

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY, FEBRUARY 4, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
  - 1. Citizen Comment Period.
  - 2. Mayoral Announcements: Proclamation to Designate May 2, 2020 as Arbor Day in the City of Franklin.
- C. Approval of Minutes - Regular Common Council Meeting of January 21, 2020.
- D. Hearings - A proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use (Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant, (Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners). The property which is the subject of this application currently bears Tax Key No. 948-9998-001.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Property Located at 5207 West Oakwood Road From Recreational Use and Areas of Natural Resource Features Use to Institutional Use (Approximately 2.40 Acres) (Daniel S. Duchniak, General Manager of Waukesha Water Utility, Applicant, (Judith E. Gyuro and Evelyn A. Farchione (Deceased), Property Owners).
  - 2. A Resolution Conditionally Approving a 4 Lot Certified Survey Map, Being a Division of the North 1/2 of the Northwest 1/4 Of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Daniel S. Duchniak, General Manager of Waukesha Water Utility, Applicants Judith E. Gyuro and Evelyn A. Farchione (Deceased), Property Owners) (5207 West Oakwood Road).
  - 3. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone Lot 1 of Certified Survey Map No. \_\_\_\_ from R-2 Estate Single-Family Residence District and FW Floodway District to I-1 Institutional District (Located at 5207 West Oakwood Road), (Approximately 2.40 Acres) (Daniel S. Duchniak, General Manager of Waukesha Water Utility, Applicant, Judith E. Gyuro and Evelyn A. Farchione (Deceased), Property Owners).
  - 4. Update from Director of Clerk Services on Use of Badger Books at the February 18, 2020 Spring Primary in Aldermanic District 4, Aldermanic District 5 and Central Count Absentee Processing.
  - 5. Project Updates for Ballpark Commons.
  - 6. Purchase of Squad Cars for the Police Department.
  - 7. Purchase of Capital Items for the Police Department.

## Common Council Meeting Agenda

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8. Request for a Monday-Friday Primary Records Clerk/Emergency Dispatcher Position.
9. Request for Approval to Allow the Fire Chief to Offer Enhanced Vacation and Sick Leave Allowances Pertaining to a Conditional Offer of Employment for the Position of Assistant Chief.
10. Authorization to Purchase HP ProLiant Memory for Four VMWare Host Servers.
11. Review of the Professional Services Agreement Between the City of Franklin and Stantec Consulting Services Inc. for Quarry Monitoring Services for 2020.
12. Consider Approval of 2020 Contracts for Planning Department Professional Services Including but not Limited to Development and Plan Review Services, Site Plans, Landscaping Plans, Lighting Plans, Architectural Plans, Certified Survey Maps, and Other Such Plans that are Part of or Related to Applications Submitted to the City of Franklin Planning Department.
13. A Resolution Authorizing the Acceptance of Temporary Rights of Access from Property Owners for the Purpose of Commencing Construction of West Hickory Street and Associated Utilities as Part of Tax Incremental District No. 4.
14. Revisions to the Job Descriptions for Sanitarian, Drug-Free Community Coalition Coordinator and Planning Manager.
15. Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation.

### H. Bills.

Request for Approval of Vouchers and Payroll.

### I. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of February 4, 2020.

### J. Adjournment.

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

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

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

### REMINDERS:

February 6	Plan Commission Meeting	7:00 p.m.
February 17	Common Council Meeting	6:30 p.m.
February 18	Spring Primary	7:00 p.m.-8:00 p.m.
February 20	Plan Commission Meeting	7:00 p.m.
March 3	Common Council Meeting	6:30 p.m.
March 5	Plan Commission Meeting	7:00 p.m.
March 17	Common Council Meeting	6:30 p.m.
March 19	Plan Commission Meeting	7:00 p.m.

B.2.

# City of Franklin Proclamation

## PROCLAMATION

### **TO DESIGNATE MAY 2<sup>nd</sup>, 2020 AS ARBOR DAY IN THE CITY OF FRANKLIN**

**WHEREAS**, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, the holiday now known as Arbor Day is celebrated worldwide; and

**WHEREAS**, the City of Franklin Environmental Commission, and the people of Franklin, Wisconsin have observed Arbor Day since 1999; and

**WHEREAS**, trees reduce erosion, purify our air and water and provide habitat for wild life, provide a source of spiritual renewal; and

**WHEREAS**, trees increase our property values, enhance our economic vitality, and beautify our community.

**NOW, THEREFORE, I, STEPHEN R. OLSON**, Mayor of the City of Franklin, Wisconsin proclaim:

### **MAY 2<sup>nd</sup>, 2020 AS ARBOR DAY IN THE CITY OF FRANKLIN**

and urge all citizens of the City of Franklin to protect our trees and woodlands and to gladden their hearts by planting trees.

Dated: \_\_\_\_\_

Signed:

\_\_\_\_\_  
Stephen R. Olson, Mayor

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
JANUARY 21, 2020  
MINUTES

ROLL CALL	A.	The regular meeting of the Common Council was held on January 21, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Mike Barber and Alderman John R. Nelson. Excused was Alderman Steve F. Taylor. Also present were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
CITIZEN COMMENT	B.	Citizen comment period was opened at 6:31 p.m. and closed at 6:31 p.m.
MINUTES JANUARY 7, 2020	C.	Alderman Dandrea moved to approve the minutes of the regular Common Council meeting of January 7, 2020 as presented at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.
CONSENT AGENDA	G.1.	<p>Alderwoman Wilhelm requested to remove Item G.1.(d) from the consent agenda.</p> <p>Alderman Mayer moved to approve the following consent agenda items:</p>
POWERLOAD COT FOR FIRE DEPT.	G.1.(a)	Approve Fire Department authorization to purchase and install a Stryker PowerLoad Cot System upgrade for Med 113, at a cost not to exceed the approved 2020 Capital Outlay request of \$26,850.
SIDEWALK SNOW VEHICLE	G.1.(b)	Authorize the Operations Supervisor to execute a quotation and purchase order with Waldschmidt's Town & Country for a Ventrac Sidewalk Snow Vehicle 2100CC Sidewalk Snow Vehicle with attachments for \$29,622.99 and to authorize release of the check.
RES. 2020-7579 SURVEY EQUIPMENT	G.1.(c)	Adopt Resolution No. 2020-7579, A RESOLUTION TO AUTHORIZE STAFF TO PURCHASE SURVEY EQUIPMENT FROM SEILER GEOSPATIAL DIVISION FOR \$6,088.72.
2/18/2020 AND 4/07/2020 COUNCIL MEETINGS	G.1.(e)	Reschedule Common Council Meeting of February 18, 2020 to February 17, 2020 and April 7, 2020 to April 6, 2020 due to Spring Elections.
POLICE DEPT. DONATION	G.1.(f)	Accept the donation of \$3,000 from Daniel and Sandra Hay for deposit into the Police Donation Account.

- |   |         |   |
|---|---------|---|
| POLICE, FIRE & PARKS<br>DONATIONS   | G.1.(g) | Acknowledge and accept donations received during October, November and December 2019 to the Police, Fire and Parks as included on the Common Council Action Sheet.  |
| <p>Approval of the consent agenda was seconded by Alderman Nelson. All voted Aye; motion carried.</p> |         |   |
| DPW EQUIPMENT   | G.1.(d) | Alderman Barber moved to authorize staff to solicit bids for the replacement equipment now and the capital outlay funds when available. The Board of Public Works would review and approve when appropriate. Seconded by Alderman Mayer. All voted Aye; motion carried.   |
| BALLPARK COMMONS<br>UPDATE  | G.2.    | No action was taken on an update regarding Ballpark Commons provided by the Director of Economic Development, with a request by Alderman Nelson that the developer appear at the next Common Council meeting.   |
| REGISTERED<br>SANITARIAN TO FULL<br>TIME  | G.3.    | Alderman Barber moved to authorize the transition of the part-time Registered Sanitarian position to a full-time position beginning March 1, 2020. Seconded by Alderman Nelson. All voted Aye; motion carried.  |
| ORD. 2020-2411<br>CH. 169 UPDATE  | G.4.    | Alderman Barber moved to adopt Ordinance No. 2020-2411, AN ORDINANCE TO AMEND §169-1. OF THE MUNICIPAL CODE, "LICENSES REQUIRED" TO UPDATE THE HEALTH DEPARTMENT LICENSE CATEGORIES AND FEES AS REFERRED TO BY §138-28. OF THE MUNICIPAL CODE, "FEES". Seconded by Alderman Mayer. All voted, Aye; motion carried.  |
| FRANKLIN SENIOR<br>CITIZEN UPDATE   | G.5.    | Alderman Dandrea moved to receive and place on file the Franklin Senior Citizens, Inc. program update. Seconded by Alderman Nelson. All voted, Aye; motion carried.   |
| SENIOR TRAVEL 2019<br>YEAR END UPDATE   | G.6.    | Alderman Mayer moved to accept and file the Senior Travel Program 2019 year-end report and for the City to pay the full Senior Travel expenditures for 2019 totaling \$15,000, which includes the shortfall amount of \$1,550, from the "Recreation" Senior Citizen Travel account, and to send a letter indicating that such overages may not be covered in the future without prior approval. Seconded by Alderman Nelson. All voted Aye; motion carried. |

ORD. 2020-2412  
AMEND UDO  
SPECIAL USE B-2,  
B-3 & B-4

G.7. Alderman Mayer moved to adopt Ordinance No. 2020-2412, AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 7999 "AMUSEMENT AND RECREATION SERVICES, NOT ELSEWHERE CLASSIFIED", TO ALLOW FOR SUCH USE AS A SPECIAL USE IN THE B-2 GENERAL BUSINESS DISTRICT, B-3 COMMUNITY BUSINESS DISTRICT AND THE B-4 SOUTH 27TH STREET MIXED-USE COMMERCIAL DISTRICT, (LINDA B. SCHERRER, RYT200 (REGISTERED YOGA TEACHER AT THE 200 HOUR LEVEL), RMT (REIKI MASTER TEACHER), CERTIFIED ESSENTIAL OILS COACH (ANCIENT APOTHECARY & YOUNG LIVING OILS), OWNER OF INNER WISDOM & WELLNESS, LLC, APPLICANT, BETTY BUSS, PROPERTY OWNER. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2020-7580  
SPECIAL USE  
7127 S. 76TH ST.

G.8. Alderman Mayer moved to adopt Resolution No. 2020-7580, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A YOGA, REIKI AND ESSENTIAL OILS, MEDITATION AND MINDFULNESS INSTRUCTION STUDIO USE UPON PROPERTY LOCATED AT 7127 SOUTH 76TH STREET (FRANKLIN VILLAGE MULTI-TENANT BUILDING) (LINDA B. SCHERRER, RYT200 (REGISTERED YOGA TEACHER AT THE 200 HOUR LEVEL), RMT (REIKI MASTER TEACHER), CERTIFIED ESSENTIAL OILS COACH (ANCIENT APOTHECARY & YOUNG LIVING OILS), OWNER OF INNER WISDOM AND WELLNESS, LLC, APPLICANT, BETTY BUSS, PROPERTY OWNER). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7581  
SIGN FOR THE GLEN  
AT PARK CIRCLE  
CONDO DEV.

G.9. Alderman Nelson moved to adopt Resolution No. 2020-7581, A RESOLUTION AUTHORIZING THE INSTALLATION OF A MONUMENT SIGN WITHIN THE 30 FOOT LANDSCAPE PLANTING BUFFER PLAT RESTRICTION IN THE GLEN AT PARK CIRCLE CONDOMINIUM DEVELOPMENT. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7582  
SIGN FOR RYANWOOD  
MANOR

G.10. Alderman Nelson moved to adopt Resolution No. 2020-7582, A RESOLUTION AUTHORIZING THE INSTALLATION OF A MONUMENT SIGN WITHIN THE STORMWATER MANAGEMENT ACCESS EASEMENT PLAT RESTRICTION IN

THE RYANWOOD MANOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT. Seconded by Alderman Mayer. All voted Aye; motion carried.

ORD. 2020-2413  
AMEND UDO SPLIT  
OF NEW LOTS (CITY OF  
FRANKLIN,  
APPLICANT)

G.11. Alderman Nelson moved to adopt Ordinance No. 2020-2413, AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT ORDINANCE §15-3.0103.A.3. SPLIT ZONING OF NEWLY CREATED LOTS NOT ALLOWED, TO PROVIDE FOR AND EXCEPT CERTAIN MINOR LAND DIVISIONS INVOLVING AN ESTABLISHED RESIDENTIAL USE NOT CURRENTLY INTENDED FOR REDEVELOPMENT. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2020-2414  
AMEND UDO MINOR  
LAND DIVISIONS  
(CITY OF FRANKLIN,  
APPLICANT)

G.12. Alderman Nelson moved to adopt Ordinance No. 2020-2414, AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT ORDINANCE §15-3.0501.C. EXCLUSIONS (WHEN NATURAL RESOURCE PROTECTION AND SITE INTENSITY AND CAPACITY CALCULATIONS ARE NOT REQUIRED), TO PROVIDE FOR AND EXCLUDE CERTAIN MINOR LAND DIVISIONS INVOLVING AN ESTABLISHED RESIDENTIAL USE NOT CURRENTLY INTENDED FOR REDEVELOPMENT. Seconded by Alderman Dandrea. All voted Aye; motion carried.

IMPACT FEE AND 2019  
YEAR-END ACTIVITY  
REPORT

G.13. Alderman Nelson moved to accept and place on file the report from the Director of Administration on Impact Fee Administration and 2019 year-end activity. Seconded by Alderman Dandrea. All voted Aye; motion carried.

CAPITAL  
IMPROVEMENT PLAN/  
HVAC INSPECTION  
APPROVAL

G.14. Alderman Barber moved to authorize the staff to prepare any revisions to the proposal presented and to obtain a completed proposal for HVAC inspections with Industrial Roofing Services, Inc., and to return the same to the Common Council for approval, acknowledging that as much as \$32,000 to \$40,000 in the General Fund contingency appropriation would be required. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2020-7583  
S. 116TH ST. TRAIL IN  
WISDOT TAP

G.15. Alderman Nelson moved to adopt Resolution No. 2020-7583, A RESOLUTION OF SUPPORT FOR THE S. 116TH STREET TRAIL IN WISDOT 2020-2024 TRANSPORTATION ALTERNATIVES PROGRAM (TAP), and authorize Staff to submit. Seconded by Alderman Mayer. All voted Aye; motion carried.

S. 116TH ST. WETLAND  
DELINEATION AND  
DPW WORK

G.16. Alderman Nelson moved to authorize staff to proceed with efforts to delineate wetlands, make application to Wisconsin Department of Natural Resources, and if allowed, have Staff prepare and obtain



property owner waivers and authorize Department of Public Works to perform needed work on private property (8531 and 8635 S. 116th Street) for the purposes of attempting to alleviate flooding on S. 116th Street. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2020-7584  
RAWSON HOMES  
DRAINAGE  
IMPROVEMENTS &  
WATER MAIN RELAY

G.17. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7584, A RESOLUTION TO AUTHORIZE EXECUTION OF A FINAL CHANGE ORDER NO. 3 FOR RAWSON HOMES DRAINAGE IMPROVEMENT AND WATER MAIN RELAY IN THE AMOUNT OF -\$167,607.23. Seconded by Alderman Dandrea. All voted Aye; motion carried.

SOLICIT SURFACE  
PAVING BIDS FOR  
RAWSON HOMES  
NEIGHBORHOOD

G.18. Alderwoman Wilhelm moved to direct staff to solicit contractors per compliance with applicable Public Works bidding requirements for the surface paving of Rawson Homes Neighborhood. Seconded by Alderman Barber. All voted Aye; motion carried.

PLEASANT VIEW  
MASTERPLAN WITH  
GRAEF

G.19. Alderwoman Wilhelm moved to return to the Common Council meeting of February 17, 2020, a Resolution to Authorize Graef-USA Inc. to Create a Pleasant View Park Masterplan Update, with re-negotiated items in the previous Common Council motion and a change with the recommended neighborhood meeting date. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderwoman Wilhelm vacated her seat at 7:12 p.m.

RES 2020-7585  
SUBD. DEV.  
AGREEMENT WITH  
RYAN MEADOWS  
DEVELOPER

G.20. Alderman Nelson moved to adopt Resolution No. 2020-7585, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF RYAN MEADOWS, subject to amendments to the Agreement to more specifically provide for the costs of oversizing the water main public improvement and the terms of payment thereof, and also in addition to the reference in the title primarily of subdivision development for Ryan Meadows, that it also reference 'and for the Tax Incremental District No. 6 Development Agreement public improvements' which are also provided for within this Agreement, and that such changes be approved by the City Engineer, Director of Finance and Treasurer and City Attorney. Seconded by Alderman Dandrea. All voted Aye; motion carried.

CITY HALL HVAC,  
ROOF, FASCIA UPDATE  
AND COUNCIL  
CHAMBERS IMPR.

G.21. Alderman Barber moved to authorize the Director of Inspection Services to approve a change order with Selzer-Ornst for removal of paneling and repair of the walls in the Common Council Chambers for \$10,013; and to authorize Bob Tesch, the Operations Supervisor, to

approve a proposal with Stu's Flooring for replacing base board (cove base) in the City Hall common areas for \$1,599 and a proposal for floor maintenance and resurfacing for an amount not-to-exceed \$2,500. Seconded by Alderman Nelson. All voted Aye; motion carried.

ORD. 2020-  
PARKING  
RESTRICTIONS  
W. ROBINWOOD LN./  
S. MISSION DR.

G.22. Alderman Mayer moved to table at the call of the Alderman of the District, an Ordinance to Add to the Municipal Code Section 245-5.D.(4), Establishing Parking Restrictions on South Side of W. Robinwood Lane, 50 Feet East and 50 Feet West of Centerline of S. Mission Drive Right-of-Way. Seconded by Alderman Barber. All voted Aye; motion carried.

FINANCIAL REPORT  
ON TID 4 FOR 2019

G.23. Alderman Barber moved to accept and place on file the Director of Finance & Treasurer's report on Tax Increment District No. 4 for calendar year 2019. Seconded by Alderman Dandrea. All voted Aye; motion carried.

TID 4 ASSESSMENT  
FOR INFRASTRUCTURE  
IMPR.

G.24. Alderman Dandrea moved to direct staff to proceed on improvements for Tax Increment District No. 4 without consideration of assessments for any infrastructure improvements in TID 4 for benefited properties. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2020-7586  
AWARD STAAB  
CONSTRUCTION CORP.  
THE FRANKLIN CORP.  
PUMPING STATION  
WORK

G.25. Alderman Barber moved to adopt Resolution No. 2020-7586, A RESOLUTION TO AWARD THE BASE BID OF FRANKLIN CORPORATE PARK, WASTEWATER PUMPING STATION TO STAAB CONSTRUCTION CORP. IN THE AMOUNT OF \$867,000, contingent on purchase of all property and acquisition of all permits, and subject to any changes upon review by the Legal Services Department with regard to the property acquisition and obtaining of permits, with such changes to possibly be included in the Resolution. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7587  
AWARD SUPER  
EXCAVATORS  
S. HICKORY ST.  
UTILITY IMPR.

G.26. Alderman Nelson moved to adopt Resolution No. 2020-7587, A RESOLUTION TO AWARD THE BASE BID OF FRANKLIN CORPORATE PARK, S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS TO SUPER EXCAVATORS, INC. IN THE AMOUNT OF \$4,058,768, contingent on purchase of all property and acquisition of all permits, and subject to any changes upon review by the Legal Services Department with regard to the property acquisition and obtaining of permits, with such changes to possibly be included in the Resolution. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7588  
AUTHORIZE TASK  
ORDER NO. 7 FOR  
S. HICKORY ST.  
UTILITY IMPR.

G.27. Alderman Nelson moved to adopt Resolution No. 2020-7588, A RESOLUTION TO AUTHORIZE TASK ORDER NO. 7 TO RUEKERT & MIELKE'S CONTRACT FOR FRANKLIN CORPORATE PARK, PHASE 1 DATED NOVEMBER 4, 2014, FOR CONSTRUCTION SERVICES RELATED TO S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS AND PUMP STATION PROJECTS FOR AN HOURLY, TIME AND MATERIALS CONTRACT FOR \$413,750, subject to any changes upon review by the Legal Services Department with regard to the property acquisition and obtaining of permits, with such changes to possibly be included in the Resolution. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7589  
AWARD TERRACON  
S. HICKORY ST.  
UTILITY IMPR.

G.28. Alderman Dandrea moved to adopt Resolution No. 2020-7589, A RESOLUTION TO AUTHORIZE TERRACON A CONTRACT FOR CONSTRUCTION OBSERVATION AND TESTING SERVICES RELATED TO S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS AND PUMP STATION PROJECTS FOR AN HOURLY, TIME AND MATERIALS CONTRACT FOR \$40,000, subject to any changes upon review by the Legal Services Department with regard to the property acquisition and obtaining of permits, with such changes to possibly be included in the Resolution. Seconded by Alderman Barber. All voted Aye; motion carried.

REQUEST TO BID ELM  
RD. IMPR.

G.29. Alderman Dandrea moved to authorize staff to solicit for construction of Franklin Corporate Park, W. Elm Road. Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

H. Alderman Barber moved to approve the following:  
City vouchers with an ending date of January 16, 2020 in the amount of \$4,775,684.16; and Payroll dated January 17, 2020 in the amount of \$488,434.02 and payments of the various payroll deductions in the amount of \$389,358.15 plus City matching payments; and estimated payroll dated January 31, 2020 in the amount of \$400,000.00 and payments of the various payroll deductions in the amount of \$414,000.00 plus City matching payments; property tax vouchers with an ending date of January 16, 2020 in the amount of \$36,461,849.94; and use of investment funds for tax settlements of \$39,820,199.36; approval to release payment to Stark Pavement in the amount of \$218,981.77; approval to release payment to Knight Barry for TID 5 in the amount of \$736,105.73; and approval to release payment to Knight Barry for TID 7 in the amount of \$805,899.50; and approval to release payment to Loomis & Ryan, Inc. for TID 6 in the amount of \$1,349,996.40. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

LICENSES AND  
PERMITS

- I. Alderman Nelson moved to approve the following license recommendations from the License Committee meeting of January 21, 2020:

Hold for appearance the Operators' License applications of Ema I Cavaliere, 4119 108th St., Franksville; Rebekah L Shallow, 6125 S Martin Rd., New Berlin; Daniel J Stachnik, 5650 W Wahner Ave., #207, Brown Deer; and

No action was needed on the review of Police incident reports of Class A Beer and Intoxicating Liquor license establishments of Dairyland Retail Group, LLC, Agent Elizabeth Evans, 7610 W Rawson Ave.; Ryan Fuel LLC, Agent Kavita Khullar, 5120 W Ryan Rd.; Wisconsin CVS Pharmacy LLC, Agent Samantha Jo Klaphake, 5220 W Rawson Ave.; and Ultra Mart Foods, LLC, Agent Ricky Kloth, 7201 S 76th St.; and

Grant Operators' Licenses to Genine M Behning, 2362 S 75th St., West Allis; Tammy M Bresette, 3912 W Denis Ave., Milwaukee; Alexander M Donahoe, S81 W17311 Joel Dr., Muskego; Mary E Furey, 3333 5th Ave. #6I, South Milwaukee; Elena Hubred, 5131 S 60th St., Greendale; Sarah L Jasinski, 2460 S 18th St., Milwaukee; Michael R Klamecki, 12251 W Beloit Rd., #3, Greenfield; Mary C Pitcher, 7955 S Mission Dr.

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

CLOSED SESSION  
TID 4 W. ELM RD.  
LAND ACQUISITIONS

- G.30. Alderman Barber moved to enter closed session at 7:44 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition for Elm Road roadway improvements for the Tax Incremental District No. 4 Franklin Corporate Park and the investing of public funds and governmental actions in relation thereto and to effect such acquisition, 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. All voted Aye; motion carried.

Upon reentering open sessions at 8:13 p.m., Alderman Barber moved to authorize staff to negotiate and enter into purchase agreements consistent with the terms identified during closed session and to authorize appropriate City officials to execute and deliver the same. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

CLOSED SESSION  
PURCHASE AND SALE  
OF 3548 W. SOUTH  
COUNTY LINE RD.

- G.31. Alderman Barber moved to enter closed session at 8:15 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park and the investing of public funds and governmental actions in relation thereto and to effect such acquisition, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. All voted Aye; motion carried.

Upon reentering open session at 8:25 p.m., Alderman Barber moved to authorize the execution and delivery by the City of such Agreement for Purchase and Sale of Real Estate documents for 8.61 +/- acres of the property located at 3548 South County Line Road, in furtherance of the terms authorized by the Common Council at its meeting on January 7, 2020, with such minor changes as discussed in closed session at this meeting and approved by the City Engineer, Director of Finance and Treasurer and City Attorney, and to authorize the Mayor, City Clerk and Director of Finance and Treasurer to execute and deliver such Agreements and acceptance of any Counter-offers thereto. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 8:26 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

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CITY OF FRANKLIN  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, February 4, 2020, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding a proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use (Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant, (Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners). The property which is the subject of this application currently bears Tax Key No. 948-9998-001, and is more particularly described as follows:

Commencing at the Northwest Corner of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, Thence North 88°32'06" East along the North line of Section 35 and the centerline of West Oakwood Road, 819.76 feet; Thence South 01°27'54" East, 40.00 feet to a point on the South right of way line of West Oakwood Drive to the Point of Beginning; Thence North 88°32'06" East along said South right of way line, 330.00 feet; Thence South 01°27'54" East, 317.00 feet; Thence South 88°32'06" West, 330.00 feet; Thence North 01°27'54" West, 317.00 feet to the Point of Beginning (2.40 acres).

A map showing the property affected may be obtained from the City Council by way of request to the Department of City Development at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, telephone number (414) 425-4024, during normal business hours.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan is available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft ordinance is also available and open for inspection by the public at the Franklin Public Library, 9151 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. In addition, the draft ordinance is available for review at [www.franklinwi.gov](http://www.franklinwi.gov). Any questions or comments about the proposed amendment to the Comprehensive Master Plan may be directed to Joel Dietl, City of Franklin Planning Manager, at 414-425-4024.

Dated this 17th day of December, 2019.

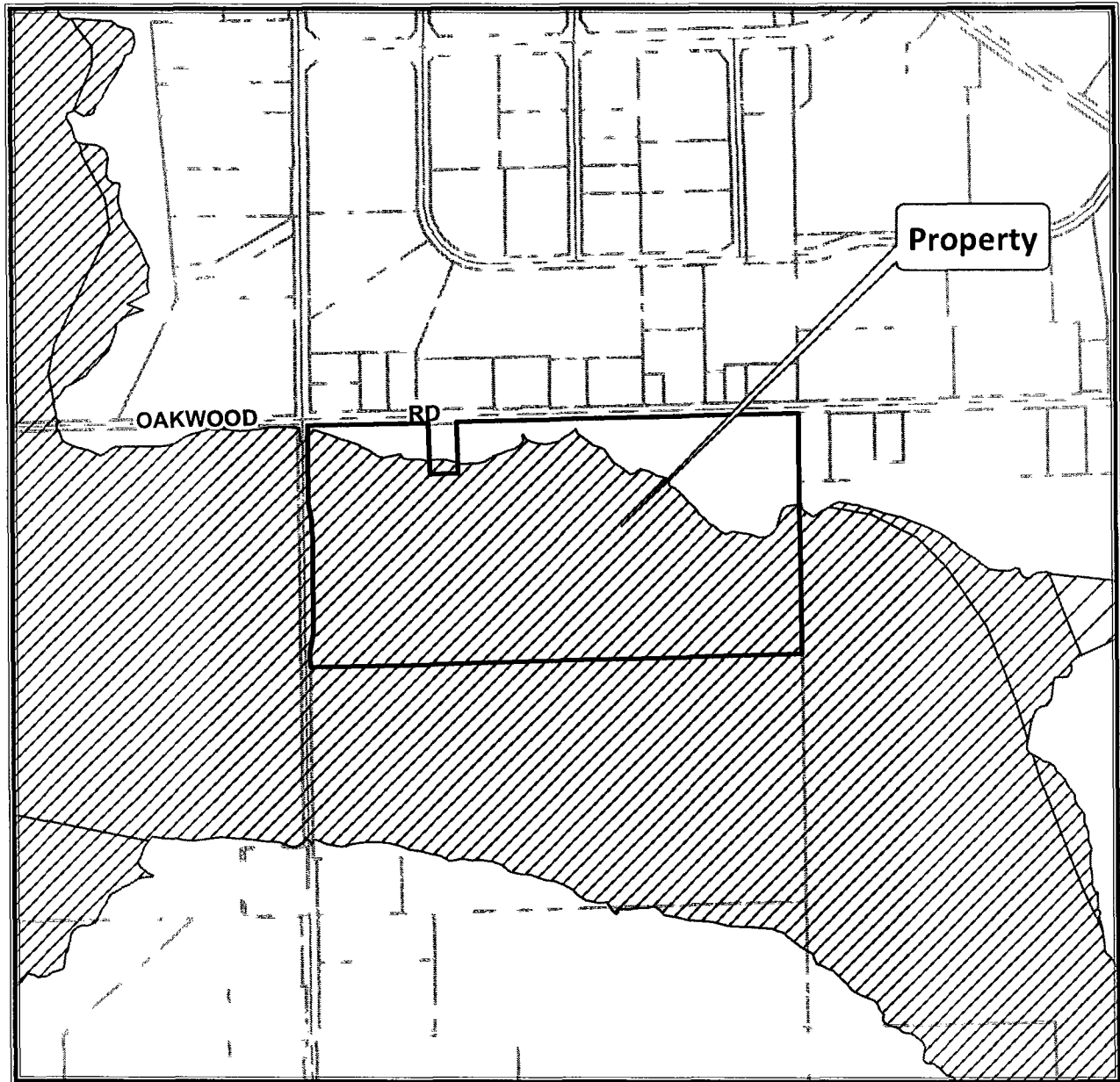
Sandra L. Wesolowski  
City Clerk

N.B. Class I

Please publish: 12/25/19



5207 W. Oakwood Road  
TKN: 948 9998 001



Planning Department  
(414) 425-4024

0 500 1 000 2,000 Feet

*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.*



2017 Aerial Photo



REC'D CITY OF FRANKLIN  
2020 FEB 4 PM 2:27 slw

I, Tom M. Bishop, personally circulated the Protest Petition by resident's that touch the rezoning property (hereafter referred to as Protest Petition) pertaining to the property at 5207 West Oakwood Road, Tax Key #: 948-9998-001. I personally obtained each of the signatures on page one of this Protest Petition from the property owners adjacent to the property listed at 5207 W. Oakwood Road. I know each of the persons signing the petition are the property owners. I know that each person who signed the Protest Petition did so with the full knowledge and understanding of what the Protest Petition is about. Therefore, we are requesting a super majority approval by the Franklin Common Council on Tuesday, Feb. 4, 2020.



Tom M. Bishop

2/4/2020

Date

Sandra L. Wesolowski

Notary Public

Milwaukee County, Wisconsin  
My Commission expires 5/16/2021

02/04/2020

Date




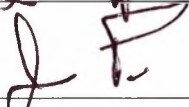
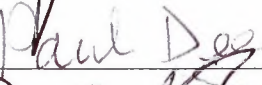
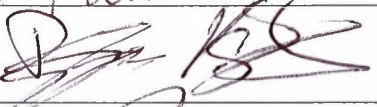
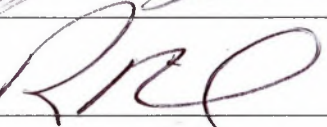
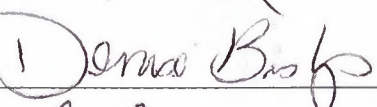

Page two

**Protest Petition by resident's properties that touch the rezoning**

5207 West Oakwood Road

Franklin, WI 53132

Tax Key #: 948-9998-001

NAME	ADDRESS	SIGNATURE
Tom m Bishop	5230 W. Oakwood	
JACK PATRICK	5012 W OAKWOOD	
Paul Dee	5324 W. OAKWOOD RD.	
Ignacio Vasquez	5200 W. Oakwood RD.	
Russell Rivard	5120 W OAKWOOD Rd	
Deoise m Bishop	5230 W. Oakwood <sup>RD</sup>	
Flower Lewis	5550 W Oakwood	

Property owners submit this protest petition against the proposed land rezoning change and majority approval by the Franklin Common Council.

15-9.0209

PARCEL_ID	OWNER_NAME1	OWNER_NAME2	OMAIL_STRE	OMAIL_ST_1	OMAIL_CITY	OMAIL_STAT	OMAIL_ZIP
931 9998 001	FRANKLIN, CITY OF		9229 W LOOMIS RD		FRANKLIN	WI	53132
949 9998 002	FRATRICK RONALD J & LOIS E LLC		4933 W OAKWOOD RD		FRANKLIN	WI	53132
948 9998 002	GRUDZIELANEK, MAX R		5733 W OAKWOOD RD		FRANKLIN	WI	53132
949 9999 000	STUDEBAKER JOHN P & KATHRYN L		5025 W OAKWOOD RD		FRANKLIN	WI	53132
931 9994 000	RAMSEY HOUSE LLC		10161 7 MILE RD		FRANKSVILLE	WI	53126
948 9999 001	MILWAUKEE COUNTY DEPT OF PARKS, REC & CULTURE		9480 W WATERTOWN PLANK RD		WAUWATOSA	WI	53226
948 9998 001	GYURO, JUDITH	FARCHIONE, EVELYN	4604 W THORNCREST DR		FRANKLIN	WI	53132
931 9991 002	RIVARD, HEATHER S & RUSSELL H ✓		5120 W OAKWOOD RD		FRANKLIN	WI	53132
931 9993 000	VASQUEZ, IGNACIO ✓		5200 W OAKWOOD RD		FRANKLIN	WI	53132
930 9999 000	PATRENETS, JOHN F & MARIANNE ✓		5012 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 013	KOEHLER, CHARLES R		901 W RYAN RD		OAK CREEK	WI	53154
932 9999 000	THE RAYMOND J AND CAROL C HOLTERMAN JOINT REV TRUST OF MAY 24, 2016		10267 S 60TH ST		FRANKLIN	WI	53132
931 9991 003	BISHOP, TOM & DENISE ✓		5230 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 016	KERSKI, BRIAN R & JODIE ANN JT REVOC LIVING TRUST		5720 W OAKWOOD RD		FRANKLIN	WI	53132
980 9998 000	MILWAUKEE COUNTY DEPT OF PARKS, REC & CULTURE		9480 W WATERTOWN PLANK RD		WAUWATOSA	WI	53226
947 9998 000	MILWAUKEE COUNTY DEPT OF PARKS, REC & CULTURE		9480 W WATERTOWN PLANK RD		WAUWATOSA	WI	53226
931 9995 000	KRUEGER, MARISA L	TYLER, ELIZABETH R	5316 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 012	BAKALAR, SHAWN	LEWIS, FLOWER M ✓	5550 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 015	ANDERSEN, JOHN E & LISA L ✓		5700 W OAKWOOD RD		FRANKLIN	WI	53132
931 9999 000	DEE, PAUL	MCCALL-DEE KAREN	5324 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 011	ANDERSON, JOHN E & LISA		9880 S 13TH ST		OAK CREEK	WI	53154

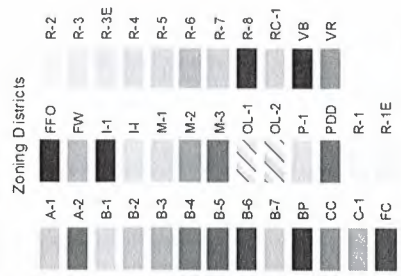
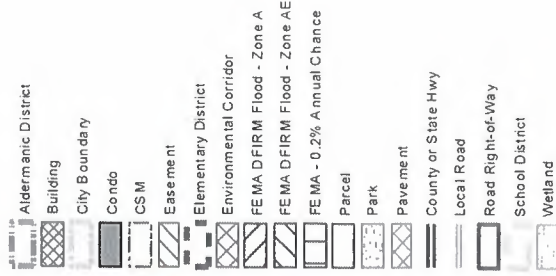
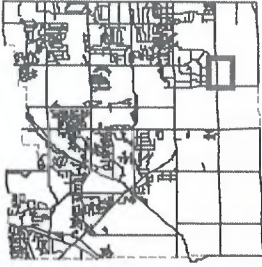


For ArcMap. convenience use  
Franklin Public Property Viewer

175' from the property line.

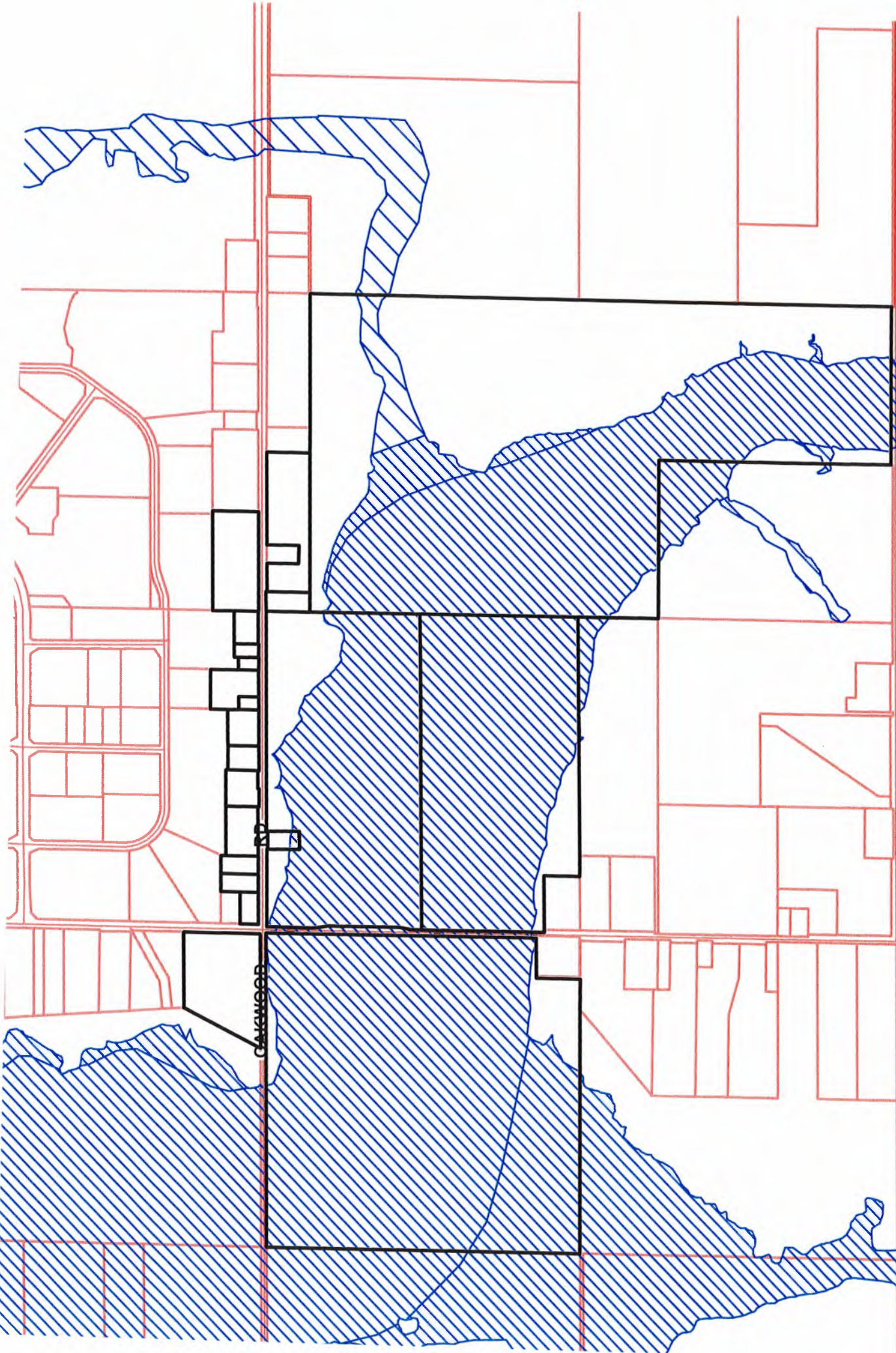


Overview Map



Legend includes all layers even if they are not visible in the map.

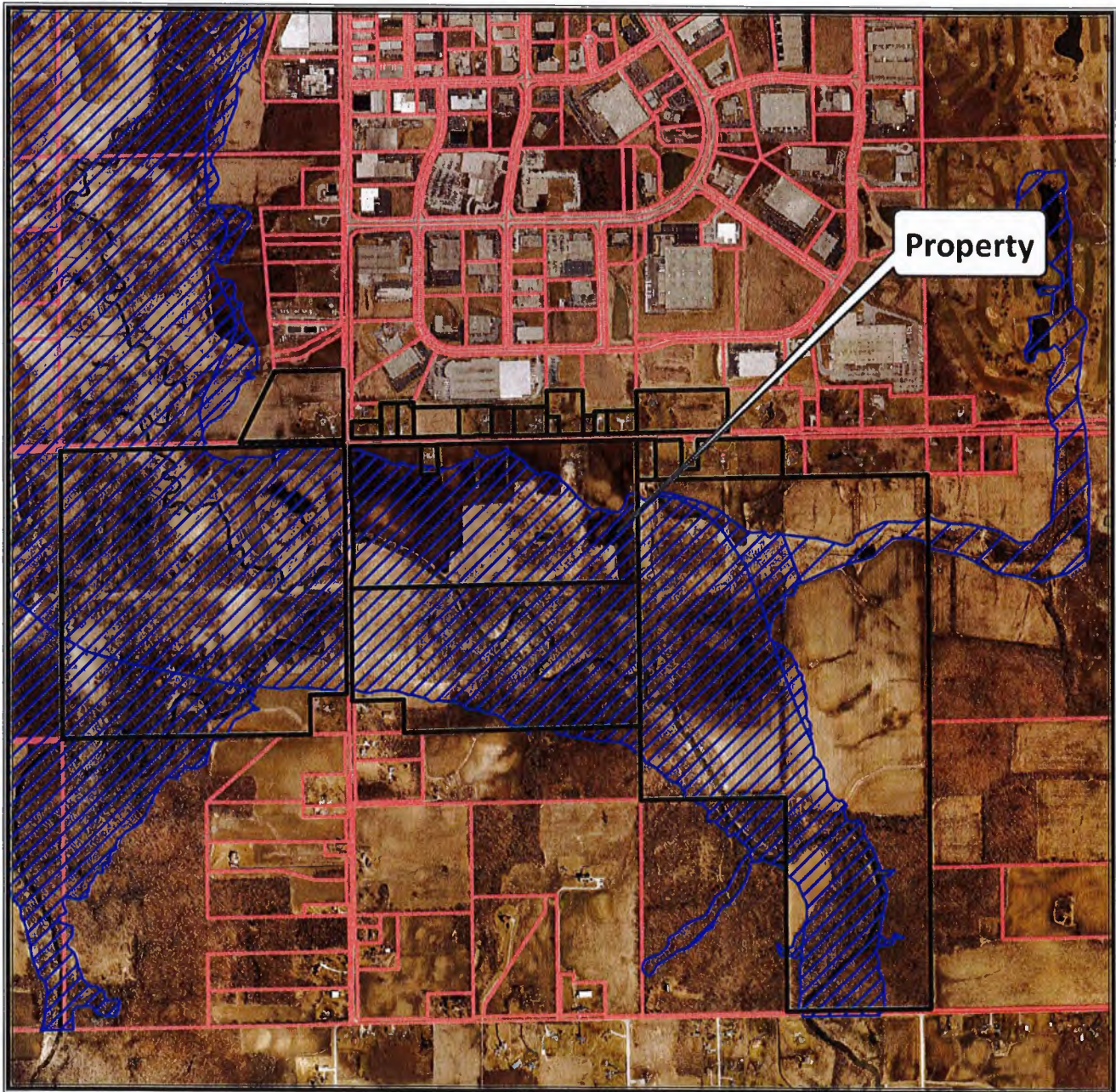








5207 W. Oakwood Road  
TKN: 948 9998 001



**Planning Department**  
**(414) 425-4024**

0 875 1,750 3,500 Feet

*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.*



2017 Aerial Photo

Mtg Date/Time: 2/4	Property Addr: 5207 W. OAKWOOD TKN: Zoned:
Name/Company: TOM BISHOP	Mailing Address 414 423 4247 Phone: ( ) Email Address: TOMB89000@GMAIL.COM WHAT TO DO
Other attendees: WANTS TO	Preliminary plans or information that they can email: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No PLANNING
Reason for meeting: FILE PETITION ON FOR SUPER MAJORITY VOTE ZONING CHANGE	

UNCLEAN  
WATER  
ON ALVWOOD  
WATER  
WATER

SIGNATURES  
FROM PUBLIC  
/ CLERKS OFFICE

PROTEST ~~PETITION~~  
PETITION

CALL JESSE  
FILED IN CLERKS  
OFFICE



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/04/20
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 5207 WEST OAKWOOD ROAD FROM RECREATIONAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE (APPROXIMATELY 2.40 ACRES) (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, (JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)	ITEM NUMBER <i>G. I.</i>

At the January 23, 2020, regular meeting, the Plan Commission carried a motion to adopt a Resolution recommending the adoption of an Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 future land use map for property located at 5207 West Oakwood Road from recreational use and areas of natural resource features use to institutional use, pursuant to Wis. Stat. § 66.1001(4)(b).

#### COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2020-\_\_\_\_\_, to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 future land use map for property located at 5207 West Oakwood Road from recreational use and areas of natural resource features use to institutional use (approximately 2.40 acres) (Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant, (Judith e. Gyuro and Evelyn A. Farchione (deceased), property owners)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[Draft 1-29-20]*

ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025  
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF  
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED  
AT 5207 WEST OAKWOOD ROAD FROM RECREATIONAL USE AND AREAS OF  
NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE  
(APPROXIMATELY 2.40 ACRES)  
(DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA  
WATER UTILITY, APPLICANT, (JUDITH E. GYURO AND  
EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)

---

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, Daniel S. Duchniak, General Manager of Waukesha Water Utility has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on January 23, 2020, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on February 4, 2020; and

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

SECTION 1:           The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use. Such property is more particularly described within Resolution No. 2020 \_\_\_\_\_ of even-date herewith.

SECTION 2:           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 3:           All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4:           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 \_\_\_\_\_, 2020, by Alderman \_\_\_\_\_.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

STATE OF WISCONSIN

CITY OF FRANKLIN  
PLAN COMMISSION

MILWAUKEE COUNTY

RESOLUTION NO. 2020-005

A RESOLUTION RECOMMENDING THE ADOPTION OF AN  
ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025  
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF  
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY  
LOCATED AT 5207 WEST OAKWOOD ROAD FROM RECREATIONAL  
USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO  
INSTITUTIONAL USE, PURSUANT TO WIS. STAT. § 66.1001(4)(b)

---

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, Daniel S. Duchniak, General Manager of Waukesha Water Utility (Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners) having applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use, such property bearing Tax Key No. 948-9998-001, more particularly described as follows:

Commencing at the Northwest Corner of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, Thence North 88°32'06" East along the North line of Section 35 and the centerline of West Oakwood Road, 819.76 feet; Thence South 01°27'54" East, 40.00 feet to a point on the South right of way line of West Oakwood Drive to the Point of Beginning; Thence North 88°32'06" East along said South right of way line, 330.00 feet; Thence South 01°27'54" East, 317.00 feet; Thence South 88°32'06" West, 330.00 feet; Thence North 01°27'54" West, 317.00 feet to the Point of Beginning (2.40 acres); and

WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on January 23, 2020, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable

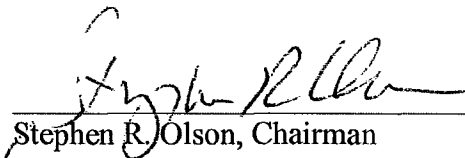
and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.


Introduced at a regular meeting of the Plan Commission of the City of Franklin this 23rd day of January, 2020.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this 23rd day of January, 2020.

APPROVED:

  
\_\_\_\_\_  
Stephen R. Olson, Chairman

ATTEST:

  
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES 4 NOES 1 ABSENT 2 (Burckhardt, Alderman Dandrea)



## CITY OF FRANKLIN



## REPORT TO THE PLAN COMMISSION

Meeting of January 23, 2020

**Certified Survey Map, Comprehensive Master Plan Amendment, Rezoning, and Site Plan**


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**RECOMMENDATION:** Department of City Development staff recommends approval of the Comprehensive Master Plan Amendment, Rezoning, Certified Survey Map (CSM) and Site Plan.

---

<b>Project Name:</b>	Great Water Alliance
<b>General Project Location:</b>	5207 Oakwood Road
<b>Property Owner:</b>	Judith Gyuro & Evelyn Farchione
<b>Applicant:</b>	Waukesha Water Utility
<b>Agent:</b>	<b>Daniel Duchniak</b>
<b>Current Zoning:</b>	<b>R-2</b>
<b>2025 Comprehensive Plan:</b>	Recreational and Areas of Natural Resources
<b>Use of Surrounding Properties:</b>	Single-family residential (R-2) to the north, Single-family residential (R-2) & floodway (FW) to the East, floodway (FW) to the South, and floodway (FW) to the west.
<b>Applicant's Action Requested:</b>	Approval of Comprehensive Master Plan Amendment, Rezoning, Certified Survey Map (CSM) and Site Plan.

---

**INTRODUCTION:**

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft ordinance.

In 2016, the Great Lakes Compact Council approved the City of Waukesha's application to source water from Lake Michigan to the City of Waukesha. As part of the application approval, Waukesha Water Utility (WWU) is required to return water diverted from Lake Michigan back to the Lake Michigan watershed. To fulfill this requirement, water treated at the City of Waukesha's Clean Water Plant will be returned to the Lake Michigan watershed through an approximately 23-mile, 30-inch pipeline via the Root River in Franklin. Due to the complexity of this effort, the full project has been divided into multiple smaller projects. The project before the Plan Commission at this time includes only the proposed outfall facilities at 5207 Oakwood Road in Franklin.

The proposed outfall facilities consist of infrastructure and equipment need to meet the permitted discharge levels of dissolved oxygen and temperature for water being returned to the Root River and Lake Michigan watershed. Proposed improvements include driveway access, parking area, reaeration building which includes a reaeration structure, and outfall pipe to the Root River.

The applicant has submitted applications for Certified Survey Map (CSM), Comprehensive Master Plan amendment, Rezoning, and Site Plan related to proposed outfall facilities.

According to Section 15-9.0309-C of the UDO, the Common Council shall approve, approve conditionally and thereby require resubmission of corrected Certified Survey Map, or reject such Certified Survey Map within 90 days from the date of filing of the map unless time is extended by agreement with the Subdivider. The applicant submitted this CSM application on November 6, 2019, so February 4, 2020, is the 90-day deadline for this application.

## **PROJECT DESCRIPTION AND ANALYSIS:**

### **Certified Survey Map**

The proposed CSM divides one existing lot into four proposed lots. The subject property is owned by Judith Gyuro & Evelyn Farchione and is approximately 76 acres in area. The proposed Lot 1 would have 2.40 acres and contain most of the proposed improvements, while Lot 2 is 7.64 acres and intended for future improvements. The current owners will maintain ownership of Lot 3, which would have 7.75 acres. The remaining 57.75 acres would be Lot 4. The applicant is proposing a 30-inch buried pipeline to a proposed outfall at the Root River. The land division request essentially allows Waukesha Water Utility to purchase the proposed Lots 1, 2 and 4.

Lot 1 meets the minimum lot area and lot width requirements for the proposed I-1 Institutional zoning district. Lot 2, Lot 3, and Lot 4 meet the minimum lot area and lot width requirements for the existing R-2 Estate Single-Family Residence zoning district.

### **Comprehensive Master Plan Amendment:**

The applicant is proposing to amend the designation of the proposed Lot 1 in the Future Land Use Map 2025 from “Recreational” and “Areas of Natural Resources” to “Institutional.” The applicant is not requesting to change the future land use designation of the proposed Lots 2, 3, or 4.

The Root River corridor, which runs across the southwest corner of Lot 4, is a Primary Environmental Corridor, as identified by the Southeastern Wisconsin Regional Planning Commission (SEWRPC). According to the Comprehensive Master Plan, the Root River is one of the most (if not the most) important natural resource feature in Franklin. Much of the drainage basin is designated as primary environmental corridor by SEWRPC and includes both the Root River and Root River Canal branch. This entire area is identified in the Comprehensive Master Plan as a Protection/Conservation Priority. Additionally, the Comprehensive Master Plan recommends a recreational trail along the Root River.

### **Comprehensive Master Plan Consistency:**

The Department of City Development believes that the proposed project, and its associated Certified Survey Map, Comprehensive Master Plan Amendment, Rezoning, and Site Plan requests, is consistent with the City’s Comprehensive Plan. The proposed outfall facility of this nature is not anticipated or addressed by the City’s Comprehensive Master Plan. However, the Plan generally supports the development of infrastructure and other essential services, with a

goal to “provide adequate infrastructure and public services to meet existing and future conditions” (page 8-4 of Plan). Further, the Comprehensive Master Plan recommends “that the City of Franklin continue to remain aware of, and participate in to the extent that the Common Council may determine from time to time, other regional planning efforts” (page 9-19), which would apply to efforts approved by the Great Lakes Compact Council. Additionally, essential services such as the proposed outfall facilities, which help prepare clean water to be returned to the Lake Michigan watershed, supports regional water quality goals.

### **Rezoning:**

A Rezoning application is sought to change the zoning of the proposed Lot 1 from R-2 Estate Single-Family Residence District and FW Floodway to I-1 Institutional General to enable the proposed the outfall facility. The applicant is not proposing to rezone the proposed Lot 2, 3 and 4, remaining as currently zoned (R-2, FW, FC and C-1 districts).

The proposed rezoning to I-1, Institutional would be consistent with the proposed Comprehensive Master Plan amendment (Institutional). The resulting “spot zoning” of I-1 surrounded by R-2 zoning is common for essential services and is not a concern to the Department of City Development.

### **Site Plan:**

The applicant is proposing most of the outfall facilities within Lot 1, including an access drive from Oakwood Road, parking area, and a building to house and screen essential services. These improvements will be located outside the 100-year floodplain. Within Lot 4, the applicant is proposing a 30-inch buried pipe connecting the proposed building/infrastructure on Lot 1 to a proposed outfall at the Root River. The applicant is not proposing any improvements in Lots 2 and 3 as part of this application, but Lot 2 is anticipated for future phases of infrastructure improvements.

### **Natural Resource Protection Plan**

The southern half of the site is predominately 100-year floodplain and wetland. About half of the wetland area is currently farmed. The portion of the wetland that is not farmed is mostly grass with few trees. No woodlands or steep slopes are present on the site. The Root River runs through the southwest corner of the site.

The proposed reaeration building and paved area are located outside of natural resource areas. The proposed pipeline and outfall coincide with natural resources, including the wetland buffer, wetland, shoreline buffer, and Root River. As an Essential Services use, defined in UDO 15-11.0103, natural resource protection standards are not applicable. However, areas of disturbance of natural resource features to provide for said essential services shall be restored to the restoration standards of Section 15-4.0102I.



### Parking

The proposed building is served by a 12-foot wide asphalt driveway accessed from Oakwood Road, with an asphalt parking lot containing two angled parking spaces. Staff recommends that the driveway be widened to 24 feet wide, per UDO 15-5.0202A.

The UDO requires two parking spaces, including one ADA parking space, and therefore Staff recommends that one of the parking spaces be designated as ADA space with a minimum width of 13 feet, per UDO 15-5.0202D. Staff further recommends that concrete curb and gutter be installed surrounding the driveway and parking lot, per UDO 15-5.0202D, although Staff acknowledges that Plan Commission may wish to waive this requirement as curb and gutter is not installed on Oakwood Road.

### Landscaping

Shade trees and shrubs are proposed surrounding the parking lot and building. A cluster of shrubs are proposed surrounding a proposed manhole above the pipeline about 150 feet south of the proposed building, and a variety of plantings are proposed at the outfall at the Root River. Because Lot 1 will be surrounded by R-2 zoning district on three sides, a bufferyard is required.

### Architecture

The recreation building is of burnished block construction with a standing seam gable metal roof. The pitched roof, use of natural materials, and neutral colors are designed to blend in with adjacent residential development. Louvers are incorporated on the building façade to mimic windows.

### Outdoor Lighting

Two 15-foot light poles are proposed on the parking area perimeter, and a wall-mounted light is proposed over the door, located on the east side of the recreation building. Lighting meets the requirements of the UDO.

### Signage

No signage is proposed. Staff has notified the applicant that any signage desired in the future must be approved by the City.

### Stormwater Management

No stormwater infrastructure is proposed on the site, other than a proposed culvert under the proposed driveway within Lot 1, which maintains the drainage ditch parallel to Oakwood Road.

## **STAFF RECOMMENDATION:**

The Department of City Development staff recommends approval of the Comprehensive Master Plan Amendment, Rezoning, Certified Survey Map (CSM) and Site Plan, subject to the conditions in the draft resolutions and draft ordinances.

### **Recommended Motions**

Motions to recommend approval of the Comprehensive Master Plan Amendment, Rezoning, Certified Survey Map (CSM) applications and a motion to approve the Site Plan application.

With regards to the conditions of approval for the Site Plan Resolution, the applicant is requesting the following:

- Condition No. 7. The applicant is requesting to allow for a 12-foot driveway.
- Conditions No. 8. The applicant is requesting to not require one ADA parking space.
- Condition No. 9. The applicant is requesting to not require curb and gutter for the parking and driveway.
  - Staff comment: The Plan Commission may wish to waive this requirement as curb and gutter is not installed on Oakwood Road.
- Condition No. 10. The applicant is requesting to not require on-site irrigation.
  - Staff comment: Alternatively, staff suggests to replace this condition as follows:

Pursuant to Unified Development Ordinance § 15-5.0303.G3, any plant materials included in an approved landscaping plan that do not survive a plant establishment period of two years after installation shall be replaced with plant material(s) of the same or like species of equal size within the next planting season, but in any event, within six months of the plant's demise.

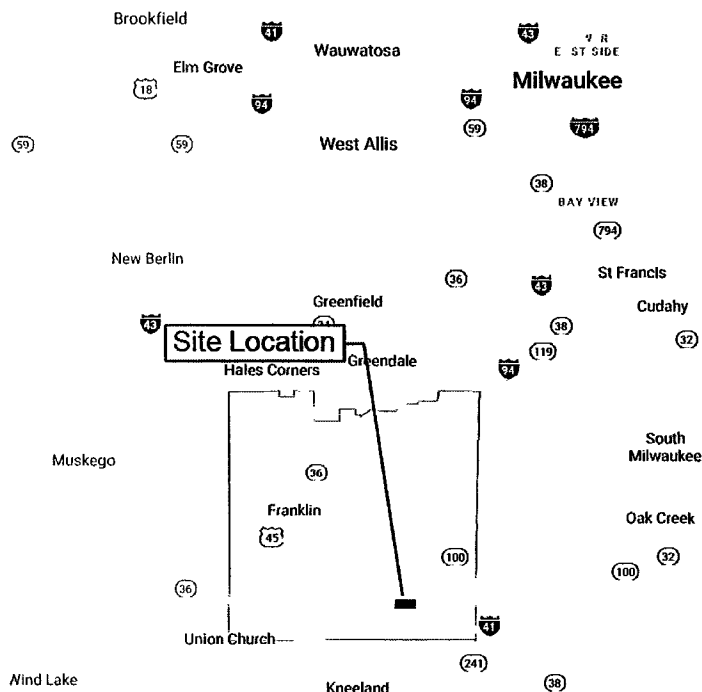
For further details about these requests, please see waiver request letters submitted by the applicant.

## Site Plan Application Project Summary For the City Of Franklin

Project Name Outfall Facilities

In June of 2016, the Great Lakes Compact Council approved the City of Waukesha's application to source water from Lake Michigan to the City of Waukesha. The Waukesha Water Utility (WWU) created the Great Water Alliance (GWA). A website ([greatwateralliance.com](http://greatwateralliance.com)) was established to educate, communicate and provide information flow to the public and impacted communities. As part of the application approval, WWU is required to return water (return flow) diverted from Lake Michigan back to the Lake Michigan watershed. To fulfill this requirement, water treated at the City of Waukesha's Clean Water Plant (CWP), will be returned through an approximately 23-mile, 30" pipeline to the Lake Michigan watershed via the Root River in Franklin, Wisconsin. Due to the complexity of this overall effort, the design and implementation of the entire return flow piping system is broken up into multiple contract packages issued as part of the GWA. The Outfall Facilities is included within Contract Package 6.

The location of returning water to the Root River (see Figure 1 below) was evaluated based on land with river access and land available for purchasing. The final selection is located at 5207 Oakwood Road (parcel tax key 9489998001) in the City of Franklin in Section 35, Township 5 North, Range 21 East, at the southeast corner of the intersection of South 60th Street and West Oakwood Road in the City of Franklin, Milwaukee County, Wisconsin. The current owners are Judith Gyuro and Evelyn Fachione, 4604 West Thorncrest Drive, Franklin, WI 53132.



**Figure 1. Return Flow Facilities Site Location**

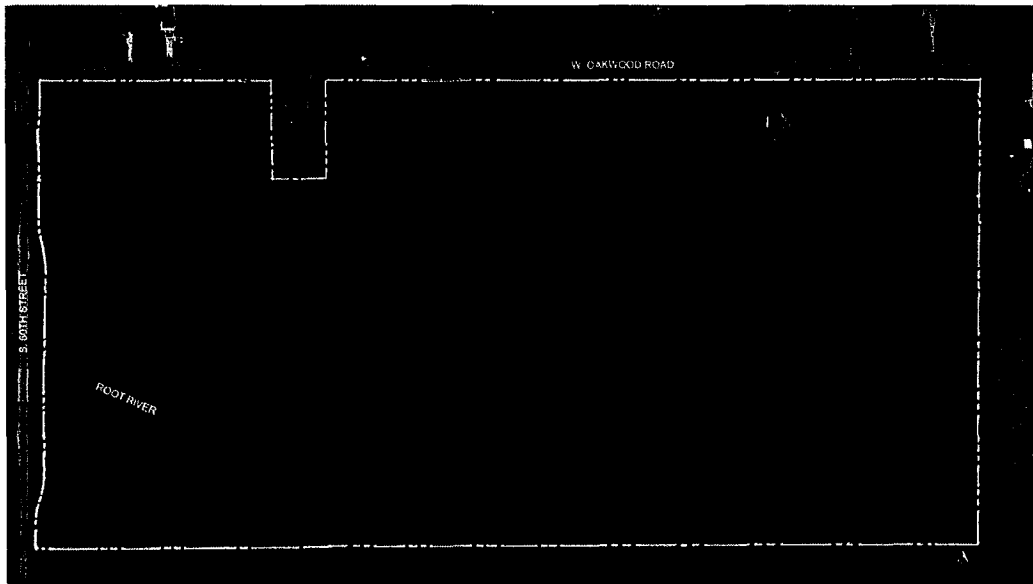


Figure 2. Return Flow Facilities Site Existing Conditions

### Existing Site Conditions

A key component of the return flow system is the approximate 76-acre parcel, as shown in Figure 2, in order to build essential services to fulfill the requirements set by the Great Lakes Compact Council approval. Presently, this parcel includes a vacant farmhouse, with associated farm and accessory buildings and in the far northeast corner. Much of the property is presently farmed and is located within the 100-year floodplain. With its proximity to the Root River, a large portion of the property is classified as wetland based on WDNR criteria. A large portion of the delineated wetlands on site are presently farmed as indicated in Figure 3. The portion of the existing wetlands which are not currently farmed exhibit primarily reed grass vegetation with minimal tree canopy and scrubby plant material. The shoreline of the Root River, which runs in the southwest quadrant of the site, is vegetated primarily up to the top of bank with sparse riparian trees and reed grass. Areas beyond the top of bank elevation of the Root River are presently farmed.

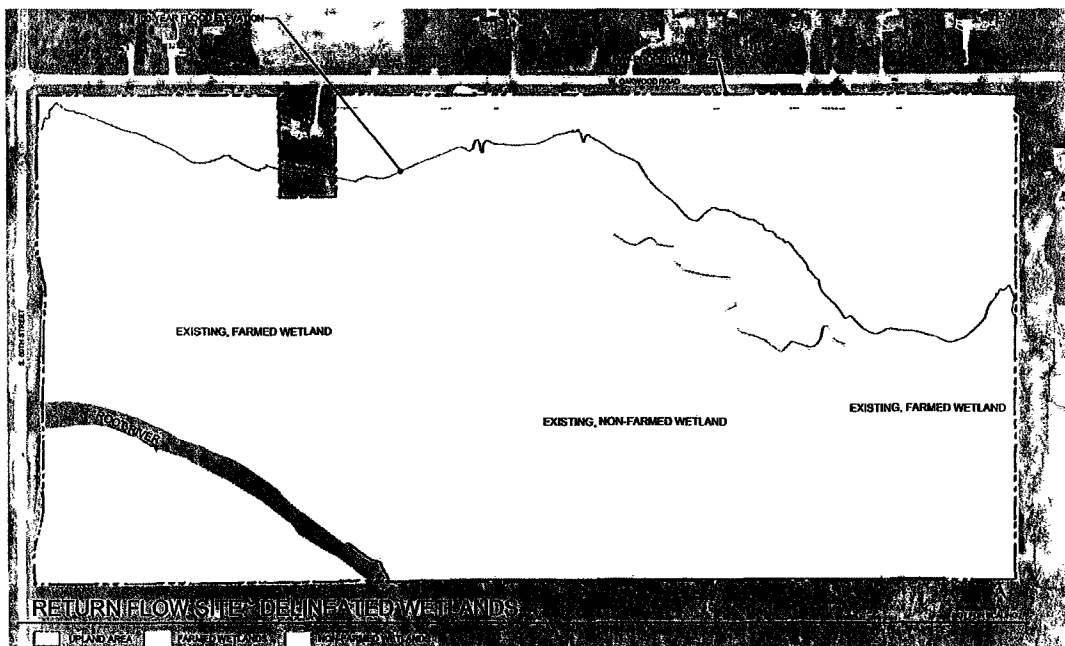


Figure 3. Existing Delineated Wetlands

## Existing and Proposed Zoning Districts

Lands to the north of the site are presently zoned by the City of Franklin R-2 Estate Single-Family Residence and include single family homes and vacant land, with a Planned Development District comprised of primarily industrial land uses beyond the R-2 Estate Single-Family Residence. The site is primarily zoned Floodway to the west and south. Lands to the east of the site are also zoned R-2 Estate Single-Family Residence and Floodway. There are no planned improvements within Conservancy and Floodplain Conservancy Zoning Districts.

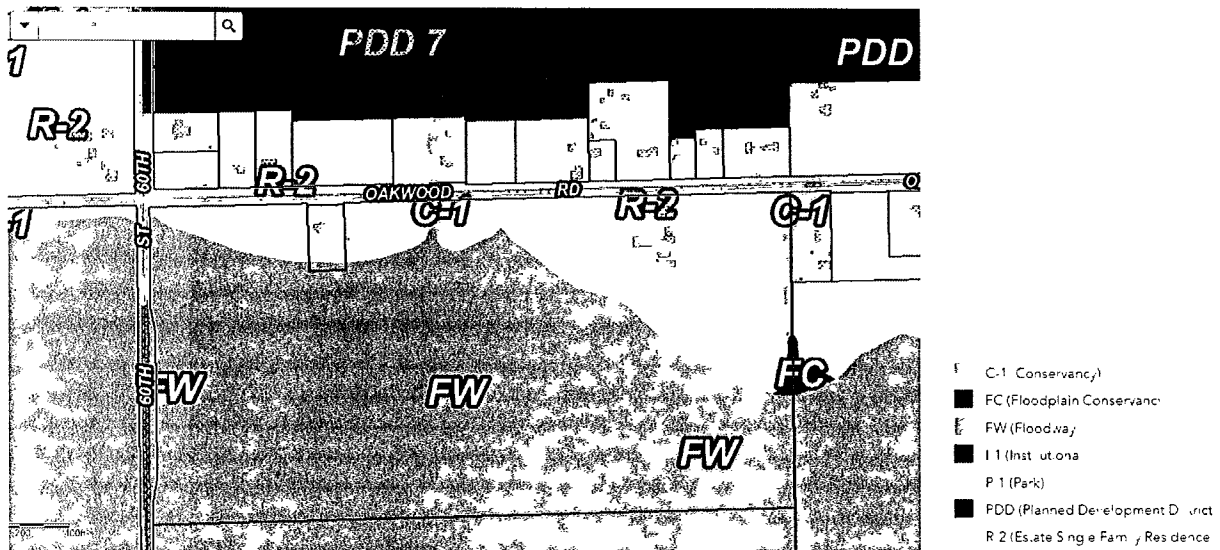


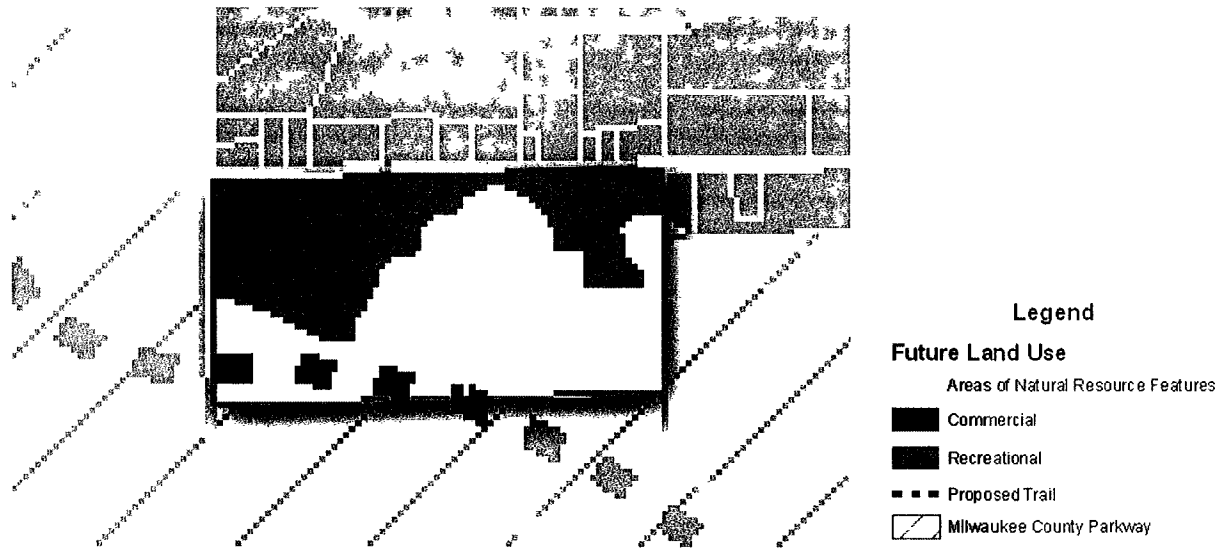
Figure 4. Current City of Franklin Zoning in and around the Return Flow Site

WWU is proposing to divide the Outfall Facilities parcel, as shown in Figure 4 into four parcels as shown on the Certified Survey Map (CSM) included with the attached Site Plan Application and backup information packet. The applicant proposes to divide the property in this manner to balance needed improvements along with maintaining the direction of future development as indicated within the current City of Franklin 2025 Comprehensive Plan. The City of Waukesha on behalf of the WWU is planning to purchase Lots 1, 2, and 4 as shown in the CSM.

### Lot 1

WWU is proposing for Lot 1 (as shown in the CSM), to develop most of the Outfall Facility improvements, including an access driveway, parking area, and a building to house and screen essential services outside the 100-year floodplain, or outside of the FW Zoning District, within the proposed parcel of Lot 1. The existing zoning for the proposed Lot 1 area is primarily R-2, with FW along the southern boundary. The applicant requests to rezone the area within proposed Lot 1 to Institutional, due to the proposed land use of essential services is more conducive for an Institutional Zoning District. The applicant wishes to rezone Lot 1 to Institutional only rather than the entire parcel as shown in Figure 2. In the City of Franklin's 2025 Comprehensive Plan, the entire parcel, as shown in Figure 5 is slated for a Recreational land use primarily in north and west areas of the site, while the rest of the parcel is designated as an Area of Nature Resource Features. The proposed boundaries of Lot 1, if re-zoned to Institutional would be located within the proposed Recreational land use, leaving all remaining Lots 2-4 slated for Recreational land use and an Area of Natural Resource Features more consistent with the 2025 Comprehensive Plan.

## Site Plan Application Project Summary For the City Of Franklin



**Figure 5. City of Franklin 2025 Comprehensive Plan for the Return Flow Facilities Site**

### **Lot 2**

WWU is not proposing and does not anticipate any improvements for this application within Lot 2 as shown in the CSM but wishes to maintain ownership of this property if future phases of infrastructure improvements are required from environmental regulated levels around temperature and dissolved oxygen set by the Wisconsin Department of Natural Resources (WDNR). If in the event that the proposed improvements within this application are sufficient in meeting regulations set by the WDNR, and it is deemed by regulators that improvements will not be required in the future, Lot 2 would remain developable in accordance with the 2025 Comprehensive Plan or a future Comprehensive Plan. The land within proposed Lot 2 is currently farmed and will continue to be farmed into the foreseeable future.

### **Lot 3**

The current land owner wishes to maintain ownership of Lot 3 as shown in the CSM. No improvements are planned as part of this application.

### **Lot 4**

The City of Waukesha is proposing a 30" buried pipeline which connects the proposed infrastructure improvements within Lot 1 to a proposed outfall located at the Root River. No other improvements are expected as part of the application. The site within Lot 4 will be restored to existing conditions, with the exception of minor grading to accommodate the new outfall at the Root River streambank. Current farming activities within Lot 4 will continue into the foreseeable future.

## **Proposed Outfall Facilities**

The Outfall Facilities will comprise of infrastructure and equipment required in meeting permitted discharge levels of dissolved oxygen and temperature for water being returned to the Root River. The infrastructure planned for the site is critical in meeting these regulations, as well as returning water back to the Lake Michigan watershed. Proposed improvements include driveway access, parking area, reaeration building which encloses a reaeration structure, and outfall pipe to the Root River.

The reaeration building will be located 35-ft south the City of Franklin's proposed 80-ft right-of-way (ROW). The reaeration building was sited across from vacant lands, considering view impacts of adjacent residents. The reaeration building was sited so the building itself, along with proposed grading and site

## Site Plan Application Project Summary For the City Of Franklin

improvements would not impact existing natural resources types and maintain natural drainage patterns. The building was designed to mimic the character and context of the existing single-family homes located across Oakwood Road to minimize visual impact. Vegetation such as trees, shrubs, and native grasses are proposed to fulfill the landscape requirements set within the City of Franklin Unified Development Ordinance (UDO), but also includes additional proposed vegetation, beyond UDO requirements, to mimic the character of the surrounding uses, as well as provide screening from the east and west views for existing residents on Oakwood Road. Native grasses are proposed in lieu of turf grasses to provide greater stormwater absorption and minimize mowing frequency and chemical use.

The driveway access from Oakwood Road, as well as the parking area will be asphalt. The City of Waukesha will periodically utilize light-duty maintenance trucks to access the site, for periodic maintenance of the Outfall Facilities. On the parking area perimeter, there will be two light poles with motion-sensor lighting for continuous security, but also to minimize energy consumption. The parking area will be screened per the City of Franklin UDO requirements.

The reaeration building itself is approximately 49 ft by 39 ft, burnished block construction with a standing seam gable metal roof. Overall roof height at its peak is 17'-4". To blend into the residential character of the area, louvers were incorporated to look like windows and are primarily located on the east and west sides. No windows are planned. There is one set of double doors on the east side with a required exterior emergency light above the door. This light is also on a motion sensor to provide continuous security while minimizing energy consumption.

A 30" buried Return Flow Pipeline from the City of Waukesha CWP crosses the north portion of the property from west to east and enters the north side of the Reaeration Building. A 30-inch pipe leaves the south side of the building and gravity flows through an inverted siphon to the Root River. The streambank at the proposed outfall at the Root River will be restored with native riparian vegetation and erosion control fabric to maintain the integrity of the streambank while vegetation can establish. The outfall and respective grading are proposed so no existing trees will be removed during construction. Tree protection is proposed for existing trees. Drawings and colored rendering are included in attached backup.

The natural drainage on this site the parcel (including Lot 1) generally flows from north to south at a 5% to 7% slope. All proposed grading in Lot 1 will also follow the natural drainage and will provide sheet flow away from the building and parking area. There is no proposed stormwater infrastructure, other than a proposed culvert under the proposed driveway, within Lot 1, to maintain drainage in the existing swale that runs parallel to Oakwood Road.

Construction duration is approximately 9 months. Hauling of material offsite is not anticipated. Contractors limits of construction are delineated on the attached drawing package and does not permanently impact wetland setback and buffer zones. Permanent impacts to the site are minimal, including the driveway, parking area, the Reaeration building with respective grading, the outfall at the Root River, and two at grade manholes along the pipeline route to the river. After the pipeline is installed, the land currently farmed will be regraded and returned to a farming use, except for the upland areas around the proposed Reaeration Building in Lot 1, which will be restored with native grasses. The total construction cost is estimated to be \$2,600,000.



January 13, 2020

Mr. Joel Dietl  
Planning Manager  
Franklin City Hall Planning Department  
9229 West Loomis Road  
Franklin, WI 53132

Subject: Response to City of Franklin City Development Staff comments on the Certified Survey Map (CSM) dated December 5, 2019 and comments on the Comprehensive Master Plan Amendment, Rezoning, and Site Plan dated January 2, 2019

Dear Mr. Dietl,

Waukesha Water Utility (WWU) submitted documents related to the Site Plan/Site Plan Amendment approval, the Comprehensive Master Plan Amendment approval, the Certified Survey Map (CSM) Application approval and the Rezoning Application approval for the Outfall Facilities located in the City of Franklin, Milwaukee County, Wisconsin on November 6, 2019.

Below are responses to the Certified Survey Map (CSM) comments from City of Franklin Development Staff dated December 5, 2019.

**Department of City Development Comment:**

Lot 1 meets the minimum lot area and lot width requirements for the existing R-2 Estate Single-Family Residence zoning district and proposed I-1 Institutional zoning district. Lot 2, Lot 3 and Lot 4 meet the minimum lot area and lot width requirements for the existing R-2 Estate Single-Family Residence zoning district.

***WWU Response: Noted.***

**Unified Development Ordinance (UDO) requirements**

1. Per UDO Section 15-9.0309.E, it is recommended that Natural Resources be located within conservation easements and outlots. Please see attached template.

***WWU Response: Conservation Easement added on pages 5 and 6 of the CSM. An unsigned conservation easement form is included and will be fully signed after review.***

2. Please add all required building setbacks to the CSM per UDO 15-7.0702B.

***WWU Response: Setbacks added on page 1 of the CSM.***

3. Please add map dates and revision dates to the CSM per UDO 15-7.0702H.



***WWU Response: Map dates have been added on all sheets of the CSM.***

4. Correct the existing zoning labeled as R-1 on page one of the CSM to R-2 Estate Single-Family Residence District, FW Floodway District, C-1 Conservancy District and FC Floodplain Conservancy District. Additionally, please add the zoning boundary lines per UDO 15-7.0702M.

***WWU Response: Zoning label on page 1 of the CSM has been corrected and zoning boundary lines added on page 3 of the CSM.***

5. It is noted that UDO Section 15-3.0202 requires that lots within the R-2 zoning district be served by public sanitary sewer and water supply. Are the proposed lots served by public water and sewer? Please add a note on the face of the CSM with information about the availability of public water and sewer for the proposed lots.

***WWU Response: Note from Comment 6 below added to page 1 of the CSM.***

6. For those lots not served by both public water and sewer, please add the following note on the face of the CSM:
  - Common Council approval of development without public facilities is required for lots [add lot numbers] upon future development, with the exception of essential services.

***WWU Response: Note added to the CSM.***

7. Please submit certificate with signature from Land Surveyor, per UDO 15-7.0704.

***WWU Response: Land Surveyor will stamp and sign hard copies of the CSM will be fully signed after review.***

8. Please provide a 30' wide landscape bufferyard easement per UDO 15-5.0302C., 15-5.0109, 15-7.0301, and 15-7.0702P.

***WWU Response: Bufferyard easement added to page 1 of the CSM.***

9. Please prepare all revisions as may be requested by Milwaukee County and all other approving authorities per UDO 15-9.0309B.5. and 6.

***WWU Response: Received comments from the Milwaukee County Register of Deeds and all comments were addressed on the CSM.***

10. Please prepare all revisions as may be requested by the Engineering Department per UDO 15-7.0701.

***WWU Response: No comments have been received from the Engineering Department. The comments will be addressed if and when they are received.***

**Additional staff comments**

11. The 2007 Milwaukee County Trail Network Plan depicts a proposed snowmobile trail on the site. Staff recommends that you contact the Milwaukee County Parks Department and the Rolling Dice Riders snowmobile club for potential impact of the CSM upon the proposed snowmobile trail.

***WWU Response: The Milwaukee County Parks were contacted and indicated they may be interested in shifting a proposed trail from the west side of 60th street to the east side which could possibly impact the site. The Rolling Dice Riders snowmobile club was also contacted and indicated they may also pursue a snowmobile trail on the subject property. No changes to the CSM will be made at this time due to the uncertainty of the location and timing of the proposed trail(s).***

12. Staff recommends that a time extension be granted in regard to the review of the subject CSM so that simultaneous review of the associated rezoning, site plan, and comprehensive master plan amendment may occur. Please be aware that absent such simultaneous reviews, it is possible that changes to the rezoning, site plan, and/or comprehensive master plan may necessitate changes to the CSM.

***WWU Response: We understand and agree with the proposed extension.***

13. Staff recommends that a Consent of Corporate Mortgagee page be included with the CSM. If there is no mortgage for the subject property, the page may be stamped "NONE".

***WWU Response: There will be no mortgage for the property, but a page was added to the CSM and stamped "NONE" as recommended.***

Below are responses to the Comprehensive Master Plan Amendment, Rezoning, and Site Plan comments received from the City of Franklin Development Staff dated January 2, 2019.

**Unified Development Ordinance (UDO) requirements**

**Rezoning**

1. Per UDO § 15-9.0203, please provide a "Rezoning Exhibit" that illustrates the site boundaries, future recreational trail, boundaries for proposed Lots 1-4, and label the current and proposed zoning district on each of the proposed lots.

***WWU Response: Drawing SP-1 Overall Site Plan includes site boundaries, proposed Lots 1-4 boundaries and current and proposed zoning districts (in table Site Plan Land Development Requirements). The Milwaukee County Parks and The Rolling Dice Riders snowmobile club were contacted and indicated they may be interested in a proposed trail. No changes to the SP-1 will be made at this time due to the uncertainty of the location and timing of the proposed trail(s).***

Site Plan

2. Per UDO § 15-7.0103, please provide the following information on the Proposed Site Development Plan:
- B. **Owner &/or Developer's Name and Address.** Owner's and/or developer's name and address noted on site plan. -- Waukesha Water Utility's address should be added to site plan.

***WWU Response: Owners name and address has been added to the proposed site plan along with the City of Waukesha as a potential future owner.***

- D. **Date.** Date of Site Plan submittal with all dates of revision. -- October 2019 is noted on Site Plan -- We will need a precise submittal date for revised submittal.

***WWU Response: Submittal dates have been added to the drawings.***

- G. **Soils Data.** The characteristics and types of soils related to contemplated specific uses. Soil borings may be required by the City Engineer, Zoning Administrator, and/or Plan Commission.

***WWU Response: Geotechnical investigations were completed at the site previously. Soil boring information can be provided if requested.***

- N. **North Arrow.** North arrow. -- North arrow needed on Sheet SP-2.

***WWU Response: North arrow is on this drawing in the upper right-hand corner.***

- BB. **Financial Plan for Project Implementation to be provided.** A financial plan for project implementation, acceptable to the Plan Commission. -- Only general total cost information is provided in project summary. Please provide a financial plan for project implementation.

***WWU Response: The construction of the Outfall Facilities, along with the Return Flow Pipeline, will be paid for by WWU. The costs of the project will be paid by a combination of WWU's capital funds and low-interest loans from Clean Water Fund through the Wisconsin Department of Natural Resources.***

- DD. Please show building dimensions on Site Plan.

***WWU Response: Building dimensions have been added to the Site Plan (drawing SP-1).***

- DD. Please show parking lot and driveway dimensions on Site Plan

***WWU Response: Parking lot and driveway dimensions are shown on drawing SP-2 .***

3. I-1 Zoning District standards, UDO requirements listed on site plan are all met except:
- A. Minimum Landscape Surface Ratio (LSR): The UDO requires a minimum of LSR of 0.40 in the I-1 zoning district, but Sheet SP-2 lists the proposed LSR as 0.05. Please recalculate the Landscape Surface Ratio by dividing the area of landscaped surface by the base site area. (The proposed site plan appears to meet the 0.40 LSR requirement.)

***WWU Response: The landscape Surface Ratio has been recalculated and the table has been updated.***

Natural Resource Protection Plan

4. On the Natural Resource Protection Plan (NRPP), please include the individual's name that performed the wetland delineations in addition to the company's name.

***WWU Response: The individual's name and company who performed the wetland delineation has been added to the NRPP.***

5. Per UDO Division 15-4.0100, please measure and graphically indicate the following on the Natural Resource Protection Plan (NRPP):
- B. Steep slopes. If no steep slopes are present on the subject property, please indicate that none are present.

***WWU Response: There are no steep slopes present on the property and a note that none are present has been added.***

- C. Woodlands and forests (mature and young). If no such features are present on the subject property, please indicate that none are present.

***WWU Response: There are no mature or young woodlands and forests present on the property and a note that none are present has been added.***

- D. Lakes and ponds. If no such features are present on the subject property, please indicate that none are present.

***WWU Response: There are no lakes or ponds present on the property and a note that none are present has been added.***

- E. Streams. Please provide the area of the Root River in square feet and acres.

***WWU Response: The area of the Root River in square feet and acres has been added to the legend on NRPP-1.***

- F. Wetlands Buffers. Please provide the area of Wetlands Buffers in square feet and acres.

***WWU Response: The area of the wetland buffers in square feet and acres has been added to the legend on NRPP-1.***

- G. Wetlands and Shoreland Wetlands. Please provide the area of Wetlands and Shoreland Wetlands in square feet and acres.

***WWU Response: The area of wetlands and shoreland wetlands in square feet and acres has been added to the legend on NRPP-1.***

6. Provide a topographic drawing on which steep slopes are measured and graphically indicated.

***WWU Response: Existing grading on SP-2 is shown and a note no steep slopes are present was added.***

7. Please be aware that according to footnote (b) of Table 15-4.0100, which states that natural resource protection standards shall not be applicable to essential services and their associated easements (as defined in Section 15-11.0103 of this Ordinance); however, areas of disturbance of natural resource features to provide for said essential services shall be restored to the restoration standards of Section 15-4.0102I.

***WWU Response: The disturbed areas will be restored after construction as noted.***

8. Please complete the Worksheet for the Calculation of Site Intensity and Capacity for \*Nonresidential\* Development (Table 15-3.0505). Use the regulations for the I-1 district, not the R-2. (The applicant has completed Residential version of the table in error.)

***WWU Response: A revised Worksheet for the Calculation of Site Intensity and Capacity for \*Nonresidential\* Development has been completed and is included with the revised documents.***

9. On the “Worksheet for the Calculation of Natural Resource Protection Land,” please provide the number of acres of land in streams and shore buffers present on the subject property.

***WWU Response: The streams and shoreland buffers present on the property have been added to the Worksheet for the Calculation of Natural Resource Protection Land.***

10. In the Natural Resources Protection Plan Technical Memorandum, “steep slopes” appears on both the list of present regulated natural resources and the list of absent regulated natural resources (see Section 3). Please correct this.

***WWU Response: The correction has been made and will be submitted with the revised documents.***

11. Attached is conservation easement template.

***WWU Response: The conservation easement has been completed and will be submitted with the revised documents and will be fully signed after review.***

Parking

12. Driveways shall be at least 24 feet wide, per UDO 15-5.0202A.

***WWU Response: WWU has submitted a request of waiver of this requirement based on the minimal use of the driveway. This facility will be unmanned and monitored remotely. Access to the site by City of Waukesha staff will be minimal and is anticipated to be approximately once per month by a single WWU truck. In order to minimize impacts to the site, a waiver for a driveway less than 24-feet wide will be requested.***

13. One ADA space is required per Table 15-5.0202(I)(1) of the UDO. Please label one ADA accessible parking spaces on the site plan. Also note that the UDO requires a minimum 13-foot width for ADA parking spaces.

***WWU Response: The WWU would like to request a waiver of this requirement. Access to the site by only be by City of Waukesha staff to service equipment. No public is allowed on site. The 2015 IBC, Chapter 11: Accessibility, paragraph 1103.2.9 Equipment Spaces state: "Spaces frequented by service personnel for maintenance, repair or occasional monitoring of equipment are not required to comply with this Chapter". The Wisconsin Commercial Building Code or the City of Franklin UDO does not amend the IBC paragraph 1103.2.9.***

14. Concrete curb and gutter shall be installed surrounding the driveway and parking lot, per UDO 15-5.0202D. It is noted that This provision may be waived by the Plan Commission for additions to existing structures located in areas without a predominance of curb and gutter when curb and gutter is not installed on the adjacent street right-of-way, or is not anticipated to be constructed on the street right-of-way in a future street reconstruction in a reasonable period of time." (per UDO 15-5.0202D).

Are you requesting to waive this requirement? Please confirm.

***WWU Response: Yes, the WWU would like to request a waiver of this requirement. There are no curb and gutter on the adjacent Oakwood Drive.***

15. Only passenger automobiles, panel trucks, vans or pick-up trucks, each individually not exceeding 8,000 pounds manufactured Gross Vehicle Weight, may be parked onsite, per UDO 15-5.0202G.

***WWU Response: No Passenger automobiles, panel trucks, vans or pick-up trucks, each individually exceeding 8,000 pounds will be allowed onsite.***

16. Minimum width of off-street parking rows and aisles must meet the requirements of Table 15-5.0204. Increasing driveway width to 24 feet will help with this.

***WWU Response: The minimum off-street parking meets the requirements of Table 15-5.0204.***

Landscaping

17. Please provide a 30' wide landscape bufferyard along proposed zoning district boundaries per UDO 15-5.0302C., 15-5.0109, 15-7.0301, and 15-7.0702P. All screening and plant material shall be a minimum of six feet in height at the time of installation.

***WWU Response: A 30 feet wide landscape bufferyard has been added to the CSM and Drawing L800. The plantings will be a minimum of six feet in height at the time of installation. The plantings have not been located within the bufferyard area for the following reasons:***

- ***Provides better screening of the building and parking area from Oakwood Drive and neighbors.***
- ***Minimize construction impacts to the site.***
- ***The quantity of plantings meets or exceeds the requirements of UDO***

***See Drawing L800 for the landscape plan.***

18. Staff recommends additional trees species be provided to comply with UDO minimum landscaping standards (15-5.0302 F). For site with 12-20 trees plantings, a minimum of 4 trees of each species is required. The landscaping plan meets this requirement for shrubs and herbaceous plantings, but not for tree species.

***Waukesha Water Utility Response: See Landscape Requirements table on drawing L800. The site has at least 4 trees of each type.***

19. Is irrigation provided? The UDO requires permanent, on-site irrigation (underground or drip irrigation, hose bibs, etc.) per Section 15-5.0303 of the UDO. If hose bibs are used, they must be located within 100 feet of any landscaped area.

***WWU Response: The WWU requests a waiver of this requirement. There is no city water at this site and is not required for the purpose of WWU.***

20. Please note a two-year planting guaranty on the Landscape Plan for compliance with Section 15-5.0303 G.3. of the UDO.

***WWU Response: A two-year planting guaranty is included in the specifications, and a note has been added to the drawing.***

21. Attached is landscape bufferyard easement template

***WWU Response: The landscape bufferyard easement has been completed with the exception of City of Franklin required resolution information and will be submitted with the revised documents and will be executed after review.***

#### Lighting Plan

22. Lighting Plan meets all requirements for luminaires with angle less than 90 degrees.

***WWU Response: Noted***

#### Architecture

23. Please provide specific names of colors of proposed building materials on building elevations (particularly for burnished block, roof, and louvers). Visible sloped roofs must be neutral in color, such as gray, black, or dark brown, per UDO 15-3.0355B.4.f. The colors depicted on the 3D rendering appear to meet requirements for building materials and colors described in UDO 15-3.0355B.3.

***WWU Response: Specific names and colors of the building materials has been added to building elevations on Drawing SP-4.***

#### Additional City Development comments

##### Comprehensive Master Plan Amendment

24. Please provide an exhibit labeled “Comprehensive Master Plan Amendment Exhibit” that illustrates the site boundaries, future recreational trail, boundaries for proposed Lots 1-4, and label the current and proposed future land use designations on each of the proposed lots.

***WWU Response: An exhibit labeled “Comprehensive Master Plan Amendment Exhibit” has been prepared including site and lot boundaries and current and proposed future land use. The Milwaukee County Parks and The Rolling Dice Riders snowmobile club were contacted and indicated they may be interested in a proposed trail. No changes to the Exhibit will be made at this time due to the uncertainty of the location and timing of the proposed trail(s).***

#### Architecture

25. Please consider the following comments and recommendations related to the architecture of the building:
1. Add corner features to the building, particularly where the building is viewed from the public right-of-way.

***WWU Response: Gutters and fascia provided at roofline. See notes on drawing SP-4 Reaeration Building Rendering.***

2. Add decorative molding at roofline.

***WWU Response: Gutters and fascia provided at roofline. See notes on drawing SP-4 Reaeration Building Rendering.***

3. Add window treatments throughout.

***WWU Response: There are no windows on this building, only louvers.***

#### Sign Plan

26. Is any signage proposed? If so, staff recommends submittal of sign details, such as the location and base material for approval as part of the Site Plan Application. Please also be aware that a Sign Permit will be required for any proposed sign, prior to installation. Please contact the





Building Inspection Department at 414-425-0084 regarding the approval process and any required application.

***WWU Response: There will be no signage for the site or building.***

**Engineering Department Comments**

27. The proposed certified survey map is still in the process of review. The Engineering Department has no comments on the Rezoning, Site Plan Amendment and Comprehensive Master Plan Amendment.

***WWU Response: Noted.***

28. Note: The Engineering Department will still need to review the engineering aspects of the entire site. Engineering may need to require additional information to complete the review.

***WWU Response: Noted.***

29. On page 1 of 5; Add the note "LOT 1, 2, 3 & 4 IS NOT SERVED BY PUBLIC SANITARY SEWER AND WATER"

***WWU Response: Note has been added on page 1 of the CSM.***

30. On page 5 of 5; Under Common Council Approval – insert the word "Dedication". It should be written "Approved and dedication accepted by the ....." (see attached). The Mayor's name should be changed to Stephen Olson.

***WWU Response: Change has been made under Common Council Approval and Mayor's name changed to Stephan Olson on the CSM.***

If you have any questions or concerns, please feel free to contact me at (920) 912-7530 or at [Andrew.schrank@jacobs.com](mailto:Andrew.schrank@jacobs.com)

Yours very truly,

Andrew G. Schrank, P.E.  
Project Manager

Encl. (1): Documents listed above

C: Daniel Ducniak/WWU

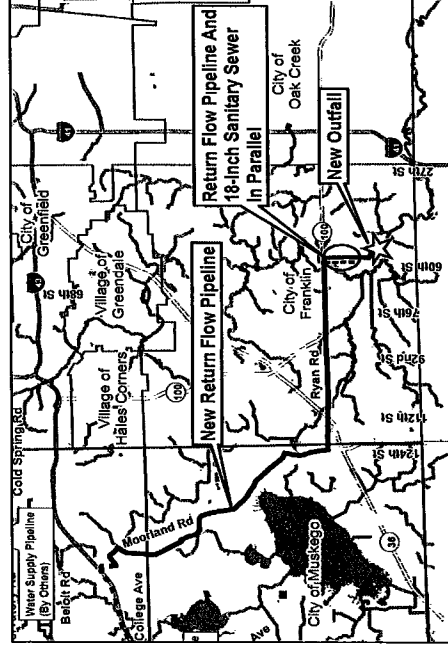


Catharine Richardson/Greeley and Hansen  
File

# WAUKESHA WATER UTILITY GREAT LAKES WATER SUPPLY PROGRAM

## PERMIT DRAWINGS:

## CITY OF FRANKLIN SITE PLAN APPLICATION OUTFALL FACILITIES



VICINITY MAP  
NOT TO SCALE

## INDEX TO DRAWINGS

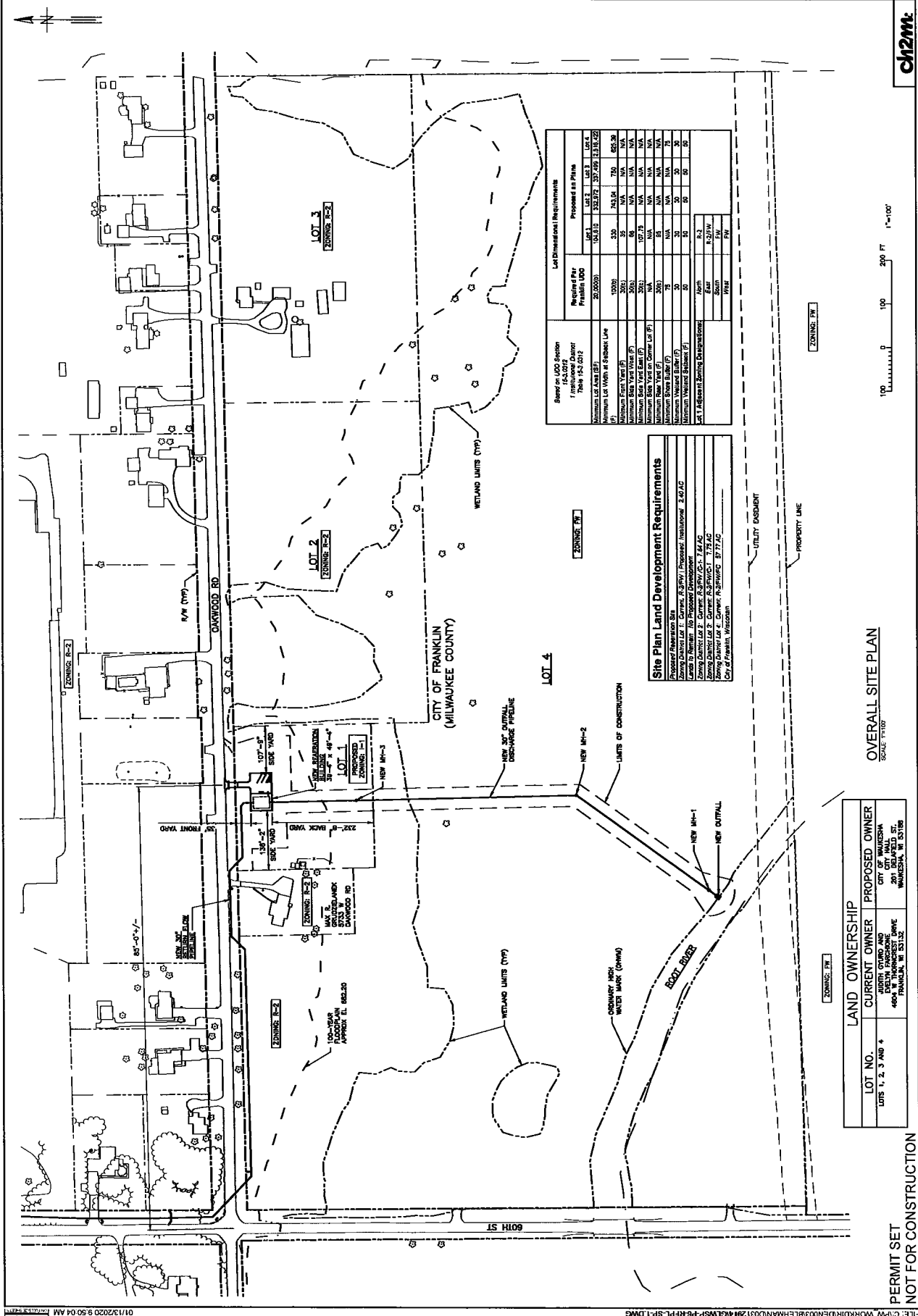
SHEET NUMBER	DRAWING NUMBER	TITLE
1	SP-1	OVERALL SITE PLAN
2	SP-2	SITE PLAN - NORTH
3	SP-3	SITE PLAN LIGHTING
4	SP-4	RECREATION BUILDING RENDERING
5	SP-5	RECREATION BUILDING SITE RENDERING
6	C801	SITE GRADING AND EROSION CONTROL PLAN - NORTH
7	C802	SITE GRADING AND EROSION CONTROL PLAN - SOUTH
8	C805	CIVIL DETAILS SECTIONS AND ELEVATION
9	L800	SITE LANDSCAPING PLAN - NORTH
10	L801	SITE LANDSCAPING PLAN - SOUTH
11	L802	LANDSCAPING SCHEDULES AND STANDARD DETAILS
12	E801	ELECTRICAL SITE PLAN
13	NRPP-1	OVERALL NATURAL RESOURCE PROTECTION PLAN
14	NRPP-2	NATURAL RESOURCE PROTECTION PLAN - NORTH
15	NRPP-3	NATURAL RESOURCE PROTECTION PLAN - SOUTH
16	NRPP-4	COMPREHENSIVE MASTER PLAN AMENDMENT EXHIBIT
17	A800	RECREATION BUILDING PLAN SECTION AND ELEVATIONS

JANUARY 10, 2020

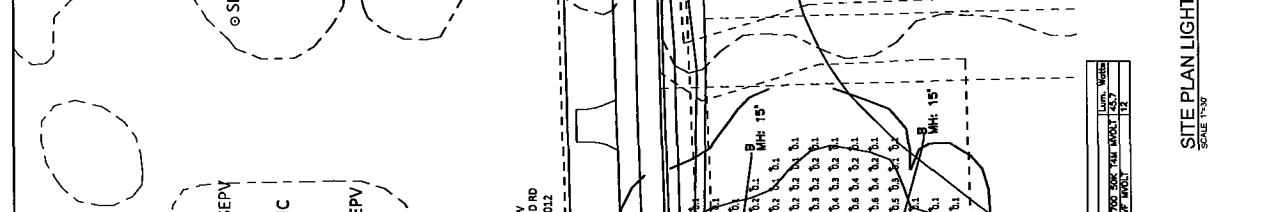
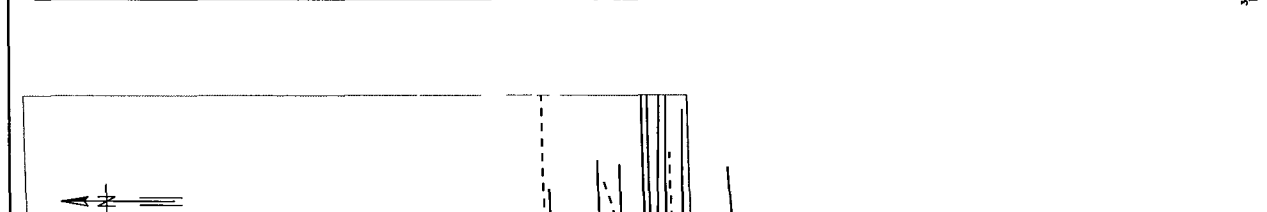


741 N GRAND AVE SUITE 308  
WAUKESHA, WI 53186

ch2m







GREAT WATER ALLIANCE		CONTRACT PACKAGE 6: RETURN FLOW PIPELINE, REGENERATION BUILDING AND OUTFALL		18-INCH SANITARY SEWER, AND OUTFALL FACILITIES		REGENERATION BUILDING RENDERING	
Waukesha Water Utility		Greeley and Hansen		741 N GRAND AVENUE SUITE 300 WAUKESHA, WI 53190		NO DATE APP'D	
REVISION		NO DATE APP'D		NO DATE APP'D		NO DATE APP'D	

EAST ELEVATION  
1/4"=1'-0"

WEST ELEVATION  
1/4"=1'-0"

NORTH ELEVATION  
1/4"=1'-0"

SOUTH ELEVATION  
1/4"=1'-0"

MATERIAL COLORS	
ITEM	COLOR
LOWERS	GRAY ALUMINUM
DOORS	GRAY ALUMINUM
WALLS	RED OXFORD-BLACK
ROOF, EUTERS, DOWNSPOUTS AND FASCIA	WHITE

PERMIT SET  
NOT FOR CONSTRUCTION

ch2m

1/4"=1'-0"

**PERMIT SET  
NOT FOR CONSTRUCTION**

**NOT TO SCALE**

**ch2m:**

SP-5

SHEET 5 OF 7 REV 0

SEAL AFFIXED  
MONTH DAY YEAR

JANUARY 10, 1997

**JOB NO. 15310**

DESIGN AG

APPRV

SCALE: NO:

## DRAWING

**APPROVED**



**GREAT WATER ALLIANCE™**



Waukesha Water Utility  
2500 W. Wisconsin Ave., Ste. 200  
Waukesha, WI 53181-4000  
Phone: 262.781.2000  
Fax: 262.781.2001  
www.waukeshawater.com


**GREELEY AND HANSEN**

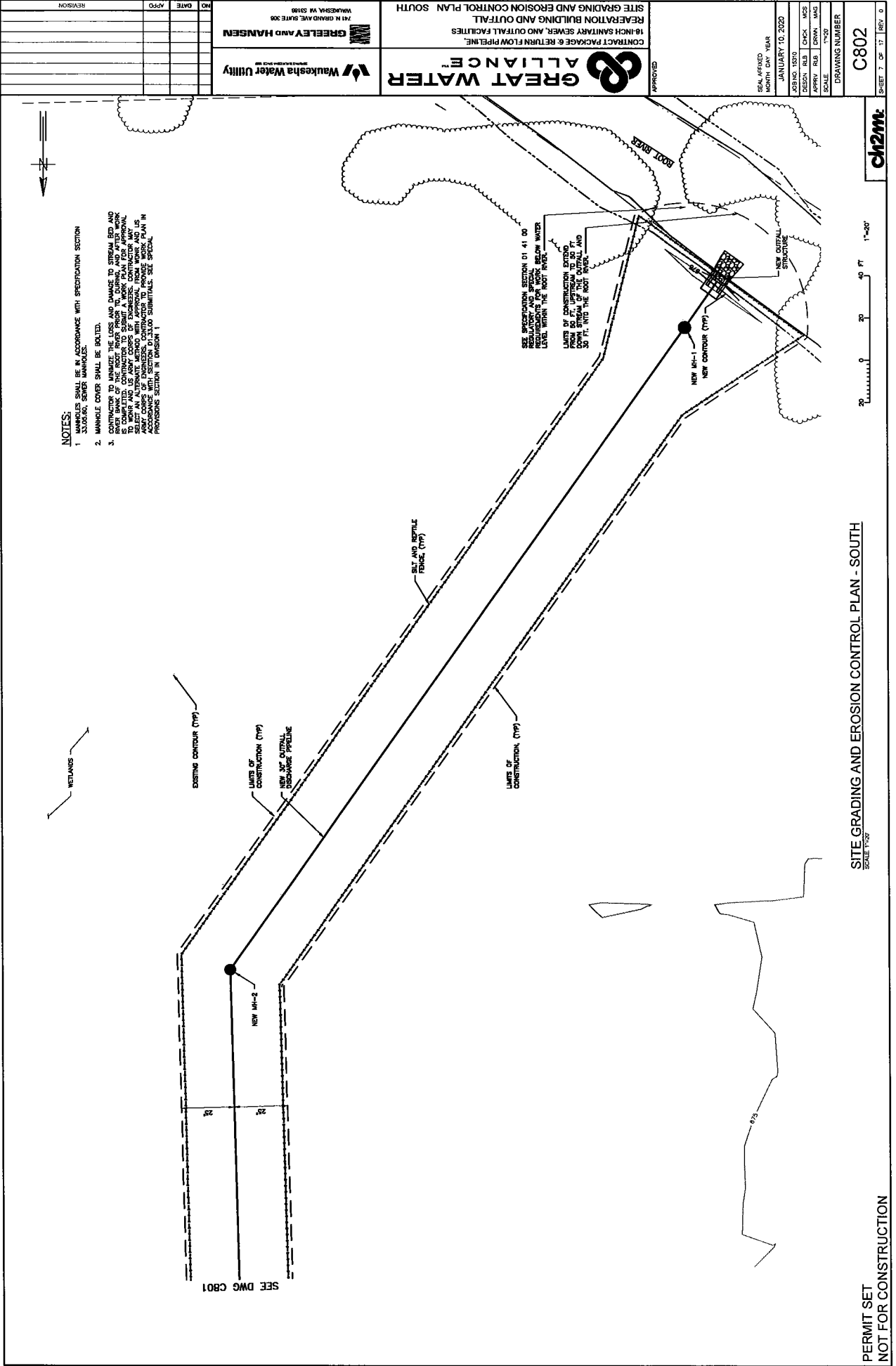
00165 PA VHSEDMTYP4

18-INCH SANITARY SEWER, AND OUTFALL FACILITIES  
REARERATION BUILDING AND OUTFALL  
REARERATION BUILDING SITE RENDERING

[illegible]







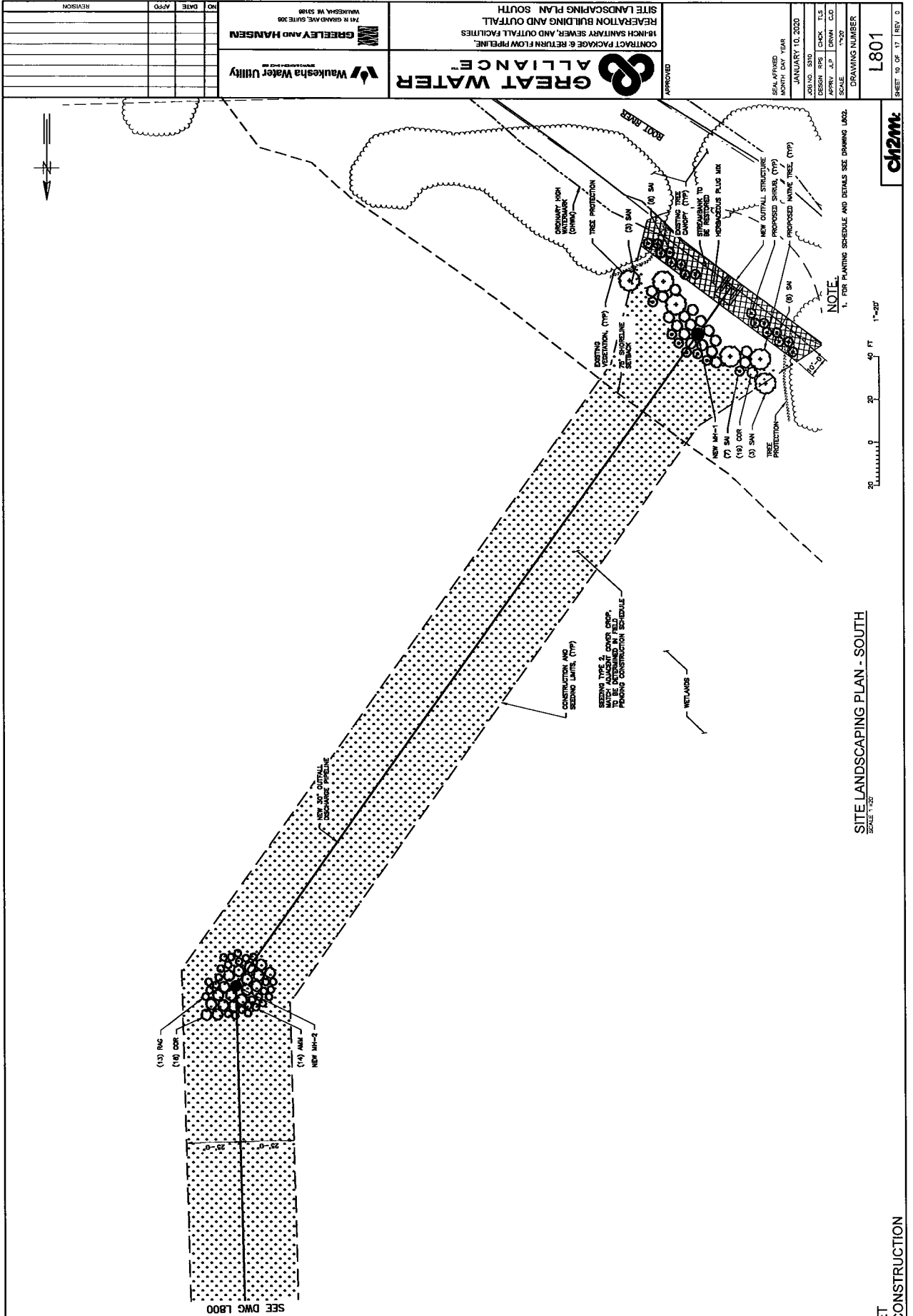
REVISION		NO.		DATE		APPROVED	

Waukesha Water Utility		GREAT WATER ALLIANCE	
741 N GRAND AVE, SUITE 200 WAUKESHA, WI 53180		CONTRACT PACKAGE 6: RETURN FLOW PIPELINE, REPAIRATION BUILDING, AND OUTFALL FACILITIES SITE GRADING AND EROSION CONTROL PLAN - SOUTH	
Greeley and Hansen		APPROVED	

SAL OFFICES JANUARY 10, 2020		C802	
JOB NO. 1570		DRAWING NUMBER	
DESIGN: RLS		CHECK: MGS	
APPROV: RLS		DRAWN: MGS	
SCALE: 1"=20'		SHEET: 2 OF 13 REV: 0	

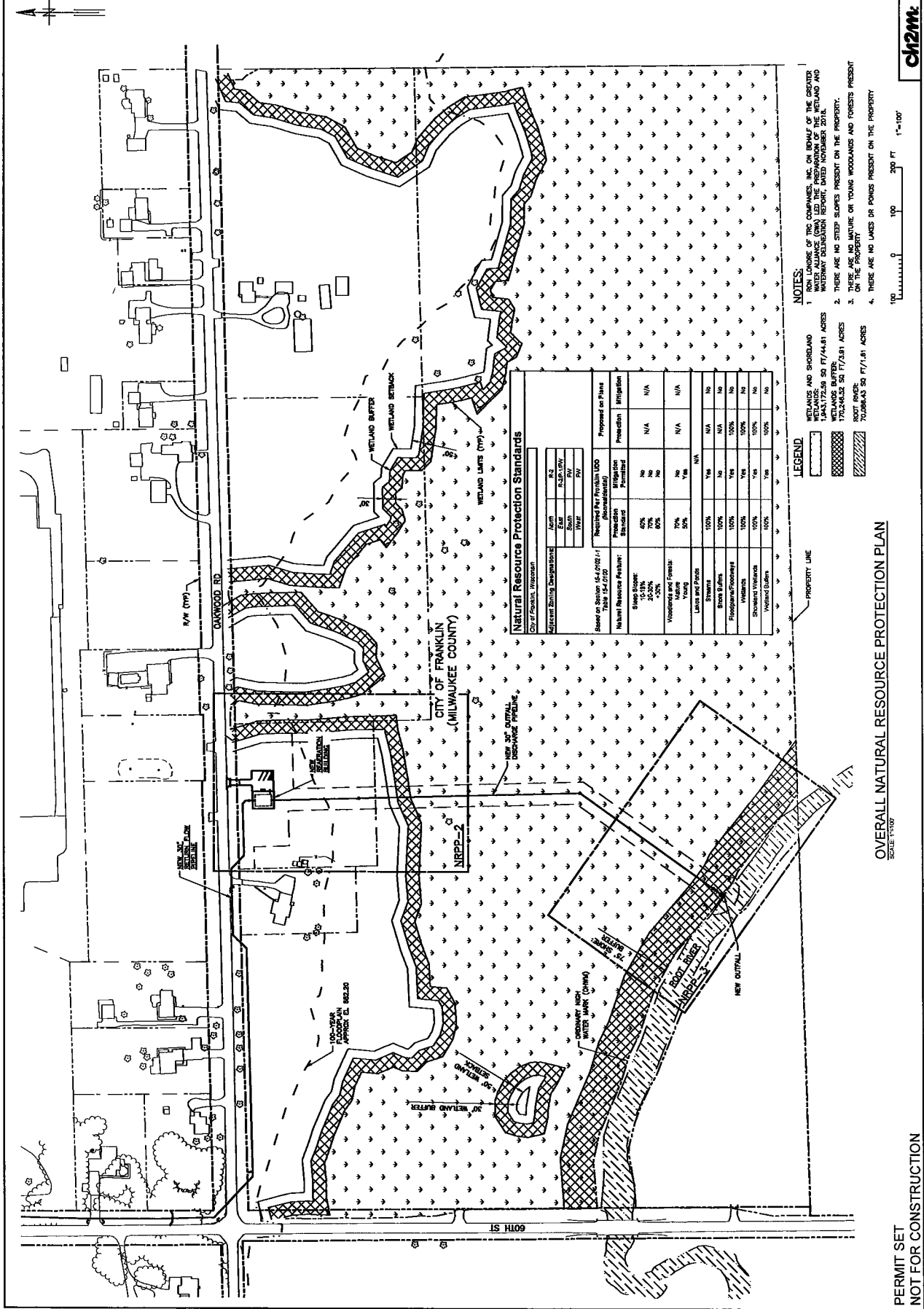




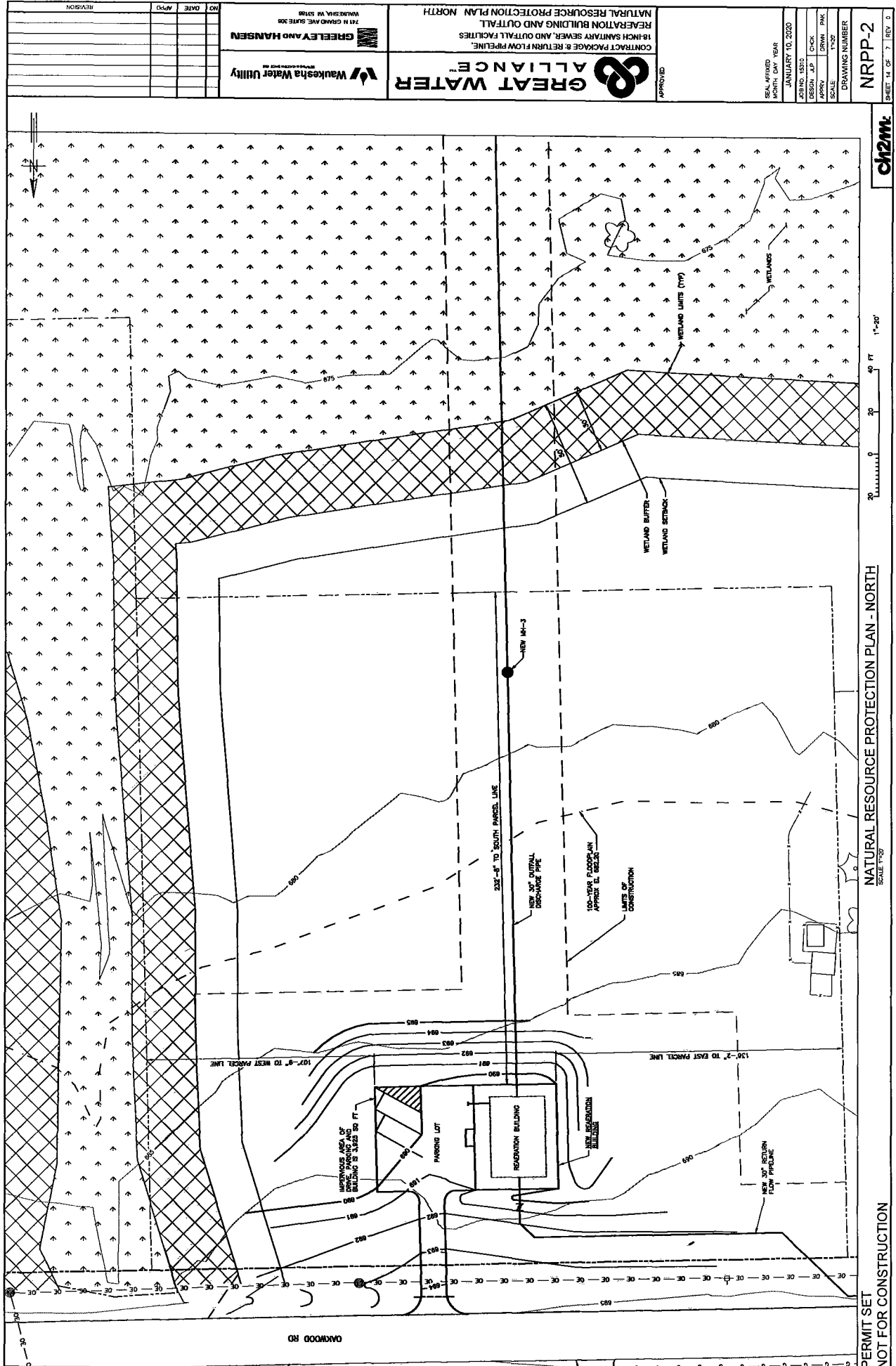


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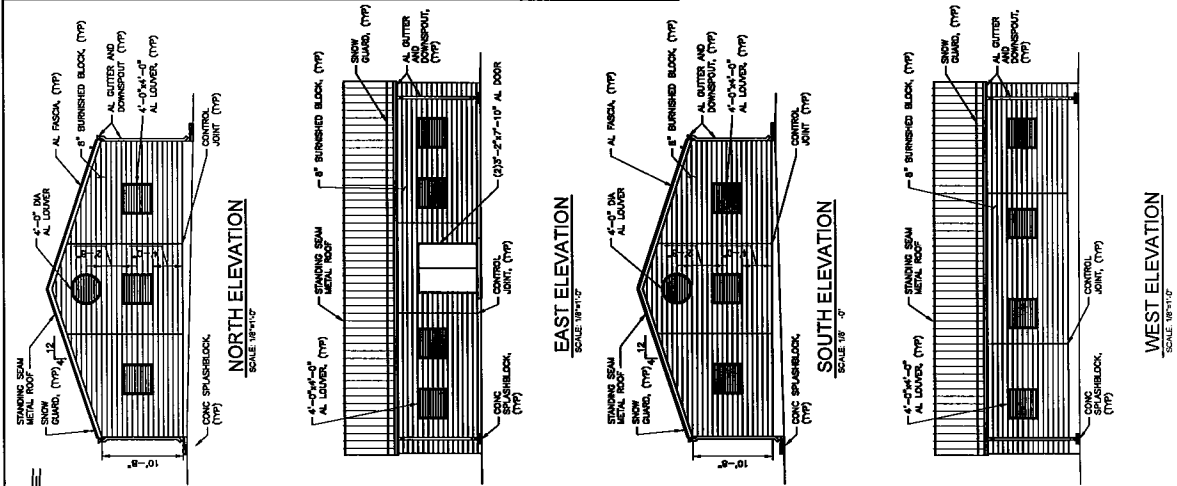
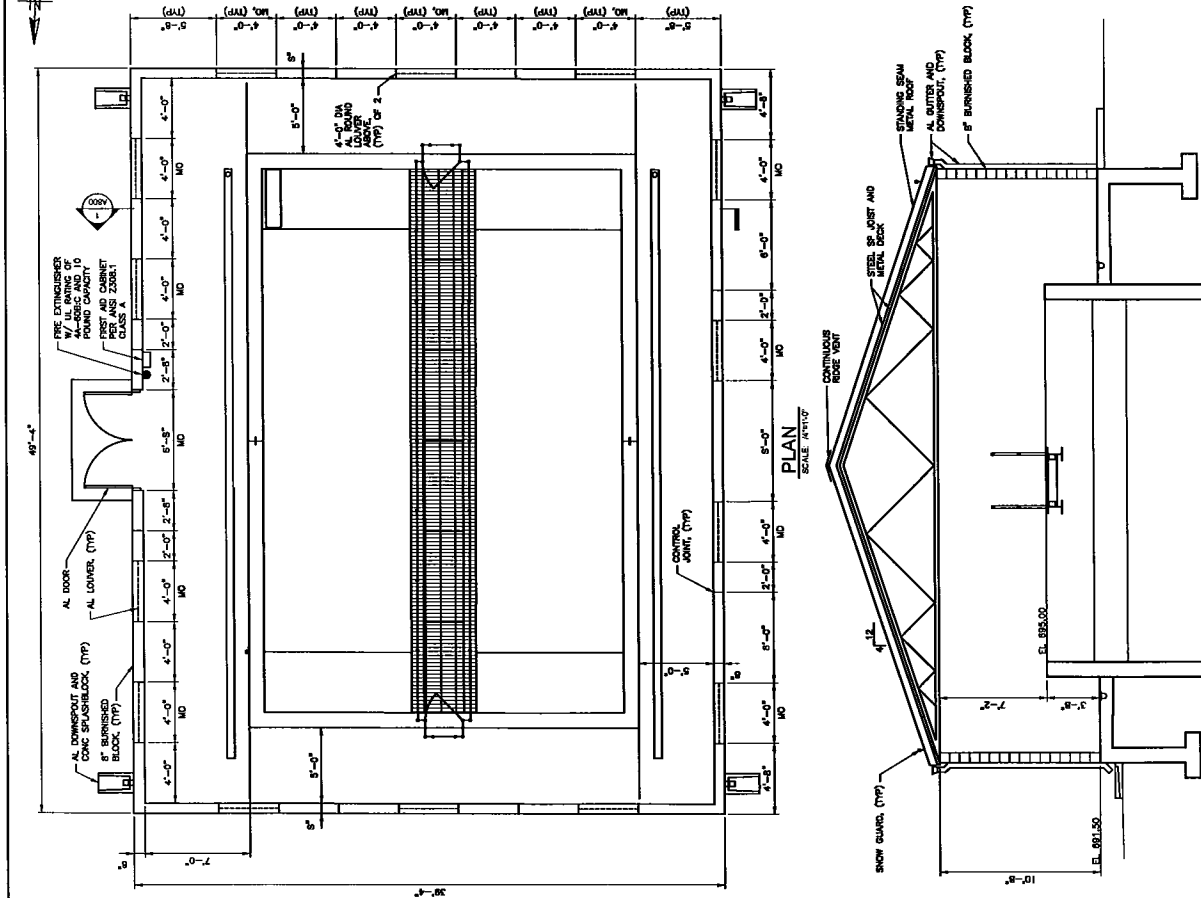




GREAT WATER ALLIANCE™		CONTRACT PACKAGE B: RETURN FLOW PIPELINE		SEAL AFFIXED MONTH, DAY, YEAR JANUARY 10, 2020	
Waukesha Water Utility		RECREATION BUILDING AND OUTFALL FACILITIES		DESIGN: JLP	
Greeley and Hansen		NATURAL RESOURCE PROTECTION PLAN - NORTH		CHECK: JLP	
701 N GRAND AVE. SUITE 200		18 INCH SANITARY SEWER, AND OUTFALL FACILITIES		APPROV: JLP	
WAUKESHA, WI 53188				DRAWN: PAK	
				SCALE: 1"=20'	
				DRAWING NUMBER	
				NRPP-2	
				SHEET 14 OF 7	
				REV: 0	







<b>BUILDING CODE</b>		2015 INTERNATIONAL BUILDING CODE MODIFIES THE 2015 INTERNATIONAL BUILDING CODE (IBC)	
<b>BUILDING NAME</b>		RECREATION STRUCTURE	
<b>USE AND OCCUPANCY CLASSIFICATION AND TYPE OF CONSTRUCTION.</b>		USE AND OCCUPANCY CLASS (IBC CHAPTER 3): F-2, LOW-HAZARD FACTORY; TYPE OF CONSTRUCTION (IBC CHAPTER 6): TYPE IIA TYPE OF CONSTRUCTION (IBC CHAPTER 6): UNPROTECTED	
<b>USE AND OCCUPANCY CLASSIFICATION AND TYPE OF CONSTRUCTION.</b>		USES AND HEIGHT LIMITS (ANSI): TABULAR AREA (AM) (BC TABLE 509.2): 21,000 SF FRONTAGE INCREASE (IN) (BC 509.3): 75% MAX ALLOWABLE EXPOSED SURFACE AREA (AM) (BC 509.3): 42,150 SF ACTUAL AREA PER FLOOR: 1,810 SF MAXIMUM ALLOWABLE STORES (BC TABLE 509.2): 3 STORES MAXIMUM ALLOWABLE HEIGHT (BC TABLE 509.3): 53 FEET ACTUAL HEIGHT: 15.8 FEET	
<b>EXCESS REQUIREMENTS:</b>		EXCESS REQUIREMENTS: ACTUAL OCCUPANT LOAD (BC 1004.1): 1 OCCUPANTS ACTUAL OCCUPANT LOAD: 0 OCCUPANTS MINIMUM EXCESS WIDTH (BC 1013 AND 1024.2): 5 FEET COMMON PATH TRAVEL (BC TABLE 1008.3.2.1): 0 FEET REQUIRED ENTRY (BC 1004.3): 0 FEET REQUIRED ENTRY (BC 1004.3): 0 FEET	
<b>MINIMUM BUILDING FEATURES (BC TABLE 2003.1):</b>		MINIMUM BUILDING FEATURES (BC TABLE 2003.1): TRAVEL DISTANCE EXCEPTION (LOCAL FACILITY): BUILDING IS UNOCCUPIED AND HAS NO HEAT NOT PROVIDED (BC 2002.2.2.1):	
<b>REQUIRED FIRE RESISTANT RATINGS</b>		BUILDING ELEMENTS HOURLY FIRE RATING (BC TABLE 601): PRIMARY STRUCTURAL FRAME: 0 HOUR INTERIOR PARTITION WALLS: 0 HOUR INTERIOR EXTERIOR WALLS: 0 HOUR INTERIOR NON-BEARING WALLS: 0 HOUR FLOOR CONSTRUCTION: 0 HOUR FLOOR PROTECTION ON: 0 HOUR AUTOMATIC SPRINKLER SYSTEM (BC 903): NOT REQUIRED AND NOT PROVIDED FIRE EXTINGUISHERS (BC 906): PROVIDED FIRE ALARMS (BC 907): NOT REQUIRED AND NOT PROVIDED	
<b>ACCESSIBILITY REQUIREMENTS:</b>		ACCESSIBILITY REQUIREMENTS: MECHANICAL BUILDINGS NOT REQUIRED TO BE ACCESSIBLE	

REC'D CITY OF FRANKLIN  
2020 FEB 4 PM 6:27 slw

I, Tom M. Bishop, personally circulated the Protest Petition by resident's that touch the rezoning property (hereafter referred to as Protest Petition) pertaining to the property at 5207 West Oakwood Road, Tax Key #: 948-9998-001. I personally obtained each of the signatures on page one of this Protest Petition from the property owners adjacent to the property listed at 5207 W. Oakwood Road. I know each of the persons signing the petition are the property owners. I know that each person who signed the Protest Petition did so with the full knowledge and understanding of what the Protest Petition is about. Therefore, we are requesting a super majority approval by the Franklin Common Council on Tuesday, Feb. 4, 2020.



Tom M. Bishop

2/4/2020

Date

Sandra L. Wesolowski

Notary Public

Milwaukee County, Wisconsin  
My Commission expires 5/16/2021

02/04/2020

Date




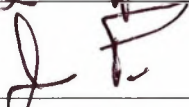
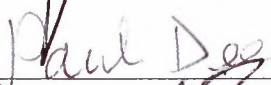
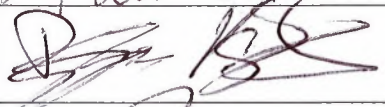
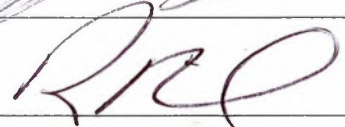
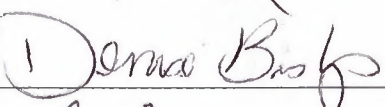
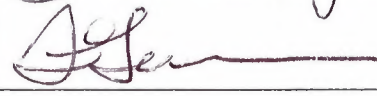
Page two

**Protest Petition by resident's properties that touch the rezoning**

5207 West Oakwood Road

Franklin, WI 53132

Tax Key #: 948-9998-001

NAME	ADDRESS	SIGNATURE
Tom m Bishop	5230 W. Oakwood	
JACK PATRICK	5012 W OAKWOOD	
Paul Dee	5324 W. OAKWOOD RD.	
Ignacio Vasquez	5200 W. Oakwood RD.	
Russell Rivard	5120 W OAKWOOD Rd	
Deoise m Bishop	5230 W. Oakwood <sup>RED</sup>	
Flower Lewis	5550 W Oakwood	

Property owners submit this protest petition against the proposed land rezoning change and majority approval by the Franklin Common Council.

15-9.0209

PARCEL_ID	OWNER_NAME1	OWNER_NAME2	OMAIL_STRE	OMAIL_ST_1	OMAIL_CITY	OMAIL_STAT	OMAIL_ZIP
931 9998 001	FRANKLIN, CITY OF		9229 W LOOMIS RD		FRANKLIN	WI	53132
949 9998 002	FRATRICK RONALD J & LOIS E LLC		4933 W OAKWOOD RD		FRANKLIN	WI	53132
948 9998 002	GRUDZIELANEK, MAX R		5733 W OAKWOOD RD		FRANKLIN	WI	53132
949 9999 000	STUDEBAKER JOHN P & KATHRYN L		5025 W OAKWOOD RD		FRANKLIN	WI	53132
931 9994 000	RAMSEY HOUSE LLC		10161 7 MILE RD		FRANKSVILLE	WI	53126
948 9999 001	MILWAUKEE COUNTY DEPT OF PARKS, REC & CULTURE		9480 W WATERTOWN PLANK RD		WAUWATOSA	WI	53226
948 9998 001	GYURO, JUDITH	FARCHIONE, EVELYN	4604 W THORNCREST DR		FRANKLIN	WI	53132
931 9991 002	RIVARD, HEATHER S & RUSSELL H ✓		5120 W OAKWOOD RD		FRANKLIN	WI	53132
931 9993 000	VASQUEZ, IGNACIO ✓		5200 W OAKWOOD RD		FRANKLIN	WI	53132
930 9999 000	PATRENETS, JOHN F & MARIANNE ✓		5012 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 013	KOEHLER, CHARLES R		901 W RYAN RD		OAK CREEK	WI	53154
932 9999 000	THE RAYMOND J AND CAROL C HOLTERMAN JOINT REV TRUST OF MAY 24, 2016		10267 S 60TH ST		FRANKLIN	WI	53132
931 9991 003	BISHOP, TOM & DENISE ✓		5230 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 016	KERSKI, BRIAN R & JODIE ANN JT REVOC LIVING TRUST		5720 W OAKWOOD RD		FRANKLIN	WI	53132
980 9998 000	MILWAUKEE COUNTY DEPT OF PARKS, REC & CULTURE		9480 W WATERTOWN PLANK RD		WAUWATOSA	WI	53226
947 9998 000	MILWAUKEE COUNTY DEPT OF PARKS, REC & CULTURE		9480 W WATERTOWN PLANK RD		WAUWATOSA	WI	53226
931 9995 000	KRUEGER, MARISA L	TYLER, ELIZABETH R	5316 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 012	BAKALAR, SHAWN	LEWIS, FLOWER M ✓	5550 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 015	ANDERSEN, JOHN E & LISA L ✓		5700 W OAKWOOD RD		FRANKLIN	WI	53132
931 9999 000	DEE, PAUL	MCCALL-DEE KAREN	5324 W OAKWOOD RD		FRANKLIN	WI	53132
931 9997 011	ANDERSON, JOHN E & LISA		9880 S 13TH ST		OAK CREEK	WI	53154

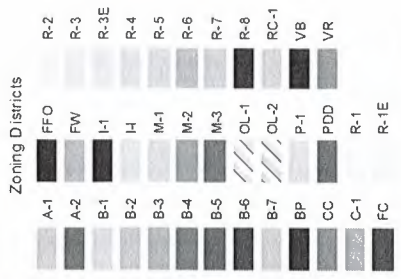
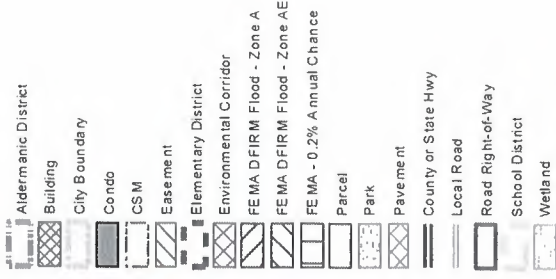
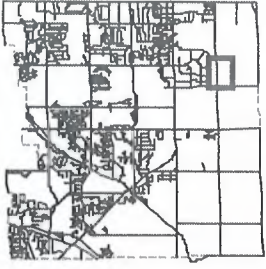


For ArcMap. convenience use  
Franklin Public Property Viewer

175' from the property line.

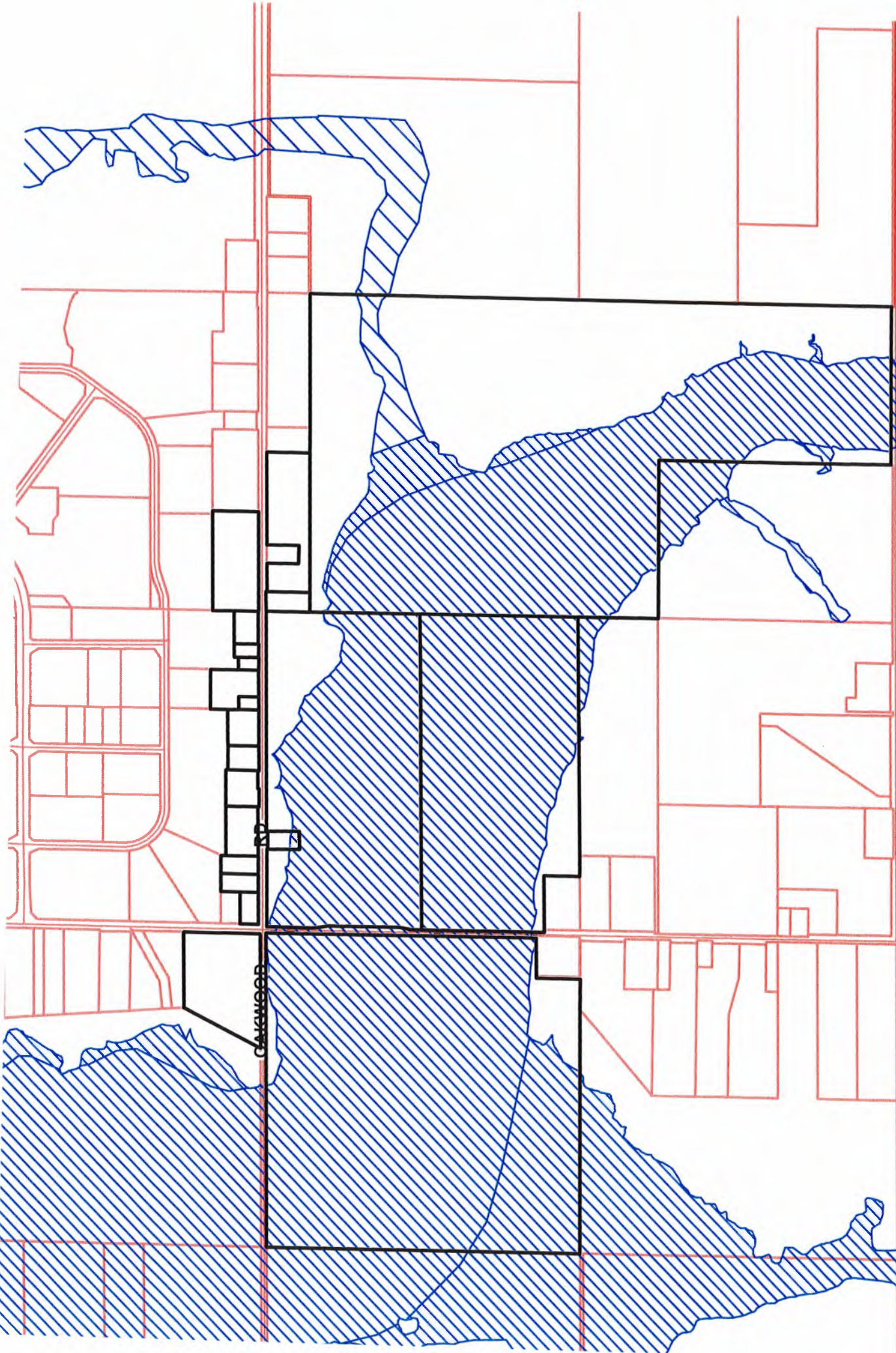


Overview Map



Legend includes all layers even if they are not visible in the map.

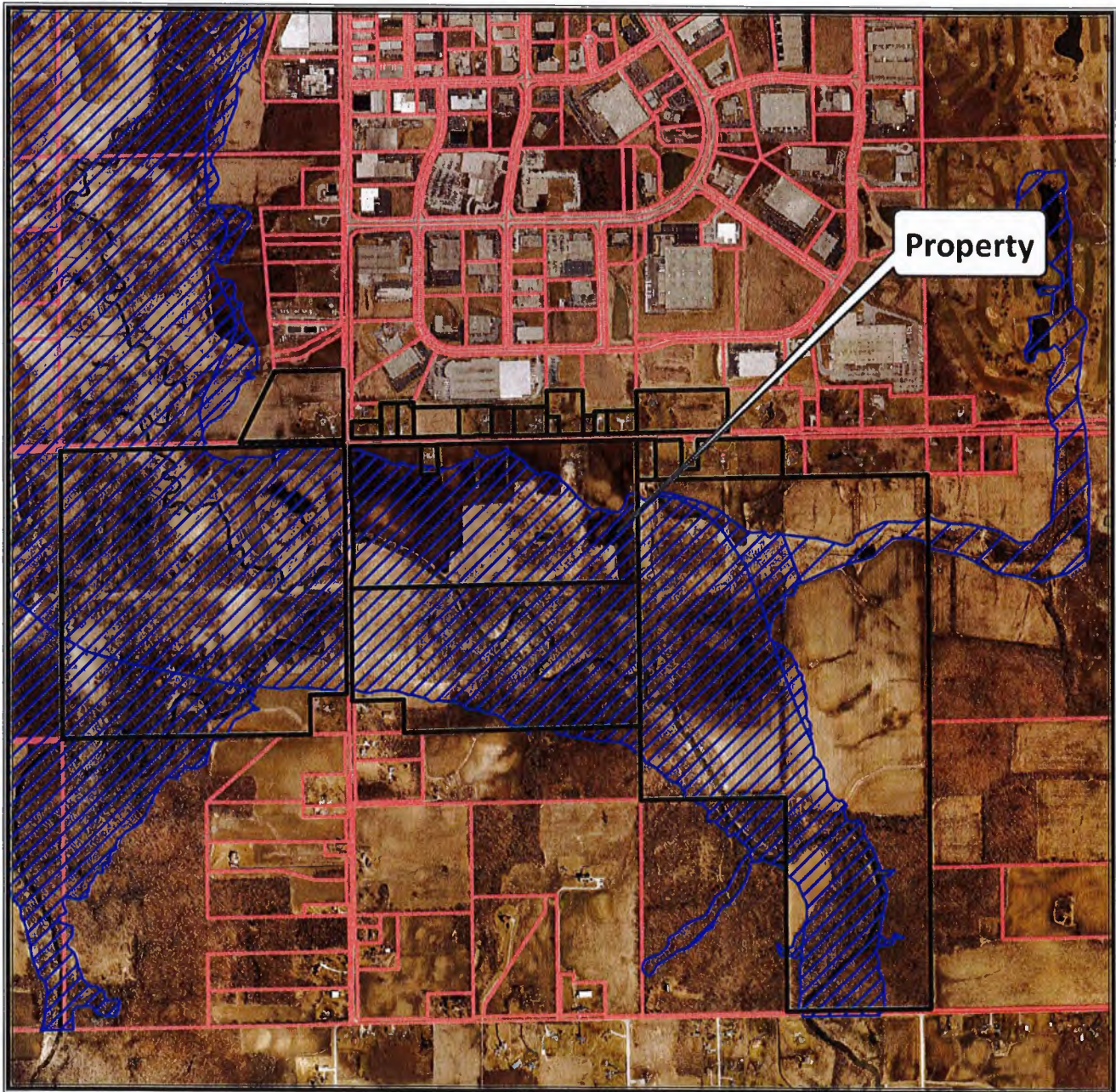








5207 W. Oakwood Road  
TKN: 948 9998 001



**Planning Department**  
**(414) 425-4024**

0 875 1,750 3,500 Feet

*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.*



Mtg Date/Time: 2/4	Property Addr: 5207 W. OAKWOOD TKN: Zoned:
Name/Company: TOM BISHOP	Mailing Address 414 423 4247 Phone: ( ) Email Address: TOMB89000@GMAIL.COM WHAT TO DO
Other attendees: WANTS TO	Preliminary plans or information that they can email: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No PLANNING
Reason for meeting: FILE PETITION ON FOR SUPER MAJORITY VOTE ZONING CHANGE	

UNCLEAN  
WATER  
ON ALVWOOD  
WATER  
WATER

SIGNATURES  
FROM PUBLIC  
/ CLERKS OFFICE

PROTEST ~~PETITION~~  
PETITION

CALL JESSE  
FILED IN CLERKS  
OFFICE

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/04/20
REPORTS & RECOMMENDATIONS	A RESOLUTION CONDITIONALLY APPROVING A 4 LOT CERTIFIED SURVEY MAP, BEING A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANTS, JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)  (5207 WEST OAKWOOD ROAD)	ITEM NUMBER  <i>G. 2.</i>

At the January 23, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of this Resolution conditionally approving a 4 lot Certified Survey Map.

The Plan Commission carried an additional motion to include the following condition:

9. The applicant shall add a note on the face of the Certified Survey Map indicating that the property owner(s) of Lot 4, successors and assigns, as a condition of approval of this Certified Survey Map by the City of Franklin, consent to the execution, delivery and dedication of a trail easement to the City of Franklin, in such location and upon such lands which shall then be determined by the City to then be consistent with the Comprehensive Master Plan of the City of Franklin and the Milwaukee County Trail Network Plan, as may be amended, for Department of City Development review and approval prior to recording of the subject Certified Survey Map.

#### COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2020-\_\_\_\_\_, conditionally approving a 4 lot Certified Survey Map, being a division of the North 1/2 of the Northwest 1/4 of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicants, Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners) (5207 West Oakwood Road).



## RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A 4 LOT  
CERTIFIED SURVEY MAP, BEING A DIVISION OF THE NORTH 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 21 EAST,  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN  
(DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA  
WATER UTILITY, APPLICANTS, JUDITH E. GYURO AND  
EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)  
(5207 WEST OAKWOOD ROAD)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a division of the North 1/2 of the Northwest 1/4 of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 5207 West Oakwood Road, bearing Tax Key No. 948-9998-001, Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Daniel S. Duchniak, General Manager of Waukesha Water Utility, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicants, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of

DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA  
WATER UTILITY – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Daniel S. Duchniak, General Manager of Waukesha Water Utility, successors and assigns, and any developer of the Waukesha Water Utility 4 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Daniel S. Duchniak, General Manager of Waukesha Water Utility and the 4 lot certified survey map project for the property located at 5207 West Oakwood Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the Certified Survey Map to add the required setbacks for the I-1 Institutional District and R-2 Estate Single-Family Residence District, including front yard, corner side yard, side yard and rear yard, for Department of City Development review and approval, prior to recording of the Certified Survey Map.
7. The applicant shall submit a written conservation easement and landscape bufferyard easement documents, said easements shall be reviewed by City staff, and approved by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.
8. Pursuant to the 2025 Comprehensive Master Plan of the City of Franklin and the 2007 Milwaukee County Trail Network Plan, the applicant shall revise the conservation easement to allow a future trail easement for site improvements associated with proposed recreation trails.
9. The applicant shall add a note on the face of the Certified Survey Map indicating that the property owner(s) of Lot 4, successors and assigns, as a condition of approval of this Certified Survey Map by the City of Franklin, consent to the execution, delivery

DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA  
WATER UTILITY – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 3

and dedication of a trail easement to the City of Franklin, in such location and upon such lands which shall then be determined by the City to then be consistent with the Comprehensive Master Plan of the City of Franklin and the Milwaukee County Trail Network Plan, as may be amended, for Department of City Development review and approval prior to recording of the subject Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Judith E. Gyuro and Evelyn A. Farchione (deceased), be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Judith E. Gyuro and Evelyn A. Farchione (deceased), with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



## RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION RECOMMENDING THE ADOPTION OF AN  
ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025  
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF  
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY  
LOCATED AT 5207 WEST OAKWOOD ROAD FROM RECREATIONAL  
USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO  
INSTITUTIONAL USE, PURSUANT TO WIS. STAT. § 66.1001(4)(b)

---

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, Daniel S. Duchniak, General Manager of Waukesha Water Utility (Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners) having applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use, such property bearing Tax Key No. 948-9998-001, more particularly described as follows:

Commencing at the Northwest Corner of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, Thence North 88°32'06" East along the North line of Section 35 and the centerline of West Oakwood Road, 819.76 feet; Thence South 01°27'54" East, 40.00 feet to a point on the South right of way line of West Oakwood Drive to the Point of Beginning; Thence North 88°32'06" East along said South right of way line, 330.00 feet; Thence South 01°27'54" East, 317.00 feet; Thence South 88°32'06" West, 330.00 feet; Thence North 01°27'54" West, 317.00 feet to the Point of Beginning (2.40 acres); and

WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on January 23, 2020, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable

RESOLUTION NO. 2020 - \_\_\_\_\_

Page 2

and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 5207 West Oakwood Road, from Recreational Use and Areas of Natural Resource Features Use to Institutional Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Chairman

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

## RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A 4 LOT  
CERTIFIED SURVEY MAP, BEING A DIVISION OF THE NORTH 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 21 EAST,  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN  
(DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA  
WATER UTILITY, APPLICANTS, JUDITH E. GYURO AND  
EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)  
(5207 WEST OAKWOOD ROAD)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a division of the North 1/2 of the Northwest 1/4 of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 5207 West Oakwood Road, bearing Tax Key No. 948-9998-001, Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Daniel S. Duchniak, General Manager of Waukesha Water Utility, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicants, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of

DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA  
WATER UTILITY – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Daniel S. Duchniak, General Manager of Waukesha Water Utility, successors and assigns, and any developer of the Waukesha Water Utility 4 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Daniel S. Duchniak, General Manager of Waukesha Water Utility and the 4 lot certified survey map project for the property located at 5207 West Oakwood Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the Certified Survey Map to add the required setbacks for the I-1 Institutional District and R-2 Estate Single-Family Residence District, including front yard, corner side yard, side yard and rear yard, for Department of City Development review and approval, prior to recording of the Certified Survey Map.
7. The applicant shall submit a written conservation easement and landscape bufferyard easement documents, said easements shall be reviewed by City staff, and approved by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.
8. Pursuant to the 2025 Comprehensive Master Plan of the City of Franklin and the 2007 Milwaukee County Trail Network Plan, the applicant shall revise the conservation easement to allow a future trail easement for site improvements associated with proposed recreation trails.

BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2019-\_\_\_\_\_

Page 3

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Judith E. Gyuro and Evelyn A. Farchione (deceased), be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Judith E. Gyuro and Evelyn A. Farchione (deceased), with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

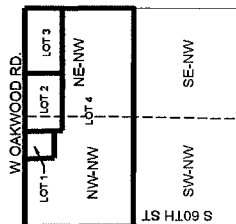
\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

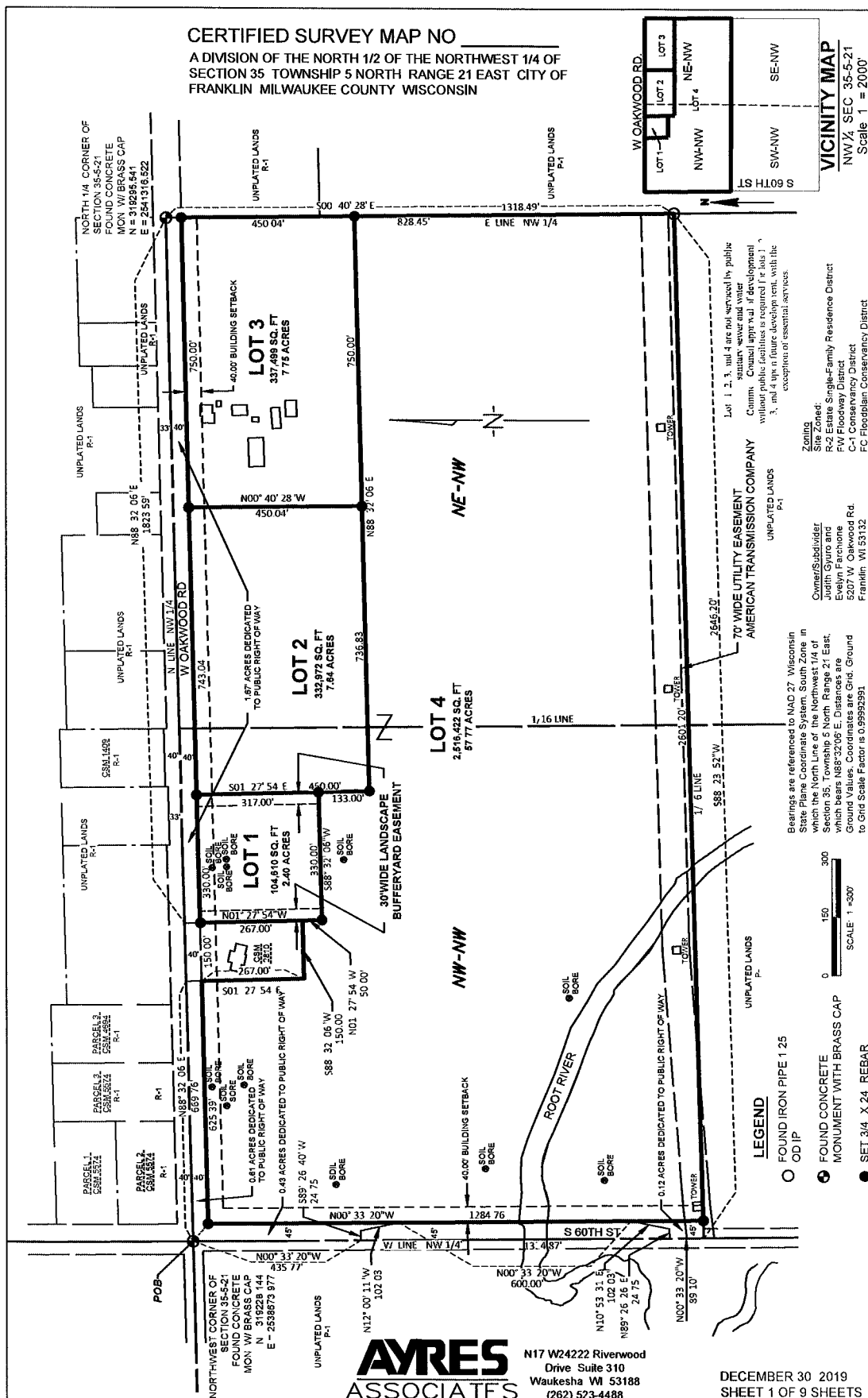
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

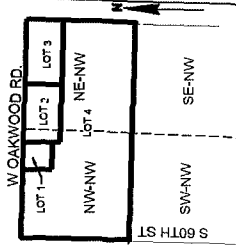


**VICINITY MAP**  
NW 1/4 SEC 35-5-21  
Scale 1" = 2000'

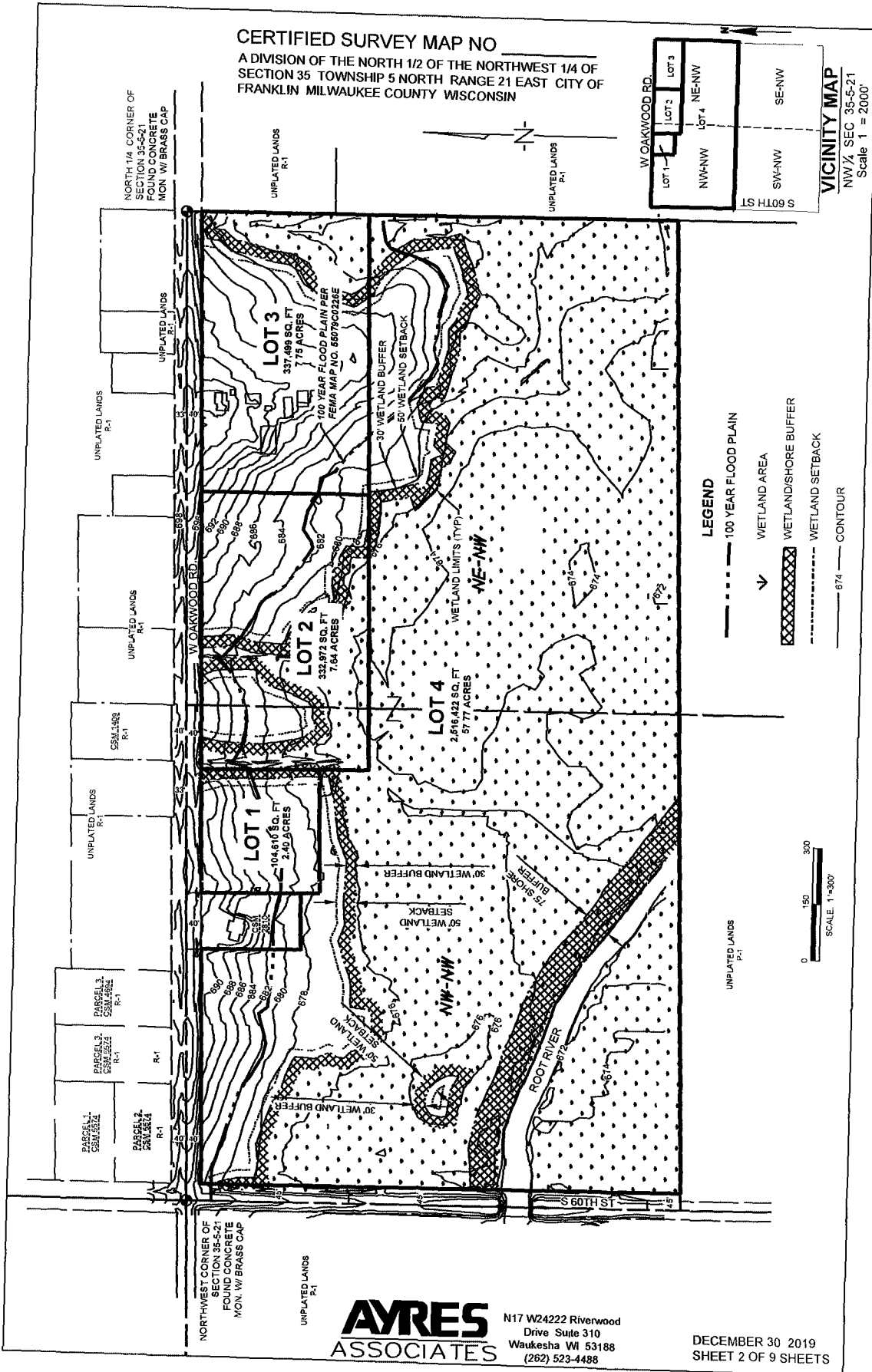


# CERTIFIED SURVEY MAP NO

A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

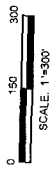


**VICINITY MAP**  
NW 1/4 SEC 35-5-21  
Scale 1" = 2000'



## LEGEND

- 100 YEAR FLOOD PLAIN
- WETLAND AREA
- WETLAND/SHORE BUFFER
- WETLAND SETBACK
- CONTOUR



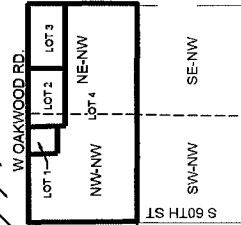
**AYRES**  
ASSOCIATES

N17 W24222 Riverwood  
Drive Suite 310  
Waukesha WI 53188  
(262) 523-4488

DECEMBER 30 2019  
SHEET 2 OF 9 SHEETS

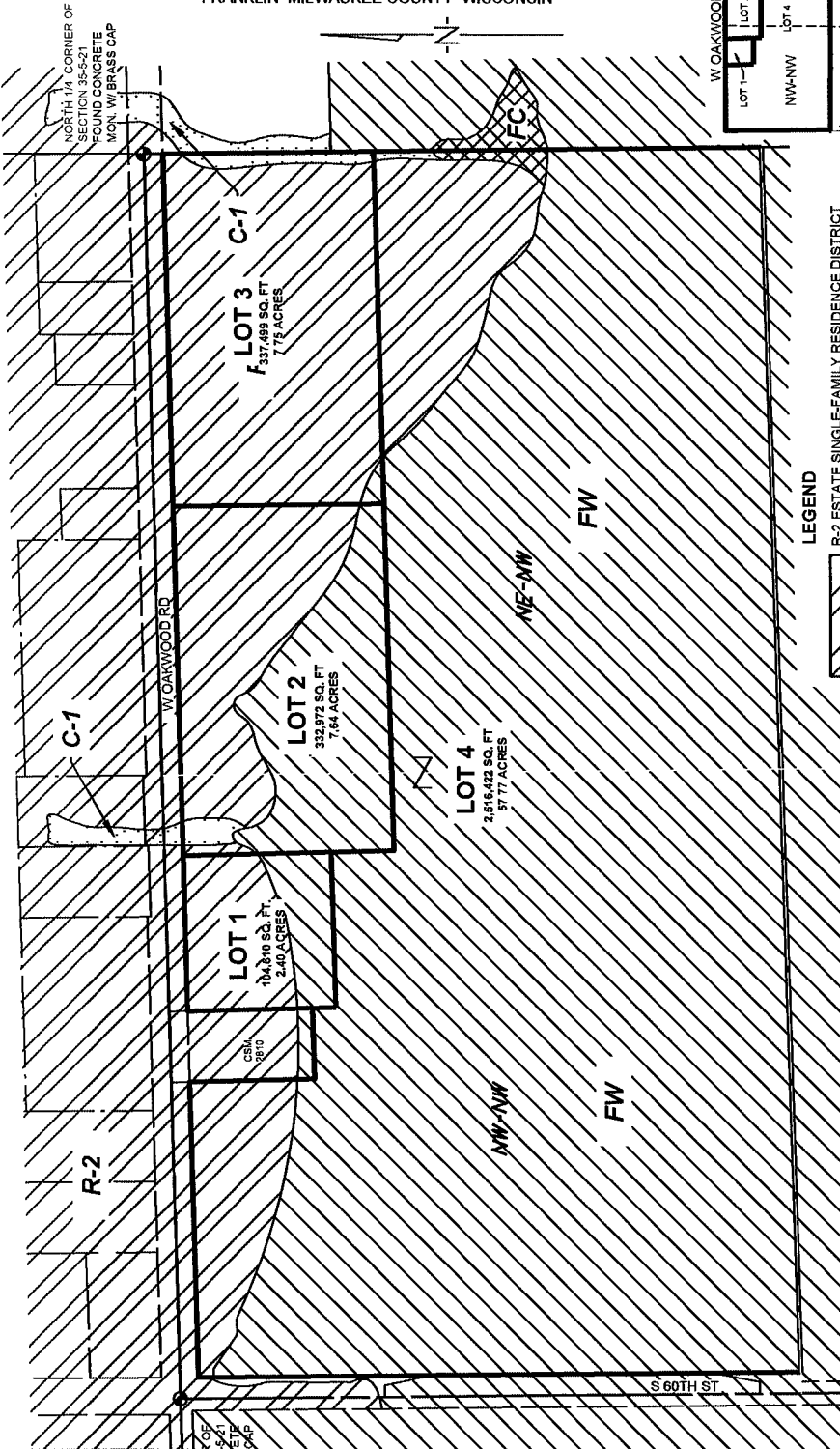
# CERTIFIED SURVEY MAP NO \_\_\_\_\_

A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

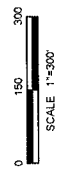


**VICINITY MAP**  
NW 1/4 SEC 35-5-21  
Scale 1" = 2000'

## ZONING BOUNDARIES



- LEGEND**
- R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT
  - FW FLOODWAY DISTRICT
  - C-1 CONSERVANCY DISTRICT
  - FC FLOODPLAIN CONSERVANCY DISTRICT



**AYRES**  
ASSOCIATES

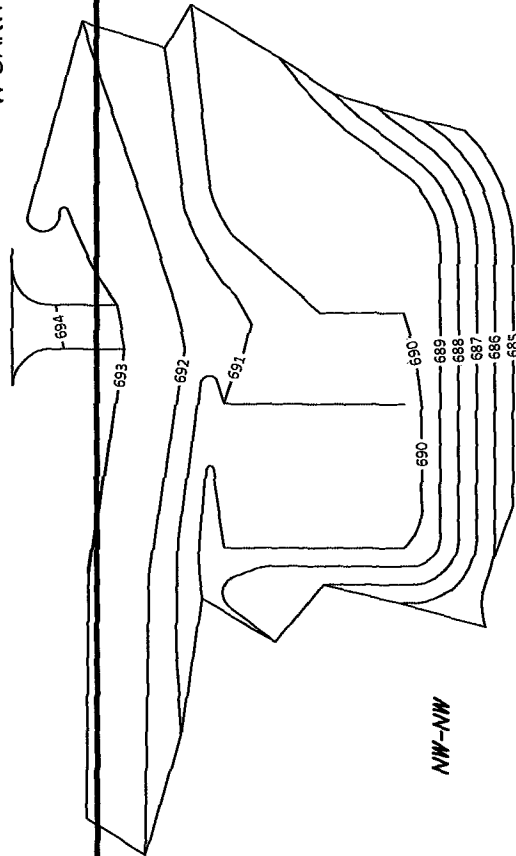
N17 W24222 Riverwood  
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SHEET 3 OF 9 SHEETS



# MAP OF PROPOSED CONTOURS

W OAKWOOD RD

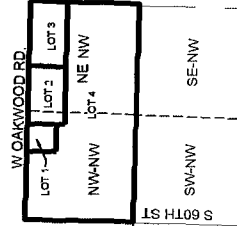


**LOT 2**  
332,972 SQ. FT  
7.64 ACRES

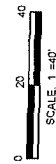
**LOT 1**  
104,610 SQ. FT  
2.40 ACRES

CSM  
28.11

CERTIFIED SURVEY MAP NO \_\_\_\_\_  
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN



**VICINITY MAP**  
NW 1/4 SEC 35-5-21  
Scale 1" = 2000'



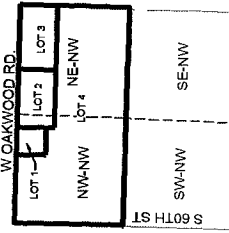
**AYRES**  
ASSOCIATES

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DECEMBER 30, 2019  
SHEET 4 OF 9 SHEETS

# CERTIFIED SURVEY MAP NO

A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

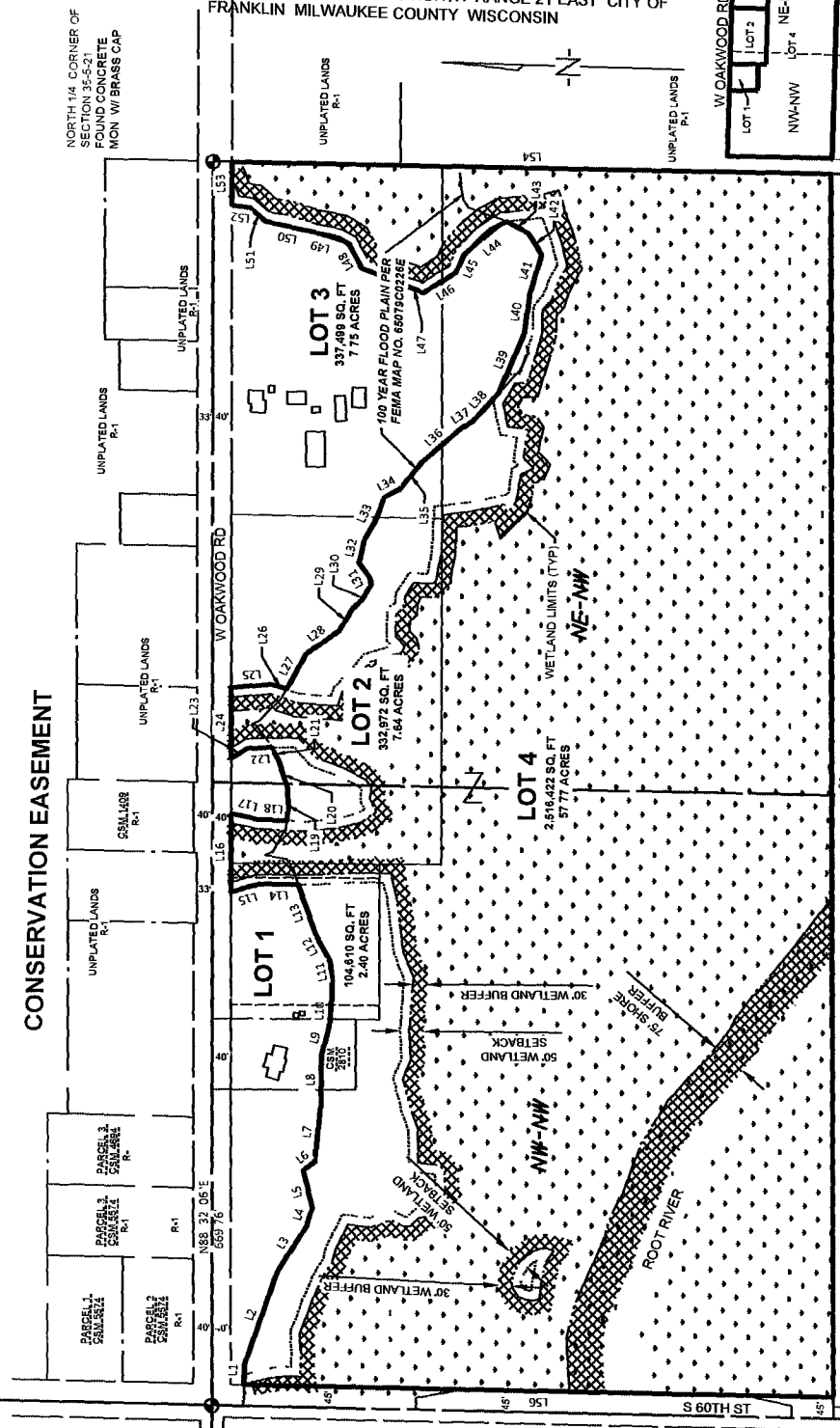


VICINITY MAP

NW 1/4 SEC 35-5-21

Scale 1" = 2000'

## CONSERVATION EASEMENT



### LEGEND

100 YEAR FLOOD PLAIN

WETLAND AREA

WETLANDSHORE BUFFER

WETLAND SETBACK



**AYRES**  
ASSOCIATES

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DECEMBER 30 2019  
SHEET 5 OF 9 SHEETS

CERTIFIED SURVEY MAP NO \_\_\_\_\_  
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

CONSERVATION EASEMENT LINE TABLE

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	41.92	N90° 00' 00"E	L21	31.61	N59° 37' 16" E	L41	82.66	S74° 26' 21" E
L2	210.20	S72° 01' 26" E	L22	50.56	N04° 26' 20"W	L42	54.30	N56° 40' 05"E
L3	114.73	S58° 34' 59"E	L23	40.85	N30° 00' 23"W	L43	53.02	N26° 31' 02" E
L4	40.01	S74° 10' 19"E	L24	149.82	N88° 32' 06"E	L44	116.00	N40° 01' 05"W
L5	83.05	N75° 35' 01"E	L25	90.01	S05° 18' 07"E	L45	40.75	N67° 28' 03"W
L6	29.53	S37° 06' 10"E	L26	29.93	S16° 36' 51"W	L46	82.60	N33° 25' 29"W
L7	124.08	S85° 02' 37"E	L27	85.43	S62° 35' 01"E	L47	141.70	N19° 58' 18"E
L8	102.28	N88° 48' 03"E	L28	87.41	S36° 55' 43"E	L48	57.34	N60° 10' 30"E
L9	65.52	S76° 16' 29"E	L29	51.61	S59° 57' 29"E	L49	80.91	N15° 32' 30"E
L10	104.06	S87° 11' 12"E	L30	68.65	S53° 59' 58"E	L50	104.17	N11° 43' 07"E
L11	30.64	N78° 25' 48"E	L31	54.33	N58° 54' 41"E	L51	42.83	N41° 02' 48"E
L12	69.14	N60° 30' 47"E	L32	51.92	S77° 45' 30"E	L52	40.39	N06° 28' 10"E
L13	111.43	N69° 16' 10"E	L33	98.39	S66° 31' 01"E	L53	91.79	N88° 32' 06"E
L14	84.16	N01° 38' 04"W	L34	35.11	S27° 38' 20"E	L54	1278.49	S00° 40' 28"E
L15	61.77	N17° 07' 12"W	L35	77.74	S51° 33' 19"E	L55	2601.19	S88° 23' 52"W
L16	170.18	N88° 32' 06"E	L36	106.02	S42° 29' 57"E	L56	1256.38	N00° 33' 20"W
L17	60.14	S13° 44' 01"W	L37	34.43	S33° 42' 00"E			
L18	61.04	S00° 59' 40"W	L38	79.75	S49° 26' 25"E			
L19	68.91	N89° 33' 31"E	L39	135.76	S67° 55' 42"E			
L20	62.05	N71° 06' 12"E	L40	92.62	S82° 58' 08"E			

CERTIFIED SURVEY MAP NO \_\_\_\_\_  
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

SURVEYOR'S CERTIFICATE  
(STATE OF WISCONSIN)

MILWAUKEE COUNTY ) ss

I Benjamin J Larson Professional Land Surveyor certify

That I have surveyed divided and mapped a part of the North 1/2 of the Northwest 1/4 of Section 35 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin More particularly described as follows

Commencing at the Northwest Corner of the Northwest 1/4 of said Section 35 and a point in the intersection of W Oakwood Rd and S 60th St said point being the **POINT OF BEGINNING**,

Thence North 88°32'06" East along the North line of the Northwest 1/4 of said Section 35 and the centerline of W Oakwood Rd 669.76 feet to the West line of Certified Survey Map 2810 recorded on Reel 926 Image 372 as Document No 4999405,

Thence South 01°27'54" East along said West line 307.00 feet to the South line of said Certified Survey Map 2810,

Thence North 88°32'06" East along said South 150.00 feet to the East line of said Certified Survey Map

Thence North 01°27'54" West along said East line 307.00 feet to said North line of the Northwest 1/4 and said Centerline of W Oakwood Rd,

Thence North 88°32'06" East along said North line and along said Centerline, 1823.59 feet to the East line of said Northwest 1/4,

Thence South 00°40'28" East along said East line 1318.49 feet to the South line of the North 1/2 of said Northwest 1/4

Thence South 88°23'52" West along said South line, 2646.20 feet to the West line of said Northwest 1/4 and a point in the Centerline of S 60th St,

Thence North 00°33'20" West along said West line and said Centerline, 89.10 feet

Thence North 89°26'26" East, 24.75 feet to a point in the East right of way line of S 60th St.

Thence North 10°53'31" East along said East right of way line, 102.03 feet

Thence North 00°33'20" West along said East right of way line 600.00 feet,

Thence North 12°00'11" West along said East right of way line 102.03 feet,

Thence South 89°26'40" West, 24.75 feet to the West line said Northwest 1/4 and the Centerline of S 60th St

Thence North 00°33'20" West along said West line and said Centerline 435.77 feet to the **POINT OF BEGINNING**

That I have made the survey land division, and map by the direction of (Judith Gyuro and Evelyn Farchione)

That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made

That I have fully complied with Chapter 236 of the Wisconsin Statutes and Unified Development Ordinance - Division 15, of the City of Franklin Municipal Code in dividing and mapping the same

\_\_\_\_\_ Registered Wisconsin Land Surveyor, 3006

CERTIFIED SURVEY MAP NO \_\_\_\_\_  
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

**OWNER'S CERTIFICATE:**

As owner(s) We certify that we caused the land described on this map to be surveyed divided mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance - Division 15 of the City of Franklin

Witness the hands and seals of said owners this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Judith Gyuro

\_\_\_\_\_  
Evelyn Farchione

STATE OF WISCONSIN)  
WAUKESHA COUNTY ) SS

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Judith Gyuro and Evelyn Farchione to me known to be the person's who executed the foregoing instrument and acknowledged the same

(Notary Seal)

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission expires \_\_\_\_\_

**COMMON COUNCIL APPROVAL:**

Approved and dedication accepted by the Common Council of the City of Franklin Resolution No \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Stephen Olson Mayor  
City of Franklin

\_\_\_\_\_  
Sandra L. Wesolowski Clerk  
City of Franklin

**AYRES**  
ASSOCIATES

N17 W24222 Riverwood  
Drive Suite 310  
Waukesha, WI 53188  
(262) 523-4488

DECEMBER 30 2019  
SHEET 8 OF 9 SHEETS

CERTIFIED SURVEY MAP NO \_\_\_\_\_  
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

**CONSENT OF CORPORATE MORGAGEE.**

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin mortgagee of the above described land does hereby consent to the surveying dividing mapping restricting and dedication of the land described on this Certified Survey Map and does hereby consent to the above certificate of \_\_\_\_\_ owner

This agreement shall be binding on the undersigned and assigns

In Witness Whereof \_\_\_\_\_ has caused these presents to be signed by

\_\_\_\_\_ its President and countersigned by \_\_\_\_\_ its Secretary at  
\_\_\_\_\_ Wisconsin this \_\_\_\_ day of \_\_\_\_ 19\_\_\_\_

In the presences of

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name) President

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name) Secretary

STATE OF WISCONSIN

MILWAUKEE COUNTY ) ss

Personally came \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2019 \_\_\_\_\_ President, and  
\_\_\_\_\_ Secretary of the above named corporation to me known as the person who  
executed the foregoing instrument, and to me known to be the President and Secretary of the corporation and  
acknowledged that he executed the foregoing instrument as such officers as the deed of said corporation by its  
authority

(Notary Seal)

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

State of Wisconsin

My Commission expires \_\_\_\_\_

**AYRES**  
ASSOCIATES

N17 W24222 Riverwood  
Drive Suite 310  
Waukesha WI 53188  
(262) 523-4488

DECEMBER 30 2019  
SHEET 9 OF 9 SHEETS

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 02/04/20
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED SURVEY MAP NO. ____ FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND FW FLOODWAY DISTRICT TO I-1 INSTITUTIONAL DISTRICT (LOCATED AT 5207 WEST OAKWOOD ROAD)  (APPROXIMATELY 2.40 ACRES)  (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)</b>	<b>ITEM NUMBER</b>  <i>G. 3.</i>
<p>At the January 23, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance (zoning map) to rezone lot 1 of Certified Survey Map no. ____ from R-2 Estate Single-Family Residence District and FW Floodway District to I-1 Institutional District (located at 5207 West Oakwood Road) (approximately 2.40 acres) and that the City Clerk shall enter the Certified Survey Map no. ____ upon its availability upon recording.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Ordinance 2020-_____, to amend the Unified Development Ordinance (zoning map) to rezone lot 1 of Certified Survey Map No. ____ from R-2 Estate Single-Family Residence District and FW Floodway District to I-1 Institutional District (located at 5207 West Oakwood Road) (approximately 2.40 acres) (Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicants, Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[Draft 1-14-20]*

ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT  
ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED  
SURVEY MAP NO. \_\_\_\_\_ FROM R-2 ESTATE SINGLE-FAMILY  
RESIDENCE DISTRICT AND FW FLOODWAY DISTRICT TO I-1  
INSTITUTIONAL DISTRICT  
(LOCATED AT 5207 WEST OAKWOOD ROAD)  
(APPROXIMATELY 2.40 ACRES)  
(DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA  
WATER UTILITY, APPLICANT, JUDITH E. GYURO AND  
EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS)

---

WHEREAS, Daniel S. Duchniak, General Manager of Waukesha Water Utility having petitioned for the rezoning of approximately 2.40 acres of land, Lot 1 of Certified Survey Map No. \_\_\_\_\_, from R-2 Estate Single-Family Residence District and FW Floodway District to I-1 Institutional District, such land located at 5207 West Oakwood Road; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 23rd day of January, 2020, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would 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:           §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for Lot 1 of Certified Survey Map No. \_\_\_\_\_, described below, be changed from R-2 Estate Single-Family Residence District and FW Floodway District to I-1 Institutional District:

Commencing at the Northwest Corner of Section 35, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, Thence North 88°32'06" East along the North line of Section 35 and the



centerline of West Oakwood Road, 819.76 feet; Thence South 01°27'54" East, 40.00 feet to a point on the South right of way line of West Oakwood Drive to the Point of Beginning; Thence North 88°32'06" East along said South right of way line, 330.00 feet; Thence South 01°27'54" East, 317.00 feet; Thence South 88°32'06" West, 330.00 feet; Thence North 01°27'54" West, 317.00 feet to the Point of Beginning. Tax Key No. 948-9998-001.

SECTION 2: 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 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: 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 \_\_\_\_\_, 2020, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

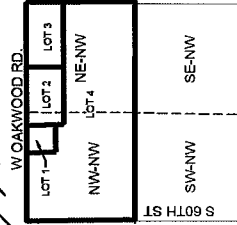
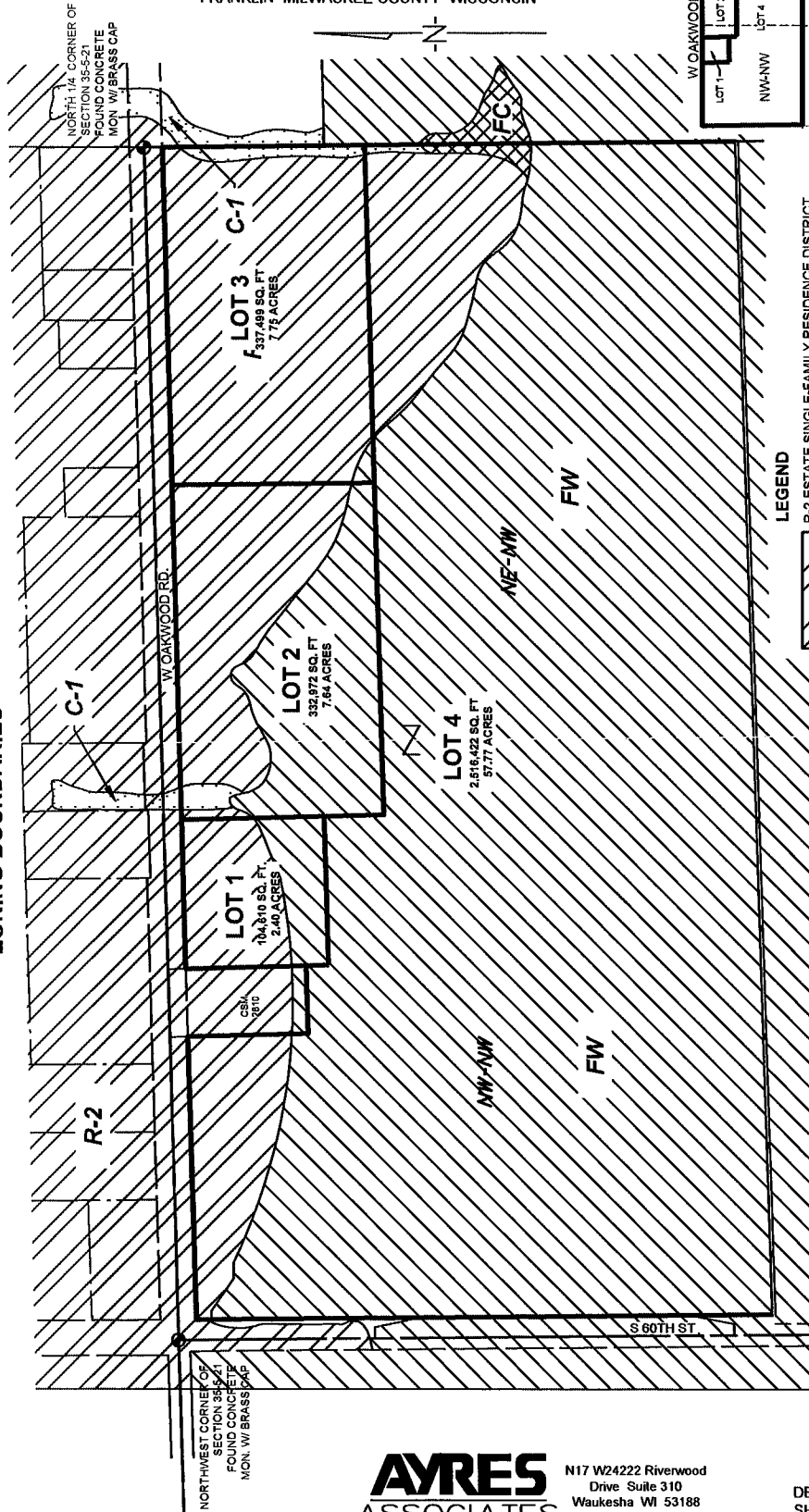
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

CERTIFIED SURVEY MAP NO \_\_\_\_\_

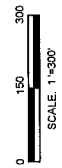
A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 35 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF  
FRANKLIN MILWAUKEE COUNTY WISCONSIN

ZONING BOUNDARIES



VICINITY MAP  
NW 1/4 SEC 35-5-21  
Scale 1" = 2000'

- LEGEND
- R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT
  - FW FLOODWAY DISTRICT
  - C-1 CONSERVANCY DISTRICT
  - FC FLOODPLAIN CONSERVANCY DISTRICT

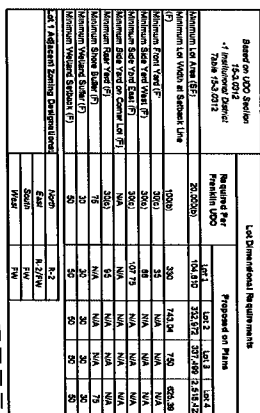


**AYRES**  
ASSOCIATES

N17 W24222 Riverwood  
Drive Suite 310  
Waukesha WI 53188  
(262) 523-4488

DECEMBER 30 2019  
SHEET 3 OF 9 SHEETS

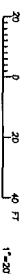
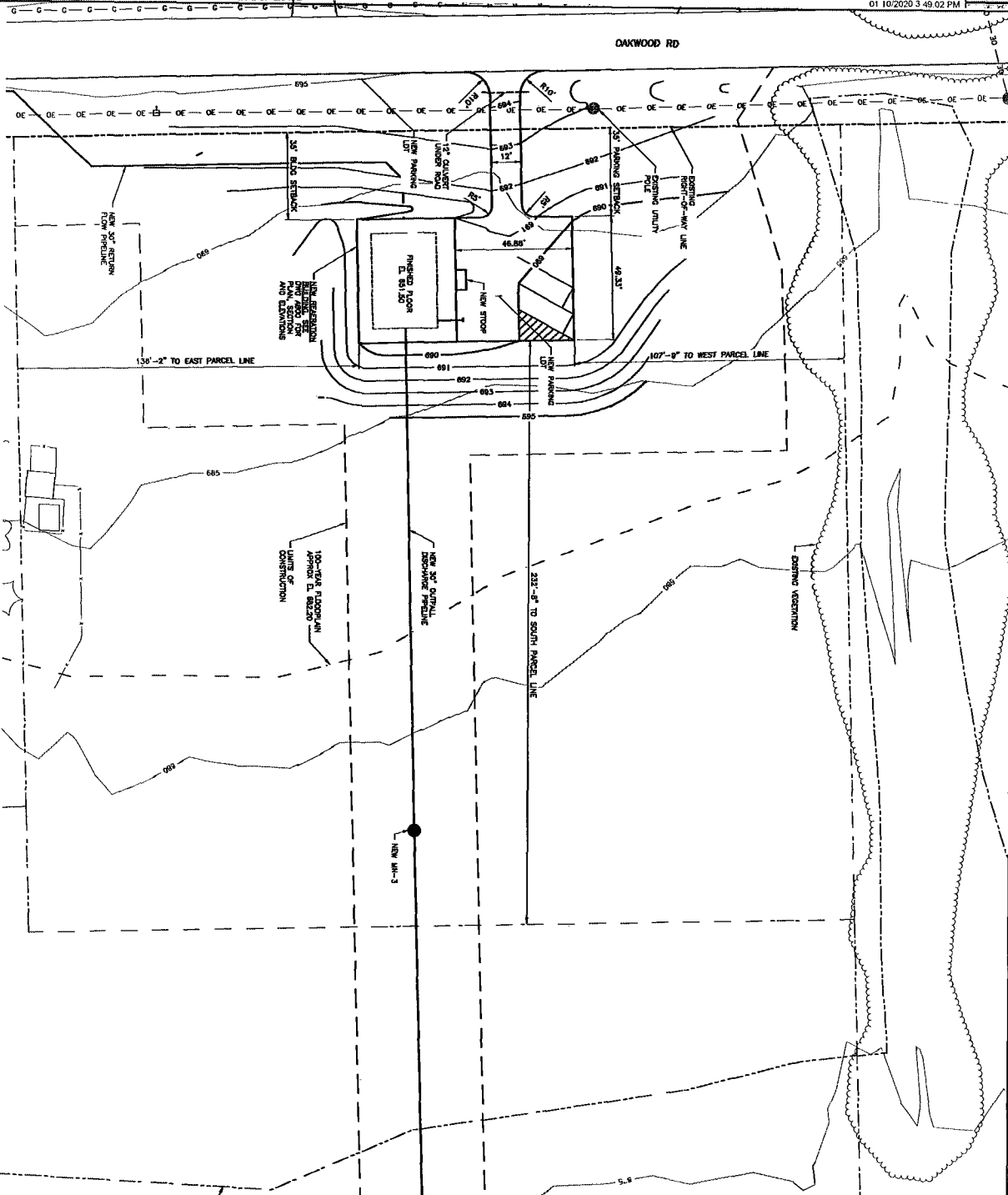
SHEET		OF	REV 0
SEAL AFFIXED MONTH DAY YEAR			
JANUARY 10, 2020			
JOB NO. 151310			
DESIGN	JLP	CHECK	
APPROV		DRAWN	PAY
SCALE	↑ 100'		
DRAWING NUMBER			
SP-1			



**GREELEY AND HANSEN**  
741 N. GRAND AVE. SUITE 306  
WAUKESHA, WI 53156

[illegible]

**SITE PLAN - NORTH**  
**SCALE: 1"=20'**



## CH2M

[illegible]

**GREAT WATER  
ALLIANCE™**

**CONTRACT PACKAGE 6: RETURN FLOW PIPELINE,  
18-INCH SANITARY SEWER, AND OUTFALL FACILITIES  
REAERATION BUILDING AND OUTFALL  
SITE PLAN NORTH**



\*4 EL GRAND AVE SUITE 300  
WALKESTON MA 01886

[illegible]

<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>2/04/2020</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>UPDATE FROM DIRECTOR OF CLERK SERVICES ON USE OF BADGER BOOKS AT THE FEBRUARY 18, 2020 SPRING PRIMARY IN ALDERMANIC DISTRICT 4, ALDERMANIC DISTRICT 5 AND CENTRAL COUNT ABSENTEE PROCESSING</b>	<b>ITEM NUMBER</b>  <i>G.4.</i>

In 2017, Wisconsin Elections Commission staff began the development of an electronic poll book system to be used in polling place locations in Wisconsin on Election Day. The "Badger Book" is an electronic poll book software that is specific to Wisconsin election practices and statutes, and will be used in 76 municipalities during the Spring Primary. The Badger Book is the only electronic poll book software created with direct WisVote (statewide voter registration system) integration. Badger Books **DO NOT** use an internet connection. Prior to Election Day, data is downloaded from the voter registration system over an encrypted channel via a USB drive, and then transferred and loaded onto the devices. Badger Books are primarily used to check in voters, register voters on Election Day and process absentee ballots. Only the data necessary to run the election has been included (no birthdays or driver's license data is on the electronic poll book, outside of what is recorded for an Election Day voter registration).

At the February 18, 2020 Spring Primary, the City of Franklin will begin a roll out of the use of Badger Books in Aldermanic Districts 4 and 5, along with processing of absentee ballots at Central Count at City Hall. For purposes of election administration by municipalities, the Wisconsin Elections Commission staff recommends the transition from paper poll books to electronic poll books occur as a roll out. Remaining Aldermanic Districts will begin using them at the August 11, 2020 Partisan Primary Election. The adopted Capital Equipment Budget included funds for the purchase of these devices.

This process is expected to increase efficiency at the polls by replacing paper poll books and pink slips, with the new technology also significantly speeding up the process for voters. Election officials will still check photo IDs, but the check-in process will now be done by the use of computers that, again, **ARE NOT** connected to the Internet (Paper poll books will be available to the poll workers for use only in the event of a power outage.) Badger Books will also provide a more streamlined process for new voter registrations on Election Day that reduces human error. In addition, Badger Books are not separated by alphabet or by ward, so voters can check-in at any machine in their polling location as long as they are in the correct Aldermanic District. This will eliminate the line for voters in one ward being longer than the line for voters in another ward.

#### **COUNCIL ACTION REQUESTED**

No action. Information only.

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<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  2/4/2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>PURCHASE OF SQUAD CARS FOR THE POLICE DEPARTMENT</b>	<b>ITEM NUMBER</b>  6.6.
<p>The Police Department requests purchasing 3 squad cars and related emergency equipment as requested and approved in the 2020 Budget.</p> <p><b>FISCAL IMPACT:</b> \$193,500 as budgeted</p> <p><b>ACTION REQUESTED:</b> A motion to approve the purchases of 3 squad cars for the police department</p>		

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<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>2/4/2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>PURCHASE OF CAPITAL ITEMS FOR THE POLICE DEPARTMENT</b>	<b>ITEM NUMBER</b>  <i>6.7.</i>
<p>The Police Department requests purchasing the following equipment as requested and approved in the 2020 Budget.</p> <p>11 Motorola Radios - Up to \$50,000 (Budgeted amount). The expenditure is expected to be approximately \$47,000.</p> <p>Watch Guard Squad Video System - \$17,760</p> <p>ALPR Camera's - \$10,245</p> <p><b>FISCAL IMPACT:</b> \$78,005.00</p> <p><b>ACTION REQUESTED:</b> A motion to approve the purchase of radios, video system and cameras for the police department.</p>		

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/4/2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>REQUEST FOR A MONDAY-FRIDAY PRIMARY RECORDS CLERK/EMERGENCY DISPATCHER POSITION</b>	<b>ITEM NUMBER</b> <b>G. 8.</b>
<p>Due to an increase in administrative clerical tasks, specifically open records and district attorney case preparation/e-referral, we are proposing that one (Existing) Emergency Dispatcher/Clerk be assigned as a Primary Records Clerk/Emergency Dispatcher Monday through Friday.</p> <p>Currently we have the Communications Supervisor and two dispatchers working with open records. The Communications Supervisor has been logging on average 20 hours per week, and the two dispatchers have been logging on average 10 hours per week working on open records responsibilities.</p> <p>Patrol officer(s) are responsible for putting together case folders including the needed forms, reports, videos etc. for misdemeanor and felony cases that are being referred to the Milwaukee County District Attorney's office. The court officer then has been responsible for all quality control, in regards to making sure the case folders are put together correctly with the needed forms, reports, videos etc. The court officer then responds downtown to present these cases to the Assistant District Attorney.</p> <p>By giving these open records and district attorney case preparation/ e-referral tasks to a Primary Records Clerk/Emergency Dispatcher, the department would benefit in several ways:</p> <ol style="list-style-type: none"> <li>1. One person can complete the work that is currently assigned to four other employees.</li> <li>2. It would allow Communications Supervisor Manke more time to manage and supervise the communication center.</li> <li>3. It would increase turnaround time for open records requests (from the time that the request is made to the time that the record(s) are distributed to the public).</li> <li>4. Traditionally the arresting officer(s) have been responsible for preparing case folders for cases that need to be reviewed by the district attorney's office. This clerical type of work is not a good use of an officers time. Officers are needed to be available for calls for service, traffic enforcement etc.</li> <li>5. With the inception of the Milwaukee County District Attorney's E-referral, the entire process has been placed heavily on the Court Officer. While the Court Officer has been able to handle the cases thus far, there have been times when it has been difficult i.e. when there have been in-custody cases. One issue has been the Court Officer's hours of work (7:45 am-3:45 pm), and scheduled vacation days off. With the Court Officer's work schedule, he has at times needed to come in early to prepare and e-refer the cases, thus causing overtime. Changing his hours of work is not a viable option, since the Assistant District Attorney(s) review cases at 8:30 am and again at 1:00 pm.</li> </ol>		

**Examples of the responsibilities that would be given to the Primary Records Clerk/Emergency Dispatcher:**

- Determine if open record requests can be released. Records that cannot be released would include, but not limited to open investigations; records involving juveniles where redaction of all juvenile information would compromise the integrity of the report or violate the confidentiality of the juvenile; medical/mental health cases.
- Making sure the open records request is fulfilled in its entirety as requested or providing statutory reasons for why it cannot.
- Redacting personal identifying information in documents of the case file for open record requests.
- Viewing requested video to ensure there is no personal identifying information; redacting if there is.
- Copying audio for phone and radio transmissions and redacting any personal identifying information.
- Fulfilling open records requests within 10-days of request/notifying requestor of the delay or denial.
- Ensure errors within the report, if any, are corrected prior to the release.
- Putting together case folders, including forms, reports, videos etc. for the DA's office.
- E-referring the cases to the District Attorney's office before 7:45 am when the court officer is scheduled to leave for the district attorney's office.
- Performing the following dispatch duties when necessary or available: monitoring telephones and radio in the dispatch center; answer all incoming calls, and ascertain nature of call, gather all necessary information to transmit or relay; dispatching police, fire, emergency medical service, and other response vehicles for emergency and non-emergency responses; broadcast nature, location, and time of incident; contact all required personnel and other local concerns such as the fire department in the event of an emergency situation; insure the presence of reserve units by contacting personnel designated for on-call; relay information as required.

On Monday, January 20, 2020, the Personnel Committee reviewed this position and is recommending its approval.

**FISCAL IMPACT:** None. This position will be compensated with the same yearly pay rate as current Dispatcher/Clerks (the hourly rate will be reduced as they will work 2080 hours/year instead of 2002 hours/year).

**ACTION REQUESTED:**

A motion to approve an existing dispatcher/clerk position be staffed Monday-Friday. And authorize the Human Resources Coordinator to modify the Civil Service Manual Section 10.1.2.2 consistent with this approval.

POLICE-CHIEF

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <i>2/4/2020</i>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request Council Approval to Allow the Fire Chief to Offer Enhanced Vacation and Sick Leave Allowances Pertaining to a Conditional Offer of Employment for the Position of Assistant Chief</b>	<b>ITEM NUMBER</b> <i>G.9.</i>

The Fire Chief is requesting Common Council approval to extend an enhanced benefits package to a candidate for the Assistant Chief (Operations) position which would grant additional credit towards his vacation allowance and that includes a modest bank of sick leave hours to be available upon hire.

This candidate has a 25 year history as a fire service professional, the majority as a sworn officer, and the last seven as a Battalion Chief/Shift Commander on one of the largest and busiest fire departments in the area. He brings an extremely valuable combination of experience and knowledge, and is well- known throughout the region for his considerable technological expertise.

The Fire Chief requests that the council approve a bank of 80 hours of sick leave to be upon hire, with normal accrual commencing after six months (per employee handbook). In addition, the Fire Chief is requesting that consideration be given to his history of service to the County and region, and that he be extended the maximum (five weeks) vacation allowance, to be available to be taken as it accrues throughout the year.

This is largely a no-cost issue, as this is a non-shift administrative position that would not require fill-in if sick leave is used or vacation time taken. It should be noted that the candidate is not requesting any special consideration related to vesting into retiree health insurance, which would be a cost issue. Moreover, the recommended benefit package is more commensurate with the candidate's level of experience and expertise, and sends a strong message that the City of Franklin is committed to attracting, recruiting, and retaining the "best and brightest" in their field from across the region.

### **COUNCIL ACTION REQUESTED**

**Request approval to allow the fire chief to offer additional vacation (five weeks, as accrued), and Sick Leave (80 hours available at time of hire) as part of a conditional Offer of Employment for the position of Assistant Chief-Operations.**

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<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>02/04/2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorization to Purchase HP ProLiant Memory for Four VMWare Host Servers</b>	<b>ITEM NUMBER</b>  <i>G.10,</i>

The 2020 Information Services Capital Outlay budget includes \$11,200 of funding dedicated to the purchase of memory upgrades to four VMWare host servers. Two host servers are located at City Hall and two host servers are located at the Police Department. The four host servers run over fifty-three virtual machines that span across two data centers. Currently, the VMWare host servers are running at 85% memory utilization.

In order to guarantee that sufficient memory is available for current projects and anticipated growth, it is recommended that all host servers be taken up to at least 384 GB of RAM. This amount guarantees that a single host server can run all virtual servers for a data center, in the event that a paired host server becomes unavailable. Planned deployments of new virtual machines for the Microsoft Exchange, SQL, and GIS upgrade projects will require additional memory well above that which is currently available. Paragon Development Systems (PDS) was the original hardware vendor for all server and storage for the VMWare farms, hence they are currently maintaining all hardware contracts and warranties.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the IT Director to purchase 48 modules of memory for four VMWare host servers through Paragon Development Systems, Inc. at a total cost of \$10,128 as budgeted for in the 2020 Information Services Capital Outlay budget.

Director of Information Technology – James Matelski



**Paragon Development  
Systems, Inc.**  
13400 Bishops Lane  
Suite 190  
Brookfield, Wisconsin 53005  
United States  
(P) 262-569-5300

## Quote (Open)

<b>Date</b> Jan 28, 2020 08:49 AM CST	<b>Expiration Date</b> 02/27/2020
--	--------------------------------------

**Modified Date**  
Jan 28, 2020 08:49 AM CST

**Doc #**  
2075638 - rev 1 of 1

**Description**  
HP DL 380 Memory Upgrades (32)

**SalesRep**  
Rossi, Rod  
(P) 262-560-7092

**Customer Contact**  
Matelski, James  
(P) 414-858-1100

**Customer**  
City of Franklin (003235)  
Matelski, James  
9229 W Loomis Rd  
Franklin, WI 53132  
United States  
(P) 4148581100

**Bill To**  
9229 W Loomis Rd.  
Franklin, WI 53132  
United States  
(P) 4148581100

**Ship To**  
Receiving, Shipping  
9229 W Loomis Rd  
Franklin, WI 53132  
United States

**Payment Method**  
Terms Net 30

**Customer PO:**

**Terms:**  
Net 30

**Ship Via:**  
FedEx Ground

**Special Instructions:**

**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	32GB (1x32GB) 2Rx4 DDR4-2400 Registered Kit Hewlett Packard Enterprise - pds # 678890	805351-B21	48	\$211.00	\$10,128.00

Quote does not include shipping charges

<b>Subtotal:</b>	<b>\$10,128.00</b>
Tax (0.000%)	\$0.00
Shipping	\$0.00
<b>Total:</b>	<b>\$10,128.00</b>

## Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS's Terms & Conditions which can be viewed at <http://www.shoppds.com/termsforsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to the recent tariffs imposed on China

While we will make every effort to update you with any changes as they arise we are unable to guarantee pricing. This situation is not unique to PDS and likely has impact across most technology manufacturers

Please contact your sales team with additional questions

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/04/2020
REPORTS & RECOMMENDATIONS	REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR 2020	ITEM NUMBER <i>G.11.</i>

#### INTRODUCTION

Since 2012, the City has hired a consultant to conduct monitoring of the quarry. Pursuant the quarry PDDs (23 and 24), certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne and Dolan quarry operator. According to the 2020 City's budget, the amount allocated for Quarry Monitoring Services (Item 5218) is \$46,500.

The Quarry Monitoring Committee (QMC) reviewed and discussed changes to this agreement at the October 30 and November 14, 2019, regular meetings. The Contractor submitted a proposal on November 19, 2019, including changes proposed by the QMC, an overview of these changes is hereby attached.

On December 12, 2019 the Quarry Monitoring Committee carried *a motion to recommend the Professional Services Agreement for calendar year 2020 for Common Council approval as presented in Exhibit A*

The proposed draft Professional Services Agreement with Stantec Consulting Services Inc. is hereby attached along with Exhibit "A" Quarry Monitoring Services Scope of Work and Associated Cost

#### CONTRACT SUMMARY

It can be noted that this would be the eighth consecutive year such a contract has been entered into with Stantec Consulting Services Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, and an end-of-year report

Section VIII.A has been amended as requested by the Contractor, the term of the agreement would be from January 1 to December 31, 2020, rather than eleven months from receipt of a Notice to Proceed.

#### COUNCIL ACTION REQUESTED

Motion to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$46,500 subject to technical corrections by staff and the City Attorney

-or-

Such other action as the Common Council may determine.

## **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this 30th day of January, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

### **WITNESSETH**

WHEREAS, the CONTRACTOR is duly qualified and experienced as a quarry monitoring service contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A, which is attached and incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City for each such type of use.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

## **II. FEES AND PAYMENTS**

The CITY agrees to pay the CONTRACTOR, as set forth in Attachment A, for and in consideration of the performance of Services as set forth in Attachment A, except as such services and fees may otherwise be amended in accordance with and as provided for by the terms of this AGREEMENT.

- A. The CONTRACTOR shall invoice the CITY at least quarterly but not more than once monthly for and following performance of services and delivery of required reports to the CITY. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in this original AGREEMENT, including Attachment A.
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager or designee. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the scope of work required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A and/or CONTRACTOR's original written response to the RFP, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

#### IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Principal, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.
- B. Régulo Martínez-Montilva, Associate Planner, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

#### V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in CONTRACTOR'S original response to the RFP) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

#### VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage, with an authorized insurance carrier operating within the State of Wisconsin, at least equal to the minimum limits set forth below:

- |  |                          |
|--|--------------------------|
| A. Limit of General/Commercial Liability                           | \$2,000,000              |
| B. Automobile Liability: Bodily Injury/Property Damage             | \$1,000,000              |
| C. Excess Liability for General Commercial or Automobile Liability | \$3,000,000              |
| D. Worker's Compensation and Employers' Liability                  | \$500,000 or per statute |

E. Professional Liability

whichever is greater  
\$1,000,000

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to the CITY, and naming the CITY as an additional insured for General Liability.

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to be entitled to and/or to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

**VIII. TERM AND TIME FOR COMPLETION**

- A. The term of this agreement shall be from January 1 to December 31, 2020, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2020. In addition, the terms also anticipates the 4th quarter 2020 (October – December) report and presentation be provided during February 2021.
- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

## **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## **X. RECORDS RETENTION**

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

## **XI. CONFLICT OF INTEREST**

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

Further, the CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a review and written approval by the CITY is required for the CONTRACTOR to continue to perform work under this AGREEMENT.

## **XII. PROFESSIONALISM**



The CONTRACTOR stipulates that the same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

### XIII. PURSUANT TO LAW

Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR Stantec Consulting Services, Inc

BY \_\_\_\_\_

BY Michael B Roznowski

PRINT NAME Stephen R. Olson

PRINT NAME Michael B Roznowski

TITLE Mayor

TITLE Senior Principal

DATE \_\_\_\_\_

DATE January 30 2020

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Sandra L Wesolowski

PRINT NAME \_\_\_\_\_

TITLE City Clerk

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Paul Rotzenberg

PRINT NAME Jesse Wesolowski

TITLE Director of Finance and Treasurer

TITLE City Attorney

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## QUARRY MONITORING SERVICES

### SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2020.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
<b>Operations Monitoring</b>	daily	\$700	10	\$7,000	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds.
<b>Blast Monitoring</b>	monthly	\$1,800	12	\$21,600	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street and 5800 W Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly.
<b>Exceptional Blast Complaint Evaluation</b>	Per City request	\$900	3	\$2,700	For unusual blast events (e.g., those resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing: <ul style="list-style-type: none"> <li>• seismic data from both Stantec and Payne &amp; Dolan placed monitors</li> <li>• weather conditions (wind direction and speed) the day of the complaint</li> <li>• a figure showing locations of blast along with location of complaints</li> </ul>
<b>Quarterly Reports and Presentation</b>	Quarterly (May, August, November 2020, and February 2021)	\$3,575	4	\$14,300	Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> <li>• Operations monitoring completed in prior quarter</li> <li>• Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne &amp; Dolan unit recordings, to the Stantec unit recordings) <ul style="list-style-type: none"> <li>o Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> <li>o For off-site dust complaints <ul style="list-style-type: none"> <li>▪ weather conditions (wind direction and speed) the day of the complaint</li> </ul> </li> <li>o For off-site seismic complaints <ul style="list-style-type: none"> <li>▪ seismic data from both Stantec and Payne &amp; Dolan placed monitors</li> <li>▪ weather conditions (wind direction and speed; temp.; humidity, precipitation) the day of the complaint</li> <li>▪ a figure showing locations of blasts along with location of complaints</li> </ul> </li> </ul> </li> </ul> The February 2021 quarterly report and presentation will also summarize the operations and blast monitoring, along with complaint evaluations, completed during calendar year 2020. This annual report is not meant to repeat what has already been provided in the prior quarterly reports, rather, it is intended to be a brief summary.</li></ul>
				<b>\$46,500</b>	<b>TOTAL (compared to budget: \$46,500)</b>

**Note:** The number of Exceptional Blast Complaint Evaluations is estimated, since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined and agrees not to exceed the approved budget without prior approval.

## Regulo Martinez-Montilva

---

**From:** Roznowski, Mike <Mike.Roznowski@stantec.com>  
**Sent:** Tuesday, November 19, 2019 10:54 AM  
**To:** Regulo Martinez-Montilva  
**Cc:** Joel Dietl, Gunderson-Inden, Kristen  
**Subject:** Stantec Quarry Monitoring Quote for 2020  
**Attachments:** stantec\_franklin\_quarry\_mntg\_scope\_of\_work\_2020\_final.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Régulo,

Attached is Stantec's suggested scope of work and fees to continue the quarry monitoring work for 2020. Please forward to the Quarry Committee members as appropriate.

This is a brief overview of a few of the changes. More detail is in the handout itself.

- The monthly blast monitoring fee was reduced from \$2,945 to \$1,800, since we eliminated the monthly letter report.
- We added a quarterly report and presentation at the May, August, November 2020 and February 2021 Committee meetings. The scope will include the results of the Operational (dust) Monitoring, the blast monitoring for the full period prior, along with an evaluation of citizen complaints (if blast compliant will provide blast data along with a figure/map indicating location of blast vs. location of complaint).
- We added an "Exceptional Blast Complaint Evaluation" to allow us to quickly provide a brief report showing blast data along with a figure/map indicating location of blast vs. location of complaint. We budgeted for three of these events. If we need to do more we can simply eliminate an Operations Monitoring visit.
- The Operations Monitoring fee remains the same. However we increased the number of visits from 9 to 10 as requested. We may be able to do more if there are less than three "Exceptional Blasts" to evaluate.

It's important to note that the exact number of Exceptional Blast Complaint Evaluations cannot be determined at this time, and Stantec is also estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget without prior approval.

Let me know if anyone has any questions. Thanks.

**Mike Roznowski, CHMM**

Principal  
Direct 920 278-3200 / Mobile 920 655-1852  
Fax 920 592-8444 / Mike.Roznowski@stantec.com

Stantec Consulting Services Inc.  
1165 Scheuring Road, De Pere WI 54115-1001



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# CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

4/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME</b>		
	<b>PHONE (A/C, No, Ext.)</b>	<b>FAX (A/C, No)</b>	
<b>INSURED</b> 1415077 STANTEC CONSULTING SERVICES INC 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A</b> Berkshire Hathaway Specialty Insurance Company		22276
	<b>INSURER B</b> Travelers Property Casualty Co of America		25674
	<b>INSURER C</b>		
	<b>INSURER D</b>		
	<b>INSURER E</b>		
	<b>INSURER F</b>		

**COVERAGES****CERTIFICATE NUMBER:** 14532221**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b> <input checked="" type="checkbox"/> <b>XCU COVERED</b> GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER.	Y	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	47-UMO-307585	5/1/2019 5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE FRANKLIN QUARRY MONITORING SERVICES - STANTEC PROJECT# 193703639 THE CITY OF FRANKLIN IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

14532221  
CITY OF FRANKLIN  
9229 WEST LOOMIS ROAD,  
FRANKLIN WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Notification to Others of Cancellation

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem
47-GLO-307584	5/1/2019	5/1/2020				

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**  
**Liquor Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
  - At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged.

**POLICY NUMBER:** TC2J-CAP-8E086819; TJ-BAP-8E086820; TC2J-CAP-8E087017

IL T4 00 12 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY - NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION**  
30

**NUMBER OF DAYS NOTICE OF CANCELLATION:**

**NONRENEWAL**  
**NONRENEWAL: 30**

**NUMBER OF DAYS NOTICE OF**

**PERSON OR ORGANIZATION: Where Required By Written Contract**

**ADDRESS:**

**PROVISIONS:**

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

**IL T4 00 12 09**

## Notification to Others of Cancellation

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End.	Producer No	Add'l Prem	Return Prem
47-UM0-307585	5/1/2019	5/1/2020				

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**Liquor Liability Coverage Part**

**Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation
- To the name and address corresponding to each person or organization shown in the Schedule below; and
  - At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 06 R3 (00)**

**POLICY NUMBER:** TC2J-UB-8E08592 (AOS); TRJ-UB-8E08593 (MA, WI)

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS:**

**Notice of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

**Name and Address of Designated Persons or Organizations:**

WHERE REQUIRED BY WRITTEN CONTRACT.

**Number of Days Notice: 30**

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.





# CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)

9/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Lockton Companies 444 W 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME</b>		
	<b>PHONE (A/C, No, Ext)</b>	<b>FAX (A/C, No)</b>	
<b>INSURED</b> 1414100 STANTEC CONSULTING SERVICES INC 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A</b> Berkshire Hathaway Specialty Insurance Company		22276
	<b>INSURER B</b> AIG Specialty Insurance Company		26883
	<b>INSURER C</b>		
	<b>INSURER D</b>		
	<b>INSURER E</b>		
	<b>INSURER F</b>		

**COVERAGES****CERTIFICATE NUMBER:** 14180680**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPIOP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2019	10/1/2020	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE FRANKLIN QUARRY MONITORING SERVICES - STANTEC PROJECT# 193703639

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

14180680  
CITY OF FRANKLIN  
9229 WEST LOOMIS ROAD,  
FRANKLIN WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

**Policy No: 47-EPP-308810 , NO RETROACTIVE DATE**

**Named Insured: See Attached Certificate**

**PROFESSIONAL LIABILITY  
NOTICE OF CANCELLATION FOR THIRD PARTIES**

**This contract is amended as follows:**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.

City of Franklin, WI  
Planning - Dept 621

GL NUMBER	DESCRIPTION	2020 MAYOR'S RECOM BUDGET	2020 DEPT REQUEST BUDGET	2019 PROJECTED ACTIVITY	2019 ORIGINAL BUDGET	2018 ACTIVITY	2017 ACTIVITY
01-0621-5425 **	CONFERENCES & SCHOOLS	4,000	4,000	3,500	4,000	3,750	1,839
01-0621-5432 **	MILEAGE	1,000	1,000		1,000		
01-0621-5433 **	EQUIPMENT RENTAL	8,500	8,500	2,000	8,500	1,556	1,697
NET OF REVENUES/APPROPRIATIONS - SERVICES &		(22,250)	(22,250)	(11,500)	(22,250)	(11,110)	(10,830)
Total Planning		(433,630)	(456,298)	(416,050)	(449,845)	(376,068)	(391,844)
* NOTES TO BUDGET: DEPARTMENT 0621 PLANNING							
5218	QUARRY MONITORING SERVICE						
	FOOTNOTE AMOUNTS:	46,500	46,500	43,000			
Since 2012, the City has hired a consultant to conduct monitoring of the quarry. Pursuant to the quarry PDDs, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne & Dolan quarry operator.							
5223	FILING FEES						
	FOOTNOTE AMOUNTS:	200	200				
This line item is for recording documents at the Milwaukee County Register of Deeds Office.							
5242	EQUIPMENT MAINTENANCE						
	FOOTNOTE AMOUNTS:	3,500	3,500	1,500			
New for 2019, this line item includes an estimated \$1,500 for annual maintenance of the proposed MapLink zoning map/zoning code GIS product. This line item also includes the cost of the copier/printer user charges and service calls.							
5421	OFFICIAL NOTICES/ADVERTISING						
	FOOTNOTE AMOUNTS:	4,250	4,250	4,000			
This line item is primarily for notices published in the newspapers. Notices will likely be required as new development projects are approved by Common Council							
5422	SUBSCRIPTIONS						
	FOOTNOTE AMOUNTS:	3,000	3,000	500			

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> February 4, 2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Consider approval of 2020 contracts for Planning Department professional services including but not limited to development and plan review services, site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department.</b>	<b>ITEM NUMBER</b> <i>6.12.</i>

**BACKGROUND:**

In 2019 contracts were executed between the City of Franklin and three local planning firms to provide additional professional services for the City Planning Department. Each contract was capped at \$10,000 for each of the three firms, Wrayburn Consulting, LLC, Graef-USA, Inc., and Vandewalle and Associates, Inc. These funds have been expended and the Planning Department is prepared to execute new contracts with all three firms for 2020 planning services.

**FISCAL IMPACT:**

\$30,000 has been budgeted within the Planning Department for renewal of the three contracts for 2020. There is no additional fiscal impact.

**COUNCIL ACTION REQUESTED**

Approve contracts with the same three local planning firms for 2020 professional planning services for the City of Franklin Planning Department or other action as Common Council deems appropriate.

**A G R E E M E N T**  
between  
the City of Franklin and  
Vandewalle & Associates Inc.  
for Professional Planning and Development Service

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Vandewalle & Associates Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 120 East Lakeside Street, Madison WI, 53715.

**W I T N E S S E T H**

WHEREAS, the CONTRACTOR is duly qualified and experienced as a comprehensive planning and zoning consulting contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide support staff for general planning and zoning services, development and plan review services, and customer and inquiry services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

**I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. The CONTRACTOR shall provide services to the CITY for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentation at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements.

This Agreement covers multiple assignments of tasks. Generally each such assignment will be set forth in a separate "Scope of Task Assignment" memo (MEMO) identifying the nature and scope of the project, the form and nature of the final product, and the timeline, deadline(s), or benchmarks. The MEMO may also include any caps as to hours worked with or without additional authority or any additional instructions or parameters as deemed appropriate for the project. On lines so provided at the end of each MEMO, each MEMO shall be executed by the Planning Manager on behalf of the CLIENT and by the CONTRACTOR's Project Manager. The subject line for each MEMO shall be sequentially numbered and have a broad summary title, for example "Scope of Task Assignment #1 – Acme Development Site Plan." Distinct from termination of the AGREEMENT, the CITY, at the determination of the Planning Manager, reserves the right to withdraw or modify any such assignment of tasks, subject to the requirement that the CITY pay the CONTRACTOR for any work already performed on such assignment.

- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

## **II. FEES AND PAYMENTS**

The CITY agrees to pay the CONTRACTOR, for and in consideration of the performance of Basic Services described herein and as to be set forth in MEMOs, at \$90 per hour, except for Special Service Rates. Special Service Rates, as set forth in Attachment A may be charged against a MEMO. The following terms apply.

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. The cost of all services (and reimbursable mileage) to be provided under this agreement shall not exceed \$10,000, without amendment of this agreement.
- D. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- E. CONTRACTOR will provide up to one complimentary round trip between the Milwaukee Office and City Hall if needed. Additional trips will be charged at a flat rate of \$82.50 for time and mileage.

### **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONTRACTOR to finalize acceptance of the change order. Any claim by the CONTRACTOR for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONTRACTOR of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

### **IV. ASSISTANCE AND CONTROL**

- A. Calli Berg, Interim Planning Manager, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, Jackie Mich, Principal, as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

### **V. TERMINATION**

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.



- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY

## VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate  CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A"
D. Worker's Compensation and Employers' Liability	CONTRACTOR shall maintain at levels as required by the State of Wisconsin
E. Errors and Omissions (Professional Liability)	\$1,000,000 per claim \$1,000,000 annual aggregate

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability.

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR's subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein.

Acceptability of Insurers: Insurance shall be places with insurers who are authorized as an admitted insurance company in the State of Wisconsin.

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The CONTRACTOR warrants each of the following:
  - 1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
  - 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
  - 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.

## **VIII. TIME FOR COMPLETION**

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT. Additionally, the CONTRACTOR shall adhere to specific task timeframes as may be set forth in MEMOs associated with the AGREEMENT.

## **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## **X. RECORDS RETENTION**

Unless other required herein, the CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism: The CONTRACTOR stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, the CONTRACTOR shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

## **XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

VANDEWALLE & ASSOCIATES, INC.

\_\_\_\_\_  
Stephen R. Olson, Mayor                      Dated                      BY: \_\_\_\_\_                      Dated

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk                      Dated                      PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Paul Rotzenberg, Director of Finance                      Dated  
And Treasurer                      BY: \_\_\_\_\_                      Dated

PRINT NAME: \_\_\_\_\_

APPROVED AS TO FORM:

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney                      Dated  
And Treasurer                      BY: \_\_\_\_\_                      Dated

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Attachment A

### Special Service Rates

Basic Services are being provided by Jackie Mich, Ben Rohr, and Mara Redding at the contract rate of \$90/hour.

Scott Harrington, Mike Slavney, and Elona Bartnick may provide additional services at “Special Service Rates” of \$180/hour in accordance with the AGREEMENT for a maximum time of two hours per month in total for all of the individuals listed below. Should additional time be needed, the CONTRACTOR will secure pre-authorization, including the amount to be billed on a time and materials basis, from the CITY.

## **A G R E E M E N T**

This AGREEMENT, made and entered into this \_\_\_\_ day of January, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Wrayburn Consulting, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 2000 Fairhaven Boulevard, Elm Grove, Wisconsin, 53122.

## **W I T N E S S E T H**

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide public safety consulting services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, subdivision plats, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. This Agreement covers multiple assignments of tasks, each of which shall be set forth in a separate "Scope of Task Assignment" memo (MEMO) identifying the nature and scope of the project, the form and nature of the final product, and the timeline, deadline(s), or benchmarks. The MEMO may also include any caps as to hours worked with or without additional authority or any additional instructions or parameters as deemed appropriate for the project. On lines so provided at the end of each MEMO, each MEMO shall be executed by the Planning Manager on behalf of the CLIENT and by the signatory below on behalf of the CONTRACTOR. The subject line for each MEMO, shall be sequentially numbered and have a broad summary title, for example "Scope of Task Assignment #1 – Acme Development Site Plan."
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies; however, such designation shall not restrict the CLIENT from engaging other consultants or employees for similar services and granting such similar representative authority. CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of the CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express

AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR \$90.00 per hour for and in consideration of the performance of services further described in each MEMO, with a not to exceed limit of \$10,000 per Scope of Task Assignment, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a per-MEMO basis. CLIENT agrees to pay CONTRACTOR's undisputed invoice within 30 days of invoice date for all approved work.
- B. In addition to the hourly rate above, the CONTRACTOR may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the CONTRACTOR provided the allowance of and parameters for such charges are incorporated into the MEMO.
- C. For services rendered, invoices will include a report that clearly states the hours and type of work completed and the fee earned for the MEMO services being invoiced.
- D. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee limitations or parameters identified in any MEMO to perform work over and above that described in each MEMO, unless a separate MEMO is executed.
- E. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (10) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (10) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.
- F. Travel time to City Hall is not chargeable time.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

## **IV. ASSISTANCE AND CONTROL**

- A. Calli Berg, Interim Planning Manager, will be responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with information in its possession and reasonably available concerning PROJECT as mutually deemed necessary and pertinent.

- C. CONTRACTOR will appoint Nick Fuchs as CONTRACTOR's Principal for all services provided here under.

## **V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved and satisfactorily performed up to the date of termination.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

## **VI. INSURANCE**

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

Limit of Professional Liability, including Errors and Omissions	\$1,000,000
---	-------------

CONTRACTOR acknowledges that CONTRACTOR is not serving as an employee to the CLIENT and that the City does not provide and is under no obligation to provide CONTRACTOR or any of CONTRACTOR'S employees, agents, or representatives with automobile liability insurance or coverage or worker's compensation insurance or coverage.

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for Professional Liability.



## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, and employees with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

## **VIII. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## **IX. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **X. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

## **XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, MEMO, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

WRAYBURN CONSULTING, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Stephen R. Olson \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

TITLE. \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF FRANKLIN

ATTEST:

BY \_\_\_\_\_

DATE. \_\_\_\_\_

Sandra L. Wesolowski, City Clerk

BY. \_\_\_\_\_

DATE. \_\_\_\_\_

Paul Rotzenberg, Director of Finance and Treasurer

APPROVED AS TO FORM

BY. \_\_\_\_\_

DATE. \_\_\_\_\_

Jesse A Wesolowski, City Attorney

**A G R E E M E N T**  
between the City of Franklin  
and Graef-USA Inc.  
for Professional Planning and Development Service

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Graef-USA Inc. (hereinafter "CONSULTANT"), whose principal place of business is One Honey Creek Corporate Center, 125 South 84<sup>th</sup> St, Suite 401, Milwaukee WI 53214.

**W I T N E S S E T H**

WHEREAS, the CONSULTANT is duly qualified and experienced as a comprehensive planning and zoning consulting CONSULTANT and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONSULTANT to provide support staff for general planning and zoning services, development and plan review services, and customer and inquiry services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONSULTANT agree as follows:

**I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. The CONSULTANT shall provide services to the CITY for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentation at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements.

This Agreement covers multiple assignments of tasks. Generally each such assignment will be set forth in a separate "Scope of Task Assignment" memo (MEMO) identifying the nature and scope of the project, the form and nature of the final product, and the timeline, deadline(s), or benchmarks. The MEMO may also include any caps as to hours worked with or without additional authority or any additional instructions or parameters as deemed appropriate for the project. On lines so provided at the end of each MEMO, each MEMO shall be executed by the Planning Manager on behalf of the CLIENT and by the CONSULTANT's Project Manager. The subject line for each MEMO shall be sequentially numbered and have a broad summary title, for example "Scope of Task Assignment #1 – Acme Development Site Plan." Distinct from termination of the AGREEMENT, the CITY, at the determination of the Planning Manager, reserves the right to withdraw or modify any such assignment of tasks, subject to the requirement that the CITY pay the CONSULTANT for any work already performed on such assignment.

- B. The CONSULTANT shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONSULTANT is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. The CONSULTANT may not employ the services of outside consultants and subCONSULTANTS to complete work under this AGREEMENT.
- D. The CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to (if allowed for herein), the CONSULTANT and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONSULTANT as employer. The CITY understands that express AGREEMENTS may exist between the CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

## **II. FEES AND PAYMENTS**

The CITY agrees to pay the CONSULTANT, for and in consideration of the performance of Basic Services described herein and as to be set forth in MEMOs, at \$129.00 per hour, except for Special Service Rates. Special Service Rates, as set forth in Attachment A and shown by the CONSULTANT's position title, maybe charged against a MEMO only in the event of pre-approval by the CITY, which pre-approval would anticipate a specific need for the higher level of experience or skills on said tasks. [Note: It is anticipated that the CONSULTANT's primary staff assigned to the basic services under this agreement may consult with the individuals in the positions listed in Attachment A for the purpose of seeking professional guidance, direction, and support in ensuring the CONSULTANT is completing the basic services in a professional manner. Such limited engagement by the individuals in the positions listed in Attachment A shall not be charged to the CITY.] The following terms apply.

- A. The CONSULTANT may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONSULTANT's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. The cost of all services (and reimbursable mileage) to be provided under this agreement shall not exceed \$10,000, without amendment of this agreement.
- D. Should the CITY find deficiencies in work performed or reported, it will notify the CONSULTANT in writing within thirty (30) days of receipt of invoice and related report, and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONSULTANT and the CITY's representative identified in

Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

- E. CONSULTANT will not charge for the first three (3) hours of travel time per week to report to work at City Hall. Travel time around Franklin related to projects or site visits is chargeable time and is also subject to reimbursement by the CITY at thirty two cents per documented mile (\$.32). Additionally, travel time exceeding three (3) hours per week, regardless of purpose, is chargeable time. Mileage documentation includes the date, distance, destinations, and brief statement of purpose.

### **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONSULTANT.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONSULTANT and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONSULTANT shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONSULTANT to finalize acceptance of the change order. Any claim by the CONSULTANT for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONSULTANT of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

### **IV. ASSISTANCE AND CONTROL**

- A. Calli Berg, Interim Planning Manager, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONSULTANT.
- B. The CITY will timely provide the CONSULTANT with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONSULTANT will appoint, subject to the approval by the CITY, Stephanie Hacker, Principal, as the CONSULTANT's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

### **V. TERMINATION**

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONSULTANT. This AGREEMENT may be terminated by the CONSULTANT upon thirty (30) days written notice. Upon such termination by the CITY, the CONSULTANT shall be entitled to payment of such amount as shall fairly compensate the CONSULTANT for all approved and performed work up to the date of

termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, the CONSULTANT shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONSULTANT may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONSULTANT'S original proposal) or such similarly qualified staff as determined by the City may lead to termination of the agreement, as determined by the City

## VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
B. Automobile Liability	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	<p>\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A" above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the</p>

	<p>general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
D. Worker's Compensation and Employers' Liability	<p>CONSULTANT shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
E. Errors and Omissions (Professional Liability)	<p>\$1,000,000 per claim</p> <p>\$2,000,000 annual aggregate</p>

Upon the execution of this AGREEMENT, the CONSULTANT shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

If said policies are thereafter canceled, permitted to expire, or changed, the CONSULTANT shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONSULTANT, nor the CONSULTANT's subCONSULTANTS, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONSULTANT fails to ensure the CONSULTANT and all subCONSULTANTS are insured and continue to remain insured, the CONSULTANT shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all subCONSULTANTS shall remain with the CONSULTANT; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONTRACOTR and subCONSULTANTS have the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin.

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and



charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the liability of CONSULTANT and in part by the liability of CLIENT or liability of any other entity or individual, shall not exceed the percentage share that CONSULTANT'S liability bears to the total liability of CLIENT, CONSULTANT, and all other liable entities and individuals.
- D. In addition to the indemnity provided under Paragraph VIII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

#### **VIII. TIME FOR COMPLETION**

The CONSULTANT shall commence work promptly and diligently upon execution of this AGREEMENT. Additionally, the CONSULTANT shall adhere to specific task timeframes as may be set forth in MEMOs associated with the AGREEMENT.

## **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## **X. RECORDS RETENTION**

Unless other required herein, the CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to the CITY for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism: The CONSULTANT stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CONSULTANT to continue to perform work under this AGREEMENT. Additionally, the CONSULTANT shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

## **XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

GRAEF-USA INC.

\_\_\_\_\_  
Stephen R. Olson, Mayor                      Dated

BY: \_\_\_\_\_  
Dated

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk      Dated

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Paul Rotzenberg, Director of Finance   Dated  
And Treasurer

BY: \_\_\_\_\_  
Dated

APPROVED AS TO FORM:

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney      Dated

BY: \_\_\_\_\_  
Dated

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Attachment A

### Special Service Rates

Basic Services are being provided by Danya Littlefield, Larry Witzling, and Stephanie Hacker at the contract rate of \$129/hour.

(ADD A LIST OF POSITION TITLES AND APPLICABLE HOURLY RATES)

## Attachment A



collaborāte / formulāte / innovāte

### PROFESSIONAL SERVICES 2020 FEE SCHEDULE

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 225.00
Group Manager (P8)	\$ 207.00
Senior Professional (P7)	\$ 197.00
Professional (P6)	\$ 185.00
Professional (P5)	\$ 174.00
Professional (P4)	\$ 159.00
Professional (P3)	\$ 144.00
Professional (P2)	\$ 129.00
Professional (P1)	\$ 116.00
Senior Technician/Inspector (T6)	\$ 149.00
Senior Technician/Inspector (T5)	\$ 140.00
Senior Technician/Inspector (T4)	\$ 128.00
Technician/Inspector (T3)	\$ 115.00
Technician/Inspector (T2)	\$ 100.00
Technician/Inspector (T1)	\$ 80.00
Survey Crew - 1 Person	\$ 150.00
Survey Crew - 2 Person	\$ 220.00
Administrative	\$ 80.00

Automobile travel will be billed at the current federal rate of 57.5 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Unmanned Aircraft System (UAS) will be billed at \$75/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <i>2/4/2020</i>
<b>REPORTS AND RECOMMENDATIONS</b>	A Resolution Authorizing the Acceptance of Temporary Rights of Access from Property Owners for the Purpose of Commencing Construction of West Hickory Street and Associated Utilities as Part of Tax Incremental District No. 4	<b>ITEM NUMBER</b> <i>G.13.</i>

The City has been working with property owners with respect to acquiring the necessary right of way for the purposes of constructing Hickory Street and the associated public utilities as part of the TID 4 project. However, the closing on two of the parcels (Wendt and MLG) will not occur until sometime in February. On a third parcel (JHB Properties) the land is being acquired through dedication as part of the approval of a Certified Survey Map. Unfortunately, preparation of this CSM has taken longer than anticipated.

The City has also advertised for BIDs to complete that construction work and is prepared to authorize the commencement of the same. Without the necessary right Staff requests that the Council authorize staff to accept temporary access agreements from the owners for the purpose of commencing construction.

### **COUNCIL ACTION REQUESTED**

A motion to adopt a Resolution Authorizing the Acceptance of Temporary Rights of Access from Property Owners for the Purpose of Commencing Construction of Hickory Street and Associated Utilities as Part of Tax Increment No. 4. as presented.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ACCEPTANCE  
OF TEMPORARY RIGHTS OF ACCESS FROM PROPERTY  
OWNERS FOR THE PURPOSE OF COMMENCING CONSTRUCTION OF WEST  
HICKORY STREET AND ASSOCIATED UTILITIES AS PART OF  
TAX INCREMENTAL DISTRICT NO. 4

---

WHEREAS, the City of Franklin previously determined it is necessary and in the public interest to construct Hickory Street and associated public utilities as part of Tax Increment District No. 4; and

WHEREAS, final acquisitions necessary for that construction will likely be completed in late February or March of 2020; and

WHEREAS, the City is ready to authorize construction to commence for the project and the owners are willing to authorize entry upon their lands for the purposes of doing so until the acquisitions are finalized;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, do hereby authorize staff to accept, at no cost to the City, temporary access agreements in a form substantially consistent with Exhibit A.

BE IT FURTHER RESOLVED, that the appropriate City officials are authorized to execute and deliver the same and may be necessary.

Introduced by Ald. \_\_\_\_\_ at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_ day of \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



## EXHIBIT A

### TEMPORARY CONSTRUCTION EASEMENT

\_\_\_\_\_, Grantor, which has an interest in the lands described below, grants to the City of Franklin, Grantee, and its agents, employees, and contractors, the right and permission to occupy the easement area for highway and utility construction purposes, which may include but are not limited to: 1) Constructing utility infrastructure, roadways, slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

Legal Description:

This Temporary Construction Easement shall terminate upon the acquisition of the necessary permanent right-of-way to complete the work for which this instrument is given.


The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

GRANTOR:

\_\_\_\_\_

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<b>APPROVAL</b>  	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>2/4/2020</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Revisions to the Job Descriptions for Sanitarian, Drug-Free Community Coalition Coordinator, and Planning Manager</b>	<b>ITEM NUMBER</b>  <i>G.14.</i>

Enclosed in your packet are three job description revisions for your consideration.

The first 2 are from Courtney Day, Director of Health and Human Services, and were revised for the following reasons:

1. Drug-Free Community Coalition Coordinator. The only substantive changes to this job description are due to the change in name from the previous FAPSU organization to the new branding/name change of the Volition group. These changes were requested last summer when we had the need to re-advertise the position. Unfortunately, the Personnel Committee did not have any meetings from July-September. As such, we used the revised job description, with the Volition name, in our advertising with "DRAFT" indicated on the posted job description.
2. Sanitarian – Courtney had requested a different format for the Health Department job description and changed the nursing job descriptions last year. She is now requesting that same format for the Sanitarian job description. She believes it is easier to understand with the duties being divided up between the 3 main categories (Inspection & Licensing, Environmental Health Referral and Technical Assistance, and Other Duties). In addition, she removed the requirement to have the Sanitarian serve as the Health Officer of Communicable Disease in her absence as that duty has not been done by the Sanitarian and would be done by one of the Public Health Nurses. (Attached are both the red-lined old-style job description and the newly formatted job description.)

The third attached job description is for the Planning Manager. The current approved job description was from 2001. The job description was revised in 2007, but this version was never brought to Personnel or Common Council for approval. In 2015, while going thru our Classification and Compensation Study, the 2007 job description was used for analysis along with the 2001 version. At that time the Planning Manager agreed that the 2007 version was accurate in reflecting his job duties. A few additional minor tweaks have been made to adjust the reporting responsibility (this position now reports directly to the Mayor) and to adjust a few spots to reflect the split to two separate departments, the Planning Department and the Economic Development Department.

At the Personnel Committee meeting on 1/20/2020 a motion was made and approved to "recommend approval of the three revised job descriptions as submitted".

### **COUNCIL ACTION REQUESTED**

Motion to approve the revised job descriptions for the Sanitarian, Drug-Free Community Coalition Coordinator, and the Planning Manager.

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Drug-Free Community Grant Coalition Coordinator

**Department:** Health and Human Services

**Reports To:** Director of Health & Human Services

**Salary Level:** Salary Grade 6 (Grant Funded)

**FLSA Status:** Exempt

**Prepared By:** Courtney Day, Director of Health & Human Services

**Prepared Date:** July 29, 2019

**Approved By:** Common Council

**Approved Date:**

**SUMMARY**

Volition Franklin is a cooperative community coalition whose goal is to prevent and reduce alcohol, tobacco, marijuana, and other drugs used by youth through implementing policies and changing the culture in order to create a healthy community. The Coordinator, along with the coalition, will help youth to make healthy choices, especially related to alcohol, tobacco, and other drugs, by empowering parents and families, determining coalition priorities, implementing best practices for targeting coalition priorities, and by strengthening coalition infrastructure and capacity.

**Essential Duties and Responsibilities**

Work collaboratively to ensure that the DFC (Drug-Free Community) grant work plan is implemented in a timely and effective manner.

Plan and participate in recruitment activities to increase coalition membership.

Identify, recruit, schedule, coordinate, and contract guest speakers and trainers for Volition Franklin programs.

Schedule coalition meetings and inform members of meeting locations and times. Develop meeting agendas with the Volition Franklin Executive Board and disseminate to members. Keep Volition Franklin records including but not limited to agendas and minutes.

Prepare, coordinate, manage, and oversee coalition communication strategies including website, electronic and printed materials, surveys and social media.

Attend all Volition Franklin meetings, Executive Committee meetings, and Work Group meetings as appropriate. Assure that minutes from these meetings are recorded and distributed to members.

Create and maintain reports to the funding sources as required.

Work with the Project Director on budget, contracts, grant match, and reports to coalition members as required by the DFC grants.

Work with the Franklin Health Department DFC Associate.

Plan, implement, and evaluate Volition Franklin programs and regularly consult with the DFC Evaluator.

Other duties as identified by the DFC leadership team.

## **MINIMUM QUALIFICATIONS**

### **Education and Experience**

A Bachelor's degree in Social Work, Education, Nursing, Public Health, or a related field is required.

1-3 years experience in developing/conducting training, making presentations, organizing projects/programs, and working with diverse groups of people.

### **Necessary Knowledge, Skills, and Abilities**

Passion for preventing alcohol and other drug use among youth.

Applied knowledge of substance use/ abuse and its impact on young people within the community.

Knowledge of prevention best practices preferred.

Ability working with individuals from diverse economic, racial, and ethnic backgrounds and age groups.

Superior oral and written communication skills related to community presentations.

Ability to manage an organizational budget.

Ability to work independently and as a member of a team.

Excellent problem-solving skills.

Ability to multi-task.

Ability to communicate proficiently to a broad range of audiences.

Ability to travel overnight to training/conferences as required.

Ability to attend meetings outside normal workday as required.

Maintains privacy rights of clients and confidentiality of patient records according to professional standards and City of Franklin policies and procedures.

## **CERTIFICATES, LICENSES & REGISTRATIONS**

Valid Wisconsin driver's license. The Coordinator must own a private vehicle for work assignments.

**SUPERVISION RECEIVED**

Works under broad general guidance and direction of the Director of Health & Human Services with oversight provided by the Volition Franklin Executive Board.

**SUPERVISION EXERCISED**

None

**TOOLS AND EQUIPMENT USED**

Proficient in Microsoft Office application, web applications, and social media.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be independently mobile and is required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

The above physical demands are required for the setup of, participation in, and breakdown of community presentations.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work place is moderate.

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*The duties mentioned before are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

*The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Drug-Free Community Grant Coalition Coordinator

**Department:** Health and Human Services

**Reports To:** Director of Health & Human Services

**Salary Level:** Salary Grade 6 (Grant Funded)

**FLSA Status:** Exempt

**Prepared By:** ~~William Wueherer~~ Courtney Day, Director of Health & Human Services

**Prepared Date:** ~~September 2, 2016~~ July 29, 2019

**Approved By:** Common Council

**Approved Date:** ~~September 20<sup>th</sup>, 2016~~

**SUMMARY**

~~Franklin Area Parents and Students United (FAPSU)~~ Volition Franklin is a cooperative community coalition whose goal is to prevent and reduce alcohol, tobacco, marijuana, and other drugs used by youth through implementing policies and changing the culture in order to create a healthy community. The Coordinator, along with the ~~FAPSU committee~~ coalition, will help youth to make healthy choices, especially related to alcohol, tobacco, and other drugs, by empowering parents and families, determining coalition priorities, implementing best practices for targeting coalition priorities, and by strengthening coalition infrastructure and capacity.

**Essential Duties and Responsibilities**

Work collaboratively to ensure that the DFC (Drug-Free Community) grant work plan is implemented in a timely and effective manner.

Plan and participate in recruitment activities to increase coalition membership.

Identify, recruit, schedule, coordinate, and contract guest speakers and trainers for ~~FAPSU~~ Volition Franklin programs.

Schedule coalition meetings and inform members of meeting locations and times. Develop meeting agendas with the ~~FAPSU chairperson~~ Volition Franklin Executive Board and disseminate to members. Keep ~~FAPSU~~ Volition Franklin records including but not limited to agendas and minutes.

Prepare, coordinate, manage, and oversee coalition communication strategies including website, electronic and printed materials, surveys and social media.

Attend all ~~FAPSU Volition Franklin~~ meetings, Executive Committee meetings, and Work Group meetings as appropriate. Assure that minutes from these meetings are recorded and distributed to members.

Create and maintain reports to the funding sources as required.

Work with the Project Director on budget, contracts, grant match, and reports to coalition members as required by the DFC grants.

Work with the Franklin Health Department DFC Associate.

Plan, implement, and evaluate ~~FAPSU Volition Franklin~~ programs and regularly consult with the DFC Evaluator.

Other duties as identified by the DFC leadership team.

## **MINIMUM QUALIFICATIONS**

### **Education and Experience**

A Bachelor's degree in Social Work, Education, Nursing, Public Health, or a related field is required.

1-3 years\_\_—experience in developing/conducting training, making presentations, organizing projects/programs, and working with diverse groups of people.

### **Necessary Knowledge, Skills, and Abilities**

Passion for preventing alcohol and other drug use among youth.

Applied knowledge of substance use/ abuse and its impact on young people within the community.  
Knowledge of prevention best practices preferred.

Ability working with individuals from diverse economic, racial, and ethnic backgrounds and age groups.

Superior oral and written communication skills related to community presentations.

Ability to manage an organizational budget.

Ability to work independently and as a member of a team.

Excellent problem-solving skills.

Ability to multi-task.

Ability to communicate proficiently to a broad range of audiences.

Ability to travel overnight to training/conferences as required.

Ability to attend meetings outside normal workday as required.

Maintains privacy rights of clients and confidentiality of patient records according to professional standards and City of Franklin policies and procedures.



## **CERTIFICATES, LICENSES & REGISTRATIONS**

Valid Wisconsin driver's license. The Coordinator must own a private vehicle for work assignments.

## **SUPERVISION RECEIVED**

Works under broad general guidance and direction of the Director of Health & Human Services with oversight provided by the ~~FAPSU Executive Committee~~Volition Franklin Executive Board.

## **SUPERVISION EXERCISED**

None

## **TOOLS AND EQUIPMENT USED**

Proficient in Microsoft Office application, web applications, and social media.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be independently mobile and is required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

The above physical demands are required for the setup of, participation in, and breakdown of community presentations.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work place is moderate.

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*The duties mentioned before are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

*The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

## **City of Franklin Job Description**

**Job Title:** Registered Sanitarian

**Department:** Health

**Reports To:** Director of Health & Human Services

**Salary Level:** Grade 7

**FLSA Status:** Exempt

**Prepared By:** Courtney Day, Director of Health and Human Services

**Prepared Date:** December 12, 2019

**Approved By:**

**Approved Date:**

### **SUMMARY**

The Sanitarian performs specialized and technical services to protect human health and safety, enforces local and state statutes, ordinances, regulations, and rules, investigates human health hazard complaints; assists in food and waterborne outbreak investigations with other public health staff; inspects and licenses all Agent businesses and establishments regulated by the City of Franklin; obtains samples for testing as needed, provides technical assistance and consultation on a variety of environmental health issues under the direct supervision of the Director of Health and Human Services.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### **Inspection and Licensing (70%)**

- Conduct inspections of establishments under the operational, regulatory, or licensing control of the City of Franklin including but not limited to: permanent, temporary, and mobile restaurants; retail food establishments; hotels, motels, tourist rooming houses, bed and breakfast; public swimming pools; school kitchens; recreational, educational, and temporary campgrounds; tattoo and body piercing establishments; micro markets, and food vending machines.
- Review license applications and approve, as appropriate, licenses for all new, change-of-operator, and annual renewals for City of Franklin businesses and establishments licensed by the City of Franklin Health Department
- Provide consultation, technical assistance, and training to licensed or inspected establishments within the City of Franklin.

- Prepare, organize, maintain, and file all necessary reports, documents, and letters as required by the State Agent Program and the City of Franklin Health Department including the review and recommendation of Health Department related policies, procedures, plans, and fees.
- Conduct investigations of suspected food or waterborne illness associated with licensed operators.
- Act as liaison between state agencies and the City of Franklin Health Department

#### **Environmental Health Referral and Technical Assistance (20%)**

- Investigate environmental complaints and/or provide technical assistance within the City of Franklin related to human health hazards, water quality, waste disposal, pest control, indoor air quality, environmental tobacco smoke, radon, and lead.
- Serve as an advocate for the City of Franklin in environmental health issues.
- Participate in various committees relating to environmental public health issues.

#### **Other Duties as Required (10%)**

- Provide training, assistance, and consultation to Franklin Health Department staff, and other municipal departments, in the areas of environmental health.
- As directed by the Director of Health and Human Services, provide services within other governmental boundaries as may be required through intergovernmental or other such mutual aid agreements.
- Other duties as assigned by the Director of Health and Human Services.

### **Minimum Requirements**

#### **Education & Experience:**

- Graduation from an accredited college or university with a Bachelor's Degree in physical or biological science or environmental health.
- Current registration as a Wisconsin Sanitarian.
- Two years of employment in the field of environmental health.

#### **Necessary Knowledge, Skills, and Abilities:**

- Knowledge of:
  - Various Wisconsin state agencies (Department of Natural Resources; Department of Health Services; Department of Agriculture, Trade and Consumer Protection; Department of Safety and Professional Services)
  - The Wisconsin Food Code as well as other applicable laws, rules, and regulations set forth on the State and Municipal level
  - Epidemiological techniques relative to sampling, interviewing, and evaluating occurrences of food and waterborne disease outbreaks; as well as vector and communicable disease control techniques.
- Language skills:
  - Ability to read, analyze, and interpret professional journals, technical procedures, governmental regulations
  - Ability to write reports, grant applications, business correspondence and procedural manuals
  - Ability to present information and respond to questions from groups of managers, clients, citizens, and/or the general public
- Mathematical and Computer Skills
  - Proficient use of Microsoft Office applications including Word, Outlook, Excel and Internet Explorer

- Proficient use of public health databases (Share Point, Health Space, etc.)
  - Calculate basic epidemiologic value including incidence, prevalence, odds ratio, and confidence intervals
- Reasoning Ability
  - Ability to define problems, collect data and deal with a variety of variables in situations where only limited standardization exists
  - Ability to prepare and implement projects and programs
- Interpersonal Competencies
  - Use appropriate methods for interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic and professional backgrounds.

### **Certificates, Licenses, and Registrations:**

- Registered as a Wisconsin Sanitarian under Wis. Adm. Rule, HFS, 160.
- Valid WI Driver's License.

### **Supervision Received:**

- Works under the guidance and direction of the Director of Health and Human Services.

### **Supervision Exercised:**

- None

### **Physical Demands**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job the employee must be independently mobile and is required to sit, walk, and talk or hear. The employee is frequently required to stand, use hands to finger, handle, or feel; reach with hands and arms and taste or smell
- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The work is performed mostly in field settings. Considerable outdoor work is required in the inspection of various facilities. Hand-eye coordination is necessary to operate testing instruments, collecting samples, operating a computer and various pieces of office equipment.

### **Work Environment**

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
- The noise level in the work place is moderate.
- The employee may be required to work outdoors and is occasionally exposed to wet and/or humid conditions.
- The duties listed above are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Registered Sanitarian

**Department:** Health

**Reports To:** Director of Health and Human Services

**Appointing Authority:** ~~Mayor~~

**Salary Level:** ~~Non-Supervisory 19~~ Grade 7

**Prepared By:** ~~Dana Zahn, Human Resources Coordinator~~ Courtney Day,  
Director of Health and Human Services

**Prepared Date:** December 2019

**Approved By:** ~~Common Council~~

**Date Approved:** ~~November 19, 2013~~

**Summary:**

The Sanitarian performs specialized and technical services to protect human health and safety; enforces local and state statutes, ordinances, regulations, and rules; ~~investigates human health hazard complaints and citizen complaints; conducts~~ assists in food and waterborne outbreak investigations ~~and coordinates interventions with other public health staff~~; inspects and licenses all Agent-City businesses and establishments regulated by the City of Franklin; obtains samples for testing as needed; provides technical assistance and consultation on a variety of environmental issues; ~~and coordinates certain public health department programs and services~~ under the direct supervision of the Director of Health and Human Services.

**Essential Duties and Responsibilities:**

**Inspection and Licensing (70%)**

- Conduct inspections of establishments under the operational, regulatory, or licensing control of the City of Franklin including but not limited to, permanent, temporary, and mobile restaurants; retail food establishments; hotels, motels, tourist rooming houses, bed and breakfast; public swimming pools; school kitchens; recreational, educational, and temporary campgrounds, ~~and educational campgrounds~~, tattoo and body piercing establishments; micro markets, and food vending machines.
- Review license applications and approve as appropriate, licenses for all new, change-of-operator, and annual renewals for all City of Franklin businesses and establishments licensed by the City of Franklin Health Department or the City of Franklin, where appropriate

- Provide consultation, technical assistance, and training to licensed or inspected establishments within the City of Franklin ~~the general public, City of Franklin elected officials and staff, other local health departments, and state agencies in the areas of environmental health~~

~~Investigate environmental complaints within the City of Franklin, including all inspected establishments, and take necessary actions to suppress, control, and prevent communicable diseases.~~

- Coordinate and conduct investigations of suspected or actual food or waterborne outbreaks associated with licensed operators
- Prepare, organize, maintain, and file required and necessary reports, documents, and letters as required by the State Agent Program and the City of Franklin Health Department, including review and recommendation of Health Department related policies, procedures, plans, and fees.

~~Provide written reports of sanitarian activities to the Director of Health and Human Services or their designee.~~

~~Testify as an expert witness at administrative hearings and court proceedings.~~

~~Serve as an advocate for the City of Franklin in environmental health issues.~~

- Act as a liaison between state agencies and the City of Franklin Health Department.

~~Participate in various committees, including the City of Franklin Board of Health, relating to public and environmental health issues.~~

#### **Environmental Health Referral and Technical Assistance (20%)**

- Investigate environmental complaints and/or provide technical assistance within the City of Franklin related to human health hazards, water quality, waste disposal, pest control, indoor air quality, environmental tobacco smoke, radon, and lead
- Serve as an advocate for the City of Franklin in environmental health issues
- Participate in various committees related to environmental public health issues as needed

#### **Other Duties as Required Peripheral Duties (10%):**

- As directed by the Director of Health and Human Services or their designee, provide services within other governmental boundaries as may be required through intergovernmental or other such mutual aid agreements.

~~Provide education and technical assistance on environmental health issues such as private wells, drinking water, septic systems, solid waste, waste disposal, pest control, indoor air quality, environmental tobacco smoke, radon, lead, asbestos, and fire safety.~~

- Provide trainings, assistance, and consultation to the Franklin Health Department staff, and other municipal departments in the area of environmental health.

~~Serve as the Health Officer for Communicable Disease for the City of Franklin when assigned, in the absence of the Director of Health and Human Services.~~

- Other duties as assigned or requested by the Director of Health and Human Services.

## **Desired Minimum Qualifications**

### **Education and Experience:**

- Graduation from an accredited college or university with a Bachelor's degree in physical or biological science or environmental health, with academic credits in physical, biological, and environmental health areas;
- Two years of employment in the field of environmental health; and
- Current registration as a Wisconsin Sanitarian;
- Or an equivalent combination of related experience and education.

~~Certified Pool Manager preferred and required prior to end of probation period.~~

~~Certified Food Manager preferred and required prior to end of probation period.~~

### **Necessary Knowledge, Skill, and Abilities:**

#### **Knowledge of:**

~~Considerable knowledge of applicable laws, rules, and regulations set forth in Wis. Stat. chapters 97, 125, 251, 254, ATCP 75, and SPS 390; applicable Wis. Adm. Code chapters including HFS 172, 173, 175, 178, 192, 195, 196, 197, 198; and applicable city ordinances.~~

~~Considerable knowledge of the Terms of Agreement as a City Agent with the Wis. Department of health and the Department of Agriculture, Trade, and Consumer Protection.~~

~~Considerable knowledge of the City of Franklin guidelines for Department of Health Services and Department of Agriculture, Trade, and Consumer Protection.~~

- Considerable knowledge of The Wisconsin Food Code as well as other applicable laws, rules, and regulations set forth on the State and Municipal level
- Considerable knowledge of Epidemiological techniques relative to sampling, interviewing, evaluating occurrences of food and waterborne disease outbreaks; biological and chemical sciences relative to cause and effect relationships; vector control techniques, and communicable disease control techniques.

~~Considerable knowledge of the inspection standards, violations, and enforcement actions and the ability to recognize violations and take necessary actions.~~

~~Demonstrate professional oral, written, and computer communication skills such as Microsoft Word, PowerPoint, Excel, Health Space, and the Wisconsin Electronic Disease Surveillance System.~~

~~Knowledge of professional standards (NSF and NAMA) and associations that represent the businesses and interests of licensed establishments within the City of Franklin.~~

- ~~• Knowledge of Various Wisconsin state agencies (DNR, SPS, DHS, DATCP, Revenue, Administration) and their collaborative role for a local public health department.~~

#### **Language Skills:**

- ~~• Ability to read, analyze, and interpret professional journals, technical procedures, and governmental regulations~~
- ~~• Ability to write reports, grant applications, business correspondence and procedural manuals.~~
- ~~• Ability to present information and respond to questions from groups of managers, clients, citizens, and/or general public in a professional manner~~

~~Ability to work with the general public under varying circumstances~~

~~Ability to represent the City in a professional manner~~

~~Ability to make independent judgments which have considerable impacts on the City of Franklin.~~

#### **Mathematical and Computer Skills:**

- ~~• Proficient use of Microsoft Office applications including Word, Outlook, Excel, PowerPoint, and Internet Explorer~~
- ~~• Proficient use of public health databases (Share Point, Health Space, etc )~~
- ~~• Calculate basic epidemiologic value including incidence, prevalence, odds ratio, and confidence intervals~~

#### **Reasoning Ability:**

- ~~• Ability to define problems, collect data and deal with a variety of variables in situations where only limited standardization exists~~
- ~~• Ability to prepare and implement projects and programs~~

#### **Interpersonal Competencies**

- ~~• Use appropriate methods for interacting sensitively, effectively, and professionally with person from diverse cultural, socioeconomics, educational, racial, ethnic and professional backgrounds~~

#### **Supervision Received:**

Works under general guidance and direction of the Director of Health and Human Services.

#### **Supervision Exercised:**

None

#### **Responsibility for Public Contact:**

~~Continuous contact requiring courtesy, discretion, and sound judgment.~~



**Licensing and Regulations:**

- Currently registered as a sanitarian under Wis Adm Rule, HFS 160
- Valid Wisconsin driver's license

**Tools and Equipment Used:**

Automobile; telephone; ~~various thermometers; various chemical tests; flashlight, black light, and light meter; calculator; computer terminal; personal computer including tablet technology; fax machine; and copy machine.~~

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is performed mostly in ~~the field settings~~. Considerable outdoor work is required in the inspection of various facilities. Hand-eye coordination is necessary to operate testing instruments, collecting samples, operating a computer and various pieces of office equipment.
- While performing the duties of this job, the employee ~~must be independently mobile and is required to sit, walk, and talk or hear~~. The employee is frequently required to stand, ~~is occasionally required to stand, walk, use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms.~~ The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk and hear.
- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential function o this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee ~~may work~~ mostly works in outside weather conditions. ~~The employee occasionally works in high, precarious places and is occasionally exposed to wet and/or humid conditions.~~
- The noise level in the work environment is usually moderate.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Planning Manager

**Department:** Planning/City Development

**Reports To:** Mayor

**Salary Level:** Salary Grade 10

**FLSA Status:** Exempt

**Prepared By:** Dana Zahn, Human Resources Coordinator

**Prepared Date:** **January 14, 2020**

**Approved By:** Common Council

**Approved Date:**

**Summary** Under the direction and supervision of the Mayor, provide management of the Planning Department functions by performing the following duties.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Under the direction and supervision of the Mayor, provide staff support to the Common Council toward their function as the decision-making body regarding City planning and zoning activities, especially in the area of providing recommendations of public policy, research and review of public policy and response to constituent comments.

Provide staff support for the Plan Commission, including providing information about proper planning practices, land use management trends and demographic trends and making professional recommendations with regard to planning projects.

Assist in communication and cooperation with developers that support the community development policies of the City.

Provide coordination and act as a clearinghouse of information for current planning cases between City departments and other government agencies.

Provide staff support as assigned, to the various boards and commissions.

Assist in preparing meeting agendas, packets, and minutes for various boards and commissions.

Responsible for the preparation and monitoring of the Planning Department Budget.

Serve as the zoning enforcement officer for the City, with responsibility for ensuring compliance with zoning regulations contained in the Unified Development Ordinance.

Administer reports relating to the stone quarry, landfill, and federal superfund sites located within the City.

Responsible for the preparation and implementation of the City's comprehensive master plan, including providing professional recommendations for the Common Council, Plan Commission, and other boards and commissions as appropriate, with regard to updates and revisions in response to changing trends and community needs.

Manage Planning Department policies and procedures.

Provide exemplified knowledge in all facets of City Planning and all responsibilities of the Planning Division.

### **Peripheral Duties**

Provide support to the Economic Development functions of the City.

Provide support services and technical assistance to other City Departments and functions as they relate to proper City planning.

Provide assurance of quality customer service is extended by all Planning Department employees.

### **Supervisory Responsibilities**

Directly supervises several employees in the Planning Department staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Education and Experience**

Master's degree (M. A.) in Urban Planning or a related field (or a Bachelors Degree along with an A.I.C.P. certification); and four to ten years related experience and/or training. At least one year experience in a supervisory capacity.

### **Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

### **Mathematical Skills**

Ability to work with mathematical concepts such as fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

## **Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

## **Technical Skills**

Ability to read, analyze, and interpret maps, aerial photographs, site plans, and engineering drawings.

## **Computer Skills**

To perform this job successfully, an individual should have knowledge of Geographic Information Systems software and Microsoft Word software.

## **Certificates, Licenses, Registrations**

Membership in American Institute of Certified Planners.

Valid WI Drivers License

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is frequently required to stand; walk and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to fumes or airborne particles and outside weather conditions. The noise level in the work environment is usually moderate.

## **Other Skills and Abilities**

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

Ability to ensure confidentiality of sensitive information.

Ability to understand environmental awareness and issues.

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

**Miscellaneous** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY OF FRANKLIN  
Job Description

**Job Title:** Planning Manager

**Department:** ~~Community~~ Planning/City Development

**Reports To:** ~~Community~~ Mayor/Director

**Salary Level:** Salary Grade 10

**FLSA Status:** Exempt

**Prepared By:** ~~Becky Schermer, Human Resources Coordinator~~

**Prepared Date:** ~~July 12, 2001~~ January 14, 2020

**Approved By:** Common Council

**Approved Date:** ~~August 14, 2001~~

**Summary** Under the direction and supervision of the ~~Community~~ Mayor/Director, provide management of the Planning Department functions by performing the following duties.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Under the direction and supervision of the ~~Community~~ Mayor/Director, provide staff support to the Common Council toward their function as the decision-making body regarding City planning and zoning activities, especially in the area of providing recommendations of public policy, research and review of public policy and response to constituent comments.

Provide staff support for the Plan Commission, including providing and other Boards and Commissions with support in the form of information of about proper planning practices, and land use management trends, and demographic trends and making professional recommendations with regard to toward planning projects.

Assist ~~Direector~~ in communication and cooperation with developers that support the community development policies of the City.

Provide coordination and act as a clearinghouse of information for current planning cases between City departments and other government agencies.

Provide staff support as assigned, to the various boards and commissions.

Assist ~~Direector~~ in the ~~preparation~~ preparing meeting agendas, packets, and minutes for the various boards and commissions ~~meeting agendas and minutes.~~

Responsible for the preparation and monitoring of the Planning Department Budget.

Serve as the zoning enforcement officer for the City, with responsibility for ensuring compliance with zoning regulations contained in the Unified Development Ordinance.

Administer reports relating to the stone quarry, landfill, and federal superfund sites located within the City.

Responsible for the preparation and implementation of the City's comprehensive master plan, including providing professional recommendations for the Common Council, Plan Commission, and other boards and commissions as appropriate, with regard to updates and revisions in response to changing trends and community needs.

Manage Planning Department policies and procedures.

Provide exemplified knowledge in all facets of City Planning and all responsibilities of the Planning Division.

### **Peripheral Duties**

Provide support to the ~~Community~~ Economic Development functions of the City.

Provide support services and technical assistance to other City Departments and functions as they relate to proper City planning.

Provide assurance of quality customer service is extended by all Planning Department employees.

### **Supervisory Responsibilities**

Directly supervises several employees in the Planning Department staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Education and/or Experience**

Master's degree (M. A.) in Urban Planning or a related field (or a Bachelors Degree along with an A.I.C.P. certification); and four to ten years related experience and/or training. At ~~least~~ least one year experience in a supervisory capacity.

### **Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, ~~or~~ and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

### **Mathematical Skills**

Ability to work with mathematical concepts such as fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and

proportions to practical situations.

### **Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

### **Technical Skills**

Ability to read, analyze, and interpret maps, aerial photographs, site plans, and engineering drawings.

### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Geographic Information Systems software and Microsoft Word ~~Word Processing~~ software.

### **Certificates, Licenses, Registrations**

Membership in American Institute of Certified Planners.

Valid WI Drivers License

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is frequently required to stand; walk and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to fumes or airborne particles and outside weather conditions. The noise level in the work environment is usually moderate.

### **Other Skills and Abilities**

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

Ability to ensure confidentiality of sensitive information.



Ability to understand environmental awareness and issues.

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

**Miscellaneous** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Updated May, 2004. ~~Reallocated from SG V to VI by Common Council. Is~~

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<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>2/4/2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil &amp; Site Evaluation</b>	<b>ITEM NUMBER</b>  <i>G.15.</i>

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2020 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2019. In fact, the form of the contract really hasn't changed significantly since 2010. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property (for example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.)

These soil services produce a nominal expenditure throughout the year. For example, 7 soil verification services were provided in 2016 (\$1,400 expenditure), 11 in 2017 (\$2,200 expenditure), 7 in 2018 (\$1,400), and 5 in 2019 (\$1,000).

Racine County has informed us that they concur with the attached contract for 2020 services. It is the recommendation of the Director of Inspection Services to continue to use Racine County for these soil testing services.

### **COUNCIL ACTION REQUESTED**

Motion to approve the 2020 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Inspection to execute such agreement.

**CITY OF FRANKLIN – RACINE COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, ~~2018~~2020, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as “CITY”) and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as “COUNTY”) This contract is to be effective from the period January 1, ~~2019~~2020 through December 31, ~~2019~~2020. This agreement is renewable upon acceptance by all parties.

**WITNESSETH:**

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree that this contract shall cover the authorization and payment of fees to provide to the CITY services to verify a Certified Soil Tester’s (hereafter referred to as “CST”) soil and site evaluation. The parties agree to the following:

1. All CST’s soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereafter referred to as “POWTS”) must be scheduled with a minimum 24 hours notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing.
2. All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 8am –12:00 noon and 12:30pm – 4:30pm Monday through Friday, excluding holidays.
3. COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST.
4. The COUNTY reserves the right to require that CST’s provide soil backhoe dug pits of adequate size, depth, and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data.
5. Soil color evaluations shall be performed on days when light conditions permit accurate color determination.
6. Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure, and consistence.
7. The cost of this service will be \$200 for up to the first three soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.
8. If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein.

9. The CITY will be invoiced directly for these services.
10. COUNTY will review the applicable Soil and Site Evaluation Form (SBD-8330), which must be forwarded to the COUNTY, and will convey all reports back to the CITY for their files and permit issuance. A copy of the test will be kept on file in this office, but the original tests will be sent to the CITY.
11. The CITY will issue all permits for POWTS, and the CITY will oversee the construction and follow-up on all POWTS, as outlined in Chapter SPS 383 (Private Onsite Wastewater Treatment Systems) and Chapter SPS 385 (Soil and Site Evaluations).
12. Any other work not anticipated in this contract, but relative to soil and site evaluations, will be charged at a rate of \$50 per hour.
13. Each party is responsible for their own acts and omissions under this agreement. COUNTY agrees that it will at all times during the existence of this contract indemnify CITY against any and all loss, damages and cost or expenses which CITY may sustain, incur or be required to pay as a result of any of the services provided by COUNTY under this contract. CITY agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by the CITY under this contract.
14. CITY or COUNTY may, without prejudice to any other rights it may have, terminate this contract for convenience and without cause by giving thirty (30) days written notice. COUNTY shall be paid for services rendered up to the time of termination.

**CITY OF FRANKLIN**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RACINE COUNTY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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<b>APPROVAL</b> <i>Slw B</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/4/2020</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>H.</i>

Attached are vouchers dated January 17, 2020 through February 1, 2020, Nos. 177039 through Nos. 177232 in the amount of \$ 3,635,062.96. Included in this listing are EFT's Nos. 4205 through Nos. 4219 Library vouchers totaling \$ 18,687.02, Tourism totaling \$ 500.00, Property Tax refunds totaling \$ 44,893.66 and Water Utility vouchers totaling \$ 174,081.59. Voided checks in the amount of \$ (8,331.45) are separately listed.

Vouchers approved at prior Council meetings that are included in this distribution.

Knight Barry	TID 5	\$ 736,105.73
Knight Barry	TID 7	\$ 805,899.50
Stark Pavement	Rawson Ave Homes	\$ 218,981.77
<b>TOTAL</b>		<b>\$1,760,987.00</b>

Early release disbursements dated January 17, 2020 through January 31, 2020 in the amount of \$ 2,623,085.35 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 January 31, 2020 is \$ 432,933.79 previously estimated at \$ 400,000.00. Payroll deductions dated January 31, 2020 are \$ 423,500.06 previously estimated at \$ 414,000.00.

The estimated payroll for February 14, 2020 is \$ 396,000.00 with estimated deductions and matching payments of \$ 263,000.00.

Attached is a list of property tax disbursements Check No. 17909 and EFT's Nos. 299 through Nos. 300 dated January 17, 2020 through January 30, 2020 in the amount of \$ 2,825,211.95. \$ 25,211.95 represents tax refunds and payments, and \$ 2,800,000.00 represents temporary investments.

Approval to release payment to Actuarial Health Care Solutions for OPEB actuarial valuation in the amount of \$ 6,400.00 once it has been approved for payment.

***COUNCIL ACTION REQUESTED***

Motion approving the following:

- City vouchers with an ending date of February 1, 2020 in the amount of \$ 3,635,062.96 and
- Payroll dated January 31, 2020 in the amount of \$ 432,933.79 and payments of the various payroll deductions in the amount of \$ 423,500.06 plus City matching payments and
- Estimated payroll dated February 14, 2020 in the amount of \$ 396,000.00 and payments of the various payroll deductions in the amount of \$ 263,000 00, plus City matching payments and
- Property tax disbursements with an ending date of January 30, 2020 in the amount of \$ 2,825,211.95 and
- Approval to release payment of Actuarial Health Care Solutions in the amount of \$ 6,400.00

**ROLL CALL VOTE NEEDED**



<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/4/20</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>I.</b>
<p>See attached listing from meeting of February 4, 2020.</p> <p><b>COUNCIL ACTION REQUESTED</b></p>		



414-425-7500

**License Committee**

**Agenda\***

**Aldermen's Room**

**February 4, 2020 – 5:30 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>	
<b>License Applications Reviewed</b>		<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2019-2020 New 5:35 p.m.</b>	<b>Shallow, Rebekah L</b> 6125 S Martin Rd New Berlin, WI 53146 Root River Center			
<b>Operator 2019-2020 New 5:40 p.m.</b>	<b>Stachnik, Daniel J</b> 5650 W Wahner Ave #207 Brown Deer, WI 53223 7-Eleven			
<b>Class B Combination 5:45 p.m.</b>	<b>The Bowery, LLC</b> Db a The Bowery Bar & Grill 3023 W Ryan Rd Roger Hein, Agent			
<b>Class B Combination 5:50 p.m.</b>	<b>Irish Cottage of Franklin LLC</b> Db a Irish Cottage 11433 W Ryan Rd Jenny Jennings, Agent			
<b>Class B Combination 5:55 p.m.</b>	<b>The Landmark of Franklin LLC</b> Db a Landmark 11401 W Swiss St Lorie Beth Knaack-Helm, Agent			
<b>Extraordinary Entertainment &amp; Special Event</b>	<b>Mulligan's Irish Pub &amp; Grill – St. Patrick's Day Party</b> Person in Charge: Brian Francis Location: 8933 S 27 <sup>th</sup> Street Date of Event: 3/17/2020			
<b>Operator 2019-2020</b>	<b>Drewek, Rachel D</b> 6138 W Stack Dr Milwaukee, WI 53219 Root River Center			
<b>Operator 2019-2020</b>	<b>Helm, Amber E</b> 11401 Parkview Lane Hales Corners, WI 53130 The Landmark			
<b>Operator 2019-2020</b>	<b>Lee, Tanner J</b> 8801 S 79 <sup>th</sup> St Franklin, WI 53132 Marcus Showtime Cinema			
<b>Operator 2019-2020</b>	<b>McCann, Devon B</b> 2920 N Fratney St Milwaukee, WI 53212 The Landmark			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020	<b>Petricek, Jaime B</b> 5569 S 41 <sup>st</sup> St Greenfield, WI 53221 St. Paul's Lutheran Church			
Operator 2019-2020	<b>Vrobel, Joseph O</b> 10147 W Forest Home Ave Apt 204 Hales Corners, WI 53130 Country Lanes			
Operator 2019-2020	<b>Watson, Tinnia M</b> 11130 W Morgan Ave Greenfield, WI 53228 Country Lanes			
Temporary Entertainment & Amusement	<b>St. Paul's Evangelical Lutheran Church</b> Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51 <sup>st</sup> St Event Date: Saturday, March 28, 2020			
Temporary Class B Beer and Wine	<b>St. Paul's Evangelical Lutheran Church</b> Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51 <sup>st</sup> St Event Date: Saturday, March 28, 2020			
<b>3.</b>	<b>Adjournment</b>			
		Time		

\*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.