# CITY OF FRANKLIN COMMON COUNCIL MEETING\* FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS 1220 WEST LOOMIS BOAD, FRANKLIN WISCONSIN

## 9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN AGENDA\*\*

TUESDAY, OCTOBER 1, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes:

  Regular Common Council Meeting of September 17, 2019.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Presentation of the 2020-2024 Franklin Public Library Strategic Plan.
  - 2. Franklin Civic Celebrations Commission Report of the July 3-6, 2019 Civic Celebrations Event, Request for Spending Authority for 2020 and Summary of 2019 Activities.
  - 3. An Ordinance to Amend the Municipal Code Section 245-5 (D) Extending Parking Restrictions Near the Intersection of S. 51st Street and W. Drexel Avenue.
  - 4. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Certified Survey Map Upon Property Located at 8547 and 8567 South 76<sup>th</sup> Street (2 Mike's LLC, Applicant).
  - 5. A Resolution Authorizing the Installation of a Deck and Accessory Structure Within the "20 Foot Drainage Easement" Plat Restriction, Upon Lot 5 in Serenity Estates Subdivision (6904 South Harvard Drive) (Chad E. Larsen and Jennifer L. Larsen, Applicants).
  - 6. A Resolution Conditionally Approving a Land Combination for Tax Key Nos. 842-9995-004 and 842-9995-002 (8570 South 116<sup>th</sup> Street and Adjacent Vacant Parcel Abutting 8628 South 116<sup>th</sup> Street) (Robert G. Montgomery, Applicant).
  - 7. An Ordinance to Amend §15-3.0418 of the Unified Development Ordinance, Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) to Allow for Parking Lot and Signage Changes (Wal-Mart Real Estate Business Trust, Applicant) (6701 South 27th Street).
  - 8. Release of Letter of Credit for the Development of the Autumn Leaves of Franklin Memory Care Facility Located at 9201 W. Drexel Avenue.
  - 9. Tentative Agreement Between the City of Franklin and the Franklin Professional Police Officers Association for a 2019-2021 Successor Collective Bargaining Agreement.
  - 10. Recommendation from the Committee of the Whole Meeting of September 30, 2019: Review of Mayor's Recommended 2020 Budget (Including all Funds, Departments, Revenues, Expenditures and Activities).

11. Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located 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) Project Development: Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.; Acknowledgement of Development Agreement by Strauss Investments, LLC; Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

#### H. Bills.

Request for Approval of Vouchers and Payroll.

#### I. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of October 1, 2019.

#### J. Adjournment.

#### REMINDERS:

October 3	Plan Commission Meeting	7:00 p.m.
October 15	Common Council Meeting	6:30 p.m.
October 17	Plan Commission Meeting	7:00 p.m.
October 27	Trick-or-Treat Observance	4:00 pm. to 7:00 pm.
November 4	Committee of the Whole-if needed	6:30p.m.
November 5	Common Council Meeting	6:30 p.m.
November 7	Plan Commission Meeting	7:00 p.m.
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<sup>\*</sup>Notice is given that a majority of the Library Board may attend this meeting to gather information about an agenda item over which the Library Board has decision-making responsibility. This may constitute a meeting of the Library Board, per State ex rel. Badke v. Greendale Village Board, even though the Library Board will not take formal action at this meeting.

<sup>\*\*</sup>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.]

#### CITY OF FRANKLIN COMMON COUNCIL MEETING SEPTEMBER 17, 2019 MINUTES

ROLL CALL	A.	The regular meeting of the Common Council was held on September 17, 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, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Excused was Alderwoman Kristen Wilhelm. Also present were Finance Officer & Treasurer Paul Rotzenberg, Dir. of Administration Mark Luberda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
CITIZEN COMMENT	B.1.	Citizen comment period was opened at 6:32 p.m. and closed at 6:32 p.m.
MINUTES SEPTEMBER 3, 2019	C.1.	Alderman Dandrea moved to approve the minutes of the regular Common Council meeting of September 3, 2019 as presented at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.
MINUTES SEPTEMBER 10, 2019	C.2.	Alderman Dandrea moved to approve the minutes of the special Common Council meeting of September 10, 2019 as presented at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.
ACCEPT FEMA GRANT FOR ASSISTANCE TO FIREFIGHTERS	G.1.	Alderman Mayer moved to authorize the Fire Department to accept a FEMA Fiscal Year 2018 Assistance to Firefighters Grant (AFG) in the amount of \$207,635 (minus (10%) local match), and to authorize the additional expenditure of approximately \$102,911 to cover the local match and additional cost not funded by the grant; and allow the Fire Department to act on a purchase agreement to replace 29 SCBA and associated hardware and equipment, at a total cost not to exceed \$291,670. Seconded by Alderman Nelson. All voted Aye; motion carried.
RES. 2019-7541 AUTHORIZE GO BONDS FOR PROJECTS IN TID	G.2.	Alderman Dandrea moved to adopt Resolution No. 2019-7541, AN INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$8,390,000 FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICTS. Seconded by Alderman Nelson. On roll call Alderman Dandrea Alderman Taylor, Alderman Barbar and

carried.

roll call, Alderman Dandrea, Alderman Taylor, Alderman Barber and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion

RES. 2019-7542 AUTHORIZE GO BONDS FOR REFUNDING PURPOSES	G.3.	Alderman Dandrea moved to adopt Resolution No. 2019-7542, AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,080,000 GENERAL OBLIGATION BONDS FOR REFUNDING PURPOSES. Seconded by Alderman Taylor. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.
RES. 2019-7543 NOTICE TO ELECTORS RELATING TO A BOND ISSUE	G.4.	Alderman Dandrea moved to adopt Resolution No. 2019-7543, A RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO A BOND ISSUE. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.
RES. 2019-7544 SALE OF TAXABLE GO BONDS	G.5.	Alderman Taylor moved to adopt Resolution No. 2019-7544, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$12,470,000 TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2019C. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderman Taylor, Alderman Barber and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.
RES. 2019-7545 SALE OF GO PROMISSORY NOTES	G.6.	Alderman Dandrea moved to adopt Resolution No. 2019-7545, A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,320,000 GENERAL OBLIGATION PROMISSORY NOTES SERIES 2019D. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
RES. 2019-7546 LEGAL SERVICES WITH QUARLES & BRADY LLP FOR TIDS 5 & 7	G.7.	Alderman Dandrea moved to adopt Resolution No. 2019-7546, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A LETTER OF ENGAGEMENT FOR LEGAL SERVICES IN CONNECTION WITH TAX INCREMENTAL DISTRICT MATTERS (TAX INCREMENTAL DISTRICT NOS. 5 AND 7) WITH QUARLES & BRADY LLP. Seconded by Alderman Nelson. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.
RES. 2019-7547 FINAL PLAT FOR RYAN MEADOWS (11433 W. RYAN RD.) (MILLS HOTEL WYOMING, LLC, APPLICANT)	G.8.	Alderman Nelson moved to adopt Resolution No. 2019-7547, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYAN MEADOWS DEVELOPMENT (GENERALLY AT 11433 WEST RYAN ROAD) (MILLS HOTEL WYOMING, LLC, APPLICANT), subject to minor technical corrections. Seconded by Alderman Barber. All voted Aye; motion carried.
RES. 2019-7548 CONSERVATION	G.9.	Alderman Nelson moved to approve Resolution No. 2019-7548, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO

Common Council Meeting September 17, 2019 Page 3

EASEMENT AS PART OF A FINAL PLAT FOR RYAN MEADOWS DEV. (11433 W. RYAN RD.) (MILLS HOTEL WYOMING, LLC, APPLICANT) ACCEPT CONSERVATION EASEMENTS FOR AND AS PART OF THE REVIEW AND APPROVAL OF A FINAL PLAT FOR RYAN MEADOWS DEVELOPMENT (GENERALLY AT 11433 W RYAN ROAD) (MILLS HOTEL WYOMING, LLC, APPLICANT), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderman Barber. All voted Aye; motion carried.

"MOVE FORWARD MKE" INITIATIVE

G.10. No action was taken following a discussion on the "Move Forward MKE" Sales Tax Initiative update provided by Mayor Olson.

2020 MAYOR'S RECOMMENDED BUDGET G.11. No action was taken following a presentation of the Mayor's 2020 Recommended Budget. This item will be on the September 30, 2019 Committee of the Whole agenda.

VOUCHERS AND PAYROLL

H.1. Alderman Dandrea moved to approve the following:

City vouchers with an ending date of September 12, 2019 in the amount of \$1,541,643.60; and payroll dated September 13, 2019 in the amount of \$379,617.39 and payments of the various payroll deductions in the amount of \$199,638.19, plus City matching payments; and estimated payroll dated September 27, 2019 in the amount of \$400,000.00 and payments of the various payroll deductions in the amount of \$473,000.00; plus City matching payments; and approval to release payments to miscellaneous vendors in the amount of \$78,114.20. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

LICENSES AND PERMITS

I.1. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of September 17, 2019:

Grant Class A Combination Change of Premise Description for Wal-Mart Stores East, LP, Agent Jon McCourt, 6701 S. 27th St., subject to compliance with State and City requirements; and

Grant Change of Agent for Mega Marts, LLC, Benjamin A Guyette, 2814 S 63rd St., Milwaukee; and

Grant 2019-2020 Operator licenses to Troy A Petroski, N4586 Hickory Rd., Hustisford; Tadeusz A Cieslak, 4226 Tumblewood Ln., Greendale; Kevin M Denicola, 12038 W. Elmwood Dr.; Kristen M Herwig-Kuzmiuk, 10005 S. Jennifer Ln., Oak Creek; Brittany L Perleberg, 1522 S. 37th St., Milwaukee; Nicole M Vesper, 1928 W. Salem St., Milwaukee; and

Hold Operator license applications for appearance Heather Promo, 256 N Moreland Blvd., Waukesha.

Common Council Meeting September 17, 2019 Page 4

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

CLOSED SESSION TID 6 STRAUSS INVESTMENTS, LLC DEVELOPMENT AGREEMENT G.12. Alderman Taylor vacated his seat at 8:11 p.m. and returned to his seat at 8:13 p.m.

Alderman Nelson moved to enter closed session at 8:11 p.m. pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Common Council reentered open session at 8:39 p.m.

**ADJOURNMENT** 

J. Alderman Taylor moved to adjourn the meeting at 8:39 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL	REQUEST FOR	MEETING DATE
Slev	COUNCIL ACTION	10-01-19
REPORTS &	Presentation of the 2020-2024 Franklin Public	ITEM NUMBER
RECOMMENDATIONS	Library Strategic Plan	G.1.

Presentation of the 2020-2024 Franklin Public Library Strategic Plan.

COUNCIL ACTION REQUESTED

Information only.



APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
REPORTS AND RECOMMENDATIONS	Franklin Civic Celebrations Commission Report of the July 3-6, 2019 Civic Celebrations Event, Request for Spending Authority for 2020 and Summary of 2019 Activities	ITEM NUMBER  G. 2.

Attached are reports from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2020 Franklin Civic Celebration. The event is planned for three days, July 3, 4 and 5, 2020.

## COUNCIL ACTION REQUESTED

Motion to accept and place on file the summary from the 2019 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2020 Franklin Civic Celebration event.

OR

As directed.



# Franklin Civic Celebrations Commission

# **Request for Spending Authority 2020**

October, 2019

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2020 Franklin Civic Celebration. The dates and times will be:

Friday , July 3rd - -5:00 pm to 11:00 pm
 Saturday, July 4th - 10:00 am to 11:00 pm
 Sunday, July 5th - Noon to 11:00 pm

With your approval, I request authority to spend the following amounts for 2020:

	2020	2019
	Requested	Actual
1. ENTERTAINMENT	\$25,000	\$31,415
2. FIREWORKS (2 nights)	\$16,500	\$27,500
3. RENTALS	\$20,000	\$20,828
4. PARADE (Bleachers, Flags)	\$12,000	\$11,335
5 ICE CREAM	\$ 1,100	\$ 987
6. PRINTING	\$ 600	\$ 574
7. SUPPLIES	\$ 2,400	\$ 1,682
8. MISC.	<u>\$ 2,000</u>	<b>\$ 1,890</b>
Totals:	\$79,600	\$96,211

The 2019 Festival was a 4 day event and the 2020 Festival is a 3 day event.

Note: Police and DPW cost are not included in any of the amounts.

# 2019 FRANKLIN CIVIC CELEBRATION JULY 3 -JULY 6

# **INCOME STATEMENT**

INCOME	2018	2019
1. DONATIONS	\$20,475.00	\$25,250.00
2. TICKET SALES (Bank Deposit)	\$61,198.00	\$75,978.00
3. FOOD (NET)	\$9,518.29	\$13,299.15
4. CITY FUNDS	\$13,000.00	\$13,000.00
5. CARNIVAL COMMISSION	\$12,890.00	\$17,620.40
6.NON FOOD/ LICENSES	\$325.00	\$300.00
7. HELICOPTER RIDES	\$311.67	\$691.40
8. ATM RENTAL	\$221.00	\$256.50
CASH FROM TICKET SALES:		
9. PAID TO BADGER BAND	\$1,175.00	\$1,950.00
TOTAL INCOME	\$119,113.96	\$148,345.45

EXPENSES	2018	2019
1. ENTERTAINMENT	\$22,740.00	\$31,415.00
2. PRINTING, TICKETS	\$574.40	\$208.80
3. POLICE AND DPW	\$25,773.01	\$26,287.04
4. PARADE ( INCLUDES BADGER BAND	, BLEACHERS,FLAGS) \$9613.00	\$11,335.00
5. FIREWORKS	\$15,500.00	\$27,500.00
6. ICE CREAM	\$1,166.40	\$986.58
7. BEER, ICE, SODA	\$14,774.53	\$17,710.28
7A. WINE, MARGARITA	\$1,063.91	\$2,206.14
8. SUPPLIES, SERVICES, FUEL	\$1,281.79	\$1,682.44
9. RENTALS (TENTS, TABLES, CHAIRS, TO	OILETS) \$18,476.35	\$20,827.60
10. T-SHIRTS-	\$1,672.50	\$0.00
11. SIGNS,BANNERS	\$1,003.82	\$880.00
12. BACKGROUND CHECKS	\$497.00	\$28.00
13.GOLF CARTS	\$580.00	\$740.00
14.MEMBERSHIPS	\$0.00	\$0.00
15. POSTAGE	\$287.94	\$270.05
TOTAL EXPENSES	\$112,604.65	\$142,076.93
NET INCOME 2019 Not Billed yet for Mids	\$4,109.31 west Bleachers \$2,640.0	\$6,268.52 00 (included)
2019 Not Billed yet for HOC	Ticket Printing Amoun	t unknown.

APPROVAL SW	REQUEST FOR COUNCIL ACTION	MTG. DATE October 1, 2019
Reports & Recommendations	ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-5 (D) EXTENDING PARKING RESTRICTIONS NEAR THE INTERSECTION OF S. 51 <sup>ST</sup> STREET AND W. DREXEL AVENUE	ITEM NO. G. S.

#### **BACKGROUND**

The City of Franklin recently completed reconstruction of S. 51<sup>st</sup> Street and W. Drexel Avenue from an all-way stop intersection to a roundabout. The engineer provided locations along each leg for "no parking" and it was signed per the plan. Now that school has started, the designed locations of "no parking" have been field evaluated and appear to be acceptable with the exception of the east leg. The police department provided a recommendation and that recommendation was considered by the Board of Public Works on September 19, 2019.

#### **ANALYSIS**

This location has historically been an important parking issue because it allows high school students to park on the street and minimize disruption to the nearby residential neighborhoods. The presence of a roundabout requires some additional distances of no-parking to allow for the efficient flow through and around the intersection. Conversely, the roundabout also allows safer pedestrian travels through and around the intersection.

Staff and the Board of Water Commissioners concurred with the Police Department on the acceptable distances needed for "no parking" adjacent to the roundabout. These distances require additions to the no parking section of Franklin Municipal Code Section 245-5 D.(4). Specifically:

- North, remain the same as there is no parking already enforced on both sides of S. 51<sup>st</sup> Street from the intersection to a point 1,500 feet north, from 7:30 a.m. to 4:30 p.m. on school days. Staff recommends that for all days and times, there should be a parking restriction on the east side from the center of the roundabout to a point 350 feet north and also on the west side from the center of the roundabout to a point 225 feet north. This permanent parking restriction was not considered by the Police Department nor the Board of Public Works.
- South. A permanent parking restriction on the east side from the center of the roundabout to a point 230 feet south; and on the west side from the center of the roundabout to a point 226 feet south.
- East. A permanent parking restriction on the north side from the center of the roundabout to a point 271 feet east; and on the south side from the center of the roundabout to a point 232 feet east.
- West. A permanent parking restriction on the north side from the center of the roundabout to a point 222 feet west; and on the south side from the center of the roundabout to a point 250 feet west.

Note that the measurements are unique to the other dimensions in the parking restriction section because it is measured from the center of the roundabout and not from a street centerline. This unique description is used because the roundabout circle was offset from the centerlines of S. 51<sup>st</sup> Street and W. Drexel Avenue and the street centerlines would be difficult to recreate without a survey instrument.

#### **OPTIONS**

- A. Follow Police Department, Board of Public Works, and Staff's recommendations and restrict parking as described above, or
- B. Impose other restrictions on parking.

#### **FISCAL NOTE**

Signs and paint for the curb may be accomplished within the existing DPW budget.

#### **RECOMMENDATION**

(Option A) Ordinance 2019-245-5 (D) extending parking restrictions near the intersection of S. 51<sup>st</sup> Street and W. Drexel Avenue.

Engineering Department: GEM

#### STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO.	. 2019-
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ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-5 (D) EXTENDING PARKING RESTRICTIONS NEAR THE INTERSECTION OF S. 51ST STREET AND W. DREXEL AVENUE

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WHEREAS, the City of Franklin recently completed reconstruction of S. 51st Street and W. Drexel Avenue from an all-way stop intersection to a roundabout; and

WHEREAS, the Police Department, Board of Public Works, and Staff have considered the limits of "no parking" fromt the intersection.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin do ordain as follows:

SECTION I. Section 245-5 (D) of the Municipal Code of the City of Franklin is hereby amended as follows:

#### ADD:

NAME OF STREET: "S. 51st Street"

SIDES: "East"

LOCATION: "From the center of the roundabout to a point 350 feet

north"

NAME OF STREET: "S. 51st Street"

SIDES: "West"

LOCATION: "From the center of the roundabout to a point 225 feet

north"

NAME OF STREET: "S. 51st Street"

SIDES: "West"

LOCATION: "From the center of the roundabout to a point 226 feet

south"

NAME OF STREET: "S. 51st Street"

SIDES: "East"

LOCATION: "From the center of the roundabout to a point 230 feet

south"

NAME OF STREET: "W. Drexel Avenue"

SIDES: "North"

LOCATION: "From the center of the roundabout to a point 271 feet east"

NAME OF STREET: "W. Drexel Avenue"

SIDES: "South"

LOCATION: "From the center of the roundabout to a point 232 feet east"

LOCATION: "Fro	om the center of the roundabout to a point 250 feet west"
INTRODUCED at a regular meeting of day of	of the Common Council of the City of Franklin this
PASSED AND ADOPTED by the Common day of, 2019.	mon Council of the City of Franklin on the
	APPROVED:
	Stephen R. Olson, Mayor
ATTEST:	
Sandra L. Wesolowski, City Clerk	
AYES NOES ABSENT	

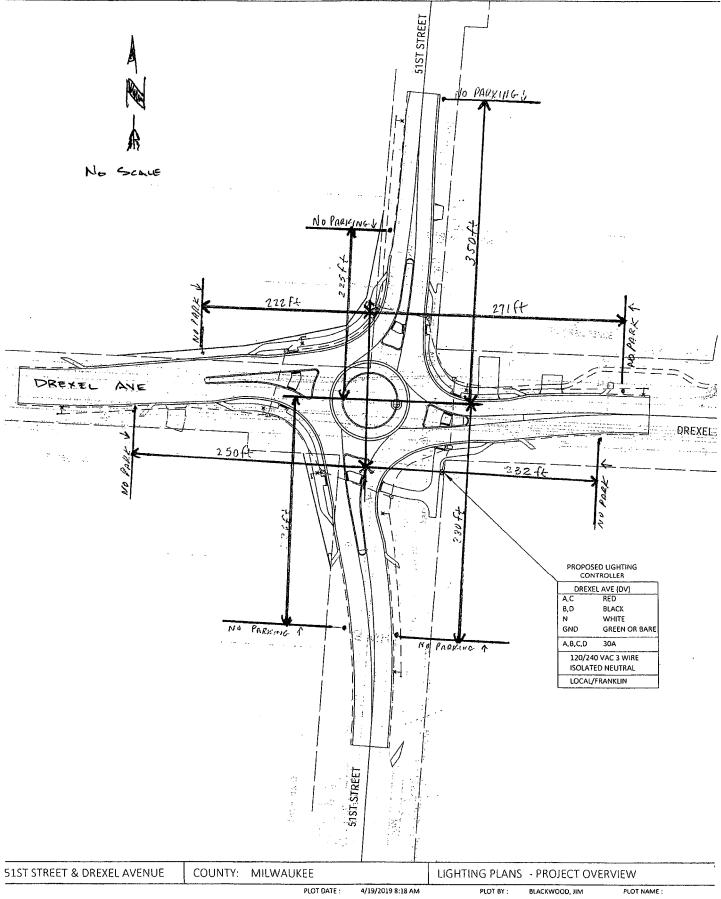
NAME OF STREET: "W. Drexel Avenue"

NAME OF STREET: "W. Drexel Avenue"

LOCATION: "From the center of the roundabout to a point 222 feet west"

SIDES: "North"

SIDES: "South"





APPROVAL Slee	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 8547 AND 8567 SOUTH 76 <sup>TH</sup> STREET (2 MIKE'S LLC, APPLICANT)	ITEM NUMBER  G, 4.

City Development staff recommends approval of a resolution authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Certified Survey Map upon property located at 8547 and 8567 South 76<sup>th</sup> Street, subject to technical corrections by City staff.

#### COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2019-\_\_\_\_\_\_, authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Certified Survey Map upon property located at 8547 and 8567 South 76<sup>th</sup> Street, subject to technical corrections by City staff.

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 8547 AND 8567 SOUTH 76<sup>TH</sup> STREET (2MIKE'S LLC, APPLICANT)

WHEREAS, the Plan Commission having approved a Certified Survey Map upon the application on August 16, 2018, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands and wetland buffers on the site; and

WHEREAS, §15-7.0702Q. and §15-9.0309D. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by 2 Mike's LLC, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

_	_	d at a regu, 2019.	lar meeting o	of the Con	nmon C	ouncil of	the City	of Franl	klin th	nis
P Franklin		nd adopted day of	at a regular , 2019.	meeting	of the	Common	Council	of the	City	of

TO ACCEPT 2 MIKE'S LI	A CONSERVA	IZING CERTAIN ( ATION EASEMEN 	
			APPROVED:
			Stephen R. Olson, Mayor
ATTEST:			
Sandra L. We	solowski, City	Clerk	
AYES	NOES	_ABSENT	

#### **CONSERVATION EASEMENT**

Out	lot	1	CSM	No.	

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and 2 Mike's, LLC, Inc., a Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

#### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, Southeast 1/4 of the Southeast of Section 16, Township 5 North, Range 21 East, described in **Exhibit A** attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature woodlands, young woodlands, wetland buffers, wetlands and shoreland wetlands, and refer to Natural Resource Investigation by JSD Professional Services, dated April 11, 2018, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over, and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

WHEREAS, **TRI CITY BANK**, mortgagee of the Protected Property ("Mortgagee"), consents to the grant of this Easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over, and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

- 1. To view the protected property in its natural, scenic, and open condition;
- 2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
- 3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;

- 2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
- 3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
- 4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
- 5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
- 6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor: 2 Mike's LLC Attn: Michael Hurst 12900 W. National Ave. New Berlin, WI 53157 To Grantee: City of Franklin Office of the City Clerk 9229 W. Loomis Road Franklin, WI 53132

In witness whereof, the grantor ha	s set its hand and se	als this on this	date of	, 20
		2 Mik	e's LLC	
		Ву:	Michael Hurst, managing me	ember
STATE OF WISCONSIN	) ) ss			
COUNTY OF MILWAUKEE	)			
This instrument was acknowledge	d before me on the	day of	, A.D. 20	by
	Michael Hurst as	managing mem	ber of 2 Mike's LLC	
To me known to be the person(s) deed of said limited liability comp	who executed the for	oregoing Easem	ent and acknowledged the same	e as the voluntary act and
		Notary Public		
		My commission	n expires	

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has a A.D.20	executed an	nd delivered this acceptance on the day of,
	CITY OF F	RANKLIN
	By:	ephen R. Olson, Mayor
	By:	ndra L. Wesolowski, City Clerk
STATE OF WISCONSIN ) ) ss COUNTY OF MILWAUKEE )		
Olson, Mayor and Sandra L. Wesolowski, 6 known to be such Mayor and City Clerk of instrument as such officers as the Deed of	City Clerk, on said municities	of, A.D. 20, the above named Stephen R. of the above named municipal corporation, City of Franklin, to me ipal corporation, and acknowledged that they executed the foregoing cipal corporation by its authority and pursuant to Resolution Noday of, 20
	No	otary Public
	Му	y commission expires
This instrument was drafted by the City of Fr.  Approved as to contents:	ınklin.	
Benjamin Kohout, Principal Planner Department of City Development	Date	
Approved as to form only:		
Jesse A. Wesolowski City Attorney	Date	

#### MORTGAGE HOLDER CONSENT

Mortgage encumbering encumbering the Pro	wisconsin banki perty and record	ng corporation ("Mortgagee"), as Mortgagee under that certain led in the Office of the Register of Deeds for Milwaukee County,
Wisconsin, on,	20, as Docu	iment No. , hereby consents to the execution
of the foregoing easement and its addition as	an encumbranc	e title to the Property.
IN WITNESS WHEREOF, Mortga corporate seal to be hereunto affixed, as of the	gee has caused the day and year	hese presents to be signed by its duly authorized officers, and its first above written.
		Name of Mortgagee Tri City Bank, a Wisconsin Banking Corporation
		By:
		Name:
		Title:
STATE OF WISCONSIN	) )ss	
COUNTY OF MILWAUKEE	)	
On this, the day of (name), tl	ne	, 20, before me, the undersigned, personally appeared(title) of Tri City Bank, a Wisconsin banking
corporation, and acknowledged that (s)he exercise for the purposes therein contained.	ecuted the foreg	oing instrument on behalf of said corporation, by its authority and
		Name:
		Notary Public, State of Wisconsin
		My commission expires

### Exhibit A

Outlot 1 of C	Certified Survey Map No	, recorded in Milwaukee County Register of Deeds Office on	dav
of	, 2019 as Document No	, being a part of the Southeast 1/4 of the Southeast	
Section 16, to	ownship 5 North, Range 21 East, located	d in the City of Franklin, Milwaukee County, Wisconsin.	

approval Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE INSTALLATION OF A DECK AND ACCESSORY STRUCTURE WITHIN THE "20 FOOT DRAINAGE EASEMENT" PLAT RESTRICTION, UPON LOT 5 IN SERENITY ESTATES SUBDIVISION (6904 SOUTH HARVARD DRIVE) (CHAD E. LARSEN AND JENNIFER L. LARSEN, APPLICANTS)	ITEM NUMBER  G, 5.

At the September 19, 2019 meeting of the Plan Commission the following action was approved: move to recommend approval of a resolution authorizing the installation of a deck and accessory structure within the "20 foot drainage easement" plat restriction, upon lot 5 in Serenity Estates subdivision (6904 South Harvard Drive), subject to the conditions that access to the easement shall be granted by the property owner whenever requested by the City, that the City shall be held harmless in the event that any damage would occur to the deck and/or the accessory structure due to its location within the easement or by City maintenance of the easement, and further technical corrections.

#### **COUNCIL ACTION REQUESTED**

A motion to approve resolution 2019-\_\_\_\_\_, authorizing the installation of a deck and accessory structure within the "20 foot drainage easement" plat restriction, upon lot 5 in Serenity Estates subdivision (6904 South Harvard Drive) (Chad E. Larsen and Jennifer L. Larsen, applicants)

RESOLUTION NO. 2019-\_\_\_\_

A RESOLUTION AUTHORIZING THE INSTALLATION OF A DECK AND ACCESSORY STRUCTURE WITHIN THE "20 FOOT DRAINAGE EASEMENT" PLAT RESTRICTION, UPON LOT 5 IN SERENITY ESTATES SUBDIVISION (6904 SOUTH HARVARD DRIVE)

(CHAD E. LARSEN AND JENNIFER L. LARSEN, APPLICANTS)

WHEREAS, the Serenity Estates Subdivision Plat prohibits the building of structures within the "20 Foot Drainage Easement" described thereon; and

WHEREAS, Chad E. Larsen and Jennifer L. Larsen having applied for a release of the "20 Foot Drainage Easement" restriction upon their property to the extent necessary to install an approximately 350 square foot deck and approximately 10 foot by 15 foot 4-post open accessory structure with a roof within an existing 20 foot wide drainage easement (platted as part of the Serenity Estates Subdivision Plat) along the rear of the property line (deck and covered accessory structure extend approximately 4 feet into the drainage easement (total area of structures proposed within the easement is approximately 140 square feet)), property located at 6904 South Harvard Drive, zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 741-0086-000, more particularly described as follows:

FOR LOT 5 OF SERENITY ESTATES, BEING A SUBDIVISION OF THE NE 1/4 AND SE 1/4 OF THE SOUTHWEST QUARTER OF SECTION 2, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; and

WHEREAS, the "20 Foot Drainage Easement" restriction upon the Final Plat for Serenity Estates Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stat. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request for the release of the "20 Foot Drainage Easement" restriction only so as to allow for the subject deck and accessory structure installation, and having considered the proposed location of and type of deck and accessory structure to be installed upon the subject property in conjunction with

RESOLUTION NO. 2019	
Page 2	

existing and required landscaping on the property, and that the proposed deck and accessory structure will not be readily visible from the adjoining highway or create any adverse impact upon the aesthetic or buffering purposes of the landscape bufferyard.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed deck and accessory structure of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Chad E. Larsen and Jennifer L. Larsen filed on May 7, 2019, be and the same is hereby authorized and approved and that the "20 Foot Drainage Easement" restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

- 1. The maximum allowable encroachment into the drainage easement is 4 feet, for an area no greater than 140 square feet within the subject easement.
- 2. Pursuant to Unified Development Ordinance Section 15-3.0801B.2, the covered accessory structure shall not exceed 150 square feet in area.
- 3. The disturbance of the drainage easement shall be limited to the installation of a maximum of 15 posts to support the deck and covered accessory structure. Grading or disturbance of the topography within the drainage easement shall not be permitted.
- 4. In case the City of Franklin would need to utilize, modify, or otherwise maintain the drainage easement, the property owner shall allow appropriate access to the easement area, including, if necessary, the removal of the deck and/or covered accessory structure encroaching into the drainage easement, for such maintenance purposes.
- 5. Access to the easement shall be granted by the property owner whenever requested by the City. The City shall be held harmless in the event that any damage would occur to the deck and/or the accessory structure due to its location within the easement or by City maintenance of the easement.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject deck and accessory structure and that the subject deck and accessory structure shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

		lar meeting of , 2	the Common Council of the City of Franklin to 2019.
Passed Franklin this	l and adopted day o	at a regular r	meeting of the Common Council of the City, 2019.
			APPROVED:
			Stephen R. Olson, Mayor
ATTEST:			
ATTEST:			

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING THE INSTALLATION OF A DECK AND ACCESSORY STRUCTURE WITHIN THE "20 FOOT DRAINAGE EASEMENT" PLAT RESTRICTION, UPON LOT 5 IN SERENITY ESTATES SUBDIVISION (6904 SOUTH HARVARD DRIVE)

(CHAD E. LARSEN AND JENNIFER L. LARSEN, APPLICANTS)

WHEREAS, the Serenity Estates Subdivision Plat prohibits the building of structures within the "20 Foot Drainage Easement" described thereon; and

WHEREAS, Chad E. Larsen and Jennifer L. Larsen having applied for a release of the "20 Foot Drainage Easement" restriction upon their property to the extent necessary to install an approximately 350 square foot deck and approximately 10 foot by 15 foot 4-post open accessory structure with a roof within an existing 20 foot wide drainage easement (platted as part of the Serenity Estates Subdivision Plat) along the rear of the property line (deck and covered accessory structure extend approximately 4 feet into the drainage easement (total area of structures proposed within the easement is approximately 140 square feet)), property located at 6904 South Harvard Drive, zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 741-0086-000, more particularly described as follows:

FOR LOT 5 OF SERENITY ESTATES, BEING A SUBDIVISION OF THE NE 1/4 AND SE 1/4 OF THE SOUTHWEST QUARTER OF SECTION 2, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; and

WHEREAS, the "20 Foot Drainage Easement" restriction upon the Final Plat for Serenity Estates Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stat. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request for the release of the "20 Foot Drainage Easement" restriction only so as to allow for the subject deck and accessory structure installation, and having considered the proposed location of and type of deck and accessory structure to be installed upon the subject property in conjunction with

RESOLUTION NO. 2019	
Page 2	

existing and required landscaping on the property, and that the proposed deck and accessory structure will not be readily visible from the adjoining highway or create any adverse impact upon the aesthetic or buffering purposes of the landscape bufferyard.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed deck and accessory structure of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Chad E. Larsen and Jennifer L. Larsen filed on May 7, 2019, be and the same is hereby authorized and approved and that the "20 Foot Drainage Easement" restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

- 1. The maximum allowable encroachment into the drainage easement is 4 feet, for an area no greater than 140 square feet within the subject easement.
- 2. Pursuant to Unified Development Ordinance Section 15-3.0801B.2, the covered accessory structure shall not exceed 150 square feet in area.
- 3. The disturbance of the drainage easement shall be limited to the installation of a maximum of 15 posts to support the deck and covered accessory structure. Grading or disturbance of the topography within the drainage easement shall not be permitted.
- 4. In case the city would need to utilize, modify, or otherwise maintain the drainage easement, the property owner shall allow appropriate access to the easement area, including, if necessary, the removal of the deck and/or covered accessory structure encroaching into the drainage easement, for such maintenance purposes.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject deck and accessory structure and that the subject deck and accessory structure shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

Introduced	at a regular m	eeting of the Com	mon Council of	the City of	of Frank	clin this
day of		, 2019.				
Passed and	l adopted at a	regular meeting	of the Common	Council	of the	City of
Franklin this	day of		. 2019.			•

RESOLUT Page 3	ΓΙΟΝ NO. 2019	<u>-</u>		
			APPROVED:	
			Stephen R. Olson, Mayor	
ATTEST:				
Sandra L.	Wesolowski, Ci	ty Clerk		
AYES	NOFS	ARSENT		



#### REPORT TO THE PLAN COMMISSION

#### Meeting of September 19, 2019

#### **Miscellaneous Application**

**RECOMMENDATION:** City Development Staff recommends denial of a miscellaneous application for release of a drainage easement.

**Project Name:** 

Release of a 20-foot drainage easement

**Project Address:** 

6904 S Harvard Drive

**Property Owner:** 

Chad and Jen Larsen

Applicant:

Chad and Jen Larsen

Agent:

N/A

Zoning:

R-5 Suburban Single-Family Residence District

**Use of Surrounding Properties:** 

Residential

Comprehensive Plan:

Residential

**Applicant Action Requested:** 

Approval of miscellaneous application for release of a drainage

easement.

#### **Introduction:**

The property owners, Chad and Jennifer Larsen, have submitted a Miscellaneous Application requesting the partial release of a 20-foot wide drainage easement that runs east/west along the north property line of their property located at 6904 S. Harvard Drive. The subject property is Lot 5 of the Serenity Estates Subdivision.

#### **Analysis:**

The applicant is requesting permission to construct a 350 square foot deck and a 150 square foot covered accessory structure that will partly extend into the drainage easement. The deck and covered accessory structure extend approximately 4-feet into the drainage easement. The total area of structures proposed within the easement is approximately 140 square feet. As indicated in the applicant's submittal materials, the R-5 District minimum lot coverage is met.

There is also an existing fence within the drainage easement. The applicant did receive a Building Permit in 2016 for the fence prior to installation.

Note that Section 15-3.0802D. of the Unified Development Ordinance (UDO) requires a minimum side and rear yard setback of 10-feet for decks. The covered accessory structure is 150 square feet; therefore, it is allowed to have a minimum setback from the side and rear property lines of 5-feet per

Section 15-3.0801B.2. of the UDO. It should be noted that per Part 11 of the UDO, a deck has no permanent or temporary cover or canopy, thus these structures are being considered separately in regards to setbacks. The proposed canopy is encroaching into the required rear yard, in order to comply with the general standards of accessory uses and structures

It is noted that there appears to be sufficient room to construct a smaller deck and covered accessory structure without extending into the drainage easement. It is recommended that alternative designs be considered to avoid any encroachment into the drainage easement.

As noted in the staff memorandum dated August 27, 2019, the Engineering Department is opposed to this application.

#### **STAFF RECOMMENDATION:**

City Development Staff recommends denial of a miscellaneous application for release of a drainage easement.

If this application is approved, City Development Staff suggest the following conditions:

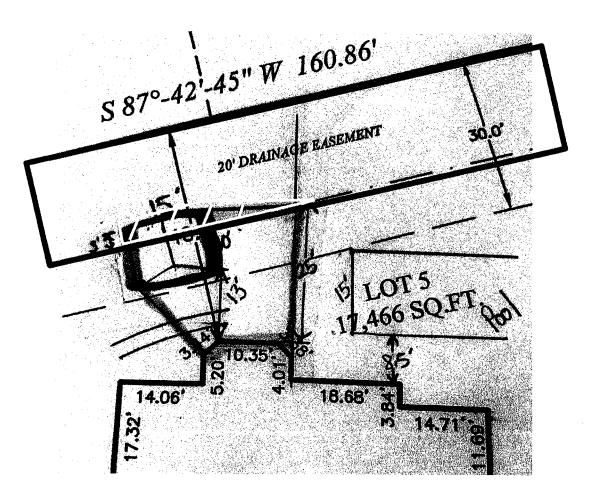
- The maximum allowable encroachment into the drainage easement is 4 feet, for an area no greater than 140 square feet within the subject easement.
- Pursuant to UDO Section 15-3.0801B.2, the covered accessory structure shall not exceed 150 square feet in area.
- The disturbance of the drainage easement shall be limited to the installation of a maximum of 15 posts to support the deck and covered accessory structure. Grading or disturbance of the topography within the drainage easement shall not be permitted.
- In case the city would need to utilize, modify, or otherwise maintain the drainage easement, the property owner shall allow appropriate access to the easement area, including if necessary the removal of the deck and/or covered accessory structure encroaching into the drainage easement, for such maintenance purposes.

#### **LEGAL DESCRIPTION**

FOR LOT 5 OF SERENITY ESTATES, BEING A SUBDIVISION OF THE NE ¼ AND SE ¼ OF SOUTHWEST QUARTER OF SECTION 2, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

# Request

The proposed location of the deck and the 10x15 covered structure (4 posts and a roof) is depicted below. We are requesting a release of up to 4' of the drainage easement for 35 linear feet as depicted in yellow below. We will be building the deck/structure **UP** from the ground, so we will not be disturbing the current topography of the yard and we will have very minimal impact on the flow of water (a few 4x4 posts).



Proposed Deck

Drainage Easement

**Proposed Structure** 

Area being requested for release



APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
REPORTS & RECOMMENDATIONS	A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 842-9995-004 AND 842-9995- 002 (8570 SOUTH 116TH STREET AND ADJACENT VACANT PARCEL ABUTTING 8628 SOUTH 116TH STREET) (ROBERT G. MONTGOMERY, APPLICANT)	ITEM NUMBER  G. G.

At the September 19, 2019, meeting of the Plan Commission, the resolution conditionally approving a Land Combination was not recommended for approval, as the concurring vote of four members of the Plan Commission is required for such actions. On voice vote, 3 voted 'aye' and 1 voted 'nay'. (3-1-3)

# **COUNCIL ACTION REQUESTED**

A motion to approve Resolution 2019-\_\_\_\_\_\_, conditionally approving a Land Combination for Tax Key Nos. 842-9995-004 and 842-9995-002 (8570 South 116th Street and adjacent vacant parcel abutting 8628 South 116th Street) (Robert G. Montgomery, applicant)

#### CITY OF FRANKLIN

MILWAUKEE COUNTY [Draft 9-20-19]

RESOLUTION NO. 2019-

A RESOLUTION CONDITIONALLY
APPROVING A LAND COMBINATION FOR
TAX KEY NOS. 842-9995-004 AND 842-9995-002
(8570 SOUTH 116TH STREET AND ADJACENT VACANT
PARCEL ABUTTING 8628 SOUTH 116TH STREET)
(ROBERT G. MONTGOMERY, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Robert G. Montgomery for the purpose of rebuilding a residential dwelling on South 116th Street, specifically, the parcel at 8570 South 116th Street and adjacent vacant parcel abutting 8628 South 116th Street; bearing Tax Key Nos. 842-9995-004 and 842-9995-002, more particularly described as follows:

Property Description for 842-9995-004:

COM 680 FT N OF SW COR OF SE 18 5 21 TH NLY 200 FT ELY 1323.83 FT SLY 880 FT WLY 597.76 FT NLY 680 FT WLY 726 FT TO BEG CONT 15.409 ACS.

Property Description for 842-9995-002:

THE W 726 FT OF N 200 FT OF S 680 FT OF SE QUAR SEC 18 5 21 CONT 3.333 ACS.

WHEREAS, the Plan Commission having reviewed such application, and the Common Council having reviewed such application and having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for Robert G. Montgomery, as submitted by Robert G. Montgomery, as described above, be and the same is hereby approved, subject to the following conditions:

1. Robert G. Montgomery, 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 Robert G. Montgomery land combination project, 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

ROBERT G. MONTGOMERY – LAND COMBINATION
RESOLUTION NO. 2019
Page 2

penalties and remedies provisions, as amended from time to time.

- 2. The approval granted hereunder is conditional upon Robert G. Montgomery and the land combination project for the property located on South 116th Street, specifically, the parcel at 8570 South 116th Street and adjacent vacant parcel abutting 8628 South 116th Street: (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.
- 3. Applicant shall ensure that construction of new structures and re-construction of preexisting structures comply with all of the district standards of the R-3 Suburban/Estate Single-Family Residence District.
- 4. Applicant shall provide a Natural Resource Protection Plan, as required by Section 15-7.0201 of the Unified Development Ordinance for review and approval by the Department of City Development prior to the issuance of a building permit.

Introduced at a regular meeting day of	g of the Common Council of the City of Franklin this, 2019.
Passed and adopted at a regul Franklin this day of	ar meeting of the Common Council of the City of , 2019.
	APPROVED:
	Stephen R. Olson, Mayor
ATTEST:	
Sandra L. Wesolowski, City Clerk	
AVES NOES ABSENT	T



#### REPORT TO THE PLAN COMMISSION

# Meeting of September 19, 2019

#### **Land Combination**

**RECOMMENDATION:** City Development Staff recommends approval of a land combination for 8570 116<sup>th</sup> Street and 0 116<sup>th</sup> Street.

**Project Name:** 8570 116<sup>th</sup> Street and 0 116<sup>th</sup> Street Land Combination

**Project Address:** 8570 116<sup>th</sup> Street and 0 116<sup>th</sup> Street

Property Owner: Robert Montgomery

Applicant: Robert Montgomery

Agent: N/A

**Zoning:** R-3 Suburban/Estate Single Family Residence District & C-1

Conservancy District

Use of Surrounding Properties: Residential

**Comprehensive Plan:** Residential and Areas of Natural Resource Features

**Applicant Action Requested:** Approval of application for land combination

#### Introduction:

On June 17, 2019, Robert G. Montgomery submitted an application for land combination of two adjacent parcels, 8570 116th Street and 0 116th Street. The parcels are zoned as R-3 Suburban/Estate Single Family Residence District & C-1 Conservancy District. The future land use designation for these parcels according to the Comprehensive Plan is Residential and Areas of Natural Resource Features.

Pursuant to §15-9.0312.B, of the Unified Development Ordinance, the application for the Land Combination Permit shall be considered "relative to City staff recommendations, the lot area and other dimensional requirements of the zoning district(s) within which the parcels are located, the City of Franklin Comprehensive Master Plan and the planned land use for each of the parcels, present use of the parcels and proposed use of the parcels for the purpose to ensure that upon combination, such properties shall comply with the purposes and provisions of this Ordinance."

#### **Analysis:**

8570 116th Street and 0 116th Street are two adjacent parcels along 116<sup>th</sup> Street. If combined, the resulting parcel would be 18.74 acres in area. The resulting combined street frontage appears to be 400' based on the provided survey maps. The dimensions of the proposed combined parcel are consistent with the R-3 Development Standards, as indicated in Table 15-3.0203 in the UDO.

The applicant stated that his home burned on January 30, 2019, the applicant's proposal is to rebuild a residential dwelling in the location of the pre-existing dwelling, which is a permitted use in the R-3 zoning district.

The applicant has been advised that a Natural Resource Protection Plan would also be required if the combined parcel were to be redeveloped, pursuant to §15-4.0101 of the UDO. The applicant has also been advised that the City of Franklin's maps indicate that there are wetlands covering parts of both parcels. Wetlands would be mapped as part of a future Natural Resource Protection Plan, and wetland buffers and setbacks would apply to the combined property.

# **Staff suggestions:**

Parts of the properties in question are zoned with an obsolete C-1 Conservancy zoning district. City Development Staff suggest the following:

• Applicant shall submit a rezoning application to remove the C-1 zoning district from the property, as described in §15-9.0200 of the UDO, prior to the issuance of building permits.

#### **STAFF RECOMMENDATION:**

City Development staff recommends approval of a land combination for 8570 116th Street and 0 116th Street, subject to the conditions as noted in the attached draft resolution.

# **Parcel Number**

842-9995-002

226 - CITY OF FRANKLIN

THE W 726 FT OF N 200 FT OF S 680 FT OF SE QUAR SEC 18 5 21 CONT 3.333 ACS

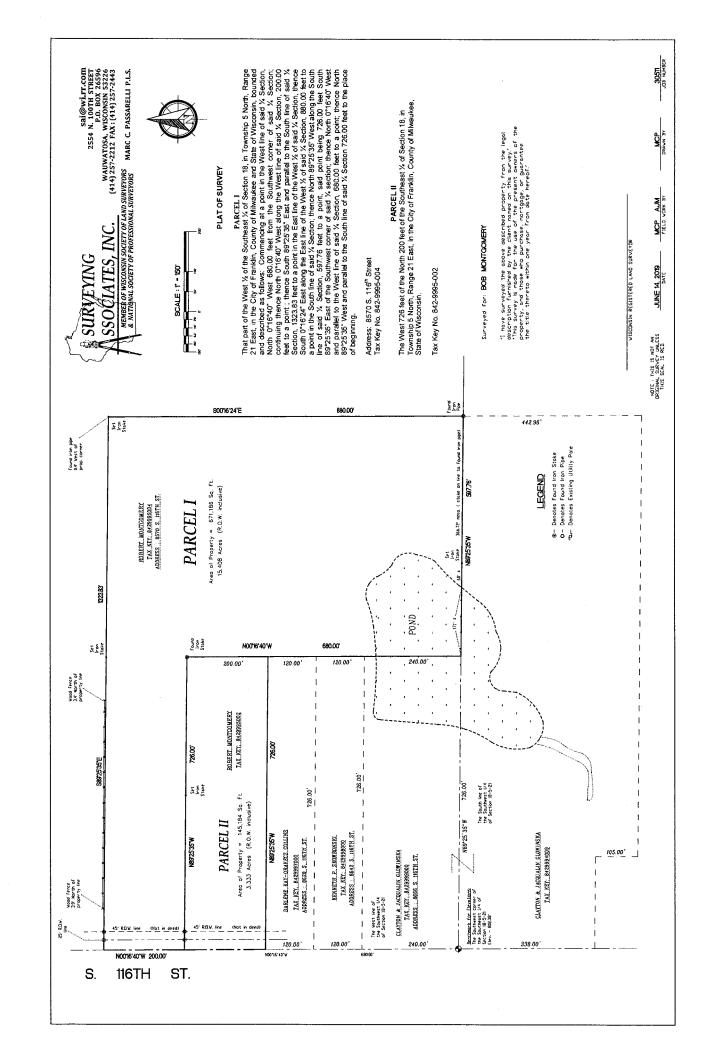
# **Parcel Number**

842-9995-004

226 - CITY OF FRANKLIN

8570 S 116TH ST FRANKLIN 53132

COM 680 FT N OF SW COR OF SE 18 5 21 TH NLY 200 FT ELY 1323.83 FT SLY 880 FT WLY 597.76 FT NLY 680 FT WLY 726 FT TO BEG CONT 15.409 ACS





APPROVAL	REQUEST FOR	MEETING DATE
slw	COUNCIL ACTION	10/01/2019
REPORTS &	ORDINANCE TO AMEND §15-3.0418 OF THE UNIFIED DEVELOPMENT	ITEM NUMBER
RECOMMENDATIONS	ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 13 (WAL-MART/SAM'S WHOLESALE CLUB) TO ALLOW FOR PARKING LOT AND SIGNAGE CHANGES (WAL-MART REAL ESTATE BUSINESS TRUST, APPLICANT) (6701 SOUTH 27TH STREET)	G.7.

At its September 19, 2019 meeting, the Plan Commission recommended approval of an ordinance to amend §15-3.0418 of the Unified Development Ordinance Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) to allow for parking lot and signage changes (Wal-Mart Real Estate Business Trust, Applicant) (6701 South 27th Street) subject to installation of only four new directional signs.

The Plan Commission changes were incorporated into a revised draft ordinance.

#### **COUNCIL ACTION REQUESTED**

- A. (Minor Amendment Determination) A motion determining the proposed amendment to be a minor amendment.
- B. (Planned Development District Ordinance Amendment) A motion to adopt Ordinance No. 2019-\_\_\_\_\_, an ordinance to amend §15-3.0418 of the Unified Development Ordinance Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) to allow for parking lot and signage modifications (6701 South 27th Street).

#### CITY OF FRANKLIN

MILWAUKEE COUNTY [Draft 9-26-19]

ORDINANCE NO. 2019-

AN ORDINANCE TO AMEND §15-3.0418 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 13 (WAL-MART/SAM'S WHOLESALE CLUB) TO ALLOW FOR PARKING LOT AND SIGNAGE MODIFICATIONS (WAL-MART REAL ESTATE BUSINESS TRUST, APPLICANT) (6701 SOUTH 27TH STREET)

WHEREAS, §15-3.0418 of the Unified Development Ordinance provides for and regulates Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club), same having been created by Ordinance No. 89-1071 and later amended by Ordinance Nos. 94-1313, 95-1342, 2001-1645, 2002-1705, 2004-1814, 2008-1940, 2010-1995, 2013-2123, 2016-2213, 2016-2223 and 2018-2331, such District being located at 6701 South 27th Street, bearing Tax Key No. 714-0003-002; and

WHEREAS, Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) includes those lands legally described as follows:

LOTS 3 AND 4 IN WAL-MART SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; and

WHEREAS, Wal-Mart Real Estate Business Trust, having petitioned for a further amendment to Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club), to allow for restriping and designating 10 parking spaces for customer pickup of online grocery orders and adding pedestrian/crosswalk striping across the front drive aisle from the front walk along the building to the grocery pickup spaces and signage modifications as follows: installation of nine new directional signs located throughout the parking lot to direct traffic flows and direct customers to the designated parking area [each of the directional site signs is three (3) square feet in area, which will add an additional 27 square feet in signage to the site, bringing the total sign area to 630.73 square feet (the allowable sign area for the site is calculated as follows: 651 square feet frontage x 1.5 = 976.5 allowable square feet sign area)] and relocating the existing 'Pickup' wall sign from the west side of the north elevation to the east side of the north elevation adjacent to the new pickup parking area, to obtain approval of a site plan therefore; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 19th day of September, 2019, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common

ORDINANCE NO. 2019-\_\_\_\_ Page 2

Council that the proposed amendment to Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

#### SECTION 1:

§15-3.0418 Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Ordinance No. 2001-1645, Section 1, is hereby amended to allow for restriping and designating 10 parking spaces for customer pickup of online grocery orders and adding pedestrian/crosswalk striping across the front drive aisle from the front walk along the building to the grocery pickup spaces; Ordinance No. 2008-1940, Section 1, Ordinance No. 2010-1995, Section 1 and Ordinance No. 2018-2331, Section 1, are hereby amended to allow for installation of nine new directional signs located throughout the parking lot directing customers to the new grocery pickup spaces, and relocating the existing 'Pickup' wall sign from the west side of the north elevation to the east side of the north elevation adjacent to the new pickup parking area, which shall be located and constructed, and appear as respectively depicted upon and pursuant to those plans and site plan City file-stamped May 7, 2019, attached hereto and incorporated herein. Amendment is subject to the following condition:

- 1. Staff recommends updating the project summary to include the parking stall designation signage in the calculation of sign area.
- 2. Installation of only four new directional signs.

#### **SECTION 2:**

The proposed Wal-Mart Supercenter parking lot and signage modifications shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

#### **SECTION 3:**

Wal-Mart Real Estate Business Trust, successors and assigns and any developer of the Wal-Mart Supercenter parking lot and signage

ORDINANCE NO. 2019-	
Page 3	

modifications 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, for the Wal-Mart Supercenter parking lot and signage modifications

project, 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.

#### SECTION 4:

All other applicable terms and provisions of §15-3.0418 Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Wal-Mart Supercenter parking lot and signage modifications project, and all terms and provisions of §15-3.0418 Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

### **SECTION 5:**

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 6:

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

**SECTION 7:** 

This ordinance shall take effect and be in force from and after its passage and publication.

	Introduced at a re	egular meeting of the	e Common	Council	of the City	of Franklin	this
(	lay of	, 2019, by Alde	erman		•		
		·	-				

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

ORDINANCE NO. 2019 Page 4	_	
		APPROVED:
		Stephen R. Olson, Mayor
ATTEST:		
Sandra L. Wesolowski, City	Clerk	
AYESNOES	_ ABSENT	



#### REPORT TO THE PLAN COMMISSION

### Meeting of September 19, 2019

# Planned Development District (PDD) No. 13 Amendment

**RECOMMENDATION:** Staff recommends approval of the proposed amendment to Planned Development District (PDD) No. 13, as a Minor PDD Amendment, subject to the conditions set forth in the attached draft ordinance.

Project Name: Walmart (PDD No. 13) Minor Planned Development District

Amendment Application

**Project Address:** 6701 S. 27<sup>th</sup> Street

**Applicant:** pb2 architecture and engineering

**Property Owner:** Wal-Mart Real Estate Business Trust

Current Zoning: Planned Development District No. 13

2025 Comprehensive Plan: Commercial

**Use of Surrounding Properties:** Commercial (east, north and south) and Multi-Family

Residential Condominiums (west)

**Applicant's Action Requested:** Recommendation to the Common Council for approval of a

minor amendment to Planned Development District No. 13 to

allow changes to parking lot striping and signage

#### **Project Description and Analysis:**

The applicant, pb2 architecture and engineering, filed an application for a Minor Planned Development District Amendment requesting several parking lot and sign modifications for the Walmart store located at 6701 S. 27<sup>th</sup> Street, zoned Planned Development District No. 13.

The proposed changes include:

- 1. Adding pedestrian/crosswalk striping across the front drive aisle from the front walk along the building to the grocery pickup spaces;
- 2. Restriping and designating 10 parking spaces for customer pickup of online grocery orders, including logo signage designating each parking space;
- 3. Installation of nine (9) new directional signs located throughout the parking lot directing customers to the new grocery pickup spaces; and
- 4. The proposal would add 27 square feet of directional signage and 85 square feet of signage to designate parkings stalls, for a total of 112 square feet of new signage to the Walmart portion of PDD 13. The existing sign area is 603.73 square feet; the additional sign area would yield a total of 715.73 square feet.
- 5. Relocating the existing 'Pickup' wall sign from the west side of the north elevation to the east side of the north elevation adjacent to the new grocery pickup parking area.

#### Parking Lot Modifications

The plans provided detail the changes noted above under Nos. 1 and 2. The proposed changes are found to be minimal and the overall number of parking spaces is only being reduced by 2 stalls. There is also no change in the amount of greenspace onsite.

#### Sign Modifications

It can first be noted that PDD No. 13 Ordinances originally required signs to be in compliance with the City Sign Ordinance. However, in 2010, PDD No. 13 was amended to allow signs pursuant to a specific plan, which was referenced in that Ordinance and City date-stamped February 26, 2010.

For comparison purposes, § 210-4.C.1.d. of the City of Franklin Regulatory Measures for Signs and Billboards provides that the permitted square footage of signage is determined by a factor of the frontage and the setbacks of the building.

The proposed directional signs are 3.0 square feet each with a peak height of 8'6".

The proposed parking stall signs with logos are a total of 8.5 square feet each with a peak height of 6' 2".

The existing sign area is 603.73 square feet. The total square footage of signage being added is 112 square feet, thus the new amount of signage would total 715.73 square feet. For comparison purposes, based on the calculation under § 210-4.C.1.d., the site's 651 lineal feet of frontage permits at least 976.5 square feet of allowable sign area.

It should be noted that the applicant will need to obtain additional Sign Permits from the City of Franklin Inspection Department for any signage including branding such as the "Walmart Spark." This includes pavement markings.

#### **Staff Suggestion:**

Staff suggests the applicant reduce the number of the parking lot directional and stall designation signs. Staff believes the proposed number of signs is an excessive amount of signage.

#### **Staff Recommendation:**

Staff recommends approval of the Planned Development District No. 13 Minor Amendment, subject to the conditions set forth in the draft ordinance.

# **City of Franklin Department of City Development**

Date: August 22, 2019

To: Amy Miles, pb2 architecture + engineering

From: City Development Staff

RE: Walmart (PDD No. 13) Minor Planned Development District Amendment

Application Comments and Recommendations-Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Minor Planned Development District (PDD) Amendment application submitted by Amy Miles, pb2 architecture + engineering, and date stamped by the City of Franklin on May 7, 2019.

# **Department of City Development Staff Comments**

- 1. Please provide additional sign details for the traffic directional signs including a rendering or sample image of the proposed signage, area/square footage of the signs, pole details and peak height of the signs.
- 2. Note that depending upon the details requested above, there may be concerns with the number of directional signs proposed.
- 3. With the restriping, is the net loss two parking spaces?

#### **Engineering Staff Comments**

No comments

#### **Fire Department Staff Comments**

No comments

# **Police Department Staff Comments**

No comments

# City of Franklin Department of City Development

Date: September 3, 2019

To: Amy Miles, pb2 architecture + engineering

From: City Development Staff

RE: Walmart (PDD No. 13) Minor Planned Development District Amendment

Application Comments and Recommendations – Additional Staff Comments

Please be advised that City Staff has reviewed the additional information provided for the above application submitted by Amy Miles, pb2 architecture + engineering, and date stamped by the City of Franklin on August 22, 2019.

#### **Department of City Development Staff Comments**

The signage is PDD 13 is controlled by § 210-4.C.1.d. of the City of Franklin Regulatory Measures for Signs and Billboards which provides that the permitted square footage of signage is determined by a factor of the frontage and the setbacks of the building.

Please update the project summary to include documentation of the following:

- 1. The total existing square footage of sign area, and;
- 2. the total square footage of sign area being added, and;
- 3. the final total square footage of sign area once the project is complete, and;
- 4. the total permitted square footage of sign area.

It should be noted that the applicant will need to obtain additional Sign Permits from the City of Franklin Inspection Services Department for any signage including branding such as the "Walmart Spark." This includes pavement markings.

#### CITY OF FRANKLIN

MILWAUKEE COUNTY [Draft 9-11-19]

ORDINANCE NO. 2019-

AN ORDINANCE TO AMEND §15-3.0418 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 13 (WAL-MART/SAM'S WHOLESALE CLUB) TO ALLOW FOR PARKING LOT AND SIGNAGE MODIFICATIONS (WAL-MART REAL ESTATE BUSINESS TRUST, APPLICANT) (6701 SOUTH 27TH STREET)

WHEREAS, §15-3.0418 of the Unified Development Ordinance provides for and regulates Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club), same having been created by Ordinance No. 89-1071 and later amended by Ordinance Nos. 94-1313, 95-1342, 2001-1645, 2002-1705, 2004-1814, 2008-1940, 2010-1995, 2013-2123, 2016-2213, 2016-2223 and 2018-2331, such District being located at 6701 South 27th Street, bearing Tax Key No. 714-0003-002; and

WHEREAS, Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) includes those lands legally described as follows:

LOTS 3 AND 4 IN WAL-MART SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; and

WHEREAS, Wal-Mart Real Estate Business Trust, having petitioned for a further amendment to Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club), to allow for restriping and designating 10 parking spaces for customer pickup of online grocery orders and adding pedestrian/crosswalk striping across the front drive aisle from the front walk along the building to the grocery pickup spaces and signage modifications as follows: installation of nine new directional signs located throughout the parking lot to direct traffic flows and direct customers to the designated parking area [each of the directional site signs is three (3) square feet in area, which will add an additional 27 square feet in signage to the site, bringing the total sign area to 630.73 square feet (the allowable sign area for the site is calculated as follows: 651 square feet frontage x 1.5 = 976.5 allowable square feet sign area)] and relocating the existing 'Pickup' wall sign from the west side of the north elevation to the east side of the north elevation adjacent to the new pickup parking area, to obtain approval of a site plan therefore; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 19th day of September, 2019, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common

ORDINANCE NO. 2019-\_\_\_\_Page 2

Council that the proposed amendment to Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

#### SECTION 1:

§15-3.0418 Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Ordinance No. 2001-1645, Section 1, is hereby amended to allow for restriping and designating 10 parking spaces for customer pickup of online grocery orders and adding pedestrian/crosswalk striping across the front drive aisle from the front walk along the building to the grocery pickup spaces; Ordinance No. 2008-1940, Section 1, Ordinance No. 2010-1995, Section 1 and Ordinance No. 2018-2331, Section 1, are hereby amended to allow for installation of nine new directional signs located throughout the parking lot directing customers to the new grocery pickup spaces, and relocating the existing 'Pickup' wall sign from the west side of the north elevation to the east side of the north elevation adjacent to the new pickup parking area, which shall be located and constructed, and appear as respectively depicted upon and pursuant to those plans and site plan City file-stamped May 7, 2019, attached hereto and incorporated herein. Amendment is subject to the following condition:

1. Staff recommends updating the project summary to include the parking stall designation signage in the calculation of sign area.

#### SECTION 2:

The proposed Wal-Mart Supercenter parking lot and signage modifications shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

#### **SECTION 3:**

Wal-Mart Real Estate Business Trust, successors and assigns and any developer of the Wal-Mart Supercenter parking lot and signage

all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Wal-Mart Supercenter parking lot and signage modifications ORDINANCE NO. 2019-Page 3 project, 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. All other applicable terms and provisions of §15-3.0418 Planned SECTION 4: Development District No. 13 (Wal-Mart/Sam's Wholesale Club) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Wal-Mart Supercenter parking lot and signage modifications project, and all terms and provisions of §15-3.0418 Planned Development District No. 13 (Wal-Mart/Sam's Wholesale Club) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect. **SECTION 5:** The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect. SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed. SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication. Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_day of \_\_\_\_\_\_, 2019, by Alderman \_\_\_\_\_\_.

modifications project, shall pay to the City of Franklin the amount of

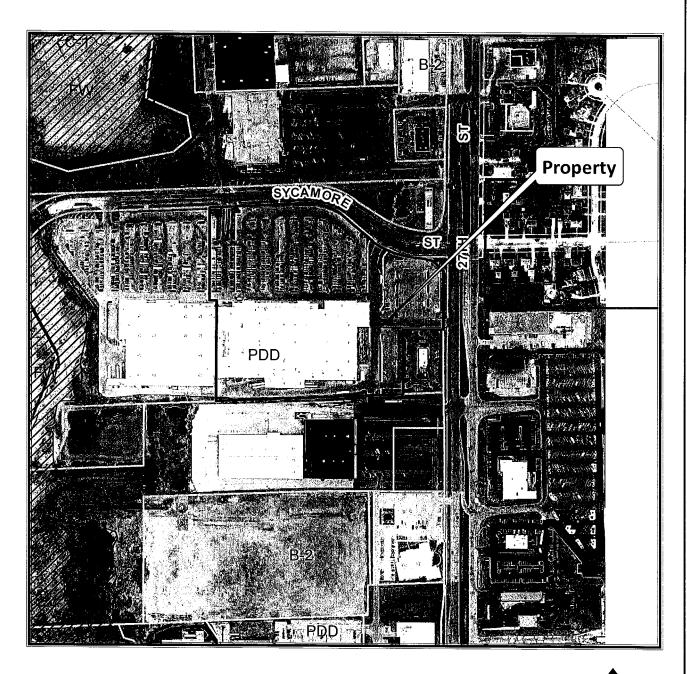
APPROVED:

Passed and adopted at a regular meeting of the Common Council of the City of

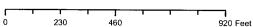
Franklin this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2019.

	Stephen R. Olson, Mayor
ORDINANCE NO. 2019 Page 4	
ATTEST:	
Sandra L. Wesolowski, City Clerk	
AYES NOES ABSEN	T

6701 S. 27th Street TKN: 714 0003 002



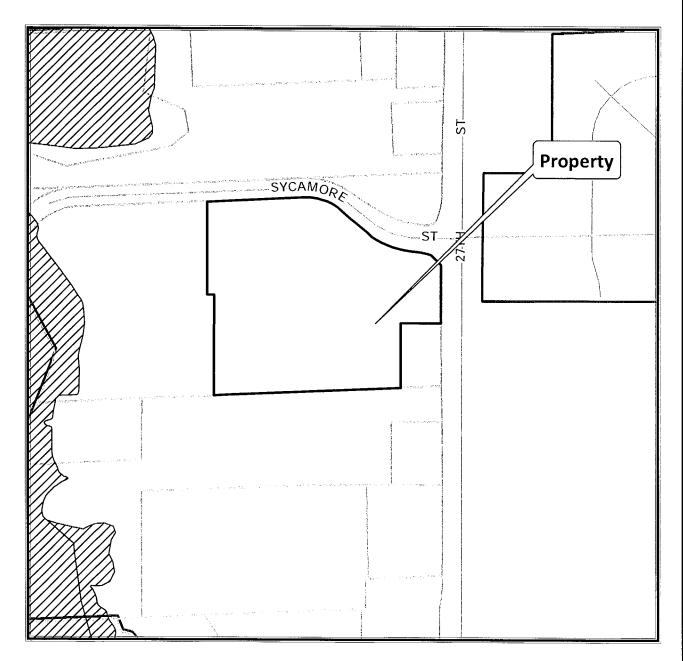
Planning Department (414) 425-4024



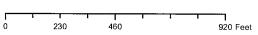
NORTH 2017 Aerial Photo

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.

6701 S. 27th Street TKN: 714 0003 002



Planning Department (414) 425-4024



NORTH 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.

#### Walmart #1551 - Online Grocery Pickup Enhancement Project Summary

Walmart will be updating the store at 6701 S. 27<sup>th</sup> Street to bring it in line with current Online Grocery Pickup standards. Enhancements to the store include: the restriping of ten (10) parking stalls to be designated as dedicated parking for customers picking up online grocery orders; the addition of striping in the parking lot to designated associate path to customer parking area; the addition of nine (9) small directional signs to direct traffic flows and direct customers to the designated parking area; the relocation of the existing channel-letter, internally illuminated \*Pickup wall sign.

Currently the site maintains 603.73 sf of wall signage. Wall sign area will not change; however, the existing \*Pickup wall sign will be relocated from the west side of the front façade to just east of the Home & Living entrance. Nine (9) directional signs are being added in the parking lot to direct online grocery pickup customers through the parking lot in a path that avoids most of the pedestrian traffic. Each of the directional site signs is three (3) square feet in area, which will add an additional 27 square feet in signage to the site, bringing the total sign area to 630.73 sf. The allowable sign area for the site is calculated as follows:

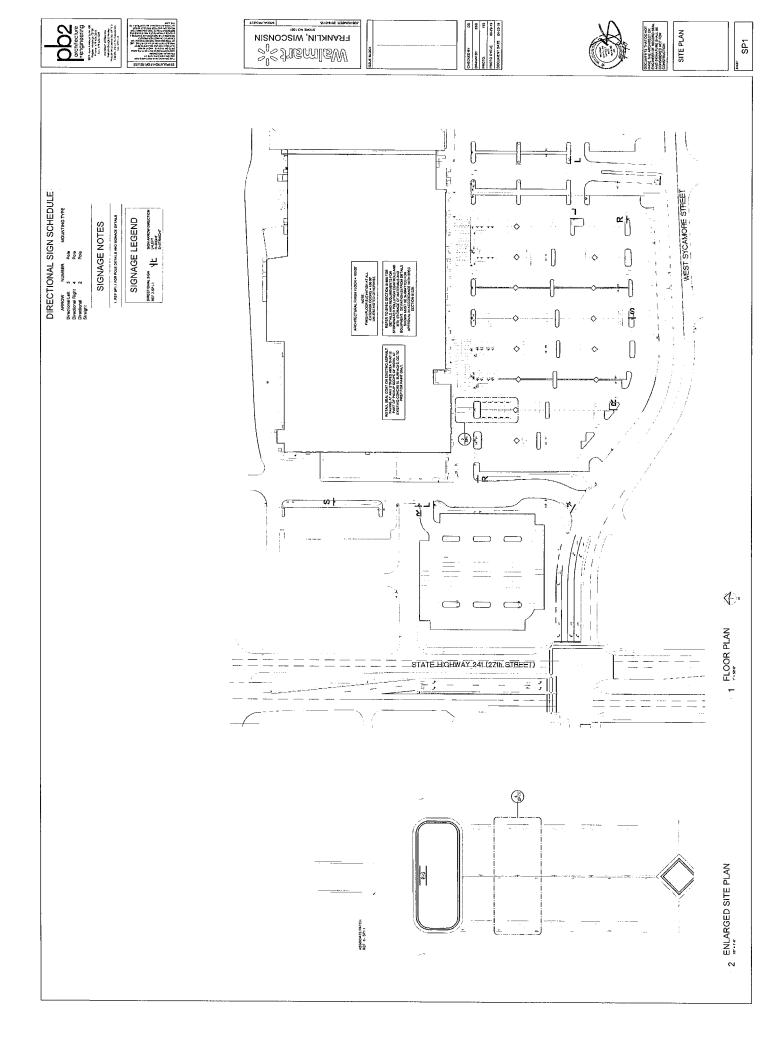
651 If frontage x 1.5 = 976.5 allowable sf sign area

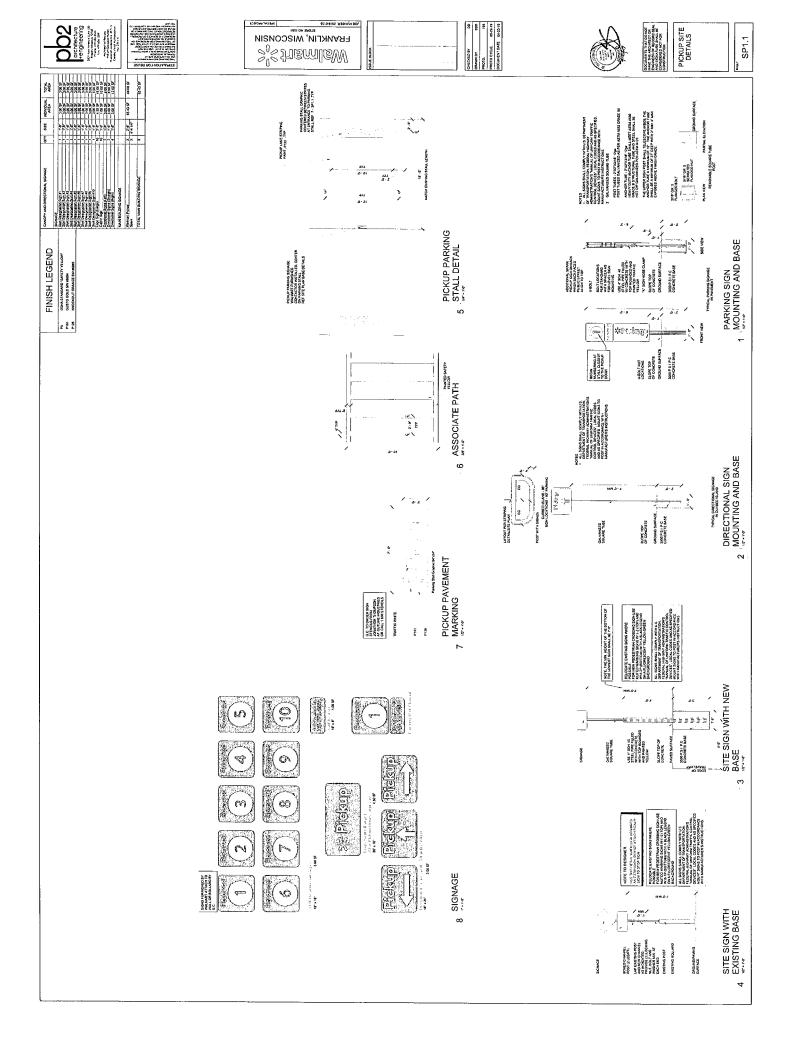
The intent of these modifications is to assist both customers and associates using the online grocery pickup features of the store. These changes will not impact on abutting properties, nor will they have any impact on the existing environmental condition of the site.

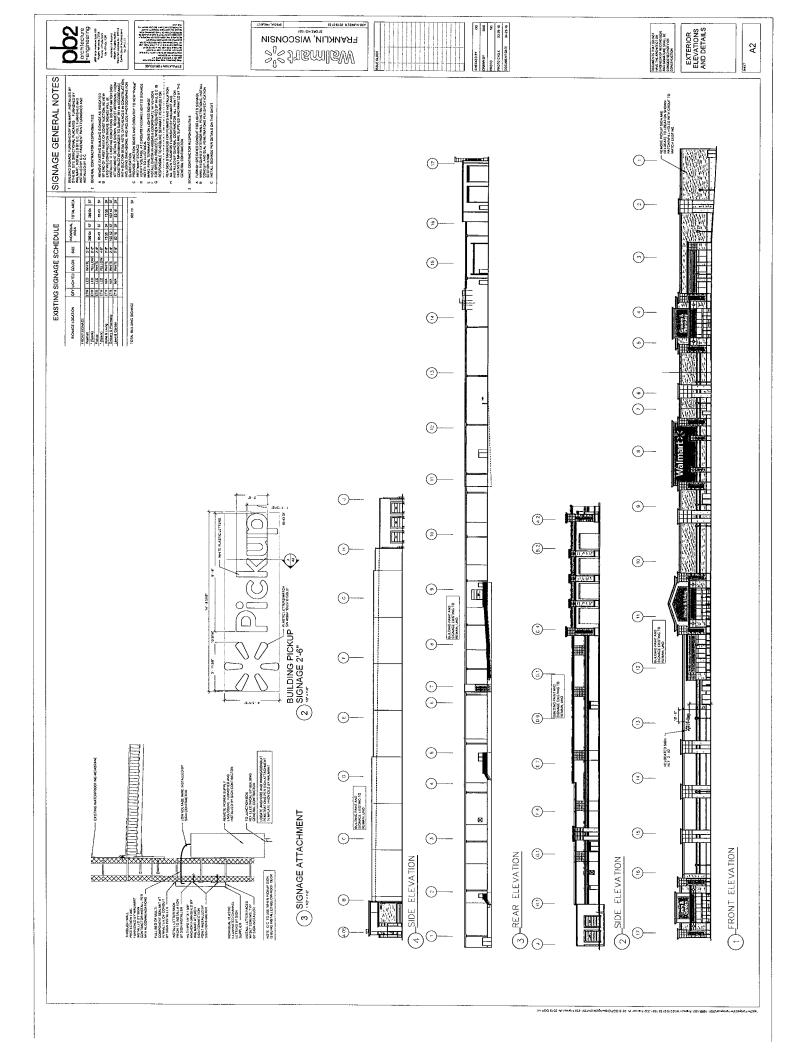
The anticipated cost of these improvements totals \$45,000.00. The actual project cost will be determined by the contract amount agreed upon by Walmart and the awarded general contractor.

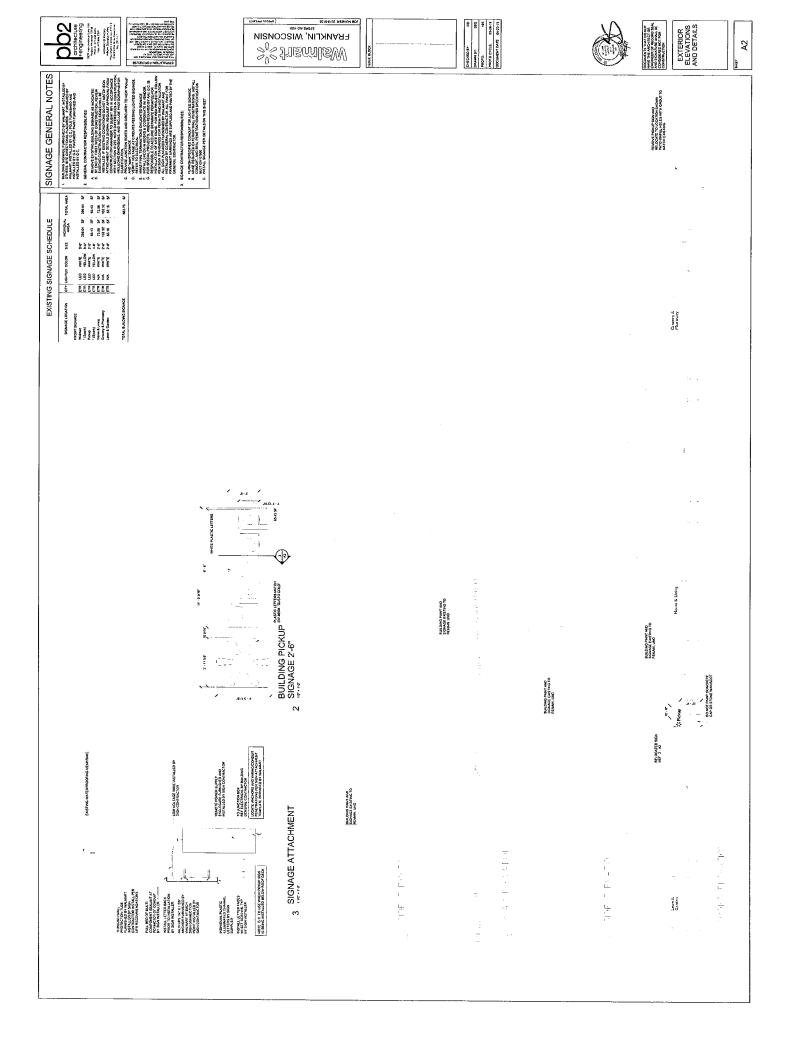
# Walmart #1551 Legal Description

Lots 3 and 4 in Wal-Mart Subdivision being a part of the SE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , and a part of the SE  $\frac{1}{4}$  of Section 1, Town 5N, R 21E, in the City of Franklin, Milwaukee County, Wisconsin.











approval Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE October 1, 2019
REPORTS &	RELEASE OF LETTER OF CREDIT FOR THE DEVELOPMENT OF THE AUTUMN LEAVES OF	ITEM NUMBER
RECOMMENDATIONS	FRANKLIN MEMORY CARE FACILITY LOCATED AT	G. 8.
	9201 W. DREXEL AVENUE	

#### **BACKGROUND**

Pursuant to the development at Autumn Leaves of Franklin Memory Care Facility, please be advised that all conditions of the development agreement have been completed; therefore, the letter of credit can be released.

#### **ANALYSIS**

Staff recommends the release of the Letter of Credit for Autumn Leaves of Franklin Memory Care Facility.

#### **OPTIONS**

- A. Direct Staff to release Letter of Credit; or
- B. Refer back to Staff with additional direction.

# FISCAL NOTE

No impact on City budgets.

# **COUNCIL ACTION REQUESTED**

Motion to direct Staff to release Letter of Credit No. 16-002 from TCF Commercial Bank dated April 22, 2016, for the development of the Autumn Leaves of Franklin Memory Care Facility located at 9201 W. Drexel Avenue.

Engineering: GEM





# REQUEST FOR COUNCIL ACTION

MEETING DATE 10/1/2019

REPORTS & RECOMMENDATIONS

Tentative Agreement Between the City of Franklin and the Franklin Professional Police Officers Association for a 2019-2021 Successor Collective Bargaining Agreement ITEM NUMBER

G. 9.

City staff responsible for labor negotiations and the Franklin Professional Police Officers Association, associated with the Wisconsin Professional Police Association Law Enforcement Employee Relations Division, have reached a Tentative Agreement (TA) for a 2019-2021 collective bargaining agreement. The Union's membership recently ratified the agreement, and it can be made effective after approval by the Common Council. Note that due to the timing of the ratification, the item has not been presented to the Personnel Committee for comment. A TA is a summary document. It is then merged into the current contract document to create a new contract document (labor agreement) for the January 1, 2019, through December 31, 2021, term. If the TA is approved, the motion below authorizes completion of and execution of that contract.

A TA is different in nature than many items on which the Common Council is asked to provide input. It is not subject to modification. It is an all or nothing proposal. It is also the result of hours and hours of discussion, teamwork, and compromise. That give and take is an important aspect to remember when evaluating whether or not the proposed agreement is in the best interest of the City. Additionally, the discussions below are summary in nature, and items may be discussed as more directly linked to or independent of other items. This, however, is not necessarily the case. In reality, as noted above, it is a big package deal with each item potentially influencing other, seemingly unrelated, items.

Overall it is a very straightforward settlement with wages being the most significant change. Following are brief comments on the more substantive provisions of the TA:

1. Wages: As shown on the attached table, the wage adjustments on a percentage basis compare favorably with settled contracts among comparable communities. Among the comparable communities, the City of Franklin sits

very much in the middle of the pack when comparing the top wage of the range for a police officer. Franklin's contract, however, does stipulate that any wage comparison must include a 4% increase in Franklin's wages for any calculation. This is important language that shouldn't be ignored. With that inclusion, Franklin moves to third on the list trailing only Brookfield and New Berlin and surpassing Oak Creek in 2018. Granted, new employees may not give that language much consideration, so remaining at least in the middle of the pack without that consideration is useful. Excluding that 4% language, our proposed increases are inline with those communities Franklin could be considered to be behind and are ahead of the communities closest to

Wage Comparison					
Percentage Increase					
Department	<u>2018</u>	2019	2020	<u>2021</u>	2022
Brookfield PD x	3.04%	2.51%	1.99%	2.50%	
Caledonia PD	2.99%	5.06%	4.04%		
Fitchburg PD	2.01%	2.00%	2.01%	2.47%	1
Fond du Lac PD	4.93%				ī
Franklin PD	2.50%	2.00%	2.25%	2.50%	ı
Greenfield PD	2.00%	2.17%	1.84%	2.01%	
Menomonee Falls PD	2.00%				
Mequon PD	2.25%	2.49%	2.51%		
Mount Pleasant PD	3.04%	3.01%	2.26%	3.02%	3.01%
Muskego PD	1.00%	1.02%			
New Berlin PD x	4.62%	3.01%	3.00%		
Oak Creek PD	1.49%	2.00%	2.25%		
Sun Prairie PO	1.00%	2.51%	2.51%		
Wauwatosa PD	1.74%		Malija.	A 16 16 1	
West Bend PD	3.04%	2.98%	3.01%	4.00%	
Average	2.51%	2.56%	2.51%	2.75%	

catching us (although Wauwatosa is not yet settled). In short, the proposed increases are comparable and appropriate.

- 2. The following items are largely clean-up items without a significant impact on costs or operations:
  - ➤ Article 4 Dues Deduction simply ensures the contract is now in compliance with the U.S. Supreme Courts Janus decision on this topic.
  - > Detective On-call language simply enables the contract to address the potential for changes in the number of detectives without needing contract language changes.

- Article 8 Overtime simply incorporates current practice with the canine officers while eliminating the extra careand-feeding time from consideration for compensatory time off.
- Article 8 Section D, Article 10, and Article 17 changes simply eliminate outdated language.
- Article 13 will eliminate outdated language and incorporate a desire on the part of both parties to move forward with updates to the 457 plan that will not have substantive cost impacts on the City.
- Article 16 simply says we will try to offer supplemental life insurance if the City's carrier has it available to the employee at the employee's cost.
- > Continuation of the side letter on Monday-to-Friday work schedules and Recruit Officer Pay levels.
- Continuation and slight expansion of the conditions on the side letter for flexing of normal duty hours, since it worked well during the term of the last contract, while retaining the ability to discontinue the language, unilaterally, if need be.
- 3. The increase in the clothing allowance by \$75 in the third year of the contract does not represent a significant cost increase. It was last increased in 2014.
- 4. Health insurance language is consistent with the City's intent of having the union members operate under the same benefits and costs as non-represented employees. The language changes incorporate the key components of the letter of understanding that was entered into when the City started its high deductible plan. It also eliminates employee premium share caps associated with the new PPO plan. Lastly, it extends to the police union the same benefit extended to the firefighter's union related to the City contribution to retiree health insurance being 75% of the plan in which they are participating.
- 5. Funeral leave simply adds "Grandchild" to the list of covered family members. It also extends to the union a one-time, no-cherry picking opportunity to replace their current language with new language the City develops for its non-represented employees. The Director of Administration anticipates the City's non-represented employee language will be reviewed and amended at some point during 2020.

The TA prepared by the Union's Representative is attached. A copy of the current labor contract is also attached for context. Since some of the TA language suggests how the contract will change without the specific wording, an email is also attached wherein the Director of Administration clarified with the Union representative some of the language as drafted in the TA.

The Director of Administration would like to publicly thank the members of the Franklin Professional Police Officers Association for the spirit of cooperation and professionalism that they brought to the bargaining table.

The Director of Administration, Police Chief, and Human Resources Coordinator recommend approval.

# COUNCIL ACTION REQUESTED

A motion to approve the "Franklin Police Officers Association Tentative Agreements with the City of Franklin" (September 19, 2019) for a 2019-2021 successor labor agreement between the City of Franklin and the Franklin Professional Police Officers Association and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as he determines is necessary.



## Franklin Police Officers Association

# Tentative Agreements with the City of Franklin

September 19, 2019

## REMOVE ALL REFERENCE TO ROMAN NUMERALS

#### Article 4 - Fair Share - Dues Deduction

Replace current language with language which conforms to the recent Supreme Court Ruling.

- 4.01 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.
- 4.02 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.
- 4.03 Employer shall notify the Association of all new hires of the bargaining unit within 30 days of their start date.
- 4.04 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.
- 4.05 Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to Employer or the Association.
- 4.06 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.
- 4.07 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.

## **Article 6 – Wages -** Increase wages in contract as follows:

Effective January 1, 2019	1%
Effective April 1, 2019	1%
Effective April 1, 2020	2.25%
Effective April 1, 2021	2.50%

Wages are effective on the first date of a pay period after the date listed, except April 1, 2019, that increase is effective on March 31<sup>st</sup>.

## Hours of Work - Detective On-Call

Amend language as follows: The weeks in each calendar year will be divided by the number of detectives assigned by the Chief to be available for on-call duty (E.G. If there are 5

detectives, each detective will work approximately 10.4 weeks in the calendar year). Each Detective will be compensated with two (2) hours pay for each "week" they work on-call. Language remains this overtime may only be taken in pay.

#### Article 8 – Overtime

New language as follows: (E.) For each pay period, the individuals in the canine unit will receive six (6) hours of overtime for the care and feeding of the dog. The six (6) hours for care and feeding may only be taken in pay and not as compensatory time off. No overtime will be paid while the canine is kenneled. As such, any week where kenneling has occurred the hours of overtime shall be prorated (rounded to the nearest tenth of an hour) based upon a count of the days not kenneled divided by 14 (the number of days in a pay period). In a kenneling period, the first partial day (day of drop off) shall count as a day kenneled and the second partial day (day of pick-up) shall not be counted as a day kenneled.

# Article 8 Overtime, Section D, Subsection 2 & 3

# Remove outdated language as follows:

- 2. <u>Carryover</u>: Any portion of a compensatory time balance accumulated may be carried forward from one calendar year to a subsequent calendar year; however, any such balance carried forward may only be taken off and may not be paid out, except in the case of termination. <u>As an additional exception applicable only to balances carried forward into 2016, prior to October 28, 2016, paydate, an employee may request and receive payout for compensatory balances carried forward from 2015 (following timing of #3 below), which payouts will be reported to the IRS and WRS in accordance with their requirements.</u>
- 3. <u>Payout:</u> Once per month, except in December, and in conjunction with the time sheets submitted for the last pay date of each month, employees may request payout of any compensatory time balance accrued during that calendar year (except as noted in #2 above). Payout is made at the then current rate of pay."

## Article 10 - Vacation, Section D

Remove outdated language as follows:

"The accumulation requirement for Kevin Mullikin and Daniel Heder shall be one-hundred ten (110) days and one-hundred two (days), respectively, as opposed to 130 days."

## Article 13 - Severance Pay

City eliminate the availability to employees to leave severance with the employer for payment of health insurance. In 18 years, no member has left the money with the City. Memorandum of Understanding will be entered into for the City and Association to discuss and implement the option for depositing the Severance Pay into a 457 plan, along with language for deposits into a Roth IRA.

## Article 14 - Clothing Allowance

Clarify language to read clothing allowance shall be paid on the last payroll date of April and October of each year. Previous language stated May 1<sup>st</sup> and November 1<sup>st</sup> but was never

actually paid on those dates, it was always included in a normal payroll date close to those dates.

Increase Clothing Allowance \$75.00 on 1/1/21

#### Article 15 – Health Insurance –

- 1. Amend language to remove monetary caps as shown in attached document
- 2. Amend Retiree language to allow for retired employees to change from plan to plan with the City paying 75% of the plan selected.

## Article 15 - Health Insurance

A) Amend first paragraph of Section 15.01 as indicated below.

Employees Mare 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 years after 2016, 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 15.02:
- "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, Medicare, 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."
- C) Add to Section 15.02 before "A." creating the start of a third paragraph which incorporates A., B., and C.

**Article 16 – Life Insurance –** In 2020, the City will explore offering supplemental insurance for employee's so long as the provider offers it without cost to the City.

## Article 17 – Wisconsin Retirement System

Eliminate outdated language, formatting may change in final contract

- A. New Hires: Effective January 1,2013, those employees hired on or after July I, 2011 will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with the amount paid by "General Employees."
- B. Existing Employees: Effective on the first full pay period following ratification by 4 both parties, employees hired prior to July I, 20 II shall pay that portion of the employee's contributions which shall be three percent (3.0%) of the employee's wages, by payroll deduction. Effective on the first full pay period following January I, 2014, employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with "General Employees." (For 2014 and subsequent years, the change to the WRS contribution commences with the pay period and applies to the paycheck covering the pay period beginning closest to, but on or after, January 1<sup>st</sup> of that year.

The Employer agrees to pay the employer's share of Wisconsin Retirement System (WRS). Employees will pay the full employee share as determined by the WRS at the general employee contribution rate (6.55% in 2019)

For 2014 and subsequent years, t (The change to the WRS contribution commences with the pay period and applies to the paycheck covering the pay period beginning closest to, but on or after, January 1<sup>st</sup> of that year. The intent of the language is such that the application of the change in WRS contribution rates occurs in the same paycheck as the application of the listed wage increase.) [Note: For a year where the ETF reduces the applicable statutory Employee Share, the City will apply the new rate to the first check issued in that calendar year as well, if so required by the statute.]

- Article 19 Funeral Leave City to add "grandchild" to funeral leave language. Also, add language as follows: In the event the Common Council amends the Funeral/Bereavement Leave Policy for general non-represented employees (other than just adding grandchild), the Union may review that language and elect, in writing, to replace the current Funeral Leave language herein, in its entirety, with the language in the general non-represented employee policy in its entirety as adopted by the Common Council.
- **Article 31 Duration of Agreement –** Agree upon a three (3) year term, January 1, 2019 to December 31, 2021
- **Side Letter of Agreement Monday Friday Work Schedule for Patrol Officers.** Retain as a side letter without changes except for dates that may need to be updated.

Side Letter of Agreement –Flexing of Normal Duty Hours. Amend as follow:

# Letter of Understanding Between Franklin Professional Police Officer's Association and the City of Franklin Regarding Flexing of Normal Duty Hours of Patrol Officers

In an attempt to meet the needs of the Department regarding working outside of the normal duty hours for employees, the Association and Administration agree to the below listed language. on a one time trial period commencing upon ratification of the agreement by both parties and expiring on December 31, 2018. At that time, this side letter will sunset and there is no dynamic status quo attached to it.

Any flexing (which by definition does not include periods ordered into duty) for a Patrol Officer of normal duty hours shall be on a mutually agreed-upon basis between the employee and the Chief of Police or his/her designee. The flexing of normal duty hours includes the following: changing shifts or changing the starting and ending times of a shift.

Employees are limited to <u>five (5)</u> employee requested-and-approved instances (which an instance may include multiple days, if so approved by the Chief or his designee) of changing shifts or changing the start times/ending times of shifts on a calendar-year basis.

The Chief, or his designee, shall have sole discretion in approving such flexing of hours and such decisions shall not create, and may not be alleged to have created, a past practice.

The officer who is working a Monday through Friday primary duty assignment is excluded from application of this Letter of Understanding.

Association and Administration shall meet <u>in a timely fashion</u> and discuss this side letter and <u>to</u> decide if the parties agree to continue the language. Should one <u>either</u> party not agree, the sunset provision listed above will be enforced. If both parties agree, the language shall be incorporated into the successor agreement. <u>that party shall provide written</u> notification of the withdrawal from this agreement, effective 30 calendar days after the notice is provided.

Side Letter of Agreement -Recruit Officer Pay Level. Retain as Side Letter of Agreement

# Agreement between the

# CITY OF FRANKLIN

and the

# FRANKLIN POLICE OFFICERS ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2016 - 2018

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1 2	AGREEMENT This ACREEMENT is an in the second of the second	
	This AGREEMENT is made and entered into by and between THE CITY OF	
3	FRANKLIN (hereinafter referred to as the "City" or "Employer") and THE CITY OF	
4	FRANKLIN LOCAL NO. 280 of the LAW ENFORCEMENT EMPLOYEE RELATIONS	
5	DIVISION OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, (hereinafter	
6	referred to as the "Association".)	
7		
8	INTENT AND PURPOSE	
9	A. It is intended that the following Agreement shall be an implementation of the	
10	provisions of Section 111.70 of the Wisconsin Statutes.	
11	B. Both of the parties of this Agreement are desirous of protecting and promoting the	
12	interests of the general public and of reaching an amicable understanding with respect to the	
13	Employer-employee relationship which exists between them and to enter into complete	
14	agreement covering rates of pay, hours of work and conditions of employment.	
15		
16	<b>ARTICLE I - RECOGNITION</b>	
17	Section 1.01: The City recognizes the Association as the exclusive bargaining agent for	
18	all employees of the Franklin Police Department who have the power of arrest, but excluding the	
19	Police Chief, Inspector, Captains and all other supervisory, managerial and confidential	
20	employees.	
21	Section 1.02: The Association shall be the exclusive representative of all employees in	
22	the bargaining unit in all conferences, negotiations and grievances.	
23		
24	<b>ARTICLE II - MANAGEMENT RIGHTS</b>	
25	Section 2.01: The Association recognizes that except as specifically limited, abridged or	
26	relinquished by the terms and provisions of this Agreement all rights to manage, direct or	
27	supervise the operations of the Employer and the employees are vested solely in the Employer.	
28	The Employer shall have the right to make such reasonable rules and regulations	
29	primarily related to mandatory subjects of bargaining, not in conflict with this Agreement, as it	
30	may from time to time deem best for the purpose of maintaining order, safety and/or efficient	
31	operations. Any complaint relative to the reasonableness of a rule on its face or as applied to any	

1	employee shall be subject to the provisions of the grievance procedure contained in this
2	Agreement.
3	Section 2.02: The City reserves the right to discipline or discharge an employee who has
4	completed his probationary period provided that such discipline or discharge is for just cause.
5	Any non-probationary employee who is disciplined or discharged may appeal the discipline or
6	discharge pursuant to 62.13 of the Wisconsin Statutes.
7	Section 2.03: The City shall make reasonable provisions for the safety and health of the
8	employees during working hours. Failure of bargaining unit employees to utilize safety devices,
9	clothing, and equipment required by the City, and failure to follow safety practices may subject
10	the offending employee to disciplinary action.
11	
12	<b>ARTICLE III - ASSOCIATION ACTIVITY</b>
13	Section 3.01: The Association agrees to conduct its business off the job as much as
14	possible, but this shall not prevent Association stewards or designated Association
15	representatives from processing grievances or engaging in routine business such as posting
16	notices, etc., during regular working hours, provided that such activities do not interfere with
17	normal work operations and that such stewards or representatives limit such activities to a
18	reasonable time period after receiving permission from their immediate supervisor outside the
19	bargaining unit in advance of engaging in such activities.
20	Section 3.02: Association stewards and designated Association representatives shall have
21	the right to post notices relating to legitimate Association business on bulletin board space
22	supplied by the City, provided that a copy of any such notice is given to the Chief prior to
23	posting.

Section 3.03: One member of the Association's collective bargaining team may attend bargaining sessions while on duty subject to call.

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# **ARTICLE IV - FAIR SHARE - DUES DEDUCTION**

Section 4.01: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of

1 this Article wherever the Commission finds that the Association has denied an employee 2 membership because of race, color, creed or sex. Section 4.02: The Association will represent all of the employees in the bargaining unit, 3 members and non-members, fairly and equally and, therefore, all employees shall pay their 4 5 proportionate share of the costs of the collective bargaining process and contract administration 6 by paying a lawful amount to the Association. 7 Section 4.03: The Employer agrees that it will deduct from the earnings of all employees 8 in the collective bargaining unit covered by this Agreement, whose dues are not deducted 9 pursuant to a payroll authorization pursuant to Section 4.06 below, the amount of money certified by the Association as being the monthly dues uniformly required of all employees. 10 Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) 11 12 days before the effective date of the change. Deductions shall be made each month, and the total 13 of such deductions shall be paid to the Association. For new employees, such deduction shall 14 start at the first pay period normally used for such deductions which occurs after the employee 15 has completed thirty-one (31) calendar days of employment. 16 Section 4.04: The Employer shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than 17 18 those constituting actual deductions from employee's wages earned. 19 Section 4.05: The Association shall indemnify and save the City harmless against any and 20 all claims, demands, suits, orders, judgments, or other forms of liability against the City that arise 21 out of the City's compliance with this fair share agreement. 22 Section 4.06: The Employer shall deduct regular monthly dues from the wages of the 23 members of the Association who have authorized such deductions, and remit such sums to the 24 Association. The member's authorization for deduction shall not be revocable for one (1) year 25 from the date of execution. The Association shall present dues authorizations to the City Director 26 of Administration. 27 Section 4.07: Section 4.03 of this Article shall be effective the first month following the 28 execution of this Agreement or the arbitrator's award relating to this Agreement, whichever is

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303132

earlier.

# ARTICLE V - GRIEVANCE PROCEDURE

Section 5.01 - Scope: A grievance is defined as a dispute regarding the interpretation or application of any provision of this Agreement. Any member of the Association or the Association may be a grievant. Grievances shall be handled in accordance with the following procedure. In the event a grievance is required to be put in writing, it shall state the specific provision of this Agreement alleged to have been violated.

# Section 5.02 - 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 department head is his immediate supervisor, either alone or accompanied by an Association representative within ten (10) calendar days from the date of the act or condition complained of, or within ten (10) calendar days of the employee gaining knowledge of the incident, whichever is later. The grievance will be deemed settled unless within fifteen (15) calendar days of presenting the grievance to the immediate supervisor (or department head), the grievant reduces the grievance to writing, signs the grievance and presents the written grievance to the immediate supervisor or department head.
- B. The immediate supervisor or department head shall give his answer in writing within ten (10) calendar days from the receipt of the written grievance.

# Section 5.03 - Step Two:

- A. If no settlement is reached in Step One, the grievance shall be referred to the Police Chief within five (5) working days from the time the immediate supervisor was to have submitted his answer, unless such Police Chief is the immediate supervisor.
- B. The Police Chief shall then hold a meeting with the employee and his Association representative, if the employee so elects, within five (5) working days after referral to him to discuss the grievance. The Police Chief shall be required to consult with the Director of Administration concerning the grievance and shall give his written answer, with a copy of the written grievance sent to the Human Resources Department, within twenty (20) workdays of the meeting with the employee and his Association representative.
- C. If the Police Chief is the immediate supervisor, Step Two shall be by-passed except Subsection (B) of Step Two shall be used instead of Subsection (B) of Step One, and the employee may proceed to Step Three of the Grievance Procedure.

Section 5.04 - Step Three: If no settlement is reached in Step Two, then such grievance
shall be submitted to arbitration within ten (10) working days from the time the Police Chief wa
to have submitted his answer in the manner described below:

- A. The grievance will be arbitrated by the Wisconsin Employment Relations

  Commission arbitrator, as provided for in the Wisconsin Statutes. The

  Association shall file the notice of appeal with the Wisconsin Employment

  Relations Commission, with a copy to the City Personnel Committee, which
  submission should be made to the Human Resource Coordinator or the Director of
  Administration. Each party shall bear the expense of producing its own witnesses and
  representatives, and any cost involved in the hearing will be shared equally by the
  City and the Association.
- 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.
- C. Upon completion of this hearing, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of testimony and argument to both the City and the Association which shall be final and binding upon the parties. In making his decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the City, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the City of such right.
- D. All grievances not filed or appealed within the above time periods shall be deemed abandoned. The term "working days" shall not include Saturdays, Sundays or holidays. The above time periods may be extended by mutual agreement of the parties in writing.

Section 6.01: The rates of pay for the various classifications of Police Officers shall be as follows:

4

	Hourly	Hourly	Hourly
	Eff. 1/1/2016	Eff. 4/1/2016	Eff. 10/1/2016
	.8% Increase	1% Increase	1% Increase
Patrol Officer			
Start	\$27.21	\$27.48	\$27.75
6 Months	\$28.08	\$28.36	\$28.64
1 Year	\$29.32	\$29.61	\$29.91
2 Years	\$29.95	\$30.25	\$30.55
3 Years	\$31.35	\$31.66	\$31.98
4 Years	\$34.55	\$34.90	\$35.25
Detective	\$37.48	\$37.85	\$38.23

	Hourly Eff. 1/1/2017	Hourly Eff. 1/1/2018	Hourly Eff. 7/1/2018	Hourly Eff. end of 2018
	2% Increase	2% Increase*	.5% Increase	0.25% increase*
Patrol Officer				
Start	\$28.31	\$28.88	\$29.02	
6 Months	\$29.21	\$29.79	\$29.94	
1 Year	\$30.51	\$31.12	\$31.28	
2 Years	\$31.16	\$31.78	\$31.94	
3 Years	\$32.62	\$33.27	\$33.44	
4 Years	\$35.96	\$36.68	\$36.86	
Detective	\$38.99	\$39.87	\$40.07	\$40.17

<sup>\*</sup> Detectives were given an extra .25% on 1/1/2018 and on the last pay period of 2018.

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Wage increases will be effective on the start of the pay period closest to, but on or after, the date listed above.

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In the event of any dispute in wages any arbitrator or other such adjudicating body is instructed to add 4% to all above wage rates as a quid pro quo for the retiree health benefit improvements

ı	negotiated	in the 2009-2010 labor agreement [(wage rate * .04) + wage rate =
2	effective/c	comparable wage rate].
3	Se	ction 6.02: The City will pay the IRS approved standard mileage rate for Department
4	approved	use of personal vehicles.
5	Sec	ction 6.03: Appointments of new hires as a Patrol Officer shall normally be made at the
6	established	d minimum ("Start") rate of pay. The initial appointment of a new hire above the
7	established	d starting rate of pay may be made by the City if it decides to hire a new employee
8	with multi	ple years of experience. Any such appointment must be at an established annual step
9	level as sh	own in section 6.01. If hired at the "6 Months" step, the employee would move to the
10	<u>"1 Year"</u> s	tep after six calendar months, to the "2 Years" step after an additional 12 calendar
11	months (1	8 months total), and to each successive step after completing each successive year. If
12	the employ	yee is hired at the 1, 2, 3 or 4 Year steps, the employee would move to the next
13	successive	step after each completed calendar year, meaning there would be no 6 Month step
14	during the	first year of employment. The Chief shall have the discretion (subject to the oversight
15	of the May	or as required by law) of offering additional vacation also. This provision does not
16	alter the pr	robation requirements, the seniority level of the new hire, or any other years of service
17	related ber	nefit.
18		
19	G -	ARTICLE VII - HOURS OF WORK
20		etion 7.01 - Hours of Work:
21	A.	Patrol Officers: The normal shifts shall be as follows: First Shift - 7:45 A.M. to 4:00
22		P.M.; Second Shift - 3:45 P.M. to 12:00 A.M.; Third Shift - 11:45 P.M. to 8:00
23	_	A.M.; Swing Shift - 7:45 P.M. to 4:00 A.M.
24	В.	<u>Detectives</u> : Regular working hour shifts will be staggered to ensure there is
25		coverage in the Detective Bureau from 0700 hours until 1800 hours (M-F), in
26		accordance with a departmental policy as established and maintained by the Chief of
27		Police. Language will be developed in a departmental policy that will allow a
28		Detective to flex a daily schedule in advance by mutual agreement.
29	C.	Nothing contained herein shall be construed to prohibit the City from establishing
30		other shifts.
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#### 1 Section 7.02 - Work Week: 2 A. Patrol Officers: The normal work schedule for all regular full-time Patrol Officers 3 shall consist of five (5) workdays followed by two (2) days off, followed by five (5) 4 workdays followed by three (3) days off, referred to as a 5-2, 5-3 duty schedule. B. <u>Detectives</u>: The normal work schedule for a Detective shall consist of five (5) 5 6 workdays followed by two (2) days off. They will be scheduled to work Monday 7 through Friday with weekends off. Language will be developed in a departmental 8 policy that will allow a Detective to flex a work week in advance by mutual 9 agreement. 10 1. "On Call" Status: There will be a Detective assigned to an "On Call" status 11 from the close of the Detective Bureau business hours on the Monday of an 12 assigned "On Call" duty week until the following start of business hours on 13 the successive Monday. (This language addresses the end of the business day for the Detective Bureau on the first Monday of an "On Call" Duty Week and 14 15 ends the successive week when the first Detective reports in for work.) 16 a. Rotation: This "On Call" status will rotate for each Detective (based on 17 staffing levels as instructed by the Chief of Police) in accordance with a department policy as established and maintained by the Chief of Police. 18 19 Detectives will submit a signed, "On Call" schedule form for the 20 upcoming year to the Chief of Police within two weeks of the 21 completion of the vacation selection process each year. (Failure to do 22 so will give the Chief of Police or his designee authority to make such 23 assignments.) 24 ii. It is the responsibility of each Detective to find a replacement or trade 25 for any conflict to the schedule once it is finalized. 26 In the event that an "On Call" coverage needs to be assigned based iii. 27 upon an unscheduled or unplanned absence, or unavailability of the designated Detective, the Chief may order a mandatory "On Call" duty 28 29 assignment, except that such assignment will not coincide with a 30 scheduled vacation day. 31 The "On Call" policy will set forth the initial point of contact for all iv. 32 incidents occurring after normal working hours, and who has the

1	authority to make the decision as to whether or not the "On Call"
2	Detective will be called to respond to an incident.
3	v. Establishment of an "On Call" Detective does not alter the fact that
4	any Detective is subject to call in and does not require that the
5	Department call in the "On Call" Detective first.
6	b. <u>Compensation</u> : Each Detective will work approximately 10.4 weeks of
7	"on-call" duty status per year (52 weeks/year divided by five (5)
8	Detectives). Each Detective will be compensated two (2) hours of pay
9	for each of the 10.4 weeks they are expected to work each year. "On
10	Call" pay will only be issued in complete week blocks, and can only
11	be taken as pay. To avoid any potential conflict or shortchanging for
12	"On Call" status, Detectives will submit an overtime card for two (2)
13	straight time hours of pay after the completion of their assigned "On
14	Call" work week. They will be compensated for their work on the
15	following paycheck, in accordance with regular payroll procedures. In
16	the event of special circumstances that result in more than one
17	individual serving as the "On Call" Detective during a given week, the
18	individual "On Call" for the greatest portion of that week will receive
19	the "On Call" pay for that period. (Note: This provision does not
20	create a requirement upon the City to maintain a minimum of five (5)
21	Detectives.)
22	C. The position of School Liaison Officer shall work Monday through Friday, during
23	school hours and consist of an eight (8) hour shift normally falling between the hours
24	of 7:00 A.M. and 4:00 P.M.
25	D. The above language is intended to provide for overtime in situations where the City
26	requires that investigation duties be performed outside of the above described work
27	hours, which work hours are further set forth in the above referenced departmental
28	policies.
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## 1 ARTICLE VIII - OVERTIME 2 Section 8.01: 3 A. OVERTIME. All hours worked outside of an employee's scheduled duty hours shall be considered overtime hours and paid at the rate of one and one-half (1½) times the 4 5 employees regular salary. 6 B. MANDATORY SCHOOLING/TRAINING. Overtime regarding mandatory 7 schooling and training sessions which are eight (8) hours or longer in a workday. 8 shall be compensated at a straight time rate of pay. Overtime regarding mandatory 9 schooling and training that is less than eight (8) hours in a work day shall be compensated at the rate of time and one-half (1½). Compensable schooling and 10 11 training time shall include time spent in attendance at a mandatory schooling or 12 training session, as well as time spent traveling to and from the mandatory schooling 13 or training site only. It shall not include preparation time, lodging time, or any other 14 time incidental to attendance at a mandatory schooling or training session. 15 C. NON-MANDATORY SCHO<u>OLING/TRAINING</u>. Approved non-mandatory 16 schooling and training shall be paid at straight time up to a maximum of eight (8) 17 hours per day at the employee's straight time hourly rate. If the school or training 18 session lasts for more than eight (8) hours in a day, or requires an overnight stay, the 19 Employer will not be required to pay more than eight (8) hours of straight time per 20 day, regardless of the total number of hours actually spent traveling or in attendance 21 at the approved non-mandatory school or training session. 22 D. COMPENSATORY TIME. 23 1. Accumulation: In lieu of pay, officers may accumulate compensatory time off to 24 a maximum balance of two hundred (200) hours. Overtime will be in pay for any 25 portion of compensatory time accrual that would exceed two hundred (200) hours. 26 Compensatory time may be taken off with the Chief's approval. 27 2. Carryover: Any portion of a compensatory time balance accumulated may be 28 carried forward from one calendar year to a subsequent calendar year; however, 29 any such balance carried forward may only be taken off and may not be paid out.

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except in the case of termination. As an additional exception applicable only to

balances carried forward into 2016, prior to October 28, 2016, paydate, an

employee may request and receive payout for compensatory balances carried

1	forward from 2015 (following timing of #3 below), which payouts will be		
2	reported to the IRS and WRS in ac-	cordance with their requirements.	
3	3. Payout: Once per month, except ir	December and in conjunction with the time	
4	sheets submitted for the last pay da	te of each month, employees may request	
5	payout of any compensatory time b	alance accrued during that calendar year	
6	(except as noted in #2 above). Pay	out is made at the then current rate of pay.	
7	Section 8.02: An employee who has worke	d overtime shall not be denied the right to	
8	work his scheduled duty hours.		
9	Section 8.03: If an employee is specifically	called in to work outside his scheduled duty	
10	hours, he shall be guaranteed a minimum of two (2	2) hours pay at time and one-half (11/2). This	
11	provision shall not apply where the call-in is conse	ecutively prior to or subsequent to an	
12	employee's scheduled duty hours.		
13	Section 8.04: An employee, who, with the	approval of his supervisor, attends a City	
14	Attorney Conference outside his scheduled duty ho	ours, shall be guaranteed a minimum of two	
15	(2) hours at his regular straight time pay unless such	ch conference is consecutive to or subsequen	
16	to his scheduled duty hours.		
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18	<u>ARTICLE 1</u>	<u>X - HOLIDAYS</u>	
19	Section 9.01: The following eleven (11) ho	lidays shall be holidays for Police Officers	
20	covered by this Agreement:		
21	New Years Day	Labor Day	
22	President's Day	Thanksgiving Day	
23	Friday before Easter	Day after Thanksgiving Day	
24	Memorial Day	Christmas	
25	Independence Day	Day preceding Christmas Day	
26	Day preceding New Year's Da	У	
27			
28			
29	Section 9.02:		
30	A. Patrol Officers covered by this Agreement	ent shall be compensated at the rate of eight	
31	and one quarter (8.25) hours per day for	each of the eleven (11) holidays designated	
32	above.		

1	B. Detectives and the School Resource Officer (SRO) covered by this Agreement shall
2	have the eleven (11) holidays designated above off.
3	1. If the holiday falls on a weekend, the Detective and the School Resource
4	Officer (SRO) may schedule the holiday off anytime within that particular pay
5	period, with all such selections requiring approval by the Chief of Police or
6	his designee. (If unforeseen staffing issues prevent the scheduling of the
7	holiday within the specific pay period, the holiday may be moved beyond that
8	pay period with the permission of the Chief of Police or his designee.)
9	C. Patrol Officers may elect to take their holidays in pay or compensatory time off in
10	accordance with the then current departmental Vacation and Off-Time Request
11	Policy. [Note: It is the intent of the City following ratification to modify the current
12	SOP to include Patrol Officers with options that align with those of Dispatchers]
13	Section 9.03: Employees shall be allowed four (4) personal days off per year, except new
14	employees who are hired prior to March 1st shall receive four (4) personal holidays, who are
15	hired prior to June 1st shall receive three (3) personal holidays, who are hired prior to September
16	1st shall receive two (2) personal holidays, and who are hired on or after September 1st shall
17	receive one (1) personal holiday. Scheduling of personal days off will be in accordance with the
18	Vacation and Off Day policy as established by the Chief of Police.
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20	ARTICLE X - VACATIONS
21	Section 10.01: Eligible employees of the Police Department covered under the terms of
22	this Agreement shall have vacation benefits based on years of continuous employment as
23	follows:
24	A. Ten (10) working days of vacation with full pay after completion of one (1) year of
25	employment.
26	B. Fifteen (15) working days of vacation with full pay after completion of six (6) years
27	of employment.
28	C. Twenty (20) working days of vacation with full pay after completion of thirteen (13)
29	years of employment.
30	D. Twenty five (25) working days of vacation with full pay after completion of eighteen
31	(18) years of employment, provided the employee has accumulated at least one
32	hundred thirty (130) days of sick leave in the year the vacation is taken. In the event

1	that, within the last five (5) years of the year in which the vacation is to be taken, the
2	employee has suffered a major illness or a series of illnesses wherein the employee
3	has used twenty (20) successive days of sick leave and would have been eligible for
4	the vacation set forth above, had not such illness occurred, then those days taken for
5	major sick leaves shall be counted to arrive at the one hundred thirty (130) day sick
6	leave accumulation required. Within the last ten (10) years of the year in which the
7	vacation is to be taken, if the employee can produce sufficient evidence of the loss of
8	sick time listed above, the days will be counted to arrive at the one-hundred thirty
9	(130) days. The accumulation requirement for Kevin Mullikin and Daniel Heder
10	shall be one-hundred ten (110) days and one-hundred two (102) days , respectively,

as opposed to 130 days.

E. Employees who have completed twenty-two (22) years of service will receive twentyfive (25) working days of vacation regardless of the number of sick days they may have accumulated.

Section 10.02: A vacation selection list shall be posted by November 15th for the forthcoming year. Vacation selection shall be made by departmental seniority by employees on a particular shift, regardless of whether or not included in the bargaining unit, provided that such picks are made by January 15th of each year. Vacations must be arranged so as not to interfere with the normal function of the department.

Section 10.03: Vacation allowance shall not be accumulated from year to year, except as may be permitted by the Police Chief under special circumstances, with the knowledge and approval of the Director of Administration.

Section 10.04: An employee will receive ten (10) days of vacation after the successful completion of their probationary period. This vacation must be used by the end of the calendar year. The employee will then receive another ten (10) days of vacation on the following January 1st. The employee will continue to receive annual vacation benefits on January 1st of each year based on the schedule in Section 10.01.

Section 10.05: To be eligible for a full vacation allowance after the initial end-ofprobation award, an employee must complete twelve (12) full months of service in the prior year. A full month of service is any month in which an employee receives pay for at least ten (10) days. If an employee has not completed twelve (12) full months of service in the prior year, his vacation will be pro-rated based on the number of completed months of service.

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T	Section 10.06: In the event an employee who has successfully completed his
2	probationary period of employment terminates employment with the City, the employee shall be
3	entitled to receive payment for any vacation hours already in the employee's vacation account.
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5	ARTICLE XI - LONGEVITY
6	Section 11.01: Each eligible employee commencing the regular pay period following
7	eligibility shall receive longevity pay in addition to the regular salary, based upon the following
8	schedule:
9	After 5 years of service \$5.00 per month
10	After 10 years of service \$10.00 per month
11	After 15 years of service \$15.00 per month
12	After 20 years of service \$20.00 per month
13	After 25 years of service \$25.00 per month
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15	ARTICLE XII - SICK LEAVE
16	Section 12.01: Sick leave shall accrue at the rate of one (1) working day for each full
17	month of service to the maximum cumulative total of one hundred eighty (180) days. A full
18	month of service shall refer to a month in which an employee receives pay for at least ten (10)
19	days.
20	Section 12.02: Employees who are sick and unable to report for work shall notify the
21	Department no later than one (1) hour prior to the start of the employee's work shift.
22	Section 12.03: Employees who are absent three (3) or more consecutive days because of
23	sickness or injury may be required to bring in a doctor's certificate confirming the need to be
24	absent for the sickness or injury. Any employee who is required to obtain a doctor's certificate
25	shall submit the billing thru their health insurance carrier(s). Any remaining cost related to
26	obtaining the certificate will be promptly paid in full by the City following submission of an
27	Explanation of Benefits by the employee. Any billing to obtain said doctor certification shall no
28	count against the employee's lifetime health insurance maximums except if the employee's
29	lifetime health insurance maximum benefit level exceeds \$1,000,000.
30	Section 12.04: All unused accumulated sick leave credit is automatically canceled if an
31	officer resigns, is discharged for a cause, or is laid off, except that officers that are laid off for

reasons not attributable to them will retain their unused accumulated sick leave provided they are reappointed within one (1) year from the date of layoff.

Section 12.05: Any holiday, regular off-duty day, or vacation day falling during a member of the Department's absences due to a condition for which sick leave credit would be granted shall not be considered a chargeable day of sick leave.

Section 12.06: After three (3) months of a non-duty related injury or illness, sick leave accumulation will be suspended until the employee returns to work, either on full duty or modified duty.

Section 12.07: Sick Leave Incentive Program

Effective 1-1-10, a sick leave incentive program shall be put into effect. Employees shall receive credit based upon the amount of sick leave hours used during each calendar year. Once the use of sick leave hours is recorded within a payroll cycle that sick leave use may not be altered or adjusted, except for corrections as approved by the Director of Administration or his designee. This benefit and administration of this benefit shall be subject to all applicable IRS regulations.

- A. Employees shall begin to accrue their sick leave incentive credit during their first full calendar year of employment. New employees who do not commence employment on or by January 3<sup>rd</sup> will not receive credit for the partial calendar year.
- B. Sick Leave Incentive Bank: Employees shall be credited an amount of money to a sick leave incentive bank based upon the number of hours to be credited (per C below) multiplied by three-quarters of the employee's hourly rate on December 31<sup>st</sup> of the year for which the hours were accrued (employees with 13 years of service as of 7/1/2010 would be locked in at 110% benefit level and employees with 12 years of service as of 7/1/2010 would be locked in at a 90% benefit level). By February 15<sup>th</sup> of each year, the City shall provide a printout to each employee identifying the amount of money credited for the prior year to the employee's sick leave incentive bank and the accumulated sick leave incentive bank total, which listing may include all members of the unit or department. Balances do not earn interest.
- C. Credit Schedule: Employees shall receive a credit in hours based upon the amount of sick leave hours used during the calendar year in accordance with the following schedule:

1 2	Hours to be converted to Dollars  Sick Leave Usage in Employee Incentive Bank	
3	0-8.25 hours 24.75 hours	
4	8.26-14 hours 16.5 hours	
5	14.01-20 hours 8.25 hours	
6	20.01-26 hours 4 hours	
7	26.01-36 hours 2 hours	
8		
9	Sick leave usage shall apply to any event for which an employee uses sick le	eave
10	during the year including, but not limited to, state and federal FMLA leaves	of
11	absence. In the final year of employment, when an employee terminates em	ployment
12	or retires, the employee will receive a prorated credit based upon the portion	of the
13	calendar year worked prior to the termination or retirement date.	
14	D. Vesting and Distribution	
15	1. Vesting. Employees shall be vested after 5 full calendar years of credital	ble
16	employment. An employee separating employment for any reason prior	to
17	achieving 5 full calendar years of creditable employment shall have no right to the	
18	amounts accrued and such amounts shall be forfeited.	
19	2. Separation prior to retirement and prior to qualifying for retiree health	
20	insurance benefits per Section 15.02. After being vested, employees who	leave the
21	employment of the City for any reason prior to retiring under the WRS as	nd
22	qualifying for retiree health insurance benefits per Section 15.02, except	
23	terminations for cause, will have the amount accumulated in their sick le	ave
24	incentive bank paid out as a separation benefit and such amount will be to	axable in
25	accordance with IRS rules. Employees terminated for cause shall have n	o right to
26	the amounts accrued and such amounts shall be forfeited.	
27	3. Separation at retirement when qualifying for retiree health insurance benefits	efits per
28	Section 15.02. After being vested, employees who retire under the WRS	and
29	qualify for retiree health insurance benefits per Section 15.02 will have the	he
30	amount accumulated in their sick leave incentive bank retained by the Ci	ty to use
31	as a credit against the employee's share of retiree health insurance costs u	ıntil the
32	fund is depleted. This benefit will be in addition to the benefit set forth in	n Article

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15.02. An employee shall not be obligated to pay for the "employee share of

retiree health insurance costs" until such amounts accumulated in the employee's sick leave incentive account are exhausted. The employee will not have an option or right to have the amount accumulated in their sick leave incentive bank paid out as a separation benefit, nor will any excess balance following termination from the health plan be paid out.

Section 12.07: Employees may donate vacation time to another member in the event of catastrophic illness or injury if that member has no sick or injury leave left in his account. There shall be a limit to such transfer of vacation time to any one member of twenty-five (25) days in a two (2) year period. All such requests for transfer of vacation time under this section shall be in writing and approved by the Chief of Police.

## **ARTICLE XIII - SEVERANCE PAY**

Section 13.01: Upon retirement, each member covered by this Agreement shall receive thirty (30) days full pay as a minimum. Severance pay shall be accumulated at the rate of two (2) days for each year of service, with the limitation that no additional severance pay over and above the minimum severance pay of thirty (30) days shall be paid unless the employee has accumulated sick leave corresponding to the severance pay he would be eligible for, to a maximum of sixty (60) days. Severance pay shall be based upon an eight and one-quarter (81/4) hour workday and at the rate of pay the employee is earning at the time of retirement.

The employee may apply the severance pay for payment of health insurance premiums by leaving the entire amount due with the City from which the City shall deduct monthly an amount equal to the then current health insurance premium until the funds are exhausted.

Section 13.02: In the case of the death of an employee, that vacation which said employee has earned up to his anniversary date and holidays not taken, as in accordance with the existing agreement, shall be paid to his heirs.

## ARTICLE XIV - CLOTHING ALLOWANCE

Section 14.01: Each member covered by this Agreement shall receive four hundred fifty dollars (\$450.00) in 2013 uniform allowance, which shall be paid in two (2) equal installments on May 1<sup>st</sup> and November 1st of each year by check, except an employee who has been off of work due to an on-duty or off-duty injury or illness for 61 calendar days preceding either date shall not be entitled to the clothing allowance for that date; however, upon return to work they

shall receive the last two clothing allowance payments missed, if any. This amount will increase to five hundred dollars (\$500) effective January 1, 2014.

# **ARTICLE XV - HEALTH INSURANCE**

Section 15.01: Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees 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-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 years after 2016, 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 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.

If the City creates a Health Insurance Plan which is not generally available to non-represented, non-supervisory employees, and/or which is predominately limited to protective service employees, the applicable employee share of the Monthly Health Insurance Premium shall not be "as determined by the Common Council," as set forth above, but, rather, shall be subject to negotiation.

Section 15.02: For employees who retire on a regular pension (disability pensions, excluded), the City shall pay seventy-five percent (75%) of the cost towards the single plan premium or the family plan premium of the health plan the employee was in prior to retirement, and such payment shall remain frozen at that level throughout the period of such payment, under the following conditions (if an employee/retiree switches from a family to a single plan the City will continue to pay only 75% of the single plan premium that was in effect on the date of retirement. If the employee elects single coverage at or after retirement and subsequently switches to a family plan, the City will pay 75% of the family plan premium that was in effect on the date of retirement only if the family dependents were eligible for coverage on the date of retirement).

1	A. The employee/retiree must have at least fifteen (15) years of continuous service with
2	the City of Franklin. Employees hired after 8/1/2010 must have at least twenty (20)
3	years of continuous service with the City of Franklin.
4	B. The employee/retiree must be at least the statutory normal retirement age

- B. The employee/retiree must be at least the statutory normal retirement age.
- C. Participation in the City's health insurance program ceases at the earliest of the following:
  - 1. The employee/retiree is eligible for Medicare.
  - 2. The employee/retiree's death.

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Section 15.03: Any employee who retires from employment with the City under Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of jobs (not just law enforcement) and unable to work shall be eligible for continued enrollment in the City's conventional hospital and surgical insurance program. In this instance the City shall pay toward that health plan seventy-five percent (75%) of the cost towards the plan-type premium (ie. single, family, high-deductible, etc.) amount in effect on the date the employee retires and such payment toward the retiree's City health insurance coverage shall remain frozen at that fixed-dollar amount throughout the period of such payment so long as the employee is retired and enrolled in the plan and until the retired employee qualifies for Medicare, except as noted immediately hereafter. If said retiree switches from a higher-premium plan-type to a lesser-premium plantype, 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. Section 15.07, pertaining to comparable health benefits, applies to this Section.

Section 15.04: Any employee who retires from employment with the City under Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a range of jobs but is unable to work in law enforcement shall be eligible for continued enrollment in the City's conventional hospital and surgical insurance program for 10 years from the date of the end of the month of the last day worked. In this instance and subject to the maximum 10-year period, the City shall pay toward that health plan seventy-five percent (75%) of the cost towards the plantype premium (ie. single, family, high-deductible etc.) amount in effect on the date the employee retires and such payment toward the retiree's City health insurance coverage shall remain frozen

at that fixed-dollar amount throughout the period of such payment so long as the employee is retired and enrolled in the plan or until the retired employee qualifies for Medicare, except as noted immediately hereafter. If said retiree switches from a higher-premium plan-type to a lesserpremium 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

8 retirement only if the added dependents were eligible for coverage on the date of retirement.

9 Section 15.07, pertaining to comparable health benefits, applies to this Section, but such

application does not extend the 10-year maximum period. Additionally, an employee who is

within 4 years of 1) meeting the conditions necessary to retire on a regular pension (which

currently under WRS is 54 or 53 with 25 years of service) and 2) qualifying for coverage under

15.02, when considering those extra 4 years as part of their continuous service) may extend the

10-year period to the date when the employee/retiree is eligible for Medicare or the employee's

death, whatever comes first.

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Section 15.05: In the event a retiree selects or reverts to plan-type during an eligible continuation period as set forth in and allowable per Sections 15.02 through 15.04 and that premium-type did not exist on the premium share calculation date stated in those Sections, the applicable premium-type rate shall be calculated based upon a percentage of the family plan using the then current year's premium rates.

Section 15.06: In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in this program ceases, the spouse may remain in the same City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15<sup>th</sup> of the month prior to the month the premium is due, or the spouse may be dropped from the City's insurance program.

Section 15.07: If the employee/retiree obtains other employment in which comparable health benefits are available at a cost to the employee/retiree which does not exceed the employee/retiree's cost under this City program, the employee/retiree must participate in the other plan, provided that the employee/retiree may again participate in the City program when no longer eligible for the other coverage, if otherwise eligible under Paragraph (C) and if the City's insurance carrier agrees to permit such participation. As an alternative to participating in the

ı	other plan, the employee/retiree has the option of remaining in the City plan, but only under a	
2	single contract covering the employee/retiree.	
3	Section 15.08: The employee/retiree must pay the balance of the full monthly premium to	
4	the City Treasurer by the 15th of the month prior to the month the premium is due, or the	
5	employee/retiree may be dropped from the City's insurance program.	
6	Section 15.09: In the event an employee is killed in the line of duty, the employee's	
7	spouse and dependents may remain in the City health insurance program, and the City will pay	
8	seventy-five (75%) of the full cost of the premium for a period of one (1) year. At the	
9	conclusion of the one (1) year period, the employee's spouse and dependents may remain in the	
10	City health insurance program at their own expense subject to the provisions of Section 15.05.	
11	Section 15.10 - Dental Insurance: Dental insurance shall be made available by the City.	
12	The City shall pay 100% of the single premium. Employees shall pay the difference between the	
13	single and family premium if the family plan is selected.	
14	Section 15.11: The parties acknowledge that by operation of Wisconsin Statute Section	
15	§111.70(4)(mc)(6) the design and selection of the health care coverage plan is a prohibited	
16	subject of bargaining. In the event that this statutory language is amended, repealed, interpreted	
17	or otherwise declared invalid such that the issues addressed in Article XV - Heath Insurance or	
18	Appendix "A" and "B" to the 2011-2012 contract, in whole or in part, are no longer considered	
19	prohibited subjects of bargaining, the parties agree to open the contract and discuss mutually	
20	agreeable language relative to health care coverage and plan issues that become mandatory	
21	subjects of bargaining based upon said declaration.	
22		
23	ARTICLE XVI - LIFE INSURANCE	
24	Section 16.01: The City shall pay the full premium of the Life Insurance Plan currently in	
25	effect for each member and shall retain the right to designate the insurance carrier.	
26		
27	ARTICLE XVII - WISCONSIN RETIREMENT FUND	
28	Section 17,01:	
29	A. New Hires: Effective January 1, 2013, those employees hired on or after July 1,	
30	2011 will pay a percentage of each payment of earnings equal to the full amount of	
31	the employee's share of the WRS payment as approved by the Department of	

Employee Trust Funds from time to time, consistent with the amount paid by
"General Employees."

B. Existing Employees: Effective on the first full pay period following ratification by both parties, employees hired prior to July 1, 2011 shall pay that portion of the employee's contributions which shall be three percent (3.0%) of the employee's wages, by payroll deduction. Effective on the first full pay period following January 1, 2014, employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with "General Employees." (For 2014 and subsequent years, the change to the WRS contribution commences with the pay period and applies to the paycheck covering the pay period beginning closest to, but on or after, January 1<sup>st</sup> of that year. The intent of the language is such that the application of the change in WRS contribution rates occurs in the same paycheck as the application of the listed wage increase.) [Note: For a year where the ETF reduces the applicable statutory Employee Share, the City will apply the new rate to the first check issued in that calendar year as well, if so required by the statute.]

# **ARTICLE XVIII - WORKER'S COMPENSATION**

Section 18.01: Full time employees who are off work and who are eligible for and receiving Worker's Compensation payments for temporary-partial or temporary-total disability as the result of duty related illness or injury shall be granted leave of absence for a period not to exceed one (1) year in aggregate for any one (1) injury or illness.

<u>Section 18.02</u>: All full time regular employees shall receive pay from the City less the amount of Workers Compensation paid the employee.

Section 18.03: In no event will such supplemental pay and Worker's Compensation benefit, in aggregate, exceed the employee's normal net "take home" pay.

Section 18.04: WRS rules provide for a suspension of applying employee-required contributions while receiving temporary disability compensation but also provides for the employer to make a full recovery (reimbursement) of all suspended payments following a return to work. Therefore, in order to comply with 18.02 and 18.03 and to avoid a reduction in normal net "take home" pay following return to work after receiving temporary Workers Compensation

disability payments, the employees authorize a voluntary payroll deduction equal to the equivalent amount of WRS payments that would otherwise be due when maintaining the employee's normal net "take home" pay. The City will then offset this voluntary deduction against allowable additional employee-required contributions that may be recovered from the employee's earnings after the employee returns to work. The aggregate or net impact over the period while receiving temporary Workers Compensation disability payments and after the employee returns to work is to maintain the employee's normal net "take home" pay.

## **ARTICLE XIX - FUNERAL LEAVE**

Section 19.01: Upon application, a leave of absence of three (3) days with full pay shall be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law or mother-in-law. One (1) day with full pay shall be allowed in the event of the death of the member's brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent. One (1) day with full pay shall be granted in the event of the death of the member's aunt or uncle.

Section 19.02: When a funeral leave of absence for death shall occur during a member's regular vacation period, said vacation shall be considered as part or all of the leave granted.

Section 19.03: All applications for funeral leave shall be in writing and shall be submitted to the Police Chief at the time of request for such leave. The funeral leave is not to be deducted from sick leave.

## **ARTICLE XX - MILITARY LEAVE**

Section 20.01: Each member of the Association who is required to take a period of training with an organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, and the National Guard, and who is ordered to active duty shall be granted a leave of absence for a period not in excess of two (2) weeks annually upon submission to the Police Chief of evidence of receipt of authentic orders.

Section 20.02: Any member of the Association who has completed one (1) year of continuous service with the City shall be compensated for the difference between their base service pay and their base departmental compensation for a period equivalent to the approved military leave, but not to exceed two (2) weeks per year, if the base service compensation is less than the base City compensation.

1		
2	ARTICLE XXI - COLLEGE EDUCATIONAL INCENTIVE PROGRAM	
3	The College Educational Incentive Program was converted to base wages effective in	
4	2016.	
5		
6	ARTICLE XXII - SENIORITY	
7	Section 22.01: Seniority is defined as the length of time that an employee has been	
8	continuously employed as a full time employee by the City in a position included in this	
9	bargaining unit.	
10	Section 22.02: New employees shall not attain any seniority rights until they have	
11	completed their probationary period. The probationary period for new employees shall be one	
12	(1) year, provided however, that this period may be extended for a particular employee by	
13	mutual agreement in writing between the employer and the Association. During such	
14	probationary period, the probationary employee may be disciplined or discharged at the sole	
15	discretion of the Employer without recourse to the grievance procedure under Section 62.13 (5),	
16	Wisconsin Statutes. Upon completion of the above probationary period, an employee will be	
17	granted seniority rights from the original date of hire.	
18	Section 22.03: A seniority roster will be posted and brought up to date each January.	
19	Section 22.04: Employees shall lose their seniority for any of the following reasons:	
20	A. Discharge.	
21	B. Resignation. (Any employee absent for 3 consecutively scheduled workdays without	
22	notifying the Employer of the reason for absence may be considered as having	
23	resigned, except where the employee has a legitimate reason for not notifying the	
24	Employer.)	
25	C. Retirement.	
26	D. Unexcused failure to return to work after the expiration of a leave of absence or	
27	period for which Worker's Compensation was paid.	
28	E. Failure to give notice of intent to report to work within five (5) working days after	
29	having been recalled from layoff by certified mail sent to last address furnished by	
30	employee to the City; or failure thereafter to return to work within two (2) weeks after	
31	such notice of intent.	

1	F. Accepts other employment while on a leave of absence, unless given written	
2	permission to do so from the Personnel Committee.	
3	G. On layoff for twenty-four (24) continuous calendar months or length of	
4	seniority, whichever is less.	
5	Section 22.05: Assignments to fill Patrol Officer vacancies on a shift shall be made on the	
6	basis of seniority. The officer with the greatest seniority shall be given the first preference; the	
7	officer with the next greatest seniority shall be given second preference, and so on until the	
8	vacancy is filled. However, new officers may be temporarily assigned to a shift for up to a	
9	period of one (1) year after their employment with the City.	
10	Section 22.06: Assignments to fill vacancies on a shift for Detectives shall be made on	
11	the basis of seniority in rank, provided that the assignment of the most senior officer shall not	
12	impede or interfere with the operation of the department. The officer with the greatest seniority	
13	in rank shall be given the first preference; the officer with the next greatest seniority shall be	
14	given second preference, and so on until the vacancy is filled. This article shall not apply to	
15	assignments to fill temporary vacancies or to promotions.	
16	Section 22.07: Layoffs shall be pursuant to 62.13(5m).	
17	Section 22.08 - Residency: Employees now covered by a residency requirement shall	
18	reside within an area identified on the map in Attachment "A" (which extends no less than 15	
19	miles from the City limits in each direction, as required by law).	
20	ARTICLE XXIII - TRADES	
21	Section 23.01: A trade of duty time may be made by any Association member with the	
22	approval of the officer in charge or the Chief. Such approval shall not be unreasonably withheld.	
23	However, a trade of duty time shall not interfere with the operations of the Department, and the	
24	City shall not incur any overtime liability because of such trades. Association members	
25	recognize that repayment of trades is an obligation between the members, and it shall be the	
26	responsibility of the individuals involved in the trade to see that they fulfill such obligation.	
27		
28	ARTICLE XXIV - NO STRIKE	
29	Section 24.01: The Association agrees that for the duration of this Agreement	
30	representatives or employees will not authorize, assist, support or engage in any strike, work	
31	stoppage, slowdown, interruption of work or interference with operations of the Employer. In	
32	the event of any strike, work stoppage, slowdown, or interruption or impeding of work, the	

1	Association shall immediately give public notice to the employees involved that they are in	
2	violation of this Agreement and should end such strike, work stoppage, slowdown or interruption	
3	or impeding of work.	
4		
5	ARTICLE XXV - JURY DUTY	
6	Section 25.01: Each employee shall be granted time-off with pay for reporting for jury	
7	duty or jury service. Compensation received for such duty or service (exclusive of travel pay,	
8	expenses, or pay for jury duty on off-duty days) shall be immediately paid over to the City	
9	Treasurer. If a day shift employee is released from jury duty early enough during his scheduled	
10	shift, so that it is possible to report for work, he shall be required to do so.	
11		
12	ARTICLE XXVI - VOLUNTARY BENEFITS	
13	Section 26.01: Employees shall have the option of purchasing short-term disability	
14	insurance, personal accident insurance, personal hospital intensive care insurance, and/or cancer	
15	protection insurance from AFLAC. Employee participation in this 100% employee paid benefit	
16	requires that premiums be paid through payroll deduction.	
17	Section 26.02: Employees have the option of purchasing auto and home insurance from	
18	Liberty Mutual under their Group Savings Plan.	
19		
20	ARTICLE XXVII – LONG-TERM DISABILITY	
21	Section 27.01: Employees covered by this Agreement shall have the opportunity to	
22	participate in a Long-Term Disability Insurance Plan. Participation in such plan shall be	
23	voluntary. Those employees who wish to participate in the Long-Term Disability Insurance Plan	
24	shall do so at their own expense.	
25		
26	ARTICLE XXVIII - CONDITIONS OF AGREEMENT	
27	Section 28.01: Whenever the term "employee" is used in this Agreement, it shall refer to	
28	a full-time employee unless specifically provided otherwise. Whenever the term "'service" or	
29	"employment" is used in this Agreement, it shall refer to full-time service or employment unless	
30	specifically provided otherwise.	
31	Section 28.02: All references to employees in the male or female gender shall be	
32	interchangeable where applicable.	

ı	
2	<b>ARTICLE XXIX - DURATION AND NEGOTIATIONS</b>
3	Section 29.01: This agreement shall become effective retroactive to January 1, 2016,
4	following ratification by both parties and shall continue in full force and effect until December
5	31, 2018. The terms and conditions of this Agreement shall continue to apply until superseded
6	by another Agreement except as otherwise provided for by law.
7	Section 29.02: The terms of this Agreement shall not be changed or altered by any
8	subsequent Ordinance, Resolution, Executive Order, or Legislative or Executive Act of any kind
9	during the duration of this Agreement unless both parties to this Agreement agree to such change
10	or alteration. Any changes in the rules and regulations of the department or any work rules shall
11	be subject to the provisions of Article II, Section 2.01.
12	Section 29.03: If any part or parts of this Agreement are invalid, it shall not invalidate the
13	entire Agreement.
14	Section 29.04: On or about July 1, 2018, the Association or the City shall notify the other
15	party of their intent to negotiate a Successor Agreement.
16	Section 29.05: Either party may select for itself a negotiator or negotiators for the
17	purposes of carrying on conferences and negotiations under the provision of the applicable
18	Wisconsin Statutes.
19	
20	ARTICLE XXX - AMERICAN DISABILITIES ACT (ADA)
21	Section 30.01: The City and Association agree to comply with the American With
22	Disabilities Act. In the event the employer finds it necessary to accommodate the disability of an
23	applicant or employee, the employer may modify job responsibilities, assignments and schedules
24	as necessary to effectuate such accommodation.
25	
26	
27	
28	
29	
30	
31	
32	

Dated this 215th day of 51/y	_, 2016.
,	
CITY OF FRANKLIN	WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION FRANKLIN POLICE OFFICER ASSOCIATION LOCAL #280
Sign Doen	But Hart
Steve Olson, Mayor	Brent Hart, WPPA Business Agent
Mark M Bulledy	9 de 1 4 82
Mark W. Luberda, Director of Administration	Jeremy Padness
Sanara L. Wesolowski	fein Lein #81
Sandra L. Wesolowski, Director of Clerk Services	Kevin Liemann
	Steve Olson, Mayor  Mark W. Luberda, Director of Administration  Andre Wasalowsk.

Letter of Understanding Between City of Franklin and the Franklin Professional Police Officer's Association Regarding Flexing of Normal Duty Hours of Patrol Officers Incorporated as an Attachment to the 2016-2018 Contract Settlement In an attempt to meet the needs of the Department regarding working outside of the normal duty hours for employees, the Association and Administration agree to the below listed language on a one time trial period commencing upon ratification of the agreement by both parties and expiring on December 31, 2018. At that time, this side letter will sunset and there is no dynamic status quo attached to it. During October 2018, the Association and Administration shall meet and discuss this side letter and decide if the parties agree to continue the language. Should one party not agree, the sunset provision listed above will be enforced. If both parties agree, the language shall be incorporated into the successor agreement. Any flexing (which by definition does not include periods ordered into duty) for a Patrol Officer of normal duty hours shall be on a mutually agreed-upon basis between the employee and the Chief of Police or his/her designee. The flexing of normal duty hours includes the following: changing shifts or changing the starting and ending times of a shift. Employees are limited to 3 employee requested-and-approved instances (which an instance may include multiple days if so approved by the Chief or his designee) of changing shifts or changing the start times/ending times of shifts on a calendar-year basis. The Chief, or his designee, shall have sole discretion in approving such flexing of hours and such decisions shall not create, and may not be alleged to have created, a past practice. The officer who is working a Monday through Friday primary duty assignment is excluded from application of this Letter of Understanding. 

When flexible hours are used, the first eight (8) hours worked shall be deemed the employee's scheduled duty hours. To reconcile hours worked between the modified work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2, 5-3 shift, Officer(s) will be given 3.0 hours of straight-time compensation time per pay period, which time may be cashed-in at the discretion of the individual or used with the permission of the appropriate supervisor. As an individual moves into or out of this duty assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave balances.

6. Officers on this assignment would still pick his/her vacation and off days consistent with current seniority practices.

### 7. Miscellaneous:

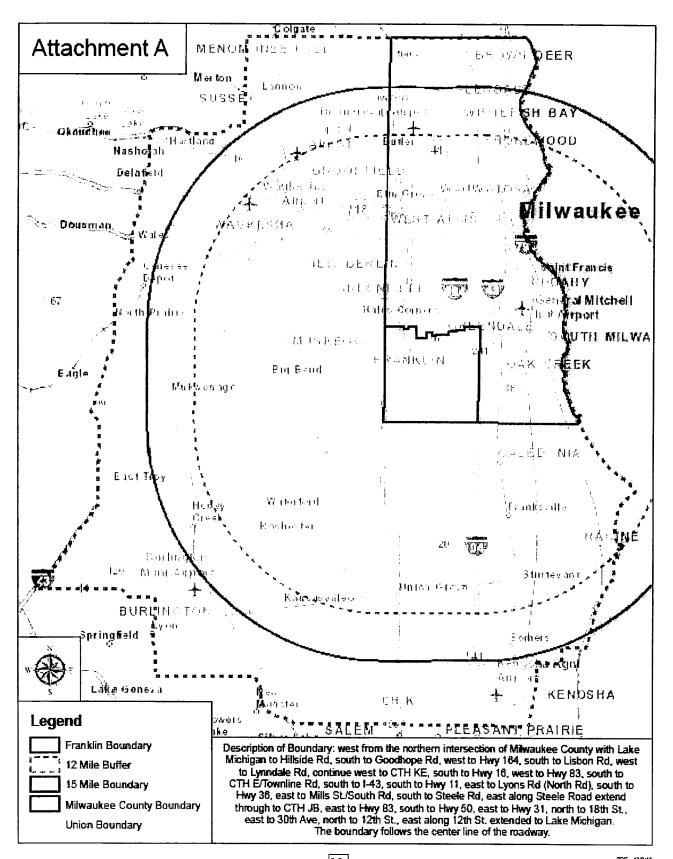
 A. The assigned Officer remains a Patrol Officer and will maintain his/her department seniority.

 B. The Officer is paid as a Patrol Officer with no additional or supplemental pay consistent with all other special duty assignments.C. The Monday through Friday position will be considered a temporary shift

assignment.

D. A Patrol Officer does not have a property right to a duty assignment.

 E. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not require adjustment between 8.0 and 8.25 hours.



#### **Mark Luberda**

From:

Mark Luberda

Sent:

Thursday, September 19, 2019 3:28 PM

To:

John Dillon

Subject:

RE: 2019 Negotiations - Tentative Agreements - 09-18-19

Correct we did.

From: John Dillon <dillon@wppa.com>

**Sent:** Thursday, September 19, 2019 11:35 AM **To:** Mark Luberda < MLuberda@franklinwi.gov>

Cc: Dana Zahn <DZahn@franklinwi.gov>; Jesse Hintz <JHintz@franklinwi.gov>; Jim Schumitsch

<jschumitsch@wppa.com>

Subject: RE: 2019 Negotiations - Tentative Agreements - 09-18-19

Mark,

I've reviewed the items on your list and agree these were the points we agreed upon. My only question is in #9, the City did agree to add "grandchild" to our provision in the funeral leave article.

At least that's what I have in my noted from September 5th, around 10:15 AM.

#### THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION

John Dillon Business Agent S46W25772 Lawnsdale Road Waukesha, WI 53149



Office: 262.875.6457 Cell: 414.303.5654 <u>www.wppa.com</u>

From: Mark Luberda < <a href="MLuberda@franklinwi.gov">MLuberda@franklinwi.gov</a> > Sent: Thursday, September 19, 2019 10:35 AM

**To:** John Dillon <<u>dillon@wppa.com</u>> **Cc:** Dana Zahn <<u>DZahn@franklinwi.gov</u>>

Subject: RE: 2019 Negotiations - Tentative Agreements - 09-18-19

John,

Thanks for taking the time to assemble the Tentative Agreements. Subject to your agreement with the following statements, the Tentative Agreement is acceptable.

- 1. The reference in the TA to the effective date of the wages increases isn't intended to replace the existing language at lines 7 and 8 of page 6 of the current contract. The actual wording is "Wage increases will be effective on the start of the pay period closest to, but on or after, the date listed above." So, when we create the document we will use March 31, 2019, in place of the April 1, 2019. Similarly, the remaining text of the Article remains as is.
- 2. Your description for Article 15 Health Insurance only makes reference to "as shown in attached document" in item 1 and not in item 2. You agree that the specific changes to the article are as shown on the hand-out I previously provided titled "Health Insurance Proposed."
- 3. Just to clarify, the second paragraph (lines 20-21) of the current Section 13.01 (Severance) will be struck, and we still need to draft and agree to the wording of the Memorandum of Understanding referred to in the TA.
- 4. The Article 8-Overtime that says "Amend language as follows" will be implemented by creating a new subsection "E" to the existing Section 8.01.
- 5. The amendment to the Detective On-Call wording when inserted into the final contract document does not impact or remove the portion of the existing sentence that says "and can only be taken as pay."
- 6. We may want to mutually agree to treat the formatting of Article 17 as a technical correction in the final document. The remaining language may look odd with two short sentences and two parentheticals. So, we might decide to make them separate Sections or A,B,C, etc. Also a period needs to be added to the end of the new sentence you have in bold.
- 7. On the side letter related to "Flexing of Normal Duty Hours," this is done as per the specific wording/document previously distributed and discussed (because, for example, it isn't removing the last two sentences of the 1<sup>st</sup> paragraph, but is the second half of the first sentence and the second sentence.)
- 8. Article 16- Life Insurance, we both understood that we are exploring that for 2020 (the second year of the contract) and can't do anything with it for the remainder of the current year. Also, in the event you are asked, the wording I had indicated was as follows: "If the provider selected by the City provides a supplemental life insurance program, without it adding to the City's costs, the City will take the administrative steps to extend the program to employees at their costs."
- 9. The funeral leave wording was "In the event the Common Council amends the Funeral/Bereavement Leave policy for general non-represented employees (other than just adding grandchild), the Union may review that language and elect, in writing, to replace the current Funeral Leave language herein, in its entirety, with the language in the general non-represented employee policy in its entirety and as adopted by the Common Council."

A copy of response email from you will serve as our documentation of agreement on these clarifications as to the intent of the TA.

Good Luck tonight.

Mark Luberda
Director of Administration

From: John Dillon <a href="mailto:com/dillon@wppa.com/">dillon@wppa.com/</a>

Sent: Wednesday, September 18, 2019 4:42 PM To: Mark Luberda < MLuberda@franklinwi.gov>

Cc: Dana Zahn <<u>DZahn@franklinwi.gov</u>>; Jesse Hintz <<u>JHintz@franklinwi.gov</u>>; David Crissey <crisseydr24@gmail.com>;

Gary Wallace JR <garywallacejr@yahoo.com>; Jesse Hintz cresidentfrpd280@gmail.com>; Joe Demotto

<jpdbro@yahoo.com>; Jon Czerwinski (jczer45@wi.rr.com) <jczer45@wi.rr.com>; Kevin Mullikin

<a href="mailto:kmullikin22@gmail.com">kmullikin22@gmail.com</a>; Shawn Harrison

<scharrison47@yahoo.com>; Tim Patterson (tmlaufen@yahoo.com) <tmlaufen@yahoo.com>

Subject: 2019 Negotiations - Tentative Agreements - 09-18-19

Mark,

## As we discussed;

- 1. Added the exact language for the Dues Deduction Language the Association offered and the City accepted.
- 2. Incorporated the language agreed upon in the Overtime Article removing outdated language.
- 3. Added the line removed discussing the accumulation for Mullikin and Heder which is outdated.
- 4. Added the words "the option" when discussion the severance payout, discussing an option to deposit into a Roth IRA.

Once you finalize your review let me know if there are any other changes.

Thank you,

John Dillon WPPA/LEER



APPROVAL	REQUEST FOR	MEETING DATE
Slw	COUNCIL ACTION	10-01-19
REPORTS & RECOMMENDATIONS	Committee of the Whole Recommendations	ITEM NUMBER  G./O.

Recommendation from the Committee of the Whole Meeting of September 30, 2019: Review of Mayor's Recommended 2020 Budget (Including all Funds, Departments, Revenues, Expenditures and Activities).

COUNCIL ACTION REQUESTED

As directed



APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE October 1, 2019
REPORTS AND RECOMMENDATIONS	Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located 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) Project Development; Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.; Acknowledgement of Development Agreement by Strauss Investments, LLC; Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds	ITEM NUMBER  G.//.
	in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	

# COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development Dept.: CB; Finance Dept.: Paul; Legal Services Dept.: jw



APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER H.1.

Attached are vouchers dated September 13, 2019 through October 1, 2019 Nos. 175415 through Nos. 175583 in the amount of \$ 1,795,267.32. Included in this listing are EFT's Nos. 4108 through Nos. 4116 Library vouchers totaling \$ 12,007.84, Property Tax Refunds totaling \$ 490.64 and Water Utility vouchers totaling \$ 32,418.72. Voided checks in the amount of \$ (1,040.64) are separately listed.

Vouchers approved at the Council meeting dated September 17, 2019 that are included in this distribution.

Badger Coaches	Senior Bus Trip	\$ 1,940.00 \$ 8,891.85	
Lakeside Engineering	68 <sup>th</sup> -Loomis-Puetz Design		
R&R Insurance	Workers Comp Insurance	\$ 35,469.00	
R&R Insurance	LWMMI Insurance	\$ 22,217.00	
Ruekert & Mielke	RCI Odor Reduction Study	\$ 9,596.35	
TOTAL		\$78,114.20	

Early release disbursements dated September 13, 2019 through September 30, 2019 in the amount of \$818,025.09 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 September 27, 2019 is \$401,165.68 previously estimated at \$400,000.00. Payroll deductions dated September 27, 2019 are \$500,619.67 previously estimated at \$473,000.00.

The estimated payroll for October 11, 2019 is \$ 390,000.00 with estimated deductions and matching payments of \$ 213,000.00.

Attached is a list of property tax payments and refunds Check Nos. 17903 through Check Nos. 17904 dated September 13, 2019 through September 26, 2019 in the amount of \$ 1,128.33. These payments have been released as authorized under Resolution 2013-6920.

Approval to release payment #18 to Knight Barry in the amount of \$ 2,095,252.72 and \$493,200.00 to Selzer-Ornst Construction Company for City Hall work.

Approval to release payment to Primadata for utility billing postage in the amount of \$4,500.00.

COUNCIL ACTION REQUESTED
Motion approving the following:
• City vouchers with an ending date of October 1, 2019 in the amount of \$ 1,795,267.32 and
<ul> <li>Payroll dated September 27, 2019 in the amount of \$ 401,165.68 and payments of the various payroll deductions in the amount of \$ 500,619.67 plus City matching payments and</li> </ul>
<ul> <li>Estimated payroll dated October 11, 2019 in the amount of \$ 390,000.00 and payments of the various payroll deductions in the amount of \$ 213,000.00, plus City matching payments and</li> </ul>
<ul> <li>Property Tax payments with an ending date of September 26, 2019 in the amount of \$ 1,128.33 and</li> </ul>
<ul> <li>The release of payment to Knight Barry in the amount of \$ 2,095,252.72 and \$493,200.00 to Selzer-Ornst Construction Company, LLC.</li> </ul>
The release of payment to Primadata in the amount of \$ 4,500.00.
ROLL CALL VOTE NEEDED

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.1.

See attached listing from meeting of October 1, 2019.

COUNCIL ACTION REQUESTED



414-425-7500

## License Committee Agenda\* Aldermen's Room

# October 1, 2019 – 5:55 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator	Davis, Angelica M			
2019-2020 New	826 Blake Ave			
6:00 p.m.	South Milwaukee, WI 53172			
	Hideaway Pub & Eatery			
Operator	Promo, Heather			
2019-2020 New	256 N Moreland Blvd			
6:05 p.m.	Waukesha, WI 53188			
	Hideaway Pub & Eatery			
Operator 2019-2020	Doepke, Jayson L			
2019-2020 New	2126 W Forest Home Ave			
11011	Milwaukee, WI 53215			
	Walgreens #15020			
Operator	Kais, Kevin K			
2019-2020 New	3201 Pleasant View Circle			
11011	Caledonia, WI 53402			
	Walgreens #05884			
Operator	Peric, Ivana			
2019-2020 New	9257 S 57 <sup>th</sup> St			
11017	Franklin, WI 53132			
	Walgreens #05884			
Day Care	Kinder Care Education, LLC			
2019-2020	Falk Park KinderCare			
	7363 S 27 <sup>th</sup> St			
	Katelyn Rekowski, Manager			
Extraordinary	Arthritis Foundation Jingle Bell Run		,	
Entertainment & Special Event	Person in Charge: Leah Delaney			
Evelic	Location: Franklin High School, 8222 S 51 St; Drexel/Puetz			
	(6400-5100 Blk) and Oak Leaf Trail			
	Date of Event: November 16, 2019.			
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3.				
) <u>.</u>	Adjournment			
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<sup>\*</sup>Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.