/20/18	REV. IV
257	02/20/18	REV. IW
258	02/20/18	REV. IX
259	02/20/18	REV. IY
260	02/20/18	REV. IZ
261	02/20/18	REV. JA
262	02/20/18	REV. JB
263	02/20/18	REV. JC
264	02/20/18	REV. JD
265	02/20/18	REV. JE
266	02/20/18	REV. JF
267	02/20/18	REV. JG
268	02/20/18	REV. JH
269	02/20/18	REV. JI
270	02/20/18	REV. JJ
271	02/20/18	REV. JK
272	02/20/18	REV. JL
273	02/20/18	REV. JM
274	02/20/18	REV. JN
275	02/20/18	REV. JO
276	02/20/18	REV. JP
277	02/20/18	REV. JQ
278	02/20/18	REV. JR
279	02/20/18	REV. JS
280	02/20/18	REV. JT
281	02/20/18	REV. JU
282	02/20/18	REV. JV
283	02/20/18	REV. JW
284	02/20/18	REV. JX
285	02/20/18	REV. JY
286	02/20/18	REV. JZ
287	02/20/18	REV. KA
288	02/20/18	REV. KB
289	02/20/18	REV. KC
290	02/20/18	REV. KD
291	02/20/18	REV. KE
292	02/20/18	REV. KF
293	02/20/18	REV. KG
294	02/20/18	REV. KH
295	02/20/18	REV. KI
296	02/20/18	REV. KJ
297	02/20/18	REV. KK
298	02/20/18	REV. KL
299	02/20/18	REV. KM
300	02/20/18	REV. KN
301	02/20/18	REV. KO
302	02/20/18	REV. KP
303	02/20/18	REV. KQ
304	02/20/18	REV. KR
305	02/20/18	REV. KS
306	02/20/18	REV. KT
307	02/20/18	REV. KU
308	02/20/18	REV. KV
309	02/20/18	REV. KW
310	02/20/18	REV

EUPEN CABLE LENGTH

HYBRID CABLE QUANTITY FROM EQUIPMENT CABINET	1
POWER CABLE QUANTITY FROM EQUIPMENT CABINET	1
LENGTH ALONG ICE PRONG	15 FT
LENGTH FROM O.C. TO TOWER TOP RAYCAP SPD	115 FT
TOTAL LENGTH OF HYBRID CABLE	130 FT
REQUIRED LENGTH **	150 FT

U.S. CELLULAR PRE-ORDERED HYBRID CABLE LENGTH | TBD

* 410 AWG = TYPICAL HYBRID CABLE

** 550 AWG = LOW INDUCTANCE HYBRID CABLE

RET CABLE INFO

ANTENNA TO RELAYE RADIO	QUANTITY	LENGTH
ALPHA SECTOR	2	33.0 FT
BETA SECTOR	2	33.0 FT
GAMMA SECTOR	2	33.0 FT

* STANDARD RET CABLE LENGTH OF 10 METERS

** APPROVAL REQ'D FOR ADDITIONAL RET CABLE LENGTH

POWER JUMPER CABLE INFO

RAYCAP SPD TO RELAYE RADIO (R181S2)	QUANTITY	LENGTH
ALPHA SECTOR	2	16.4 FT
BETA SECTOR	2	16.4 FT
GAMMA SECTOR	2	16.4 FT

RAYCAP SPD TO RELAYE RADIO (B282A)

QUANTITY	LENGTH
ALPHA SECTOR	2
BETA SECTOR	2
GAMMA SECTOR	2

ALL SECTORS MUST HAVE THE SAME JUMPER LENGTHS

* PREFERRED JUMPER LENGTH OF 50 (16.4)

** HANGING JUMPER LENGTH OF 66 (18.7)

POWER JUMPER CABLE INFO (SHUNTEN)

RAYCAP SPD TO POWER BRN JACK	QUANTITY	LENGTH
BETA RAYCAP	5	33.0 FT
BETA RAYCAP	5	33.0 FT

FIBER JUMPER CABLE INFO

RAYCAP SPD TO RELAYE RADIO (R181S2)	QUANTITY	LENGTH
ALPHA SECTOR	2	16.4 FT
BETA SECTOR	2	16.4 FT
GAMMA SECTOR	2	16.4 FT

RAYCAP SPD TO RELAYE RADIO (B282A)

QUANTITY	LENGTH
ALPHA SECTOR	1
BETA SECTOR	1
GAMMA SECTOR	1

ALL SECTORS MUST HAVE THE SAME JUMPER LENGTHS

* PREFERRED JUMPER LENGTH OF 50 (16.4)

** HANGING JUMPER LENGTH OF 66 (18.7)

FIBER JUMPER CABLE INFO (SHUNTEN)

RAYCAP SPD TO RF RACK	QUANTITY	LENGTH
BETA RAYCAP	5	33.0 FT
BETA RAYCAP	5	33.0 FT

COAX JUMPER CABLE INFO

RELAYE RADIO TO ANTENNA (R181S)	QUANTITY	LENGTH
ALPHA SECTOR	4	25 FT*
BETA SECTOR	4	25 FT*
GAMMA SECTOR	4	25 FT*

RELAYE RADIO TO ANTENNA (B282A)

QUANTITY	LENGTH
ALPHA SECTOR	8
BETA SECTOR	8
GAMMA SECTOR	8

ALL SECTORS MUST HAVE THE SAME JUMPER LENGTHS

* APPROVED JUMPER LENGTHS: 25 FT. MIN. TO 30 FT. MAX.

** U.S. CELLULAR PRE-ORDERED JUMPER LENGTHS.

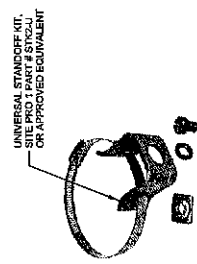
A CABLE LENGTHS

MANUFACTURER: SITE PRO 1

MODEL: STC1U
UNIVERSAL TOWER STANDOFF KIT
FITS 1-1/2" DIA. TO 3" DIA. ROUND MEMBERS

MODEL: TESSA
7/8" STACKABLE SWAP-IN HANGER

MODEL: BCU1BX
UNIVERSAL BARREL CUSHION
ACCEPTS 3/16" TO 5/8" O.D. CABLES
7/8" MATING HANGER

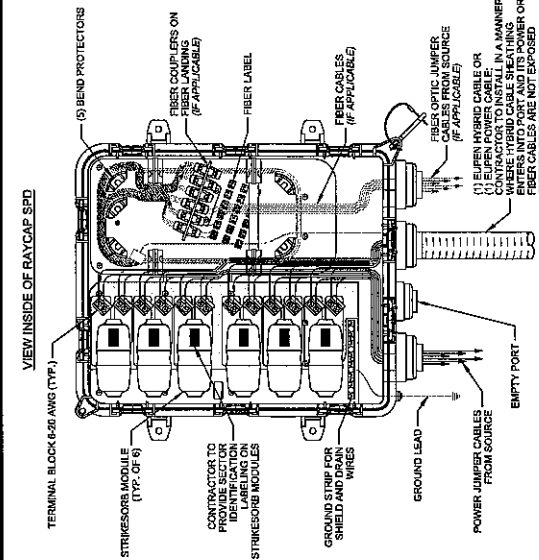


7/8" STACKABLE SWAP-IN HANGER,
UNIVERSAL BARREL CUSHION OR
APPROVED EQUIVALENT



UNIVERSAL BARREL CUSHIONS,
SITE PRO PART # BCU1BX,
ACCEPTS 3/16" TO 5/8" O.D.
CABLES; MATING HANGER SIZE
7/8"

C JUMPER ATTACHMENT



D RAYCAP SURGE PROTECTOR DEVICE (SPD) CABLING

MANUFACTURER: EUPEN

MODEL: EUPEN HYBRID 1142ZAWGSS (1142R1D)

MAXIMUM PULLING STRENGTH: 150 LBS

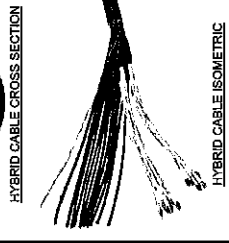
MAXIMUM PULLING STRENGTH: 150 LBS

MAXIMUM HANGER SPACING: 1.0 m

APPROX. WEIGHT: 250g (light) (155 LBFT)

1-1/4" HYBRID FIBER OPTIC CABLE WITH 48V SHIELDING WITH UV RESISTANT PE JACKET

MAXIMUM CABLE LENGTH OF 410'



MANUFACTURER: EUPEN

MODEL: EUPEN POWER 12AWG08 (POWER)

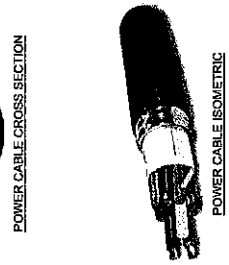
MAXIMUM PULLING STRENGTH: 150 LBS

MAXIMUM PULLING STRENGTH: 150 LBS

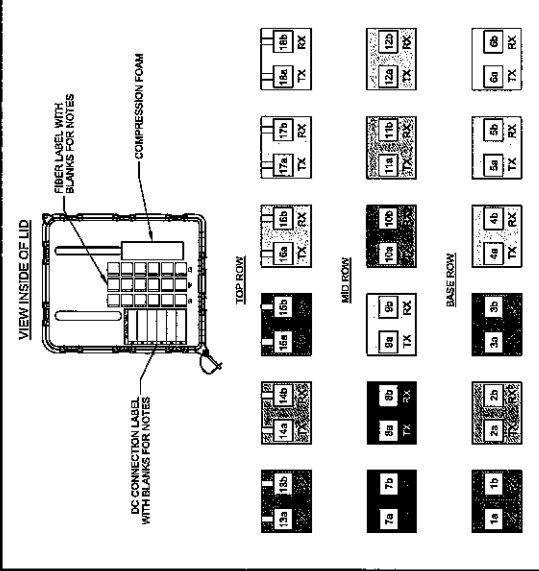
MAXIMUM HANGER SPACING: 1.0 m

APPROX. WEIGHT: 250g (light) (155 LBFT)

1-1/4" CABLE WITH 48V ENERGY FEEDER IN SHIELDING WITH UV RESISTANT PE JACKET



B EUPEN HYBRID AND POWER CABLES

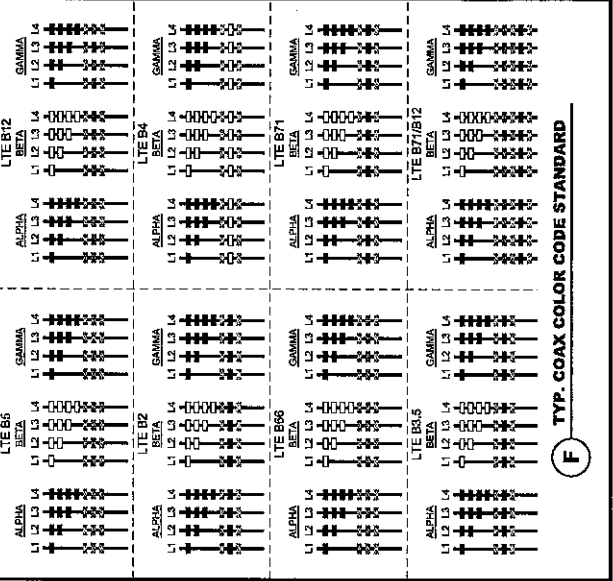
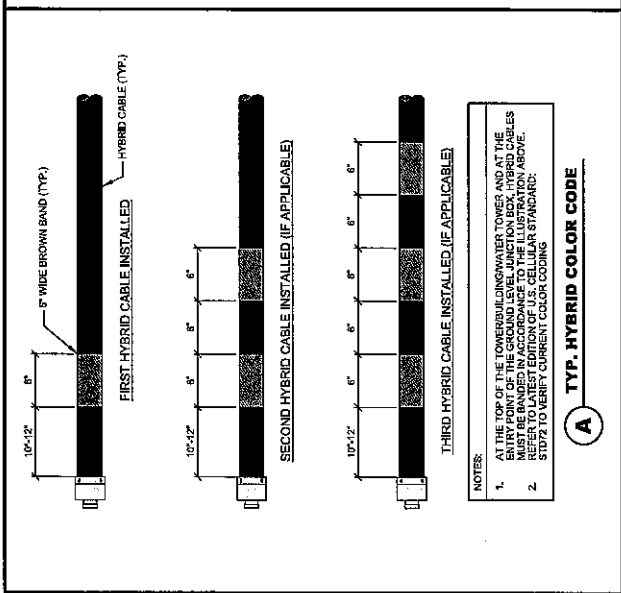
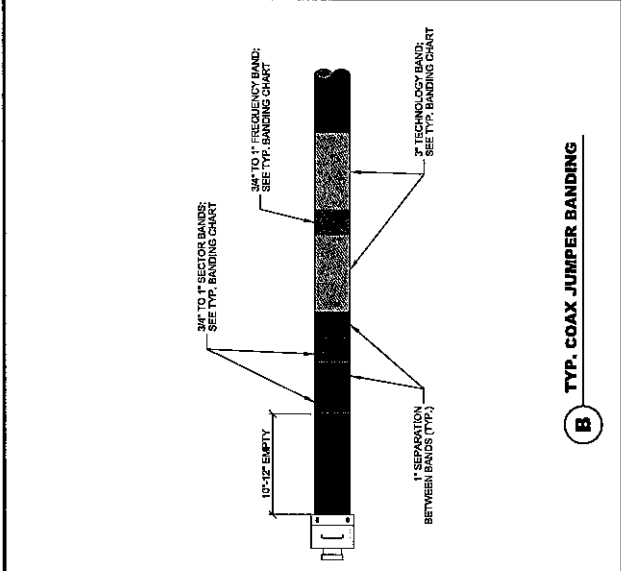
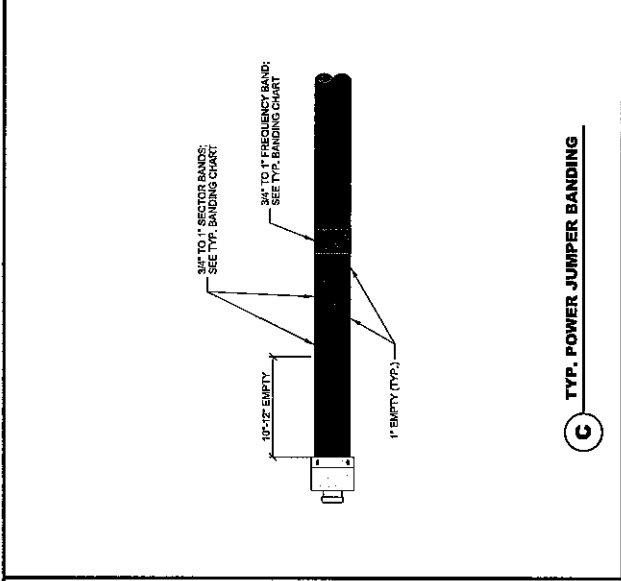


REVISIONS

NO.	DATE	DESCRIPTION
1	02/20/10	REV. A
2	04/20/10	REV. B
3	04/20/10	REV. C

APPROVED

DESIGNED BY	DL
CHECKED BY	
DATE	4/4/2010
PROJECT NUMBER	18791
SHEET NUMBER	
SHEET TOTAL	T-502



E TYP. BANDING CHART

TECHNOLOGY BAND	ASSIGNED COLOR	LINE 1 (CDMA)	LINE 2 (LTE)	LINE 3 (CDMA)	LINE 4 (CDMA)
ALPHA	RED	(1) RED BAND	(1) RED BAND	(1) RED BAND	(2) RED BANDS
BETA	WHITE	(1) RED BAND	(1) RED BAND	(1) RED BAND	(2) RED BANDS
GAMMA	BLUE	(1) BLUE BAND	(1) BLUE BAND	(1) BLUE BAND	(2) BLUE BANDS
(IF APPLICABLE)	GREEN	(1) GREEN BAND	(1) GREEN BAND	(1) GREEN BAND	(2) GREEN BANDS
(IF APPLICABLE)	VIOLET	(1) VIOLET BAND	(1) VIOLET BAND	(1) VIOLET BAND	(2) VIOLET BANDS
(IF APPLICABLE)	BROWN	(1) BROWN BAND	(1) BROWN BAND	(1) BROWN BAND	(2) BROWN BANDS

F TYP. COAX COLOR CODE STANDARD

SECTOR	ASSIGNED COLOR	LINE 1 (CDMA)	LINE 2 (LTE)	LINE 3 (CDMA)	LINE 4 (CDMA)
ALPHA	RED	(1) RED BAND	(1) RED BAND	(1) RED BAND	(2) RED BANDS
BETA	WHITE	(1) RED BAND	(1) RED BAND	(1) RED BAND	(2) RED BANDS
GAMMA	BLUE	(1) BLUE BAND	(1) BLUE BAND	(1) BLUE BAND	(2) BLUE BANDS
(IF APPLICABLE)	GREEN	(1) GREEN BAND	(1) GREEN BAND	(1) GREEN BAND	(2) GREEN BANDS
(IF APPLICABLE)	VIOLET	(1) VIOLET BAND	(1) VIOLET BAND	(1) VIOLET BAND	(2) VIOLET BANDS
(IF APPLICABLE)	BROWN	(1) BROWN BAND	(1) BROWN BAND	(1) BROWN BAND	(2) BROWN BANDS

FREQUENCY BAND

FREQUENCY	BAND	BANDING
700	B12	GREEN
800	B5	BROWN
1900	B2	BLUE
2100	B4	WHITE
2100	B66	BLACK
600	B71	VIOLET
3.5 GHz	-	RED

NOTE:
1. REFER TO LATEST EDITION OF U.S. CELLULAR STANDARD: STD22 TO VERIFY CURRENT COLOR CODING.

RET SECTOR BAND

SECTOR	ASSIGNED COLOR	LINE 1	LINE 2
ALPHA	RED	(1) RED BAND	(2) RED BANDS
BETA	WHITE	(1) WHITE BAND	(2) WHITE BANDS
GAMMA	BLUE	(1) BLUE BAND	(2) BLUE BANDS

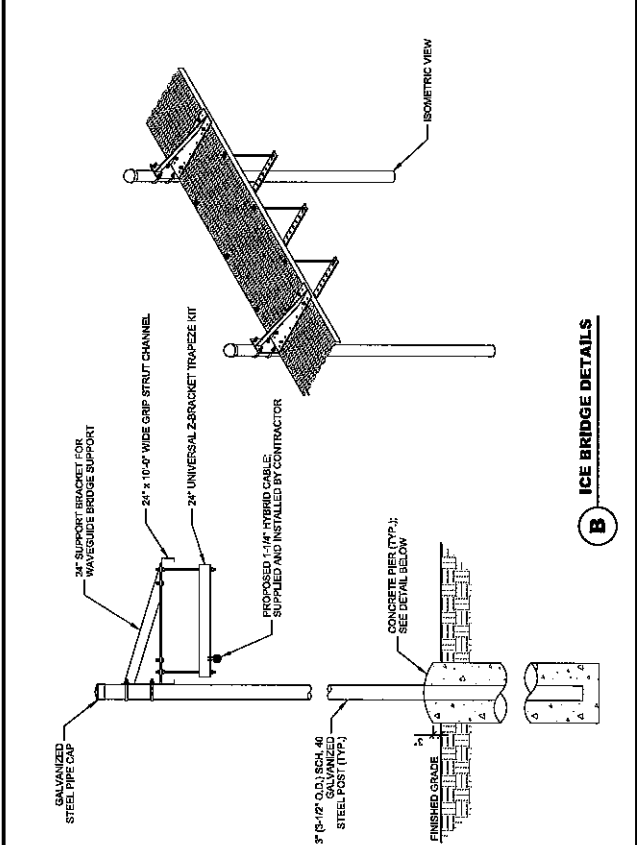
Edge
 Consulting Engineers, Inc.
 1400 W. Lincoln Ave. Suite 100
 Franklin, WI 53128
 (262) 781-1000 FAX
 www.edgeconsulting.com

US Cellular
 US Cellular - Cedar Rapids
 4801 Rockwell Ave. Suite 100
 Cedar Rapids, IA 52402
 PHONE: 319.266.2847

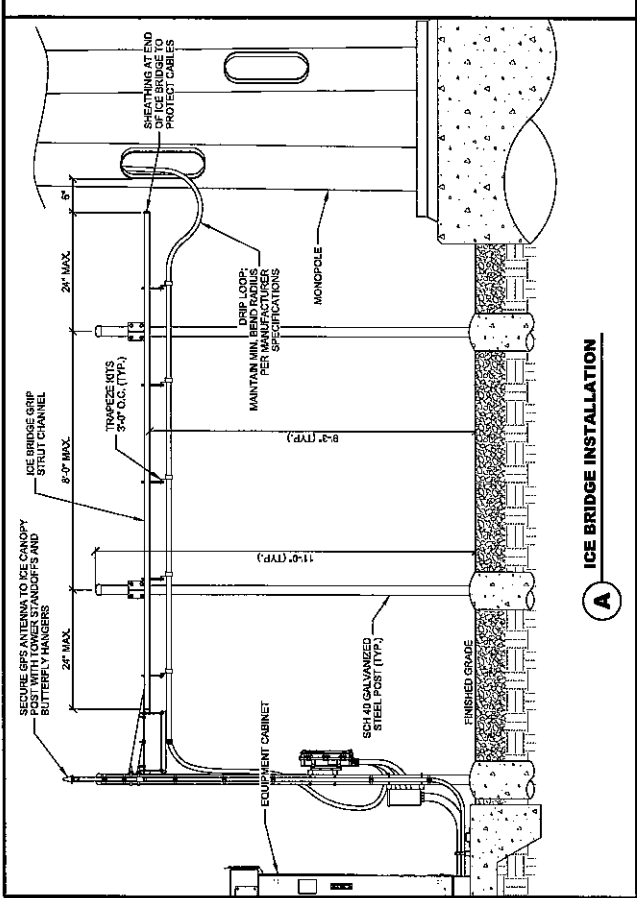
ICE BRIDGE DETAILS
 FRANKLIN INDUSTRIAL PARK (#787400)

DATE	DESCRIPTION
7/17/2019	REV. A
8/1/2019	REV. B
8/1/2019	REV. C
8/1/2019	REV. D

CHECKED BY	DL
DATE	4/6/2019
DRAWING NUMBER	10791
SHEET TYPE	PERMIT CDS
SHEET NUMBER	T-504



A ICE BRIDGE INSTALLATION

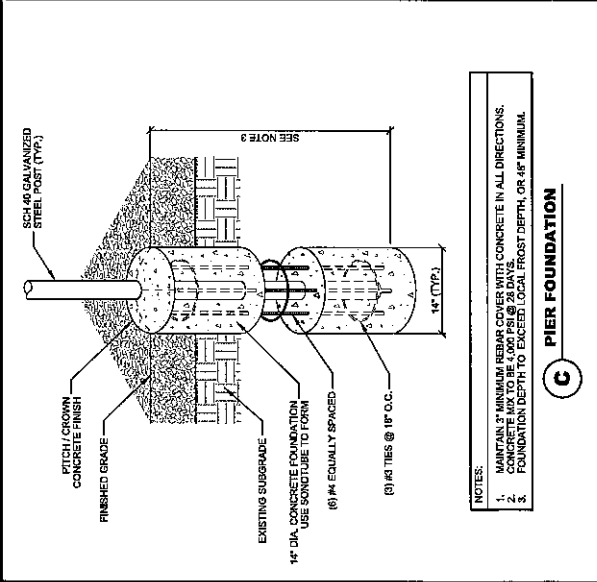


B ICE BRIDGE DETAILS

ICE BRIDGE NOTES : (THIS SHEET)

1. FOR COMPONENTS AS SHOWN IN STANDARD DETAILS, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 8' FOR A 10' SECTION.
2. SPACES IN SECTIONS OF BRIDGE CHANNEL SHALL BE INSTALLED AT SUPPORTS, WHERE POSSIBLE, OR AT MOST 7' FROM A SUPPORT.
3. FREE ENDS OF ICE BRIDGE CHANNELS SHALL NOT EXCEED A CANTILEVER DISTANCE OF 2' FROM A SUPPORT.
4. CUT BRIDGE CHANNEL SECTIONS SHALL HAVE RAW EDGES TREATED WITH COLD GALVANIZING SPRAY.
5. DEVIATIONS FROM STANDARDS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH MANUFACTURERS AND ENGINEERS APPROVAL.
6. DEVIATIONS FROM ICE BRIDGE FOUNDATIONS SHOWN ON SITE SPECIFIC DRAWINGS OR STANDARD DETAILS REQUIRE ENGINEERING APPROVAL.

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C PIER FOUNDATION

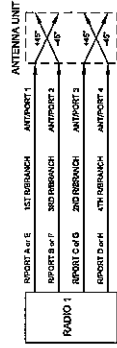
NOTES:

1. MAINTAIN 2" MINIMUM REBAR COVER WITH CONCRETE IN ALL DIRECTIONS.
2. CONCRETE MAX TO BE 4,000 PSI @ 28 DAYS.
3. FOUNDATION DEPTH TO EXCEED LOCAL FROST DEPTH, OR 48" MINIMUM.

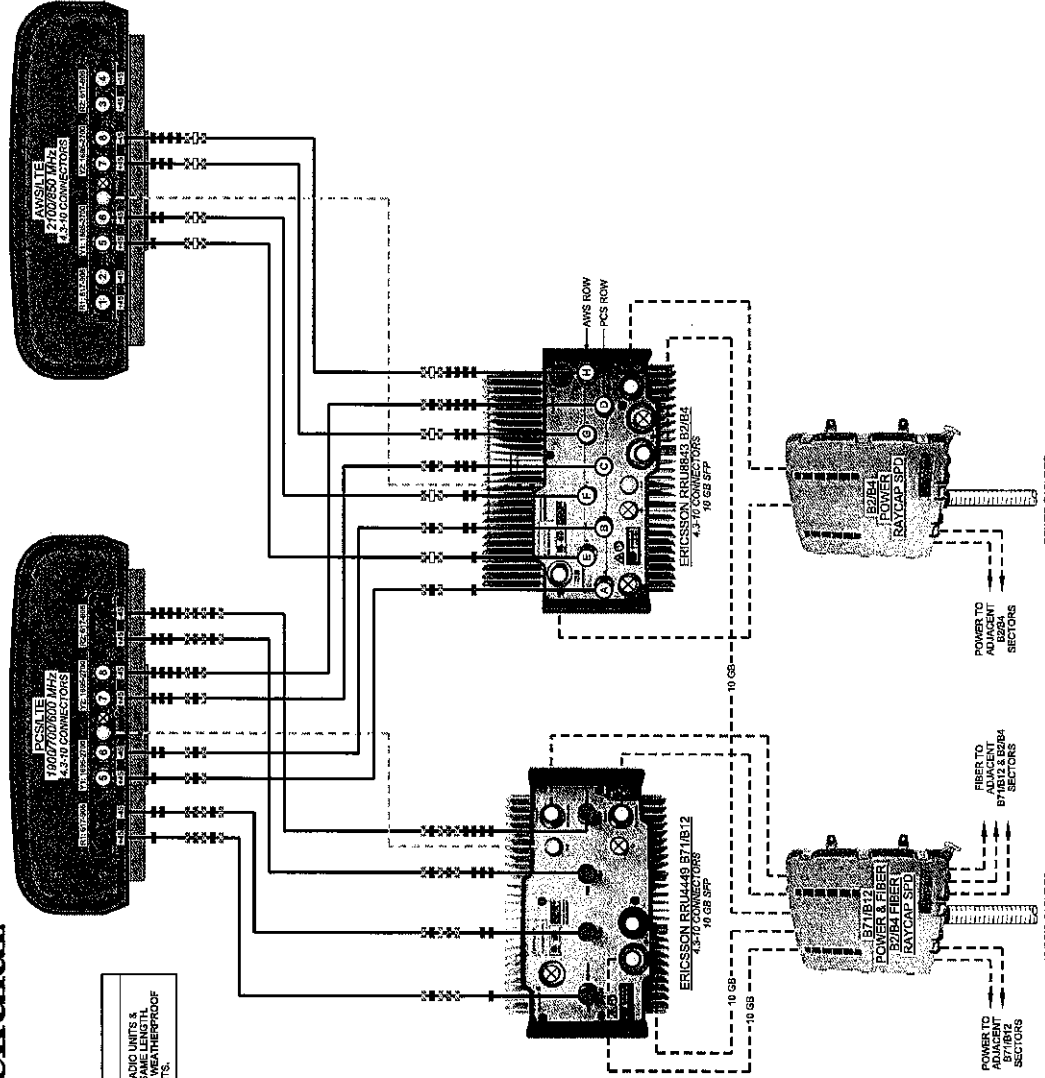


**E// B71/B12 / B2/B4
PER SECTOR CONFIGURATION**

CROSS POLE ANT. TO RADIO PORT DIAGRAM



- NOTES:**
1. ALL JUMPERS BETWEEN RADIO UNITS & ANTENNAS MUST BE THE SAME LENGTH.
 2. WEATHERPROOF ALL UN-USED PORTS.



CABLE LEGEND

	EIPEN HYBRID CABLE
	EIPEN POWER CABLE
	1/2" COAX JUMPER
	FIBER JUMPER
	POWER JUMPER
	RET JUMPER
	MID BAND PORT
	LOW BAND PORT
	WEATHERPROOF CAP

Edge
Consulting Engineers, Inc.
10000 WISCONSIN DRIVE
FRANKLIN, WISCONSIN 53146
TEL: 262.581.7000
WWW.EDGECONSULTING.COM

U.S. Cellular
U.S. CELLULAR - COMMERCIAL MARKS
4301 BROADWAY, SUITE 100
FRANKLIN, WISCONSIN 53146
PHONE: 262.581.2400

PLUMBING DIAGRAM
FRANKLIN INDUSTRIAL PARK (#784700)
FRANKLIN, WISCONSIN

SECRET

REVISION	DATE	DESCRIPTION
1	02/28/18	REV. A
2	03/01/18	REV. B
3	03/01/18	REV. C
4	03/01/18	REV. D
5	03/01/18	REV. E
6	03/01/18	REV. F
7	03/01/18	REV. G
8	03/01/18	REV. H
9	03/01/18	REV. I
10	03/01/18	REV. J
11	03/01/18	REV. K
12	03/01/18	REV. L
13	03/01/18	REV. M
14	03/01/18	REV. N
15	03/01/18	REV. O
16	03/01/18	REV. P
17	03/01/18	REV. Q
18	03/01/18	REV. R
19	03/01/18	REV. S
20	03/01/18	REV. T
21	03/01/18	REV. U
22	03/01/18	REV. V
23	03/01/18	REV. W
24	03/01/18	REV. X
25	03/01/18	REV. Y
26	03/01/18	REV. Z

CHECKED BY: DL
DATE: 04/20/19
DESIGNED BY: 18/81
DRAWN BY: 18/81
PERMIT NO: T-505
SHEET NUMBER: 18/81
SHEET TOTAL: 18/81

PLUMBING DIAGRAM: AX109
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CONSULTANT:



Edge Consulting Engineers, Inc.
 4000 WISCONSIN STREET
 GREENFIELD, WISCONSIN 54601
 PHONE: 715.535.2200
 WWW.EDGECONSULTING.COM

CLIENT:



U.S. CELLULAR - CDMA RACKS
 4200 WISCONSIN STREET, SUITE 101
 GREENFIELD, WISCONSIN 54601
 PHONE: 715.535.2344

EQUIPMENT PAD NOTES
 FRANKLIN INDUSTRIAL PARK (#784700)
 FRANKLIN, WISCONSIN

NO.	DATE	DESCRIPTION
1.0	02/09/18	REV. A
2.0	02/22/18	REV. B
3.0	06/05/19	REV. C
4.0	06/05/19	REV. D

DESIGNED BY	DL
CHECKED BY	
DATE	4/4/2019
PROJECT NUMBER	18191
PERMIT CODE	
SHEET NUMBER	A-001

EQUIPMENT PAD RACK:

- ① 2'-0" WIDE X 6'-0" LONG ICE BRIDGE. SEE A-501 FOR DETAILS.
- ② P-100BT GALV. UNISTRUT OR APPROVED EQUIV. UNISTRUT TO BE CUT TO LENGTH TO ENSURE PROPER FASTENING TO POST WITHOUT EXCESS.
- ③ UNISTRUT END CAP AT EACH END OF UNISTRUT. SITE PROJ. TR. UNICAP OR APPROVED EQUIV.
- ④ HYBRID CABLE.
- ⑤ MANTAIN MINIMUM BEND RADIUS.
- ⑥ HEAVY-DUTY UNIVERSAL COAX SUPPORT BRACKET. SEE A-501 FOR DETAILS.
- ⑦ GPS ANTENNA SECURED TO ICE BRIDGE POST. SEE A-501 FOR DETAILS.
- ⑧ CONCRETE PIER. SEE A-501 FOR DETAILS.

CONCRETE AND REINFORCING NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL BUILDING CODE REQUIREMENTS AND MOST CURRENT VERSION OF ACI STANDARDS.
2. ALL CONCRETE SHALL BE SPECIFICALLY NOTED SHALL BE NORMAL WEIGHT (145 PCF) AND SHALL ACHIEVE A 28-DAY COMPRESSIVE STRENGTH (C) OF 4,000 PSI. EXPOSED EXTERIOR CONCRETE TO BE FINISHED WITH BRUSHED OR BROOM FINISH. ALL CONCRETE SHALL PERFORM CONCRETE SLUMP TEST (7" MAX SLUMP). NO WATER TO BE ADDED AFTER SLUMP HAS BEEN MEASURED.
3. ALL REINFORCING SHALL BE #4 OR #5. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH ACI STANDARDS.
4. REMOVE ALL ORGANIC MATERIAL, SOFT AND/OR UNSUITABLE SOILS FROM FOUNDATION FOOTPRINT. DO NOT UTILIZE THESE SOILS FOR BACKFILL.
5. CONSULT GEOTECHNICAL INVESTIGATION REPORT FOR ANTICIPATED SOIL CONDITIONS. FOUNDATION DESIGN SHALL BE BASED ON THE SOIL BEARING CAPACITY OF 2000 PSF AND MAX. PLASTICITY INDEX OF 20.
6. FOUNDATION DESIGN SHALL BE BASED ON THE SOIL BEARING CAPACITY OF 2000 PSF AND MAX. PLASTICITY INDEX OF 20.
7. SOILS NOT MEETING THE DESIGN BEARING STRENGTH SHALL BE EXCAVATED TO A DEPTH WHERE THE DESIGN BEARING CAPACITY IS MET. ONE FOOT ON EACH SIDE OF THE FOOTING SHALL BE EXCAVATED TO A DEPTH CONSULT WITH ENGINEER FOR REQUIRED UNDERCUT DEPTH. FOUNDATIONS TO ENSURE POSITIVE DRAINAGE FROM ALL FOUNDATIONS.
- 8.

EQUIPMENT:

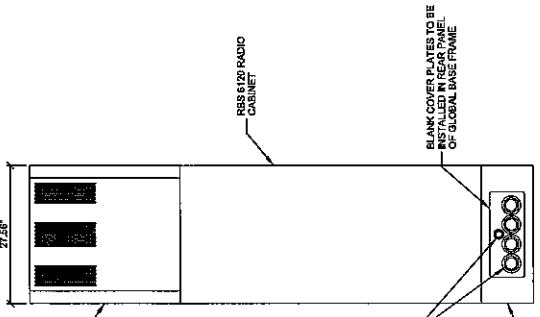
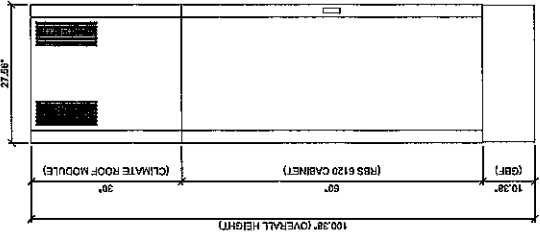
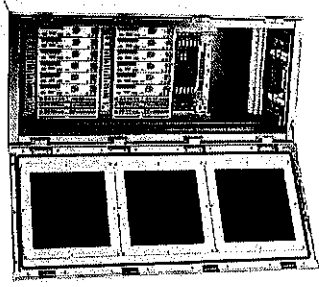
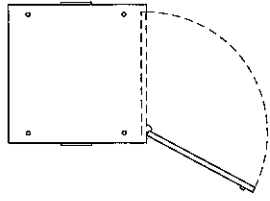
- ① LTE EQUIPMENT CABINET WITH MOUNTING PLINTH. SEE A-402 FOR DETAILS.
- ② BATTERY BACKUP CABINET. SEE A-402 FOR DETAILS.
- ③ RAYCAP SPD SECURED TO ICE BRIDGE. SEE C-102 FOR QUANTITY.
- ④ 12" x 12" x 6" FIBERPOWER JUNCTION BOX SECURED TO UNISTRUT.
- ⑤ GROUND BARS ON INSULATORS.

CONDUITS:

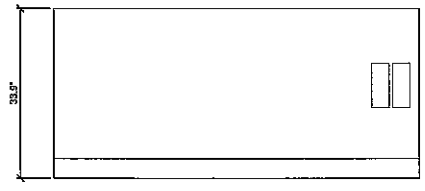
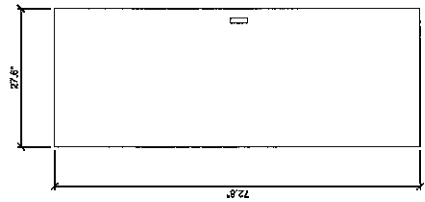
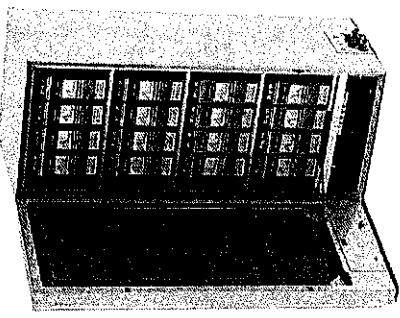
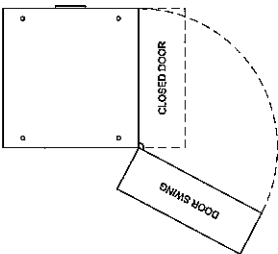
- ① 1-1/2" (1.625" O.D.) SCH. 40 PVC CONDUIT STUB-UPS WITH PULL STRING TO FIBER VAULT (TYP. OF 2). STUB-UP CONDUITS IN FRONT CORNER OF COMPOUND FOR MICROWAVE DISH INSTALLATIONS.
- ② 2" (2.375" O.D.) SCH. 40 PVC CONDUIT STUB-UP WITH PULL STRING TO PPC ALARM CABLE TO PPC.
- ③ 1" (1.315" O.D.) SCH. 40 PVC CONDUIT STUB-UP TO WITH PULL STRING FOR ALARM CABLE TO PPC.
- ④ 2-1/2" (2.625" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM LTE EQUIPMENT CABINET PLINTH TO JUNCTION BOX (TYP. OF 2).
- ⑤ 2-1/2" (2.625" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM BATTERY BACKUP CABINET TO LTE EQUIPMENT CABINET PLINTH FOR POWER.
- ⑥ 2" (2.375" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM LTE EQUIPMENT CABINET TO UNISTRUT RACK FOR MICROWAVE DISH CABLE (IF APPLICABLE).
- ⑦ 1" (1.315" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM LTE EQUIPMENT CABINET PLINTH TO UNISTRUT RACK FOR GPS CABLE.
- ⑧ 1-1/2" (1.625" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM JUNCTION BOX TO RAYCAP SPD FOR POWER CABLE (TYP. OF PER RAYCAP SPD).
- ⑨ 1-1/2" (1.625" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM JUNCTION BOX TO RAYCAP SPD FOR FIBER CABLE (TYP. OF PER RAYCAP SPD).
- ⑩ 3/4" (0.75" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM LTE EQUIPMENT CABINET FOR GROUND LEAD (TYP. OF 2).
- ⑪ 3/4" (0.75" O.D.) LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT FROM BATTERY BACKUP CABINET FOR GROUND LEAD.
- ⑫ LIQUID-TIGHT CONDUIT FITTING (TYP.).
- ⑬ ROXTEC WEATHERPROOF SEAL (IF APPLICABLE).
- ⑭ SIZE TO ACCEPT MICROWAVE DISH CABLE QUANTITY AND DIAMETER (TYP.).
- ⑮ 1-1/2" UNISTRUT CONDUIT TIE DOWN (TYP.). SEE A-501 FOR DETAILS.

DESCRIPTION: RADIO BASE STATION
 MANUFACTURER: ERICSSON
 MODEL: RBS 6120
 WEIGHT: 872.1 LBS
 CLEARANCE REQUIREMENTS:
 FRONT: 28" (700 mm)
 REAR: 28" (700 mm)
 LEFT: 38" (950 mm)
 RIGHT: 38" (950 mm)

DESCRIPTION: GLOBAL BASE FRAME (GBF)
 MANUFACTURER: ERICSSON
 MODEL: GBS 6120
 WEIGHT: 80.5 LBS
 CLEARANCE REQUIREMENTS:
 FRONT: 28" (700 mm)
 REAR: 28" (700 mm)
 LEFT: 38" (950 mm)
 RIGHT: 38" (950 mm)



MANUFACTURER: ERICSSON
 MODEL: R17A
 DIMENSIONS: 72.8 x 27.57 x 35.5\"/>



- NOTES:
- CONTRACTOR TO INSTALL WITH THICK SHEET RUBBER MAT UNDER BATTERY CABINET. DOOR TO HAVE A 1/2\"/>
 - CONTRACTOR TO VERIFY EQUIPMENT REQUIREMENTS WITH ERICSSON PRIOR TO INSTALLATION.

A EQUIPMENT CABINET

B BATTERY BACKUP SYSTEM

CONSULTANT:
Edge
 Consulting Engineers, Inc.
 10000 W. 120th St.
 Overland Park, KS 66213
 913.646.5247 FAX
 www.edgecorp.com

CLIENT:
US Cellular
 U.S. CELLULAR - CENTRAL REGION
 4800 FRANKLIN INDUSTRIAL PARK
 FRANKLIN, WISCONSIN 53140
 PHONE: 414.336.2544

EQUIPMENT CABINET SPECIFICATIONS
 FRANKLIN INDUSTRIAL PARK (#784700)
 FRANKLIN, WISCONSIN

SHEET TITLE: _____

NO.	DATE	DESCRIPTION
1	04/20/19	ISSUE FOR PERMIT
2	04/20/19	ISSUE FOR PERMIT
3	04/20/19	ISSUE FOR PERMIT
4	04/20/19	ISSUE FOR PERMIT
5	04/20/19	ISSUE FOR PERMIT
6	04/20/19	ISSUE FOR PERMIT
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16	04/20/19	ISSUE FOR PERMIT
17	04/20/19	ISSUE FOR PERMIT
18	04/20/19	ISSUE FOR PERMIT
19	04/20/19	ISSUE FOR PERMIT
20	04/20/19	ISSUE FOR PERMIT

APPROVED BY: _____

DATE: 4/20/19

PROJECT NUMBER: 18191

ACT TYPE: PERMIT CDK

PROJECT NUMBER: **A-002**

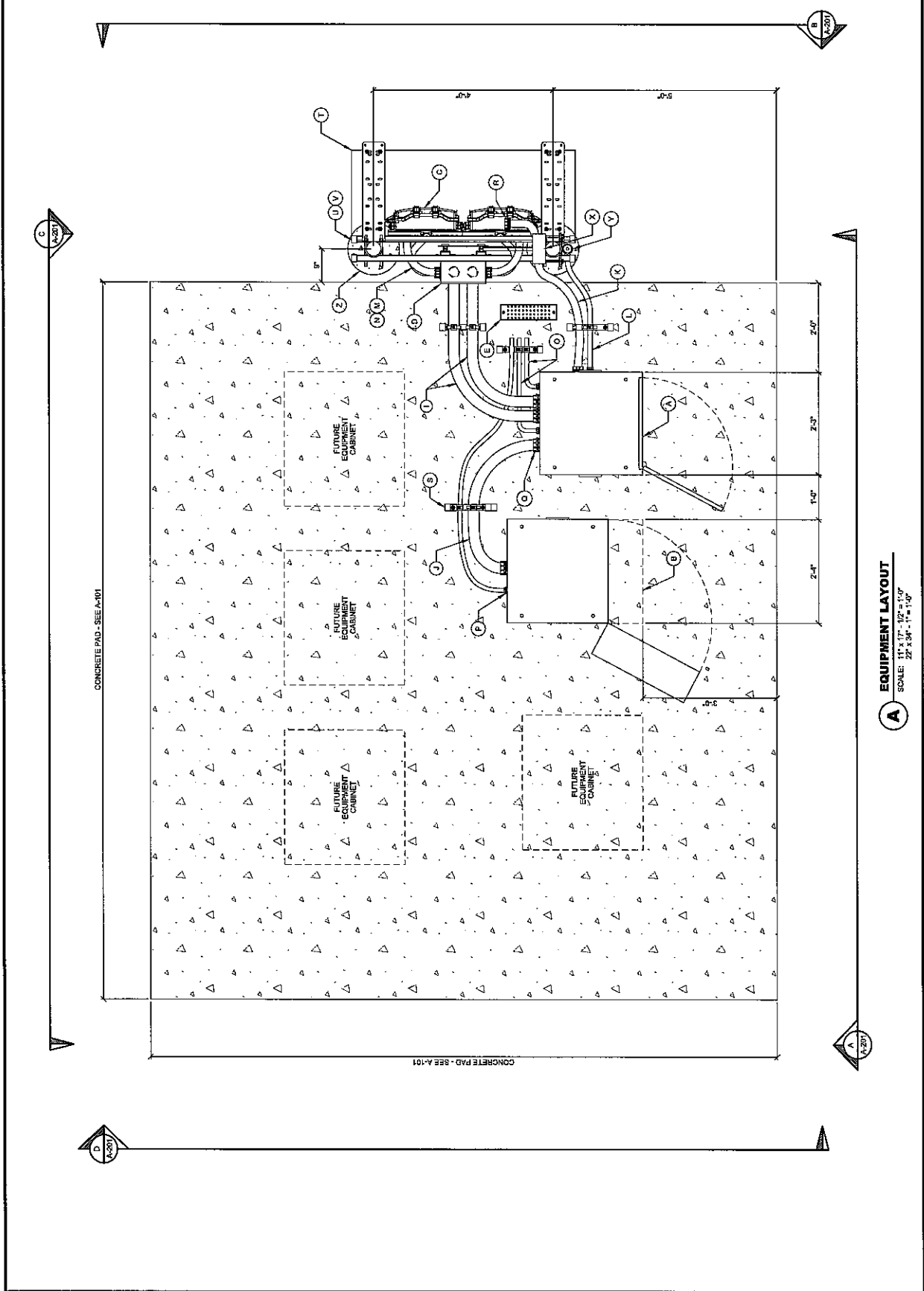
CONSULTANT:
Edge
 Consulting Engineering, Inc.
 624 WINTER STREET
 SUITE 100
 WISCONSIN Dells, WI 53122
 PHONE 262-221-1000
 WWW.EDGEENGINEERING.COM

CLIENT:
US Cellular
 U.S. CELLULAR - CDMA RAN200
 4201 FRANKLIN PARK, WISCONSIN 53122
 PHONE 262-221-1000

EQUIPMENT PAD PLAN
 FRANKLIN INDUSTRIAL PARK (#784700)

REVISION	DATE	DESCRIPTION
T-1	03/08/18	REV. A
T-2	02/28/18	REV. B
T-3	02/08/18	REV. C

CHECKED BY	DL
DATE	4/4/2019
PROJECT	18781
PERMIT CDS	A-102



A EQUIPMENT LAYOUT
 SCALE: 11'-4 1/2" = 1'-0"
 22'-3 1/4" = 1'-0"

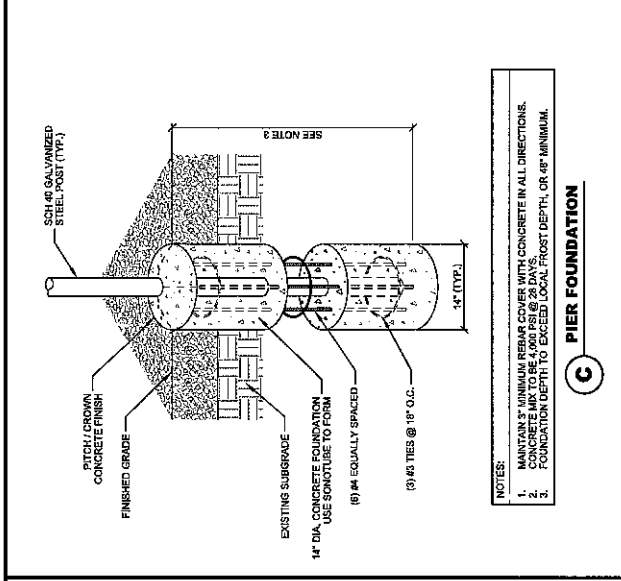
CONSULTANT:
Edge
 Consulting Engineers, Inc.
 1800 W. 15TH STREET
 SUITE 100
 MILWAUKEE, WI 53233
 TEL: 414.224.1100
 FAX: 414.224.1101
 www.edgecorp.com

CLIENT:
US Cellular
 U.S. CELLULAR - COMM SERVICES
 4201 WISCONSIN CENTER DRIVE
 WISCONSIN CENTER
 PHOENIX, ARIZONA 85006

EQUIPMENT PAD DETAILS
 FRANKLIN INDUSTRIAL PARK (#784700)
 FRANKLIN, WISCONSIN

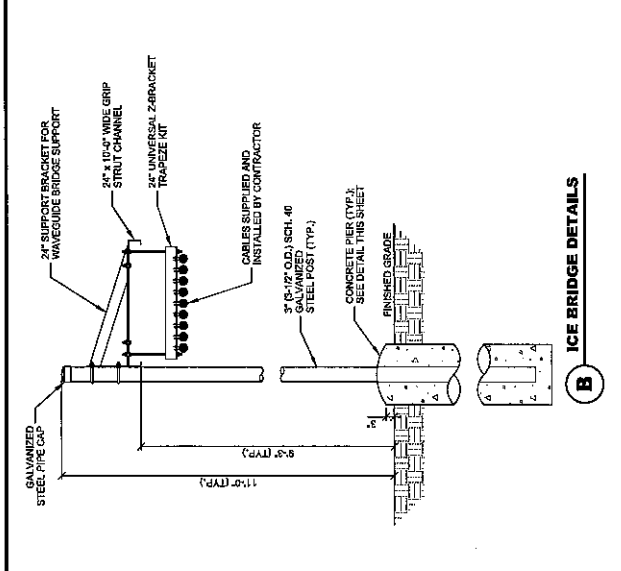
NO.	DATE	DESCRIPTION
1	02/28/18	REV. A
2	02/28/18	REV. B
3	04/02/18	REV. C

CHECKED BY	DL
PLAT DATE	4/4/2018
PROJECT NUMBER	18791
PERMIT CD	A-501

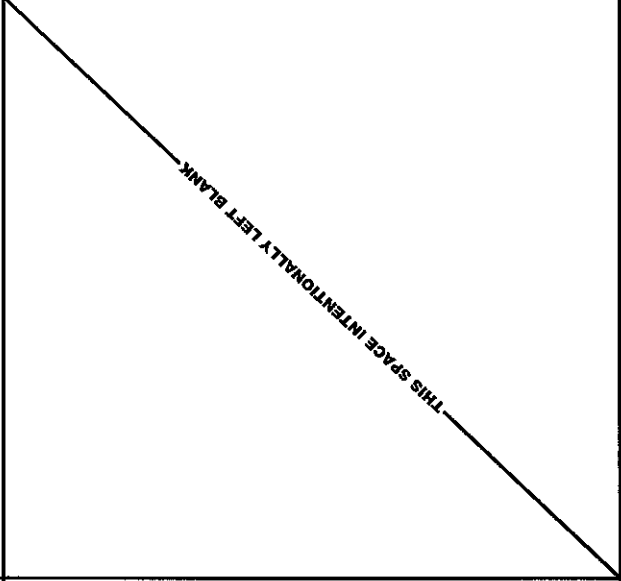


NOTES:
 1. MAINTAIN 3" MINIMUM REBAR COVER WITH CONCRETE IN ALL DIRECTIONS.
 2. FOUNDATION DEPTH TO EXCEED LOCAL FROST DEPTH, OR 48" MINIMUM.
 3. FOUNDATION DEPTH TO EXCEED LOCAL FROST DEPTH, OR 48" MINIMUM.

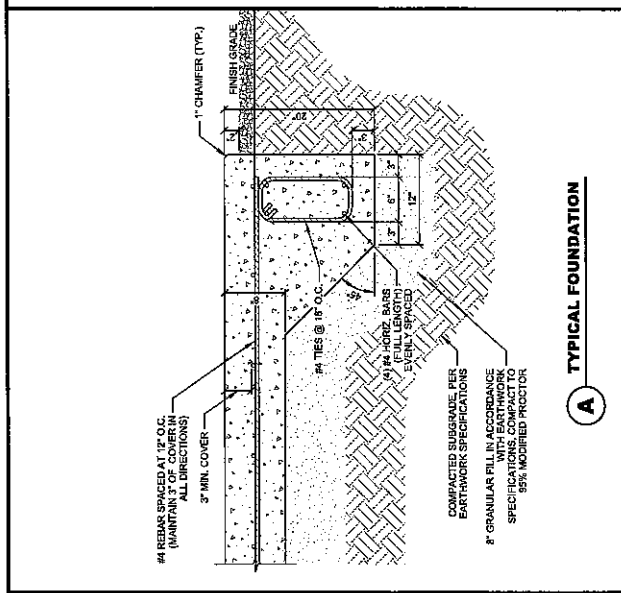
C PIER FOUNDATION



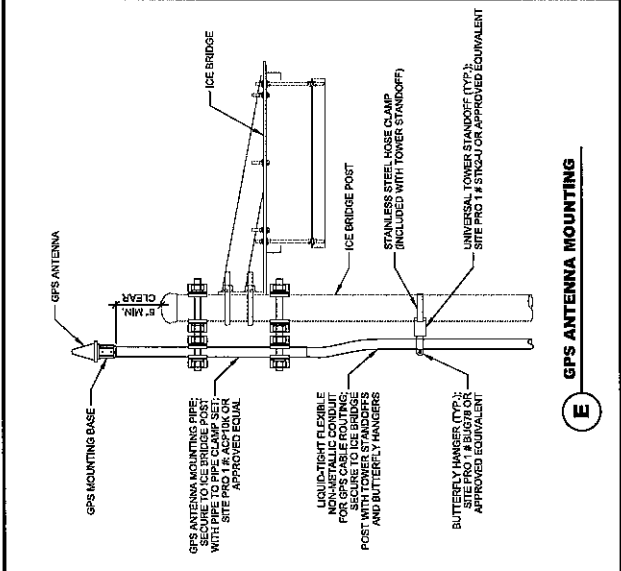
B ICE BRIDGE DETAILS



E GPS ANTENNA MOUNTING



A TYPICAL FOUNDATION



D HEAVY-DUTY UNIVERSAL COAX SUPPORT BRACKET

MANUFACTURER: SITE PRO 1
 MODEL: UTLS
 HEAVY-DUTY UNIVERSAL SUPPORT BRACKET
 1/2\"/>

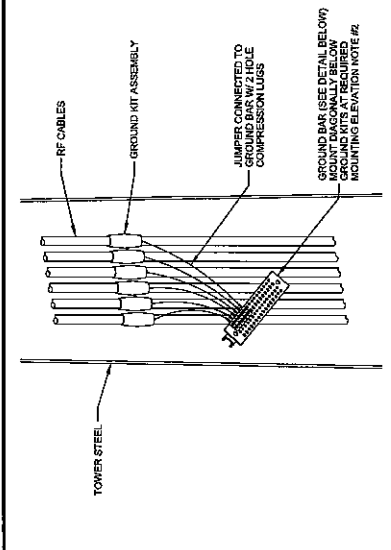
HEAVY-DUTY UNIVERSAL COAX SUPPORT BRACKET;
 SITE PRO 1 # UTLS

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GROUNDING DETAILS
FRANKLIN INDUSTRIAL PARK (#74700)

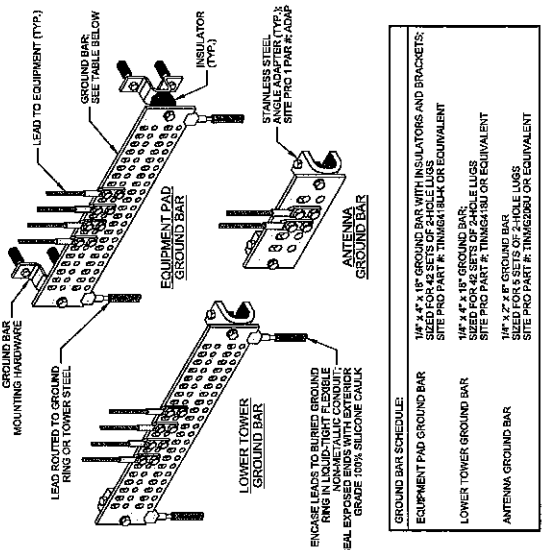
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2	11/12/09	REV. B
3	04/22/10	REV. C

CHECKED BY: DL
DATE: 4/12/10
SCALE: 1:8791
SHEET NO.: E-501

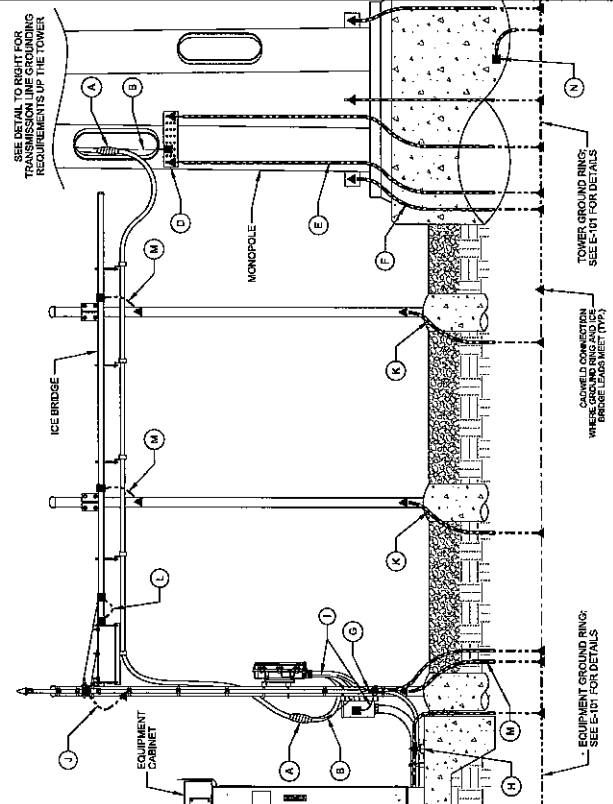
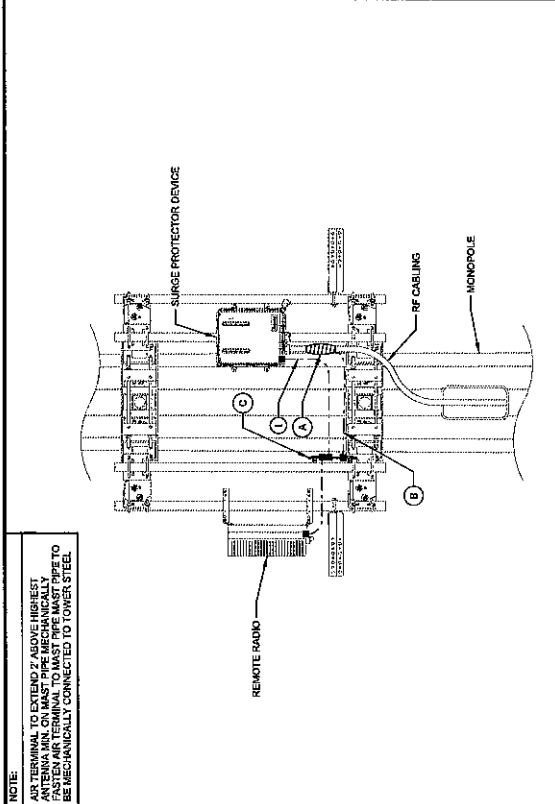


- NOTES:**
- INSTALL GROUND KITS ON EACH TRANSMISSION LINE IN THE FOLLOWING LOCATIONS:
 - A. ANTENNA TIER LEVEL.
 - B. 10' SPAN INTERVALS FROM ANTENNA LEVEL TO BASE OF TOWER.
 - C. TOWER BASE.
 - D. COLLECTOR GROUND BAR / GROUND LEVEL.
 - INSTALL ANTENNA GROUND BARS AT EACH ANTENNA TIER LEVEL FOR CONNECTION OF MULTIPLE ANTENNAS AT EACH LEVEL. WHEN ONLY ONE ANTENNA IS INSTALLED AT A LEVEL.

B CABLEING GROUND KITS



- GROUND BAR SCHEDULE:**
- EQUIPMENT PAD GROUND BAR: 1/4" x 4" x 1/4" GROUND BAR WITH INSULATORS AND BRACKETS; SIZED FOR 42 SETS OF 2-HOLE LUGS; SITE PIG PART #, THINWALL BRK OR EQUIVALENT
 - LOWER TOWER GROUND BAR: 1/4" x 4" x 1/4" GROUND BAR; SIZED FOR 42 SETS OF 2-HOLE LUGS; SITE PIG PART #, THINWALL BRK OR EQUIVALENT
 - ANTENNA GROUND BAR: 1/4" x 2" x 1/4" GROUND BAR; SIZED FOR 42 SETS OF 2-HOLE LUGS; SITE PIG PART #, THINWALL BRK OR EQUIVALENT



A GROUNDING DETAILS

KEYNOTES: (THIS SHEET)

- GROUND KIT #2 STRANDED INSULATED JUMPER CONNECTION TO GROUND BAR WITH 2-HOLE LONG BARREL LUG
- FOR SINGLE ANTENNA AT ONE LEVEL OMIT ANTENNA TIER LEVEL FROM GROUND KIT ASSEMBLY TO TOWER STEEL WITH UL LISTED BONDING CLAMP
- UL LISTED BONDING CLAMP CABLE TO FLAT METAL BONDING CLAMP
- TOWER GROUND BAR (CSB) INSTALLED ON TOWER (SEE DETAIL TO RIGHT) FOR LATTICE TOWERS, MOUNT TOWER DIAGONALLY AT 17" ABOVE ICE BRIDGE FOR EASIER HOOD-UP OF GROUNDING KIT LEADS
- TBS GROUNDS #2 SOLID TINNED COPPER ENCASED IN LIQUID-TIGHT FLEXIBLE CONDUIT WITH EXTERIOR GRADE FROM TBS TO TOWER GROUND RING #2 REZVD
- TOWER STEEL GROUNDS (IF APPLICABLE) #2 SOLID TINNED COPPER ENCASED IN LIQUID-TIGHT FLEXIBLE NON-METALLIC CONDUIT WITH EXTERIOR GRADE FROM TOWER TO TOWER GROUND RING (IF AVAILABLE)
- COLLECTOR GROUND BAR (CSB) MOUNTED TO UNISTRUT RACK ON INSULATORS; (2) CSB #2 SOLID TINNED COPPER GROUNDS #2 SOLID TINNED COPPER LEAD FROM CSB TO EQUIPMENT GROUND RING
- MASTER GROUND BAR (MGB) MOUNTED HORIZONTALLY TO CONCRETE PAD ON INSULATORS; (2) #2 SOLID TINNED COPPER GROUNDS ENCASED IN LIQUID-TIGHT FLEXIBLE CONDUIT WITH EXTERIOR GRADE FROM MGB TO EQUIPMENT GROUND RING
- RAYCAP SPD AND JUNCTION BOX TO BE BONDED TO CSB WITH #6 STRANDED GREEN INSULATED
- SECURE CSB TO ICE CANNY POST WITH UL LISTED PIPE CLAMP; BOND WITH #2 SOLID TINNED COPPER LEAD
- ICE BRIDGE POST GROUND #2 SOLID TINNED COPPER ENCASED IN LIQUID-TIGHT FLEXIBLE NON-METALLIC CONDUIT TO 24" BELOW GRADE
- ICE BRIDGE SECTION GROUNDS #2 STRANDED INSULATED WITH 2-HOLE LONG BARREL ON EACH END (TYP.)
- ICE BRIDGE SECTION TO POST GROUNDS #2 STRANDED INSULATED WITH 2-HOLE LONG BARREL ON SECTION; ORIENT LEAD WITH HIGH SIDE TOWARDS TOWER
- TOWER FOUNDATION GROUND (IF APPLICABLE); SEE E-502 FOR DETAIL

GROUNDING LEGEND: (THIS SHEET)

- ▲ EXOTHERMIC OR UL RATED IRREVERSIBLE CONNECTION
- MECHANICAL CONNECTION
- GROUND LEAD

NOTES: (THIS SHEET)

- ALL BELOW-GRADE CONNECTIONS ARE TO BE EXOTHERMICALLY WELDED TO THE BAR OR W/ GRADE CONDUIT AND EXTEND A MINIMUM OF 9" ABOVE FINISHED GRADE AND 24" BELOW FINISHED GRADE.
- COAT ALL EXOTHERMICALLY WELDED CONNECTIONS WITH ANTI OXIDANT COMPOUND TO ALL MECHANICAL CONNECTIONS.
- UPPER AND LOWER TOWER GROUND BARS TO BE BONDED DIRECTLY TO TOWER STEEL WITH #2 CONDUITORS.
- GROUNDING KIT ASSEMBLY TO BE MOUNTED ON TOWER ON MOST PIPE MECHANICALLY FASTENED AIR TERMINAL TO MOST PIPE MUST PIPE TO BE MECHANICALLY CONNECTED TO TOWER STEEL.

Edge
Consulting Engineers, Inc.
1810 W. WISCONSIN AVENUE
MILWAUKEE, WI 53233
TEL: 414.963.1100
WWW.EDGECONSULTING.COM

U.S. Cellular
U.S. CELLULAR - FENCE SPACES
4301 WISCONSIN AVENUE, SUITE 100
MILWAUKEE, WI 53233
PHONE: 414.963.1100

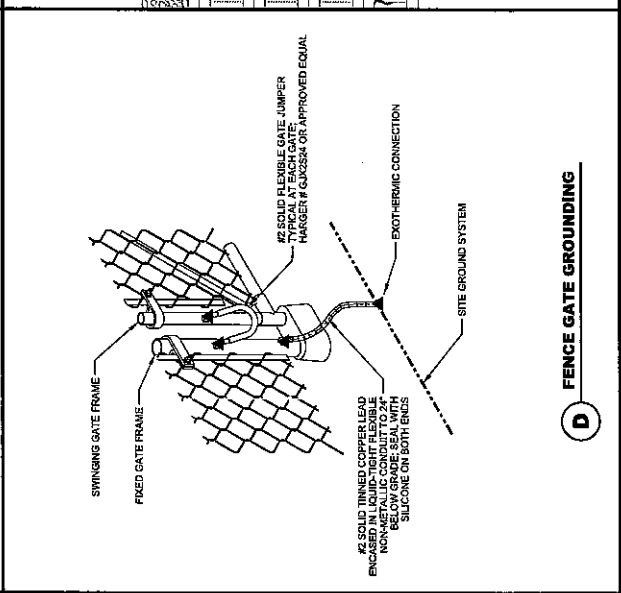
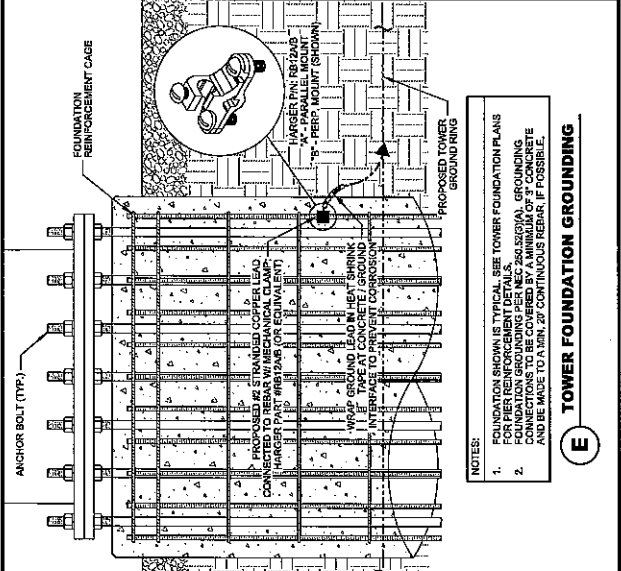
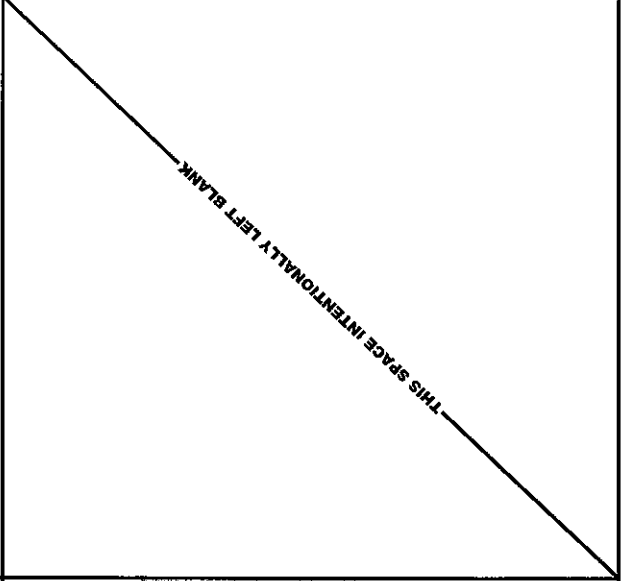
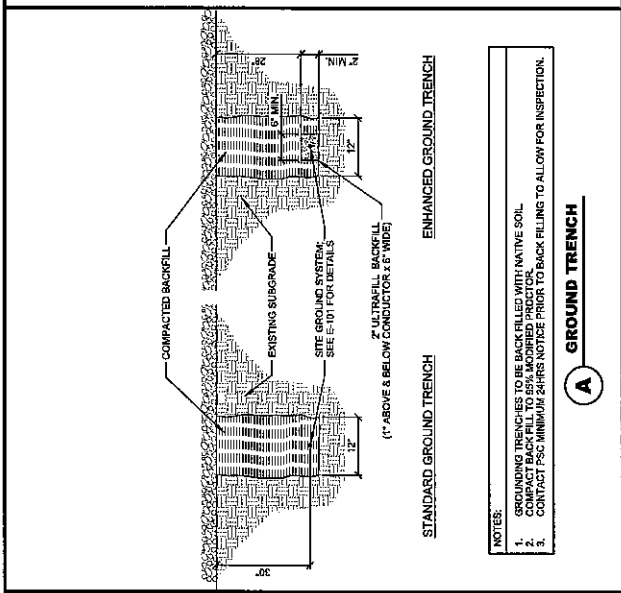
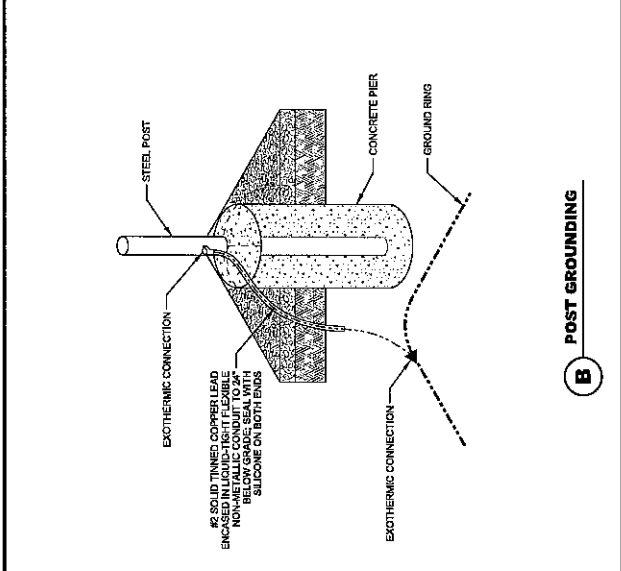
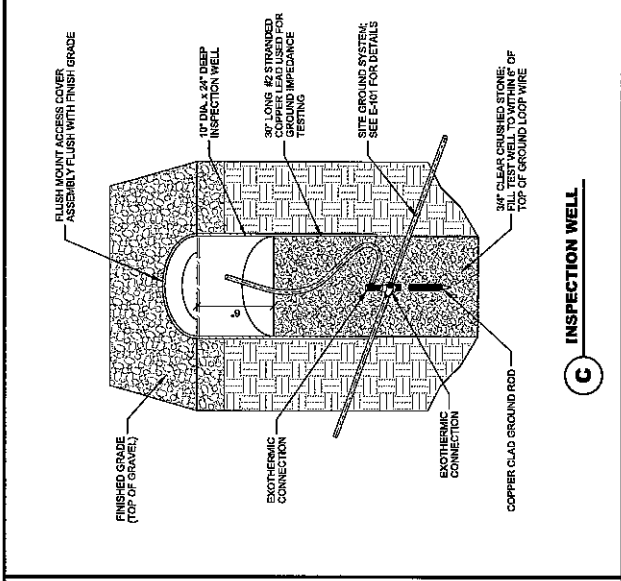
CLIENT

GROUNDING DETAILS
FRANKLIN INDUSTRIAL PARK (#784700)

NO.	DATE	DESCRIPTION
1	02/20/19	REV. A
2	02/20/19	REV. B
3	04/02/19	REV. C

CHECKED BY	DL
DATE	4/4/2019
PERMIT NUMBER	181791
PERMIT TYPE	PERMIT CDS
SHEET NUMBER	E-502

SHEET TITLE



NOTES:

- FOUNDATION SHOWN IS TYPICAL. SEE TOWER FOUNDATION PLANS FOR FURTHER CONNECTION DETAILS. FOR PERMIT SUBMITTALS, ALL CONNECTIONS TO BE COVERED BY A MINIMUM OF 3" CONCRETE AND BE MADE TO A MIN. 20' CONTINUOUS PERIM. IF POSSIBLE.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE June 18, 2019
Reports & Recommendations	RESOLUTION TO AWARD CONTRACT FOR THE CONSTRUCTION OF THE PLEASANT VIEW PAVILION IN PLEASANT VIEW PARK- 4901 W. EVERGREEN STREET (PROJECT 2019-3) TO RAY STADLER CONSTRUCTION CO. IN THE AMOUNT OF \$544,000	ITEM NO. B.14.

BACKGROUND

On September 18, 2018, Common Council rejected a single bid for the construction of a 2,376 s.f. masonry- and wood-framed building in Pleasant View Park- 4901 W. Evergreen Street. The Pleasant View Pavilion (Project 2018-7) was modified by Staff and the Architect per the direction and input of the Common Council and the Parks Commission. An option for a pre-cast version was also added. The project was readvertised and bids were received on June 13, 2019.

ANALYSIS

The bid received in 2018 was \$650,170.00- Base Bid and with all of the savings offered as Alternates, the project could have been \$610,670.00. The bid tabulation for the 2019 project is attached and summarized below:

	Ray Stadler Construction Co.	Greenfire Management Services	Level Up Construction	PSG Construction	Selzer-Ornst Construction	J.H. Hassinger Construction
Traditional-Build Option						
Base Bid	\$ 544,000.00	\$ 578,085.00	\$ 584,200.00	\$ 589,000.00	\$ 605,700.00	\$ 623,563.00
Total Base with all Alternates	\$ 467,903.00	\$ 490,317.00	\$ 539,380.00	\$ 517,500.00	\$ 561,700.00	\$ 541,563.00
Precast-Build Option						
Base Bid	N/A	N/A	N/A	N/A	\$ 723,500.00	N/A
Total Base with all Alternates	N/A	N/A	N/A	N/A	\$ 679,500.00	N/A

The alternates are as follows:

- A-1 Remove overhead doors from the pavilion area to include any electrical requirements for the overhead door operators.
- A-2 Remove insulation in walls as required for the pavilion envelope including wall insulation & roof insulation.
- A-3 Remove doors & windows- remove doors 110 & 111 plus sidelights as well as window type D from the northeast & southeast portion of the pavilion.
- A-4 Remove wall heaters in the pavilion.
- A-5 If alternate to remove heat from the building is accepted; Wall heaters in bathrooms will remain but swap out to a EWH#2.
- A-6 Remove furnace and all ductwork feeds & returns.

Only one bidder submitted a bid for the pre-cast build option and even with all savings alternatives chosen, it is more than any other traditional-build option bid. Regardless if only the base bid is chosen or any/all of the alternate savings are selected, Ray Stadler Construction Company, Inc. (Wauwatosa, WI) is the apparent low bidder. The bid was found to be complete and the Architect is checking references. Staff will advise Common Council at the meeting if concerns are uncovered in the checking of references.

There should be minimal change orders, but Staff suggests a minimum of 5% be added to the budget for contingencies. The cost to extend electric service to the pavilion is expected to be a

\$30,000 budget. In addition, DPW will self perform concrete flatwork around the pavilion- assume a budget of \$10,000. Note that Engineering will self-perform inspection services for no additional cost from the architect.

Awarding the contract without any of the alternates will provide a nicer pavilion with potential use in cold weather. Award of the contract to Stadler without the alternates and with the alternates will provide a budget as follows:

Award Option	Without Alternates	With Alternates
Base Bid	\$ 544,000.00	\$ 544,000.00
Selected Alternates	\$ -	\$ (76,097.00)
Contractor Award	\$ 544,000.00	\$ 467,903.00
Contigency (5%)	\$ 27,200.00	\$ 23,395.15
Electric Serice Budget	\$ 30,000.00	\$ 30,000.00
DPW Concrete Budget	\$ 10,000.00	\$ 10,000.00
Total 2019 Budget	\$ 611,200.00	\$ 531,298.15

OPTIONS

- A. Award contract to Stadler without any alternates, or
- B. Award contract to Stadler with any or all alternates, or
- C. Reject all bids, or
- D. Refer back to Staff with further direction.

FISCAL NOTE

The 2019 Capital Improvement Fund includes a \$500,000 appropriation for this project. additionally, park land purchase appropriations can be repurposed for this project to accumulate sufficient appropriations for the Pleasant View Park pavilion.

RECOMMENDATION

(Option A) Resolution 2019-_____ a resolution to award contract for the construction of the Pleasant View Pavilion in Pleasant View Park- 4901 W. Evergreen Street (Project 2019-3) to Ray Stadler Construction Co. in the amount of \$544,000.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

RESOLUTION TO AWARD CONTRACT FOR THE CONSTRUCTION OF THE
PLEASANT VIEW PAVILION IN PLEASANT VIEW PARK- 4901 W.
EVERGREEN STREET (PROJECT 2019-3) TO RAY STADLER
CONSTRUCTION CO. IN THE AMOUNT OF \$544,000

WHEREAS, the City of Franklin advertised and solicited bids for the construction of a pavilion in Pleasant View Park located at 4901 W. Evergreen Street; and

WHEREAS, six bids were received; and

WHEREAS, the low bidder was Ray Stadler Construction Company, Inc. of Wauwatosa, WI with a base bid of \$544,000; and

WHEREAS, Ray Stadler Construction Company is a qualified building contractor; and

WHEREAS, the 2019 Capital Improvement Fund includes a \$500,000 appropriation for this project; and

WHEREAS, park land purchase appropriations can be repurposed for this project to accumulate sufficient appropriations for the Pleasant View Park pavilion; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$544,000 to Ray Stadler Construction Company, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, Ray Stadler Construction Company, Inc. be awarded the contract for the construction of the pavilion in Pleasant View Park located at 4901 W. Evergreen Street.

BE IT FURTHER RESOLVED, that \$44,000 of park land purchase appropriations in the 2019 Capital Improvement Fund budget be repurposed for the Pleasant View pavilion project.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute a contract with Ray Stadler Construction Company, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 18, 2019
REPORTS AND RECOMMENDATIONS	RESOLUTION TO AUTHORIZE AMENDMENT 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH RUEKERT MIELKE FOR THE RYAN CREEK INTERCEPTOR ODOR REDUCTION STUDY IN THE AMOUNT OF \$45,497	ITEM NUMBER M.15.

BACKGROUND

On April 2, 2018, Common Council authorized an agreement with Ruckert Mielke for an evaluation phase of the Ryan Creek Interceptor odor reduction study and design in the amount of \$10,700. A first amendment to that contract for \$3,500 was authorized by Common Council on July 17, 2018. These efforts cumulated in an "Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District (MMSD) and the City of Franklin For Ryan Creek Interceptor Odor Control Improvements" that MMSD authorized on May 20, 2019. This agreement states that MMSD will "reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000."

ANALYSIS

Staff and Ruckert Mielke have worked together to prepare the attached second amendment that will carry their services through the design, bidding, and construction administration. This hourly contract is an estimate of hours to total \$45,497 and will be 100% reimbursable by MMSD.

OPTIONS

- A. Authorize Amendment #2 to Ruckert Mielke's April 2, 2018, agreement. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

At the March 19, 2019 meeting, a budget amendment to the 2019 Sanitary Sewer Fund provided \$500,000 appropriations for this project. \$500,000 will include these engineering services, future construction contracts, and future additional appropriations with MMSD, if any. To summarize, this and all future expenditures are expected to be fully reimbursed by MMSD.

COUNCIL ACTION REQUESTED

(OPTION A) Adopt resolution 2019-____, a resolution to authorize amendment 2 to a professional services agreement with Ruckert Mielke for the Ryan Creek Interceptor Odor Reduction Study in the amount of \$45,497.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

RESOLUTION TO AUTHORIZE AMENDMENT 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH RUEKERT MIELKE FOR THE RYAN CREEK INTERCEPTOR ODOR REDUCTION STUDY IN THE AMOUNT OF \$45,497

WHEREAS, the City of Franklin and Milwaukee Metropolitan Sewer District (MMSD) signed an intergovernmental cooperation agreement (ICA) for Ryan Creek Interceptor Odor Control Improvements in 2019; and

WHEREAS, that ICA requires MMSD to reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000; and

WHEREAS, Ruekert Mielke is a qualified professional engineering firm familiar and experienced with the project particulars; and

WHEREAS, the City and Ruekert Mielke has previously executed an agreement and first amendment for this project.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk may authorize amendment 2 to a professional services agreement with Ruekert Mielke for the Ryan Creek Interceptor Odor Reduction Study in the amount of \$45,497.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____

NOES _____

ABSENT _____

Amendment 2- Ryan Creek Interceptor Odor Reduction Study and Design Proposal

At the request of the City of Franklin, R/M proposes to provide additional services. The scope of services as set forth in Attachment A is hereby amended to incorporate design, bidding, and construction administration and review services of the alternative selected to reduce odors from the Ryan Creek Interceptor just east of North Cape Rd. The selected alternative consisted of an IPEX hydrogen sulfide removal device installed in an existing manhole along with improved venting of the interceptor system. Work for this alternative includes sanitary sewer relay, manhole replacement (lower MH section to remain in place), piping modifications in the manhole, and underground venting.

The specific tasks for this amendment include the following:

Design and Bidding Services
1. Coordinate utilities.
2. Coordinate with WDNR and confirm no wetland impacts in areas of vents.
3. Design sanitary sewer relay of pipe.
4. Design IPEX device in manhole.
5. Design manhole modifications and grating.
6. Coordinate traffic control and erosion control.
7. Design manhole vent systems.
8. Prepare drawings.
9. Prepare technical specifications.
10. Meet with City and MMSD at 75 percent design completion.
11. Prepare public bidding documents.
12. Prepare MMSD and WDNR submittal.
13. Prepare construction cost estimate.
14. Administer public bidding process with on-line system.
15. Answer bidders' questions. Issues needed addendums.
16. Attend bid opening.
17. Review bids for accuracy.
18. Write Recommendation of Award letter and Notice of Award.
19. Coordinate contract execution.
Construction Services
1. Issue Notice to Proceed.
2. Plan and attend a pre-construction meeting. Write and distribute meeting notes.
3. Review shop drawings, operation and maintenance manuals, and other submittals.
4. Respond to Contractor RFI's and field issues.
5. Participate in four contractor project progress meetings.
6. Review contractor progress payments.
7. Negotiate and review change orders.
8. Provide 50 hours of construction inspections at key times during construction.
9. Write punch list.
10. Provide record drawings in MMSD format.
11. Conduct one punch list follow up inspection.
12. Conduct and administer project close out.

R/M proposes to provide these services on an hourly basis for an estimated total of \$45,497 including reimbursable cost as printing and mileage. We anticipate completing the design and bidding services by August 30, 2019. Construction is expected to be Substantially Complete by November 30, 2019. Final restoration of the site would be completed in spring of 2020.

All other terms and provisions of the Agreement not amended as set forth above shall remain in full force and effect, and are unaffected by this Amendment, which shall not in any way be construed as a waiver or relinquishment of any right or remedy granted under the Agreement. In the event of any inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

CITY OF FRANKLIN, WISCONSIN

RUEKERT & MIELKE, INC.

By: _____
Stephen R. Olson

By: Steven C. Wurster
Steven C. Wurster, P.E.

Title: Mayor

Title: Senior Vice President/COO

Date: _____

Date: May 24, 2019

By: _____
Sandra L. Wesolowski

Designated Representative:

Name: David W. Arnott, P.E.

Title: City Clerk

Title: Team Leader/Senior Project Manager

Date: _____

Phone Number: (262) 542-5733

By: _____
Paul Rotzenberg

Title: Director of Finance & Treasurer


Date: _____

APPROVED AS TO FORM:

By: _____
Jesse A. Wesolowski

Title: City Attorney

Date: _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
REPORTS & RECOMMENDATIONS	Authorization to Pursue a Professional Services Agreement and Scope of Services for Parkland Acquisition	ITEM NUMBER <i>M.16.</i>

Every budget since 2014 has had an appropriation for parkland. The City has not had the staff resources to commit to the effort. Parkland acquisition is a key component of the Comprehensive Outdoor Recreation Plan and the Park Impact Fee Facility Needs Study. Without parkland acquisition, the City should expect to ultimately have to return some park impact fees collected in years past.

A predominant theory in parkland development is to buy your parkland as soon as possible. There are three primary reasons for this conclusion. First, land almost never gets cheaper compared to the future costs. Second, development always removes land from availability. Third, it is easier to fit parkland into broader open spaces and let development occur around it.

In order to move consideration of parkland acquisition forward, the Director of Administration looked for a firm with professional planning background that also had professional, licensed real estate agents. The thought is to work with a firm to perform all aspects of acquisition: work with stakeholders (Aldermen, the Common Council, the Plan Commission, the Parks Commission, staff, etc.) to identify goals and expectations, hold neighborhood meetings or public information sessions, investigate the real estate market and potential land options, negotiate prices and execute land acquisition steps in accordance with state statutes.

The firm of Vandewalle & Associates could perform this role. Following is an excerpt from an email received from them regarding their potential interest and, very briefly, their background.

“We have a large real estate advising service - headed by Brian Vandewalle, our company President. Brian has been the City of Middleton’s Planning consultant for over 30 years, and designed the American Center and the University Research Park here in Madison. He has also advised Wauwatosa on the Milwaukee County Regional Medical Center and the Milwaukee County Research Park.

Brian Munson advises Veridian Homes (the largest home builder and residential developer in the state), and designs all of their subdivisions and developments. Brian is a Principal with the company.

Dan Johns performs a wide range of real estate studies, as an Associate with the company.

All three are licensed brokers in Wisconsin.”

This firm is also being considered to provide assistance in the Planning Department in accordance with prior Council authorization. The land acquisition services would be a separate and distinct contract.

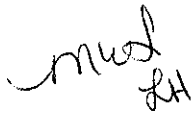

Prior to developing a full scope of services and professional services agreement, the Director of Administration wanted confirmation from the Common Council that they were willing to consider acquisition of park land and to deploy such a strategy with an outside consultant.

The Park Commission, at their last meeting, approved a motion recommending that the City contract for professional services to move parkland acquisition forward.

It is fully expected that the cost of such professional services are appropriate and allowable costs of the parkland acquisition and are, therefore, eligible for partial offset with impact fee funds. Prior to being asked to approve the final professional services agreement, staff will provide a clear and definitive confirmation of such application.

COUNCIL ACTION REQUESTED

Motion to direct staff to pursue and develop a Professional Services Agreement and Scope of Services for Parkland Acquisition for Common Council consideration.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
REPORTS & RECOMMENDATIONS	Approval of Tentative Agreements between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 and Authorization to execute a Labor Agreement incorporating those Tentative Agreements	ITEM NUMBER 

On June 4, 2019, the Director of Administration, with the support of Fire Chief Remington, Dana Zahn, Human Resources Coordinator, and Paul Rynders, Battalion Chief, reached a tentative agreement on a successor labor agreement with the Franklin Professional Firefighters, I.A.F.F. Local 2760. The previous agreement expired at the end of 2018. On June 5, 2019, the union membership ratified the agreement. If approved by the Common Council, the Tentative Agreements will be incorporated into a successor labor agreement for execution. That tentative agreement and the expired labor agreement are attached.

The agreement primarily addresses future wage adjustments and does not have multiple, significant changes in contractual language. Both parties spent significant time discussing and considering a wide range of policy considerations. Both parties had one or more major initiatives proposed, but, ultimately, few major initiatives were mutually agreed upon. Compromise being what it is; agreeing to no movement - either way - is often the best mutual determination. As such, this agreement can fairly be characterized as treading water. The status quo is largely maintained.

Following are brief comments about the items in the Tentative Agreement.

1. Two -year term: A two year term is recommended so that it will not be long before we come back to the table and again try to make progress on more significant issues. Additionally, trends and economic conditions beginning in 2021 are too difficult to estimate at this time. As such, a two-year term was appropriate.
2. Wages: Discussed later on this council action sheet.
3. Replacing "Fair Share" language for "Dues Deduction" language. On June 27, 2018, the US Supreme Court issued its decision in Janus V. AFSCME. The Court held that public sector employees cannot be required to pay "fair share" union fees. This is the fee paid to the union by those employees who are not willing to join the Union. The proposed language appropriately addresses the required changes and places much of the responsibility upon the Union for proper documentation and ensures the City a refund of overpayments if their records are incorrect, and, importantly, holds the employer harmless against liability if the City follows the contract language and there is a problem.
4. Sub A) of health insurance essentially incorporates the Letter of Understanding with the Union that was executed in November of 2018. The primary purpose of the LOU was to allow union members to participate in the new PPO plan that was created for 2019, so that was incorporated into

this agreement. The second part of this item allows that PPO plan to continue to be used by retirees from the Union. Just as an employee can participate in the High Deductible Health Plan or the new PPO, a retiree would have similar access. As such, this benefit straddles the line between a health insurance benefit - where the City has preached union parity with other employees - and a retirement benefit. On December 4, 2018, the Common Council approved such a policy change for non-represented employees with access to retiree health insurance. Nearly the same wording is incorporated herein. The potential costs could be as much as \$1,500 per year for certain retirees, but it has added costs and modified benefit plan for the employee as well. Part of the wage settlement provided a beneficial offset by the union for this enhancement.

5. & 6. These are technical corrections of no significance.

Wage increases of 2% around 7/1/2019 and 2% around 1/1/2020 (beginning on the pay period closest to but starting after that date). The proposed wage adjustment exceeds the 1.55% budgeted for non-represented employees of the City of Franklin, but it is in-line with wages of comparable communities for Fire Departments. Greenfield, South Milwaukee, and West Allis provided 2% increases in January of 2019 for their fire union members. Oak Creek is providing two 1% increases (January and July) in 2019, while the South Shore's (includes Mt. Pleasant) split rate for 2019 uses 1.5% each time. North Shore and West Allis exceed a total lift of 2.5% apparently as a tradeoff for specific gains or in an effort to play some catch up.

Wages for 2020 have fewer comparable communities settled. Greenfield and South Milwaukee are at 2%, Oak Creek is at 2.25%, and Fond du Lac is at 2.5%. West Bend again has indicated playing some catch up and is at 3%. Although many more communities are yet to settle for 2020, the 2% incorporated into this Tentative Agreement should remain right in the middle of the range of other communities, even if some come in lower than 2%. Based on the above information, the overall wage package is reasonable and sufficient funding exists in the adopted budget.

The Fire Chief, Director of Administration, and Human Resources Coordinator recommend approval.

COUNCIL ACTION REQUESTED

Motion to approve the Tentative Agreements between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 and Authorization for the Mayor, Director of Clerk Services, Fire Chief, and Director of Administration to execute a labor agreement incorporating those Tentative Agreements.



**Tentative Agreements between the
City of Franklin
And the
Franklin Professional Firefighters, I.A.F.F. Local 2760
June 4, 2019**

The following are the tentative agreements between the above referenced parties for a successor labor agreement.

1. **Article XXIX - Duration of Agreement**

Amend language to reflect a new 2-year term covering 1-1-2019 through 12-31-2020.

2. **Appendix A – Wages**

Adjust wage rates to reflect the following changes: 2% increase on July 1, 2019 and 2% increase on January 1, 2020.

Wage increases would be effective on the start of the pay period closest to, but on or after, the date listed above.

3. **Article I – Recognition, Section 4. Fair Share Agreement**

Delete in its entirety the existing Article 1 Section 4 and replace with the following:

Section 4. Dues Deductions.

- (a) Employer agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form supplied by the Association affirmatively consenting to the deduction of dues from the employee's paycheck.
- (b) It shall be the Association's responsibility to obtain dues authorization forms from new employees and provide them to Employer no less than 30 days prior to the date in which dues deductions are to commence.
- (c) Employer shall notify the Association of all new hires of the bargaining unit within 30 days of their start date.
- (d) Employer shall deduct the dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to Association in one lump sum not later than the end of each month.
- (e) Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to Employer or the Association.
- (f) No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the Association's constitution and by-laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.
- (g) It is expressly understood and agreed that the Association will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

4. Article XIV – Hospital and Surgical Insurance

A) Amend Section 1. as indicated below.

Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees may participate in the Health Insurance Plans offered by the City, in accordance with the eligibility criteria of the plan, and will pay a percentage of the applicable monthly health insurance premium as determined by the Common Council from time-to-time and as subsequently incorporated into the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory employees ~~except the following maximums shall apply effective 1/1/16: Family (with HRA) \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA) \$139.90. Furthermore the maximum rate caps for future years, including those beyond the term of this contract, will increase \$15/year for family plans and \$10/year for single plans from the prior year's cap (for example "With HRA" caps for 2017 will be \$265 and \$132.50, etc.)~~ except regarding the High Deductible Plan (which allows participation in a Health Savings Account) the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate shall not exceed 20% of the monthly premium.

B) Add the following as a second paragraph to Section 2. (a):

"For retirements occurring after 1/1/2019, the following parameter or clarification applies. Where it is referenced above that the City shall pay seventy-five percent (75%) of the retiree health insurance premium upon retirement from the City service, that amount may vary, as described further below, in the event the employee changes between plan types, including but not limited to single, family, high-deductible, or PPO plan types. If said retiree switches from a higher-premium plan type to a lesser-premium plan type, the City will continue to pay only 75% of the lesser-premium plan type that was in effect on the date of retirement; however, if a retiree elects a plan type with a lesser premium at or after retirement and subsequently switches back to a higher-premium plan type, the City will revert to paying 75% of the higher-premium plan type that was in effect on the date of retirement only if the added dependents were eligible for coverage on the date of retirement. Additionally, in the event a retiree selects or reverts to a plan type during an eligible continuation period, as provided for above, and that premium-type did not exist on the retiree's premium share calculation date (retirement date), the applicable retro-active premium-type rate shall be calculated based upon a percentage of the family plan using the then current year's premium rates."

5. Article VI Wages and Work Schedules

Amend paragraph 3 of Section 4, Overtime pay, by adding the following as the third to last sentence:

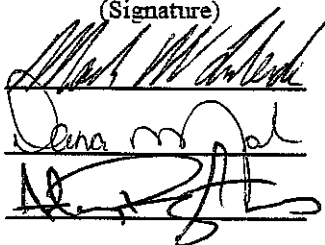
"["Accrued during that calendar year" includes C.T.O. hours transferred between employees if the receiving employee physically worked hours in that year comparable to the transferred amount of hours.]"

6. Article XIII Clothing Allowance

Correct or clarify "on May 1st and November 1st of each year" to "on the last payroll date of April and October of each year."

For the City:

(Signature)

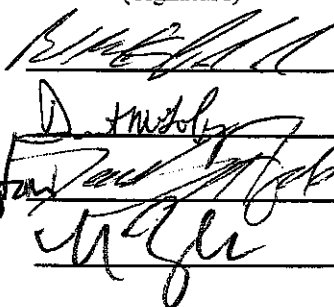


(Printed Name)

Mason W. Liburdy
Dana Zahn
Adam Remington

For the Union:

(Signature)



(Printed Name)

BRIAN K Polaski Jr
Dustin Lofy
Derek Hyde
W. K. Zunker



LABOR AGREEMENT

Between

THE CITY OF FRANKLIN

And

FRANKLIN PROFESSIONAL FIREFIGHTERS

I.A.F.F. Local 2760

2016-2018

TABLE OF CONTENTS

ARTICLE		PAGE
I	RECOGNITION	4
II	MANAGEMENT RIGHTS	5
III	NEGOTIATIONS	6
IV	ASSOCIATION ACTIVITY	6
V	GRIEVANCE PROCEDURE	6
VI	WAGES AND WORK SCHEDULES	8
VII	HOLIDAYS	12
VIII	VACATIONS	13
IX	LONGEVITY	15
X	SICK LEAVE	15
XI	SEVERANCE PAY BENEFITS	16
XII	MALPRACTICE INSURANCE	18
XIII	CLOTHING ALLOWANCE	18
XIV	HOSPITAL AND SURGICAL INSURANCE	19
XV	DENTAL INSURANCE	21
XVI	LIFE INSURANCE	21
XVII	WISCONSIN RETIREMENT FUND	21
XVIII	WORKER'S COMPENSATION	21
XIX	FUNERAL LEAVE	22
XX	MILITARY LEAVE	23
XXI	COLLEGE EDUCATIONAL INCENTIVE PROGRAM	23
XXII	VOLUNTARY BENEFIT PROVISIONS	24
XXIII	DIRECT DEPOSIT	24
XXIV	DONATION OF VACATION TIME	24
XXV	PROMOTIONS	25
XXVI	CONSOLIDATION	25
XXVII	SPECIAL DUTY PAY	25
XXVIII	LONG TERM DISABILITY	25
XXIX	DURATION OF AGREEMENT	26
	APPENDIX A – WAGE TABLES.....	27

LETTER OF UNDERSTANDING REGARDING ADDITIONAL
DEFERRED COMPENSATION FUNDS.....29

LETTER OF UNDERSTANDING REGARDING A CHANGE IN
VACATION/HOLIDAY/FILL-IN PICKS & RELATED MATTERS..30

LETTER OF UNDERSTANDING REGARDING A LABOR/
MANAGEMENT COMMITTEE ON A STATION ALERTING
SYSTEM.....31

LETTER OF UNDERSTANDING REGARDING EMPLOYEE
PHYSICALS.....31

1 **CONTRACT**

2
3 **AGREEMENT BETWEEN THE CITY OF FRANKLIN**
4 **AND**
5 **THE FRANKLIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 2760, I.A.F.F.**
6

7 **PREAMBLE**

8
9 This agreement is made and entered into at Franklin, Wisconsin, pursuant to the provisions of
10 Section 111.70 and Section 111.77 Wisconsin Statutes, by and between the City of Franklin
11 hereafter referred to as the "City" and the Franklin Professional Fire Fighters Association Local
12 2760 I.A.F.F., hereafter referred to as "Association".
13

14 WITNESSETH: That it is the intent and purpose of this Agreement to provide sound and
15 mutually beneficial working relationships between the parties, to provide an orderly and peaceful
16 means of resolving any misunderstandings or differences which may arise, and to set forth herein
17 the basic and full agreement between the parties concerning the rates of pay, wages, hours, and
18 other conditions of employment.
19

20 **ARTICLE I**
21 **Recognition**
22

23 Section 1. The City recognizes the Association, Local 2760 I.A.F.F., as the exclusive bargaining
24 agent for the regular, full-time sworn Public Safety employees of the Fire Department of the City
25 of Franklin, but specifically excluding supervisory/management employees and those employees
26 determined by the W.E.R.C. as not being in the bargaining unit.
27

28 Section 2. The Association shall be the exclusive representative of all employees in the bargaining
29 unit in all conferences, negotiations, and grievances.
30

31 Section 3. The Association affirms that it does not assert the right to strike against the City, to assist
32 or participate in any strike, or to impose an obligation upon its members to conduct, assist, or
33 participate in such a strike.
34

35 Section 4. Fair Share Agreement. The City shall deduct monthly Union dues or a lawful amount
36 for Non-Union members from the wages of all employees covered by this Agreement. The
37 Union shall submit in writing with Union Seal what the dues will be and such notification will be
38 signed by the Union officers. The City is not under an obligation to deduct and submit the
39 portion of any such amount as provided in the notice if it has a reasonable basis to believe such
40 deduction is unlawful or if its lawfulness cannot be substantiated, which action shall promptly be
41 noticed in writing to the Union upon its initiation.
42

43 The Union, as the exclusive representative of all the employees in the bargaining unit, will
44 represent all such employees, Union and Non-Union, fairly and equally, and all employees in the
45 unit will be required to pay, as provided in this Article, their proportionate share of the costs of
46 representation by the Union. No employee shall be required to join the Union but membership in
47 the Union shall be made available to all employees who apply consistent with the Union

1 Constitution and By-laws. No employee shall be denied Union membership because of race,
2 creed, color, or sex.

3
4 The employer agrees that it will deduct from the monthly earnings of all employees in the
5 collective bargaining unit, such amount being the monthly dues certified by the Union as the
6 current dues uniformly required of all members, and pay said amount to the treasurer of the
7 Union on or before the end of the month, following the month in which said deduction was
8 made.

9
10 Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days
11 before the effective date of the change.

12
13 As to new employees, such deduction shall be made from the employee's first biweekly
14 paycheck, following thirty (30) calendar days of employment.

15
16 The employer will provide the Union with a list of employees from whom such deductions are
17 made with each monthly remittance to the Union.

18
19 **ARTICLE II**
20 **Management Rights**

21
22 Section 1. The Association recognizes that, except as specifically limited, abridged or relinquished
23 by the terms and provisions of the Agreement, all rights to manage, direct or supervise the
24 operations of the employer and employees are vested solely in the employer. Such rights, in
25 general, include, but are not limited to, the following:

- 26
27 (a) To determine its general business practices and policies and to utilize personnel,
28 methods, and means as it deems needed.
- 29
30 (b) To manage and direct the employees of the employer, to make assignments of jobs, to
31 determine the size and composition of the work force and each employee, and to
32 determine the competence and qualifications of the employees.
- 33
34 (c) To determine the methods, means, and personnel by which and the location where the
35 operations of the employer are to be conducted.
- 36
37 (d) To take whatever action may be necessary in situations of emergency.
- 38
39 (e) To hire, promote and transfer and lay off employees and to make assignments and
40 promotions to supervisory positions.
- 41
42 (f) To suspend, demote, or discharge employees for just cause. (Disciplinary acts and
43 procedures shall be subject to and governed by Section 62.13 (5) of the Wisconsin
44 Statutes).
- 45
46 (g) To establish or alter the number of shifts, hours of work, work schedules, methods or
47 process.
- 48

1 (h) To assign and schedule overtime work when required.

2
3 (i) To create new positions or departments, to introduce new or improved operations or
4 work practices, to terminate or modify existing positions, departments, operations or
5 work practices, and to consolidate existing positions, departments or operations.
6

7 **ARTICLE III**
8 **Negotiations**
9

10 Section 1. Either party may select for itself a negotiator or negotiators for the purpose of carrying
11 on conferences and negotiations under the provisions of Section 111.70 and Section 111.77 of
12 the Wisconsin Statutes.
13

14 Section 2. The Association agrees to submit any proposals relating to changes in wages, hours and
15 conditions of employment to the City no later than September 15th, in the year the contract
16 terminates. The parties agree that any negotiations relating to such proposals shall be
17 commenced no later than September 30th, of said year, and that every effort shall be made to
18 conclude negotiations on those matters which must be included in the Municipal budget before
19 December 1st of said year. The dates set forth in this paragraph may be modified by the mutual
20 consent of the parties.
21

22 **ARTICLE IV**
23 **Association Activity**
24

25 Section 1. The Association agrees to conduct its business off the job as much as possible, but this
26 shall not prevent Association stewards or designated Association representatives from processing
27 grievances or engaging in routine business such as posting notices, etc., during regular working
28 hours, provided that such activities do not interfere with normal work operations and that such
29 stewards or representatives limit such activities to a reasonable time period after receiving
30 permission from their immediate supervisor outside the bargaining unit in advance of engaging
31 in such activities.
32

33 Section 2. Association stewards and designated Association representatives shall have the right to
34 post notices relating to legitimate Association business on bulletin board space supplied by the
35 City, provided that a copy of any such notice is given to the Chief prior to posting.
36

37 Section 3. One member of the Association's collective bargaining team may attend bargaining
38 sessions while on duty subject to call.
39

40 **ARTICLE V**
41 **Grievance Procedure**
42

43 Section 1. A grievance is defined as an alleged violation of a specific provision of this Agreement
44 and Departmental Policies and Procedures, and shall be handled in accordance with the
45 following procedure. In the event a grievance is required to be put in writing, it shall state the
46 specific provision of the Agreement and/or Departmental Policies and Procedures alleged to have
47 been violated.
48

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Section 2. Step One.

- (a) If an employee has a grievance, he shall first present the grievance orally to his immediate supervisor, or the department head if such a department head is his immediate supervisor, either alone or accompanied with his Association's representatives. If no formal settlement is reached the grievance shall be reduced to writing and signed by the employee and his Association's representative and presented to the immediate supervisor within five (5) working days from the date the act or condition complained of occurred, or the employee or the Association with reasonable diligence could have known of the act or condition complained of.
- (b) The supervisor shall give his answer in writing within three (3) working days from the receipt of the written grievance.

Section 3. Step Two.

- (a) If no settlement is reached in Step One, the grievance shall be referred to the Fire Chief or his designee within five (5) days from the time the immediate supervisor was to have submitted his answer, unless such Fire Chief is the immediate supervisor, and the Fire Chief or his designee shall then hold a meeting with the employee and his Association representative within five (5) working days after referral to him to discuss the grievance. The Fire Chief or his designee shall give his written answer within three (3) working days of the meeting, which time may be extended by mutual agreement.
- (b) If the Fire Chief is the immediate supervisor, Step Two shall be by-passed and the employee may proceed to Step Three of the grievance procedure.

Section 4. Step Three.

- (a) If no settlement is reached in Step Two, then such grievance shall be submitted to the City Council's Personnel Committee, thru the HR Coordinator or the Director of Administration, within ten (10) days from the time the Fire Chief was to have submitted his answer. Said City Council's Personnel Committee shall hear such grievance within 30 days and render a decision within thirty (30) days after such grievance is heard, which time may be extended by mutual agreement. The City Council's Personnel Committee's decision shall be final unless a written request for arbitration is made by the Association within ten (10) calendar days of the receipt of the Committee's decision. The grievance will then be arbitrated by the Wisconsin Employment Relations Commission arbitrator, as provided for in Section 298.01 of the Wisconsin Statutes. The party requesting the arbitration shall file notice of appeal with the Wisconsin Employment Relations Commission.
- (b) The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute.

- 1
2 (c) Upon completion of this hearing, the arbitrator shall be requested to render a written
3 decision within thirty (30) calendar days after the conclusion of testimony and
4 argument to both the City and the aggrieved employee and/or Union which shall be
5 final and binding upon the parties. In making his decision, the arbitrator shall have
6 no authority to grant wage increases or wage decreases. The arbitrator shall expressly
7 confine himself to the precise issue(s) submitted for arbitration and shall have no
8 authority to determine any other issues not so submitted to him or to submit
9 observations or declarations of opinion which are not directly essential in reaching the
10 determination. In any arbitration award, no right of management shall in any manner
11 be taken away from the City, nor shall any such right be limited or modified in any
12 respect excepting only to the extent that this Agreement clearly and explicitly
13 expresses an intent and agreement to divest the City of such right.
14
15 (d) All expenses which may be involved in the arbitration proceedings shall be borne by
16 the parties equally; however, expenses relating to the calling of witnesses or the
17 obtaining of depositions or any other similar expenses associated with such
18 proceedings shall be borne by the party at whose request such witnesses or
19 depositions are required. Either party requesting a transcript of the hearing shall bear
20 the full cost of same.
21
22 (e) The term "working days" shall not include Saturdays, Sundays, or holidays.
23

24 **ARTICLE VI**
25 **Wages and Work Schedules**
26

27 Section 1. All provisions in this Contract which reference the position of Firefighter/Paramedic
28 shall refer only to Firefighter/Paramedics who have completed their initial paramedic training
29 program. Firefighter/Paramedics who have not yet completed their initial paramedic training
30 program shall be subject to all of the terms and conditions of employment for Firefighters as set
31 forth in the Agreement except rates of pay.
32

33 Section 2.
34

- 35 (a) The rates of pay for the various classifications of employees shall be as set forth in
36 Appendix A. The hourly wage rates shown in Appendix A, Wage Schedule, are for
37 payroll purposes only, monthly wage amounts are not subject to change.
38 Appointments of new hires shall normally be made at the established minimum
39 ("Step 1") rate of pay. The initial appointment of a new hire above the established
40 starting rate of pay may be made by the City if it decides to hire a new employee with
41 multiple years of experience. Any such appointment must be at an established annual
42 step level as shown in Appendix A. If hired at "Step 2", the employee would move to
43 "Step 3" after six calendar months, to "Step 4" after an additional 12 calendar months
44 (18 months total) and to each successive step after completing each successive 12
45 months. If the employee is hired at steps 3 through 5, the employee would move to
46 the next successive step after each completed calendar year, meaning there would be
47 no 6 month step during the first year of employment. The Chief shall have the
48 discretion (subject to the oversight of the Mayor as required by law) of offering

1 additional vacation also. This provision does not alter the probation requirements, the
2 seniority level of the new hire, or any other years of service related benefit.
3

4 (b) Employees meeting the standards approved by the Fire Chief and assigned to ladder
5 truck driver operations by the Fire Chief shall receive a pay incentive of an additional
6 1% adjustment to base pay. The Fire Chief shall have the management right to limit
7 the number of employees assigned to ladder truck driver operations and shall have the
8 management right to define the required training and certification. Ladder truck
9 operator shall not be considered a promotional position; however, the Chief shall
10 make such assignment as a ladder truck driver to the most senior Firefighter or a
11 Paramedic/Firefighter meeting the required training and certification, unless said
12 individual previously had such designation revoked. Designation, and continued
13 designation, as a ladder truck operator shall be at the discretion of the Fire Chief.
14 (Supervisor of Equipment shall not be eligible for this additional compensation.)
15

16 (c) The City will agree to pay Paramedic pay retroactive from the initial date of
17 Paramedic training until the results of the National exam are posted, provided,
18 however, the employee passes the exam. If the employee fails to pass the exam at
19 this first attempt, the employee will not continue to accrue any additional potential
20 amount of retroactive pay. Once the employee successfully passes the exam,
21 retroactive Paramedic pay will be awarded for the initial training period (in an
22 amount equal to the amount paid as if the employee had passed the initial exam). If
23 the employee never successfully passes the exam, retroactive pay will not be
24 awarded. Except for separation due to personal medical reasons, an employee who
25 leaves employment less than 3 years from the date of receipt of the retroactive
26 Paramedic pay will reimburse the City a pro-rated amount, and the City is, hereby,
27 authorized to deduct such reimbursement from any remaining checks or payouts.
28

29 (1) Except for separation due to personal medical reasons, an employee who leaves
30 employment less than 3 years after completing ACLS (Advanced Cardiac Life
31 Support) and PALS (Pediatric Advanced Life Support) instructor training will
32 reimburse the City a pro-rated amount of the cost of the training fees, and the
33 City is hereby, authorized to deduct such reimbursement from any remaining
34 checks or payouts.
35

36 (d) For members approved by the Fire Chief to attend an alternate paramedic school and
37 approved for not attending the Milwaukee County EMS paramedic program, where
38 the City has agreed to reimburse the member the tuition and the cost for required
39 books for the member to attend another institution, the member's duty days that
40 coincide with said paramedic training and travel time will be alternatively covered by
41 the City for the purpose of staffing and the member shall still receive their hourly pay
42 during their absence on such portion of those duty days. Despite requiring approval
43 to attend paramedic training at another institution and despite the City funding the
44 tuition through reimbursement, the member's participation is voluntary. The member
45 is not eligible for reimbursement for any class that the member does not pass. Once a
46 member begins attending such an alternate program, the City has generally committed
47 to two (2) successive semesters of participation and, as such, shall not unreasonably
48 withdraw approval for such continued, unbroken participation.
49

1 Section 3. Hours of Work.

- 2
3 (a) The work week for the Fire Marshal “(or other members on a traditional 40-hour
4 work week) will be forty (40) hours per week, Monday through Friday, with Saturday
5 and Sunday off. The work day will be from 8:00 a.m. to 4:00 p.m. “(or for a four (4)
6 day per week employee will be from 7:00 a.m. to 5:00 p.m.) with time provided for
7 lunch. Flex time may be granted subject to mutual agreement of the chief and
8 employee.
9

10 The Fire Marshal may occasionally be scheduled outside of his normal rotation to
11 meet the needs of the Department. Two (2) weeks notice of any change in starting
12 times will be given by the Employer.
13

- 14 (b) The normal work week for Firefighters, Firefighter/Paramedics, and Lieutenants shall
15 consist of an average of fifty-six (56) hours per week. The workday shall be a
16 twenty-four (24) hour period starting at 7:00 a.m. The work cycle shall be one (1)
17 workday on duty and one (1) workday off duty for six (6) consecutive workdays
18 followed by three (3) consecutive workdays off duty.
19

20 The duty day for Firefighters, Firefighter/Paramedics, and Lieutenants shall start at
21 7:00 a.m. and end at 4:00 p.m. with a one (1) hour lunch break, and 7:00 a.m. to
22 12:00 noon on Saturday and Sunday. On all Holidays listed in Article VII, excluding
23 the 3 Personal Days, chores will be limited to morning equipment checks,
24 housekeeping chores, and chores determined as necessary for department readiness
25 by the Officer in Charge.
26

27 The City shall pay overtime, scheduled days off and otherwise act in accordance with
28 the requirements of the Fair Labor Standards Act.
29

- 30 (c) The City shall provide a two week advanced notice to any firefighter,
31 firefighter/paramedic, or lieutenant for whom a shift change is required, except in the
32 case of a mandatory emergency call in, and such shift change is limited to an
33 expected minimum duration of 27 days in length, which duration may be justified by
34 multiple events or circumstances. Additionally, a member is only subject to one such
35 shift change occurrence per year, based upon the starting date of the shift change, and
36 that a single “occurrence” includes both the move off and the move back on to a shift
37 (with both such moves requiring the 14-day notice).
38

- 39 (d) The City will endeavor to provide the Union, by October 31st of each year, with a
40 listing of shift changes scheduled to occur at the start of the next calendar year. The
41 City acknowledges the organizational benefits of meeting such a deadline, and the
42 Union acknowledges that situations may occur that make it impractical or premature
43 to meet such deadline. This subsection shall not constrict or restrain in anyway the
44 City’s rights retained in (c) above.
45

- 46 (e) Flexible Schedule Employee: The normal work week requirement of Section 3 (b)
47 above does not apply to up to a total of three Firefighters and/or
48 Firefighter/Paramedics, who are lowest in seniority, except as further described
49 below. Such employees shall be considered a “Flexible Schedule Employee.” A

1 maximum of three union personnel may be assigned as a Flexible Schedule Employee
2 at any given time. An assignment as a Flexible Schedule Employee may not exceed a
3 term of three calendar years commencing with the January 1st following the date of
4 hire. A Flexible Schedule Employee assignment may not be given to personnel
5 initially hired unless at least 39 individuals covered by the terms of this collective
6 bargaining agreement (excluding the Fire Marshall), including those on a leave of
7 absence, are in a position to which Section 3 (b) above applies. In the event a
8 departmental vacancy occurs among the 39 positions to which Section 3 (b) above
9 applies, the most senior Flexible Schedule Employee shall be relieved of said
10 assignment before or concurrent with the end of the third complete (whole) FLSA
11 cycle following the vacancy. Flexible Schedule Employees may be moved regularly
12 and frequently between shifts at the discretion of the Fire Chief subject to the
13 constraints set forth in the Flexible Schedule Employee Policy, "Scheduling" section.
14

15 Section 4. Overtime pay. Overtime shall be at time and one-half. Overtime pay shall be based
16 upon a two (2) hour minimum for each call back, up to and including two (2) hours. Thereafter,
17 overtime shall be paid on the basis of ¼-hour increments.
18

19 Employees who are required to remain after the close of their shift shall not be entitled to the two
20 (2) hour minimum call back pay. However, overtime, if any, shall be paid on the basis of ¼-hour
21 increments. Employees who are required to report early for their shift are entitled to two (2)
22 hour minimum call back pay, up to and including two (2) hours.
23

24 Overtime can be taken as compensatory time off (C.T.O.) or as overtime pay, at the employee's
25 discretion, but in no event shall an employee be permitted to accumulate more than seventy-two
26 (72) hours of compensatory time. Any portion of a compensatory time balance accumulated may
27 be carried forward from one calendar year to a subsequent calendar year; however, any such
28 balance carried forward may only be taken off and may not be paid out, except in the case of
29 termination. Once per month, except in December, and in conjunction with the time sheets
30 submitted for the last pay date of each month, employees may request payout of any
31 compensatory time balance accrued during that calendar year (except as noted above). Payout is
32 made at the then current rate of pay. The City will not cancel previously approved compensatory
33 time off.
34

35 Overtime for Firefighters, Firefighter/Paramedics, and Lieutenants shall be for hours worked in
36 excess of the normal workday or normal work week and will be computed upon a two hundred
37 thirty (230) hours work month.
38

39 An employee who is required to be available to testify in court on the employee's off day will be
40 guaranteed a minimum of four (4) hours at the overtime rate. If the employee is required to stay
41 past 4 hours, the employee will be paid for the number of hours worked based on completed 15-
42 minute increments. The employee will report to work at 8:00 a.m. and will be assigned duties
43 that don't interfere with the employee being able to report to court. If an employee is released
44 from court duty in less than 4 hours, the employee can either choose to leave work and forfeit the
45 remainder of the 4 hours of overtime or the employee can elect to work thru the 4 hour period.
46

47 Section 5. Mileage will be paid at the IRS mileage reimbursement rate for members who use their
48 personal vehicles for required trainings and other use of personal vehicle for City or Department
49 business. A rate of \$1.00 per round trip will be paid for off-duty call backs and station transfers.

1
2 Section 6. Employees temporarily assigned to act as a higher ranking officer (including, but not
3 limited to Acting Lieutenant or Acting Battalion Chief) shall be paid a premium of one dollar
4 and fifty cents (\$1.50) per hour while filling that assignment.
5

6 Section 7. A trade of duty time may be made by any Association member with the approval of an
7 officer with notification to the Shift Commander when possible. Such approval shall not be
8 unreasonably withheld. However, a trade of duty time shall not interfere with the operations of
9 the Department, and the City shall not incur any overtime liability because of such trades. In
10 addition to current policy and for those otherwise within management rights, trades that are not
11 within rank or qualification (meaning Lieutenant, paramedic, and ladder operator), may be
12 cancelled with at least 48 hours notice. Trading by a lieutenant with an approved Reserve Officer
13 does not satisfy the requirement that "one lieutenant shall be on duty at all times" and such trades
14 shall be considered trading below rank and may be cancelled. Association members recognize
15 that repayment of trades is an obligation between the members and it shall be the responsibility
16 of the individuals involved in the trade to see that they fulfill such obligation.
17

18 Section 8. In the event that a Firefighter/Paramedic wishes to leave the paramedic program he/she
19 may obtain a transfer to the position of Firefighter provided that the employee makes a written
20 request to the Department stating his/her reasons for the transfer; the employee is competent to
21 perform the duties of a Firefighter; a suitable replacement is available from Firefighter ranks and
22 the replacement volunteers to be transferred to the position of Firefighter/Paramedic; and the
23 replacement has successfully completed the paramedic training program.
24

25 **ARTICLE VII**
26 **Holidays**
27

28 Section 1. The members covered under this agreement will receive the following holidays with
29 pay:
30

- | | | | | | |
|----|----|------------------|----|----|--------------------------------------|
| 31 | a) | New Year's Day | 37 | g) | The day after Thanksgiving |
| 32 | b) | President's Day | 38 | h) | December 24th |
| 33 | c) | Memorial Day | 39 | i) | December 25th |
| 34 | d) | Independence Day | 40 | j) | The day preceding New Years Day |
| 35 | e) | Labor Day | 41 | k) | Three (3) Personal Days ¹ |
| 36 | f) | Thanksgiving Day | | | |

42
43¹ For the initial calendar year of employment for a new employee, the new employee will receive
44 three personal days if they have a starting date prior to March 1, two personal days if they have
45 a starting date on or after March 1 but before July 1, 1 personal day if they have a starting date
46 on or after July 1 but before November 1, and no personal days if they have a starting date on or
47 after November 1.
48

49 Section 2. The Fire Marshal shall receive time off with pay at the rate of eight (8) hours per day
50 for each of the Holidays designated above at a time approved by the Fire Chief, provided,
51 however, that such time off for no more than two (2) holidays may be carried over into the next
52 succeeding calendar year. In the event that the Fire Marshal takes such holiday time off in
53 advance of the actual date of the holiday and terminates prior to such holiday date, the payment

1 for such holiday will be deducted from his final paycheck. In the event the Fire Marshal
2 terminates and has not taken time off for a holiday which has occurred prior to his or her
3 termination, he or she shall receive payment for such holiday on his or her final paycheck.
4

5 Section 3. Notwithstanding any other provision of the Agreement, holidays must be arranged so as
6 to not interfere with the normal operations of the Department.
7

8 Section 4. Subject to Article VII, Section 3 of the Agreement, holidays for Firefighters,
9 Firefighter/Paramedics, and Lieutenants shall be determined based on the employee's shift
10 seniority. The most senior employee on a shift shall have first opportunity to choose a holiday,
11 followed by the next senior employee and so forth until the employees have chosen all holidays.
12 Firefighters, Firefighter/Paramedics, and Lieutenants shall not choose holidays separately.
13 Firefighters, Firefighter/Paramedics, and Lieutenants shall be permitted to double up their
14 scheduled holidays or triple up at the discretion of the Fire Chief.
15

16 Section 5. Employees may elect to use one of their three (3) personal days as emergency leave to
17 deal with legitimate personal emergencies. Employees wishing to take such leave must first
18 fully inform the Chief of the reasons why they require such leave. The granting of time off for
19 such purposes shall be subject to the sole discretion of the Chief or other designated officer.
20 However, approval of such leave shall not be unreasonably withheld. The Chief or designated
21 officer may approve leave in any time increment he or she deems appropriate, not to exceed a
22 total period of one (1) personal day.
23

24 Section 6. Holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall receive one work
25 day off with pay for each holiday designated in Article VII, Section 1 of the Agreement.
26 Holidays shall be taken at a time approved by the Fire Chief. Time off for no more than two (2)
27 holidays may be carried over into the next succeeding calendar year, except as may be permitted
28 by the Fire Chief under special circumstances, with the knowledge and approval of the Director
29 of Administration. In the event an employee takes such holiday time off in advance of the
30 actual day of the holiday and terminates prior to such holiday date, the payment for such holiday
31 will be deducted from his final paycheck. In the event an employee terminates his/her
32 employment and has not taken time off for a holiday which has occurred prior to his
33 termination, he shall receive payment for such holiday on his final paycheck.
34

35 Section 7. The City will not cancel previously approved holidays/personal days.
36
37

38 **ARTICLE VIII**
39 **Vacations**
40

41 Section 1. Vacation Benefits
42

43 (a) The Fire Marshal covered under the terms of this Agreement shall have vacation benefits
44 as follows:
45

- 46 (1) Eighty (80) hours of vacation with full pay after completion of one (1) year of
47 employment.
48
49 (2) One hundred twenty (120) hours of vacation with full pay after completion of seven
50 (7) years of employment.

- 1
2 (3) One hundred sixty (160) hours of vacation with full pay after completion of thirteen
3 (13) years of employment.
4
5 (4) Two hundred (200) hours of vacation with full pay after completion of eighteen (18)
6 years of employment, provided the employee has accumulated at least one hundred
7 thirty (130) days of sick leave in the year the vacation is to be taken.
8
9 (5) In the event that within the current and/or last five calendar years the employee has
10 suffered a major illness or a series of successive major illnesses wherein the
11 employee has used twenty (20) successive days of sick leave, and would have
12 accumulated a sufficient number of sick days to qualify for the vacation benefit set
13 forth above had such major illness not occurred, then those days taken for major
14 illness sick leave shall be counted to arrive at the one hundred thirty (130) day sick
15 leave accumulation required in (4) above.

16
17 (b) Firefighters, Firefighter/Paramedics, and Lieutenants shall be entitled to vacation pay in
18 accordance with the following schedule:
19

- 20 (1) Six (6) working days of vacation with full pay after completion of one (1) year of
21 employment.
22
23 (2) Nine (9) working days of vacation with full pay after completion of seven (7) years
24 of employment.
25
26 (3) Twelve (12) working days of vacation with full pay after completion of thirteen
27 (13) years of employment.
28
29 (4) Fifteen (15) working days of vacation with full pay after completion of eighteen (18)
30 years of employment, provided the employee has accumulated at least sixty-five (65)
31 days of sick leave in the year the vacation is to be taken.
32
33 (5) In the event that within the current and/or last five calendar years the employee has
34 suffered a major illness or a series of successive major illnesses wherein the employee
35 has used twenty (20) successive days of sick leave, and would have accumulated a
36 sufficient number of sick days to qualify for the vacation benefit set forth above had such
37 major illness not occurred, then those days taken for major illness sick leave shall be
38 counted to arrive at the sixty-five (65) day sick leave accumulation required in (4) above.
39

40 Section 2. Notwithstanding any other provision contained in this Article, vacations must be
41 arranged, so as not to interfere with the normal operations of the department.
42

43 Section 3. Vacation allowance shall not be accumulated from year to year, except as may be
44 permitted by the Fire Chief under special circumstances, with the knowledge and approval of the
45 Director of Administration.
46

47 Section 4. Subject to Article VIII Section 2 of the Agreement, vacations for Lieutenants,
48 Firefighters, and Firefighter Paramedics shall be determined based on the shift seniority. In the
49 first round, the most senior shift employee shall be permitted to select two, three-day vacation
50 cycles followed by the next senior and so forth until all shift members have selected two, three-

1 day cycles. All employees who have earned additional vacation cycles will be permitted to
2 select these cycles, one three-day cycle at a time, in the established seniority rotation. All shift
3 personnel are allowed to triple up on vacations (three individuals selecting the same three-day
4 cycle) provided, following completion of the vacation and holiday selection (meaning after both
5 selection steps combined, not after each selection step), a minimum of two shift personnel are
6 scheduled off on every work day of a shift throughout the year and further provided that a
7 Lieutenant (Fire or Med) is scheduled for every work day throughout the year. (The Chief at his
8 sole discretion may waive the "minimum of two shift personnel..." requirement in the event of
9 excessive staff vacancies.)

10
11 Section 5. A member will not be mandated in for service during the 4 days before a scheduled 9-
12 day vacation cycle, resulting in protection for an entire 13-day vacation cycle.

13
14 **ARTICLE IX**
15 **Longevity**

16
17 Section 1. Each eligible employee commencing the regular pay period following eligibility shall
18 receive longevity pay in addition to the regular salary based on the following schedule:

19
20

Length of Employment	Officers/Fire Marshal	Firefighters
After five 5 years of service	\$14.00/month	\$13.00/month
After ten 10 years of service	\$29.00/month	\$27.00/month
After fifteen 15 years of service	\$43.00/month	\$40.00/month
After twenty 20 years of service	\$58.00/month	\$53.00/month
After twenty-five 25 years of service	\$72.00/month	\$67.00/month

21
22 **ARTICLE X**
23 **Sick Leave**

24
25 Section 1. Sick leave for all employees shall accrue at the rate of one-half (.5) working day for
26 each full month of service to the maximum cumulative total of one hundred eighty (180) days.
27 A full month of service for the Fire Marshal and for other members who work a 40-hour work
28 week (who shall accrue 8 hours of sick leave for each full month of service) shall refer to a
29 month in which the individual receives pay for at least ten (10) regular work days (or 80 hours
30 in the case of a four (4) day per week employee). A full month of service for Firefighters,
31 Firefighter/Paramedics, and Lieutenants shall refer to a month in which they receive pay for at
32 least five (5) regular work days.

33
34 Section 2. All unused accumulated sick leave credit is automatically canceled upon separation,
35 except that employees that are laid off for reasons not discreditable to them will retain their
36 unused accumulated sick leave provided they are re-appointed within one (1) year from the date
37 of layoff.

38
39 Section 3. Any holiday, regular off-duty day, or vacation day falling during a member of the
40 Department's absence due to a condition for which sick leave credit would be granted shall not
41 be considered a chargeable day of sick leave.

1 Section 4. Except as otherwise required as a continuation of benefits under state and/or federal
2 FMLA rules, at the start of the third calendar month following the date upon which an employee
3 on sick leave reaches the end of the maximum allowable FMLA leave period, such employee
4 continuing on sick leave will not continue to accrue additional sick leave until returning to work.
5 (Example: If FMLA expires April 10, sick leave benefits cease accruing July 1.)
6

7 Section 5. An employee's maximum continuous use of sick leave, inclusive of FMLA leave, shall
8 not exceed 90 sick days. A "Continuous" period is not interrupted by other paid leave types and
9 is understood to be interrupted by a return to work of at least 3 consecutively scheduled
10 work/shift days.
11

12 Section 6. Employees may be granted a leave of absence period in the event of medical need up to
13 a maximum of 6 months for each of the initial-term and the extended-term, based upon
14 documented medical need as provided by the employee, which is subject to independent medical
15 examination at the cost of the City. Leave of absences shall continue to be administered in
16 accordance with the policy as established from time to time by the City as set forth in the
17 Employee Handbook.
18

19 Section 7. Sick Leave Incentive Program: Employees who do not take sick leave during a
20 specified four month period (January through April, May through August, and September
21 through December) shall receive 8 hours of additional sick leave, provided the employee
22 worked and was paid for working (including holiday, vacation, and comp-time) at least one
23 complete FLSA cycle during that specified period (unless otherwise required by FMLA).
24 Additionally, an employee receiving each of the 8-hour incentive awards during a calendar year
25 shall receive an additional day (24 hours) of sick leave.
26
27

28 ARTICLE XI 29 **Severance Pay Benefits** 30

31 Section 1. Upon separation, except in the case of discharge for cause or when the member has less
32 than 5 years of service, the member shall be entitled to a Severance Pay Benefit generally based
33 upon the employee's amount of unused sick leave (sick leave balance) and upon a maximum
34 benefit as calculated for each employee.
35

36 (a) Calculation of the Maximum Number of Severance Hours (Cap):
37

38 (1) Factor Method: The maximum number of hours for which an employee can
39 receive a severance payout is equal to the product of (Y) the number of years of
40 service (a fraction truncated to one decimal) completed prior to January 1, 2011,
41 multiplied by (SBF) the applicable "Severance Benefit Factor" for the
42 employee's total years of service (as set forth in "(b)" below) multiplied by three-
43 quarters (.75), plus the product of (Z) the employee's number of years of service
44 (a fraction truncated to one decimal) completed since January 1, 2011, multiplied
45 by (SBF) the applicable "Severance Benefit Factor" for the employee's total
46 years of service (as set forth in "(b)" below).
47

48 $[Max = (Y \times SBF \times .75) + (Z \times SBF)]$
49

50 (2) Grandfathering Current Maximum: For members hired prior to 8/31/12, the
maximum number of hours for which an employee can receive a severance

1 payout is the greater of that number calculated per number 1. above or the
2 following:

3
4 Completed full years of service (max 30, no fraction) x 2 x 8 x 1.4

5
6 [Note: This formula equals the cap as per the 2010-2012 Agreement providing a
7 cap of two (2) 8-hour days per year of service. The 1.4 factor adjusts for the
8 adjusted hourly wage rate used within the formula at the time.]

9
10 (3) Forty-Hour-Per-Week Employees: For forty-hour-per-week employees, the
11 maximum number of hours for which an employee can receive a severance
12 payout is the following:

13 Completed full years of service (max 30, no fraction) x 2 x 8

14
15 (b) Severance Benefit Factor: The applicable Severance Benefit Factor for an individual is
16 taken from the column/cell to the right of the column/cell that reflects the individual's
17 completed years of service.
18
19

Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor
5	17.5	14	22.0	23	26.70
6	18.0	15	22.5	24	27.35
7	18.5	16	23.0	25	28.15
8	19.0	17	23.5	26	28.95
9	19.5	18	24.0	27	29.80
10	20.0	19	24.5	28	30.80
11	20.5	20	25.0	29	31.80
12	21.0	21	25.5	30+	33.33
13	21.5	22	26.1		

20
21 (c) Calculation of Severance Pay Benefit:

22
23 (1) The Severance Pay Benefit for an individual retiring, as per WRS, is the greater
24 of (i) or (ii) below, provided the requirements for that section are met:

25
26 (i) Factor Method:

27
28
$$\frac{\text{Number of Hours of Sick Leave at Separation}}{2} \times \text{Hourly Rate in Appendix A}$$

29 (including Ladder Operator Pay)

30
31 [Requirement Note: The "Number of Hours of Sick Leave at Separation" to be
32 applied within the formula is capped at twice the "Maximum Number of
33 Severance Hours" as calculated under "Factor Method" above. In other words,
34 an individual with a Maximum Number of Severance Hours calculated at 500
35 must have 1,000 (or two times) the number of hours of sick leave available on the
36 book to receive the maximum Severance Pay Benefit.]

37
38 (ii) Grandfathering Current Maximum:
39

1 Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A
2 (including Ladder Operator Pay)
3

4 [Requirement Note: The "Number of Hours of Sick Leave at Separation" to be
5 applied within the formula is capped at the "Maximum Number of Severance
6 Hours" as calculated under "Grandfathering Current Maximum" above.]
7
8

9 (2) The Severance Pay Benefit for a Forty-Hour-Per-Week-Employee

10
11 Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A
12 (including Ladder Operator Pay)
13

14 [Requirement Note: The "Number of Hours of Sick Leave at Separation" to be
15 applied within the formula is capped at the "Maximum Number of Severance
16 Hours" as calculated under "Forty-Hour-Per-Week-Employees" above.]
17
18

19 (3) The Severance Pay Benefit for an individual separating with at least 5 full years
20 of service, but not retiring as per WRS, is half of the Severance Pay Benefit
21 calculated in "(1) (i)" above.
22

23 (d) Employees Exceeding 30 Years of Service: The total number of years of service that can
24 be applied in the formulas within "(a)" above is 30 years of service. For individuals that
25 exceed 30 years of service, the employee's actual number of years of service completed
26 since January 1, 2011 is used within the formula in (a) (1) "Factor Method," above, and
27 the remaining possible years of service (30 minus years of service since January 1, 2011)
28 is applied as the years of service prior to 2011. (As such, an employee who stays beyond
29 the 30th year is increasing the maximum cap by adding additional fully credited year(s)
30 and dropping pre-2011 year(s) credited at three-quarters.)
31

32 Section 2. In the case of the death of an employee, that vacation which said employee has earned
33 up to his anniversary date, and holidays not taken, as in accordance with the existing
34 Agreement, shall be paid to the beneficiaries or estate.
35

36 **ARTICLE XII**
37 **Malpractice Insurance**
38

39 Section 1. The City shall provide malpractice insurance for all Firefighters,
40 Firefighter/Paramedics, and Lieutenants.
41
42

43 **ARTICLE XIII**
44 **Clothing Allowance**
45

46 Section 1. Each member covered by this Agreement and an employee actively at work on the
47 following referenced dates shall receive a uniform allowance in the amount of Four Hundred
48 Seventy-Five Dollars (\$475.00) per year effective 1/1/2017, which allowance shall be paid in two
49 (2) equal installments on May 1st and November 1st of each year. Employees shall not accrue
50 clothing allowance pay for the period of time off work due to duty-incurred or off-duty injury or

1 illness, in the event that they do not return to active duty with the City. If an employee who is off
2 work due to duty-incurred or off-duty injury or illness does return to active duty, such employee,
3 upon return, shall be entitled to the clothing allowance that they would otherwise have been
4 entitled to, but not more than two such bi-annual payments.

5
6 Section 2. All new hired employees shall receive the full uniform allowance at their first pay period,
7 and shall not be eligible to receive any further clothing allowance during that calendar year. If an
8 employee terminates their employment with the City within the first 6 months of employment, the
9 employee shall be required to pay back half (50%) of the uniform allowance, and the City is,
10 hereby, authorized to deduct such reimbursement from any remaining checks or payouts.

11
12
13 **ARTICLE XIV**
14 **Hospital and Surgical Insurance**
15

16 Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees
17 will pay a percentage of the applicable monthly health insurance premium as determined by the
18 Common Council from time-to-time and as subsequently incorporated into the Employee
19 Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory
20 employees except the following maximums shall apply effective 1/1/16: Family (with HRA)
21 \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA)
22 \$139.90. Furthermore the maximum rate caps for future years, including those beyond the term
23 of this contract, will increase \$15/year for family plans and \$10/year for single plans from the
24 prior year's cap (for example "With HRA" caps for 2017 will be \$265 and \$132.50, etc.) except
25 the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate
26 shall not exceed 20% of the monthly premium.

27
28 Section 2. Any employee who retires from employment with the City under a regular pension at
29 statutory normal retirement age and who has attained twenty (20) years of full time service with
30 the City or retires under a disability pension (defined as occurring under Wisconsin Statutes
31 40.65, Duty Disability) shall be eligible for enrollment in the City's conventional hospital and
32 surgical insurance program, in accordance with one of the following options.

33
34 (a) If said retirement does not involve or pertain to a Wisconsin Statutes 40.65, Duty
35 Disability, the City shall pay seventy-five percent (75%) of the premium amount in
36 effect on the date the employee retires, whatever that figure may be, and will continue
37 to pay that amount toward the employee's health insurance coverage so long as the
38 employee is retired and until the retired employee qualifies for Medicare. Coverage
39 shall not be extended to the retiree while he is covered by another health plan of equal
40 or better benefit at no additional cost to the employee. Coverage shall terminate in the
41 event of the retiree's death.

42
43 (b) If said retirement involves an employee who retires from employment with the City
44 under Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of
45 jobs (not just fire service) and unable to work, the City shall pay seventy-five percent
46 (75%) of the cost toward the plan-type premium (ie. single, family, high-deductible,
47 etc.) amount in effect on the date the employee retires, whatever that figure may be,
48 and will continue to pay that amount toward the employee's health insurance
49 coverage so long as the employee is retired and enrolled in the plan and until the
50 retired employee qualifies for Medicare, except as noted immediately hereafter. If

1 said retiree switches from a higher-premium plan-type to a lesser-premium plan type,
2 the City will continue to pay only 75% of the lesser-premium plan-type that was in
3 effect on the date of retirement; however , if a retiree elects a plan-type with a lesser
4 premium at or after retirement an subsequently switches back to a higher-premium
5 plan-type, the City will revert to paying 75% of the higher-premium plan-type that
6 was in effect on the date of retirement only if the added dependents were eligible for
7 coverage on the date of retirement. Coverage shall not be extended to the retiree
8 while he is covered by another health plan of equal or better benefit at no additional
9 cost to the employee. Coverage shall terminate in the event of the retiree's death.

10
11 (c) If said retirement involves an employee who retires from employment with the City
12 under Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a
13 range of jobs but is unable to work in the fire service, eligibility for continued
14 enrollment in the City's conventional hospital and surgical insurance program shall
15 be for 10 years from the date of the end of the month of the last day worked, except
16 when the duty disability is presumptively caused. In the event of a 40.65 duty
17 disability presumptively caused by employment as per Wisconsin Statutes 891.455 or
18 its successor, while such statute remains in effect, the 10-year allowance (eligibility)
19 period shall be extended for a period of 5 years beyond the last episode of the
20 condition (occurring during that 10-year period) that established the presumptive
21 evidence of disability. In this instance, the City shall pay seventy-five percent (75%)
22 of the cost toward the plan-type premium (ie. single, family, high-deductible, etc.)
23 amount in effect on the date the employee retires, whatever that figure may be, and
24 will continue to pay that amount toward the employee's health insurance coverage so
25 long as the employee is retired and enrolled in the plan and until the retired employee
26 qualifies for Medicare, except as noted immediately hereafter. If said retiree
27 switches from a higher-premium plan-type to a lesser-premium plan type, the City
28 will continue to pay only 75% of the lesser-premium plan-type that was in effect on
29 the date of retirement; however , if a retiree elects a plan-type with a lesser premium
30 at or after retirement an subsequently switches back to a higher-premium plan-type,
31 the City will revert to paying 75% of the higher-premium plan-type that was in effect
32 on the date of retirement only if the added dependents were eligible for coverage on
33 the date of retirement. Coverage shall not be extended to the retiree while he is
34 covered by another health plan of equal or better benefit at no additional cost to the
35 employee. Coverage shall terminate in the event of the retiree's death.

36
37 Section 3. Rehiring Preference: Individuals receiving a 40.65 duty disability after the effective
38 date of this contract may be considered as eligible for placement on a 'Reinstatement List' for a
39 period of three years after the date of receipt of the duty disability, provided such individual
40 meets the qualifications of the position and submits a completed application during the
41 advertising period. After such 3-year period, the individual may receive a hiring preference
42 equivalent to the "Veterans Rating Adjustment" as provided for by section 5.7.3, or its
43 successor, of the Civil Service System Personnel Administration Program, subject to submission
44 of supporting documentation as may be determined by the City. This provision does not create a
45 property interest in any position or right to employment with the City, nor enhance any such
46 interest or right that may be determined to exist absent this language.

47
48 Section 4. The parties acknowledge that by operation of Wisconsin Statute Section
49 §111.70(4)(mc)(6) the design and selection of the health care coverage plan is a prohibited

1 subject of bargaining, and, as such, City has the right to create additional plan types, such as but
2 not limited to Employee plus one or high-deductible plans.

3
4
5 **ARTICLE XV**
6 **Dental Insurance**

7
8 Section 1. Dental Insurance shall be made available by the City which benefit levels shall be the
9 same as generally applies to non-represented, non-supervisory employees. The City shall pay
10 100% of the single premium. An Employee shall pay the difference between the single
11 premium and any other plan-type premium selected by the Employee.

12
13
14 **ARTICLE XVI**
15 **Life Insurance**

16
17 Section 1. The City shall pay the full premium of the Life Insurance Plan currently in effect for
18 each member, and shall retain the right to designate the insurance carrier.

19
20
21 **ARTICLE XVII**
22 **Wisconsin Retirement Fund**

23
24 Section 1. For all employees covered by this Agreement who were hired prior to July 1, 2011, and
25 who participate through the City of Franklin in WRS:

- 26
27 (a) effective the start of the pay period closest to, but on or after, January 1, 2013,
28 each such employee will pay a portion of the contribution required by the WRS
29 equal to 3% of the employee's gross earnings, per WRS Guidelines, and
30
31 (b) effective the start of the pay period closest to, but on or after, January 1, 2014,
32 each such employee will pay a portion of the contribution required by the WRS
33 equal to the full employee share, as identified by WRS and as per WRS
34 Guidelines (currently the employee share of the WRS rate as actuarially
35 determined by the WRS for general employees).

36
37 Section 2. In accordance with State law and effective January 1, 2013, all employees covered by
38 this agreement who were hired on or after July 1, 2011, must contribute the full employee's
39 share to the WRS Pension Plan, which is currently defined as the WRS rate as actuarially
40 determined by the WRS for general employees.

41
42
43 **ARTICLE XVIII**
44 **Worker's Compensation**

45
46 Section 1. All employees covered by this Agreement who are eligible for Worker's Compensation
47 benefits for temporary-total or temporary-partial disability because of their employment with the
48 City, shall be paid full wages in lieu of weekly Worker's Compensation benefits for a period of

1 up to thirty (30) weeks from the date of illness or injury. In no event will such supplemental pay
2 and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take
3 home" pay. As indicated, this does not impact benefits for permanent disability.

4
5 Section 2. Any Worker's Compensation payments received by said member shall be paid over to
6 the City. When the City shall have made any such payment and the employee makes claim for
7 damages other than disability insurance carried by an employee at his own expense against any
8 third party and/or such third party's insurer, the City shall be entitled to receive from any
9 damage recovery by such employee, reimbursement for wages paid in the same proportion as
10 prescribed by Section 102.29 of the Wisconsin Statutes governing Worker's Compensation.

11
12 Section 3. WRS rules provide for a suspension of applying employee-required contributions while
13 receiving temporary disability compensation but also provides for the employer to make a full
14 recovery (reimbursement) of all suspended payments following a return to work. Therefore, in
15 order to comply with Section 1 and to avoid a reduction in normal net "take home" pay
16 following return to work after receiving temporary Workers Compensation disability payments,
17 the employees authorize a voluntary payroll deduction equal to the equivalent amount of WRS
18 payments that would otherwise be due when maintaining the employee's normal net "take
19 home" pay. The City will then offset this voluntary deduction against allowable additional
20 employee-required contributions that may be recovered from the employee's earnings after the
21 employee returns to work. The aggregate or net impact over the period while receiving
22 temporary Workers Compensation disability payments and after the employee returns to work is
23 to maintain the employee's normal net "take home" pay.

24
25 Section 4. Any holiday, regular off-duty day, or vacation day falling during a member of the
26 Department's absence due to a condition for which the employee is off work receiving Workers
27 Compensation disability payments shall not be considered a chargeable day of workers
28 compensation leave, except as may be required under FMLA. An employee who is off work on
29 workers compensation may repost one 3-day vacation cycle per calendar year, provided the
30 vacation occurred during the period of workers compensation leave.

31
32
33 **ARTICLE XIX**
34 **Funeral Leave**
35

36 Section 1. The purpose of funeral leave is to allow an employee time off to handle issues related
37 to the funeral, attend funeral services or ceremonies, or to handle matters related to the
38 resolution of the estate of specified relatives. Funeral leave will be restricted to these types of
39 activities. Upon application, a leave of absence of two (2) days with full pay shall be allowed in
40 the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law
41 or mother-in-law. If the relative's death occurs on or the news first arrives during a duty day
42 when the employee is already at work, the employee is allowed to leave work; the duty day is
43 considered funeral leave; and the employee is allowed the two (2) additional days applied above.
44 Leave will normally be used the two (2) scheduled work days immediately following the death
45 of the relative. Upon application, one (1) day with full pay shall be allowed in the event of the
46 death of the member's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent,
47 step-parent, step-child and step-brother/sister. Upon application, one (1) day with full pay shall
48 be granted in the event of the death of the member's aunt or uncle, if the funeral falls on a
49 scheduled workday and the member attends the funeral or service. Funeral leave for those
50 relatives that allow 1 day off will normally be used within 1 week (7 days) of the death. Both

1 parties recognize that these time constraints may not fit all situations and provisions will be
2 made to provide for such leave for services that fall outside the norm.

3
4 Section 2. All applications for funeral leave shall be in writing and accompanied by a copy of the
5 obituary for the deceased. The leave request shall be submitted to the Fire Chief, or another
6 officer in the Chief's absence, at the time of request for such leave. The funeral leave is not to
7 be deducted from sick leave. If a funeral occurs during a scheduled vacation or holiday, funeral
8 leave can be substituted for the vacation or holiday leave.

9
10
11 **ARTICLE XX**
12 **Military Leave**

13
14 Section 1. Each member of the Association who is required to take a period of training with an
15 organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps,
16 Coast Guard, or the National Guard, and who is ordered to active duty, shall be granted a leave
17 of absence for a period not in excess of 112 hours annually upon submission to the Fire Chief of
18 evidence of receipt of authentic orders.

19
20 Section 2. Any member of the Association who has completed one (1) year of continuous service
21 with the City shall be compensated for the difference between their base service pay and their
22 base departmental compensation for a period equivalent to the approved military leave, but not
23 to exceed 112 hours per year, if the base service compensation is less than the base City
24 compensation.

25
26
27 **ARTICLE XXI**
28 **College Educational Incentive Program**

29
30 Section 1. Employees who have completed 2 years of full time service with the City shall be eligible
31 for the following education reimbursement:

32
33 (a) Five (5) members per year may be reimbursed for tuition for college classes up to a
34 maximum of \$1000 each. To be eligible for this reimbursement, the following
35 conditions must be met:

- 36
37 (1) Tuition reimbursement is subject to approval by the Fire Chief.
38
39 (2) Tuition reimbursement will be paid after proof of completion of the course and
40 grade, such as a transcript, are submitted to the Chief. An employee will be
41 reimbursed up to \$1000 if he attains an A, up to \$750 for a B, and up to \$500 for
42 a C.
43
44 (3) An employee who receives tuition reimbursement from the City agrees to
45 continue his/her employment with the City for 2 years following the date of the
46 education reimbursement. An employee who leaves employment less than 2
47 years from the date of reimbursement shall reimburse the City for all such tuition
48 reimbursement received during the previous 2 years, and the City is, hereby,
49 authorized to deduct such reimbursement from any remaining checks or payouts.

1 (4) The City shall not be responsible for the cost of any books, supplies, or other
2 items and services. The City shall be responsible for tuition only to the extent
3 set forth in this Section (a) above.
4

5 (b) Employees who receive State Certification for recognized State Certification courses
6 shall receive \$3.00 per month for each level of State Certification, including but not
7 limited to the following: M.P.O., Instructor, Officer, Fire Inspection, Car Seat
8 Technician, SCBA Technician, Aerial, and EMT Instructor.
9

10 Section 2. Payment shall be made within thirty (30) days following the close of each calendar year.
11

12 Section 3. The City will reimburse payments made by employees for registration on the National
13 Registry of Emergency Medical Technicians if registry on the list is required for continued
14 participation in the Paramedic Program.
15
16

17 **ARTICLE XXII**
18 **Voluntary Benefit Provisions**
19

20 Section 1. AFLAC. Employees shall have the option of purchasing short-term disability insurance,
21 personal accident insurance, personal hospital intensive care insurance, and/or cancer protection
22 insurance from AFLAC. Employee participation in this 100% employee paid benefit requires
23 that premiums be paid through payroll deduction.
24

25 Section 2. Liberty Mutual (Auto and Home Insurance). Employees have the option of purchasing
26 auto and home insurance from Liberty Mutual under their Group Savings Plan.
27
28

29 **ARTICLE XXIII**
30 **Direct Deposit**
31

32 Section 1. All employees will be required to sign up for Direct Deposit of payroll checks. The City agrees
33 to pay for the cost of any fees imposed as a result of the City's error.
34

35 Section 2. The City agrees to provide electronic transfer of employee deferred compensation contributions
36 to City approved deferred compensation plans.
37
38

39 **ARTICLE XXIV**
40 **Donation of Vacation Time**
41

42 Section 1. Employees may donate vacation time to another employee in the event of illness or
43 injury if the ill or injured employee does not have sick, compensatory, or vacation time left in
44 his/her account. An employee may donate a maximum of 25% of such donor employee's
45 current accumulated vacation time during the subsequent two (2) year period. There shall be an
46 aggregate limit to such transfer of vacation time by all other employees to any one employee of
47 two hundred (200) hours in a two (2) year period. All such requests for transfer of vacation time
48 under this Section shall be in writing and approved by the Director of Administration. This

1 donation of time is also subject to discretion of the employee's Department Head and based on
2 workload and staffing of the Department.

3
4 **ARTICLE XXV**
5 **Promotions**

6
7 Section 1. Promotions shall be affected in accordance with Section 62.13 Wis. Stats. The City
8 shall post promotional opportunities on a bulletin board where bargaining unit employees are
9 working for a period of fifteen (15) calendar days.

10
11 Section 2. An employee selected for promotion shall be given a trial period which shall be set by
12 the Fire Chief but shall not be less than thirty (30) days. The trial period shall not include any
13 initial period designated for employee training. If during the trial period the employee is found
14 not to be qualified or does not wish to continue employment in the position to which he/she is
15 promoted, the City shall return the employee to his/her former position.

16
17 **ARTICLE XXVI**
18 **Consolidation**

19
20 Section 1. Should the City decide to consolidate its Fire Department with another
21 municipality(ies), the City will honor the existing contract for wages and benefits until a new
22 service provider is in place. Once the decision to consolidate is made, the City will agree to
23 have the Union represented in the consolidation process and will be open to their concerns.

24
25 **ARTICLE XXVII**
26 **Special Duty Pay**

27
28 Section 1. Members who are active on a technician level Haz-Mat Team (as defined by NFPA
29 472) or a technician level Technical Rescue Team (as defined by NFPA 1670c.11; including
30 trench and excavation search and rescue; along with the sub-disciplines of confined space search
31 and rescue, rope rescue, and vehicle and machinery rescue) or a Dive Team that is, and for the
32 period that it continues to be, designated by the Fire Chief, at his sole discretion, as authorized
33 to engage in mutual aid as a Dive Team shall receive a premium pay of \$46.00/month. The
34 determination of membership on these teams shall be at the sole discretion of management,
35 using the current promotion process for appointment to the Teams. Special duty pay does not
36 apply to a general level of competency in a functional or operational area that is generally
37 expected of all members of the department.

38
39 **ARTICLE XXVIII**
40 **Long Term Disability**

41
42 Section 1. A Long Term Disability Insurance Policy will cover all members of this agreement.
43 The members will pay all costs of this voluntary program. The City will provide for a payroll
44 deduction, and forward the premium payments to the agreed upon insurance company.

ARTICLE XXIX
Duration of Agreement

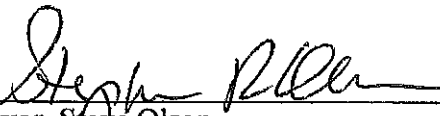
Section 1. This Agreement shall become effective January 1, 2016 and shall continue in full force and effect until December 31, 2018. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement, except as otherwise provided for by law.

Section 2. The terms of this Agreement shall not be changed or altered by any subsequent Ordinance, Resolution, Executive Order, or Legislative Act of any kind during the duration of this Agreement unless both parties to this Agreement agree to such change or alteration. In the event of an impasse, each party reserves the right to seek agreement through mediation/arbitration.

Section 3. If any part or all parts of this Agreement are invalid, it shall not invalidate the entire Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 6th day of

October, 2017 at Franklin, Wisconsin.



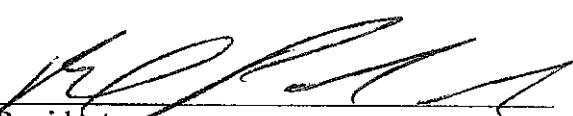
Mayor, Steve Olson



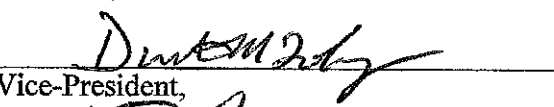
Director of Clerk Services, Sandra Wesolowski



Director of Administration, Mark Lubarda



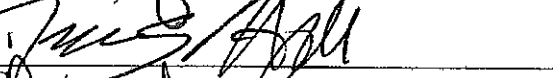
President,




Vice-President,



Treasurer,



Secretary,



Bargaining Member,

Bargaining Member,



1
2
3

APPENDIX A

The following are the rates of pay for the various classifications of employees:

7/1/2016 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$17.55	\$4,258.34	\$17.72	\$4,300.92	\$27.82	\$4,821.61	\$18.39	\$4,463.82	\$18.58	\$4,508.46	\$19.31	\$4,686.44	\$19.64	\$4,766.44
Step 2 7-12 months	\$18.15	\$4,403.89	\$18.33	\$4,447.93	\$29.46	\$5,106.47	\$19.03	\$4,617.96	\$19.22	\$4,664.14	\$19.96	\$4,843.42	\$20.29	\$4,923.42
Step 3 13-24 months	\$21.14	\$5,128.83	\$21.35	\$5,180.12	\$31.13	\$5,395.47	\$22.17	\$5,379.99	\$22.39	\$5,433.79	\$23.29	\$5,651.14	\$23.62	\$5,731.14
Step 4 25-36 months	\$21.86	\$5,305.79	\$22.08	\$5,358.85	\$32.77	\$5,680.32	\$22.92	\$5,562.66	\$23.15	\$5,618.29	\$24.09	\$5,845.21	\$24.42	\$5,925.21
Step 5 37-48 months	\$22.59	\$5,482.73	\$22.82	\$5,537.56	\$34.40	\$5,963.09	\$23.71	\$5,753.87	\$23.95	\$5,811.41	\$24.90	\$6,042.15	\$25.23	\$6,122.15
Step 6 48+ months	\$24.90	\$6,042.15	\$25.15	\$6,102.57	\$36.08	\$6,254.16	\$26.80	\$6,504.53	\$27.07	\$6,569.58	\$28.16	\$6,832.74	\$28.49	\$6,912.74

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

1/1/2017 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$17.90	\$4,343.51	\$18.08	\$4,386.95	\$28.37	\$4,918.04	\$18.76	\$4,553.10	\$18.95	\$4,598.63	\$19.70	\$4,780.17	\$20.03	\$4,860.17
Step 2 7-12 months	\$18.51	\$4,491.97	\$18.70	\$4,536.89	\$30.05	\$5,208.60	\$19.41	\$4,710.32	\$19.60	\$4,757.42	\$20.36	\$4,940.29	\$20.69	\$5,020.29
Step 3 13-24 months	\$21.56	\$5,231.41	\$21.77	\$5,283.72	\$31.75	\$5,503.38	\$22.61	\$5,487.59	\$22.84	\$5,542.47	\$23.75	\$5,764.16	\$24.08	\$5,844.16
Step 4 25-36 months	\$22.30	\$5,411.91	\$22.52	\$5,466.03	\$33.43	\$5,793.93	\$23.38	\$5,673.91	\$23.62	\$5,730.65	\$24.57	\$5,962.11	\$24.90	\$6,042.11
Step 5 37-48 months	\$23.05	\$5,592.38	\$23.28	\$5,648.30	\$35.09	\$6,082.35	\$24.19	\$5,868.95	\$24.43	\$5,927.64	\$25.40	\$6,162.99	\$25.73	\$6,242.99
Step 6 48+ months	\$25.40	\$6,162.99	\$25.65	\$6,224.62	\$36.80	\$6,379.24	\$27.34	\$6,634.62	\$27.61	\$6,700.97	\$28.72	\$6,969.39	\$29.05	\$7,049.39

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

1/1/2018 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$18.26	\$4,430.38	\$18.44	\$4,474.68	\$28.94	\$5,016.40	\$19.14	\$4,644.16	\$19.33	\$4,690.60	\$20.09	\$4,875.77	\$20.42	\$4,955.77
Step 2 7-12 months	\$18.88	\$4,581.81	\$19.07	\$4,627.63	\$30.65	\$5,312.77	\$19.80	\$4,804.53	\$20.00	\$4,852.58	\$20.77	\$5,039.10	\$21.10	\$5,119.10
Step 3 13-24 months	\$21.99	\$5,336.04	\$22.21	\$5,389.40	\$32.39	\$5,613.45	\$23.07	\$5,597.34	\$23.30	\$5,653.31	\$24.23	\$5,879.44	\$24.56	\$5,959.44
Step 4 25-36 months	\$22.75	\$5,520.15	\$22.98	\$5,575.35	\$34.10	\$5,909.81	\$23.85	\$5,787.39	\$24.09	\$5,845.26	\$25.06	\$6,081.35	\$25.39	\$6,161.35
Step 5 37-48 months	\$23.51	\$5,704.23	\$23.74	\$5,761.27	\$35.79	\$6,204.00	\$24.67	\$5,986.33	\$24.92	\$6,046.19	\$25.90	\$6,286.25	\$26.23	\$6,366.25
Step 6 48+ months	\$25.90	\$6,286.25	\$26.16	\$6,349.11	\$37.54	\$6,506.82	\$27.89	\$6,767.31	\$28.17	\$6,834.98	\$29.29	\$7,108.78	\$29.62	\$7,188.78

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

7/1/2018 - .5% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$18.35	\$4,452.53	\$18.53	\$4,497.06	\$29.09	\$5,041.48	\$19.23	\$4,667.38	\$19.43	\$4,714.05	\$20.19	\$4,900.15	\$20.52	\$4,980.15
Step 2 7-12 months	\$18.98	\$4,604.72	\$19.17	\$4,650.77	\$30.80	\$5,339.33	\$19.90	\$4,828.55	\$20.10	\$4,876.84	\$20.87	\$5,064.30	\$21.20	\$5,144.30
Step 3 13-24 months	\$22.10	\$5,362.72	\$22.32	\$5,416.35	\$32.55	\$5,641.52	\$23.18	\$5,625.33	\$23.41	\$5,681.58	\$24.35	\$5,908.84	\$24.68	\$5,988.84
Step 4 25-36 months	\$22.86	\$5,547.75	\$23.09	\$5,603.23	\$34.27	\$5,939.36	\$23.97	\$5,816.33	\$24.21	\$5,874.49	\$25.19	\$6,111.76	\$25.52	\$6,191.76
Step 5 37-48 months	\$23.62	\$5,732.75	\$23.86	\$5,790.08	\$35.97	\$6,235.02	\$24.79	\$6,016.26	\$25.04	\$6,076.42	\$26.03	\$6,317.68	\$26.36	\$6,397.68
Step 6 48+ months	\$26.03	\$6,317.68	\$26.29	\$6,380.86	\$37.73	\$6,539.35	\$28.03	\$6,801.15	\$28.31	\$6,859.16	\$29.44	\$7,144.32	\$29.77	\$7,224.32

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 The purpose of this side-letter is to acknowledge that, prior to the end of 2013, the City of Franklin will
8 increase the number of deferred compensation plans to include the Wisconsin Deferred Compensation
9 Program (ETF) and Nationwide, unless 1) the provisions of the plan would restrict the City's
10 participation in the plan in a manner similar to the current plans, 2) the plan has fee or administrative
11 requirements substantially more burdensome than the current plans, or 3) the plan requires termination of
12 any of the City's existing plans.
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1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 In conjunction with the mutually negotiated language whereby Battalion Chiefs no longer select
8 vacations and holidays in the same process with bargaining unit members and in the context of the
9 mutually negotiated terms for a 2013-2015 Agreement, the City and Association agree as follows:
10

11 1. Fire and Paramedic Lieutenants shall have equal status and fire command authority. In the absence
12 of the Battalion Chief, the shift Lieutenants shall act in the capacity of Battalion Chief on a rotating basis
13 with equal opportunity to act as shift commander. The Battalion Chief shall supervise and modify this
14 rotation as needed.
15

16 2. Battalion Chiefs will not pick with Association members for Holidays, Vacations, or fill-ins, except
17 Battalion Chiefs have first choice on filling in for any Battalion Chief vacancy, which will be done in a
18 manner prescribed by the Chief at his/her discretion, and except, prior to an Association member being
19 mandated in, a Battalion Chief may elect to work in place of an Association member during such
20 overtime opportunity.
21

22 3. All three Lieutenants on a shift (red, black, green) shall not be off at the same time (i.e. one lieutenant
23 shall be on duty at all times), except at the sole discretion of the Chief or his designee, which application
24 of the sole discretion shall not be interpreted as to create a past practice.
25

26 4. Relative to members covered by this agreement, the ratio of straight time Overtime paid out to the
27 total paid overtime must remain at no more than 50.0% (rounded) when viewed over any continuous 6
28 month (approximate based on payroll dates) period. In the event the ratio exceeds 50.0%, the City can
29 mandate in the least senior, straight-time available individual (including FLSA and vacation and holiday
30 cycle considerations) until the ratio falls back under 50.0%. The City will post the data and ratio
31 following each pay period if the ratio is exceeded. Relative to vacation and holiday considerations,
32 employees will not be mandated on the day before and after a scheduled holiday and the four days
33 leading up to scheduled vacations and the four days after. [Note: This mandate restriction for this
34 circumstance is different than the current mandate policy.]
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1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 The Director of Administration agrees to participate during 2017 in a Labor/Management Committee to
8 investigate the benefits, drawbacks, costs, and comparable application of a new station alerting system
9 and policy.
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14 Letter of Understanding
15 Between City of Franklin and the
16 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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19 In the event that an employee does not pass the physical/check-up as periodically provided by and
20 required by the City and said employee disputes the results to the Chief, the Chief shall provide the
21 employee, to the extent that it is available as determined by the Chief, access to light duty for a period of
22 up to two weeks, in lieu of immediate placement upon sick leave. Such period provides an opportunity
23 for the employee to resolve the issue with their own doctor. After the two week period, the employee
24 will be placed on sick leave until the issue is resolved. The City reserves the right to require an
25 Independent Medical Examination if there is not resolution following the communication/coordination
26 between the two doctors. This MOU shall not establish or create a requirement that such policy is or
27 shall be in the future a mandatory or required subject of bargaining, nor shall it enhance its status in that
28 regard

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<p>APPROVAL</p> <p><i>mwf JH</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>6/18/2019</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Appointment of Temporary Plumbing Supervisor</p>	<p>ITEM NUMBER</p> <p><i>M.18.</i></p>
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Chief Plumbing Inspector Robert Moehle's last day for the City was June 3, 2019. As part of Mr. Moehle's position, he carried the "Master Plumber's License" and provided plumbing supervision for all plumbing inspection work in the City as required by Stats. §145.05 (referenced below).

145.05 Plumbing supervisors, supervision.

(1) The common council of a 1st, 2nd or 3rd class city with a water system or sewerage system, or the officer or board in charge, shall appoint one or more plumbing supervisors, who shall be licensed plumbers, and unless under civil service shall serve for a term of 4 years or more subject to removal for just cause except as otherwise provided by ordinance when first appointed, but need not renew their licenses while they continue in office. They shall supervise all plumbing, new or alterations or repairs, and report to the appointing body violations of regulations, and perform such other appropriate duties as may be required. Their compensation shall be fixed by the council, board or commission.

(2) If a water system or sewerage system is established in any city, village, town or metropolitan sewerage district which has not provided for a board or officer to supervise plumbing, drainage and sewerage, the department shall take immediate and entire control of plumbing, drainage and sewerage intended to be connected with the water system or sewerage system, and exercise all the powers conferred by this section until such municipalities or district provides for such supervision.

Given this vacancy, the City will need to appoint an interim Plumbing Supervisor to fulfill the requirements of the position until such time a new Chief Plumbing Inspector holds the position. The Director of Inspection Services has arranged to have Mr. Steven Presnal assume the position of Plumbing Supervisor for the interim period between June 19, 2019 and the start date of the new Chief Plumbing Inspector position.


Mr. Presnal is fully credentialed by the Wisconsin Department of Safety & Professional Services, is a Master Plumber, and is a highly qualified plumbing industry professional who has served many years as a municipal plumbing inspector. Mr. Presnal's role would be limited to supervision of the three inspectors currently on staff who hold plumbing certifications in the Inspection Services Department. Mr. Presnal has agreed to compensation at a salaried rate of \$1,000/month for his services, which will be \$45.45 per day.

It is recommended that Mr. Presnal be appointed as a Limited Term Employee to serve as Plumbing Supervisor for the City with compensation to be established at a salaried rate of \$1,000 per month on a pro-rated basis. There are no benefits associated with this appointment.

COUNCIL ACTION REQUESTED

Motion to appoint Mr. Steven Presnal as a Limited Term Employee to serve as Plumbing Supervisor for the City of Franklin Inspection Services Department from June 19, 2019 through the start date of the new Chief Plumbing Inspector position, with compensation to be established at a salaried rate of \$1,000/month on a pro-rated basis (\$45.45/day).

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
REPORTS & RECOMMENDATIONS	Intent to Request Proposals for Demolition of Structures and Removal of Debris at 8661 W. Loomis Road	ITEM NUMBER <i>13.19.</i>

Staff has been trying for a number of years to receive authorization from the Circuit Court to remove the structures at 8661 W. Loomis Road, commonly referred to as the Mahr property. The process was reinitiated this year at the direction of the Mayor and was diligently pursued by the Director of Inspection Services with the assistance of the City Attorney's Office. The City Attorney's Office believes the necessary Court order is imminent.

Staff intends to obtain quotes using the attached Request for Proposal document which will then be incorporated into the new contracted services document; the template of which is attached for your reference. This process does not require sealed competitive bids in accordance with the statutes for public construction. That speeds up the process and adds flexibility. For example, a bid bond, which increases the cost of the project, would not be required. If the low bidder doesn't complete the project, they simply won't be paid, and a new contractor will be awarded the project.

Since this is not a publicly bid public construction project, advance authorization by the Common Council is not required by policy. Nonetheless, in this instance, staff wants to advise the Council of its actions since the next time you see the item it will be to award a contract for demolition and removal of debris and will come along with a budget modification to provide the necessary appropriations for the effort.

COUNCIL ACTION REQUESTED

Motion to receive and file.

DRAFT

**REQUEST FOR PROPOSAL (RFP)
BUILDING DEMOLITION AND REMOVAL OF DEBRIS
8661 W. LOOMIS ROAD, FRANKLIN WISCONSIN**

PROJECT SCOPE:

The City of Franklin is requesting proposals from demolition companies to demolish the buildings listed below in the "list of buildings to be demolished" and located at 8661 W. Loomis Road and to remove all demolition debris to an appropriate disposal site. The demolition services desired include, but are not limited to, the provision of technical guidance and advice, preparation of reports and project management, and on-site representation during demolition and clean-up, as well as those further described herein under the Project Specifications section. **This project shall not include removal of any personal property on the exterior premises.**

List of buildings to be demolished:

1. (1) 2-Story wood-framed primary residence building-fire damaged (approx. 879 sq. ft.)
2. (1) Garage-Combination wood/concrete block structure (approx. 440 sq. ft.)
3. (1) Pole Barn-Wood exterior (approx. 512 sq. ft.)
4. (1) Milk House-Concrete block walls (approx. 144 sq. ft.)
5. (1) Steel Silo
6. (1) Concrete Silo
7. (1) Gambrel roofed barn (approx. 1,600 sq. ft.)
8. (1) Wood shed (approx. 360 sq. ft.)
9. (1) Wood shed (approx. 200 sq. ft.)
10. (1) Wood shed (approx. 24 sq. ft.)

Proposal shall include a separate cost for each structure.

NOT INCLUDED IN THIS RFP IS THE WOOD BARN WITH THE RED METAL ROOF (approx. 2,312 sq. ft.)

PROJECT SPECIFICATIONS

Permits:

Proposer shall be responsible to ensure that all Building and Plumbing permits are obtained for demolition work in accordance with City of Franklin ordinances. Proposer shall pay all required permit fees.

Asbestos:

The Proposer shall employ or provide an asbestos abatement contractor to do an onsite assessment of the buildings to determine the presence of asbestos containing materials (ACM). All identified ACM shall be properly removed in accordance with the State of Wisconsin regulations. The asbestos abatement contractor shall be responsible to complete the required forms and notification to the Wisconsin Department of Natural Resources.

Erosion Control:

Erosion control measures shall be installed in accordance with State Code and shall remain in place until the disturbed areas are re-graded to match existing grades and replanted with grass and covered with straw. All erosion control measures shall be approved by the building inspector prior to commencing demolition work.

Sanitary Facilities:

Sanitary facilities shall be required for on-site workers.

Hours of Demolition:

All work shall be performed during the hours of 7am to 7pm Monday thru Saturday.

Dust Control:

Dust control measures shall be employed at all times.

Site Security:

The demolition area is required to be fenced or secured to prevent public access. The existing fence and swing gate along the W. Loomis Road right-of-way that fronts the property may serve as acceptable security for the property provided both are maintained in good working condition throughout the project.

Disposal of Waste:

All waste materials shall be removed from the site. Burning of waste materials on-site shall be prohibited.

Utilities:

Proposer shall be responsible to have all utilities disconnected, removed and properly abandoned at each building prior to demolition work. This shall include electrical, natural gas or heating oil and storage tank/s and sewer and water laterals. Wells or septic systems must be abandoned per the State of Wisconsin and City of Franklin Plumbing Codes. Water and sewer laterals in the public right-of-way shall be abandoned in accordance with the City of Franklin Water and Sewer Utility requirements.

Demolition Methods:

Special demolition methods utilizing explosives shall not be permitted.

Operation of Vehicles:

The Successful Proposer shall operate all company vehicles in a manner so as to not impede traffic flow on City streets.

Site Restoration:

Each building demolition site shall be re-graded after demolition to match the existing grades on-site and all disturbed areas shall be replanted with grass seed covered with straw.

Assignments or Subcontracting:

For all work, other than asbestos abatement and utility abandonments, the Successful Proposer shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the Proposer anticipates that it will need to subcontract its duties in order to fulfill the Contract requirements, that information must be disclosed in the Proposer's response. It is

anticipated that there will be asbestos containing materials in the buildings and that septic system and well abandonment work will need to be done as part of this demolition work.

Breach of Contract and City's Right to Terminate Contract:

In the event that any of the provisions of this proposal and/or resulting contract are breached by the Successful Proposer, the City shall give written notice to the Successful Proposer of the breach or pattern of behavior that constitutes the breach and allow the Successful Proposer to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Successful Proposer's receipt of notice. If the breach or pattern of behavior is not resolved, then the Director of Administration for the City of Franklin shall have the right to cancel any contract by sending written notice to the Successful Proposer of the cancellation. If the Successful Proposer should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Wisconsin and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its proposal, the City may, without prejudice to any other right or remedy, terminate the contract immediately. If the Successful Proposer fails to perform or complete the demolition and clean-up of the residential building as agreed or otherwise breaches its duties under this RFP or the resulting contract, the Successful Proposer shall be responsible for any and all costs the City incurs in obtaining satisfactory performance of the project and/or litigation costs and attorneys fees to enforce its rights under the proposal and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the City.

Insurance:

The Contractor shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the City in amounts at least equal to the minimum limits set forth below:

- A. *Limit of General/Commercial Liability* \$2,000,000
- B. *Automobile Liability; Bodily Injury/Property Damage* \$1,000,000
- C. *Excess Liability for General* \$2,000,000
- D. *Worker's Compensation per statute Employers' Liability*

Certificates of insurance evidencing the above shall be delivered to the City of Franklin upon execution of this Agreement and shall provide that such coverage may not be cancelled or amended without 30 days prior written notice to the client and naming Client as an additional insured for General Liability.

Contact:

Questions on the project or proposal shall be directed to W. Scott Satula, Director of Inspection Services, at 414-425-0084.

Submittal Date:

Proposals shall be returned to the City of Franklin Inspection Services Department 9229 W. Loomis Road, Franklin WI 53132, no later than 10:00 AM on July 1, 2019. Proposals shall be clearly marked "**Building Demolition — 8661 W. Loomis Road**". Proposers having questions regarding this RFP should request clarification from the City before submitting a proposal. Negligence or inattention of the Proposer in filing a proposal, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Proposal should include any cost to obtain necessary permits and materials as to provide compliance with the law and this proposal.

Contract Execution:

The Proposer to whom the Contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the City the form of which is attached. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that Proposer.

Incurring Costs:

The City is not liable for any costs incurred by Proposer prior to the issuance of a contract. The Successful Proposer shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The Proposer will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its proposal. In addition, the Successful Proposer shall provide all vehicles and other equipment and material necessary for the work. Proposers having questions regarding this RFP should request clarification from the City before submitting a proposal. Negligence or inattention of the Proposer in filing a proposal, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Proposal should include any cost to obtain necessary permits and materials as to provide compliance with the law and this proposal.

Acceptance of Proposal:

All Proposers understand that the City reserves the right to accept or reject any and/or all proposals, to waive any irregularities and/or errors in the proposals, negotiate with any Proposer, or to select the proposal(s), or portions thereof, most advantageous to the City. The Successful Proposer agrees that this proposal shall be good, may not be withdrawn and may be accepted by the City for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals. Upon receipt of a written Notice of Award of the Proposal, the Successful Proposer shall execute a formal Contract Agreement within ten (10) calendar days.

I hereby submit the following as my Company's proposal, with the understanding that if my proposal, or portion thereof, is accepted, I will execute a written contract with the City of Franklin which will embody the terms as outlined in the request for proposals. I further agree to meet all of the requirements and provide all of the services for the work as outlined in this proposal.

PROPOSER

Company _____

Address _____

Phone _____

Authorized Agent _____

Signature _____

Title _____

Date _____

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR"), whose principal place of business is _____

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide _____

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. The CONTRACTOR shall provide services to the CITY for _____ as described in The CONTRACTOR's proposal to the CITY dated _____, which is attached and incorporated herein as Attachment A.

B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

C. [Option 1] The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.

[Option 2] The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the CITY for each such type of use. _____

D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

Comment [ML1]: FILE IN EACH BLANK SPACE OR MAKE THE NECESSARY SELECTION OF OPTIONS AS IDENTIFIED IN EACH COMMENT.

AS EACH COMMENT IS ADDRESSED, DELETE THE COMMENT BOX. AT THE END OF THE PROCESS, YOU WILL BE LEFT WITH A BASIC, BOILER PLATE CONTRACT.

REMEMBER. EVERY CONTRACT OR SERVICE CAN BE DIFFERENT AND REQUIRE EXTRA SECTIONS SPECIFIC TO THAT SERVICE. THEY CAN BE ADDED TO THE "MISCELLANEOUS PROVISIONS" OR AS A NEW ROMAN NUMERAL OR AS OTHERWISE APPROPRIATE.

Comment [ML2]: Use the full, complete legal name of the business.

Comment [ML3]: Insert the address of the business

Comment [ML4]: This phrase can be made more specific, such as "quarry monitoring service contractor."

Comment [ML5]: Insert a brief description of the service being provided.

Comment [ML6]: Add a brief description or title of the services

Comment [ML7]: Proposal? What term did the Contractor use on their document. The term "proposal" can be changed to reflect the term on the contractor's document.

Comment [ML8]: Make sure to label their proposal and attach.

IF the services are fully described in this section and there is no separate proposal document, delete references to Attachment A throughout this document.

Comment [ML9]: Pick one option and delete the other.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____] [a fixed fee of \$ _____], subject to the terms detailed below:

Comment [ML10]: Pick a method or insert the alternate method being used.

A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.

Comment [ML11]: If there are different benchmarks or fixed-dates for payments, modify this section accordingly. For example, some contracts may not provide for partial or monthly payments.

Comment [ML12]: If you are looking for something specific with each invoice, include it here.

B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.

Comment [ML13]: Since we can withhold payment of disputed claims, the CONTRACTOR may require the following to be inserted here: "Alternatively, the CITY shall notify the CONTRACTOR of any disputes to an invoice, and the nature of the dispute, within thirty (30) days of receipt of the invoice."

C. In addition to the fees identified above, the CONTRACTOR may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the CONTRACTOR.

Comment [ML14]: Is the proposal inclusive or exclusive of expenses? If inclusive, retain this phrase. If reimbursement of expenses is allowed delete this phrase and retain "C" below.

Comment [ML15]: Delete this section if the reimbursement for expenses are not allowed.

D. The cost of all services and reimbursable expenses, if any, to be provided under this agreement shall not exceed \$ _____, without amendment of this agreement.

Comment [ML16]: If the fees are "at standard billing rates" or reimbursables apply, add this section. It is generally important and good risk management, that some total budget cap be set. If the project is "Not-to-exceed" or a fixed fee and there are no reimbursables then this section is not needed.

E. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

F. Travel time to CITY locations is not chargeable time.

Comment [ML17]: If costs are hourly-based or reimbursables are allowed, address travel time. Generally, the City prefers not to pay travel time or, maybe, pay travel time just one way.

III. MODIFICATION AND ADDITIONAL SERVICES

A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.

B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONTRACTOR to finalize acceptance of the change order. Any claim by the CONTRACTOR for an adjustment hereunder

that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONTRACTOR of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. _____ (Name and Title) _____, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, _____ (Name and Title) _____ as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

Comment [ML18]: This is the City staff member responsible for overseeing the work under contract.

Comment [ML19]: Negotiable, but we prefer to have some control over who the contractor uses on our premises.

Comment [ML20]: Some Contractors want to use a specific term for their person, such as "Account Manager." Adjust accordingly.

V. TERMINATION

- A. [This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY _____

Comment [ML21]: If the CONTRACTOR demands more parity, these two sentences could be stated as "This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice."

Comment [ML22]: If specifics of staffing is not necessary, delete this section.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

<p>A. General/Commercial Liability</p>	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>B. Automobile Liability</p>	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
<p>C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability</p>	<p>\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A" above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>D. Worker's Compensation and Employers' Liability</p>	<p>CONTRACTOR shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
<p>E. Errors and Omissions (Professional Liability)</p>	<p>\$1,000,000 per claim \$2,000,000 annual aggregate</p>
<p>F. Builders Risk Insurance (Property Coverage)</p>	<p>Note: The CONTRACTOR shall recommend amount of coverage necessary to complete the project should a loss of any type occur. Used to cover property in transit, property stored on the project work</p>

Comment [ML23]: Negotiable, but contact Mark Luberdia for changes. THESE MAY BE REDUCED MORE EASILY IF "C" below MAINTAINS THE COMBINED TOTAL OF \$5,000,000.

Comment [ML24]: Large projects may require higher levels. Please contact Mark Luberdia

Comment [ML25]: Large projects may require higher levels. Please contact Mark Luberdia

Comment [ML26]: Retain "Automobile Liability" if applicable

Comment [ML27]: Add/Retain this section for professional services, such as but not limited to Architects, Engineers, and Design professionals, or whenever such services are part of a construction project.

Comment [ML28]: Add/Retain this section for construction Contractors where they will have a lot of equipment on site.

_____ sites, and property stored off the project work sites. _____

Comment [ML29]: Replace with a number after discussion with Contractor.

NOTE: _____

Comment [ML30]: In special construction circumstances, other coverages like Pollution Liability or Aircraft liability and Watercraft liability may. Otherwise delete "NOTE."

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

Comment [ML31]: Delete if not applicable, per above.

All subcontractors shall be required to obtain commensurate coverages which shall be as broad as those noted above for CONTRACTOR. If subcontractor employees are not covered by workers compensation or by CONTRACTOR'S worker's compensation, the subcontractor shall provide employer's liability insurance for the protection of subcontractor's employees, which coverage limits shall at least be \$100,000 for bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; and \$100,00 bodily injury by disease/each employee.

Comment [ML32]: Delete sentence if subcontractors are prohibited as a term of the contract.

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR'S subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONTRACTOR fails to ensure the CONTRACTOR and all subcontractors are insured and continue to remain insured, the CONTRACTOR shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all subcontractors shall remain with the CONTRACTOR; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONTRACTOR and subcontractors have the required insurance coverage.

Comment [ML33]: Retain this sentence for larger or more significant contracts.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

Comment [ML34]: This section is trickier.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- 1) EVERY CONTRACT MUST RETAIN "A".
- 2) The City's first choice is to also retain "B." and "C" and then delete "D", "E", and "F". Start with offering that.
- 3) If "B" and "C" are unacceptable, "B" and "C" can be deleted AND replaced with "C", "D", and "E".
- 4) "F" is usually deleted.

A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

NOTE: For smaller contracts the customer may seek limits to their liability (often limited to the value of the contract itself) in place of "D", "E", and "F". These may be negotiated in some instances, but any such language should be approved by Mark Luberda or the City Attorney.

- B. The CONTRACTOR warrants each of the following:
1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.
- D. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR'S services under this AGREEMENT.
- E. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR, the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- F. To the fullest extent permitted by law, the CONTRACTOR'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR'S negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- G. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate the CITY to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Comment [ML35]: Delete entire section "F" if a potential "Hazardous Environmental Condition" is not a consideration.

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

Comment [ML36]: Select one of the first two following sentences and delete the other. OR, describe any special circumstances as to when they start and how long they have to complete the project.

The CONTRACTOR shall commence work within _____ days following receipt of a Notice to Proceed from the CITY.

The CONTRACTOR shall complete the work [ADD TEXT]

Comment [ML37]: If a timeline is involved complete the section with a description of how long or until when they have to do the work. If there is no deadline, the sentence can be removed

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

Comment [ML38]: Arbitration language is a possibility if requested, but not Jesse's favorite. Consult with Jesse if altering this section.

X. RECORDS RETENTION

Unless other required herein, the CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: The CONTRACTOR stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, the CONTRACTOR shall not take an action or

provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CITY's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin.

Comment [ML39]: Generally the City prefers to simply exclude this section; however, some contractors want such a section. This section as a whole is, therefore, negotiable if requested. If so, the last sentence providing the Civil Service limitation MUST be retained and is not negotiable.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Stephen R. Olson, Mayor Dated

Sandra L. Wesolowski, City Clerk Dated

Paul Rotzenberg, Director of Finance Dated
And Treasurer

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney Dated
And Treasurer

BY: _____
Dated

PRINT NAME: _____

TITLE: _____

BY: _____
Dated

PRINT NAME: _____

TITLE: _____


BY: _____
Dated

PRINT NAME: _____

TITLE: _____

Comment [ML40]: Use the full and Complete Business Name.
The Company should have the contract signed by three officers of the Company.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
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REPORTS & RECOMMENDATIONS	Award of Contract for the City Hall Roof, HVAC, and Fascia Wood Replacement Project to Selzer-Ornst Construction Company, the Lowest Responsible Bidder	ITEM NUMBER B.20.
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In accordance with the notice of bids, the City opened bids for the City Hall Roof, HVAC, and Fascia Wood Replacement Project on June 3, 2019. Only one bid was received. The good news is that the bid was favorable as compared to the pre-bid estimates. That bid was received by Selzer-Ornst Construction Company, using the subcontractors as identified on the attached page.

Attached is the full bid tabulation. Following is a summary of the pre-bid estimates and the primary bid components as received.

	Estimate	Selzer-Ornst Bid
Total Base Bid	\$1,677,210	\$1,281,500
Alt #1 Canopies over 3 Additional Doors	\$24,705	\$48,000
Alt #2 Open Air Canopy Over Main Entrance	\$115,755	\$115,000
Alt#3 New Enclosed Entry Vestibule at Main Entrance	\$208,730	\$300,000
Alt #4 Nichiha Panel System in Lieu of Hardie Panels	\$47,388	\$58,000
Alt #5 Roof Warranty Upgrade to 30 Years	\$28,316	\$5,400
Alt #6 Roof Areas 2 & 3 Upgrade Roof system to Provide a Hail Rider Warranty		\$39,000
Alt #7 Landscape for Base Bid	In base	\$12,500
Alt #8 Landscape for Alternate 2 & 3	In Alternate	\$8,000

To reduce the potential cost of change orders in the event damaged material is discovered underneath the existing roofs during the removal process, the following items were also quoted as alternates on a unit price basis: 2" x 4" wood blocking, 2" x 6" wood blocking, 2" x 8" wood blocking, 2" x 10" wood blocking, 2" x 12" wood blocking, repair of steel roof decking per sq/ft., replacement of steel roof decking per sq/ft., replace 5/8" gypsum board per sq/ft., and hourly services for such work for roofer, carpenter, mason, or plumber.

The budget for the project is \$1,775,000.

OPTION 1: In order of priority the following costs and Alternates could be awarded within the budget.

Approved Professional Services Phase 1	\$38,620
Approved Professional Services Phase 2	\$139,900
Direct City Costs of Staging and Misc	\$14,980
Base Bid	\$1,281,500
Alt#3 New Enclosed Entry Vestibule at Main Entrance	\$300,000
Total	\$1,775,000

OPTION 2: The Director of Administration recommends adding the following:

Construction Contingency (10%)	\$158,150
Alt #1 Canopies Over 3 Additional Doors	\$48,000
Alt #5 Roof Warranty Upgrade to 30 Years	\$5,400
Total from Option 1	\$1,775,000
Total	1,986,550

This is \$211,550 over the adopted budget, which was an early rough estimate, if 100% of the contingency is used. The project could be awarded using \$38,420 in Capital Improvement Fund contingency appropriations and directing the Finance director to prepare a future modification to provide funding for the project contingency (\$158,150) and direct City costs (\$14,980). The funding could be proposed to come from future borrowing or, more appropriately, from the 2018 surplus that was returned to the bottom line of the General Fund. If using the surplus, the budget modification would include a transfer from the General Fund to the Capital Improvement Fund.

Note: Because of the timing of the construction, the landscaping at \$20,500 was removed, which would require it to be added to the 2020 budget as a separate City project in 2020. Alternatively, the use of Capital Improvement Fund Contingency could be increased to \$58,920 (as shown in the recommended motion below). It was incorporated into the motion below because the landscape architect for the project believes the pricing received for the landscaping was very favorable.

OPTION 3: If the Common Council wants to adhere closer to the original budget estimate, including construction contingencies, the open air canopy over the main entrance could be selected in place of the enhanced enclosed entrance. When adjusting Option 2 (without landscaping) for the 10% contingency, the reduction from the recommended project would be \$203,500 (-\$300,000-\$30,000+\$115,000+\$11,500), leaving a total project estimate of \$1,783,050 which requires Capital Improvement Fund Contingency appropriations of just \$8,050.

COUNCIL ACTION REQUESTED

Motion to Award the bid for the City Hall Roof, HVAC, and Fascia Wood Replacement Project to Selzer-Ornst Construction Company as per Option 2 above, but including landscaping, applying \$58,920 of Capital Improvement Fund contingency appropriations and directing the Finance Director to prepare and bring forward a budget modification to identify and appropriate funding sufficient for \$173,130 toward project contingencies and direct City costs.

Names of Bidder	Total Bid w/ All Alternates	Item 11 - 2x6 Wood Blocking at Exist. Roof		Item 12 - 2x8 Wood Blocking at Exist. Roof		Item 13 - 2x10 Wood Blocking at Exist. Roof		Item 14 - 2x12 Wood Blocking at Exist. Roof		Item 15 - Steel Deck Repairs		Item 16 - Steel Deck Replacement		Item 17 - 6yp. Board Replacement at Roof		Item 18 - Roofer Repair of Latent conditions or additional work		Item 19 - Carpenter Repair of Latent conditions or additional work		Item 20 - Mason Repair of Latent conditions or additional work		Item 21 - Plumber Repair of Latent conditions or additional work	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Seltzer Ornst	\$1,867,400	\$6.00		\$6.50		\$7.00		\$8.00		\$12.00		\$12.00		\$1.80		\$100.00		\$110.00		\$110.00		\$110.00	
	Unit Prices - Lump Sum, LF, SF, T&M																						
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June 13th, 2019

Chris Hau
Quorum Architects

RE: Subcontractor List

Chris:

Please see below for Selzer-Ornst's Proposed Subcontractors List:

Demolition	Selzer-Ornst (Self-Perform)
Concrete	Ed Praeger & Sons or Titan Building Co
Steel	Duwe Metals or Badger Railing
Carpentry	Selzer-Ornst (Self-Perform)
Roofing	MM Schranz Roofing or Cudahy Roofing
Glass	Glassworks or Sheboygan Glass
Drywall	Selzer-Ornst (Self-Perform)
Ceilings	Selzer-Ornst (Self-Perform)
Painting	Craftmaster or Olympic Co
Plumbing	Cornerstone One or Milwaukee Plumbing
HVAC	JM Brennan or Eckhart Kenosha Samsung VRF/Mitsubishi City Multi HVAC System
Electrical	Lemberg Electric or Pieper Power
Landscaping	Trees on the Move or Greenfield Landscaping

If you have any questions or concerns, please let me know.

Thank you

Brett Reynolds



City Hall Entry - Option A2





City Hall Entry - Option A3



Name of Bidder	Total Bid w/ All Alternates	Bid Bond	Item 1 - Roof Replacement HVAC Replacements Fans Replacements Entry Canopies		Item 2 - Add Alternate 1 - 3 additional Entry Canopies		Item 3 - Add Alternate 2 - New Open Air Canopy at Main Entry		Item 4 - Add Alternate 3 - New Enclosed Vestibule at Main Entry		Item 5 - Alternate 4 - Nichia Panel System in Lieu of Handle Panel System		Item 6 - Add Alternate 5 - Upgrade Roof areas 2 & 3 to 30 Yr Warranty		Item 7 - Add Alternate 6 - Upgrade Roof 2&3 to provide full Riser Warranty		Item 9 - Add Alternate 8 - Landscaping for Alternate 2 and 3 Canopies	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Seltzer Onst	\$1,867,400	10%		\$1,281,500		\$48,000		\$115,000		\$300,000		\$58,000		\$5,400		\$39,000		\$8,000
Unit Prices - Lump Sum - LF, SF, T&M																		

Scenario 1

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 1 (Open air canopy over City Hall Entry)	\$1,509,400							
Contingency	10%	\$150,940						
with Contingency	\$1,660,340							

Scenario 1A

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 1 (Open air canopy over City Hall Entry with Nichia Panels)	\$1,567,400							
Contingency	10%	\$156,740						
with Contingency	\$1,724,140							

Scenario 2


Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 2 (Enclosed Vestibule at City Hall Entry)	\$1,694,400							
Contingency	10%	\$169,440						
with Contingency	\$1,863,840							

Scenario 2A

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 2 (Enclosed Vestibule at City Hall Entry with Nichia Panels)	\$1,752,400							
Contingency	10%	\$175,240						
with Contingency	\$1,927,640							

Scenario 3

Subtotal	\$1,281,500	\$48,000	\$0	\$300,000	\$0	\$5,400	\$0	\$8,000
Total Bid - Scenario 3 (Enclosed Vestibule at City Hall Entry with Nichia Panels less Hall Rider)	\$1,655,400							
Contingency	10%	\$165,540						
with Contingency	\$1,820,940							

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
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REPORTS & RECOMMENDATIONS	Award of Common Council Sound and Video System Upgrade to Metro Sound and Video	ITEM NUMBER M.21.
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The City has received detailed quotes for replacement of the sound system and replacement and integration of the projector into one system with digital controls. Prices were obtained focusing on a wireless microphone system to eliminate the multiple, bulking units underneath the dais at the City Clerk's position. During that final bid proposal development, a potential strategy for using some wired microphones was uncovered, so pricing was obtained for that as well.

Five (5) vendors were invited to apply. One larger firm declined because they will only do design-build strategies and will no longer respond to bids or RFPs. A second declined due to lack of a qualifying wireless system to quote.

Following are the general results:

Vendors	Wireless Mic Solution	Wired Mic Solution
Heartland Business Systems	\$68,955.00	no submission
Professional Audio Design	\$56,425.21	\$41,158
Metro Sound and Video	\$48,800.00	\$35,470

(Metro Sounds Wired Mic Solution is $\$37,410 + \$3,850 + \$8,540 - \$14,330 = \$35,470$)

The wired microphone solution is clearly the most economical and staff recommends further consideration of this approach. The remaining discussion will focus on this approach.

The wired mic solution replaces all of the microphones at the dais with microphones with a similar look and feel to the current microphones. The two mixers are replaced and each will have echo cancellation capabilities. There will also be two rechargeable wireless gooseneck microphones for the staff table, one rechargeable handheld wireless microphone for use at both the public comment stand and staff table, one additional battery-operated wireless handheld microphone, and one lavalier microphone. This will increase our overall capabilities for greater efficiency and flexibility. The existing ceiling speakers, including those in the Hearing Room and Aldermen's Room, and ceiling microphones will be retained.

The project will also link the desktop computer, the new projector, and the sound system through one digital control panel. The project anticipates the City purchasing a tablet that can be used as a second, remote system controller. There will likely be some miscellaneous network pieces that the City needs to acquire separately, for example if the computer is connected wirelessly to the system.

Between the two wired microphone proposals, the microphones proposed are largely similar and from the same manufacturer, but there are some differences in manufacturers in the other major components, such as the controllers, digital signal processors, amplifiers, and projector. The Mayor has experience in audio visual systems and recommends that, as a package deal, the differences in

equipment do not justify the nearly 16% increase between pricing (even when adjusting for an additional approximately \$600 cabinet that Professional Audio included). Therefore, staff recommends the project with Metro Sound & Video be pursued.

However, before executing the contract, the Director of Administration wants to bring Metro Sound & Video on site and walk through the proposal and make sure everything they have submitted leaves nothing incomplete. They have not yet visited the site. It is important to know that the City is satisfied the wired solution meets are expectations and that they are positive they are not missing any components. Additionally, it is necessary to give them an opportunity to review the base form of the agreement.

Due to a trade show, their staff is unavailable to meet to resolve these issues in advance of the Common Council meeting. Anticipating that the Common Council wants this to move forward as quickly as possible, this Council Action Sheet is drafted to provide contingent approvals instead of waiting for the next meeting for final approvals. If the Common Council wants all of these final issues resolved before awarding the contract, then the item should be laid over until the next meeting. If the wired solution is ultimately determined to be problematic, the item will be brought back to the Common Council prior to execution of the contract.

Attached is the "Price Quote Submission Form" from Metro Sound & Video. Following that is the full "Request for Price Quotes" document that was provided to the vendors. If Aldermen wish to see the full materials and product listing and product specification sheets associated with their submission, please contact the Director of Administration. Also attached is the new services contract template that will be completed to incorporate their submission materials and the items awarded after final action by the Common Council.

Fiscal Note: The project was carried forward into the 2019 Municipal Buildings budget with a remaining balance available of \$32,165. The contract with Metro Sound & Video would be \$35,470. The Director of Administration recommends a contingency on the project of \$2,000, largely for any direct City costs, but some could also be used if the pre-contract review identifies limited additional needs, such as the existing cabinet doesn't work (\$1,000 is included in the motion below just in case). Therefore, \$5,305 of the appropriation set aside in the Capital Outlay fund for "Planned spending pending additional consideration" could be designated for this effort. [Note that one of the handheld microphones and the lavalier were bid as an alternate and could be eliminated thereby saving \$2,480.]

COUNCIL ACTION REQUESTED

Motion to authorize the approval of a contract with Metro Sound and Video for a Common Council sound system and integrated video system for an amount not-to-exceed \$36,470 contingent upon a site visit by Metro Sound and Video, final design and contract review by the Director of Administration, and approval by the Mayor and to authorize use of \$5,305 of the appropriation set aside in the Capital Outlay Fund for "Planned spending pending additional consideration".



**City of Franklin Common Council Chambers Sound System
Price Quote Submission Form**

Project Price Quote: Description and Scope: Please complete the price quotation form below.

Audio Project Price Quote:

1. Amount for Audio Project base quote including all equipment, supplies, and installation: **System Total: \$37,410**
2. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.
3. Per 2. B) in the "Audio Project Description and Scope" section above, the **amount of deduction** from base bid if the following items are not purchased by the City:

1 additional handheld microphone for staff	<u>Deduction for Both: -\$2,480</u>
1 lavalier type microphone	<u>(includes transceiver required for both)</u>

Video Project Price Quote:

1. Amount for new projector: **\$3,850 (Installation is included in line 2 for upgrading video system)**
2. Amount for all other equipment, supplies, and installation. **\$8,540 (includes installation of new projector above)**
3. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.

Portable Audio System Price Quote:

1. Amount for Bose L1 Compact System **\$930 (no setup/training included)**

Alternate Audio Project Proposal - Wired Dais Microphones Price Quote:

1. Amount of net price reduction **\$37,410 - \$23,080 = Price Reduction of \$14,330**
2. Supporting Documentation:
 - A. Attach a list of all equipment to be eliminated from the base bid and added as part of the alternate bid. The list for added items should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of additional equipment listed.

Ongoing Services: Attach a description of the services and term for any ongoing period of support following installation. The intent is to understand the installation warranty that is being provided should problems or challenges occur after initial installation. The description should also include the hourly rate for service calls occurring after the end of the installation warranty.

Authorization of Submission:

By dating and signing below you are stipulating that you 1) are an authorized business representative for your company and 2) have the authority to commit the company to the work and prices included herein.

	June 5, 2019
Signature	Date
Brenna Kujak	President
Printed Name	Title



City of Franklin Common Council Chambers Sound System Project

Request for Price Quotes

(Released May 23, 2019)

Introduction: The City of Franklin is looking to replace much of its sound system in its Common Council Chambers. In order to provide for the easiest installation, avoid certain physical constraints of the room, and control costs, the expectation is that it will largely be a wireless microphone system that retains certain components of the current system. As a wireless microphone system using the existing speakers, there is little to no work that would result in a statutorily-required public construction project subject to sealed bids. Nonetheless, the City does intend to obtain competitive pricing from a handful of qualified vendors and will select the one that the City determines is in its best interest taking primarily into consideration cost, quality of equipment, exemplified understanding of the job, timeline, contract and purchase terms, and any other matters deemed relevant at the sole determination of the City. After a review of the proposals, one will be selected for further discussions to finalize, if necessary, a product list, implementation plan, and pricing, which would then be taken to the Common Council for approval. Proposals will remain confidential except to key City staff until such time that the Common Council addresses approval and selection of a vendor, at which time all price quotes will become a matter of public record in accordance with the law.

As a little extra background, the Director of Administration is not an AV professional but will have some experienced guidance in evaluating proposals and products and in making a recommendation to the Council. Nonetheless, the City took two steps to help ensure that the project plan is clearly and consistently understood so that everybody would provide price proposals that are easily comparable. Those two steps, in summary, were as follows. 1) release of this Request for Price Quotes in draft form to solicit comments and 2) and invitation to visit the Franklin City Hall Council Chambers in person.

Update Regarding Changes of Note in this Final Release of this Document:

- 1) Based upon comments and a further investigation of the application of the public construction bidding to this project an additional alternative bid option has been added. Each vendor may choose to include or not include this alternate in their submission. See Alternate Audio Project Proposal on page 5.
- 2) A further discussion on the existing speakers was added as item "H" on page 4.
- 3) The deadline and location for submissions was added on page 5

Following is what the City expects to be the components of the new audio and video project systems and the equipment that would need to be acquired and installed.

Audio Project Description and Scope: If you need any additional information or have questions, please feel free to reach out to the Director of Administration. Following is what the City expects to be the components of the new system and the equipment that would need to be acquired and installed.

1. The City's two current, ancient mixers would be replaced. The City understands 2 new audio DSPs (such as an Extron 60-1179-011 or better) would be needed based upon the anticipated inputs needed as listed in #2. The DSPs must have some sort of echo cancellation capability or attachment. (If there is a technology or single product solution that addresses the needs instead of 2 DSPs, the City is open to considering it.)
2. A) Microphone-type equipment needed and to be included in the Audio Project base quote:

- 9 desktop 18" gooseneck microphones for the main dais
- 2 desktop 18" gooseneck microphones for the staff table
- 1 handheld microphone for the public comment microphone stand (we already own the stand)

NOTE: The above microphones are all to have rechargeable batteries (presumably lithium ion) and come with a docking station for each wireless transmitter. The Shure Microflex system is the product line that led to consideration of a wireless microphone strategy. The City will consider another such system that is comparable or better to the Shure Microflex system.

B) Additional Microphone-type equipment to be included in the Audio Project base quote:

The system will need to be able to accommodate the following microphone-type equipment; however, each item will only be purchased if sufficient funding is available. As such, an alternative listed price deduction is noted on the form in the event the City determines not to include these items.

- 1 additional handheld microphone for staff (Rechargeable not required, meaning it can require staff to use replaceable 9-volt batteries, for example)
- 1 lavalier type microphone (Rechargeable not required)

C) Additional existing equipment that will still need to be connected to the audio system:

2 ceiling microphones that are already hanging and appear to work fine. They appear to currently be on one control knob.

1 desktop computer that is used by staff to run videos or PowerPoints. The expectation is to be able to distribute any audio from the computer over the speaker system. It appears there is the ability to wire directly from the computer location to the anticipated location of the DSPs through an existing conduit. The Audio Project needs to be able to ensure the audio from the desktop computer plays over the existing ceiling speakers even if the City elects not to proceed with the Video Project described below. **This price should be included in the Audio Project base quote.**

[NOTE: If the vendor recommends that a wireless card be added to the computer, the City will obtain and install the wireless card outside the scope of this project.]

1 wired microphone jack in an "overflow" room across the hall. This is an existing wall jack for a microphone. If this causes problems or forces the need for a more expensive mixer or a third mixer then this will be left out and the City will assume one of the handhelds will be strong enough to cover the short span between rooms (which our current, retiring wireless microphones can).

D) Given this number of wireless microphones, the City has been advised to expect to have two active antenna and antenna distribution amplifiers to distribute the 2 x antenna to all wireless receivers. If your strategy/pricing does not include that feature, please identify it clearly in the equipment list attached to your submission. The bottom line is that the design (and pricing) needs to include the necessary quantity of access point transceivers.

3. Amplifier (replace existing) capable of handling all of the above, something at least as good as the Extron 60-1449-01.

4. As a wireless system, the City understands it will need a control processor of some sort (at least as good as an Extron 60-1414-01) and a wired 10" touch panel (Similar to or better than Extron 60-1565-02) to control the sound levels.

- A) As to control of the system, the City expects to be able to turn the system on/off, adjust individual volume controls and overall volume controls, turn the digital recorder on/off, and turn on/off a ceiling-mounted projector that is in the room from the touch pad. [Note: The existing projector is expected to be replaced at the same time. That cost is being isolated, below, as a separate video component of this project]. The City understands that it should expect to be able to use software to enable the control panel to be accessed remotely from an Ipad or similar device. (The cost of the tablet device would not be part of the proposal, as the tablet would be provided by the City.) Please be aware that investigating the proposed control processing and end user control capabilities is one thing the City will have to do before its final selection. Finding a balance between cost and capabilities will be part of our eventual review process.
- B) It is assumed that the City would need at least 2 zones: one for the council chambers and one for the current speakers in the overflow room. The plan should be expandable to a third zone should it subsequently be determined that the current speakers over the Aldermen's dais needs a separate zone than the current speakers above the citizen area of the Council Chambers. If your base proposal includes more than 2 zones, please attach an explanation to the "Supporting Documentation."

5. The system will need a quality switch/router to communicate with the network, **which cost should be included in the Audio Project base quote.** The City's IT Director anticipates that the connection to the network will be through an isolated VLAN so there shouldn't be competing traffic. The City uses HP switches (preferred brand) and routers. If there any additional network item that is needed, please reference it and include it in the price quote.

6. Miscellaneous: It is assumed the project cost proposal includes and anticipates the following:

- A) Cables and plugs needed to connect everything together.
- B) Labor to hook everything up. The selected contractor will be able to work with our IT Director who can help ensure the router installation and network connections match our protocol. He will provide the necessary IP addresses. His time will not be charged to the project.
- C) Our existing cabinet should be able to be reused, so a new cabinet does not need to be included, but we may need additional rack mounts. [NOTE: Comments on the reusability would be appreciated during any site visit]
- D) The City also anticipates that it will need to have some sort of counter or credenza on which to place the microphone charging stations, which would also not be part of the price proposal.
- E) Importantly, the City is not committed to any vendor or manufacturer's products and has only referenced certain Extron devices because those were in a preliminary scope being considered for the project before it became wireless, and it was assumed they would still work as an example for a wireless microphone strategy. **In short, Extron does not have a favored status. For the proposal price quote, you can use any manufacturer products that you believe would best serve our governmental purposes.** Overall we are looking for a quality system, but anticipate that we cannot afford a Cadillac system. Nonetheless, the City does not want to invest in low-quality equipment just to make some arbitrary budget number. Ultimately, the quality of the equipment proposed (balanced against cost) will be a factor in award of the project.
- F) Our current digital recorder (Marantz PMD580) would be retained and is already wired over to where the rack would be.

- G) The current audio system currently outputs to the following locations or devices. It is expected that all of these components will be retained and reused:
1. ceiling speakers in the Common Council Chambers,
 2. ceiling speakers (with an existing volume control knob) in the overflow room across the hall,
 3. ceiling speaker (with an existing volume control knob) in the Alderman's Room (a small office also across the hall),
 4. the digital recorder, and
 5. a transmitter for an FM assistive listening system.
- H) Although this project does not incorporate new speakers or a new speaker configuration in the Common Council Chambers, the City reserves the right 1) to discuss how a change to the speakers or speaker configuration may enhance the sound system results that can be expected from the proposed system, and 2) to negotiate and incorporate into this overall project any such potential change to the speakers or speaker configuration that the City may, at its sole discretion, determine is in the best interest of the City. Please note that audio system and components proposed for this project must NOT be dependent upon new speakers or a new speaker configuration.

Video Project Description and Scope: The City anticipates that a vendor installing a new sound system will be in the best position to simultaneously upgrade the existing video system in the Common Council Chambers as well. This project, therefore, has been expanded to include 1) rewiring the existing video system components and/or restructuring it as a wireless system to the extent possible and 2) providing and installing a new ceiling-mounted video projector.

The current video system has three ceiling-mounted HDMI-capable TVs, which will be retained and do not need replacing, that are currently only receiving RCA inputs from the multiplexer (Panasonic Data Multiplex Unit, Model No. WJ-MP204C). The multiplexer also provides an RCA feed into the ceiling-mounted Optoma projector. The projector is old and does not provide a high enough refresh rate for current applications. The projector, therefore, needs to be replaced. The multiplexer receives two inputs: one from a ceiling mounted camera (Panasonic Color CCTV Camera, Model # WV-CS954) which is controlled by a Panasonic WV-CU650 System Controller and the other is from converter box "A" that converts the desk top computer's output from HDMI to RCA for the multiplexer. Converter box "A" also forwards the desk top computer's HDMI output to converter box "B" which converts the HDMI signal to CAT 5, which goes to converter box "C" (located in the ceiling next to the projector) which converts the CAT 5 back to HDMI for the projector. The City has no faith in the existing converters.

The City is looking for an enhanced solution that incorporates a new projector, eliminates all RCA connections, and replaces the multiplexer as needed, but retains the camera and system controller. The City is open to proposals that consider rewiring everything as necessary or, alternatively, converting the system to a wireless system to the extent possible. If a wireless system is proposed, the City will be separately responsible for purchasing and installing a wireless card within the personal computer. To the extent that the Audio Project and Video Project overlap with requirements for ensuring the desktop computer audio plays through the speaker, the Video Project Quote should incorporate any savings to the Audio project if both the Audio and Video Projects are awarded.

Additional Project Terms:

1. All equipment and supplies provided by the vendor are to be new, in proper working order, and come with the manufacturer's warranty.

2. Proof of insurance for the selected vendor will be required along with designating the City as an additional insured so as to protect the City's property interests.
3. The City will require execution of a simple, standard form contract to which this Project Price Quote, including the project description and scope, is attached. Terms are subject to negotiation.
4. The City reserves the right to reject all Price Quotes; to select a Price Quote that is in the best interest of the City at its sole discretion, which may or may not be the lowest cost Price Quote; and to further negotiate with a proposer on components of their Price Quote as may be determined necessary.
5. The selected vendor will provide adequate training to ensure up to 3 City staff members are trained in the use and functions of the installed systems.

Portable Audio System: The City is also considering purchasing a portable audio system for various uses. To encourage economies of scale, the City will only accept this portion of the bid if both the Audio and Video Projects described above are also awarded. At the same time, the City reserves the right to not purchase the Portable Audio System. Vendors are not required to submit a price proposal for the Portable Audio System. Following is the desired portable audio system:

Bose L1 Compact System

Alternate Audio Project Proposal - Wired Dais Microphones: The City will also consider an alternate proposal that reduces the overall price and converts the 9 desktop 18" gooseneck microphones for the main dais from the "Audio Project Description and Scope", item 2. A) above, to wired, not wireless, microphones. Importantly, the vendor will have to do so within the physical constraints of the facility. Those constraints are generally as follows:

- 1) Any wiring for the microphones that needs to feed through to the corner of the room where the mixers (etc.) will be located must fit through the three-quarter inch conduit that extends (buried in the poured-concrete floor) from where the microphone cords on the dais currently terminate to the corner where the rack is located. It is expected that this pipe will also continue to contain the Cat 5 cable that services the desk top computer discussed above.
- 2) If a device (such as a switch, router, controller, or whatever) needs to be installed under the dais to gather or collect the wires/plugs of the 9 wired microphones it must be small (such as roughly no bigger than a shoe box) and unobtrusive; be able to be mounted underneath the dais in such a way so as to not interfere whatsoever with the officials at the dais; and not be a piece of equipment which will regularly require access by City staff for adjustments or fine tuning, etc. Eliminating the two mixers currently underneath the dais is an important component of the overall project, so anything added must not be small and not in the way.

Deadline and Location: Submissions are to be received by the City by 5:00 p.m. (CST) on Wednesday June 5th. The "Price Quote Submission Form" along with the required documentation may be delivered to Mark Luberda, Director of Administration, at the Franklin City Hall, 9229 West Loomis Road, Franklin, WI 53132 or may be emailed to him at mluberda@franklinwi.gov. The City is not responsible for emails that are not received by the City.

If you need any additional information or have questions, please feel free to reach out to the Director of Administration, Mark Luberda, at 414-659-3087.

**City of Franklin Common Council Chambers Sound System
Price Quote Submission Form**

Project Price Quote: Description and Scope: Please complete the price quotation form below.

Audio Project Price Quote:

1. Amount for Audio Project base quote including all equipment, supplies, and installation: _____
2. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.
3. Per 2. B) in the "Audio Project Description and Scope" section above, the **amount of deduction** from base bid if the following items are not purchased by the City:
 - 1 additional handheld microphone for staff _____
 - 1 lavalier type microphone _____

Video Project Price Quote:

1. Amount for new projector: _____
2. Amount for all other equipment, supplies, and installation. _____
3. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.

Portable Audio System Price Quote:

1. Amount for Bose L1 Compact System _____

Alternate Audio Project Proposal - Wired Dais Microphones Price Quote:

1. Amount of net price reduction _____
2. Supporting Documentation:
 - A. Attach a list of all equipment to be eliminated from the base bid and added as part of the alternate bid. The list for added items should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of additional equipment listed.

Ongoing Services: Attach a description of the services and term for any ongoing period of support following installation. The intent is to understand the installation warranty that is being provided should problems or challenges occur after initial installation. The description should also include the hourly rate for service calls occurring after the end of the installation warranty.

Authorization of Submission:

By dating and signing below you are stipulating that you 1) are an authorized business representative for your company and 2) have the authority to commit the company to the work and prices included herein.

Signature Date

Printed Name Title

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR"), whose principal place of business is _____

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide _____;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. The CONTRACTOR shall provide services to the CITY for _____ as described in The CONTRACTOR's proposal to the CITY dated _____, which is attached and incorporated herein as Attachment A.

B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

C. [Option 1] The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.

[Option 2] The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the CITY for each such type of use.

D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

Comment [ML1]: FILL IN EACH BLANK SPACE OR MAKE THE NECESSARY SELECTION OF OPTIONS AS IDENTIFIED IN EACH COMMENT.

AS EACH COMMENT IS ADDRESSED, DELETE THE COMMENT BOX. AT THE END OF THE PROCESS, YOU WILL BE LEFT WITH A BASIC, BOILER PLATE CONTRACT.

REMEMBER EVERY CONTRACT OR SERVICE CAN BE DIFFERENT AND REQUIRE EXTRA SECTIONS SPECIFIC TO THAT SERVICE. THEY CAN BE ADDED TO THE "MISCELLANEOUS PROVISIONS" OR AS A NEW ROMAN NUMERAL OR AS OTHERWISE APPROPRIATE.

Comment [ML2]: Use the full, complete legal name of the business.

Comment [ML3]: Insert the address of the business

Comment [ML4]: This phrase can be made more specific, such as "quarry monitoring service contractor."

Comment [ML5]: Insert a brief description of the service being provided.

Comment [ML6]: Add a brief description or title of the services

Comment [ML7]: Proposal? What term did the Contractor use on their document. The term "proposal" can be changed to reflect the term on the contractor's document.

Comment [ML8]: Make sure to label their proposal and attach.

If the services are fully described in this section and there is no separate proposal document, delete references to Attachment A throughout this document.

Comment [ML9]: Pick one option and delete the other.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____] [a fixed fee of \$ _____], subject to the terms detailed below:

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a [monthly basis] [following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed], to substantiate the invoice. The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved [work].
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, [which is inclusive of all expenses,] [without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. [In addition to the fees identified above, the CONTRACTOR may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the CONTRACTOR. _____]
- D. [The cost of all services and reimbursable expenses, if any, to be provided under this agreement shall not exceed \$ _____, without amendment of this agreement. _____]
- E. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- F. [Travel time to CITY locations is not chargeable time.] _____

Comment [ML10]: Pick a method or insert the alternate method being used.

Comment [ML11]: If there are different benchmarks or fixed-dates for payments, modify this section accordingly. For example, some contracts may not provide for partial or monthly payments.

Comment [ML12]: If you are looking for something specific with each invoice, include it here.

Comment [ML13]: Since we can withhold payment of disputed claims, the CONTRACTOR may require the following to be inserted here: "Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within thirty (30) days of receipt of the invoice."

Comment [ML14]: Is the proposal inclusive or exclusive of expenses? If inclusive, retain this phrase. If reimbursement of expenses is allowed delete this phrase and retain "C" below.

Comment [ML15]: Delete this section if the reimbursement for expenses are not allowed.

Comment [ML16]: If the fees are "at standard billing rates" or reimbursables apply, add this section. It is generally important and good risk management, that some total budget cap be set. If the project is "Not-to-exceed" or a fixed fee and there are no reimbursables then this section is not needed.

Comment [ML17]: If costs are hourly-based or reimbursables are allowed, address travel time. Generally, the City prefers not to pay travel time or, maybe, pay travel time just one way.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONTRACTOR to finalize acceptance of the change order. Any claim by the CONTRACTOR for an adjustment hereunder

that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONTRACTOR of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. _____ (Name and Title) _____, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, _____ (Name and Title) _____ as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

Comment [ML18]: This is the City staff member responsible for overseeing the work under contract.

Comment [ML19]: Negotiable, but we prefer to have some control over who the contractor uses on our premises.

Comment [ML20]: Some Contractors want to use a specific term for their person, such as "Account Manager." Adjust accordingly.

V. TERMINATION

- A. [This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

Comment [ML21]: If the CONTRACTOR demands more parity, these two sentences could be stated as "This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice."

Comment [ML22]: If specifics of staffing is not necessary, delete this section.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

<p>A. General/Commercial Liability</p>	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>B. Automobile Liability</p>	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
<p>C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability</p>	<p>\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A" above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>D. Worker's Compensation and Employers' Liability</p>	<p>CONTRACTOR shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
<p>E. Errors and Omissions (Professional Liability)</p>	<p>\$1,000,000 per claim \$2,000,000 annual aggregate</p>
<p>F. Builders Risk Insurance (Property Coverage)</p>	<p>Note: The CONTRACTOR shall recommend amount of coverage necessary to complete the project should a loss of any type occur. Used to cover property in transit, property stored on the project work</p>

Comment [ML23]: Negotiable, but contact Mark Luberda for changes. THESE MAY BE REDUCED MORE EASILY IF "C" below MAINTAINS THE COMBINED TOTAL OF \$5,000,000.

Comment [ML24]: Large projects may require higher levels. Please contact Mark Luberda

Comment [ML25]: Large projects may require higher levels. Please contact Mark Luberda

Comment [ML26]: Retain "Automobile Liability" if applicable

Comment [ML27]: Add/Retain this section for professional services, such as but not limited to Architects, Engineers, and Design professionals, or whenever such services are part of a construction project.

Comment [ML28]: Add/Retain this section for construction Contractors where they will have a lot of equipment on site.

_____ sites, and property stored off the project work sites.

Comment [ML29]: Replace with a number after discussion with Contractor.

NOTE: _____

Comment [ML30]: In special construction circumstances, other coverages like Pollution Liability or Aircraft liability and Watercraft liability may. Otherwise delete "NOTE."

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

Comment [ML31]: Delete if not applicable, per above.

All subcontractors shall be required to obtain commensurate coverages which shall be as broad as those noted above for CONTRACTOR. If subcontractor employees are not covered by workers compensation or by CONTRACTOR'S worker's compensation, the subcontractor shall provide employer's liability insurance for the protection of subcontractor's employees, which coverage limits shall at least be \$100,000 for bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; and \$100,000 bodily injury by disease/each employee.

Comment [ML32]: Delete sentence if subcontractors are prohibited as a term of the contract.

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR'S subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONTRACTOR fails to ensure the CONTRACTOR and all subcontractors are insured and continue to remain insured, the CONTRACTOR shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all subcontractors shall remain with the CONTRACTOR; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONTRACTOR and subcontractors have the required insurance coverage.

Comment [ML33]: Retain this sentence for larger or more significant contracts.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

Comment [ML34]: This section is trickier.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- 1) EVERY CONTRACT MUST RETAIN "A".
- 2) The City's first choice is to also retain "B." and "C" and then delete "D", "E", and "F". Start with offering that.
- 3) If "B" and "C" are unacceptable, "B" and "C" can be deleted AND replaced with "C", "D", and "E".
- 4) "F" is usually deleted.

A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

NOTE: For smaller contracts the customer may seek limits to their liability (often limited to the value of the contract itself) in place of "D", "E", and "F". These may be negotiated in some instances, but any such language should be approved by Mark Luberda or the City Attorney.

- B. The CONTRACTOR warrants each of the following:
1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.
- D. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR'S services under this AGREEMENT.
- E. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR, the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- F. To the fullest extent permitted by law, the CONTRACTOR'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR'S negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- G. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate the CITY to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Comment [ML35]: Delete entire section "F" if a potential "Hazardous Environmental Condition" is not a consideration.

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

Comment [ML36]: Select one of the first two following sentences and delete the other. OR, describe any special circumstances as to when they start and how long they have to complete the project.

The CONTRACTOR shall commence work within _____ days following receipt of a Notice to Proceed from the CITY.

The CONTRACTOR shall complete the work [ADD TEXT]

Comment [ML37]: If a timeline is involved complete the section with a description of how long or until when they have to do the work. If there is no deadline, the sentence can be removed

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

Comment [ML38]: Arbitration language is a possibility if requested, but not Jesse's favorite. Consult with Jesse if altering this section.

X. RECORDS RETENTION

Unless other required herein, the CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: The CONTRACTOR stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, the CONTRACTOR shall not take an action or

provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CITY's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin.

Comment [ML39]: Generally the City prefers to simply exclude this section; however, some contractors want such a section. This section as a whole is, therefore, negotiable if requested. If so, the last sentence providing the Civil Service limitation MUST be retained and is not negotiable.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Stephen R. Olson, Mayor Dated

Sandra L. Wesolowski, City Clerk Dated

Paul Rotzenberg, Director of Finance Dated
And Treasurer

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney Dated
And Treasurer

BY: _____ Dated

PRINT NAME: _____

TITLE: _____

BY: _____ Dated

PRINT NAME: _____

TITLE: _____


BY: _____ Dated

PRINT NAME: _____

TITLE: _____

Comment [ML40]: Use the full and Complete Business Name.
The Company should have the contract signed by three officers of the Company.

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 6/18/2019</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Capital Outlay Fund Expenditures coming from the "Planned Spending Pending Additional Consideration" Appropriation</p>	<p>ITEM NUMBER M. 22.</p>
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The 2019 Capital Outlay budget has a \$100,000 appropriation labeled "Planned Spending Pending Additional Consideration." The budget document indicated the following "\$100,000 is planned for expenditure but the items will be subject to a future determination and to receipt of anticipated receipt of sufficient landfill siting revenues to the fund". In addition to this planned expenditure, an additional \$50,000 of contingency was set aside for unscheduled and unrestricted purposes, as is done in most years.

To this point, the Common Council has only authorized the purchase of Police Department and Planning Department computers in the amount of \$15,810 to come from the \$100,000 appropriation. The Common Council has not yet authorized anything to come from the regular or annual contingency appropriation of \$50,000.

The intent of the \$100,000 was to have a strategy to help address needs that exceeded our available funding. The thinking was to wait until the mid-point of the year to see what items actually broke or what priorities became critical. The goal was to then use this to resolve some issues prior to departments preparing their 2020 capital outlay requests.

The following requests are made at this time for immediate consideration.

\$500 to replace the TV in the Community Room which no longer functions.

\$5,305 Common Council Sound System (elsewhere on this agenda).

\$24,500 (not-to-exceed) for Engineering Department GPS Unit. The existing machine is now having significant difficulties and is expected to cease working soon or at any point. This survey-grade GPS is vital to our daily work. Some examples including:

- Locating newly constructed infrastructure-currently at Rawson Homes
- Staking out proposed infrastructure for contractors and DPW-currently for Rawson Homes and driveway culvert inverts and locations
- Topo shots for ditches, culvert pipes, trees, wetland flags, etc.
- Locating easements and property corners-most recently for the roundabout.

This is 11-year old equipment, and it cannot be repaired. Rental quotes are as follows: \$200/day, \$600/week, and \$1,800/month.

The budget identified the \$100,000 planned but unspecified expense as reliant upon receipt of Landfill siting fees. The Finance Director just received the most recent monthly report and indicates that the revenue is meeting expectations and is growing monthly.


As such, staff respectfully requests authorization for the capital outlay fund purchase approvals identified above and in the motion below to come from the "Planned Spending Pending Additional Consideration." At the next Common Council meeting, staff will prepare and provide 1) an analysis of the Landfill siting fees

revenues and 2) a request, after consultation with Department Heads, for how to allocate the remaining \$53,885 of such planned appropriations.

COUNCIL ACTION REQUESTED

Motion to authorize Capital Outlay Fund expenditures of not-to-exceed \$500 to replace the TV in the Community Room, \$5,305 to increase the budget for the Common Council Sound System, and not-to-exceed \$24,500 for a new GPS unit for Engineering, with such appropriations coming from the "Planned Spending Pending Additional Consideration" appropriation.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
REPORTS & RECOMMENDATIONS	Annual Market Adjustment and Market Adjustment to Wage & Salary Rates for Non-Represented Employees	ITEM NUMBER <i>M.23,</i>

Please see the attached memo from the Director of Administration relative to information about and a recommendation related to a proposed Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees, as is reviewed each year at this time.

This item is being considered by the Personnel Committee at their June 17, 2019 meeting. The Director of Administration will apprise the Council at their meeting of June 18th on the action taken by the Personnel Committee on this item.

COUNCIL ACTION REQUESTED

Motion to approve a 2019 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates for non-represented employees of 1.55%, effective with the start of the pay period with a pay date of July 19, 2019 and applying to those non-represented individuals not having already received said increase in conjunction with joining WRS.



MEMORANDUM

Date: June 14, 2019

To: Personnel Committee

From: Mark W. Luberda
Director of Administration

RE: Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for Non-Represented Employees and Merit Performance Increases

The purpose of this memo is to provide information relative to and a recommendation related to a proposed Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees.

As a refresher course, Franklin's Classification and Compensation Plan identified the following three potential annual adjustments to employee wage rates:

1. Market Adjustment to Wage and Salary Rates: The Annual Market Adjustment creates a change to the overall pay plan structure. Individual wage rates then need to be adjusted at a rate equal to the Annual Market Adjustment in order to allow each employee to maintain their position in the market. This action does not advance them within their range.
2. Progress-to-Market-Rate Adjustments: Identifies the portion of a merit increase that an employee is eligible for annually, unless otherwise directed by the Common Council, based upon where they are in their applicable Salary Range.
[Note: This is conceptually similar to a step increase in some plans. Franklin's are graduated, as follows, depending upon where you are in the range:
30% or lower through the range = 2.25%,
Below the Midpoint of the range but greater than 30% = 1.5%, and
Below the Market Rate (65% through the range) but greater than the midpoint = .75%]
3. Merit Performance Increases: Prior to implementation of an improved performance evaluation system, the remaining pool of funding for wage adjustments would be allocated on an across-the-board basis to all employees who receive at least a "Satisfactory" in the current system. After implementation of an improved performance evaluation system, the remaining pool of funding would be allocated based upon the performance evaluation results, with those individuals performing better receiving larger increases.

Following is some information relative to 2016 through 2019 non-represented wage increases for the comparable communities in the Classification and Compensation study.

Comparable Community Wage Adjustments

Municipality	2016 % lift	2017 % lift	2018 % lift	2019 % lift	4- Year Combined	2019 Comment
Mt. Pleasant	2.00%	2.00%	3.02%	3.02%	10.42%	Split: 1.5% in both Jan/Jul
Fond du Lac	3.00%	2.00%	2.00%	2.00%	9.30%	Retained step increases
North Shore Fire	2.25%	2.01%	2.01%	2.65%	9.22%	
Caledonia	2.00% **	2.00%	2.00%	2.25%	8.51%	
Menomonee Falls	2.00%	2.00%	2.00%	2.00%	8.24%	
Fitchburg	2.00%	2.00%	2.00%	2.00%	8.24%	Retain steps as merit up to 3% on anniversary date.
Greenfield	2.00%	2.00%	2.00%	2.00%	8.24%	
New Berlin	1.00%	1.50%	2.30%	3.00%	8.02%	
Mequon	1.75%	1.50%	1.75%	2.00%	7.19%	Started pay for performance. Up to 1% above listed COLA.
West Bend	1.00%	2.00%	2.00%	2.00%	7.18%	
Brookfield	1.25%	1.25%	2.00%	2.50%	7.18%	Retain steps for non-managers (1.5%) and merit for managers (up to 3%)
Sun Prairie	1.50%	1.50%	1.50%	1.50%	6.14%	Retained step increases of 2-4%
Muskego	0.00%	1.00%	2.50%	2.50%	6.11%	All as uniform merit with no adjustment to ranges
Oak Creek	1.25%	0.70%	1.50%	2.25%	5.82%	
Wauwatosa	1.00%	1.00%	1.40%	2.00%	5.51%	Retained step increases
Mean Average	1.60%	1.63%	2.00%	2.24%	7.69%	
Median Average	1.75%	2.00%	2.00%	2.00%	8.02%	
Franklin	2.00%	1.50%	2.00%	1.55%	7.24%	

Increase is start of year unless noted.

**A 2% increase for Caledonia is used for 2016 so that they can still be considered in long term growth. In reality that was the year of the adoption of a new pay plan.

The budget anticipated a 1.55% increase for non-represented employees. Initially scheduled for July, as in recent years, the Common Council added appropriations to the budget so that those employees newly joining WRS in 2019 would not feel an immediate reduction in pay in January with the increase WRS employee match. Those employees will not receive an additional Market Adjustment to wage and salary rates having already received it in January.

Compared solely to 2019, the 1.55% is second to last overall. Over the four year period, however, the total increase of 7.24% places Franklin squarely in the middle with 7 communities lower and 8 higher. 7 of the employers are within 1% of Franklin's increase over the period with 4 above the 1% and 4 below

the 1% gap. If attempting to keep pace with the comparable communities, however, one should note that through last year Franklin remained slightly above the mean and median averages but has fallen behind this both this year.

2019 is an unusual year given that the City elected to join WRS, and the added 1.55% employer cost to pension for this large group of employees restrained the overall funding available for wage increases. Nonetheless, the 1.55% increase is sufficient to maintain a middle position compared to the other communities. At the same time, one could argue Franklin is now correlating more closely to those in the bottom half than the top half, meaning as the full range expands Franklin is more closely “the top of the bottom half” than “the bottom of the top half.”

Based on the above and acknowledging that the City made substantial progress by joining WRS this year, it is recommended that the Annual Market Adjustment to wage and salary table and the Market Adjustment to Wage and Salary Rates be implemented with a 1.55% increase, except for those already having received the increase, at the start of the pay period with a pay date of July 19, 2019, which is the first payroll occurring entirely on or after July 1st.

A copy of the 2018 pay plan wage and salary schedule is attached for your convenience. It is this table that would be adjusted by the 1.55%.

It is important to note that the resolution adopting the current pay plan stipulates that “If the Director of Administration determines wage compression exists between any supervisory and subordinate positions as a result of differences between the change over time in non-represented and represented (union) wage increases, the Director shall bring such issue to the Personnel Committee for review and consideration.” Contracts for both union units have not yet been settled, so this issue will not be addressed at this time.

It is also worth noting that many of the comparable communities have a step and grade system that works effectively like Franklin’s Progress-to-Market-Rate adjustments. All of those communities continued to implement their step increases for 2019. Franklin’s 2019 Adopted Budget funded the Progress-to-Market-Rate adjustments and, therefore, as set forth within the adopted policy for the pay plan, individual Progress-to-Market-Rate Adjustments will be applied for those individuals qualifying based upon being below the market rate for their respective positions, unless otherwise directed by Council. These would be implemented on the same date as the Market Adjustment to Wage and Salary Rates.

Lastly, as set forth within the adopted policy for the pay plan, all wage increases are subject to the employee receiving a performance review grade of at least “Standard” or better.

PROPOSED MOTION: Move to recommend a 2019 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates for non-represented employees of 1.55%, effective with the start of the pay period with a pay date of July 19, 2019 and applying to those non-represented individuals not having already received said increase in conjunction with joining WRS.

MERIT PAY

A discussion on merit pay is warranted. The pay plan has been adopted to rely on Merit pay as an important component of pay, particularly for those individuals who reach the point about two-thirds through their pay range. For those individuals the pay plan has generally moved in lock step with their own increases. That means that if the new compensation plan placed an individual in 2015 at 70 percent of the way through their pay range, they are likely in that exact spot today. They are making no progress within the range. Not appropriating money specifically for the Merit Performance Increases is arguably having the effect of shortening our pay ranges because one cannot make progress to the top. The result over time will be a cluster of people at the market rate (65th percentile), and the best employees could be lost to communities using their full range.

The Director of Administration would like to start a conversation on the importance of finding resources to start any sort of funding of Merit Performance Increases. Absent steps to do so, it is possible that the pay plan should be re-conceptualized from a having a merit-based top third to extending the Progress-to-Market-Rate approach across the range. For example, the current last Progress-to-Market-Rate increase provides a .75% increase, maybe above the 65th percentile range a .5% increase could be applied, even if it is only for those meeting a higher performance standard than "satisfactory."

Mequon, for example, just implemented their added merit component. As I understand it, employees were evaluated which resulted in a composite score on a 1 to 5 scale. Employees with a 1 or less were put on probation. Employees with more than 1 and less than 2 were given 6 months to improve and then got part of the cost-of-living (COLA) increase. Employees with more than 2 but less than 3 (Satisfactory) received just the COLA. Employees above 3 received a .05% increase for each tenth of a point, such that a perfect 5 got an added 1% on top of the COLA. I am not promoting this specific strategy, simply using it as a recent example by a peer community.

Many of the peer communities, however, simply retain the step system throughout their ranges. The bottom line is that for the City's merit range – the top 35 percent of each pay range – should be used as intended or re-conceptualized.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/18/19
REPORTS AND RECOMMENDATIONS	Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2018	ITEM NUMBER B.24.

Each year the City is required to file a Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources. Wisconsin Administrative Code Chapter NR 208 is more commonly known as the Compliance Maintenance Annual Report (CMAR) Rule for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses the level of compliance with permit requirements. Attached is the 2018 Annual Report.

It is important to meet the stipulation from the DNR that this report be filed electronically on or before July 18, 2019. The report requires approval by the governing body and such resolution is attached.

COUNCIL ACTION REQUESTED

Motion to adopt a Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for Year 2018.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019-

A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2018

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00).

BE IT THEREFORE RESOLVED by the Common Council of City of Franklin that the following recommendations or actions will be taken to address or correct problems/deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR):

- (1) Continue to identify inflow and infiltration (I & I) to the City's sanitary sewer system and take action to eliminate all I & I detected.
- (2) Continue the City record of having no bypasses or overflow.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 18th day of June, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of June, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES NOES ABSENT

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="Paul Rotzenberg"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="414-427-7514"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="PRotzenberg@Franklinwi.gov"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2018"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2018"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; border: 1px solid black; text-align: right;">178,591.00</td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black; text-align: right;">178,591.00</td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="border: 1px solid black; text-align: right;">47,437.00</td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	178,591.00	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00	3.2.3 Adjusted January 1st Beginning Balance	\$	178,591.00	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	47,437.00	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	178,591.00											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00											
3.2.3 Adjusted January 1st Beginning Balance	\$	178,591.00											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	47,437.00											

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 458,594.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ -232,566.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Purchase of a new "Vactor" sewer cleaning & Hydro excavator truck. \$400,700

3.3 What amount should be in your Replacement Fund?

\$ 0.00

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	175000	2017
2	relay of the 60th street force main to gravity line. Removal of the IP lift station.	3,100.000	2021
3	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	175000	2018
4	upgrading pumping equipment & piping @ St. Martins's lift station and continuation of Man Hole rehabilitation & improving force mains when needed.	30,000	2019

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	12,402	371
February	14,780	280
March	13,327	236
April	18,605	140
May	23,053	10
June	15,728	8
July	10,186	23
August	11,387	66
September	14,324	4
October	14,589	40
November	17,609	217
December	19,259	301
Total	185,249	1,696
Average	15,437	141

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

upgrading to more efficient equipment i.e. pumps, motors etc. when repair or replacement is needed. General building / structure upkeep / energy saving lighting & fixtures.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:

6/6/2019

2018

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

inner departmental organization, safety practice,safety training, lift station efficiency.....

Did you accomplish them?

- Yes
- No

If No, explain:

Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Franklin Codes found in chapter 297

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2013-01-09

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
 - New sewer and building sewer design, construction, installation, testing and inspection
 - Rehabilitated sewer and lift station installation, testing and inspection
 - Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - Fat, oil and grease control
 - Enforcement procedures for sewer use non-compliance
- ##### Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- Equipment and replacement part inventories
 - Up-to-date sewer system map
 - A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:

6/6/2019

2018

- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input style="width: 60px;" type="text" value="21"/>	% of system/year
Root removal	<input style="width: 60px;" type="text" value="1"/>	% of system/year
Flow monitoring	<input style="width: 60px;" type="text" value="2"/>	% of system/year
Smoke testing	<input style="width: 60px;" type="text" value="1"/>	% of system/year
Sewer line televising	<input style="width: 60px;" type="text" value="23"/>	% of system/year
Manhole inspections	<input style="width: 60px;" type="text" value="22"/>	% of system/year
Lift station O&M	<input style="width: 60px;" type="text" value="75"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 60px;" type="text" value="7"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 60px;" type="text" value="1"/>	% of sewer lines rehabbed
Private sewer inspections	<input style="width: 60px;" type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input style="width: 60px;" type="text" value="0"/>	% of private services

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="45.08"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.49"/>	Annual average precipitation (for your location)
<input type="text" value="190"/>	Miles of sanitary sewer
<input type="text" value="4"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="24"/>	Number of complaints
<input type="text" value="0.584"/>	Average daily flow in MGD (if available)
<input type="text" value="26634"/>	Peak monthly flow in MGD (if available)
<input type="text" value="0.175"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.13"/>	Complaints (number/sewer mile)
<input type="text" value="45606.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.3"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
 No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
 No

If Yes, please describe:

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

<p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <p>repairing manhole leakage when found.</p> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <p>rehabbing of manholes, laterals & pipe lining</p>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Franklin

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

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Franklin City

Last Updated: Reporting For:


6/6/2019

2018

Resolution or Owner's Statement

Name of Governing Body or Owner:	<input type="text" value="City of Franklin"/>
Date of Resolution or Action Taken:	<input type="text"/>
Resolution Number:	<input type="text"/>
Date of Submittal:	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):	
Financial Management: Grade = A	<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	
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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER H.

Attached are vouchers dated June 4, 2019 through June 14, 2019 Nos. 173927 through Nos. 174112 in the amount of \$ 1,723,496.97. Included in this listing are EFT's Nos. 4041 through Nos. 4048, Library vouchers totaling \$ 6,646.23, Tourism vouchers totaling \$ 24,574.05, Water Utility vouchers totaling \$ 191,680.18 and Property Tax Refunds totaling \$ 13,522.77. Voided checks in the amount of \$ (1,506.03) are separately listed.

Vouchers approved at the Council meeting dated June 4, 2019 that are included in this distribution.

Dorner Inc	\$182,509.15
Knight Barry	\$660,725.00
Worthington Direct	\$10,016.42
TOTAL	\$670,924.079

Early release disbursements dated June 4, 2019 through June 13, 2019 in the amount of \$ 1,221,677.66 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated June 7, 2019 is \$ 373,717.07 previously estimated at \$ 385,000.00. Payroll deductions dated June 7, 2019 are \$ 201,683.00 previously estimated at \$ 216,000.00.

The estimated payroll for June 21, 2019 is \$ 387,000.00 with estimated deductions and matching payments of \$ 399,000.00.

Attached is a list of property tax settlements EFT's Nos. 269 through Nos. 272 dated June 4, 2019 through June 14, 2019 in the amount of \$ 1,604,541.09. An additional \$ 3,268,879.88 was transferred from the tax investment account directly to other taxing authorities. These payments have been released as authorized under Resolution 2013-6920.

Authorization to release deposit to escrow account to winning bidder of the Pleasant View Park Pavilion, if so awarded.

Listed below are appropriations for the 2019 Franklin Civic Celebration event as authorized on October 16, 2018. Estimations below may requirement payment prior to the next Common Council meeting.

Entertainment	\$ 33,000
Fireworks	\$ 27,500
Rentals	\$ 21,500
Parade	\$ 11,000
Ice Cream	\$ 1,000
Printing	\$ 600
Supplies	\$ 2,400
Misc	\$ 4,500
TOTAL	\$101,500

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of June 14, 2019 in the amount of \$ 1,723,496.97 and
- Payroll dated June 7, 2019 in the amount of \$ 373,717.07 and payments of the various payroll deductions in the amount of \$ 201,683.00 plus City matching payments and
- Estimated payroll dated June 21, 2019 in the amount of \$ 387,000.00 and payments of the various payroll deductions in the amount of \$ 399,000.00, plus City matching payments and
- Property Tax settlements with an ending date of June 14, 2019 in the amount of \$ 1,604,541.09 and
- Authorization to release escrow amount (to be determined) to the winner bidder of the Pleasant View Park Pavilion and
- The release of 2019 Franklin Civic Celebration deposits and prepayments, not to exceed \$101,500.

ROLL CALL VOTE NEEDED

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/18/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I

See attached listing from meeting of June 18, 2019.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda***

**Aldermen's Room
June 18, 2019 – 5:10 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Routine Field Fireworks Time Extension Request 5:15 p.m.	Ballpark Commons-Routine Field – Fireworks Person in Charge: Scot Johnson Location: 7035 S Ballpark Dr Dates of Event: 06/24, 06/27, 07/12, 08/09 and 08/23; 10:05pm-11:00pm 07/27 and 08/31 9:05 pm-11:00pm			
Mobile Home 2019-2020 5:20 p.m.	Franklin Mobile, LLC DBA Franklin Mobile Estates 6361 S 27 th St David Steinberger, Manager			
Extraordinary Entertainment & Special Event 5:25 p.m.	Main Talent Entertainment –The Midwest Original Music Festival (M.O.M. Fest) Person in Charge: Brian Krasowski Location: Croatian Park, 9100 S. 76 th St Date/Time of Event: Friday 8/16 & Saturday 8/17 - 11 am to 11 pm; Sunday 8/18 – 11 am to 10 pm			
Operator 2019-2020 New 5:30 p.m.	Vang, Pang 3709 W Galena St Milwaukee, WI 53208 Tuckaway Country Club			
Operator 2019-2020 Renewal 5:35 p.m.	Ariens, Robin L 5808 Dendron Lane Greendale, WI 53129 Michaelangelo's Pizza			
Operator 2019-2020 Renewal 5:40 p.m.	Balistreri, Jamie M 7712 Dunkelow Rd Franksville, WI 53126 Hideaway Pub & Eatery			
Temporary Class B Beer	Franklin Noon Lions Club Person in Charge: James Luckey Location: St Martins Fair Dates of Event: 9/1/2019 to 9/2/2019			
Entertainment & Amusement 2019-2020	Federation of Croatian Societies, Inc Dbc Croatian Park 9100 S 76 th St Josip Veber, Agent			
Temporary Entertainment & Amusement	Just Fun Game -Croatian Fest Person in Charge: Jeanne M. Aiona Location: Croatian Park, 9100 S. 76 th St Date of Event: 7/20/2019			

Temporary Entertainment & Amusement	Laser Tag Pro, Inc dba Battle Company – Fourth of July Festivities Person in Charge: Bryan West Location: 9229 W Loomis Rd Dates of Event: 7/3/2019 thru 7/6/2019			
Operator 2018-2019 New	Fitzgerald, Dallas J 3137 S Delaware Ave Milwaukee, WI 53207 Milwaukee Burger Company			
Operator 2019-2020 Renewal	Fitzgerald, Dallas J 3137 S Delaware Ave Milwaukee, WI 53207 Milwaukee Burger Company			
Operator 2019-2020 New	Blank, Rena C 7126 W Brunn Dr Franklin, WI 53132 7-Eleven			
Operator 2019-2020 New	Edmunds, Eric E 11221 Synergy Dr #564 Wauwatosa, WI 53222 Sam's Club #8167			
Operator 2019-2020 New	Ewend, Robert G. JR 5802 S Honey Creek Dr Milwaukee, WI 53221 Iron Mike's			
Operator 2019-2020 New	Frey, Alayna R W149S8282 Harvest Ct Muskego, WI 53150 The Rock Sports Complex			
Operator 2019-2020 New	Gilbert, Shelby L 947 Perkins Ave Waukesha, WI 53186 Sam's Club #8167			
Operator 2019-2020 New	Gramoll, Christina J 3641 E Puetz Rd Oak Creek, WI 53154 Kwik Trip #287			
Operator 2019-2020 New	Kurkowski, Micah S 8020 S 68 th St Franklin, WI 53132 The Rock Sports Complex			
Operator 2019-2020 New	Marx, Madeline 8515 S 81 st St Franklin, WI 53132 Kwik Trip #287			
Operator 2019-2020 New	Mora, Josefina 435 W Aspen Dr Unit 19 Oak Creek, WI 53154 Walgreens #05884			
Operator 2019-2020 New	Okrzesik, Tyler K 6010 S New York Ave Cudahy, WI 53110 Milwaukee Burger Company			
Operator 2019-2020 New	Petfalski, David R W194 S8184 Highland Park Dr Muskego, WI 53150 The Rock Sports Complex			

Operator 2019-2020 New	Rodriquez, Daniel T 8014 W Hilltop Ln Franklin, WI 53132 Country Lanes			
Operator 2019-2020 New	Steffes, Mark R 5344 Sutton Place South Greenfield, WI 53221 Kwik Trip #287			
Operator 2019-2020 New	Wozney, Vanessa A 1204 E Connie Ln Oak Creek, WI 53154 Kwik Trip #287			
Operator 2019-2020 New	Zubarik, Sally A S88W22560 Willow Ct Big Bend, WI 53103 Sendik's Food Market			
Operator 2019-2020 Renewal	Ban, Karen M 3133 W Bridge St Greenfield, WI 53221 Kwik Trip #287			
Operator 2019-2020 Renewal	Bennett, Virginia M W140S9287 Boxhorn Dr Muskego, WI 53150 Kwik Trip #287			
Operator 2019-2020 Renewal	Blackburn, Alyssa 10586 W Cortez Circle #10 Franklin, WI 53132 Iron Mike's			
Operator 2019-2020 Renewal	Borreson, Colton B 9025 W Sura Ln # 112 Greenfield, WI 53228 Sam's Club #8167			
Operator 2019-2020 Renewal	Counter, Peggy S S98 W13259 Loomis Dr Muskego, WI 53150 Kwik Trip #287			
Operator 2019-2020 Renewal	Crass, Daniel P 8619 S 35 th St Franklin, WI 53132 Franklin Noon Lions/St Martins Fair			
Operator 2019-2020 Renewal	Dentice, Nadine E 4514 S Adams Ave Milwaukee, WI 53207 Hideaway Pub & Eatery			
Operator 2019-2020 Renewal	Farrell, Joshua J 7417 S 36 th St Franklin, WI 53132 Discount Cigarettes & Liquor			
Operator 2019-2020 Renewal	Fons, Dennis M 7930 W Puetz Rd Franklin, WI 53132 Franklin Noon Lions Club/St Martins Fair			
Operator 2019-2020 Renewal	Goehring, David F 8017 S 57 th St Franklin, WI 53132 St Martin of Tours Church			

Operator 2019-2020 Renewal	Gorski, Jamie L 3201 W Birchwood Ave Milwaukee, WI 53221 Swiss Street Pub & Grill			
Operator 2019-2020 Renewal	Gresl, Bianca J 10653 S 76 th St Franklin, WI 53132 Hideaway Pub & Eatery			
Operator 2019-2020 Renewal	Haase, Jody L 2431 W Carroll Ave Oak Creek, WI 53154 7-Eleven			
Operator 2019-2020 Renewal	Heishman, Rita A 8217 S Four Oaks Dr Franklin, WI 53132 7-Eleven			
Operator 2019-2020 Renewal	Heup, Joseph W 7606 W Norwood Ln Franklin, WI 53132 Kwik Trip #287			
Operator 2019-2020 Renewal	Martinez, Kim M 7800 W 7 Mile Rd Franksville, WI 53126 Kwik Trip #287			
Operator 2019-2020 Renewal	Megna, Anthony M 10321 W Church St Franklin, WI 53132 Franklin Civic Celebration/4 th of July			
Operator 2019-2020 Renewal	Mueller-Yarnell, Diane T 3574 S 84 th St Milwaukee, WI 53228 Pick 'n Save #6431			
Operator 2019-2020 Renewal	Ogorzelec, Christine M 23627 82 nd St Salem, WI 53168 7-Eleven			
Operator 2019-2020 Renewal	Ornelas, Lorene A 2955 W Drexel #412 Oak Creek, WI 53132 Iron Mike's			
Operator 2019-2020 Renewal	Pelzek, Alexandria P 5553 Root River Dr Greendale, WI 53129 Kwik Trip #287			
Operator 2019-2020 Renewal	Rogers, Laura J 6823 W Bennett Ave Milwaukee, WI 53219 Kwik Trip #287			
Operator 2019-2020 Renewal	Sajdowitz, Daniel L 3674 S 5 th Pl Milwaukee, WI 53207 Iron Mike's			
Operator 2019-2020 Renewal	Schilling, Scott A 3521 S Chase Ave Milwaukee, WI 53207 7-Eleven			

