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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY MAY 21, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of May 7, 2024.
 - 2. Special Common Council Meeting of May 15, 2024.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Petition to the City of Franklin Common Council for adoption of a Peace Resolution.
 - 2. Staff City Attorney Job Description Discussion and Approval.
 - 3. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the Capital Improvement Fund to Provide Additional \$161,113 Appropriations and \$254,613 resources for the School Traffic Signal Project.
 - 4. A Resolution to Award Zignego Company, Inc. a Contract to Construct Traffic Signal and Roadway Improvements at South 51st Street and South Preserve Way for \$411,112.07.
 - 5. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Self Storage Facility Use Upon Property Located at 7045 South Lovers Lane Road (TKG III Acquisition LLC (d/b/a StorageMart, Applicant)).
 - 6. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as part of the Review and Approval of a Site Plan and Special Use by TKG III Acquisition, LLC (d/b/a StorageMart), Applicant and Property Owner (7045 South Lovers Lane Road).
 - 7. Motion to approve the Director of Health and Human Services to execute the Speak Sobriety LLC Volition Franklin contract.
 - 8. Motion to Approve for the Director of Health and Human Services to execute the Clear Channel Outdoor Media Volition Franklin Contract (1).
 - 9. Motion to Approve for the Director of Health and Human Services to execute the Clear Channel Outdoor Media Volition Franklin Contract (2).

10. Temporary Street Closure Request in conjunction with the June 21st, 2024 Outdoor Movie.
11. Motion to approve temporary street closures in conjunction with the June 1, 2024 Franklin Bike Rodeo.
12. A Resolution conditionally approving a four-lot certified survey map, being a part of parcel 2 of certified survey map no. 3104 and that part of vacated S. 116th St. in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (S.R. Mills, Boomtown, LLC, property owner) (11607 W. Ryan Rd.).
13. A Resolution imposing conditions and restrictions for the approval of a special use for Lake Grove Place, a multi-family development with 38 dwelling units upon property located at 3709 W. College Ave. (Safari Homes Franklin LLC).
14. Request Council Approval to Purchase two Zoll X-Series Advanced Cardiac Monitors/Defibrillators from Zoll in partnership with Milwaukee County Office of Emergency Management (OEM) using funding from OEM and 2025 Capital Budget.
15. Request Common Council Approval to allocate \$8,000 in additional funding for the upfitting of the interim 2013 Pierce Saber fire pumper purchased in April 2024.
16. A Resolution to Authorize an Award for Kayla's Playground Poured-in-Place Flooring to Bluemel's Maintenance Service, Inc. for \$207,237.80.
17. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Street Improvement Fund and Capital Improvement Fund to Re-Appropriate \$147,800 of Street Improvement Appropriations from the Street Improvement Fund to the Capital Improvement Fund.
18. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Jilly's LLC for 5484 W. Rawson Avenue, TKN 741-9002-000.
19. A Resolution Authorizing Certain Officials to Accept the Release of the Public Water Main Easement and to Accept New Public Water Main Easements at 5414, 5444, & 5484 West Rawson Avenue (TKN 741- 9004-000, 741-9003-000 and 741-9002-000).
20. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Capital Outlay Fund to Provide \$30,000 of Trees & Landscaping Resources and Appropriations for the Purchasing and Installation of Developer Trees.
21. A Resolution to Execute a State/Municipal Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for W. Puetz Road Pathway in the Amount of \$440,000.
22. An Ordinance to Amend § 55-1 of the Municipal Code to Retitle the Position of City Engineer/Director of Public Works to City Engineer and to Restructure the Department of Public Works and Sewer and Water Superintendents, respectively, to report Directly to the Mayor.
23. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Health Grants Fund and Donations Fund to Provide Additional Resources and Appropriations for Various Health Grants & Donations.

24. A Resolution to Supersede a State/Municipal Financial Agreement for a Wisconsin Department of Transportation Project on South Lovers Lane Road/W. Ryan Road (USH 45/STH 100) from South 60th Street to W. St Martins Road in the Amount of \$370,000.
25. A Resolution to Execute a State/Municipal Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for a Wisconsin Department of Transportation Project on S. Lovers Lane / W. Ryan Road (USH 45/STH 100) from S. 60th Street to W. St. Martins Road in the amount of \$302,800.
26. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Ken Windl Park Pavilion Repairs in the Amount of \$65,000.00.
27. A Resolution to Authorize Amendment 9, to Task Order 5 to Ruekert & Mielke, Inc. for Final Services Related to South Hickory Street within Tax Increment District No. 8 for a Professional Fee of \$9,150.
28. A Resolution to Award Final Change Order No. 6 to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements for \$2,754.70.
29. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the Street Improvement Fund and Capital Improvement Fund to Re-Appropriate \$147,800 of Street Improvement Appropriations from the Street Improvement Fund to the Capital Improvement Fund.
30. *Velo Village Apartments, LLC v City of Franklin*, Milwaukee County Circuit Court Case No. 2023-CV-5465. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
31. *Polish Heritage Alliance, Inc. v. City of Franklin*, Milwaukee County Circuit Court Case No. 2023-CV-9073. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
32. Common Council Consideration of Complaint and Claim Dispute. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where Par. (b) applies, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

May 21, 2024

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H. Licenses and Permits: License Committee Meetings:

1. Special License Committee of May 14, 2024.
2. Regular License Committee of May 21, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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:

May 23	Plan Commission	6:00 p.m.
May 27	City Hall Closed-Memorial Day	
June 3	Committee of the Whole	6:30 p.m.
June 4	Common Council Meeting	6:30 p.m.
June 6	Plan Commission	6:00 p.m.
June 18	Common Council	6:30 p.m.

SOUND LEVEL
MEASURED AT THE
PROPERTY BOUNDARY
FOR FRANKLIN FIELD

G.2. Alderman Barber moved to allow for a sound level of 55 dBA LAeq as measured at the property boundary for the Franklin Field temporary use permit per Municipal Code §183-41. Seconded by Alderman Craig. On a roll call vote, Alderman Craig, Alderman Barber, Alderwoman Day, Alderman Hasan, Alderman Holpfer voted Aye; Alderwoman Eichmann voted No. Motion carried (5-1-0).

RES. 2024-8143
CHANGE ORDER NO 2
WATER TRANSMISSION
MAIN TO DORNER, INC
FOR \$40,000

G.3. Alderwoman Eichmann moved to adopt Resolution No. 2024-8143, A RESOLUTION TO ISSUE CHANGE ORDER NO. 2 FOR THE WATER TRANSMISSION MAIN (CONTRACT A) ALONG S. LOVERS LANE IN THE AMOUNT OF \$40,000 TO DORNER, INC. Seconded by Alderwoman Day. All voted Aye; motion carried.

FRANKLIN SENIOR
TRAVEL PROGRAM
UPDATE

G.4. Alderman Holpfer moved to place on file Franklin Senior Citizens Travel Program Update for 2023 Year End. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8144
AWARD LANDMARK
STRUCTURES I, LP
WATER STORAGE TANK

G.5. Alderwoman Eichmann moved to adopt Resolution No. 2024-8144, A RESOLUTION TO AWARD LANDMARK STRUCTURES I, LP CHANGE ORDER NO. 1 FOR ELEVATED WATER STORAGE TANK (CONTRACT B) AT 8120 S. LOVERS LANE RD. (TKN 801-9986-000) IN THE AMOUNT OF \$67,932. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. 2024-8145
DESIGNATING OFFICIAL
NEWSPAPER

G.6. Alderman Barber moved to adopt Resolution No. 2024-8145, A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER. Seconded by Alderman Holpfer. All voted Aye; motion carried.

SUBSTITUTION OF
ALTERNATIVE
INSURANCE COVERAGE
FOR WATERMAIN
EXTENSION CONTRACT

G.7. Alderman Holpfer moved to approve substitution of alternative insurance coverage provisions in the contract for the watermain extension on the east frontage road of South Lovers Lane Rd. from S. Phyllis Ln. to W. Herda Place with A.W. Oakes & Son, Inc. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

SERVICE AGMT WITH
KONICA MINOLTA
BUSINESS SOLUTIONS
FOR DOCUMENT
MANAGEMENT SYSTEM

G.8. Alderwoman Eichmann moved to approve Professional Services Agreement between the City of Franklin and Konica Minolta Business Solutions USA, Inc. to provide Document Management System (DMS) Software, Licenses, Scanners, and Implementation Services, not to exceed the total project cost of \$71,835 funded by Account No. 41-0144-5841, subject to Attorney technical corrections. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- RES. 2024-8146
AMEND SUBDIVISION
DEVELOPMENT AGMT
CAPE CROSSING
SUBDIVISION
- G.9. Alderman Hasan moved to adopt Resolution No. 2024-8146, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION (PHASE 1) BETWEEN THE CITY OF FRANKLIN AND CAPE CROSSING LLC (SUBDIVIDER). Seconded by Alderman Craig. All voted Aye; motion carried.
- RES. 2024-8147
WARRANTY DEED
ACCEPTANCE FOR
DEDICATION OF
OUTLOT 4 CAPE
CROSSING SUBDIVISION
- G.10. Alderwoman Eichmann moved to adopt Resolution No. 2024-8147, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A WARRANTY DEED FOR DEDICATION OF OUTLOT 4 OF THE RECORDED CAPE CROSSING SUBDIVISION PLAT, DOCUMENT NUMBER 11356311 (TKN 890-1067-000). Seconded by Alderman Craig. All voted Aye; motion carried.
- FINANCIAL
PROCEDURES AND
POLICIES PROTOCOLS
- G.11. Alderwoman Eichmann moved to authorize the Directors of Administration and Finance to access current financial procedures and policies and implement industry standard best practices and project management protocols. Seconded by Alderman Barber. All voted Aye; motion carried.
- ORD. 2024-2614
OPT OUT EXTENDED
HRS CLOSING TIMES
FOR RNC
- G.12. Alderman Holpfer moved to adopt Ordinance No. 2024-2614, AN ORDINANCE TO OPT OUT OF THE EXTENDED HOURS CLOSING TIMES AND TO RETAIN THE CLOSING TIMES CURRENTLY IN EFFECT PURSUANT TO THE WISCONSIN STATUTES FOR ALCOHOL BEVERAGE LICENSED PREMISES IN THE CITY OF FRANKLIN FOR THE DAYS RELATED TO THE REPUBLICAN NATIONAL CONVENTION TO BE HELD IN THE CITY OF MILWAUKEE, PURSUANT TO SUBSECTIONS 64 c.(4)(b)3., (c)3. and (d)3. of 2023 WISCONSIN ACT 73. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2024-2615
AMEND ORD 2023-2569
2024 ANNUAL BUDGET
FOR CAPITAL
IMPROVEMENT FUND -
PARK IMPROVEMENT
\$37,710 LIONS LEGEND
- G.13. Alderman Barber moved to adopt Ordinance No. 2024- 2615, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE \$37,710.00 OF PARK IMPROVEMENT APPROPRIATIONS FOR THE ELECTRIC SERVICE UPGRADES AT LIONS LEGEND PARK. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2024-8148
AWARD ELECT SERVICE
UPGRADES TO J. MILLER
ELECTRIC, INC.
- G.14. Alderman Barber moved to adopt Resolution No. 2024- 8148, A RESOLUTION TO AWARD ELECTRIC SERVICE UPGRADES AT LIONS LEGEND PARK - 8030 S. LEGEND DRIVE, TKN 802-9995-001 TO J. MILLER ELECTRIC, INC.

FOR \$68,330.00. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION
TID 5 DEV AGMT
SHORTFALL AND PILOT
AND RELATED AGMTS
PROVISIONS

- G.17. Alderman Barber moved to enter closed session at 9:30 pm pursuant to Wis. Stat. § 19.85(l)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderman Barber all voted Aye; Alderwoman Day and Alderman Craig voted No, motion carried.

Upon reentering open session at 10:50 p.m., Alderman Craig motioned to direct legal counsel to commence litigation on subject matter by filing a summons and complaint in court on May 8, 2024. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 10:52 p.m.

Mayor Nelson reconvened at 11:00 p.m.

CLOSED SESSION
EXCESSIVE 2023 TAX
ASSESSMENT CLAIM
RAMELANN KALAGIAN

- G.15. Alderman Craig moved to enter closed session at 11:02 p.m. pursuant to § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider the excessive 2023 tax assessment claim submitted by Ramelann Kalagian on January 29, 2024 for the property bearing Tax Key No. 847-0084-001, and governmental actions in relation thereto, and pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Upon reentering open session at 11:06 p.m., Alderman Holpfer moved to deny claim as presented. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
GREG NISENBAUM V.
CITY OF FRANKLIN
EXCESSIVE TAX
ASSESSMENT CLAIM

- G.16. Alderman Barber moved to enter closed session at 11:07 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *Greg Nisenbaum v City of Franklin Excessive Tax Assessment Claim*, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Upon reentering open session at 11:15 p.m., no action taken.

MISCELLANEOUS
LICENSES

- H. Alderman Craig moved to approve the following Operator licenses of the License Committee Meeting of May 7, 2024:

Grant 2023-24 and 2024-25 Operator License to Steven Piontek;
Hold 2023-24 Operator License to Bradley Mazur for correction of application;

Grant Class B Beer & Class C Wine 2023-2024 License to Waha Restaurant LLC, DBA Waha Buffet, 6514 S Lovers Lane Rd, Yanni Jin, Agent;

Grant Extraordinary Entertainment & Special Event to Root River Center-Rootfest Live Music Event, David Church, 7220 W Rawson Ave, 5/31 & 6/1/24;

Grant Extraordinary Entertainment & Special Event & Temporary Class B Beer to Scottish Festivals Inc.-Scottish Highland Games, David Berger, 9100 S 76th St - Croatian Park, 6/1/24;

Approved Business Name Change for Class B Beer & Liquor 2023-2024 to ROC Ventures, LLC- Entity Change DBA Ballpark Commons/The Rock Sports Complex, 7005 S Ballpark Dr, Thomas Johns, Agent;

Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Alderman Craig moved to approve Fireworks displays after Milkmen games-2024. Seconded by Alderwoman Eichmann. On roll call, Alderman Holpfer, Alderman Hasan, Alderman Barber and Alderman Craig voted no; Alderwoman Eichmann and Alderman Day voted Aye; motion failed (2-4-0).

Alderman Craig moved to approve the Summer Concert Series 2024 Season. Seconded by Alderwoman Eichmann. On roll call Alderman Craig, Alderman Barber, Alderwoman Day and Alderman Hasan voted No; Alderwoman Eichmann and Alderman Holpfer voter Aye. Motion Failed. (2-4-0)

Alderman Day motioned to reconsider the vote of the Summer Concert Series at the Umbrella Bar. Seconded by Alderman Eichmann. On roll call Alderman Craig, Alderman Barber voted No. Alderman Day, Alderman Hasan, Alderman Eichmann and Alderman Holpfer voted Aye. Motion Carried. (4-2-0)

Alderman Day motioned to table for consideration at a future (unknown date) Special Common Council meeting that the applicant can confirm the sound system is installed and operational, to have done a sound study check and can provide decibel levels, and that the software is operational on the City website from the sound system monitors. Seconded by Alderman Barber. All vote Aye; motion carried.

Alderman Eichmann moved to approve the Tacos & Tequila/Phase Fest Musical Festival-2024 with an approved sound check the day before with the Mayor, Alderman of the district and residents where they can gage a feel for what's workable and agreed to at the lot line. With a clear understanding of what is acceptable and the Police are aware of the same. Seconded by Alderman Holpfer. On roll call, Alderman Holpfer, Alderman Eichmann, Alderman Hasan vote Aye. Alderman Day, Alderman Barber and Alderman Craig Vote No. Mayor Nelson broke the tie with voting in the affirmative. Motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Craig moved to approve City vouchers with an ending date of May 2, 2024 in the amount of \$5,275,562.17, payroll dated April 19, 2024 in the amount of \$506,720.51 and payments of the various payroll deductions in the amount of \$501,737.72 plus City matching payments, and payroll dated May 3, 2024 in the amount of \$463,877.24 and payments of the various payroll deductions in the amount of \$247,047.49, plus City matching payments, and estimated payroll dated May 17, 2024 in the amount of \$475,000 and payments of the various payroll deductions in the amount of \$520,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
POTENTIAL
COMMERCIAL/RESIDENTIAL
DEVELOPMENT(S)
AND PROPOSAL(S)

- G.18. Alderman Craig moved to enter closed session at 12:35 a.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing/residential development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at 9661, 9745, 9821 W. Loomis Rd., 9710, 9760, 9824 W. St. Martins Road, 9530 W. Puetz Rd., 9355 W. Brenwood Park

Dr. and other properties surrounding the intersection of St. Martins and Loomis Roads, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. All voted Aye; motion carried.

Upon reentering open session at 12:57 a.m., Alderman Craig moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Barber. On roll call, Alderman Craig, Alderman Barber, Alderwoman Day, Alderman Hasan and Alderman Holpfer voted Aye; Alderwoman Eichmann voted No, motion carried (5-1-0).

CLOSED SESSION
POTENTIAL
COMMERCIAL/
INDUSTRIAL/MFG
/DEVELOPMENT(S) AND
PROPOSAL(S)

G.19. Alderman Craig moved to enter closed session at 12:59 a.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/ manufacturing/ development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at 3303 W. Oakwood Rd., and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Day. All voted Aye; motion carried.

Upon reentering open session at 1:11 a.m., Alderman Hasan moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Holpfer. On roll call, Alderman Craig, Alderman Barber, Alderwoman Day, Alderman Hasan and Alderman Holpfer voted Aye; Alderwoman Eichmann voted No, motion carried (5-1-0).

CLOSED SESSION
POTENTIAL ACQUISITION
PROPERTY 0 S. 100TH ST
AND 0 S. LOVERS LANE
RD FOR WATER MAIN
UTILITY EASEMENT
AND WATER MAIN

G.20. Alderwoman Eichmann moved to enter closed session at 1:13 a.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of a portion of the property on 0 S 100th St. (TKN 840-9984-000) and on 0 S Lovers Lane Rd. (TKN 840-9982-003) for a permanent water main utility easement, for the installation of a water main to and for the adjacent Water Tower Park Project and the service area in relation thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 1:16 a.m., Alderwoman Eichmann moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
POTENTIAL
ACQUISITION OF
PROPERTY RESERVED
FOR PUBLIC RD
PURPOSES ON 8050 S.
100TH ST

- G.21. Alderman Holpfer moved to enter closed session at 1:18 a.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of 30.00' RESERVED FOR PUBLIC ROAD PURPOSES property as described and set forth on Certified Survey Map No. 5913, recorded with the Milwaukee County Register of Deeds on November 19, 1993, Reel 3166 Image 1255 to 1259 INCL., upon a portion of the property on 8050 S. 100th St. (TKN 801-9981-001), for the adjacent Water Tower Park Project and access thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 1:33 a.m., Alderman Eichmann moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION
CITY PERSONNEL
PERFORMANCE
EVALUATION

- G.22. Alderman Barber moved to enter closed session at 1:35 a.m. pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. § 19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data or involved in such problems or investigations, and Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 2:43 a.m., Alderman Hasan moved to proceed as discussed in closed session. Seconded by Alderwoman Day. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 2:44 a.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
MAY 15, 2024
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on May 15, 2024, and was called to order at p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Barber. Alderman Craig was excused. Also, in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

CITIZEN COMMENT

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

CLOSED SESSION
APPLICATION APPEAL ROCK
SPORTS COMPLEX 2024
FIREWORKS

C.1. Alderman Barber moved to enter closed session at 6:55 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Eichmann. All voted Aye; motion carried.

Upon reentering open session at 7:37 p.m., Alderwoman Day moved proceedings be had as discussed in closed session. Seconded by Alderman Eichmann. On roll call, Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day all voted Aye, Alderman Barber voted No. (4-1-0) Motion carried.

AMENDED APPLICATION
ROCK SPORTS COMPLEX 2024
FIREWORKS

C.2. Alderwoman Eichmann moved to approve the Extraordinary Entertainment and Special Event License for the 2024 fireworks display after Milkmen games. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Eichmann moved to adjourn the meeting of the Common Council at 8:10 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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<p>APPROVAL</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 05-21-24</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Petition to the City of Franklin Common Council for adoption of a Peace Resolution.</p>	<p>ITEM NUMBER B.1.</p>

Petition to the City of Franklin Common Council for adoption of a Peace Resolution.

COUNCIL ACTION REQUESTED

No action needed, place on file

Petition to the Franklin City Council for the adoption of a Cease-Fire in Gaza Resolution

To the Honorable Members of the Franklin City Common Council:

We, the undersigned residents of Franklin, Wisconsin, come before you to urgently request the addition of a resolution to the agenda for the upcoming City Council meeting on May 21, 2024. This resolution should call for an immediate cease-fire in Gaza.

As American Palestinians residing in Franklin, along with hundreds of our fellow city citizens, we are directly impacted by the ongoing conflict in Gaza. Many of us have family members who have been killed, injured, or displaced due to the current hostilities. Additionally, the psychological and emotional strain of witnessing the destruction of our ancestral homeland is profound and debilitating.

Our connection to the conflict is further complicated by the use of U.S. taxpayer funds, including our own, which are used to support military actions. As taxpayers, it is profoundly distressing to see our contributions used in a manner that perpetuates violence against innocent civilians.

We believe that the City of Franklin has a moral responsibility to advocate for peace and the cessation of bloodshed. By adopting a resolution calling for a cease-fire, our city can set a powerful example of compassion and leadership.

We ask that the City Council recognize the human cost of this conflict and take a firm stand for peace. We urge you to include this resolution in your next meeting agenda, allowing for a public expression of support for an immediate end to the violence in Gaza.

Your leadership can help pave the way toward peace and demonstrate to thousands of your constituents that their voices are heard, their pain is acknowledged, and their calls for peace are supported.

Thank you for considering this grave matter. We look forward to your support and action.

List of Franklin residents:

	Name	City	State	Postal Code	Country	Signed On
1	Ibrahim Abu-Arqoub	Franklin	WI	53132	US	5/10/2024
2	Mayyadah Salameh	Franklin	WI	53132	US	5/10/2024
3	Leila Sadeden	Franklin	WI	53133	US	5/10/2024
4	Safa Abuarqoub	Franklin	WI	53132	US	5/10/2024
5	Dania Aldebbeh	Franklin	WI	53132	US	5/10/2024
6	Nisreen Wshah	Franklin	WI	53132	US	5/10/2024
7	Heba Badwan	Franklin	WI	53132	US	5/10/2024
8	Omar Abuarqoub	Franklin	WI	53132	US	5/10/2024
9	Laith Aljaradat	Franklin	WI	53132	US	5/10/2024
10	Shalayan Ahmad	Franklin	WI	53132	US	5/10/2024
11	Mariam Hamed	Franklin	WI	53132	US	5/10/2024
12	Lina Badwan	Franklin	WI	53132	US	5/10/2024
13	Aya Hamed	Franklin	WI	53132	US	5/10/2024
14	Zaina Almughrabi	Franklin	WI	53154	US	5/10/2024
15	Yousef Alzalloum	Franklin	WI	53132	US	5/10/2024
16	Yousef Abu Awwad	Franklin	WI	53132	US	5/10/2024
17	Vanessa Ahmad	Franklin	WI	53132	US	5/10/2024
18	Ahmed ABUBAKER	Franklin	WI	53132	US	5/10/2024
19	Taym Qtairi	Franklin	WI	53132	US	5/10/2024
20	Marwa Abuarqoub	Franklin	WI	53132	US	5/10/2024
21	Marwa Daher	Franklin	WI	53132	US	5/10/2024
22	Omar Daher	Franklin	WI	53132	US	5/10/2024
23	Marwa Daher	Franklin	WI	53132	US	5/10/2024
24	Tania Shaik	Franklin	WI	53132	US	5/10/2024
25	Liaquat Ali	Franklin	WI	53132	US	5/10/2024
26	Murad Badwan	Franklin	WI	53132	US	5/10/2024
27	Amina Qadan	Franklin	WI	53132	US	5/10/2024
28	Areeb Masood	Franklin	WI	53132	US	5/10/2024
29	Hussam Hamed	Franklin	WI	53132	US	5/10/2024
30	Nariman Hamdan	Franklin	WI	53132	US	5/10/2024
31	maya a	Franklin	WI	53132	US	5/10/2024
32	Aisha Ali	Franklin	WI	53132	US	5/10/2024
33	Aminah Hamdan	Franklin	WI	53132	US	5/10/2024
34	Faraj Jaber	Franklin	WI	53132	US	5/10/2024
35	hayat omari	Franklin	WI	53132	US	5/10/2024
36	Jaser Jaber	Franklin	WI	53154	US	5/10/2024

37	Hikmat Hamed	Franklin	WI	53132	US	5/10/2024
38	Basema Yasin	Franklin	WI	53132	US	5/10/2024
39	Khaled Abukhamireh	Franklin	WI	53132	US	5/10/2024
40	Seba Qabaja	Franklin	WI	53132	US	5/10/2024
41	Fauzia Qureshi	Franklin	WI	53132	US	5/10/2024
42	Jenna Hamdan	Franklin	WI	53132	US	5/10/2024
43	Rodina Assad	Franklin	WI	53154	US	5/10/2024
44	Paylasan Assad	Franklin	WI	53132	US	5/10/2024
45	teto mustafa	Franklin	WI	53221	US	5/11/2024
46	malak abuinaaj	Franklin	WI	53133	US	5/11/2024
47	Razan Assad	Franklin	WI	53132	US	5/11/2024
48	Sheila Badwan	Franklin	WI	53132	US	5/11/2024
49	nurbanu gungor	Franklin	WI	53154	US	5/11/2024
50	Zamzam Zaman	Franklin	WI	53132	US	5/11/2024
51	Tariq Shamali	Franklin	WI	53132	US	5/11/2024
52	Leen Alkhadra	Franklin	WI	53132	US	5/11/2024
53	Rami Alsabab	Franklin	WI	53132	US	5/11/2024
54	Hassan Elghannam	Franklin	WI	53213	US	5/11/2024
55	Nabila Yahya	Franklin	WI	53132	US	5/11/2024
56	Hamdan Rizvi	Franklin	WI	53132	US	5/11/2024
57	Sarah Hammad	Franklin	WI	53132	US	5/11/2024
58	Luran Allabadi	Franklin	WI	53132	US	5/11/2024
59	Jana Elshiekh	Franklin	WI	53154	US	5/11/2024
60	Rama Mhanna	Franklin	WI	53132	US	5/11/2024
61	Ella Opliger	Franklin	WI	53132	US	5/11/2024
62	Kate Sheridan	Franklin	WI	53132	US	5/11/2024
63	Fadi Hajsaid	Franklin	WI	53132	US	5/11/2024
64	Ola Ibrahim	Franklin	WI	53132	US	5/11/2024
65	Tareq Hamed	Franklin	WI	53132	US	5/11/2024
66	Jana Zairani	Franklin	WI	53132	US	5/11/2024
67	Sophie Lazear	Franklin	WI	52132	US	5/11/2024
68	Mais Mustafa	Franklin	WI	53132	US	5/11/2024
69	Jamal Daher	Franklin	WI	53132	US	5/11/2024
70	Azmi Shehadeh	Franklin	WI	53132	US	5/11/2024
71	Josiah Saavedra	Franklin	WI	53132	US	5/11/2024
72	Naji AlRamahi	Franklin	WI	53132	US	5/11/2024
73	Rami Murrar	Franklin	WI	53132	US	5/12/2024
74	yusuf siddiqi	Franklin	WI	53132	US	5/12/2024
75	Kareem Hajsaid	Franklin	WI	53132	US	5/12/2024
76	Yusuf Zuberi	Franklin	WI	53132	US	5/12/2024
77	Abdelrahman Jabr	Franklin	WI	53132	US	5/12/2024

78	Madelyn Davenport	Franklin	WI	53233	US	5/12/2024
79	Jehad Murrar	Franklin	WI	53132	US	5/13/2024
80	Mai Alessaly	Franklin	WI	53132	US	5/13/2024
81	Mohammed Saif	Franklin	WI	53132	US	5/13/2024
82	Nabeelah Syed	Franklin	WI	53132	US	5/13/2024
83	Elina Ravandi	Franklin	WI	53132	US	5/13/2024
84	Shahed Hamdan	franklin	WI	53132	US	5/13/2024
85	Ameera Syed	Franklin	WI	53132	US	5/13/2024
86	Charlie Vitrano	Franklin	WI	53132	US	5/14/2024
87	Safa Abdelaziz	Franklin	WI	53132	US	5/14/2024
88	Aya Saif	franklin	WI	53132	US	5/14/2024
89	Mesk saif	franklin	WI	53132	US	5/14/2024

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 5/21/2024</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">STAFF CITY ATTORNEY JOB DESCRIPTION DISCUSSION AND APPROVAL</p>	<p align="center">ITEM NUMBER M.2.</p>
<p>BACKGROUND</p> <p>Mayor Nelson proposes transitioning from a contracted attorney to employing a staff city attorney within the municipality. This strategic shift aligns with long-term objectives and promises substantial fiscal benefits.</p> <p>FISCAL NOTE</p> <p>The transition is expected to result in significant cost savings, with projected budgets indicating potential significant reductions in legal expenditures. The estimated budget for the staff attorney position in 2024 is \$182,895.</p> <p>RECOMMENDATION</p> <p>Mayor Nelson recommends transitioning from a contracted attorney to a staff attorney model, citing potential cost savings, improved operational efficiency, and enhanced legal support tailored to the City's needs.</p> <p align="center">COUNCIL ACTION REQUESTED</p> <p>Discussion and approval of the Staff City Attorney Job Description.</p> <p>Or as the Council deems appropriate.</p>		

Mayor – JRN

MEMORANDUM

DATE: May 17, 2024

TO: Common Council Members

FROM: John R. Nelson, Mayor

SUBJECT: Transition from Contracted Attorney to Staff Attorney: Fiscal Impact Analysis and Recommendation

Dear Council Members:

I recommend a strategic shift from utilizing a contracted city attorney to employing a staff city attorney within our municipality. This transition promises substantial fiscal benefits and aligns seamlessly with our long-term strategic objectives.

For many years, we have depended on the legal services provided by Wesolowski, Reidenbach & Sajdak, S.C. While this partnership has been valuable, the potential advantages of having an in-house staff attorney are undeniable, particularly regarding fiscal prudence, operational efficiency, and tailored legal services to meet our unique needs.

Fiscal Impact Analysis:

1. Cost Comparison:

- Our analysis of legal expenditures from 2021 to 2024 underscores the significant portion of our budget allocated to legal fees, with Wesolowski, Reidenbach & Sajdak, S.C. accounting for a substantial share. Please refer to the attached document, "Legal Fees 2021-2024," for a detailed breakdown.
- By transitioning to a staff attorney, we anticipate considerable savings in external legal costs. Comparing the rates and budgets of city attorneys across similar municipalities offers invaluable insights into industry standards and cost structures. This comparison informs our decision-making process and highlights the potential for enhanced fiscal responsibility.
- To conduct the financial analysis between the contracted legal expenditures and the projected budget for an in-house staff attorney, we compared the total expenditures over a similar timeframe with the projected budgets.
 - **Contracted Legal Expenditures (2021- Mid-April 2024):**
Total Expenditures: \$1,211,712.87
 - **Projected Budget for Staff Attorney (2024):**
Total Budget: \$182,895

- **Projected Budget for Staff Attorney (2024-Mid-April 2027):**
Total Estimated Budget: \$632,246.47 (based on a 3% annual increase)
- Considering the projected budget for the staff attorney from 2024 to mid-April 2027, accounting for a 3% annual increase, the estimated budget is \$632,246.47. While this represents an increase compared to the 2024 budget, it still demonstrates potential cost savings compared to the incurred contracted legal expenditures since 2021.
- Overall, transitioning to an in-house staff attorney model can yield substantial cost savings over the long term.

2. Operational Efficiency:

- Implementing a staff attorney model offers immediate accessibility and dedicated support to our departments, streamlining our response to legal matters and providing continuity. This proactive approach can mitigate litigation expenses and associated costs, enhancing operational efficiency.
- Here are some specific examples or scenarios illustrating how a staff attorney's immediate accessibility and dedicated support would streamline legal matters and enhance operational efficiency:

Real-Time Legal Advice

- Imagine a situation where a department head needs urgent legal advice regarding a contract negotiation with a vendor. With a staff attorney, the department head can immediately consult the attorney, receive guidance, and make informed decisions without waiting for external legal counsel's availability. This real-time support speeds up decision-making processes and ensures legal compliance.

Review and Approval Process

- Consider a scenario where various city departments draft ordinances or policies requiring legal review and approval. With a staff attorney readily accessible, departmental staff can collaborate with the attorney throughout the drafting process. This close collaboration facilitates timely legal assessments, revisions, and approvals, eliminating delays associated with outsourcing legal reviews to external firms.

Contract Management

- When the city manages multiple contracts simultaneously, having a staff attorney allows for efficient contract management. The attorney can oversee contract negotiations, review contract terms, and ensure legal compliance without relying on external legal counsel for each contract. This streamlined process reduces bottlenecks and expedites the execution of contracts.

Litigation Support

- If the city becomes involved in legal disputes or litigation, having an in-house staff attorney provides immediate support. The attorney can work closely with external litigation counsel, gather necessary documentation, conduct legal research, and provide strategic guidance to city officials. This collaborative approach enhances the city's ability to manage legal proceedings and minimize potential risks effectively.

Training and Education

- Another scenario involves the need for ongoing training and education on legal matters for city employees. A staff attorney can develop training programs, conduct workshops, and regularly provide legal updates to departmental staff. By enhancing employees' legal knowledge and awareness, the city can proactively address legal issues and prevent potential compliance issues.

Policy Development and Review

- In the scenario where the city council proposes new ordinances or policies necessitating legal review and analysis, the presence of a staff attorney proves invaluable. The staff attorney collaborates closely with the city council and pertinent stakeholders to draft and review proposed ordinances. Through this collaboration, the attorney meticulously evaluates legal implications, compliance considerations, and potential impacts, thereby enabling informed decision-making by the council. This close partnership streamlines the process, ensuring that ordinances are legally sound, align with the city's objectives, and are robust enough to withstand potential legal challenges.

Emergency Response

- A readily available staff attorney is invaluable in emergencies or unforeseen legal issues, such as environmental incidents or public safety concerns. The attorney can provide immediate legal guidance, liaise with relevant authorities, and coordinate legal responses to mitigate risks and protect the city's interests.

In each of these scenarios, the staff attorney's immediate accessibility and dedicated support enable faster decision-making, proactive risk management, and enhanced legal compliance, ultimately contributing to improved operational efficiency within the municipality.

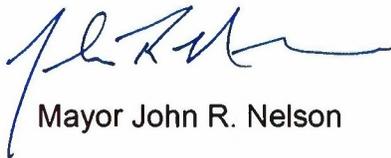
3. Comparable Municipality Analysis:

- The " Comparable Staff Attorney Salaries" document provides informative data on neighboring municipalities that have successfully adopted a staff attorney model. Benchmarking against these communities reaffirms the cost-effectiveness and operational advantages of such a transition.

In conclusion, transitioning from a contracted attorney to a staff attorney represents a strategic and fiscally responsible decision for Franklin. The evidence presented underscores the potential for significant cost savings, improved operational efficiency, and enhanced legal support tailored to our unique requirements. Therefore, I strongly recommend proceeding with this transition.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John R. Nelson', with a long horizontal flourish extending to the right.

Mayor John R. Nelson

Attachments:

1. Legal Fees 2021-2024
 2. Comparable Staff Attorney Salaries
 3. Potential Budget Projection for Staff Attorney
 4. City Attorney Job Description
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Description of Attachments

Legal Fees 2021-2024

The attached document, "Legal Fees 2021-2024," is a vital resource for our budget planning and resource allocation. It offers a comprehensive overview of the legal fees incurred by the City of Franklin over a three-and-one-half-year period from 2021 to mid-April 2024. This document breaks down these fees by vendor, account number, and fund number, providing critical insights into how we allocate legal expenditures across different categories and funds within the municipality. Furthermore, it highlights the total expenditures for each year and fund, enabling a detailed analysis of our legal expenditures and spending patterns over the specified timeframe.

Comparable Staff Attorney Salaries

The attached document, "Comparable Staff Attorney Salaries," comprehensively compares staff attorney salaries across several municipalities, including Sun Prairie, Wauwatosa, Muskego, Oak Creek, Mount Pleasant, and Fitchburg. It lists the minimum, maximum, and current salary ranges for city attorneys in each municipality, offering valuable insights into the compensation structures prevalent in comparable communities. Additionally, the document presents the average salary for city attorneys based on 2023 data, along with a projected 3% increase for 2024. This information serves as a crucial benchmark for assessing the competitiveness of staff attorney salaries in the City of Franklin and informs decision-making regarding compensation adjustments.

*Examples of adopted 2024 staff attorney budgets for Muskego, Oak Creek, New Berlin, and West Allis have been included.

Potential Budget Projection for Staff Attorney

The attached document, "Potential Budget Projection for Staff Attorney," is a significant financial estimate. It outlines the anticipated budget projection for the staff attorney position in the City of Franklin. This document includes various expense categories related to attorney wages and benefits, such as salaries, FICA (Federal Insurance Contributions Act), retirement contributions, retiree health benefits, group health and dental insurance, life insurance, and workers' compensation. The total projected budget for the staff attorney position amounts to \$182,895, with benefits calculated based on actual rates for the year 2024. This document is a crucial tool to assist in our budget planning and resource allocation for hiring a staff attorney within the municipality.

City Attorney Job Description

The attached document, "City Attorney Job Description," is a job description for the position of Staff City Attorney within the City of Franklin. It outlines the responsibilities, qualifications, and requirements for the role. Key points covered include essential duties and responsibilities, qualifications in terms of education, training, and experience, as well as required knowledge, skills, and abilities. Additionally, it provides information on physical demands, the work environment, and miscellaneous details related to the position. The document serves as a comprehensive guide for understanding the expectations and qualifications associated with the Staff City Attorney role within the municipality, ensuring stakeholders are well-informed and prepared.

Vendor	2021	2022	2023	2024	Totals
WESOLOWSKI, REIDENBACH & SAJDAK, SC	326,021.18	340,678.68	303,685.25	66,445.61	1,036,830.72
VON BRIESEN & ROPER SC	6,830.46	16,534.76	62,781.23	414.00	86,560.45
CRIVELLO CARLSON S.C.	577.50				577.50
QUARLES & BRADY LLP	22,127.05	7,877.50	4,308.00		34,312.55
CONCURRENCE ADR LLC		3,997.25	4,793.75		8,791.00
BUELOW VETTER			2,145.00		2,145.00
LINDNER & MARSACK			10,312.50	4,650.00	14,962.50
ATTOLLES LAW, S.C.			5,413.15		5,413.15
CADE LAW GROUP LLC			18,450.00		18,450.00
THE ROSE GROUP				3,670.00	3,670.00
	355,556.19	369,088.19	411,888.88	75,179.61	174,882.15

Account Number	Account	2021	2022	2023	2024	Totals
01-0147-5252	Labor Attorney	7,407.96	16,219.76	75,238.73	5,064.00	103,930.45
01-0161-5212	Legal Services	180,620.76	178,046.76	183,014.76	39,917.19	581,599.47
01-0161-5213	Legal Services-Court	55,404.46	53,100.96	51,698.46	12,221.24	172,425.12
01-0161-5214	Board&Commssn Support-Paralg	59,873.46	58,797.96	39,884.03	3,183.18	161,738.63
01-0161-5251	Special Attorney Service		3,997.25	10,206.90	3,670.00	17,874.15
01-0161-5253	Attorney fees - Additional Services	5,584.00	7,137.00	4,374.00		17,095.00
01-0621-5212	Legal Services			18,450.00		18,450.00
17-0651-5212	Legal Services	19,552.55		3,948.00		23,500.55
40-0161-5212	Legal Services	5,994.00	2,232.00	5,544.00	751.50	14,521.50
43-0161-5212	Legal Services	2,233.50	1,710.00	14,359.50	8,847.00	27,150.00
44-0161-5212	Legal Services	17,586.00	39,510.00	4,846.50	1,480.50	63,423.00
45-0161-5212	Legal Services	1,110.50	8,336.50	324.00	45.00	9,816.00
48-0161-5212	Legal Services	189.00				189.00
		355,556.19	369,088.19	411,888.88	75,179.61	1,211,712.87

Fund Number	Fund	2021	2022	2023	2024	Totals
01	General	308,890.64	317,299.69	382,866.88	64,055.61	1,073,112.82
17	Tourism	19,552.55		3,948.00		23,500.55
40	TID 8	5,994.00	2,232.00	5,544.00	751.50	14,521.50
43	TID 5	2,233.50	1,710.00	14,359.50	8,847.00	27,150.00
44	TID 6	17,586.00	39,510.00	4,846.50	1,480.50	63,423.00
45	TID 7	1,110.50	8,336.50	324.00	45.00	9,816.00
48	TID 3	189.00				189.00
		355,556.19	369,088.19	411,888.88	75,179.61	1,211,712.87

Comps information provided by Dana - 2023 rates
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	Minimum	Maximum	Current
Sun Prairie City Attorney	117,682	158,870	141,568
Wauwatosa City Attorney	106,330	145,787	145,787
Muskego City Attorney	116,200	151,011	125,438
Oak Creek City Attorney	94,338	n/a	119,634
Mount Pleasant City Attorney	138,728	180,346	159,537 *
Fitchburg City Attorney	117,187	167,419	136,614
City Attorney - Average (2023)			138,096
3% increase for 2024			4,143
			<u>142,239</u>

* Averaged the minimum and maximum since current salary information is unavailable.

**CITY OF MUSKEGO
OPERATING EXPENSES
ADOPTED 2024 BUDGET**

October 25, 2022

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT TITLE</u>	<u>2022 PRIOR YEAR ACTUAL</u>	<u>2023 ADOPTED BUDGET</u>	<u>2023 AMENDED BUDGET</u>	<u>8/31/2023 YTD ACTUAL</u>	<u>2023 ANNUAL PROJECTION</u>	<u>2024 ADOPTED BUDGET</u>
GENERAL GOVERNMENT - MAYOR:							
100.01.01.00.5101	SALARIES AND WAGES	\$0	\$45,760	\$45,760	\$29,984	\$39,037	\$48,273
100.01.01.00.5105	SALARIES AND WAGES-ELECTED	\$126,099	\$63,035	\$63,035	\$33,869	\$57,629	\$64,408
100.01.01.00.5150	AUTO ALLOWANCE	\$3,500	\$3,500	\$3,500	\$2,289	\$3,559	\$3,500
100.01.01.00.5152	EXPENSE ALLOWANCE	\$11,206	\$8,800	\$8,800	\$7,323	\$11,390	\$11,200
100.01.01.00.5201	FICA	\$10,166	\$9,264	\$9,264	\$5,416	\$8,209	\$9,818
100.01.01.00.5202	PENSION	\$4,720	\$5,560	\$5,560	\$3,060	\$4,633	\$7,775
100.01.01.00.5203	HEALTH INSURANCE	\$31,743	\$22,760	\$22,760	\$15,403	\$22,064	\$21,404
100.01.01.00.5204	LIFE INSURANCE	\$236	\$152	\$152	\$112	\$159	\$252
100.01.01.01.5206	EMPLOYEE HEALTH SCREENINGS	\$0	\$0	\$0	\$0	\$0	\$8,500
100.01.01.01.5207	BENEFIT CONSULTANT	\$0	\$0	\$0	\$0	\$0	\$25,750
100.01.01.00.5229	HEALTH INS. ALLOWANCE	\$0	\$0	\$0	\$400	\$0	\$960
100.01.01.01.5301	TRAINING/HR	\$0	\$0	\$0	\$150	\$0	\$9,000
100.01.01.01.5302	MILEAGE/HR	\$0	\$0	\$0	\$0	\$0	\$100
100.01.01.00.5303	CONFERENCES AND SPECIAL EVEN	\$215	\$750	\$750	\$739	\$500	\$2,000
100.01.01.01.5303	CONFERENCES/HR	\$0	\$0	\$0	\$0	\$0	\$1,100
100.01.01.00.5305	DUES AND MEMBERSHIPS	\$9,365	\$8,950	\$8,950	\$11,038	\$11,038	\$11,500
100.01.01.01.5305	DUES AND MEMBERSHIPS/HR	\$0	\$0	\$0	\$0	\$0	\$2,704
100.01.01.01.5506	SOFTWARE CHARGES/HR	\$0	\$0	\$0	\$5,530	\$0	\$6,635
100.01.01.00.5601	TELEPHONE/CITY HALL	\$480	\$480	\$480	\$478	\$480	\$480
100.01.01.01.5601	TELEPHONE/HR	\$0	\$0	\$0	\$0	\$0	\$480
100.01.01.00.5701	OFFICE SUPPLIES AND EXPENSES	\$594	\$300	\$300	\$186	\$300	\$300
100.01.01.01.5701	OFFICE SUPPLIES & EXPENSES/HR	\$0	\$0	\$0	\$0	\$0	\$1,000
100.01.01.01.5805	LABOR ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$5,000
100.01.01.00.5820	CONTRACTED SERVICES	\$49,566	\$0	\$0	\$21,480	\$21,480	\$0
100.01.01.01.6015	EMPLOYEE ASSISTANCE PROGRAM	\$0	\$0	\$0	\$0	\$0	\$5,000
MAYOR Total		\$247,891	\$169,310	\$169,310	\$137,455	\$180,478	\$247,139
GENERAL GOVERNMENT - FINANCE & ADMINISTRATION:							
100.01.03.00.5101	SALARIES AND WAGES	\$275,823	\$309,698	\$309,698	\$199,013	\$307,750	\$321,396
100.01.03.00.5102	OVERTIME	\$7,509	\$2,500	\$2,500	\$1,938	\$3,369	\$7,980
100.01.03.00.5105	WAGES - POLL WORKERS	\$42,677	\$20,643	\$20,643	\$19,534	\$20,643	\$53,046
100.01.03.00.5201	FICA	\$21,987	\$24,397	\$24,397	\$15,075	\$23,337	\$25,472
100.01.03.00.5202	PENSION	\$18,346	\$21,229	\$21,229	\$13,665	\$21,156	\$22,727
100.01.03.00.5203	HEALTH INSURANCE	\$79,427	\$49,444	\$49,444	\$58,376	\$89,977	\$72,879
100.01.03.00.5204	LIFE INSURANCE	\$1,087	\$1,108	\$1,108	\$770	\$1,156	\$1,340
100.01.03.00.5229	HEALTH INS. ALLOWANCE	\$4,881	\$6,711	\$6,711	\$1,328	\$2,059	\$3,594
100.01.03.00.5301	TRAINING	\$1,003	\$1,000	\$1,000	\$40	\$0	\$500
100.01.03.01.5301	TRAINING/CLERK	\$0	\$0	\$0	\$0	\$0	\$500
100.01.03.00.5302	MILEAGE & EXP REIMB	\$2,141	\$1,000	\$1,000	\$341	\$500	\$500
100.01.03.01.5302	MILEAGE & EXP REIMB/CLERK	\$0	\$0	\$0	\$0	\$0	\$600
100.01.03.00.5303	CONFERENCES & SPECIAL EVENTS	\$3,894	\$4,000	\$4,000	\$630	\$4,000	\$2,000
100.01.03.01.5303	CONF & SPECIAL EVENTS/CLERK	\$0	\$0	\$0	\$0	\$0	\$5,000
100.01.03.00.5305	DUES AND SUBSCRIPTIONS	\$1,511	\$2,000	\$2,000	\$480	\$500	\$750
100.01.03.01.5305	DUES AND SUBSCRIPTIONS/CLERK	\$0	\$0	\$0	\$0	\$0	\$500
100.01.03.00.5401	COPIER MAINTENANCE	\$498	\$0	\$0	\$0	\$0	\$0
100.01.03.00.5410	EQUIP MAINT/PURCHASE/RENTAL	\$4,105	\$3,750	\$3,750	\$2,009	\$3,750	\$4,000
100.01.03.00.5502	COMPUTER CHARGES	\$494	\$800	\$800	\$703	\$840	\$850
100.01.03.00.5506	FINANCIAL SOFTWARE CHARGES	\$9,570	\$15,000	\$15,000	\$7,946	\$12,000	\$12,500
100.01.03.01.5506	CLERK SOFTWARE CHARGES	\$0	\$0	\$0	\$0	\$0	\$1,000
100.01.03.00.5601	TELEPHONE/CITY HALL	\$900	\$864	\$864	\$850	\$864	\$864
100.01.03.00.5701	OFFICE SUPPLIES	\$1,256	\$3,000	\$3,000	\$1,916	\$2,500	\$1,500
100.01.03.00.5704	OTHER SUPPLIES & EXPENSES	\$14,953	\$7,000	\$7,000	\$6,927	\$7,000	\$2,000
100.01.03.01.5704	OTHER SUPPLIES & EXP/CLERK	\$0	\$0	\$0	\$0	\$0	\$45,000
100.01.03.00.5713		\$0	\$600	\$600	\$0	\$0	\$0
100.01.03.01.5713	PRINT MATERIALS	\$0	\$0	\$0	\$37	\$0	\$500
100.01.03.00.5801	TAX BILL DIST FEES	\$24,677	\$25,000	\$25,000	\$18,617	\$25,000	\$25,000
FINANCE & ADMIN Total		\$516,740	\$499,745	\$499,745	\$350,194	\$526,400	\$611,998

**CITY OF MUSKEGO
OPERATING EXPENSES
ADOPTED 2024 BUDGET**

October 25, 2022

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT TITLE</u>	<u>2022 PRIOR YEAR ACTUAL</u>	<u>2023 ADOPTED BUDGET</u>	<u>2023 AMENDED BUDGET</u>	<u>8/31/2023 YTD ACTUAL</u>	<u>2023 ANNUAL PROJECTION</u>	<u>2024 ADOPTED BUDGET</u>
GENERAL GOVERNMENT - ASSESSOR:							
100.01.04.00.5503	COMPUTER CHARGES/ASSESSOR	\$22,165	\$30,000	\$30,000	\$310	\$25,000	\$25,000
100.01.04.00.5801	PROFESSIONAL SERVICES	\$84,037	\$83,800	\$83,800	\$73,203	\$83,800	\$85,400
100.01.04.00.5802	BOARD OF REVIEW & NOTICES	\$800	\$1,200	\$1,200	\$557	\$850	\$1,000
100.01.04.00.5830	REVALUATION EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSOR Total		\$107,002	\$115,000	\$115,000	\$74,071	\$109,650	\$111,400
GENERAL GOVERNMENT - LAW:							
100.01.05.00.5101	SALARIES & WAGES	\$96,963	\$142,577	\$142,577	\$95,745	\$151,698	\$147,614
100.01.05.00.5201	FICA	\$7,676	\$11,274	\$11,274	\$7,496	\$11,869	\$11,660
100.01.05.00.5202	PENSION	\$5,609	\$8,530	\$8,530	\$5,582	\$8,857	\$10,185
100.01.05.00.5204	LIFE INSURANCE	\$472	\$674	\$674	\$769	\$1,284	\$691
100.01.05.00.5229	HEALTH INSURANCE ALLOWANCE	\$3,400	\$4,800	\$4,800	\$3,080	\$4,936	\$4,800
100.01.05.00.5303	CONFERENCES & TRAINING	\$196	\$1,000	\$1,000	\$0	\$500	\$1,000
100.01.05.00.5305	DUES AND MEMBERSHIP	\$1,511	\$1,000	\$1,000	\$573	\$750	\$1,000
100.01.05.00.5506	COMPUTER CHARGES	\$5,737	\$5,400	\$5,400	\$3,217	\$5,400	\$5,750
100.01.05.00.5601	TELEPHONE/CITY HALL	\$480	\$480	\$480	\$320	\$480	\$480
100.01.05.00.5701	OFFICE SUPPLIES AND EXPENSES	\$595	\$1,000	\$1,000	\$911	\$1,000	\$1,000
100.01.05.00.5805	ATTORNEY	\$11,394	\$10,000	\$10,000	\$19,856	\$20,000	\$10,000
LAW Total		\$134,032	\$186,735	\$186,735	\$137,547	\$206,773	\$194,180
GENERAL GOVERNMENT - NON-DEPARTMENTAL:							
100.01.06.00.5203	HRA/FSA PLANS - DIVERSIFIED	\$5,241	\$5,000	\$5,000	\$3,705	\$5,000	\$5,000
100.01.06.00.5205	PCOR FEES	\$234	\$250	\$250	\$258	\$258	\$250
100.01.06.00.5206	BENEFIT CONSULTANT FEES	\$8,025	\$8,025	\$8,025	\$14,583	\$25,000	\$0
100.01.06.00.5410	MAINT & RENTAL OF EQ/VEHICLES	\$687	\$2,500	\$2,500	\$0	\$500	\$2,500
100.01.06.00.5506	SOFTWARE MAINTENANCE	\$25,595	\$30,000	\$30,000	\$29,968	\$30,000	\$30,000
100.01.06.00.5601	LAND LINE LONG DISTANCE	\$22,249	\$20,000	\$20,000	\$13,793	\$20,000	\$20,000
100.01.06.00.5701	OFFICE SUPPLIES AND EXPENSES	\$4,395	\$8,000	\$8,000	\$6,712	\$6,500	\$8,000
100.01.06.00.5702	VENDING MACHINES	\$257	\$300	\$300	\$260	\$250	\$300
100.01.06.00.5704	MISC SUPPLIES AND EXPENSES	\$4,688	\$6,000	\$6,000	\$3,702	\$5,000	\$6,000
100.01.06.00.5710	POSTAGE	\$27,327	\$25,000	\$25,000	\$16,715	\$25,000	\$30,000
100.01.06.00.5810	AUDIT & SPECIAL ACCOUNTING S	\$12,000	\$15,000	\$15,000	\$22,455	\$15,000	\$15,000
100.01.06.00.5820	CITY ROAD-LANDSCAPE/MAINT	\$59,872	\$65,000	\$65,000	\$62,465	\$65,000	\$65,000
100.01.06.00.6001	NOTICES AND PUBLICATIONS	\$2,816	\$10,000	\$10,000	\$2,232	\$5,000	\$10,000
100.01.06.00.6002	CRIMINAL HISTORY CHECKS	\$2,471	\$2,500	\$2,500	\$2,401	\$2,500	\$2,500
100.01.06.00.6014	ELECTRONIC PAYMENT FEES	\$0	\$3,000	\$3,000	\$23,829	\$3,000	\$3,000
100.01.06.00.6020	UNEMPLOYMENT COMPENSATION	\$0	\$5,000	\$5,000	\$2,220	\$3,000	\$5,000
100.01.06.00.6021	EMPLOYEE SAFETY	\$2,177	\$2,000	\$2,000	\$294	\$2,000	\$2,500
100.01.06.00.6045	PERSONAL/REAL PROP TAX - W/O	\$105	\$1,000	\$1,000	\$5,464	\$4,500	\$1,000
100.01.06.00.6055	SENIOR TAXI	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$10,000
100.01.06.00.6101	WORKERS COMPENSATION	\$223,397	\$246,000	\$246,000	\$161,331	\$220,000	\$200,000
100.01.06.00.6102	LIABILITY INSURANCE - GEN & PD	\$36,338	\$38,000	\$38,000	\$29,627	\$39,500	\$40,750
100.01.06.00.6103	PROPERTY INSURANCE	\$70,853	\$78,000	\$78,000	\$75,177	\$75,177	\$82,000
100.01.06.00.6104	AUTO PHYSICAL DAMAGE INSURANCE	\$18,902	\$20,000	\$20,000	\$14,432	\$19,500	\$20,000
100.01.06.00.6105	PUBLIC OFFICIALS LIABILITY INS	\$23,333	\$23,800	\$23,800	\$18,726	\$25,000	\$25,750
100.01.06.00.6106	CYBER ERM	\$0	\$0	\$0	\$0	\$0	\$0
100.01.06.00.6107	CRIME INSURANCE	\$2,415	\$2,500	\$2,500	\$2,415	\$2,415	\$2,500
100.01.06.00.6108	INS. DEDUCTIBLES/REIMBRSMEN	\$17,678	\$25,000	\$25,000	\$16,142	\$25,000	\$25,000
100.01.06.00.6109	AUTO LIABILITY INSURANCE	\$9,443	\$13,500	\$13,500	\$7,766	\$10,500	\$11,000
100.01.06.00.6110	CYBER	\$9,833	\$10,000	\$10,000	\$4,642	\$7,500	\$10,000
NON-DEPARTMENTAL Total		\$605,331	\$680,375	\$680,375	\$556,311	\$657,100	\$633,050



DEPARTMENT: CITY ATTORNEY'S OFFICE

DEPARTMENTAL DETAIL INFORMATION

200 TRAVEL/TRAINING	\$1,500
Miscellaneous training classes	
400 OFFICE SUPPLIES	\$150
Miscellaneous office supplies needed for two employees	
415 POSTAGE	\$150
Postage costs for various administrative items	
420 DUES & PUBLICATIONS	\$6,000
Miscellaneous for the City Attorney and Assistant City Attorney	
525 LEGAL SERVICES	\$84,000
Contracted legal services	
TOTAL	\$91,800

CITY OF OAK CREEK
2024 ADOPTED BUDGET

GL NUMBER	DESCRIPTION	2021		2022		2023		2024		ORIGINAL BUDGET	AMT CHANGE	ORIGINAL BUDGET	% CHANGE
		ACTIVITY		ACTIVITY		ACTIVITY		ACTIVITY					
APPROPRIATIONS													
Dept 50 - CITY ATTORNEY'S OFFICE													
DIRECT EMPLOYEE COSTS													
10-50-41-10000	SALARIES - FULL TIME	110,137	115,303	117,878	119,644	131,840	13,962	11.8					
10-50-41-10500	SALARIES - PART TIME	17,834	18,249	22,335	22,335	23,005	670	3.0					
10-50-41-12500	CAR ALLOWANCE	1,800	1,800	1,800	1,800	1,800	-	-					
10-50-41-13000	RETIREMENT	7,676	7,502	8,016	8,136	9,097	1,081	13.5					
10-50-41-13500	SOCIAL SECURITY	10,503	10,630	10,726	10,999	11,846	1,120	10.4					
10-50-41-15000	INSURANCE - ACTIVE HEALTH	16,812	16,812	16,812	16,812	16,812	-	-					
10-50-41-16000	INSURANCE - WORKMANS COMP	272	243	290	290	319	29	10.0					
10-50-41-16500	INSURANCE - DISABILITY	265	265	275	275	275	-	-					
10-50-41-17000	INSURANCE - DENTAL	1,650	1,650	1,650	1,650	1,650	-	-					
10-50-41-17500	INSURANCE - GROUP LIFE	183	192	200	200	200	-	-					
	DIRECT EMPLOYEE COSTS	167,132	172,646	179,982	182,141	196,844	16,862	9.4					
INDIRECT EMPLOYEE COSTS													
10-50-42-20000	TRAVEL/TRAINING	295	-	1,500	500	1,500	-	-					
	INDIRECT EMPLOYEE COSTS	295	-	1,500	500	1,500	-	-					
SUPPLIES													
10-50-44-40000	OFFICE SUPPLIES	-	-	150	150	150	-	-					
10-50-44-41500	POSTAGE	247	66	150	150	150	-	-					
10-50-44-42000	DUES AND PUBLICATIONS	2,042	5,253	6,000	6,000	6,000	-	-					
	SUPPLIES	2,289	5,319	6,300	6,300	6,300	-	-					
OTHER SERVICES													
10-50-45-52500	ATTORNEY/LEGAL OUTSIDE SERVICE	12,525	14,325	84,000	20,000	84,000	-	-					
	OTHER SERVICES	12,525	14,325	84,000	20,000	84,000	-	-					
	TOTAL APPROPRIATIONS	182,241	192,290	271,782	208,941	288,644	16,862	6.2					

CITY OF NEW BERLIN
ADOPTED 2024 BUDGET

5/13/2024

EXPENDITURES	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 6 MOS.	2023 ESTIMATED TOTAL	2024 MAYOR PROPOSED	Council Adjustments	2024 ADOPTED BUDGET
GENERAL GOVERNMENT	5,705,784	6,424,631	6,860,437	3,419,472	6,697,884	7,718,508	40,198	7,758,706
PUBLIC SAFETY	17,400,724	17,878,116	19,080,527	8,909,487	18,558,635	20,184,307	695,396	20,879,703
PUBLIC WORKS	3,922,144	4,063,939	4,384,393	2,214,614	4,378,640	4,491,825	(33,554)	4,458,071
COMMUNITY DEVELOPMENT	688,080	721,629	783,880	355,205	729,514	760,531	(3,321)	757,210
LIBRARY	1,510,725	1,543,056	1,694,415	771,593	1,694,415	1,757,614	28	1,757,642
PARK AND RECREATION	1,339,387	1,637,082	1,715,107	764,295	1,751,614	2,078,129	(14,607)	2,083,522
EQUIPMENT REPLACEMENT	175,000	341,414	265,000	265,000	265,000	150,000	90,000	240,000
UNCLASSIFIED	3,408	-	300,000	-	-	300,000	-	300,000
DEBT SERVICE	8,440,549	9,022,425	10,084,647	9,088,085	10,084,647	12,336,068	-	12,336,068
TOTAL EXPENDITURES	39,183,779	41,632,292	45,168,406	25,785,751	44,160,349	49,776,782	774,140	50,550,922
REVENUES								
TAXES:								
GENERAL PROPERTY TAX	27,813,189	29,748,131	32,440,834	27,048,978	32,440,834	34,304,020	(216,789)	34,087,231
OTHER TAXES	842,170	772,560	836,400	430,196	818,240	832,500	-	832,500
INTERGOVERNMENTAL	3,955,367	5,294,641	5,249,437	1,577,000	5,315,336	5,533,926	990,929	6,524,855
LICENSES AND PERMITS	1,276,179	1,449,436	1,197,280	476,246	1,258,282	1,343,250	-	1,343,250
FINES & FORFEITURES	326,547	304,270	315,000	163,327	320,000	330,000	-	330,000
PUBLIC CHARGES FOR SERVICES	2,243,851	2,018,568	2,239,508	1,305,477	2,330,188	2,665,198	-	2,665,198
INTERDEPARTMENTAL	572,509	559,821	585,599	69,884	585,599	640,099	-	640,099
COMMERCIAL	465,487	544,659	527,433	1,105,788	1,308,433	1,322,279	-	1,322,279
APPROPRIATION FROM SURPLUS	1,000,000	1,000,000	1,000,000	-	1,000,000	1,000,000	-	1,000,000
TRANSFERS:								
GOLF COURSE RESERVE FUND	634,325	235,828	236,500	-	236,500	232,000	-	232,000
SCHOOL LEASE PAYMENT	78,110	78,110	-	-	-	-	-	-
DEBT SERVICE FUND	495,198	308,529	258,732	-	256,732	621,192	-	621,192
IMPACT FEE FUND	55,000	20,000	10,000	-	10,000	10,000	-	10,000
TAX INCREMENT DISTRICT	90,263	248,528	273,883	-	273,683	942,319	-	942,319
TOTAL REVENUES	39,848,195	42,583,081	45,168,406	32,176,695	46,153,827	49,776,782	774,140	50,550,922

CITY OF NEW BERLIN
ADOPTED BUDGET OF EXPENDITURES FOR 2024
COMPARED WITH ACTUAL EXPENDITURES FOR 2021, 2022 AND BUDGETED FOR 2023

GENERAL GOVERNMENT	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 6 MOS.	2023 ESTIMATED TOTAL	2024 MAYOR PROPOSED	Council Adjustments	2024 ADOPTED BUDGET
501 MAYOR	250,502	266,684	239,956	115,170	240,569	253,297	(3,568)	249,729
502 COUNCIL	87,969	88,536	88,536	51,868	89,618	90,299	-	90,299
503 CUSTOMER SERVICE COMM'	550	520	1,500	-	1,500	1,500	-	1,500
504 HUMAN RESOURCES	580,854	655,274	706,108	383,889	675,124	717,516	(875)	718,641
505 FINANCE	519,837	512,361	557,392	282,402	544,955	597,334	(3,297)	594,037
506 ASSESSOR	442,897	463,772	491,694	226,640	491,694	531,880	(2,885)	528,995
508 CITY ATTORNEY	248,661	312,048	303,300	152,010	303,300	303,300	-	303,300
509 MUNICIPAL COURT	170,046	175,703	185,847	101,492	207,211	218,110	(1,520)	216,590
510 SAFETY SATURDAY	2,481	6,997	7,000	7,000	9,386	9,388	-	9,386
513 BUILDINGS & GROUNDS	1,173,919	1,349,611	1,448,269	582,276	1,325,235	1,869,690	18,365	1,888,055
514 INSURANCE	699,907	793,468	698,799	429,835	698,799	698,799	-	698,799
515 INFORMATION TECHNOLOGY	1,015,472	1,159,033	1,521,050	759,658	1,498,745	1,692,181	27,191	1,719,372
516 CITY CLERK/COMMUNITY REL	511,677	639,349	608,986	327,410	609,748	733,216	6,787	740,003
528 LANOMARK COMMISSION	1,012	1,275	2,000	40	2,000	2,000	-	2,000
TOTAL	5,705,784	6,424,631	6,860,437	3,419,472	6,697,884	7,718,508	40,198	7,758,706

CITY OF NEW BERLIN
ADOPTED BUDGET OF EXPENDITURES FOR 2024
COMPARED WITH ACTUAL EXPENDITURES FOR 2021, 2022 AND BUDGETED FOR 2023

PUBLIC SAFETY	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 6 MOS.	2023 ESTIMATED TOTAL	2024 MAYOR PROPOSED	Council Adjustments	2024 ADOPTED BUDGET
517 FIRE/POLICE COMMISSION	12,326	33,397	22,000	8,380	22,105	12,000	-	12,000
521 POLICE DEPARTMENT	10,356,577	10,440,607	11,316,503	5,130,824	11,191,670	11,914,800	(52,554)	11,862,246
523 FIRE DEPARTMENT	5,689,808	6,001,760	6,276,641	3,054,479	5,906,685	6,791,323	750,933	7,542,256
524 EMERGENCY MANAGEMENT	63,938	83,296	106,587	55,010	102,013	107,598	479	108,077
525 PUBLIC FIRE PROTECTION	705,893	705,893	705,893	352,947	705,893	705,893	-	705,893
526 INSPECTION DIVISION	564,982	605,963	645,503	303,447	623,069	645,493	(3,462)	642,031
527 SEALER OF WEIGHTS & MEAS	7,200	7,200	7,200	4,400	7,200	7,200	-	7,200
TOTAL	17,400,724	17,878,116	19,080,527	8,909,487	18,558,635	20,184,307	695,396	20,879,703
COMMUNITY DEVELOPMENT								
529 DCD ADMINISTRATION	366,266	377,396	406,222	190,448	393,100	408,264	(1,396)	406,868
530 PLANNING SERVICES DIVISION	319,814	344,233	377,658	164,758	336,414	352,267	(1,925)	350,342
TOTAL	686,080	721,629	783,880	355,205	729,514	760,531	(3,321)	757,210
PUBLIC WORKS								

TOTALS	39,848,195	42,583,081	45,188,406	32,176,695	46,153,827	49,776,782	774,140	50,550,922
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CITY OF NEW BERLIN
2024 ADOPTED BUDGET

Org	Object	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 6 MOS.	2023 ESTIMATED TOTAL	2024 MAYOR PROPOSED	Council Adjustments	2024 ADOPTED BUDGET
15010000	50010SALARY-FULL TIME	183,109	175,911	151,177	74,740	151,323	151,323		151,323
	SALARY-ADJUSTMENT			-			1,411	474	1,885
15010000	51010RETIREMENT	11,402	11,147	10,280	5,372	10,744	10,290		10,290
15010000	51020FICA	12,261	13,490	11,565	5,816	11,632	11,576		11,576
15010000	51030HEALTH INSURANCE	41,317	45,474	43,599	22,156	44,312	55,072	(4,111)	50,961
15010000	51060LONG-TERM DISABILITY	85	100	85	38	76	85		85
	BENEFIT ADJUSTMENT			-			205	69	274
15010000	51065VISION/DENTAL INSURANCE	774	838	774	387	774	774		774
15010000	51070LIFE INSURANCE	288	298	266	95	342	270		270
15010000	53040TELEPHONE/CELL PHONE	629	705	560	227	566	566		566
15010000	54120OFFICE SUPPLIES	458	294	500	171	500	500		500
15010000	54240SUBSCRIPTIONS	255	186	275	190	275	275		275
15010000	54270MEMBERSHIP DUES	183	163	175	163	175	175		175
15010000	54280BUSINESS EXPENSES	1,200	1,200	1,200	600	1,200	1,200		1,200
15010000	54300CONFERENCE/SEMINAR/MEETING	133	275	1,000	200	500	1,000		1,000
15010000	54350PROMOTION/RELATIONS	15,417	13,603	15,000	2,015	15,000	15,000		15,000
15010000	54390SPECIAL PROJECTS	3,000	3,000	3,000	3,000	3,000	3,000		3,000
15010000	54521TECHNOLOGY/SOFTWARE						75		75
15010000	59010EQUIPMENT	11	-	500	-	150	500		500
	TOTAL	250,502	266,684	239,956	115,170	240,569	253,297	(3,566)	249,729
	502 - COMMON COUNCIL								
15020000	50020SALARY-PART TIME	49,600	49,600	49,600	25,283	49,600	49,600		49,600
15020000	51020FICA	5,296	5,296	5,296	2,647	5,296	5,296		5,296
15020000	54270MEMBERSHIP DUES	12,073	12,640	12,640	13,722	13,722	14,403		14,403
15020000	54280BUSINESS EXPENSES	21,000	21,000	21,000	10,017	21,000	21,000		21,000
	TOTAL	87,969	88,536	88,538	51,668	89,618	90,299	-	90,299
	503 - CUSTOMER SERVICE COMMITTEE								
15030000	54060PRINTING/ADVERTISING	-	-	300	-	300	300		300
15030000	54350PROMOTION/RELATIONS	550	520	1,200	-	1,200	1,200		1,200
	TOTAL	550	520	1,500	-	1,500	1,500	-	1,500

Org	Object	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 6 MOS.	2023 ESTIMATED TOTAL	2024 MAYOR PROPOSED	Council Adjustments	2024 ADOPTED BUDGET
15040000	50010SALARY-FULL TIME	190,633	206,330	246,046	90,602	197,547	211,229		211,229
	SALARY-ADJUSTMENT			-			4,715	1,585	6,300
15040000	51010RETIREMENT	12,738	12,889	18,711	6,144	13,416	14,363		14,363
15040000	51020FICA	14,076	15,263	17,408	6,519	14,700	16,159		16,159
15040000	51030HEALTH INSURANCE	29,492	28,585	31,536	13,065	30,192	33,792	(2,691)	31,101
15040000	51040RETIREE HEALTH INS	196,442	191,918	215,250	111,490	205,000	240,538		240,538
15040000	51050POLICE RETIREE HEALTH TRUST	83,693	84,993	89,313	89,313	89,313	90,653		90,653
15040000	51060LONG TERM DISABILITY	109	83	107	38	157	241		241
	BENEFIT ADJUSTMENT			-			686	231	917
15040000	51065VISION/DENTAL INSURANCE	853	739	1,216	303	851	1,092		1,092
15040000	51070LIFE INSURANCE	324	332	428	162	353	377		377
15040000	51080UNEMPLOYMENT COMP.	4,568	(7,042)	15,000	4,359	15,000	14,000		14,000
15040000	51090FLEXIBLE BENEFITS	13,890	14,051	13,500	13,595	14,000	14,500		14,500
15040000	52010PROFESSIONAL SERVICES	8,175	8,159	12,500	9,145	12,500	12,500		12,500
15040000	52060LABOR ATTDRNEY	9,000	81,638	15,000	32,662	50,000	30,000		30,000
15040000	52070EMPLOYMENT TESTING	4,860	6,188	8,235	2,530	8,235	8,235		8,235
15040000	53040TELEPHONE/CELL PHONE	894	1,522	1,080	569	1,080	1,656		1,656
15040000	54060PRINTING/RECRUITING	2,242	2,255	5,280	1,324	5,280	5,280		5,280
15040000	54120OFFICE SUPPLIES	40	664	1,000	449	1,000	1,000		1,000
15040000	54220BOOKS & PAMPHLETS	135							
15040000	54270MEMBERSHIP DUES	438	717	1,500	0	1,500	1,500		1,500
15040000	54300CONFERENCE/SEMINAR/MEETING	671	966	2,000	374	2,000	2,000		2,000
15040000	54330SAFETY & WELLNESS	5,083	1,532	8,500	500	8,500	8,500		8,500
15040000	54350EMPLOYEE SERVICE AWARDS	2,498	3,492	4,500	727	4,500	4,500		4,500
	TOTAL	580,854	655,274	708,108	383,889	675,124	717,516	(875)	716,641

Org	Object	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 6 MOS.	2023 ESTIMATED TOTAL	2024 MAYOR PROPOSED	Council Adjustments	2024 ADOPTED BUDGET
15050005	50010SALARY-FULL TIME	267,917	264,729	313,952	142,541	297,115	313,151		313,151
15050005	50020SALARY-PART TIME	61,220	61,529	66,000	38,219	69,500	71,600		71,600
15050005	50070SALARY-OVERTIME	7,323	10,670	2,500	1,254	2,600	2,500		2,500
	SALARY-ADJUSTMENT			-			7,953	2,674	10,627
15050005	51010RETIREMENT	20,591	20,306	24,828	11,095	22,808	24,381		24,381
15050005	51020FICA	24,026	24,962	21,531	13,309	26,958	29,625		29,625
15050005	51030HEALTH INSURANCE	78,549	55,884	66,258	30,408	63,380	77,334	(6,360)	70,974
15050005	51060LONG TERM DIS	236	213	160	87	164	245		245
	BENEFIT ADJUSTMENT			-			1,157	389	1,546
15050005	51065VISION/DENTAL INSURANCE	1,094	702	856	277	502	1,242		1,242
15050005	51070LIFE INSURANCE	481	874	547	281	542	561		561
15050005	52010PROFESSIONAL FEES	7,057	6,622	7,300		7,300	7,500		7,500
15050005	52080AUDIT FEES	44,751	51,037	45,475	40,427	46,000	51,500		51,500
15050005	54120OFFICE SUPPLIES	253	1,701	1,000	875	1,000	1,200		1,200
15050005	54140DATA PROC SUPPLIES	1,634	4,501	1,200		1,200	1,500		1,500
15050005	54270MEMBERSHIP DUES	129	85	85	85	85	85		85
15050005	54300CONFERENCE/SEMINAR/MEETING	344	784	2,000		500	2,000		2,000
15050005	54521TECHNOLOGY/SOFTWARE	921	3,300		1,501	1,501			



**CITY OF WEST ALLIS
SUMMARY OF POSITIONS
2024**

BENEFITTED POSITIONS

Department or Division	2023	2023		2023		2024				2024	
	Benefit Auth. (FTE)	Misc PT Non-Benefit Pos	Dept Total	General Fund	Other Funding Sources	Adj	Position Change	Auth. Pos	General Fund Pos	Other Funding Pos	Misc PT Non-Benefit Pos
Alderspersons	10.00		10.00	10.00				10.00	10.00		
Mayor	1.00		1.00	1.00				1.00	1.00		
City Attorney	6.00	1.00	7.00	6.00				6.00	6.00		1.00
Municipal Court	2.90	0.50	3.40	2.90				2.90	2.90		0.50
City Assessor	3.00		3.00	3.00				3.00	3.00		3.00
City Administration & Gen Govt	0.75		0.75	0.75				0.75	0.75		
Information Technology	9.00		9.00	9.00				9.00	9.00		0.10
Finance	7.75		7.75	7.00	0.75			7.75	7.00	0.75	
Treasurer	7.00		7.00	6.25	0.75			7.00	6.25	0.75	0.00
Human Resources	5.00		5.00	5.00				5.00	5.00		
Clerk	2.25	50.00	52.25	2.25				2.25	2.25		50.00
Police Department	160.15	22.00	182.15	160.15			(0.60)	159.55	159.55		22.00
Fire Department *	102.00	0.10	102.10	102.00	0.10			102.10	101.10	1.00	0.10
Economic Development	3.75	0.00	3.75	1.75	2.00			3.75	1.75	2.00	
Planning & Zoning (incl Housing)	8.75		8.75	3.85	4.90			8.75	3.85	4.90	
Code Enforcement **	12.00	2.00	14.00	10.00	2.00			12.00	9.95	2.05	2.00
Health Department (incl Sr Ctr)	36.28		36.28	22.50	13.78	(0.48)		35.80	21.50	14.30	1.48
Public Library	16.50	7.78	24.28	16.50				16.50	16.50		7.80
Public Works											
Administration	4.00		4.00	4.00				4.00	4.00		
Building, Electrical & Inventory	23.00	3.00	26.00	23.00				23.00	23.00		4.00
Street & Sanitation	49.00	7.00	56.00	49.00				49.00	49.00		5.00
Forestry	12.00	10.00	22.00	12.00				12.00	12.00		16.00
Fleet Services	9.00		9.00	9.00				9.00	9.00		
Engineering	18.00	2.00	20.00	18.00			(1.00)	17.00	17.00		1.00
Water Utility *	18.00		18.00		18.00			18.00		18.00	
Marketing & Events	6.45	4.00	10.45		6.45			6.45		6.45	4.00
TOTALS	533.53	109.38	642.91	484.90	48.73	(0.48)	(1.60)	531.55	481.35	50.20	117.98
				Total 2023 Benefit Positions 533.63		Total Changes (2.08)		Total 2024 Benefit Positions 531.55			

* Beginning 2023 figure adjusted to correct error

*** Misc PT Non-Benefitted Positions may be shown by FTE or by number of employees in positions

**CITY OF WEST ALLIS GENERAL FUND
EXPENDITURES BY DEPARTMENT
2024 BUDGET**

EXPENDITURES	2021	2022	2023	2023	2023	2023	2024	% Change	
	Actual	Actual	Budget	Adj Budget	Year-to-Date	Estimate	Budget		
GENERAL GOVERNMENT									
Common Council	\$ 148,082	\$ 147,462	\$ 162,977	\$ 162,977	\$ 118,304	\$ 161,017	\$ 151,828	\$ (11,149)	(6.8%)
Mayor	112,515	120,824	123,395	123,395	90,692	123,235	127,936	4,541	3.7%
Municipal Court	340,774	340,776	335,876	335,876	257,672	340,906	347,460	11,584	3.4%
City Administration & General Government	209,838	163,852	187,012	187,012	128,483	170,860	810,339	623,327	333.3%
City Assessor	216,411	202,160	390,033	390,033	265,634	340,411	425,318	35,285	9.0%
City Attorney	1,144,833	788,292	901,672	1,151,672	867,264	1,110,633	901,038	(634)	(0.1%)
Information Technology	1,816,486	1,652,353	1,507,944	1,507,944	1,062,007	1,429,570	1,512,235	4,291	0.3%
Human Resources	623,578	609,687	655,813	655,813	488,861	649,704	749,136	93,323	14.2%
Finance	713,043	729,475	1,038,388	1,038,388	644,097	844,895	1,092,706	54,318	5.2%
City Clerk	405,897	488,852	536,135	536,135	430,930	522,553	649,657	113,522	21.2%
Treasurer	264,637	499,203	581,340	581,340	392,421	515,760	663,990	82,650	14.2%
Marketing & Events (formerly Communications)	-	-	713,824	713,824	493,127	689,609	984,531	270,707	37.9%
Promotion, Celebrations, Awards	90,514	147,396	170,766	170,766	125,444	187,525	-	(170,766)	(100.0%)
General Fringe Benefits *	1,564,368	1,379,584	1,706,860	1,706,860	722,819	1,471,860	797,105	(909,755)	(53.3%)
Other General Government	6,043,092	6,323,646	1,034,309	1,034,309	809,123	907,614	533,039	(501,270)	(48.5%)
TOTAL GENERAL GOVERNMENT	13,694,068	13,593,562	10,046,344	10,296,344	6,896,878	9,465,952	9,746,318	(300,026)	(3.0%)
PUBLIC SAFETY									
Police & Fire Commission	50,452	35,972	37,840	37,840	31,092	36,605	38,347	507	1.3%
Police	19,395,590	21,423,282	23,297,624	23,297,624	15,194,238	21,941,652	24,043,836	746,212	3.2%
Fire	13,428,920	15,483,573	15,320,538	15,320,538	10,850,757	15,089,707	16,050,470	729,932	4.8%
Code Enforcement	1,322,958	1,020,758	1,286,524	1,286,524	915,264	1,192,313	1,369,165	82,641	6.4%
Other Public Safety	34,197,920	37,963,585	39,942,526	39,942,526	26,991,351	38,260,277	41,888,368	386,550	998.0%
TOTAL PUBLIC SAFETY	34,197,920	37,963,585	39,942,526	39,942,526	26,991,351	38,260,277	41,888,368	1,945,842	4.9%
PUBLIC WORKS									
Public Works	9,393,337	9,335,506	11,365,088	11,115,088	7,528,645	10,220,254	11,646,181	281,093	2.5%
Engineering	1,249,421	1,046,941	1,092,315	1,092,315	703,835	930,472	1,107,882	15,567	1.4%
TOTAL PUBLIC WORKS	10,642,758	10,382,447	12,457,403	12,207,403	8,232,480	11,150,726	12,754,063	295,660	2.4%
HEALTH & HUMAN SERVICES									
Health Department	1,777,145	1,893,135	2,192,315	2,192,315	1,514,029	2,040,057	2,226,461	34,146	1.6%
TOTAL HEALTH & HUMAN SERVICES	1,777,145	1,893,135	2,192,315	2,192,315	1,514,029	2,040,057	2,226,461	34,146	1.6%
CULTURE & RECREATION									
Senior Center	186,115	182,078	234,188	234,188	160,381	213,726	241,725	7,537	3.2%
Library	2,279,649	2,045,085	2,167,540	2,167,540	1,578,872	2,117,463	2,117,463	(50,077)	(2.3%)
TOTAL CULTURE & RECREATION	2,465,764	2,227,163	2,401,728	2,401,728	1,739,253	2,331,189	2,359,188	(42,540)	(1.8%)
CONSERVATION & DEVELOPMENT									
Planning & Zoning	392,636	273,562	511,829	511,829	248,208	340,446	442,284	(69,545)	(13.6%)
Economic Development	177,487	126,536	133,855	133,855	146,144	139,919	151,318	17,463	13.0%
TOTAL CONSERVATION & DEVELOPMENT	570,123	400,098	645,684	645,684	394,352	480,365	593,602	(52,082)	(8.1%)
TOTAL EXPENDITURES	\$ 63,347,778	\$ 66,459,990	\$ 67,686,000	\$ 67,686,000	\$ 45,768,343	\$ 63,728,566	\$ 69,568,000	\$ 1,882,000	2.8%

* City paid fringe benefit expenses for most benefits such as FICA, pension, health, dental, and life insurance are included in departmental budgets.
General fringe benefits includes cost of miscellaneous benefit programs not specifically attributable to individual departments

2023 Accomplishments



-
- Continued ongoing municipal code update
 - Resolved several significant litigation matters and claims
 - Expended \$0 on outside litigation counsel
 - Update policy and procedure manual

2024 Initiatives



-
- Continue to utilize in-house attorneys and avoid outside counsel
 - Assist clerk's office in administering 2024 election cycle
 - Continue working to address public nuisance properties

**CITY OF WEST ALLIS
CITY ATTORNEY
2024 BUDGET**

EXPENDITURES	2021	2022	2023	2023	2023	2023	2023	2023	2024	2024	2024	%
	Actual	Actual	Budget	Adj Budget	Year-to-Date	Estimate	Request	Budget	Request	Budget	Change	Change
Salaries - Full-Time	\$ 542,053	\$ 561,559	\$ 569,034	\$ 569,034	\$ 428,596	\$ 569,034	\$ 544,358	\$ 544,358	\$ 544,358	\$ 544,358	\$ (24,976)	(4.3%)
Salaries - Part-Time	16,266	14,707	20,800	20,800	15,859	16,719	20,800	20,800	20,800	20,800	-	-
Overtime	-	89	-	-	-	89	-	-	-	-	-	-
Other Pay	1,114	-	-	-	-	-	-	-	-	-	-	-
Health Insurance	79,753	90,308	91,714	91,714	70,863	91,714	93,242	93,242	93,242	93,242	1,528	1.7%
Dental Insurance	5,029	5,591	5,793	5,793	4,338	5,793	5,700	5,700	5,700	5,700	(93)	(1.6%)
Other Benefits	1,186	1,201	1,300	1,300	2,421	2,015	5,151	5,151	5,151	5,151	3,851	296.2%
Payroll Taxes	41,801	42,904	45,123	45,123	33,117	45,123	43,235	43,235	43,235	43,235	(1,888)	(4.2%)
Pension	36,569	36,529	40,108	40,108	29,132	40,108	38,996	38,996	38,996	38,996	(1,112)	(2.8%)
PERSONNEL	723,771	752,888	773,872	773,872	584,326	770,595	751,482	751,482	751,482	751,482	(22,390)	(2.9%)
Other Professional Services	12,809	11,130	24,500	24,500	13,254	9,000	69,576	69,576	69,576	69,576	45,076	184.0%
Maintenance Contracts	2,384	2,384	2,600	2,600	2,503	2,503	2,630	2,630	2,630	2,630	30	1.2%
PROFESSIONAL SERVICES	15,193	13,514	27,100	27,100	15,757	11,503	72,206	72,206	72,206	72,206	45,106	166.4%
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Rentals	-	-	-	-	-	-	-	-	-	-	-	-
Repair & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Supplies	680	1,075	1,600	1,600	676	900	1,500	1,500	1,500	1,500	(100)	(6.3%)
Books & Subscriptions	6,339	6,348	7,000	7,000	4,850	6,411	4,500	4,500	4,500	4,500	(2,500)	(35.7%)
Other Maint & Supplies	-	-	-	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Printing	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE & SUPPLIES	7,019	7,423	8,600	8,600	5,526	7,311	6,000	6,000	6,000	6,000	(2,600)	(30.2%)
Training & Travel	4,610	4,403	6,600	6,600	5,349	6,224	5,850	5,850	5,850	5,850	(750)	(11.4%)
Regulatory & Safety	-	-	-	-	-	-	-	-	-	-	-	-
Insurance & Claims	393,985	10,064	85,000	335,000	256,306	315,000	65,000	65,000	65,000	65,000	(20,000)	(23.5%)
Retiree Benefits	-	-	-	-	-	-	-	-	-	-	-	-
Other Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS	398,595	14,467	91,600	341,600	261,655	321,224	70,850	70,850	70,850	70,850	(20,750)	(22.7%)
Capital Items	255	-	500	500	-	-	500	500	500	500	-	-
Transfers-Out	-	-	-	-	-	-	-	-	-	-	-	-
OTHER USES	255	-	500	500	-	-	500	500	500	500	-	-
TOTAL EXPENDITURES	\$ 1,144,833	\$ 788,292	\$ 901,672	\$ 1,151,672	\$ 867,264	\$ 1,110,633	\$ 901,038	\$ 901,038	\$ 901,038	\$ 901,038	\$ (634)	(0.1%)

2024 BUDGET NOTES:

The Increase in Other Benefits is a reallocation of long-term disability and workers comp benefits to departments that were previously recorded as a General City expenditure. The City's claims experience is difficult to predict and can vary significantly from year-to-year. The reduction represents an adjustment to an estimate for an average claims year. The reduction in Books & Subscriptions was done to support Flock cameras in the Police Department. A reorganization in the Attorney's Office reduced personnel costs while adding a commensurate increase in Other Professional Services for outside counsel.

Wages & Benefits		Attorney	
5111 Salaries-FT	140,000		
5151 FICA	10,710		Benefits calculated
5152 Retirement	9,660		using 2024 actual
5153 Retiree Health	350		rates
5154 Group Hlth & Dental	21,537		
5155 Life Insurance	470		
5156 Workers Comp	168		
	<u>182,895</u>		
Grand Total	<u>182,895</u>		

CITY OF FRANKLIN
Job Description

Job Title: City Attorney

Department: Legal Services

Reports To: Mayor

Salary Level: Grade 13

FLSA Status: Exempt

Prepared By: Kelly Hersh, Director of Administration, and Dana Zahn, Human Resources Manager

Prepared Date: May 2024

Approved By: Common Council

Approved Date: *TBD (May 21, 2024)*

Summary: The City Attorney plays a pivotal role in our city, being responsible for a diverse range of tasks and managing all legal affairs on behalf of the City. This is in strict accordance with Section 62.09(12) of the Wisconsin Statutes and Section 55-2 of the City of Franklin Municipal Code. As legal counsel, the City Attorney advises and represents all municipal officials, officers, and departments. Additionally, the City Attorney will handle prosecuting cases in Municipal Court. Essential duties include drafting and scrutinizing ordinances, resolutions, policies, procedures, and contracts to ensure strict alignment with relevant state, federal, and local regulations. The role prioritizes expertise in municipal law, civil code enforcement, quality of life concerns, land use and development, zoning regulations, labor relations, claims management, debt collection, contract examination, and legislative interpretation.

The City of Franklin is committed to equal employment opportunities and can help ensure a diverse pool of applicants feel welcome to apply.

Essential Duties and Responsibilities

- Provide legal counsel and written opinions to the Mayor, Common Council, Department Heads, and Committees on municipal operations, including compliance with ordinances, statutes, case law, and regulations.
- Draft legal documents, including resolutions, ordinances, contracts, and litigation materials.
- Represents the City in administrative proceedings, including prosecution and defense.
- Evaluates and negotiates third-party claims against the City.
- Administers labor and employment legal matters and enforces health and safety codes.
- Provides legal representation in mediation, arbitration, and court proceedings.
- Offers training on legislation and recommends policy changes for legal compliance.
- Coordinates risk management activities with the Director of Administration.
- Attends meetings to advise on legal implications and responds to stakeholder inquiries.
- Performs other related duties as assigned.

Qualifications

Education, Training, & Experience

- This position requires emotional intelligence, a strong work ethic, accountability, and initiative to perform the duties effectively.
- Doctor of Jurisprudence Degree from an accredited law school.
- An active member of the Wisconsin State Bar Association in good standing.
- At least ten years of experience providing municipal or related legal services for a City or similar government or organization; 3 to 5 years of experience developing and implementing a department budget; experience in handling public sector litigation.
- Previous experience as a City Attorney or Assistant City Attorney in Wisconsin is strongly preferred.
- Direct counsel experience with tax incremental financing and development agreement negotiating and drafting is strongly preferred.
- Strong leadership, communication, and human relations skills are required.

The City of Franklin reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements. It may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Completion of the National Incident Management System's (NIMS) ICS 100, 200, and IS 700 within six (6) months of employment.

Knowledge, Skills & Abilities

- Extensive knowledge of federal laws, State Statutes, local ordinances, and other legal provisions relating to City Attorney functions and the City Council.
- Comprehensive knowledge of legal procedures, public records, and open meetings law.
- Ability to adapt and learn procedures/laws.
- Ability to read, interpret, explain, and make responsible, independent judgments and decisions in accordance with applicable laws, City policies, ordinances, resolutions, and procedures.
- Knowledge and ability to perform general management functions relating to planning, budgeting, and department leadership.
- Knowledge of organizational sensitivity regarding complex relationships with other City departments and external organizations.
- Ability to communicate information clearly and concisely.
- Ability to establish and maintain an effective and comprehensive records management system.
- Ability to operate equipment necessary for City Council meetings.
- Ability to train, educate, mentor, and motivate employees.
- Skill in fostering an environment where staff strives to improve and streamline current practices.
- Ability to adapt to a continually evolving environment, supporting a data-driven and deadline-oriented workplace.
- Ability to set, implement, and achieve departmental goals consistent with the City's Strategic Plan and Goals.
- Ability to work well under pressure, meet deadlines regularly, manage multiple assignments, and shift priorities, responding with a sense of urgency when issues emerge requiring immediate attention.
- Skill in setting priorities and using organization and problem-solving skills, which support and enable sound decision-making.
- Commitment to ongoing professional development and continuous learning.
- High ethical standards.

- Ability to maintain the confidentiality of records.
- Ability to establish and maintain effective working relationships with a diverse population of people with varied academic, cultural, and socio-economic backgrounds using tact, diplomacy, and courtesy, including, but not limited to, supervisors, employees, and the public.
- Demonstrated ability to promote innovation, operational excellence, and continuous improvement.

Certificates, Licenses, Registrations

Valid Driver's License

Physical Demands

Candidates for the position of City Attorney must possess the physical capacity to perform the duties of the position including, but not limited to, frequent sitting, standing, walking; frequent pushing, pulling, lifting, carrying up to 20 lbs.; occasional lifting up to 50 lbs.; occasional entering and exiting of a personal vehicle; continuous arching of neck; ability to occasionally bend, kneel, twist, stoop, squat, reach, push, pull, climb, etc.; occasional driving in variable and unfavorable weather conditions; ability to continuously focus for long periods on projects or while working on computers.

Work Environment

While performing the duties of this job, the employee is typically in an office building environment. The employee may be required to travel to any of the City of Franklin municipal buildings and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

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.

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$161,113 APPROPRIATIONS AND \$254,613 RESOURCES FOR THE SCHOOL TRAFFIC SIGNAL PROJECT	ITEM NUMBER M.3.

Background

The 2024 Annual Budget appropriated \$250,000 towards the school traffic signal project. Additionally, \$43,500 was carried forward from the 2023 Budget to provide for the design costs. The project design was completed and bids were solicited and received on May 2, 2024. Bids are higher than anticipated and require a budget amendment to proceed.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide for the completion of the school traffic signal project.

Fiscal Note

Initially, there is a direct impact to the City Budget as the funding is to be provided solely by the City. However, the City of Franklin has a Memorandum of Understanding (MOU) with Franklin Public Schools. The MOU states that the School District shall reimburse the City 50% of the total project costs and the City's share is not to exceed \$200,000. There is a written understanding with Franklin Public Schools that their cost directly related to this project, and payable within 30 days from the date of sending an invoice to the school district, is \$254,612.07.

The GL Numbers associated with this amendment are:

Capital Outlay Fund – Fund 46

Revenue:

46-0000-4781	Refunds/Reimbursements	Increase	\$254,613.00
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Expenditure:

46-0331-5839.9780	Traffic Signals-School Traffic Light	Increase	\$161,113.00
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COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Capital Improvement Fund to Provide Additional \$161,113 Appropriations and \$254,613 Resources for the School Traffic Signal Project.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$161,113 APPROPRIATIONS AND \$254,613 RESOURCES FOR THE SCHOOL TRAFFIC SIGNAL PROJECT

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget appropriated \$250,000 for the Franklin school traffic light project; and

WHEREAS, additional appropriations are needed to fully fund and support this project; and

WHEREAS, the City of Franklin has a signed Memorandum of Understanding with Franklin Public Schools for a cost share of this project; and

WHEREAS, Franklin Public Schools intends to reimburse the City of Franklin a total of \$254,612.07 for the school traffic light project; and

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

Section 1 That the 2024 Capital Improvement Fund Budget be amended as follows:

Capital Improvement Fund

0000	Misc. Revenue	Refunds/Reimbursements	Increase	\$254,613
0331	Highway	Traffic Signals	Increase	\$161,113

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	A Resolution to Award Zignego Company, Inc. a Contract to Construct Traffic Signal and Roadway Improvements at South 51st Street and South Preserve Way for \$411,112.07	ITEM NO. Ald. District 5 A, 4,

BACKGROUND

There have historically been traffic concerns at S. 51st Street and S. Preserve Way before and after school at the Franklin High School (8222 S. 51st Street). A memorandum of understanding (MOU) with the Franklin School District to partner on local traffic calming and pedestrian safety enhancements was signed on April 3, 2024 (Item G.18). This project design was completed by raSmith and bids were solicited and received on May 2, 2024.

ANALYSIS

Despite advertising in the normal places and coaxing several contractors, only one bid was received. It is thought that bidding the job in May in a year when all contractors seem busy, few contractors are willing to schedule another project. Should this bid be rejected, Staff recommends that it be rebid in September when contractors are starting to think about their workload in 2025. However, to achieve a better bid, the contractors would likely want to start the complicated construction during the 2024-2025 school year.

The project was solicited as a base bid and four alternates:

- Base bid consisted of all materials and equipment supplied by the Contractor except for the Signal Detection and Emergency Vehicle Preemption.
- Alternate 1 consisted of the Signal Detection Contractor supplied. If this is not selected, the signal would work on a programmable timer only- i.e. hours would be set where the signal would change regardless of any traffic needing the signal for exiting the school.
- Alternate 2 consisted of Contractor supplied Emergency Vehicle Preemption. The Fire and Police departments have asked that this equipment be added to all signals around Franklin.
- Alternate 3 consisted of both Signal Detection and Emergency Vehicle Preemption Contractor provided.
- Alternate 4 included all materials and equipment installed by the Contractor with essentially the above ground equipment provided by the City. The City would purchase the equipment through the State bid contracts and are estimated to be a total of \$81,682.96 from one supplier as detailed in the attached raSmith memorandum.

The single bid was received by Zignego, Company, Inc. as follows:

	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4
Zignego	\$365,542.50	\$36,526.19	\$9,043.38	\$45,569.57	\$333,141.03
Est. Equip.	N/A	Included	Included	Included	\$81,682.96
Project Cost	\$365,542.50	\$402,068.69	\$374,585.88	\$411,112.07	\$414,823.99

A detailed unit price estimate is included with the Bid evaluation and recommendation provided by raSmith. Zignego has worked in Franklin before, most recently the roundabout at S. 51st Street and W. Drexel Avenue. The signal will primarily be done by an electrical subcontractor who is starting their work in the traffic signal sector. Given the simplicity of the signal project and oversight by the experienced prime contractor, Staff is comfortable with awarding the project to Zignego.

It is anticipated long lead times (up to 9 months) for the above ground signal equipment (signal cabinet, pole, signal head, etc.). The contract specifies that the contractor may start on June 10,

2024 and there is an Interim Completion Date of Friday, August 30, 2024 (before the start of the 2024-2025 school year) which includes completion of all excavation, concrete, and underground work. The fully complete all work covered by this proposal on the point of final acceptance by Saturday, June 7, 2025.

The signed Memorandum of Understanding with Franklin Public Schools is attached and item 5 states that the School District shall reimburse the City 50% of the total project costs and the City's Share is not to exceed \$200,000. The design costs for raSmith is \$43,500. The breakdown of costs would be as follows:

	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4
raSmith	\$43,500.00	\$43,500.00	\$43,500.00	\$43,500.00	\$43,500.00
Zignego	\$365,542.50	\$36,526.19	\$9,043.38	\$45,569.57	\$333,141.03
Est. Equip.	N/A	Included	Included	Included	\$81,682.96
Project Cost	\$409,042.50	\$445,568.69	\$418,085.88	\$454,612.07	\$458,323.99
City Cost	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
School Cost	\$209,042.50	\$245,568.69	\$218,085.88	\$254,612.07	\$258,323.99

Based on the estimated cost of the total City procurement of equipment resulting in a larger project cost, Staff recommends that a Zignego Base Bid + Alternate 3 be selected. Franklin Schools has reviewed this information and Staff understands that they agree with selecting Zignego for Base Bid + Alternate 3.

OPTIONS

1. Award the contract (Base Bid) to Zignego for \$365,542.50
2. Award the contract (Base Bid + Alternate 1) to Zignego for \$402,068.69
3. Award the contract (Base Bid + Alternate 2) to Zignego for \$374,585.88
4. Award the contract (Base Bid + Alternate 3) to Zignego for \$411,112.07
5. Award the contract (Alternate 4) to Zignego for \$333,141.03 and direct Staff to return with purchase contracts for the equipment estimated to be \$81,682.96.
6. Reject Zignego bid and direct Staff to rebid project in the fall of 2024 for 2025 construction. raSmith will need some additional fees for this additional effort.

FISCAL NOTE

There is a \$200,000 budget for this project (46-0331-5839.9780). Note that the City will need to pay the contractor the full amount and then receive the balance of \$258,323.99 from the School District.

RECOMMENDATION

(Option 4) Authorize Resolution 2024-____ A resolution to award Zignego Company, Inc. a contract to construct traffic signal and roadway improvements at S. 51st Street and S. Preserve Way for \$411,112.07, contingent upon written confirmation from Franklin Public Schools that they are acceptable to the final project cost of **\$254,612.07**.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD ZIGNEGO COMPANY, INC. A CONTRACT TO
CONSTRUCT TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS AT
SOUTH 51ST STREET AND SOUTH PRESERVE WAY FOR \$411,112.07

WHEREAS, the City of Franklin advertised and solicited bids for the construction of a traffic signal and related pedestrian and traffic control devices on S. 51st Street near the Franklin High School and S. Preserve Way; and

WHEREAS, one bid was received on May 2, 2024 and Zignego Company, Inc. was found to be the lowest responsive and responsible bidder; and

WHEREAS, Zignego Company, Inc. is a qualified public works contractor.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the Base Bid plus Alternate 3 Traffic Signal and Roadway Improvements at South 51st Street and South Preserve Way project to Zignego Company, Inc. for \$411,112.07.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Zignego Company, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

**MEMORANDUM OF UNDERSTANDING:
PARTNERSHIP ON LOCAL TRAFFIC CALMING AND
PEDESTRIAN SAFETY ENHANCEMENTS
(FRANKLIN HIGH SCHOOL TRAFFIC SIGNAL PROJECT)**

This Memorandum of Understanding (“MOU”) between the City of Franklin (“City”) and Franklin Public Schools (“School District”) outlines an agreement to partner on specific traffic controls and signage features to improve pedestrian safety on South 51st Street, namely at the crossway of South Preserve Way (“Road Segment”).

WHEREAS, the City has exclusive jurisdiction over placing features within the rights-of-way of the Road Segment; and

WHEREAS, the City utilizes generally accepted engineering best practices as relates to traffic attenuation and uses the Manual on Uniform Traffic Control Devices (MUTCD) regarding specifications of regulatory signage; and

WHEREAS, the Road Segment is a significantly traveled thoroughfare for students and other pedestrians traveling by foot as well as commuters traveling via automobile and

WHEREAS, the City and School District agree that pedestrian safety, particularly in and adjacent to community schools, is of the utmost importance; and

WHEREAS, to augment existing safety features on the Road Segment, representatives from the City and School District have collaborated on specific public works improvements (the “Work”) and wish that said improvements be constructed as soon as is reasonably practical.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The above recital is hereby incorporated and made a part of this MOU.
2. The City shall be responsible for the design, materials procurement, and construction management for the Work on the Road Segment, as is usual and customary for City roads and rights-of-way.
3. The scope of the Work is as follows:
 - a. Design and construct a traffic signal system at the corner of South Preserve Way and South 51st Street. The traffic signal system shall contain video camera detection (no in-pavement loop detectors), emergency vehicle preemption, and lighting on two light poles. The system will be programable and have a manual override feature. The traffic signal system will be laid out to avoid impacting curb ramps and minimize impact on existing buried utilities. The traffic signals shall be provided with and served by electrical service.

- b. High visibility crosswalks will use continental (“Piano key”) crosswalk markings on all four legs at South Preserve Way and North High School Driveway crossing.
 - c. Install one “SCHOOL” text pavement marking in each direction (Northbound—south of South Preserve Way or south High School southern driveway, southbound—north of West Highlands Drive or northern High School driveway).
 - d. Addition/Modification School Zone Assembly signs. The City will review MUTCD concerning options for sign messaging on school speed limit signing (“when children are present,” “when flashing,” and others). A new flashing beacon school speed limit assembly will be installed northbound north of West Forest Hill Avenue and southbound south of West Drexel Avenue. Upon review of MUTCD, school signing locations and sequence may be modified for MUTCD compliance.
4. Any adjustments or modifications to the traffic signal system or other traffic and pedestrian safety features shall be the City's sole responsibility.
- ★ 5. The City and School District agree to a Cost-Share to fund the costs of the Work. The City shall provide all City Department of Public Works services necessary for the Traffic Signal Project at its own cost and with no cost to the School District. The School District shall reimburse the City 50% of the total project costs (the City's share is not to exceed \$200,000) for the design, purchase, and construction/installation of the improvements (total project costs estimated to be \$300,000). To satisfy the Cost-Share, the City will submit an invoice to the School District after completion of the Work, which the School District shall promptly pay and deliver the payment to the City within 30 days from the date of sending the invoice by the City to the School District. Any payments not paid and delivered promptly by the School District shall accrue interest at 2% per month.
6. The City and School District may add measures to the above scope of Work and reserve the right to implement additional measures without formal amendment to this MOU as long as the measures do not exceed 100% of and for the design, purchase, and construction/installation costs of such additional measures as to the costs thereof to be reimbursed by the School District to the City.
7. The School District is solely responsible for any necessary maintenance, repairs, replacement, and electricity charges regarding the Work for the duration of the School District's presence in this location. Whenever possible, the City, at its discretion, will utilize the existing City Department of Public Works crew to perform the maintenance. When necessary, the City will summon qualified maintenance technicians, and invoices for all contracted work or materials shall be submitted as an invoice to the School District, for which the School District shall promptly pay and deliver the payment to the City within 30 days from the date of the sending of the invoice by the City to the School District. Any payments not paid and delivered promptly by the School District shall accrue interest at 2% per month.

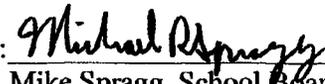
8. This MOU may be formally amended by mutual consent of the Common Council of the City of Franklin and the Board of Education of Franklin Public Schools. Any amendment to this MOU must be made in writing and signed by both parties.

WITNESSING THIS, the Common Council of the City of Franklin and the Board of Education of Franklin Public Schools have authorized this MOU to be signed by their appropriate officers.

CITY OF FRANKLIN

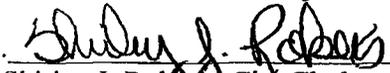
FRANKLIN PUBLIC SCHOOLS

By: 
John R. Nelson, Mayor

By: 
Mike Spragg, School Board President

Date: 4.16.2024

Date: 4/24/2024

Attest: 
Shirley J. Roberts, City Clerk

Date: 4-17-24



CREATIVITY BEYOND ENGINEERING

R A Smith, Inc
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781 1000 | rasmith.com

May 15, 2024

Mr Glen Morrow, P E
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W Loomis Road
Franklin, WI 53132
GMorrow@franklinwi.gov

Re Award Recommendation
2024 – S 51st Street Traffic Signal and Roadway Design Improvements
R A Smith Project Number 1230007

Dear Mr Morrow,

We have reviewed the bids for the above-referenced project that were opened at 11 00 a m on May 2, 2024 The bid was advertised in accordance with City protocols by the City on April 17 and April 24, 2024, electronically bid through Quest CDN, and opened at City Hall Council Chambers. Participants at the bid opening included Andy Chromy, Maggie Poplar, Jason Feucht, and myself

One bid was received along with the required five percent Bid Bond and Bid Forms, and the preliminary results were posted to Quest CDN on May 2, 2024

A summary of the bids received is below listed

Bidder	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4
Zignego	\$365,542.50	\$36,526.19	\$9,043.38	\$45,569.57	\$333,141.03

The base bid consisted of all materials and equipment supplied by the Contractor except for the Signal Detection and Emergency Vehicle Preemption Alternate 1 consisted of the Signal Detection Contractor supplied Alternate 2 consisted of Contractor supplied Emergency Vehicle Preemption Alternate 3 consisted of both Signal Detection and Emergency Vehicle Preemption Contractor provided Alternate 4 included all materials and equipment installed by the Contractor with essentially the above ground equipment provided by the City

We believe the above bid was submitted competitively and in good faith We recommend the City of Franklin award the project to the apparent low bidder, Zignego in the amount of \$411,112.07 which includes the base bid and alternate bid #3

Attached are the following the bid opening summary, bid summary of all bids received along with the bidding documents and bid bond for the sole bidder

AVAILABLE FROM ENGINEERING DEPT.



Mr. Glen Morrow, P.E.
City Engineer / Director of Public Works / Utility Manager
Page 2 / May 15, 2024

Please feel free to contact me if you have any questions, comments, or wish to discuss

Sincerely,
raSmith

John Bruggeman, P.E.
Senior Project Manager

c Tyler Beinlich – via email – TBeinlich@franklinwi.gov
Maggie Poplar – via email – mpoplar@franklinwi.gov

Enclosures

S 51st Street Traffic Signal and Roadway Design Improvements (#8960941)

Owner: City of Franklin

raSmith Project Number: 1230007

Bid Opening: 05/02/2024 11 00 AM CDT



Item No	Item Description	UofM	Quantity	Zignego	
				Unit Price	Extension
Base Bid					
204 0195	REMOVING CONCRETE BASES	EACH	2	\$3,000.00	\$6,000.00
634 0614	WOOD POSTS 4"x6"x14	EACH	6	\$100.00	\$600.00
637 221	SIGNS TYPE II REFLECTIVE H	SF	36.72	\$28.00	\$1,028.16
637 223	SIGNS TYPE II REFLECTIVE F	SF	53.5	\$28.00	\$1,498.00
646 512	MARKING WORD EPOXY	EACH	2	\$325.00	\$650.00
646 612	MARKING STOP LINE EPOXY 18-INCH (WHITE)	LF	80	\$15.00	\$1,200.00
646 752	MARKING CROSSWALK EPOXY BLOCK STYLE 24 INCH (WHITE)	LF	528	\$17.00	\$8,976.00
652 0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2 INCH	LF	73	\$11.88	\$867.24
652 0235	CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	LF	111	\$13.98	\$1,551.78
652 0615	CONDUIT SPECIAL 3-INCH	LF	1015	\$25.38	\$25,760.70
653 014	PULL BOXES STEEL 24X42 INCH	EACH	8	\$1,380.08	\$11,040.64
654 0101	CONCRETE BASES TYPE 1	EACH	7	\$997.82	\$6,984.74
654 0102	CONCRETE BASES TYPE 2	EACH	4	\$4,995.91	\$19,983.64
654 0217	CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	EACH	1	\$3,382.04	\$3,382.04
655 023	CABLE TRAFFIC SIGNAL 5-14 AWG	LF	383	\$4.26	\$1,631.58
655 024	CABLE TRAFFIC SIGNAL 7 14 AWG	LF	874	\$2.79	\$2,438.46
655 026	CABLE TRAFFIC SIGNAL 12 14 AWG	LF	1091	\$4.37	\$4,767.67
655 032	CABLE TYPE UF 2 10 AWG GROUNDED	LF	399	\$3.28	\$1,308.72
655 0515	ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	LF	1138	\$2.17	\$2,469.46
655 061	ELECTRICAL WIRE LIGHTING 12 AWG	LF	234	\$2.09	\$489.06
656 0201 01	ELECTRICAL SERVICE METER BREAKER PEDESTAL	EACH	1	\$1,245.99	\$1,245.99
657 01	PEDESTAL BASES	EACH	7	\$523.73	\$3,666.11
657 0255	TRANSFORMER BASES BREAKAWAY 1 1/2 INCH BOLT CIRCLE	EACH	4	\$817.03	\$3,268.12
657 0305	POLES TYPE 2	EACH	2	\$3,986.23	\$7,972.46
657 031	POLES TYPE 3	EACH	2	\$4,120.67	\$8,241.34
657 042	TRAFFIC SIGNAL STANDARDS ALUMINUM 13 FT	EACH	4	\$1,000.10	\$4,000.40
657 0425	TRAFFIC SIGNAL STANDARDS ALUMINUM 15 FT	EACH	2	\$1,038.98	\$2,077.96
657 043	TRAFFIC SIGNAL STANDARDS ALUMINUM 10-FT	EACH	1	\$773.69	\$773.69
657 0595	TROMBONE ARMS 25 FT	EACH	2	\$3,375.81	\$6,751.62
657 0609	LUMINAIRE ARMS SINGLE MEMBER 4-INCH CLAMP 6-FT	EACH	2	\$577.04	\$1,154.08
658 0173	TRAFFIC SIGNAL FACE 3S 12 INCH	EACH	10	\$905.25	\$9,052.50
658 0175	TRAFFIC SIGNAL FACE 5S 12 INCH	EACH	2	\$1,499.15	\$2,998.30
658 0416	PEDESTRIAN SIGNAL FACE 16 INCH	EACH	8	\$735.44	\$5,883.52
658 05	PEDESTRIAN PUSH BUTTONS	EACH	8	\$436.99	\$3,495.92
658 5070 01	SIGNAL MOUNTING HARDWARE S 51ST STREET & S PRESERVE WAY	EACH	1	\$4,735.92	\$4,735.92
659 1125	LUMINAIRES UTILITY LED C	EACH	2	\$447.50	\$895.00
SPV 0060 01	TRAFFIC SIGNAL CABINET & CONTROLLER S 51ST STREET & S PRESERVE WAY	EACH	1	\$29,249.14	\$29,249.14
619 1	MOBILIZATION S 51ST STREET & S PRESERVE WAY	EACH	1	\$129,000.00	\$129,000.00
SPV 0060 05	RESTORE DISTURBED AREA S 51ST STREET & S PRESERVE WAY	LS	1	\$5,000.00	\$5,000.00
643 5	TRAFFIC CONTROL S 51ST STREET & S PRESERVE WAY	EACH	1	\$20,000.00	\$20,000.00
SPV 0060 07	REMOVE AND SALVAGE BLINKER SIGN ASSEMBLY	EACH	2	\$525.93	\$1,051.86
SPV 0060 08	FLASHING BEACON ASSEMBLY	EACH	2	\$6,200.34	\$12,400.68
Base Bid Total					\$365,542.50
Alternate 1 Bid					
A1 SPV.0060 02	VIDEO DETECTION SYSTEM S 51ST STREET & S PRESERVE WAY	EACH	1	\$36,526.19	\$36,526.19
Alternate 1 Bid Total					\$36,526.19
Alternate 2 Bid					
A2 SPV 0060 03	FURNISH & INSTALL EVP SYSTEM S 51ST STREET & S PRESERVE WAY	EACH	1	\$9,043.38	\$9,043.38
Alternate 2 Bid Total					\$9,043.38
Alternate 3 Bid					
A3 SPV 0060 02	VIDEO DETECTION SYSTEM S 51ST STREET & S PRESERVE WAY	EACH	1	\$36,526.19	\$36,526.19
A3 SPV 0060 03	FURNISH & INSTALL EVP SYSTEM S 51ST STREET & S PRESERVE WAY	EACH	1	\$9,043.38	\$9,043.38
Alternate 3 Bid Total					\$45,569.57

Item No	Item Description	UoM	Quantity	Zignego	
				Unit Price	Extension
Alternate 4 Bid: Only Select Items are City Furnished					
A4 204 0195	REMOVING CONCRETE BASES	EACH	2	\$3,000 00	\$6,000 00
A4 634 0614	WOOD POSTS 4 'x6 'x14	EACH	6	\$100 00	\$600.00
A4 637 221	SIGNS TYPE II REFLECTIVE H	SF	36.72	\$28 00	\$1,028.16
A4 637 223	SIGNS TYPE II REFLECTIVE F	SF	53 5	\$28.00	\$1,498 00
A4 646 512	MARKING WORD EPOXY	EACH	2	\$325 00	\$650.00
A4 646 612	MARKING STOP LINE EPOXY 18-INCH (WHITE)	LF	80	\$15 00	\$1,200 00
A4 646 752	MARKING CROSSWALK EPOXY BLOCK STYLE 24-INCH (WHITE)	LF	528	\$17.00	\$8,976 00
A4 652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	LF	73	\$11.88	\$867.24
A4 652 0235	CONDUIT RIGID NONMETALLIC SCHEDULE 40 3 INCH	LF	111	\$13.98	\$1,551 78
A4 652 0615	CONDUIT SPECIAL 3-INCH	LF	1015	\$25 38	\$25,760 70
A4 653 014	PULL BOXES STEEL 24X42 INCH	EACH	8	\$1,380 05	\$11,040.40
A4 654 0101	CONCRETE BASES TYPE 1	EACH	7	\$997.82	\$6,984 74
A4 654 0102	CONCRETE BASES TYPE 2	EACH	4	\$4,995 91	\$19,983 64
A4 654.0217	CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	EACH	1	\$3,382.03	\$3,382.03
A4 655 023	CABLE TRAFFIC SIGNAL 5-14 AWG	LF	383	\$4.26	\$1,631 58
A4 655.024	CABLE TRAFFIC SIGNAL 7 14 AWG	LF	874	\$2 79	\$2,438.46
A4 655 026	CABLE TRAFFIC SIGNAL 12 14 AWG	LF	1091	\$4.37	\$4,767.67
A4 655 032	CABLE TYPE UF 2 10 AWG GROUNDED	LF	399	\$3.28	\$1,308 72
A4 655 0515	ELECTRICAL WIRE TRAFFIC SIGNALS 10AWG	LF	1138	\$2 17	\$2,469 46
A4 655 061	ELECTRICAL WIRE LIGHTING 12 AWG	LF	234	\$2 10	\$491.40
A4 656 0201 01	ELECTRICAL SERVICE METER BREAKER PEDESTAL	EACH	1	\$1,245 99	\$1,245.99
A4 657 01	PEDESTAL BASES (CITY FURNISHED)	EACH	7	\$351.52	\$2,460.64
A4 657 0255	TRANSFORMER BASES BREAKAWAY 11 1/2 INCH BOLT CIRCLE (CITY FURNISHED)	EACH	4	\$353 73	\$1,414.92
A4 657 0305	POLES TYPE 2 (CITY FURNISHED)	EACH	2	\$704.34	\$1,408.68
A4 657.031	POLES TYPE 3 (CITY FURNISHED)	EACH	2	\$704.34	\$1,408.68
A4 657 042	TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT (CITY FURNISHED)	EACH	4	\$529 04	\$2,116 16
A4 657 0425	TRAFFIC SIGNAL STANDARDS ALUMINUM 15-FT (CITY FURNISHED)	EACH	2	\$529.04	\$1,058 08
A4 657 043	TRAFFIC SIGNAL STANDARDS ALUMINUM 10-FT (CITY FURNISHED)	EACH	1	\$353 73	\$353 73
A4 657 0595	TROMBONE ARMS 25-FT (CITY FURNISHED)	EACH	2	\$1,759 30	\$3,518.60
A4 657 0609	LUMINAIRE ARMS SINGLE MEMBER 4-INCH CLAMP 6-FT (CITY FURNISHED)	EACH	2	\$353 73	\$707.46
A4 658.0173	TRAFFIC SIGNAL FACE 3S 12-INCH (CITY FURNISHED)	EACH	10	\$541 72	\$5,417 20
A4 658 0175	TRAFFIC SIGNAL FACE 5S 12 INCH (CITY FURNISHED)	EACH	2	\$549.25	\$1,098 50
A4 658 0416	PEDESTRIAN SIGNAL FACE 16-INCH (CITY FURNISHED)	EACH	8	\$363.95	\$2,911 60
A4 658 05	PEDESTRIAN PUSH BUTTONS (CITY FURNISHED)	EACH	8	\$175.90	\$1,407 20
A4 658.5070 01	SIGNAL MOUNTING HARDWARE - S 51ST STREET & S PRESERVE WAY (CITY FURNISHED)	EACH	1	\$1,015 41	\$1,015 41
A4 659 1125	LUMINAIRES UTILITY LED C (CITY FURNISHED)	EACH	2	\$247.52	\$495 04
A4 SPV 0060.01	TRAFFIC SIGNAL CABINET & CONTROLLER S 51ST STREET & S PRESERVE WAY (CITY FURNISHED)	EACH	1	\$3,528.38	\$3,528 38
A4 SPV 0060 02	VIDEO DETECTION SYSTEM - S 51ST STREET & S PRESERVE WAY (CITY FURNISHED)	EACH	1	\$1,775.30	\$1,775.30
A4 SPV 0060 04	INSTALL EVP SYSTEM - S 51ST STREET & S PRESERVE WAY (CITY FURNISHED)	EACH	1	\$1,775.30	\$1,775.30
A4 619 1	MOBILIZATION S 51ST STREET & S PRESERVE WAY	EACH	1	\$129,000 00	\$129,000.00
A4 SPV 0060.05	RESTORE DISTURBED AREA S 51ST STREET & S PRESERVE WAY	LS	1	\$5,000 00	\$5,000 00
A4 643 5	TRAFFIC CONTROL S 51ST STREET & S PRESERVE WAY	EACH	1	\$20,000.00	\$20,000 00
A4 SPV 0060 07	REMOVE AND SALVAGE BLINKER SIGN ASSEMBLY	EACH	2	\$525.93	\$1,051 86
A4 SPV 0060 08	FLASHING BEACON ASSEMBLY	EACH	2	\$20,171 16	\$40,342.32
Alternate 4 Bid Total.					\$333,141.03



CREATIVITY BEYOND ENGINEERING

R A Smith, Inc
16745 W Bluemound Road
Brookfield, WI 53005-5938
{262} 781 1000 | rasmith.com

May 15, 2024

Mr Glen Morrow, P E
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W Loomis Road
Franklin, WI 53132
GMorrow@franklinwi.gov

Re Signal Equipment Direct Purchase Estimate
2024 – S 51st Street Traffic Signal and Roadway Design Improvements
R A Smith Project Number 1230007

Dear Mr Morrow,

We have developed a cost estimate for the City’s procurement of traffic signal equipment items associated with Alternate Bid #4 for the subject project. The estimate was developed based on prices listed in the Wisconsin Department of Transportation’s (WisDOT) current procurement contracts and through additional coordination with the equipment supplier, Tapco, Inc. Nearly all traffic signal equipment associated with Alternate Bid #4 can take advantage of WisDOT competitively bid procurement contract pricing, with the exception of some traffic signal mounting hardware items and installation/support fees that are not on these contracts.

The following table summarizes the procurement contract totals and total City procurement costs that would be added to the Alternate Bid #4 price to consider the full project cost of this option.

Traffic Signal Equipment Direct Purchase Estimate Summary S. 51st Street Traffic Signal and Roadway Design Improvements		
WisDOT Contract #	Description	Total Cost
510326	Pedestal Bases	\$3,294.59
510361	Luminaire Mast Arms Poles	\$19,719.53
510287	Housing, Visor, Backplates	\$6,356.02
510432	LED Modules	\$1,871.80
510244	Ped Push Buttons	\$911.52
510265	TS2 Cabinet	\$22,658.00
510422	Gridsmart	\$21,650.00
Procurement Contract Total		\$76,461.46
Non-WisDOT Contract Items		\$1,381.50
Tapco Cabinet Installation & Support		\$2,560.00
Tapco Gridsmart Programming & Turn-On Support		\$1,280.00
Total City procurement costs		\$81,682.96



Mr. Glen Morrow, P.E.
City Engineer / Director of Public Works / Utility Manager
Page 2 / May 15, 2024

When the Total City procurement cost is added to the Alternate #4 Bid Price of \$333,141.03, the total project cost for the City-furnished equipment option is \$414,823.99. This compares to the base bid plus Alternate #3 Bid Price (contractor supplies all traffic signal equipment, including video detection and emergency vehicle preemption) of \$411,112.07, an additional cost of \$3,711.92 plus the additional coordination for the City to procure said items.

A detailed breakdown of the contract signal equipment prices is included as an attachment *

Please feel free to contact me if you have any questions, comments, or wish to discuss.

Sincerely,
raSmith

AVAILABLE FROM
ENGINEERING DEPT

John Bruggeman, P.E.
Senior Project Manager

c Tyler Beinlich – via email - TBeinlich@franklinwi.gov

Enclosures

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/21/2024
REPORTS & RECOMMENDATIONS	A resolution imposing conditions and restrictions for the approval of a Special Use for a self storage facility use upon property located at 7045 South Lovers Lane Road (TKG III Acquisition LLC (d/b/a StorageMart), Applicant)	ITEM NUMBER M.5, DISTRICT 6
<p>At its April 4, 2024, meeting, the Plan Commission unanimously recommended approval of the attached special use resolution for a self storage facility use upon property located at 7045 South Lovers Lane Road (TKG III Acquisition, LLC (d/b/a StorageMart), Applicant).</p> <p>The Plan Commission also unanimously approved a Site Plan for the construction of the self-storage facility development. Those plans are attached for reference. That approval is contingent upon the Common Council approval of this Special Use Application.</p> <p>At their April 16, 2024 meeting, the Common Council tabled the StorageMart Special Use request to the May 21st meeting following concerns from residents expressed during the public hearing.</p> <p>Following that meeting, the applicant discussed the project further with the Whitnall Grove Condominium Association. An email chain is attached regarding that conversation.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2024-_____, imposing conditions and restrictions for the approval of a Special Use for a self storage facility use upon property located at 7045 South Lovers Lane Road (TKG III Acquisition LLC (d/b/a StorageMart), Applicant).</p>		

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A SELF STORAGE FACILITY USE UPON
PROPERTY LOCATED AT 7045 SOUTH LOVERS LANE ROAD
(TKG III ACQUISITION LLC (D/B/A STORAGE MART), APPLICANT)

WHEREAS, TKG III Acquisition, LLC having petitioned the City of Franklin for the approval of a Special Use within a B-5 Highway Business District under Standard Industrial Classification Title No. 4225 “General warehousing and storage”, to allow for a self storage facility use upon property located at 7045 South Lovers Lane Road, bearing Tax Key No. 747 9992 005, more particularly described as follows:

Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin. Said Parcel 3 contains 3.77 acres more or less; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 4th day of April, 2024, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of TKG III Acquisition LLC, for the approval of a Special Use for the property particularly described in the preamble to this

TKG III ACQUISITION LLC – SPECIAL USE
RESOLUTION NO. 2024-_____

Page 2

Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by TKG III Acquisition LLC, successors and assigns, as a retail self-storage facility use, which shall be developed in substantial compliance with, and operated and maintained by TKG III Acquisition LLC, pursuant to those plans City file-stamped March 26, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. TKG III Acquisition LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the TKG III Acquisition LLC self-storage facility development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon TKG III Acquisition LLC, and the self-storage facility use for the property located at 6951 South Lovers Lane 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.
4. Storage units shall be used and operated in conformance with Section 15-3.0703T. of the Unified Development Ordinance as follows:
 - a. Limitations on Use of Facilities. Such facilities shall be used only for the storage of materials or articles and shall not be used for assembly, fabrication, processing, or repair.
 - b. Services and Sales Activities Prohibited. No services or sales shall be conducted from any storage unit. Garage sales and/or flea market type activities are prohibited.
 - c. Practice Rooms, Meeting Rooms, and Residences Prohibited. Facilities shall not be used for practice rooms, meeting rooms, or residences.
 - d. Outdoor Storage Prohibited. No outdoor storage shall be permitted.
 - e. Storage of Explosive or Highly Flammable Material Prohibited. Storage of explosive or highly flammable material shall be prohibited.
5. A recorded cross-access agreement for access to the StorageMart development to the north shall be provided to the Department of City Development, prior to the issuance of an Occupancy Permit.

TKG III ACQUISITION LLC – SPECIAL USE
RESOLUTION NO. 2024-_____

Page 3

6. Applicant shall obtain final approval of the stormwater management plan from the City Engineer, prior to any land disturbance.
7. A separate written Conservation Easement agreement shall be submitted for Common Council review and approval and recording with Milwaukee County Register of Deeds, prior to the issuance of a Building Permit.
8. Applicant shall obtain approval from the Wisconsin Department of Transportation of the proposed development, prior to issuance of a Building Permit.
9. Any signage shall conform to the City's Sign Ordinance and be subject to the review and approval of the Planning Department and issuance of a Sign Permit.
10. A maximum of three vehicles shall be allowed to be stored overnight onsite.
11. [other conditions, etc.]

BE IT FURTHER RESOLVED, that in the event TKG III Acquisition LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

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

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

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

TKG III ACQUISITION LLC – SPECIAL USE
RESOLUTION NO. 2024-_____
Page 4

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of April, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of April, 2014.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



**CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION**

Meeting of April 4, 2024

Special Use and Site Plan

RECOMMENDATION: Department of City Development staff recommends approval of the Special Use and Site Plan Application for the StorageMart development, subject to the conditions in the draft resolutions.

Project Name:	StorageMart Special Use and Site Plan
Project Address/Tax Key:	Not Assigned / 747 9992 005
Property Owner:	TKG III Acquisition LLC
Applicant:	TKG III Acquisition LLC
Aldermanic District:	District 6
Zoning District:	B-5 Highway Business District
Staff Planner:	Nick Fuchs, Planning Associate

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.

On December 11, 2023, the applicant submitted an application for a Special Use and Site Plan for the development of a mini warehouse/self-storage facility upon property located along South Lovers Lane Road bearing Tax Key No. 747 9992 005.

Project Description/Analysis

Special Use:

The Special Use Application requests approval of a self-storage facility consisting of primarily climate-controlled storage units within two separate buildings. The development is an expansion of the existing facility located upon property to the north, which was approved in 2014.

According to the applicant's narrative, office hours are between 9:00 a.m. and 6:00 p.m. Monday through Friday and 10:00 a.m. to 2:00 p.m. on Saturdays, and closed on Sundays. Tenants are able to access their storage units every day of the year between 6:00 a.m. and 10:00 p.m. Access may be granted outside of this timeframe with special approval.

The proposed use also includes a request to rent parking spaces for longer term and seasonal parking of personal RVs, Trucks, and campers. Section 15-5.0202G.3. requires that any vehicle over 8,000 pounds rated Gross Vehicle Weight (GVW) may be parked overnight with Special Use approval. Staff has concerns of the feasibility of this with only five proposed striped parking spaces, and would object to parking and storage of vehicles outside of designated, striped spaces.

The applicant has not yet developed a complete floor plan of the larger building, but anticipates the development consisting of about 450 units.

The applicant has indicated agreement with operational requirements of Section 15-3.0703T. of the UDO. To ensure compliance with these requirements, staff recommends the condition below be included as part of the Special Use Resolution.

Storage units shall be used and operated in conformance with Section 15-3 0703T of the Unified Development Ordinance as follows.

1. Limitations on Use of Facilities Such facilities shall be used only for the storage of materials or articles and shall not be used for assembly, fabrication, processing, or repair.
2. Services and Sales Activities Prohibited. No services or sales shall be conducted from any storage unit Garage sales and/or flea market type activities are prohibited
3. Practice Rooms, Meeting Rooms, and Residences Prohibited Facilities shall not be used for practice rooms, meeting rooms, or residences.
4. Outdoor Storage Prohibited. No outdoor storage shall be permitted.
5. Storage of Explosive or Highly Flammable Material Prohibited Storage of explosive or highly flammable material shall be prohibited

The applicant's project narrative provides responses to the Special Use standards of Sections 15-3.0701A., B., and C. of the UDO for Plan Commission review.

Site Plan:

The subject parcel has an area of approximately 3.81. The proposed site plan consists of two self-storage buildings totaling 74,550 square feet. The larger building has an area of 67,200 square feet. The smaller building is 7,350 square feet. The buildings contain mini warehousing units that will vary in size.

The site is currently vacant. The applicant is proposing a Landscape Surface Ratio of 0.42, which is in conformance of the B-5 District minimum LSR of 0.40.

The site plan also consists of a six-foot-tall black, aluminum or wrought iron, security fence, storm water management facility, landscaping, and lighting.

Note the Fire Department recommends an additional fire hydrant(s) be required to protect the far west end of the proposed development.

Access:

The site plan includes access to Lovers Lane Road (STH 100), which is subject to Wisconsin Department of Transportation review and approval. There is also a cross-access connection included on the west side of the property to connect to StorageMart's existing facility to the north. A draft Declaration of Cross-Access Easement has been provided. Staff recommends that the applicant provide a copy of a recorded cross-access easement to the Planning Department, prior to issuance of a Building Permit.

The driveway width at the property line is about 35-feet. As such, the applicant is requesting a wider drive in accordance with Section 15-5.0207B. below.

“Openings. Openings for vehicular ingress and egress shall not exceed 24 feet at the street right-of-way line and 30 feet at the roadway, unless a greater distance is approved by the Plan Commission in a non-residential district.”

Parking:

Table 15-5.0203 of the UDO requires a Standard Parking Ratio of 1 space per 10 storage units. Assuming the site contains 450 storage units, 45 parking spaces are recommended. The applicant is providing five striped parking spaces, including one ADA accessible space. This does not count parking in front of individual exterior accessible storage units. With those included, it is estimated that the site includes about 45 to 50 parking spaces.

The applicant has noted that there is no need for employee parking as that is already in place at the facility to the north. It was also stated that tenants generally park in front of their storage units to load and unload.

Arguably, parking is met if parking spaces located in front of units are counted. Staff did suggest that additional parking be added on the north side of the smaller building, similar to the parking on the south end of the building. The building would have to be reduced in size to accommodate additional parking.

Staff does not object to counting spaces in front of units as well as interior spaces for the drive through accessible units as the drive widths through the site accommodate vehicles parking parallel to their units and still allow for two-way traffic through the site. Staff also finds it would not be reasonable to include 45 separate parking spaces onsite as that would not be commensurate with the parking demands of these types of facilities.

If deemed necessary, the UDO allows the Plan Commission to approve a reduction in parking as long as the applicant submits reasonably sufficient proof that the minimum number of required parking spaces would exceed the proposed use's projected parking demand. Evidence may include, but not limited to, parking standard comparisons and/or comparisons of parking demand for existing similar uses.

Landscaping:

Table 15-5.0302 of the UDO requires one canopy/shade tree, one evergreen tree, one decorative tree and one shrub for every five provided parking spaces. A 20% increase is also required per Section 15-5.0302C.1. of the UDO as the property abuts less intense residential uses to the south, east and west.

Considering the parking spaces in front of units, about 50 parking spaces are provided. As such, 12 plantings of each type are required, which includes the 20% increase. Staff recommends that the Landscape Plan be revised to update the Planting Table and Calculations to show and provide the correct minimum number of plantings required for each type of planting. Canopy/Shade Trees, Decorative Trees, Evergreens, and Shrubs. The Landscape Plan shall also conform to Section 15-5 0302F. of the UDO regarding minimum number of species provided.

Debatably, only 5 striped parking spaces are provided; however, staff finds if credit is given of the parking spaces in front of units to meet the parking standard, those spaces should then count towards the required landscaping calculations.

Lighting:

The applicant has provided a Lighting Plan with photometrics as well as cut sheets for all lighting provided. The Lighting Plan provides one light pole and twenty-one building lights. The light pole is located adjacent to the provided parking between the two buildings.

The Lighting Plan does not include lights that are directed towards adjacent residential uses. Footcandle levels are at 0.0 at the property lines.

Architecture:

According to the applicant and elevations provided, this development and building materials match the StorageMart development to the north. This includes architectural panels, stone, and brick. The overhead doors will also be the same style doors as the existing StorageMart development.

The proposed roof height of the smaller building is about 12-feet and the larger building has a roof height of 22-feet and a peak height of about 24-feet.

All rooftop and ground mounted mechanicals shall be screened from public view as determined appropriate by the Planning Department.

Signage:

A wall sign is anticipated; however, any signage proposed shall conform to the City's Sign Ordinance and be subject to the review and approval of the Planning Department and issuance of a Sign Permit.

Stormwater Management:

A storm water management facility is proposed in front of the building adjacent to S. Lovers Lane Road. Staff recommends that the applicant shall obtain final approval of the stormwater management plan from the City Engineer, prior to any land disturbance.

Natural Resource Protection Plan and Conservation Easement:

The NRPP and Site Intensity and Capacity Calculations indicate the site contains 1.3-acres of young woodland, a wetland of about .23-acres and associated wetland buffer (.41-acres) and wetland setback.

The applicant is proposing to eliminate .62 acres of the young woodland. The wetland, wetland buffer, and wetland setback will not be disturbed. The UDO allows a maximum disturbance of 50% of young woodlands or .65 acres in this case. As such, this standard is met.

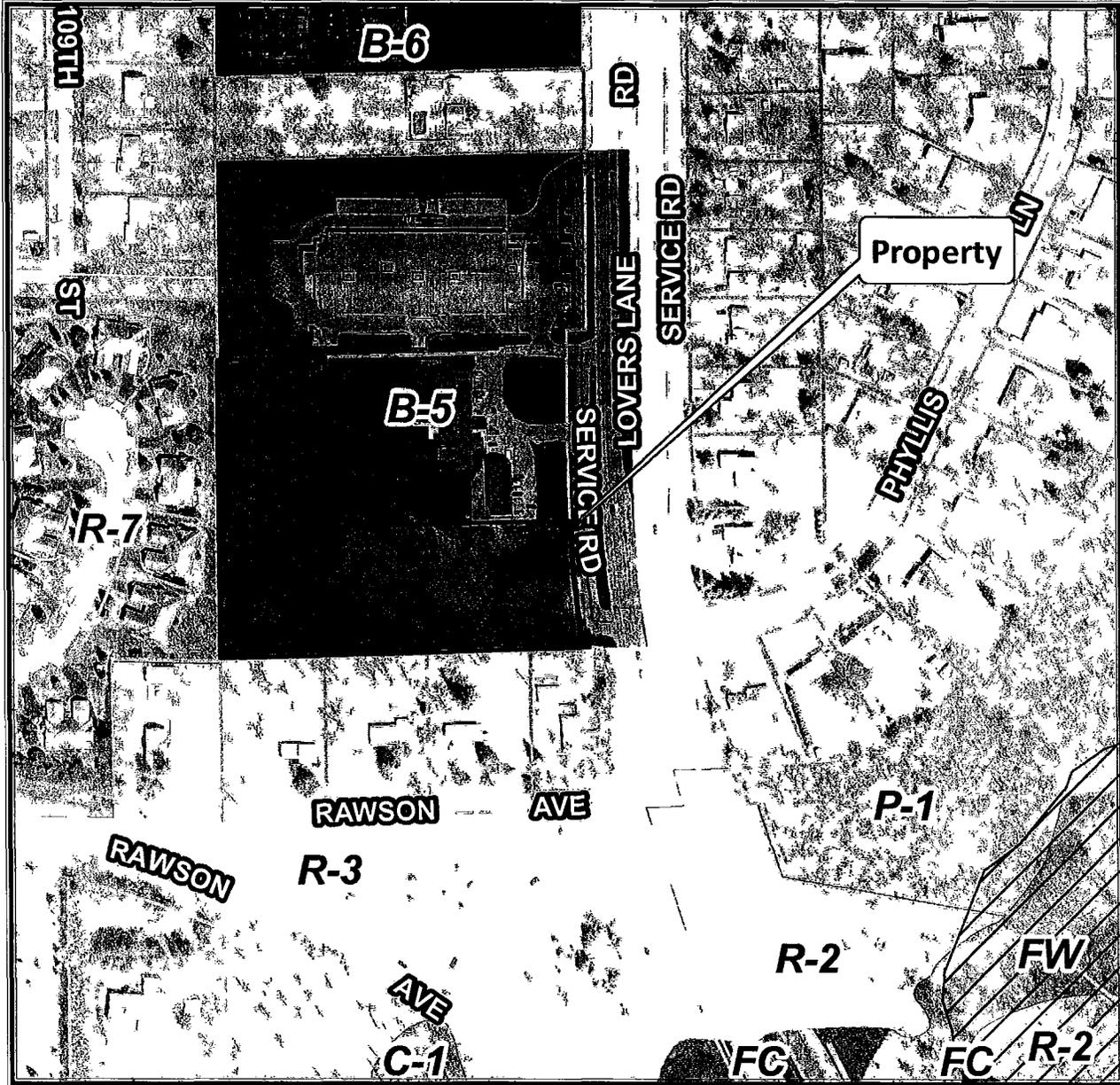
The wetlands were delineated on January 16, 2023. No impacts to wetlands, wetland buffers, or wetland setbacks are proposed.

Staff recommends submittal of a separate written Conservation Easement agreement for Common Council review and approval and recording with Milwaukee County.

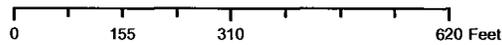
Staff Recommendation

Department of City Development staff recommends approval of the Special Use and Site Plan Applications, subject to the conditions in the draft resolutions.

7045 S. Lovers Lane Road
TKN 747 9992 005



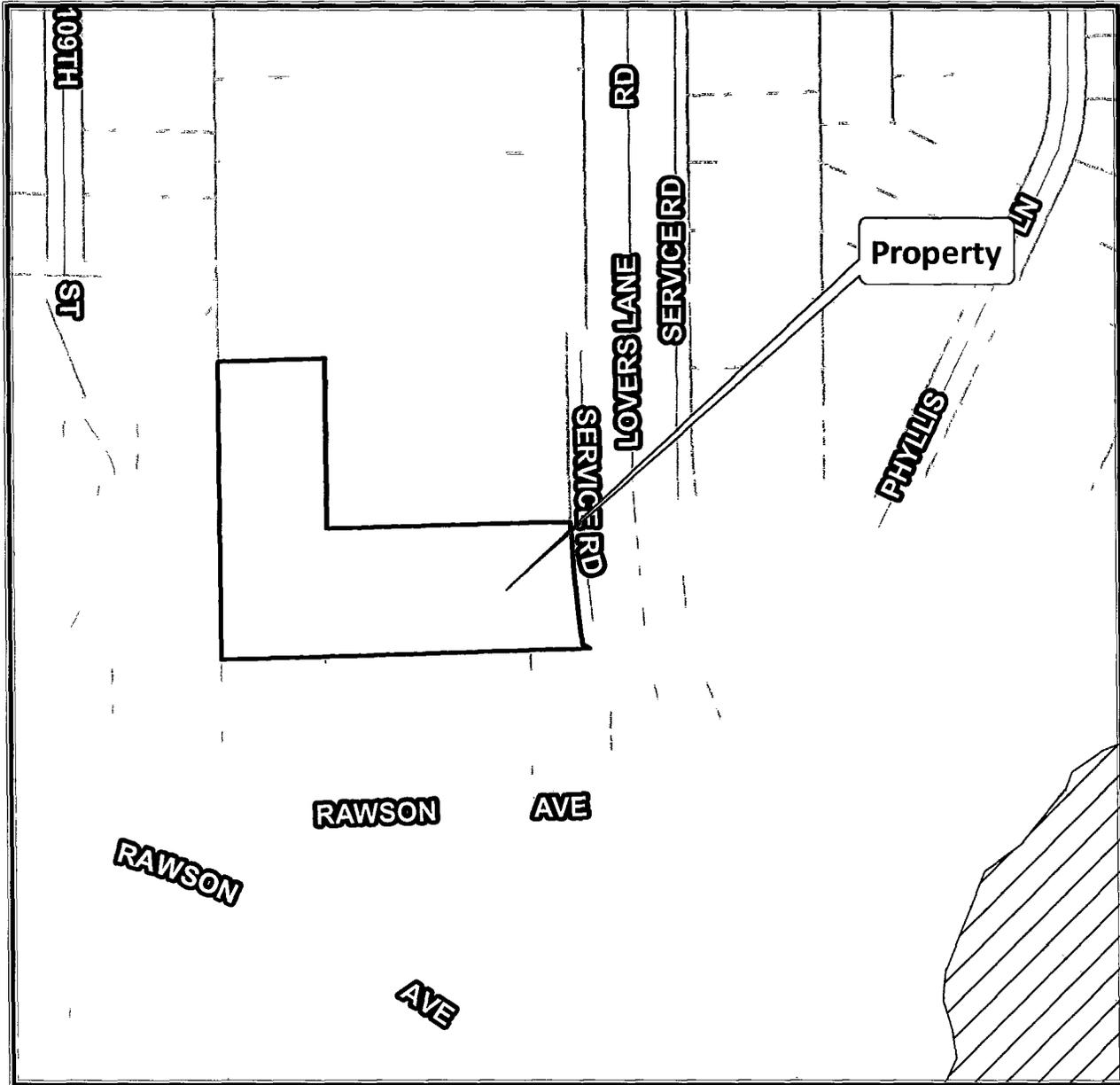
Planning Department
(414) 425-4024



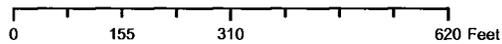
2021 Aerial Photo

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

7045 S. Lovers Lane Road
TKN 747 9992 005



Planning Department
(414) 425-4024



2021 Aerial Photo

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

From: [Weyen Burnam](#)
To: dhazlett@umich.edu
Cc: [Remington, Jake](#), [Weyen Burnam](#)
Subject: RE: Whitnall Grove Talking Points
Date: Wednesday, May 8, 2024 3:45:59 PM

[EXTERNAL EMAIL]

Mr. Hazlett

Thank you for responding.

#1 –

- We did not agree to 8' fencing and our intent is to add opacity to the existing fencing on site if possible and not replace.
- We agreed to add the opaque fencing in lieu of having to make adjustments to the existing lighting plan which is part of the city code compliance. We are not in agreement to spend money to request a variance for this process which is what we're being told would be required. Additionally, if we limit the spread of lights then we would most likely have to add pole lights on the property line which would be more intrusive than the current situation.

#2 –

- We agreed to allow you to choose a neutral color of your choice that also meets the city of Franklin, WI code requirements as we can not install any landscaping on the West side of our structures without redesigning the entire layout.

#3 –

- We agreed to limit the perimeter exterior lighting to the minimal allowed by city code but I can't guarantee 'zero lumens' will be allowed nor can I control what they will approve.

Thank you for your continued engagement and hopefully these accommodations will satisfy the association and show our willingness to be good neighbors.

Weyen Burnam
Chief Construction/Dev Officer
StorageMart

From: Dave Hazlett <davehaz58@gmail.com>
Sent: Monday, May 6, 2024 4:16 PM
To: Weyen Burnam <Weyen Burnam@storage-mart.com>
Subject: Re: Whitnall Grove Talking Points

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you

recognize the sender and know the content is safe

Hi Weyen,

We met to review your notes last week. Several residents that were not on the call were there along with our councilman. Overall things went very well, however there were just a few items the residents still want addressed.

#1,5: Our recollection is that we agreed on 8' fences.

#1: Existing Building Lighting: Have the lights pointing away from our residents or shield the lights so they don't shine directly on us.

#2: New Building: The Residents wanted to confirm that nothing can be planted behind the building. The councilman took this as an action item. There was also a discussion if it was possible to "Wrap" the wall facing our residents with a mural of trees. Apparently this has been done on another building in Franklin. Have you seen this before? Cost?

#3: I thought we had discussed Zero Lumens at the lot line. The councilman took the action item to verify what the code states.

Our understanding is that the residents are not allowed to speak at the council meeting and that our Council needs to represent us.

I appreciate your willingness to meet with us, listen and address our concerns where possible.

Regards,
Dave Hazlett

On Mon, May 6, 2024 at 1:20 PM Weyen Burnam <Weyen.Burnam@storage-mart.com> wrote:

David

Following up here. Are you agreeable to this being forwarded to the planning department or do you have changes?

Thank you.

Weyen Burnam
Chief Construction/Dev Officer
StorageMart

From: Weyen Burnam <Weyen.Burnam@storage-mart.com>
Sent: Tuesday, April 30, 2024 9.50 AM
To: dhazlett@umich.edu
Cc: Remington, Jake <Jake.Remington@huschblackwell.com>, David Clark <David.Clark@storage-mart.com>, Weyen Burnam <Weyen.Burnam@storage-mart.com>
Subject: Whitnall Grove Talking Points

David

Below are the list of provided comments from the Whitnall Grove Condo Association with the details discussed during our meeting on 4/29 at 5pm.

Please review and let me know if I've missed anything before submitting to the City of Franklin.

Thank you.

1 – How to Shield our condos from the existing StorageMart lights and vehicle storage?

- StorageMart has removed all but the 3 allowed vehicles allowed to be stored overnight on site.
- StorageMart confirmed that CCTV cameras already exist on this location and no additional are required.
- StorageMart has offered to add a 6' privacy fence along a portion of the West and Southwest perimeter of the paved area to help mitigate the concerns of lights from cars and buildings being seen from the neighbors.

2 – How to block the condos on the East lot line from the new storage building?

- StorageMart provided a copy of the Conservation Easement and Wetlands delineation drawing confirming that no additional plantings can be made on the West side of our building.
- StorageMart has offered to allow the Condo association to provide an alternate neutral color of their choosing that we will paint the West side of the smaller building, closest to their residences.

3 – Lights on the new building

- StorageMart confirmed that they will ensure that all perimeter lighting facing residential property will be limited to the minimum allowed by code.

4 – What can be done to alleviate the amount of water between the new buildings and our condos?

- StorageMart provided the Civil Engineering plans for the site which confirmed that we will be significantly mitigating the existing water flowing in to the Conservation and Wetland areas.
- The residents asked about work inside of the Conservation and Wetland areas to help protect their homes and StorageMart agreed to discuss with their engineer.

5 – What kind of security is planned for the buildings and grounds?

- StorageMart confirmed they will be installing CCTV cameras and a 6' perimeter fence with controlled access for customers only.
- StorageMart agreed to install a 6' privacy fence between the 2 buildings at the SW corner of the new site to help with concerns of vehicle lights being visible.

6 – What is the policy about the parking and storage of vehicles?

- StorageMart agreed to remove their request for overnight parking of vehicles on site. All parking will be used by customers storing goods and not leased.

We hope that with these considerations we can have the support of the association.

Weyen Burnam

Chief Construction/Dev Officer



Office: +1 (573) 708-7563 x4140

Mobile: +1 (573) 268-4704

215 North Stadium Blvd
Suite 207
Columbia, MO 65203

HUSCH BLACKWELL

Jake Remington
Senior Counsel

511 North Broadway, Suite 1100
Milwaukee, WI 53202
Direct 414 978.5527
Fax: 414.223 5000
Jake Remington@huschblackwell.com

March 21, 2024

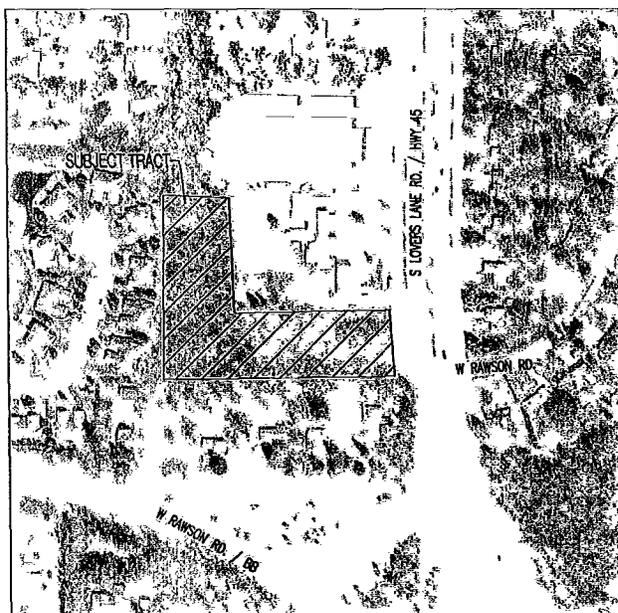
VIA FEDERAL EXPRESS

Nick Fuchs
Planning Associate
Planning Department, City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: Application for Site Plan and Special Use
Applicant: TKG III Acquisition, LLC
Property: 0 South Lovers Lane Road, Taxkey: 747-9992-003

Dear Mr. Fuchs:

Our firm is counsel to TKG III Acquisition, LLC d/b/a StorageMart (“StorageMart”). StorageMart is the current owner of the 3.769-acre parcel directly south of 6991 S. Lovers Lane Road, 0 S. Lovers Lane Road, Taxkey 747-9992-003 (the “Property”).



Dedicated to providing clean, well-lit storage units, and friendly customer service, StorageMart is the largest family operated self-storage company in the world, and the owner of twelve existing facilities in the Milwaukee community.

StorageMart seeks to build an expansion next to its existing facility at 6951 S. Lovers Lane Road. Franklin has been StorageMart’s best performing submarket of Milwaukee, with its existing store consistently staying above 90% occupancy since it was purchased in September of 2021. Much of StorageMart’s success can be attributed to the low supply in Franklin compared to other suburban markets around the country. The city boasts a units per

HUSCH BLACKWELL

March 21, 2024

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capita ratio of 0.06, well below the 0.1 figure that StorageMart starts to consider a market oversupplied. These supply figures and StorageMart's high historical occupancy at its existing location suggest that the proposed expansion will be utilized by customers and will not oversaturate the market.

StorageMart also seeks to impact the communities it calls home. We do this through our operation practices and through partnering with charities in the community. Operationally, we are increasing sustainability and enhanced operational efficiency by installing low-E glass, higher grade insulation for climate-controlled buildings, and Cool-Roof systems on exterior buildings. Through the "Store it Forward" charitable giving program, StorageMart is donating over \$80,000 annually to its national partners Big Brothers Big Sisters of America, FAST, and Sleep in Heavenly Peace.

The Proposed Development

As depicted in the attached site plan package, StorageMart is proposing to construct two additional buildings in addition to its existing facility to the north for the purpose of operating a retail self-storage primarily climate-controlled facility (with related accessory ambient temperature structural units) (the "Facility"). The Facility and the existing facility to the north will be connected via an asphalt drive and subject to a private cross-access easement. The Property is zoned B-5 (Highway Business District). The proposed use is designated a special use in the B-5 zoning district. (See UDO Attachment 3b (Table 15-3.0603).)

In accordance with the City's regulations regarding mini-warehouses, the Facility will only be used for the storage of materials or articles and shall not be used for assembly, fabrication, processing, or repair. The Facility will not permit services or sales to be conducted from any storage unit and will likewise prohibit garage sales or flea market type activities on the Property. The Facility will not permit practice rooms, meeting rooms, or residential use, will not permit outdoor storage, and will prohibit storage of explosive or highly flammable material.

The Request

On behalf of StorageMart, we are seeking (1) Plan Commission review and approval of the signage and site plan and (2) Plan Commission review and Common Council approval of a special use (retail self-storage primarily climate-controlled (with related accessory ambient temperature structural units)).

Office hours will be 9:00 a.m. – 6:00 p.m., Monday-Friday, and 10:00 a.m. – 2:00 p.m., Saturday (closed on Sundays). Access hours will be 6:00 a.m. – 10:00 p.m., Monday through Sunday, with 24/7 access with special approval.

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March 21, 2024

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A. Site Plan

The Property is current vacant and has an area of approximately 3.81 acres. The proposed site plan consists of two buildings totaling 74,550 square feet. The primary building (67,200 square feet) will sit 22 feet from the finished floor and have a second “mezzanine” level 12 feet from the finished floor. The second building (7,350 square feet) will sit 12 feet above the finished floor.

The final unit mix has not been determined as it will depend on the approved size and height of the facility. Typically, the design is based on 75% of the GSF at an average unit size of 120 SF, which would equate to approximately 450 units. StorageMart’s intent is construct the larger facility for climate-controlled units and the smaller facility for traditional non-climate-controlled storage.

B. Special Use

The proposed use meets the general standards, special standards, and considerations found in sections 15-3.0701(A), (B), and (C) of the UDO.

1 Ordinance and Comprehensive Master Plan Purposes and Intent

The proposed use and Facility will be in harmony with the general and specific purposes of the UDO. By Ordinance No. 2014-2130, the Mayor and Common Council, via recommendation from the Plan Commission, amended the UDO to permit the proposed use as a special use in the B-5 zoning district. In doing so, the City recognized the use was consistent with the 2025 Comprehensive Master Plan and would serve to further orderly growth and development and promote the health, safety and welfare of the community.

2 No Undue Adverse Impact

The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood. The Facility has been designed as a compliment to the existing facility, with an eye toward an aesthetically pleasing development that accounts for, and is in harmony with, the existing properties in the area. The west and south elevations (facing residential properties) have been designed with architectural panels and stone material. (See Elevations, A200.)

3. No Interference with Surrounding Development

HUSCH BLACKWELL

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The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations. The Facility will complement the existing facility to the north, as well as the Whitnall View Motel immediately to the north. Customers utilizing the Facility will have ingress and egress capabilities between the two StorageMart facilities. 1.08 of existing native woodland will be preserved on the Property, along the south and west property lines.

4. Adequate Public Facilities.

The proposed Facility will be adequately served by the existing public facilities. The application includes drawings for sanitary sewer and water line details, storm sewer profile and details, a utility plan, and erosion control and storm sewer details. The design of the proposed Facility was done with the 2014 approved plans and storm water management plan for the existing facility.

5. No Traffic Congestion.

The additional traffic generated by the proposed Facility will be minimal – it is estimated that approximately 50 daily trips to the proposed facility based on existing facilities of similar size in terms of square footage. No regular semi-truck traffic is expected. Semi-truck use is tied to customer move in and out. StorageMart does not accept deliveries on behalf of customers, so no commercial traffic is expected on a regular basis.

StorageMart allows for parking of licensed, insured, and operable vehicles on the property overnight. Any overnight vehicles will be parked at the rear of the property. StorageMart does desire to rent parking spaces for longer term / seasonal parking to personal RVs, trucks, and campers. StorageMart does not record or limit the number and sizes (length and GVW) of vehicles other than based on the size and available number of parking spaces on the property.

Based on its experience with several other similarly sized facilities, parking and traffic studies that show low customer access and parking needs. (*See Trip Study for Similar Facility.*) Existing customers do not come to the office; they instead temporarily park in front of their unit or at the nearest loading point for loading and unloading. Only new customers utilize the parking spaces. In addition, this facility will be served by the existing office at the facility to the north. No additional employee parking will be needed at this facility.

Building A will have pull-in loading approximately in the center of the building. Additionally, they will have pedestrian doors in likely three locations to facilitate emergency egress and loading of interior units.

6. No Destruction of Significant Features

HUSCH BLACKWELL

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The proposed Facility will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. As noted above, 1.08 acres of existing native woodland will be preserved. Additionally, the Facility will not be sufficiently buffered and setback from the existing wetland in the southwest corner of the Property.

7. Compliance with Standards

a. Public Benefit.

Self-storage facilities are an essential component of a thriving community, offering numerous benefits that positively impact the local area and its residents. The existing site to the north has been well received by the public as it is StorageMart's best performing facility in the Milwaukee in terms of occupancy.

b. Alternative Locations.

StorageMart selected the Property because the Facility can be integrated to its existing facility to the north.

c. Mitigation of Adverse Impacts.

StorageMart has approached this project thoughtfully with an eye towards the aesthetics of the Facility and the effect of the use on neighboring properties. As depicted in the elevations, the Facility will utilize architectural panels, stone, and brick to match its existing facility to the north. Existing natural resources will be protected and additional landscaping is being proposed to the south to provide additional screening to adjacent residential properties.

d. Establishment of Precedent of Incompatible Uses in the Surrounding Area.

The proposed use will not establish precedent of incompatible uses in the surrounding area. To the contrary, the proposed use is consistent with the existing StorageMart facility to the north and will serve to address the high occupancy rate at the current facility together with a market that calls for additional supply.

We look forward to presenting this project and to StorageMart's continued investment in the City of Franklin.

HUSCH BLACKWELL

March 21, 2024
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Respectfully submitted,

HUSCH BLACKWELL LLP



Jake Remington
Senior Counsel

Enclosures:

- (A) Site Plan & Special Use Applications;
- (B) Legal Description;
- (C) Trip Study
- (D) Civil Plans:
 - (1) Existing Features Plan;
 - (2) National Resource Protection & Demolition Plan;
 - (3) Erosion Control Plan;
 - (4) Grading Plan;
 - (5) Utility Plan;
 - (6) Storm Sewer Profile & Details;
 - (7) Site Plan;
 - (8) Sanitary Sewer & Water Line Details;
 - (9) Site Construction Details; and
 - (10) Erosion Control & Storm Sewer Details;
- (E) Elevations;
- (F) Lighting Plan;
- (G) Renderings;
- (H) Site Intensity & Capacity Calculations;
- (I) Conservation Easement;
- (J) Access Agreement.

cc: StorageMart

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
 franklinwi.gov



APPLICATION DATE: _____

STAMP DATE city use only

PLAN COMMISSION REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME Weyen Burnam	NAME James C Remington
COMPANY TKG III ACQUISITION LLC d/b/a StorageMart	COMPANY Husch Blackwell LLP
MAILING ADDRESS 215 N Stadium Blvd Suite 207	MAILING ADDRESS 511 North Broadway
CITY/STATE Columbia MO 65203	CITY/STATE Milwaukee WI 53202
PHONE 573-449-0091	PHONE 414-978-5527
EMAIL ADDRESS weyen burnam@storage-mart.com	EMAIL ADDRESS jake remington@huschblackwell.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 0 S Lovers Land Road	TAX KEY NUMBER 747 9992 003
PROPERTY OWNER TKG III ACQUISITION LLC	PHONE 573-449-0091
MAILING ADDRESS 215 N Stadium Blvd Suite 207	EMAIL ADDRESS weyen burnam@storage-mart.com
CITY/STATE Columbia, MO 65203	DATE OF COMPLETION office use only

APPLICATION TYPE

Please check the application type that you are applying for

Building Move Sign Review Site Plan / Site Plan Amendment Temporary Use

Most requests require Plan Commission review and approval

Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7.00 a.m. and 7.00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below if more than one, all of the owners of the property must sign this Application)

I, the applicant, certify that I have read the following page detailing the requirements for plan commission approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE <i>Weyen Burnam</i>	APPLICANT SIGNATURE <i>Weyen Burnam</i>
NAME & TITLE Weyen Burnam, CCO	NAME & TITLE Weyen Burnam, CCO
DATE 12-11-23	DATE 12-11-23
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	NAME & TITLE James C. Remington, Senior Counsel
DATE	DATE

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

BUILDING MOVE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, drawn to scale copies (at least 8 1/2" X 11") of the plat of survey, showing the proposed building placement at the new location, indicate setbacks from property lines and locations of driveways and access points
NOTE Single Family homes require an attached 2 car garage
 - Three (3) copies of color photographs of the building's current elevations
- Other items as may be required for specific applications, per a city planner
- Email or flash drive with all plans / submittal materials
 - Applications for a Building Move are governed by the City of Franklin Municipal Code Chapter 92-2 (A) and the Wisconsin Uniform Building Code

SIGN REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$40 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) colored copies of the sign elevations, drawn to scale not less than 1/2" = 1' Plans shall be folded to a maximum size of 9" X 12" The elevations should denote the sign dimension and area Identify the colors, materials, finishes and lighting method (if applicable)
 - Three (3) scaled copies of the Site Plan, showing the location of the proposed signage relative to (1) any existing or proposed structures, (2) parking stalls and/or driveways, (3) proposed landscaping and outdoor lighting, (4) the setback distance from the street right-of-way at the proposed location, (5) height of sign above the finished grade, and (6) the vision triangle distances described in Section 15 5 0201 of the Unified Development Ordinance
- Email or flash drive with all plans / submittal materials
 - Required for signage in Planned Development Districts (PDD) No 7 and 18 Additional materials / copies may be required for board/commission meetings
 - Permits for construction are REQUIRED after approval Contact Inspection Services (414 425-0084) for permit processes

SITE PLAN / SITE PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - Tier 1 \$2000
 - Tier 2 \$1000 (lot size ≤ 1 acre)
 - Tier 3 \$500 (≤ 10% increase or decrease in total floor area of all structures with no change to parking or change to parking only)
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, drawn to scale copies (at least 24" X 36") of the Site Plan / Site Plan Amendment package The submittal should include only those plans/items as set forth in Section 15 7 0103, 15 7 0301, and 15-0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required

TEMPORARY USE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$50 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narrative
 - Three (3) folded, scaled copies, of the Site Plan, see section 15 3 0804 of the UDO for information that must be denoted on each respective plan
- Email or flash drive with all plans / submittal materials
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required
 - Submittal of Application for review is not a guarantee of approval Approval of Temporary Use does not exclude potential requirement for additional licenses or permits For information on other licenses or permits that may be required, contact the City Clerk's office at (414) 425 7500, the Health Department at (414) 425-9101, and Inspection Services at (414) 425 0084

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: _____

STAMP DATE city use only

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME	Weyen Burnam	NAME	James C Remington
COMPANY	TKG III ACQUISITION, LLC d/b/a StorageMart	COMPANY	Husch Blackwell LLP
MAILING ADDRESS	215 N Stadium Blvd , Surte 207	MAILING ADDRESS	511 North Broadway
CITY/STATE	Columbia, MO	ZIP	65203
PHONE	573-449-0091	CITY/STATE	Milwaukee, WI
EMAIL ADDRESS	weyen burnam@storage-mart.com	ZIP	53202
		PHONE	414-978-5527
		EMAIL ADDRESS	jake remington@huschblackwell.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS	TKG III ACQUISITION LLC	TAX KEY NUMBER	747 9992 003
PROPERTY OWNER	215 N Stadium Blvd , Suite 207	PHONE	573-449-0091
MAILING ADDRESS	Columbia, MO 65203	EMAIL ADDRESS	weyen burnam@storage-mart.com
CITY/STATE	ZIP	DATE OF COMPLETION	office use only

APPLICATION TYPE

Please check the application type that you are applying for

- Concept Review
 Comprehensive Master Plan Amendment
 Planned Development District
 Rezoning
 Special Use / Special Use Amendment
 Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application)

I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE <i>Weyen Burnam</i>	APPLICANT SIGNATURE <i>Weyen Burnam</i>
NAME & TITLE DATE Weyen Burnam, CCO 12-11-23	NAME & TITLE DATE Weyen Burnam, CCO 12-11-23
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE DATE	NAME & TITLE DATE James C Remington Senior Counsel

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$250 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 1/2" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of-way, natural resources/green space and drainage issues/concerns, etc.])
 - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials

COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$6,000 New PDD
 - \$3,500 PDD Major Amendment
 - \$500 PDD Minor Amendment
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc (See Sections 15 7 0101, 15-7 0301, and 15 5 0402 of the UDO for information that must be denoted or included with each respective plan)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
 - Minor PDD Amendment requests require Plan Commission review and Common Council approval

REZONING

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,250
 - \$350 one parcel residential
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
 - Requires a Class II Public Hearing notice at Plan Commission

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,500 New Special Use > 4000 square feet
 - \$1,000 Special Use Amendment
 - \$750 New Special Use < 4000 square feet
- Word Document legal description of the subject property
- One copy of a response to the General Standards, Special Standards, and Considerations *found in Section 15 3 0701(A), (B), and (C) of the UDO available at www.franklinwi.gov*
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", *The submittal should include only those plans/items as set forth in Section 15-7 0101, 15 7 0301 and 15-5 0402 of the UDO that are impacted by the development. (e g , Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc*
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Three (3) project narratives, *including description of the proposed text amendment*
 - Requires a Class II Public Hearing notice at Plan Commission
 - The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov

LEGAL DESCRIPTION

Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin.

Taxkey: 7479992005



March 26, 2018

Mr. Tim Crockett, PE
Crockett Engineering
1000 W Nifong Boulevard, Bldg. 1
Columbia, Missouri 65203

RE: Trip Generation Assessment – Proposed Storage Mart
3920 South State Route 291
Lee’s Summit, Missouri
CBB Job No. 25-18

Dear Mr. Crockett:

As requested, CBB has prepared a Trip Generation Assessment related to the proposed Storage Mart expansion in Lee’s Summit, Missouri. The existing Storage Mart is located off the State Route 291 Outer Road (SW Raintree Drive), south of Missouri Highway 150. The location of the Storage Mart relative to the surrounding area is depicted in **Figure 1**.

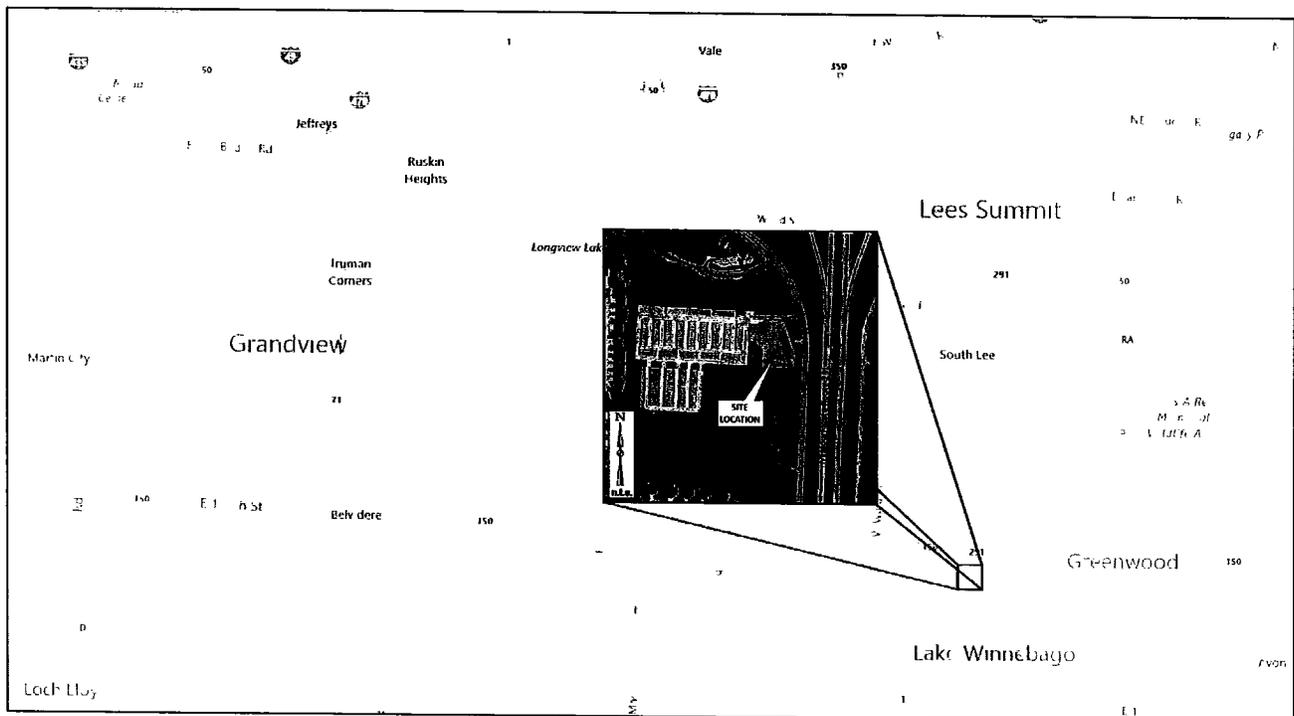
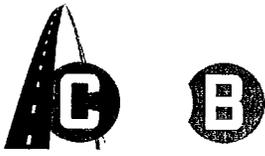


Figure 1: Project Location Map



It should be noted that this Trip Generation Assessment does not represent a traffic impact study, but rather an estimate of the anticipated traffic levels associated with the proposed expansion of the existing Storage Mart. No specific evaluations of operational levels of service are included in this assessment.

The existing Storage Mart facility has 731 garage door type outdoor units with a total of 137,070 square feet. The existing facility has gated access accessible by customers with keypad access. Based on the site plan provided by Crockett Engineering Consultants, the proposed expansion would consist of approximately 35,130 square feet with 42 exterior units and 152 interior storage units of various sizes. The storage building with the interior units will be climate controlled and customers will have the ability to drive inside the building to load and unload their items. Access to the site is proposed to remain via the existing main entrance on State Route 291 Outer Road (SW Raintree Drive). The existing curb cut just south of the main entrance is proposed to be removed. A schematic of the site plan for the proposed Storage Mart expansion is shown in **Figure 2**.

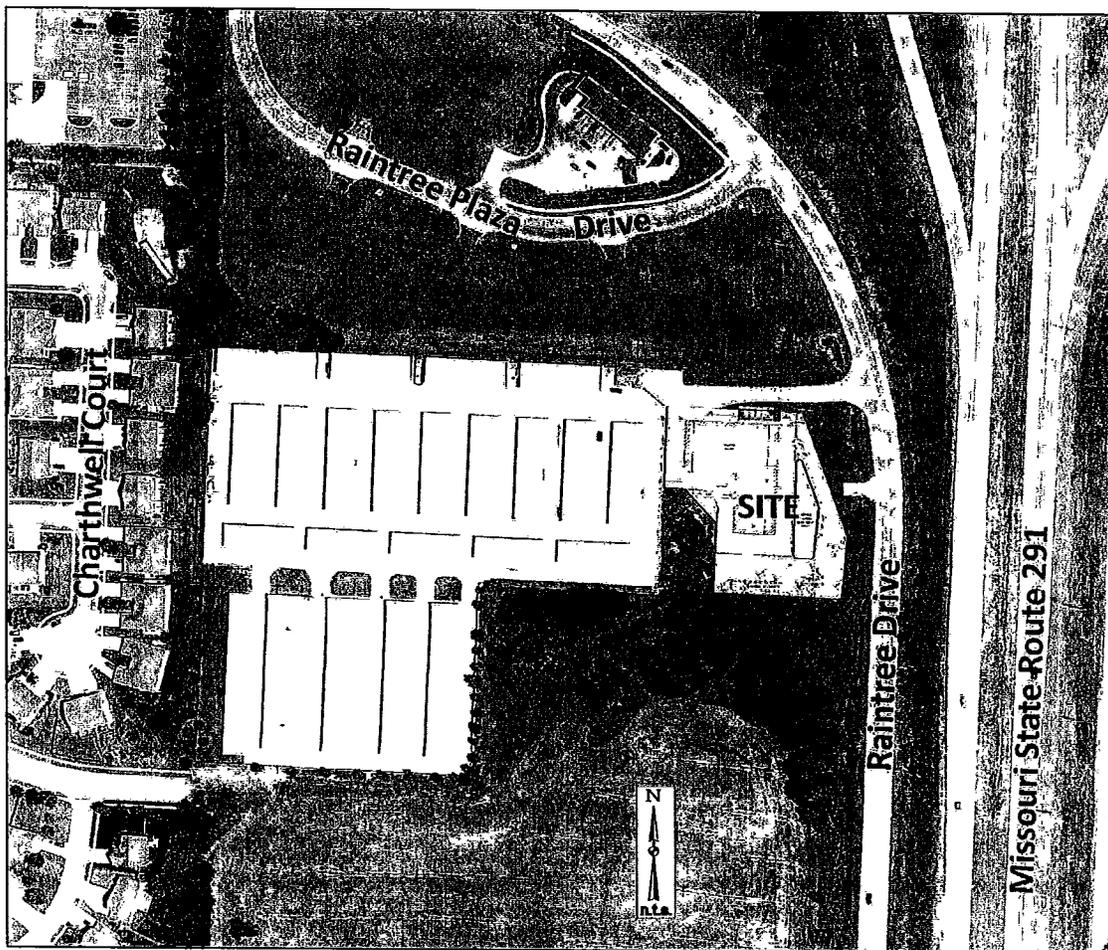
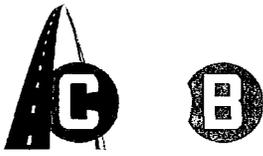


Figure 2: Excerpt from Proposed Site Plan (Provided by Others)



Forecasts were prepared to estimate the amount of traffic that the proposed self-storage facility would generate during the weekday AM and PM commuter peak periods. These forecasts were based upon information provided in the 10th Edition of the Trip Generation Manual, published by the Institute of Transportation Engineers (ITE). This manual, which is a standard resource for transportation engineers, is based on a compilation of nationwide studies documenting the characteristics of various land uses. Estimates for the proposed development were based upon Land Use: 151 – mini-warehouse. The data provided for Peak Hour of the Adjacent Street was used for the traditional weekday AM and PM peak hour forecasts. The trip generation estimates for the proposed expansion of the self-storage facility based on the approximate square footage and the number of units are summarized in Table 1.

Table 1: Trip Generation Estimate

Land Use	Size	Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
			In	Out	Total	In	Out	Total
Self-Storage	35,130 ft ²	53	2	2	4	3	3	6
Self-Storage	194 Units	35	2	1	3	2	2	4

As shown in the table, the estimates derived from the ITE Trip Generation Manual based on the square footage resulted in slightly more trips than the trip generation based on the number of units. However, whether generating 3 to 4 trips during the AM peak hour or 4 to 6 trips during the PM peak hour, the estimated trip generation for the proposed self-storage is inconsequential.

It is worth mentioning that most agencies, including MoDOT, typically do not require a Traffic Study unless a proposed development generates at least 100 trips during the peak hour. As such, given the very little traffic generated by the proposed self-storage a traffic impact study is not necessary. It is our belief that the additional traffic would not have a noticeable impact upon current traffic conditions on the adjacent roadways.

We trust that this trip generation assessment is useful in evaluating the proposed Storage Mart expansion in Lee’s Summit, Missouri. Should there be any questions regarding this information, please contact me at 314-449-9572 or swhite@cbbtraffic.com.

Sincerely,

Shawn Derai White, P.E., PTOE
Associate - Senior Traffic Engineer

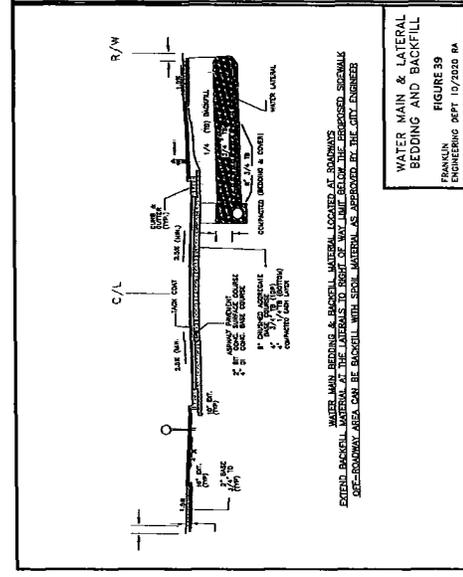
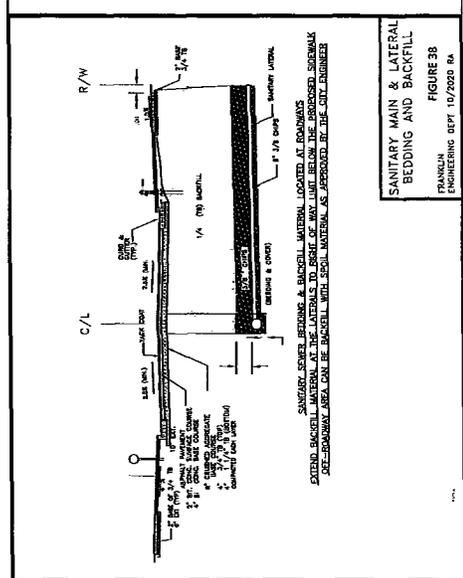
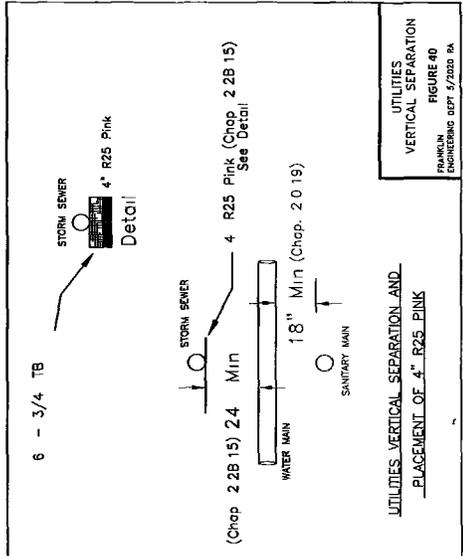
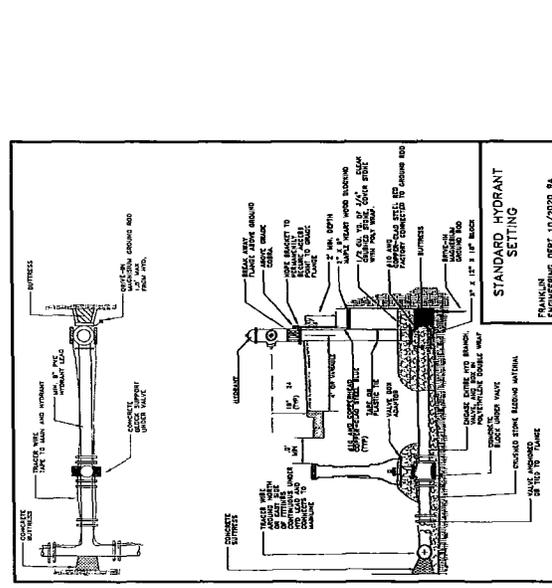
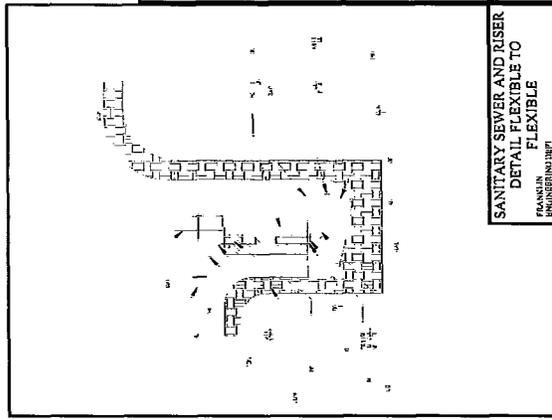
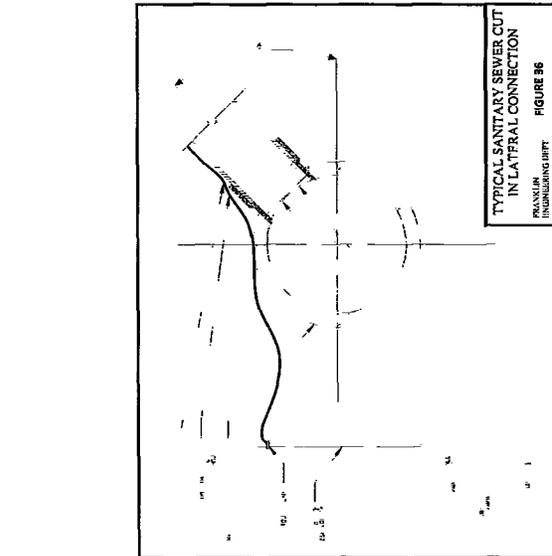
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NO. _____ DATE _____
BY _____

PREPARED BY
FRANKLIN ENGINEERING DEPT.
10/2020 BA

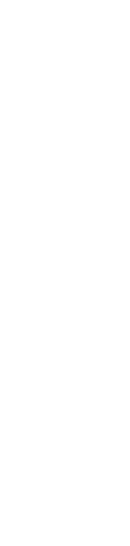
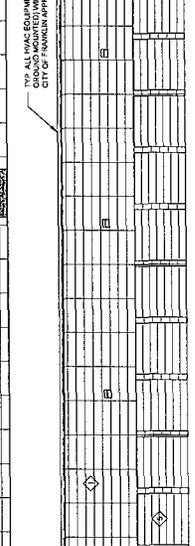
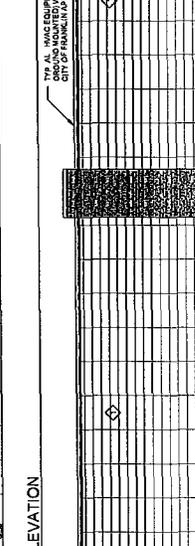
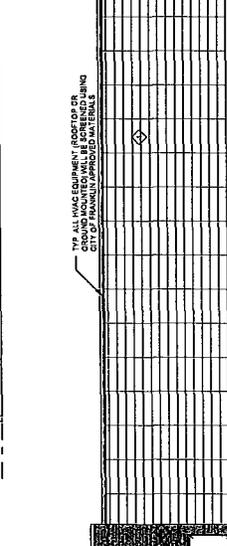
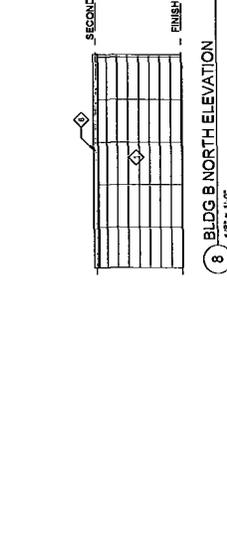
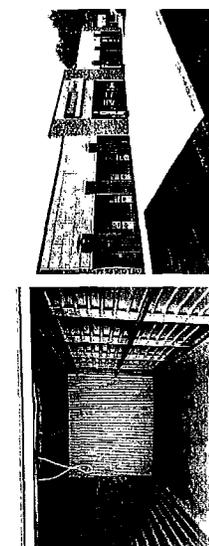
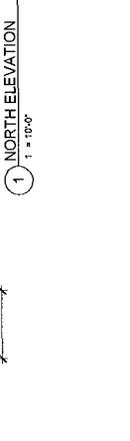
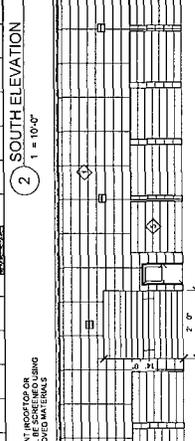
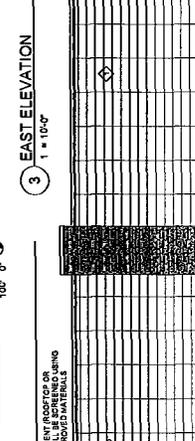
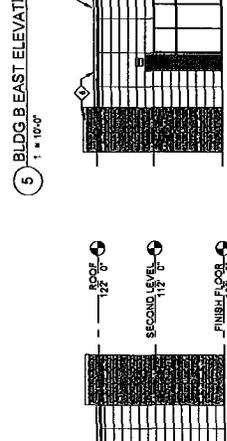
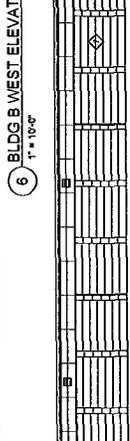
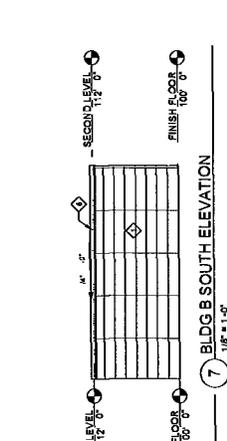
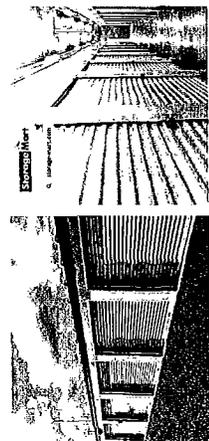
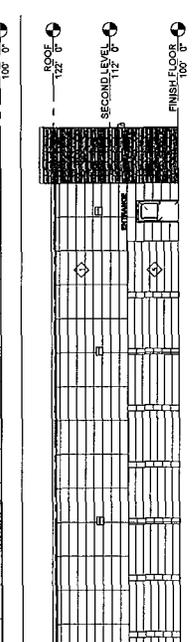
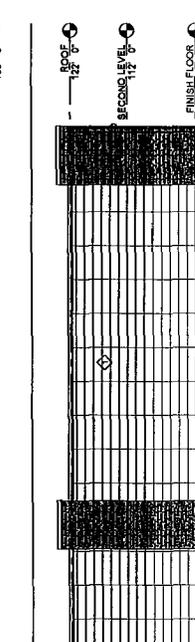
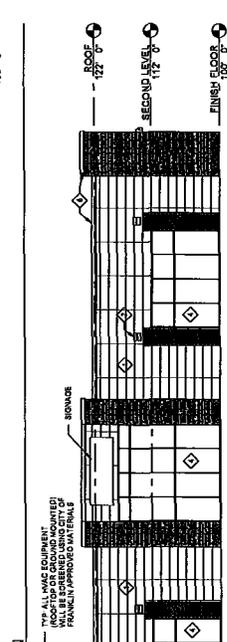
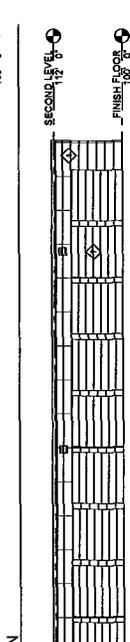
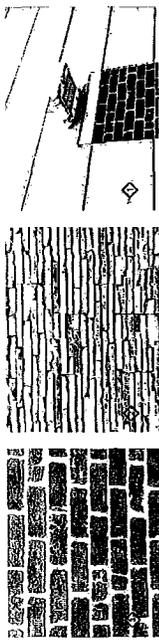
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FRANKLIN MILWAUKEE COUNTY, WISCONSIN
SOUTH LOVERS LANE RD.

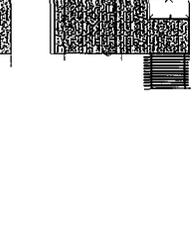
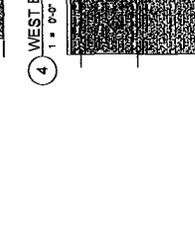
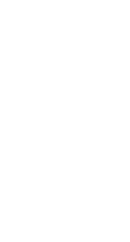
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SANITARY SEWER & WATER DETAILS



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◇ ARCHITECTURAL PANEL	INSULATED METAL PANEL	MATCH EXISTING FACILITY
◇ STONE	NATURAL CUT STONE	MATCH EXISTING FACILITY
◇ BRICK	RUNNING BOND 1/2" BRICK	MATCH EXISTING FACILITY
◇ STOREFRONT	ANODIZED ALUMINUM	DARK BRONZE
◇ OVERHEAD DOOR	INSULATED METAL SECTIONAL DOOR	MATCH EXISTING FACILITY
◇ METAL COPING	PAINTED METAL	MATCH EXISTING FACILITY
◇ EXTERIOR FINISH	TPO	MATCH EXISTING FACILITY



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 PROJ. NO.: 2013-001
 ELEVATIONS

STORAGE MART FRANKLIN
 6921 S. Lower Grove Rd. Franklin, PA 15732

Phone: (412) 834-6652
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design manage advise

SM

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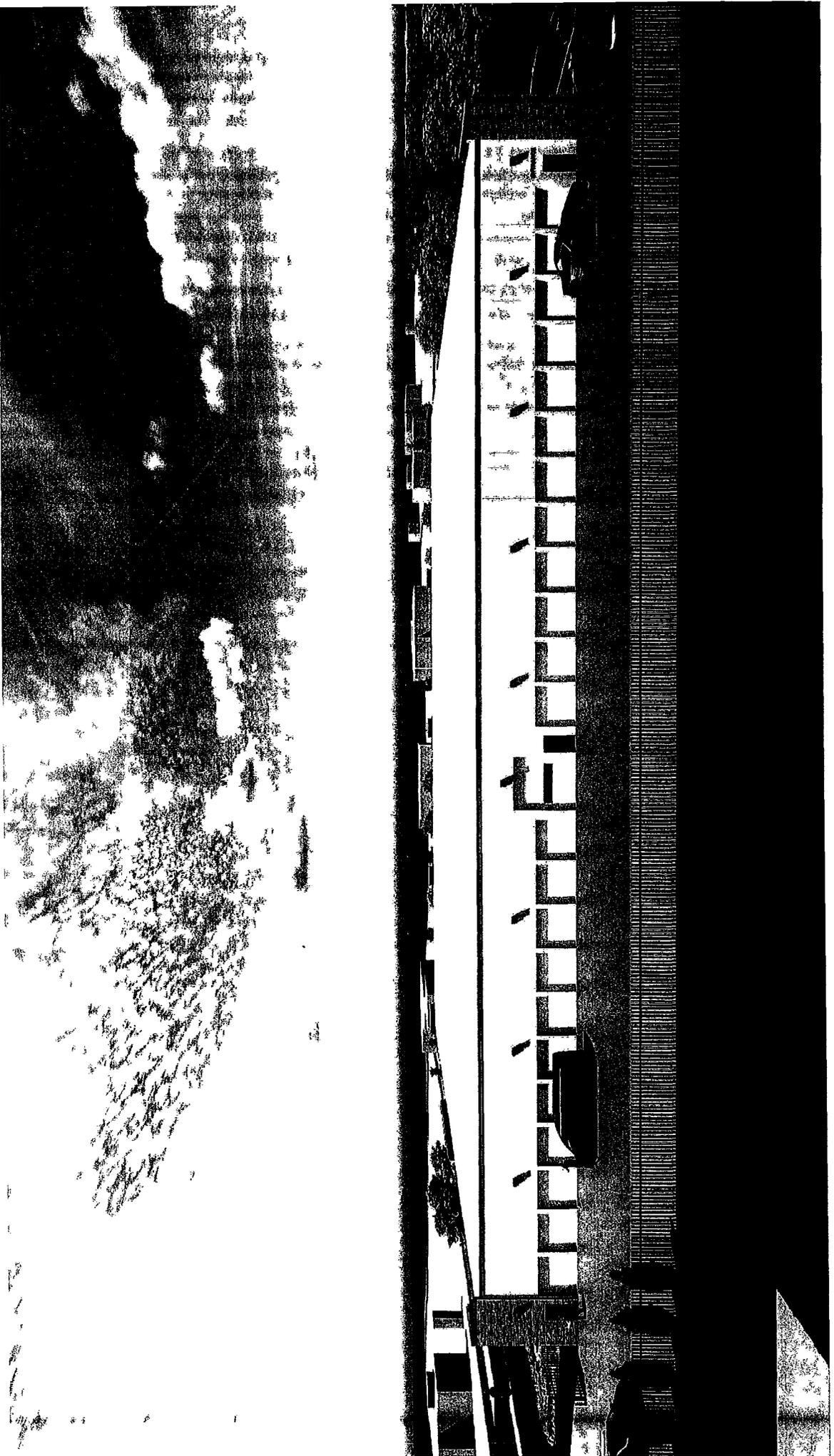
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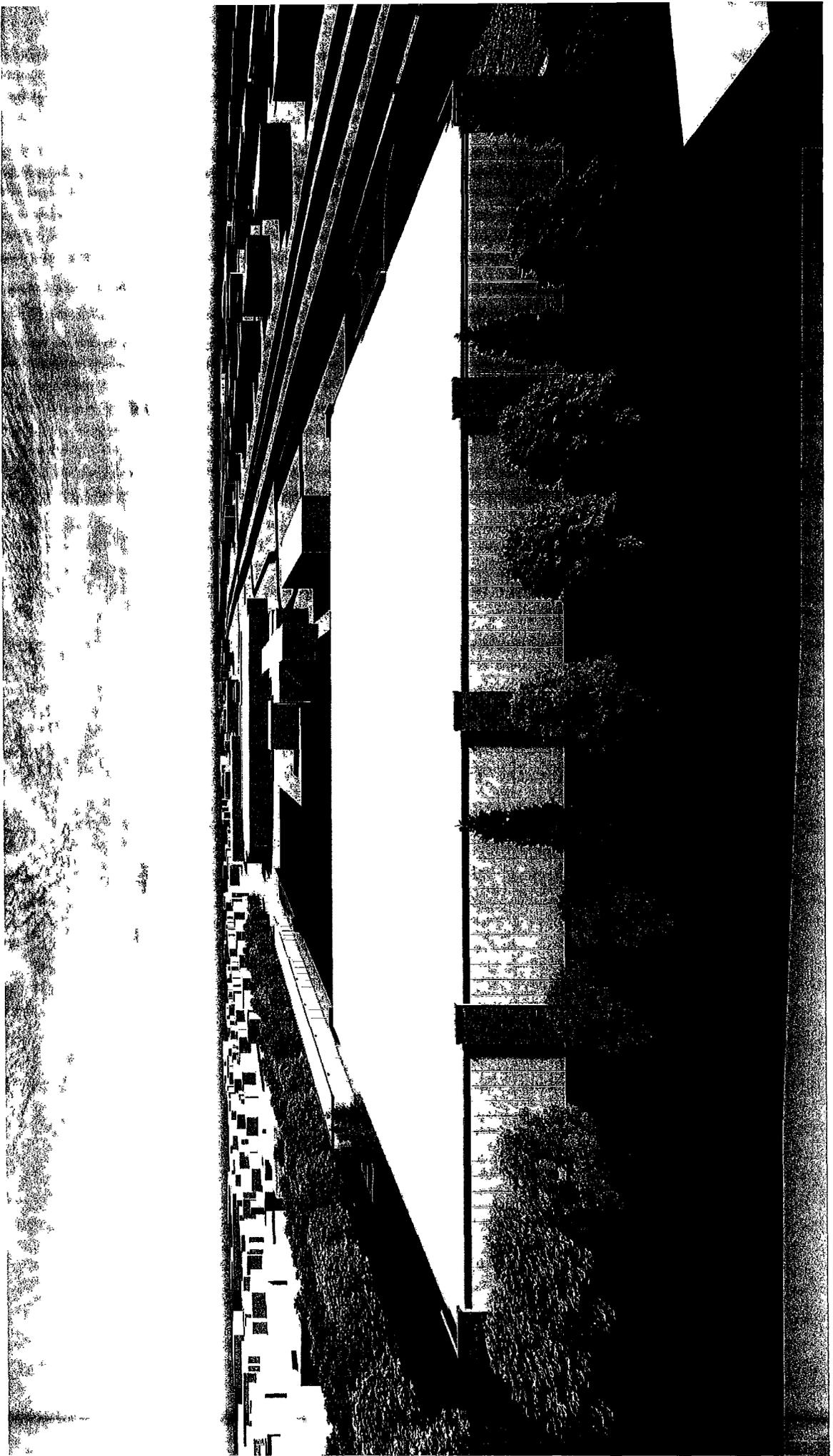
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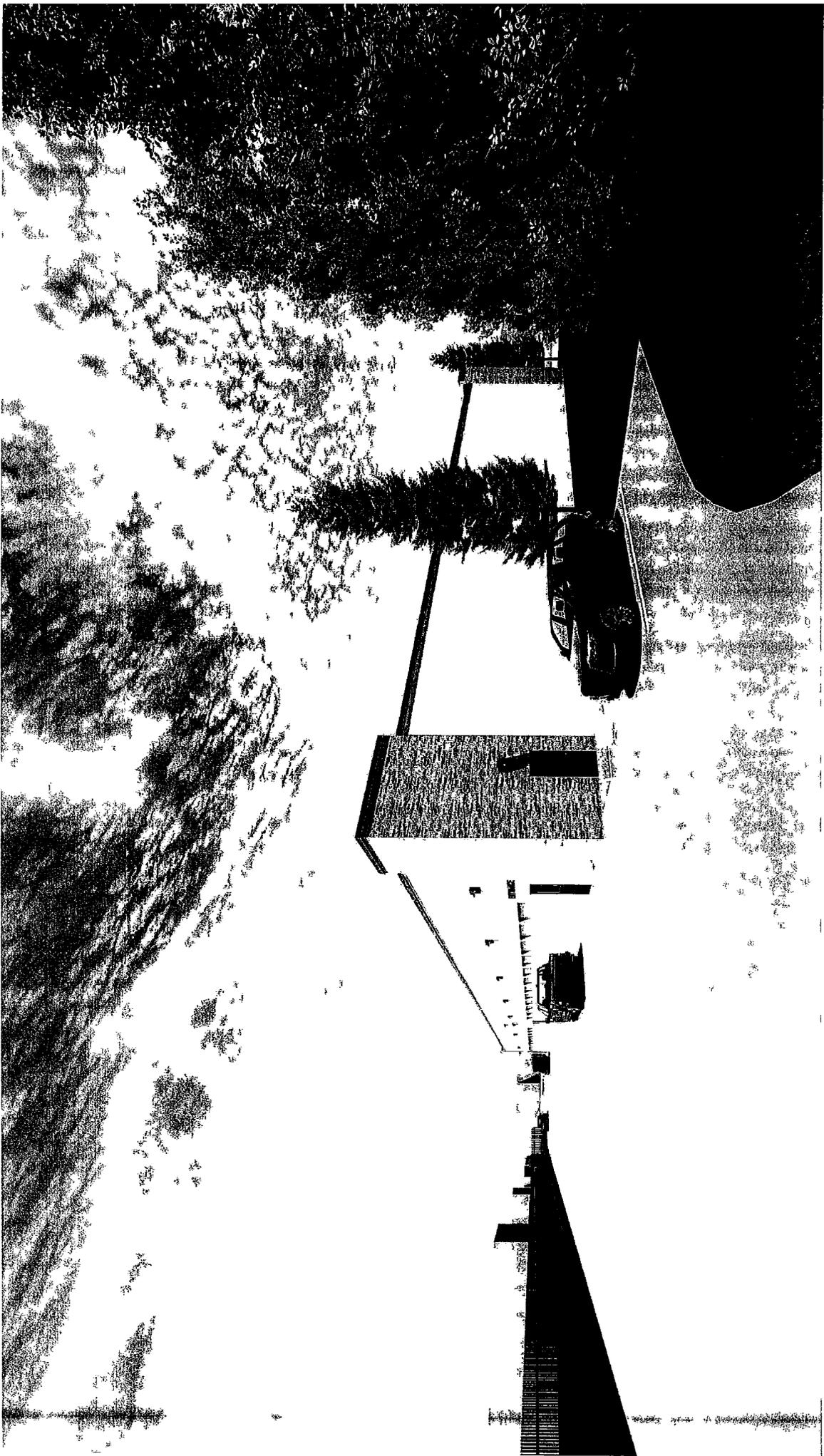
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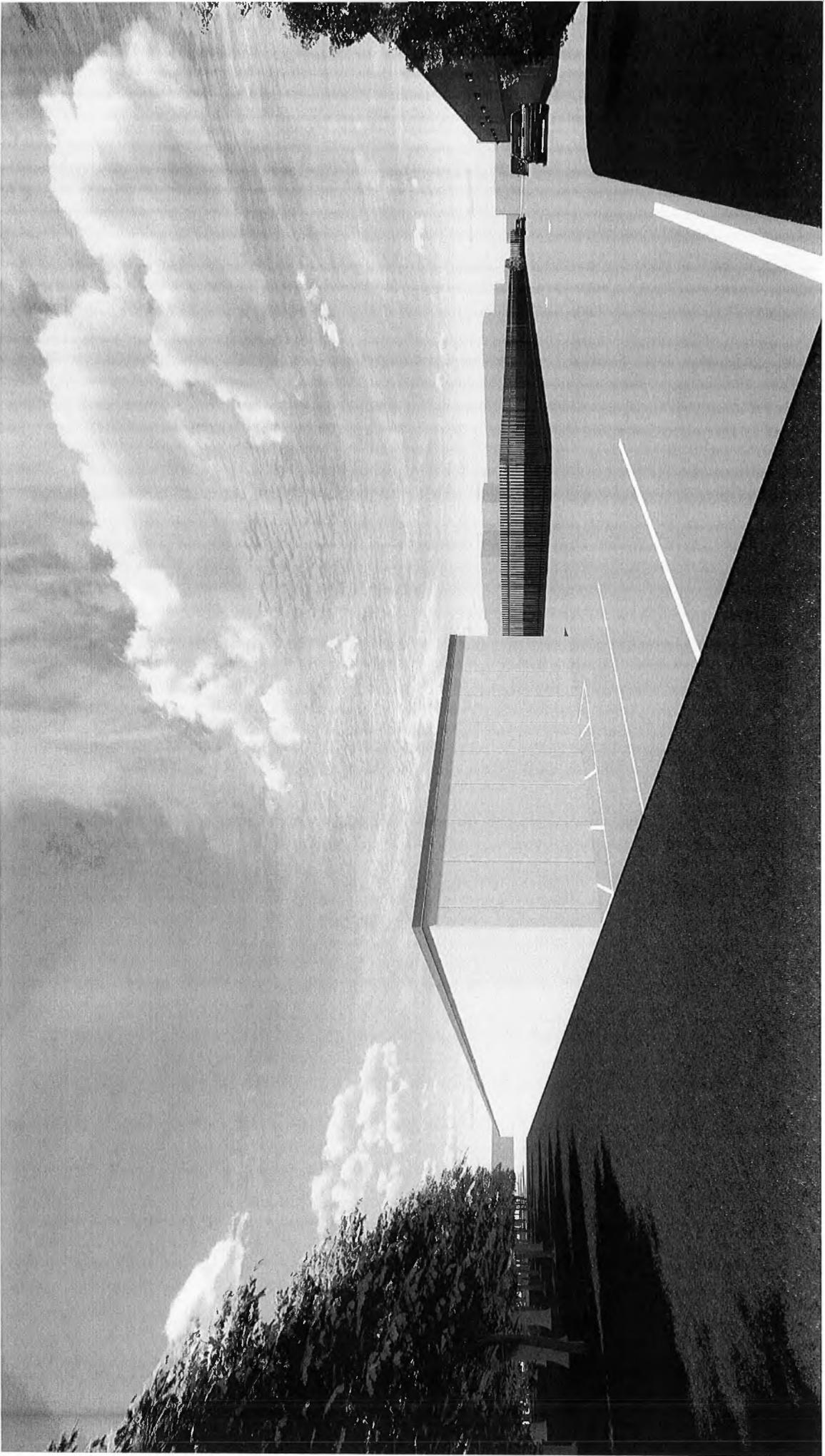


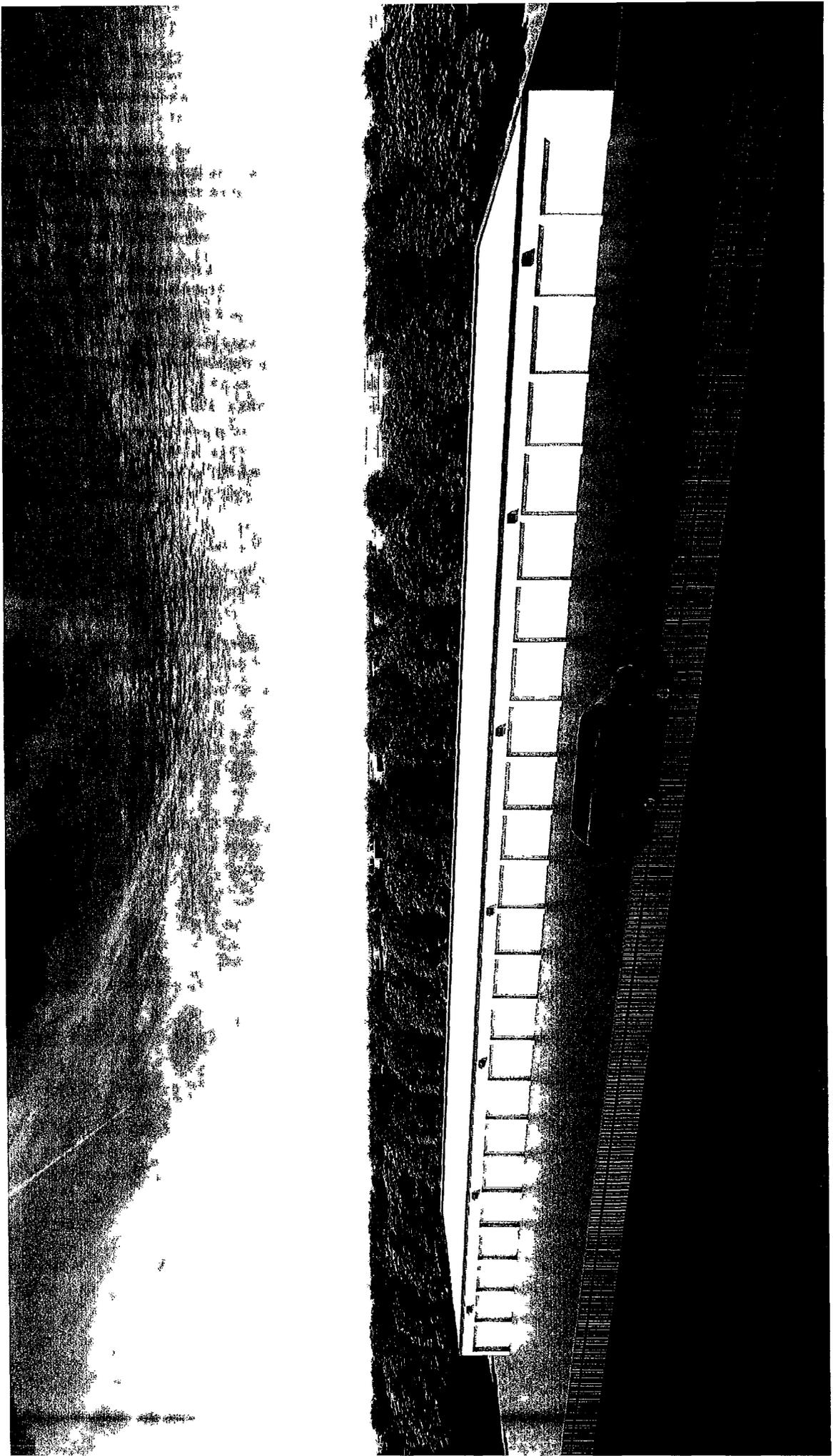


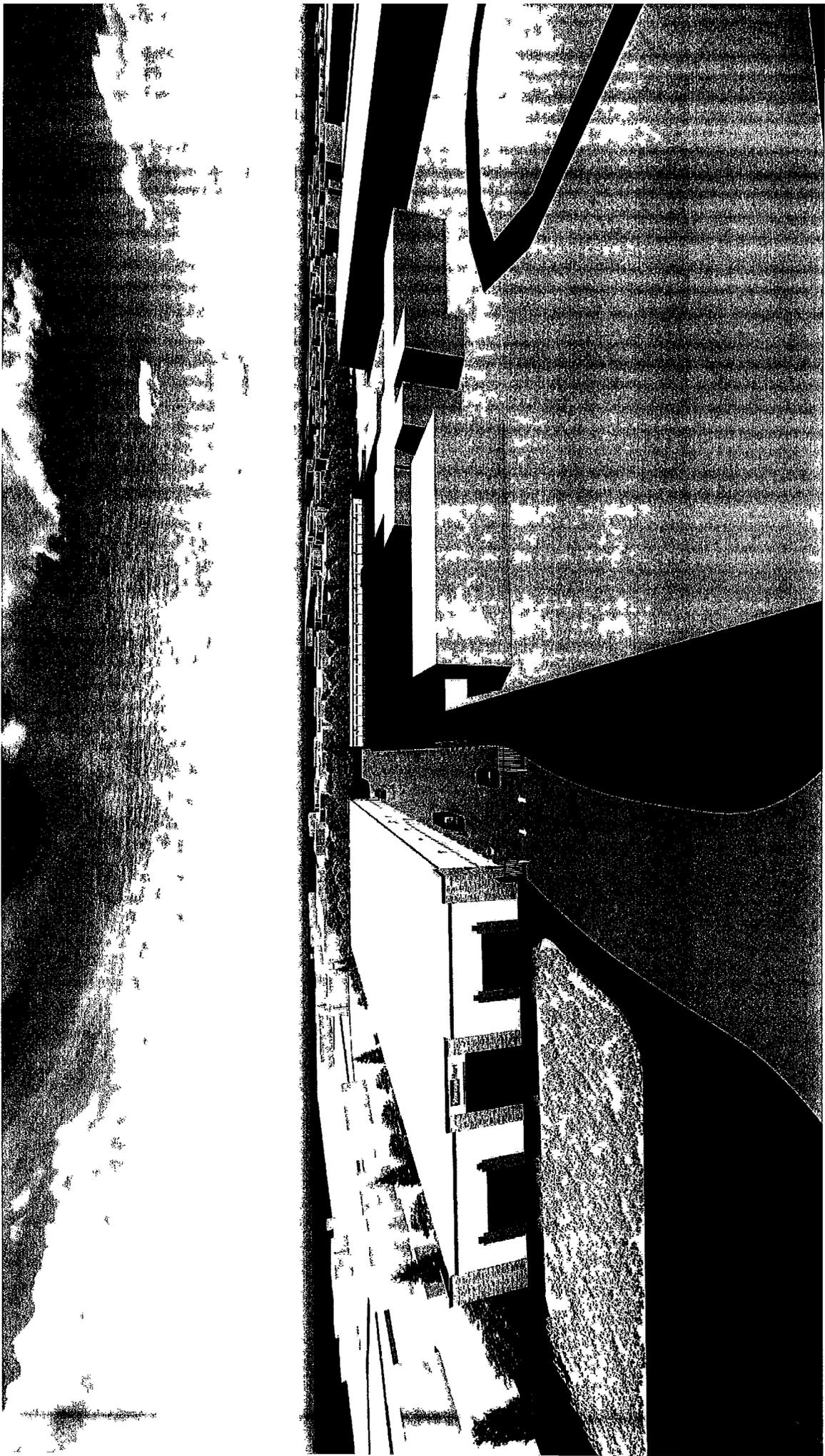












Chapter UDO. Unified Development Ordinance

Part 3. Zoning Districts: District Establishment, Dimensional, and Use Regulations

Division 15-3.0500. Site Intensity and Capacity Calculations

§ 15-3.0502. Calculation of Base Site Area.

The base site area shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in § 15-3.0501 of this Ordinance.

Table 15-3.0502			
Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development			
STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.		3.81 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	-	0.05 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	-	acres
STEP 4:	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	-	acres
STEP 5:	Equals "Base Site Area"	=	3.76 acres

§ 15-3.0503. Calculation of the Area of Natural Resources to Be Protected.

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the base site area (as defined in § 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective natural resource protection standard (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the total resource protection land. The total resource protection land shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503						
Worksheet for the Calculation of Resource Protection Land						
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature		
	Agricultural District	Residential I District	Non-Residential District			
Steep Slopes:						
10-19%	0.00	0.60	0.40	X _____	_____	
				=		
20-30%	0.65	0.75	0.70	X _____	_____	
				=		
+ 30%	0.90	0.85	0.80	X _____	_____	
				=		
Woodlands & Forests:						
Mature	0.70	0.70	0.70	X _____	_____	
				=		
Young	0.50	0.50	0.50	X 1.30	0.65	
				=		
Lakes & Ponds	1	1	1	X _____		
				=		
Streams	1	1	1	X _____		
				=		
Shore Buffer	1	1	1	X _____		
				=		
Floodplains	1	1	1	X _____		
				=		
Wetland Buffers	1	1	1	X 0.41		
				=		

Table 15-3.0503					
Worksheet for the Calculation of Resource Protection Land					
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Wetlands & Shoreland Wetlands	1	1	1	X	0.23
				=	1.29
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					1.29

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

§ 15-3.0504. Calculation of Site Intensity and Capacity for Residential Uses.

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE	
	Take Base Site Area (from Step 5 in Table 15-3.0502): _____	
	Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard): X _____	
	Equals MINIMUM REQUIRED ON-SITE OPEN SPACE = _____	
STEP 2:	CALCULATE NET BUILDABLE SITE AREA:	
	Take Base Site Area (from Step 5 in Table 15-3.0502): _____	
	Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater: - _____	
		acres
		acres

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
	Equals NET BUILDABLE SITE AREA =	
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:	
	Take Net Buildable Site Area (from Step 2 above): _____	
	Multiply by Maximum Net Density (ND) (see specific residential zoning district ND standard): X _____	
	Equals MAXIMUM NET DENSITY YIELD OF SITE =	D.U.s
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:	
	Take Base Site Area (from Step 5 of Table 15-3.0502): _____	
	Multiple by Maximum Gross Density (GD) (see specific residential zoning district GD standard): X _____	
	Equals MAXIMUM GROSS DENSITY YIELD OF SITE =	D.U.s
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:	
	Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above):	D.U.s

§ 15-3.0505. Calculation of Site Intensity and Capacity for Nonresidential Uses.

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed.

A. Maximum Permitted Floor Area for a Retail Building:

1. Notwithstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.
 - a. B-1 Neighborhood Business District.
 - b. B-2 General Business District.
 - c. B-3 Community Business District.
 - d. B-5 Highway Business District.
2. Notwithstanding, any other provision of this Ordinance, no special use permit, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming

use or structure may be expanded in any manner that would increase its nonconformance with the limits of subparagraph (1).

Table 15-3.0505		
Worksheet for the Calculation of Site Intensity and Capacity for Nonresidential Development		
STEP 1:	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE: Take Base Site Area (from Step 5 in Table 15-3.0502): <u>3.76</u> Multiple by Minimum Landscape Surface Ratio (LSR) (see specific zoning district LSR standard): X <u>0.4</u> Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =	1.50 acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take Base Site Area (from Step 5 in Table 15-3.0502): <u>3.76</u> Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required Landscape Surface (from Step 1 above), whichever is greater: - <u>1.29</u> Equals NET BUILDABLE SITE AREA =	2.47 acres
STEP 3:	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take Net Buildable Site Area (from Step 2 above): <u>2.47</u> Multiple by Maximum Net Floor Area Ratio (NFAR) (see specific nonresidential zoning district NFAR standard): X <u>0.44</u> Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =	1.09 acres
STEP 4:	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take Base Site Area (from Step 5 of Table 15-3.0502): <u>3.76</u> Multiple by Maximum Gross Floor Area Ratio (GFAR) (see specific nonresidential zoning district GFAR standard): X <u>0.26</u> Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =	0.98 acres
STEP 5:	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the lowest of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above): (Multiple results by 43,560 for maximum floor area in square feet):	0.98 acres (<u>42,688</u> square feet)

CONSERVATION EASEMENT

South Lovers Land Road – TKG III Acquisition, LLC

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and TKG III Acquisition, LLC, a Delaware limited liability company, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, natural woodlands and wetlands, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a “holder”, as contemplated by § 700.40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62 23 and § 236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

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

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

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

Grantee’s rights hereunder shall consist solely of the following.

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

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

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the

- protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
 4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris;
 5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
 6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

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

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

To Grantor.
 TKG III Acquisition, LLC
 Attn Weyen Burnam
 215 N Stadium Blvd , Suite 207
 Columbia, MO 65203

To Grantee:
 City of Franklin
 Office of the City Clerk
 9229 West Loomis Road
 Franklin, Wisconsin 53132

In witness whereof, the Grantor has set its hand on this date of _____, 20__

TKG III Acquisition, LLC

By: _____
 [Name and if applicable, Title]

STATE OF MISSOURI)
) ss
 BOONE COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ [Name] _____, as _____ [Title] _____ of _____ [Grantor] _____, a _____ [entity type, e.g., Wisconsin Limited Liability Company] _____, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said _____ [Grantor] _____

 Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236 293 of the Wisconsin Statutes

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__.

CITY OF FRANKLIN

By: _____
John Nelson, Mayor

By _____
Karen Kastenson, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 20__, the above named John Nelson, Mayor and Karen Kastenson, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No _____, adopted by its Common Council on the _____ day of _____, 20__.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

[Planner Name]
[Planner Title]
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

Exhibit A

**DECLARATION OF CROSS-
ACCESS EASEMENT**

Document Number

Recording Area

Name and Return Address

Jake Remington
Husch Blackwell LLP
511 N Broadway, Suite 1100
Milwaukee, WI 53202

PIN 7479992004 and 7479992005

THIS DECLARATION OF CROSS-ACCESS AND PARKING EASEMENT (this “Declaration”) is made this _____, 2023 (“Effective Date”) by TKG III Acquisition, LLC (the “Declarant”), a Delaware limited liability company.

WHEREAS, Declarant is the fee simple owner of the following real property located in the City of Franklin, Milwaukee County, Wisconsin: (i) the real property described on the attached and incorporated **Exhibit A** (“Parcel 1”); and (ii) the real property described on the attached and incorporated **Exhibit B** (“Parcel 3”) (Parcel 1 and Parcel 3 are each sometimes referred to hereinafter as a “Parcel,” or are collectively sometimes referred to hereinafter as the “Parcels”), and

WHEREAS, Declarant wishes to declare a cross-access easement benefitting and burdening the Parcels.

NOW, THEREFORE, the Declarant covenants and declares as follows:

1. Easements

1.1 Benefitting Parcel 1 and Burdening Parcel 3. Declarant hereby declares, for the benefit of the fee simple owner of Parcel 1 (the “Parcel 1 Owner”) and its successors, agents, contractors, emergency responders, invitees, customers, occupants, and tenants (collectively, the “Parcel 1 Benefitted Parties”), an easement upon and over those areas of Parcel 3 more particularly described on the attached and incorporated described in **Exhibit C** for a perpetual, appurtenant,

rent-free, non-exclusive purpose of pedestrian and vehicular use for ingress and egress to and from Parcel 3.

1.2 Benefiting Parcel 3 and Burdening Parcel 1. Declarant hereby declares, for the benefit of the fee simple owner of Parcel 3 (the "Parcel 3 Owner") and its successors, agents, contractors, emergency responders, invitees, customers, occupants, and tenants (collectively, the "Parcel 3 Benefitted Parties"), an easement upon and over those areas of Parcel 1, more particularly described on the attached and incorporated Exhibit C for a perpetual, appurtenant, rent-free, non-exclusive purpose of pedestrian and vehicular use for ingress and egress to and from Parcel 1.

2. No Merger As of the Effective Date, both Parcels are owned by Declarant. The Declarant does not intend for the easements declared hereunder to merge by virtue of its common ownership of the Parcels. The easements declared hereunder shall burden and benefit each Parcel individually without merger as a result of Declarant's common ownership.

3. Covenant Running with the Land. All of the terms and conditions in this Declaration shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the fee simple owner of a Parcel, and their respective successors-in-interest and assigns. The benefits and burdens declared under this Declaration are appurtenant to each Parcel and may not be separated from and transferred or assigned apart from fee ownership in such Parcel.

4. Maintenance. The owner of each Parcel (each, a "Parcel Owner") shall, at its sole cost and expense, repair and maintain the portion of its Parcel subject to the easements declared hereunder. Notwithstanding the above, (i) Parcel 1 Owner shall be responsible for the cost of repairing or replacing any damage to any portion of Parcel 3 to the extent such damage arises out of the negligence or willful misconduct of any of the Parcel 3 Benefitted Parties, reasonable wear and tear excepted, and (ii) the Parcel 3 Owner shall be responsible for the cost of repairing or replacing any damage to any portion of Parcel 1 to the extent such damage arises out of the negligence or willful misconduct of any of the Parcel 3 Benefitted Parties, reasonable wear and tear excepted

5. Indemnification The Parcel 1 Owner and the Parcel 3 Owner shall each indemnify, defend and hold harmless each other from and against any and all liabilities, losses, costs and expenses (including reasonable attorneys' fees) for any injuries to any persons or damage to any property to the extent arising out of the negligence or willful misconduct of the Parcel 1 Benefitted Parties or Parcel 3 Benefitted Parties, respectively, with respect to such parties' use or enjoyment of the easements declared hereunder.

6. No Grant of Easement to the Public. Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Parcels to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to and for the purposes expressed herein as private easements.

7. Severability. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be

affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

8. Governing Law. This Declaration shall be governed by and construed under the laws of the state of Wisconsin.

(Signature on next page)

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the Effective Date

TKG III Acquisition, LLC

By: [Signature]
Name: Weyen Burnam
Title: CCO

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

This instrument was acknowledged before me on the 11th day of December 2023, by Weyen Burnam, as CCO of TKG III Acquisition, LLC.

AMY C HARRISON
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires Sep 15, 2025
Commission # 13536569

[Signature]
Amy C Harrison
Notary Public, State of Missouri
My Commission: 9.15.25

EXHIBIT A

Legal Description of Parcel 1

Parcel 1 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin.

Taxkey: 7479992004

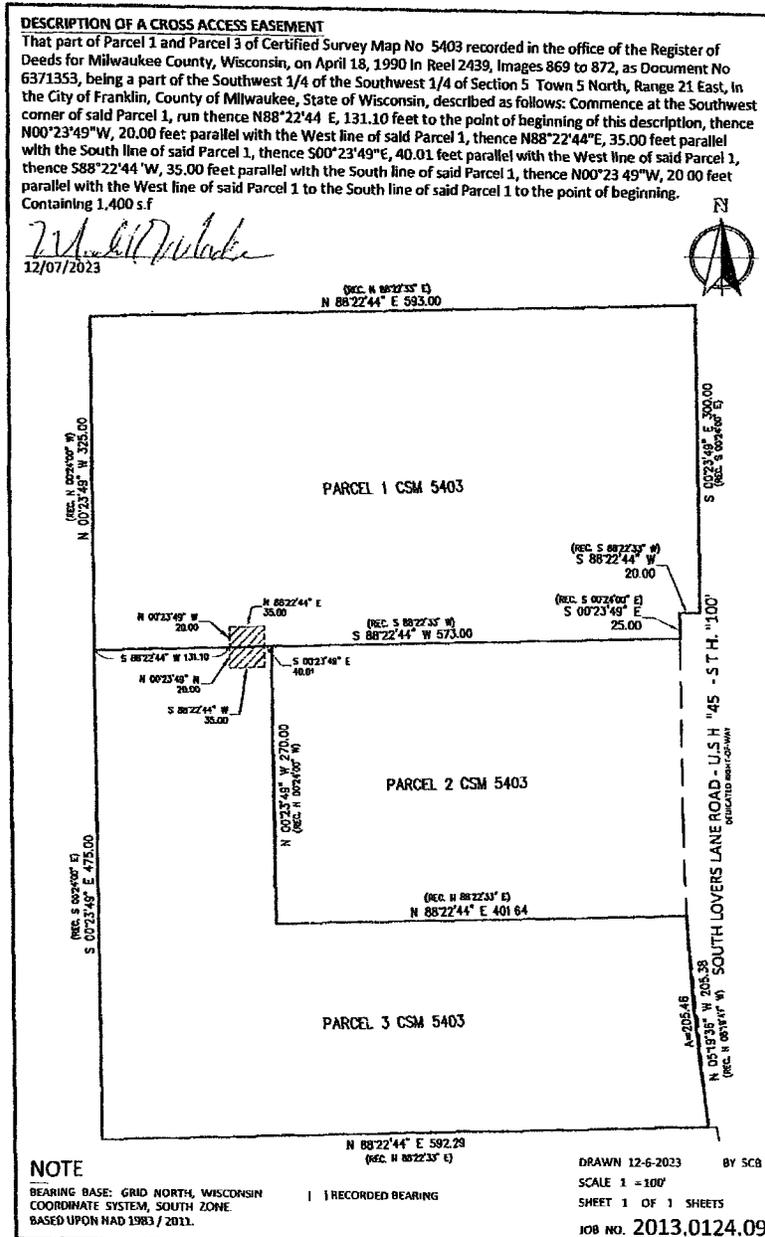
EXHIBIT B

Legal Description of Parcel 3

Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin.

Taxkey: 7479992005

EXHIBIT C



Nielsen Madsen Barber
CIVIL ENGINEERS AND LAND SURVEYORS
455 Horizon Blvd, Suite 200, Racine, WI 53406
Telephone: (762) 631-5588 Website: www.nmb.com

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 05/21/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A resolution authorizing certain officials to accept a Conservation Easement for and as part of the Review and Approval of a Site Plan and Special Use by TKG III Acquisition, LLC (d/b/a StorageMart), Applicant and Property Owner (7045 South Lovers Lane Road)</p>	<p style="text-align: center;">ITEM NUMBER D. 6, DISTRICT 6</p>

At its April 4, 2024, meeting, the Plan Commission approved a Site Plan and Special Use, including a condition for approval and recording of a Conservation Easement.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-____, authorizing certain officials to accept a Conservation Easement for and as part of the Review and Approval of a Site Plan and Special Use by TKG III Acquisition, LLC (d/b/a StorageMart), Applicant and Property Owner (7045 South Lovers Lane Road), subject to technical corrections by staff and the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SITE PLAN AND SPECIAL USE BY TKG III
ACQUISITION, LLC (D/B/A STORAGE MART), APPLICANT AND PROPERTY
OWNER (7045 SOUTH LOVERS LANE ROAD)

WHEREAS, the City of Franklin Common Council having approved Site Plan and Special Use applications of TKG III Acquisition, LLC (d/b/a StorageMart) on April 4, 2024 and May 21, 2024, respectively, conditioned in part upon Common Council approval of a Conservation Easement to protect woodlands, wetlands, and wetland buffers on the site; and

WHEREAS §15-7.0102G., §15-7.0103Q., and §15-4.0102.K of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by TKG III Acquisition, LLC (d/b/a StorageMart) in the form and content as annexed hereto, subject to any changes consistent with this Resolution and as may approved upon further review by the City Engineering Department, Department of City Development and the Office of the City Attorney, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW
AND APPROVAL OF SITE PLAN AND SPECIAL USE BY TKG III ACQUISITION,
LLC (D/B/A STORAGEMART)

Page 2

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

South Lovers Land Road – TKG III Acquisition, LLC

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and TKG III Acquisition, LLC, a Delaware limited liability company, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, natural woodlands, wetlands and wetland buffers, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a “holder”, as contemplated by § 700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas; and

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

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

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

Grantee’s rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

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

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations,

park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;

- 3. Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
- 4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
- 5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
- 6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

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

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

To Grantor.
TKG III Acquisition, LLC
Attn: Weyen Burnam
215 N Stadium Blvd., Suite 207
Columbia, MO 65203

To Grantee:
City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the Grantor has set its hand on this date of _____, 20__

TKG III Acquisition, LLC

By: _____
[Name and if applicable, Title]

STATE OF MISSOURI)
) ss
BOONE COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ [Name] _____, as _____ [Title] _____ of _____ [Grantor] _____, a _____ [entity type, e.g., Wisconsin Limited Liability Company] _____, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said _____ [Grantor] _____

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236 293 of the Wisconsin Statutes

In witness whereof, the undersigned has executed and delivered this acceptance on the _____ day of _____, 20__

CITY OF FRANKLIN

By: _____
John Nelson, Mayor

By: _____
Karen Kastenson, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 20__, the above named John Nelson, Mayor and Karen Kastenson, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 20__

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

[Planner Name]
[Planner Title]
Department of City Development

Date

Approved as to form only.

Jesse A. Wesolowski
City Attorney

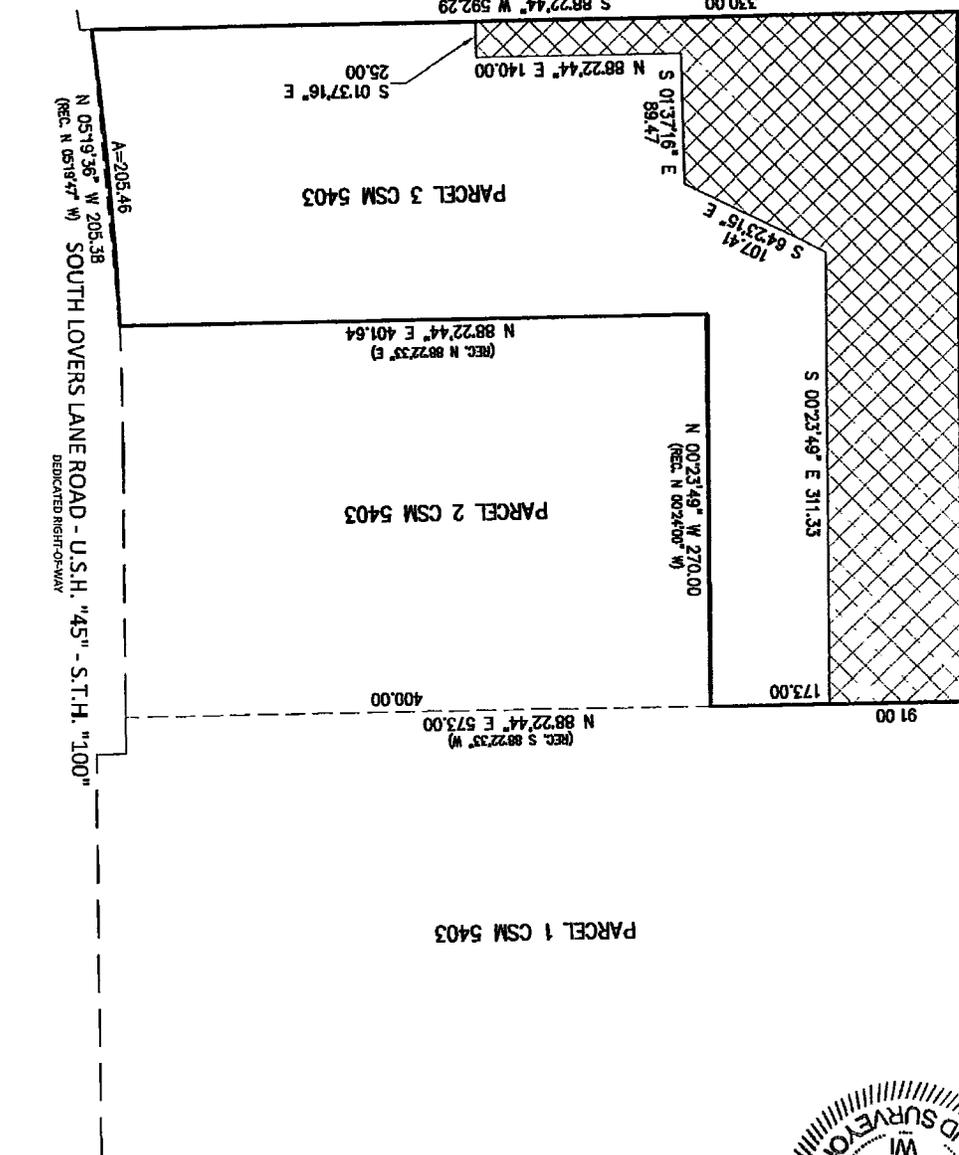
Date

Exhibit A

DESCRIPTION OF A CONSERVATION AREA.

That part of Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, described as follows: Begin at the Southwest corner of said Parcel 3; run thence N00°23'49"W, 475.00 feet along the West line of said Parcel 3 to the Northwest corner of said Parcel 3; thence N88°22'44"E, 91.00 feet along the North line of said Parcel 3, then S00°23'49"E, 311.33 feet parallel with the West line of said Parcel 3; thence S64°23'15"E, 107.41 feet, then S01°37'16"E, 89.47 feet perpendicular with the South line of said Parcel 3; thence S88°22'44"E, 140.00 feet parallel with the South line of said Parcel 3; then S01°37'16"E, 25.00 feet perpendicular with the South line of said Parcel 3 to the South line of said Parcel 3; thence S88°22'44"W, 330.00 feet along the South line of said Parcel 3 to the point of beginning. *Continued on page 50, 282 s.f.*

4/29/2024
 MARK R. MADSEN
 S-2271
 LAND SURVEYOR
 MILWAUKEE, WI



NOTE
 BEARING BASE GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE
 BASED UPON NAD 1983 / 2011
 () RECORDED BEARING
 DRAWN 4-29-2024 BY MRM
 SCALE 1"=100'
 SHEET 1 OF 1 SHEETS
 JOB NO 2013.0124.09

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to execute the Speak Sobriety LLC Volition Franklin contract.	ITEM NUMBER A. 7.

Background: Volition Franklin in partnership with the Franklin Health Department works to empower youth to make healthy decisions, especially related to alcohol, tobacco and other drugs. In support of its mission, Volition Franklin seeks out education opportunities to knowledgeable speakers and resources to youth locally.

Analysis: Stephen Hill with Speak Sobriety LLC presents nationally on substance misuse prevention. Through a partnership with the Franklin High School, Mr. Hill will speak on two days at Franklin High School to further local substance misuse prevention efforts.

The contract agreement has been reviewed by the City Attorney and approved for signature pending Council approval.

Fiscal Note: The contract total of \$16,590 will be funded by a current Drug Free Community grant. There will be no impact to the City of Franklin budget for these expenses.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the execution of the Speak Sobriety LLC Volition Franklin contract.



Speaking Engagement Agreement

This five (5) page Speaking Engagement Agreement (hereinafter "Agreement") is made and entered into on **5/13/2024** by the parties named below as Speaker and Client.

Speaker's Information:

Stephen Hill, Speak Sobriety LLC

Address: 30 Spruce Run, Ramsey, NJ 07446

Phone Number: (845) 323-1888

Email: shill@speaksobriety.com

Client's Information:

Volition Franklin

Address: 9229 W. Loomis Road, Franklin, WI 53132

Phone Number: (414) 427-7530

Email: mconway@franklinwi.gov

WHEREAS, Client has a need for the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by Speaker, and

WHEREAS, the Speaker is capable and authorized to provide such services to Client,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties mutually agree as follows:

Program Information:

Topics: Substance misuse prevention & mental health awareness

Client Contact Person: Megan Conway, CHES, Drug-Free Community Coalition Coordinator, Volition Franklin

Speaker Contact Person: Stephen Hill, J.D., President, Speak Sobriety LLC

Schedule:

Date: 10/28/2024 - 10/29/2024

Location: Franklin High School, 8222 South 51st Street, Franklin, WI 53132

Time Slot: Client will inform Speaker of the exact time slots for the assemblies and breakout sessions.

Description of Services:

Consistent with the dates, locations, and times in the “Program Information” section above, Speaker agrees to provide:

- Two school assemblies on 10/28/2024 at Franklin High School entitled *First Choice & A Second Chance*, conducted in the following format:
 - 1) Welcome and introduction from Client
 - 2) Play Speaker’s introduction video
 - 3) Keynote presentation from Speaker
 - 4) Q&A

- A full school day of breakout sessions on 10/29/2024 consisting of Q&A, open discussion, and students sharing messages heard or lessons learned from the assembly

Equipment & Room Set-up Specifications:

Client shall be responsible for all audio and video needs for the programs.

For the School Assemblies, Client shall provide Speaker with a wireless microphone and have a projector screen connected to a laptop to play Speaker’s introduction video. Speaker will email Client a link to download Speaker’s introduction video and provide an introduction template for

Client to read when introducing Speaker to the audience. Client can make changes to the introduction template that will better serve Client's audience.

Speaker does not have audio or video needs for the breakout sessions.

Recording:

No audio, video, or other electronic recording of Speaker is permitted. Client can take photographs of Speaker before, during, and after the program.

Total Compensation: \$16,590.00

Speaker Fee: \$15,000.00

Travel Expenses: \$1,590.00

Client shall pay to Speaker a 50% deposit of \$8,295.00 by making out a check payable to Speak Sobriety LLC and mailing the check to 30 Spruce Run, Ramsey, NJ 07446 before 6/13/2024.

Client shall pay to Speaker \$8,295.00, the remaining balance of Speaker's Total Compensation, by making out a check payable to Speak Sobriety LLC and hand delivering the check to Speaker on 10/29/2024 upon conclusion of the program.

Client is not responsible for any other costs associated with this Agreement.

Travel expenses are itemized in Appendix A which is attached to this Agreement.

Independent Contractor Status:

The Parties agree that Speaker shall be deemed an Independent Contractor of Client and shall in no manner be deemed an employee of Client.

Speaker acknowledges his status as an independent contractor and acknowledges that he retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Speaker is an independent contractor, Client will not make deductions from payments to Speaker for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes.

Professionalism:

During the program and while planning the program, Speaker shall always comport himself in a professional manner appropriate to a school and community setting.

Liability and Indemnification:

Each party will indemnify, save and hold harmless the other party, to the fullest extent permitted by law, from any liability or damages (including reasonable attorneys' fees) arising from the indemnifying party's culpable conduct, criminal conduct, gross negligence, or breach of this Agreement.

Referral:

If Client is satisfied with Speaker's presentation, Speaker requests that Client connect Speaker via email with at least one qualified person who plans events and hires professional speakers within 15 days after conclusion of the event for which this Agreement has been prepared and accepted. Speaker prefers the qualified person to be an administrator or counselor employed by a school district, or the director/coordinator of a drug free community coalition, health department, or alliance.

Testimonial:

If Client is satisfied with Speaker's presentation, Client agrees to provide either a written testimonial (3 to 4 sentences) or a video testimonial (45 to 60 seconds).

Cancelation Clause:

The program may be canceled if, (1) a natural or public crisis should render the program unfeasible; (2) weather conditions would make traveling unsafe; or (3) illness or a family emergency should incapacitate Speaker. If the program is canceled by Client or Speaker for any reason, Client and Speaker will work together to re-book the program on a mutually convenient date within a reasonable amount of time with no penalty.

Authority to Enter into Agreement:

The undersigned representative of Speaker hereby represents and warrants that the undersigned is the owner or an officer, director, or agent with full legal rights, power and authority to enter into

APPENDIX A

Travel Expenses:

Round Trip Uber/Lyft to EWR Airport: \$300.00

Roundtrip Flight EWR to MKE: \$560.20

Rental Car: \$165.77

Rental Car Refuel: \$40.00

Hotel Courtyard Milwaukee Airport: \$302.61

Meals: \$75.00 x 3 days (10/27/2024 - 10/29/2024) = \$225.00

Total Cost = \$1,593.58

Total Cost Rounded Down = \$1,590.00

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to execute the Clear Channel Outdoor Media Volition Franklin Contract (1).	ITEM NUMBER B.8.

Background: Volition Franklin’s primary mission is to reduce youth misuse of substances including, alcohol, tobacco and other drugs. Volition Franklin strives to ensure youth have the tools and knowledge to make the healthy decisions as they enter their adolescence and beyond, by encouraging adults to have small conversations around alcohol use with their children.

Analysis: Volition Franklin utilizes a variety of communication methods to share community substance misuse prevention messaging, including print media such as billboards. Clear Channel Outdoor Media is currently the only provider in outdoor marketing with billboards located within the Franklin city limits. Volition Franklin has available grant funding to pursue an underage drinking prevention billboard campaign during the summer of 2024. The billboard campaign utilizes messaging from the Wisconsin Department of Health Services ‘Small Talks’ campaign to encourage parents to have small conversations about underage drinking prevention with their children.

The contract agreement has been reviewed by the City attorney and approved for signature pending Council approval.

Fiscal Note: The contract total of \$1,520.00 will be paid by a current Partnerships for Success-Strategic Prevention Framework (PFS-SPF) grant. There will be no impact to the City of Franklin budget for these expenses.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the execution of the Clear Channel Outdoor Media Volition Franklin Contract (1).

ACCOUNT EXECUTIVE

Inna Cromer
InnaCromer@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

908 Silvermail Rd
Pewaukee, WI 53072

ORDER #1224402-MKE

Volition Franklin - 2011 - 06/03/2024

ADVERTISER

Volition Franklin (#400904)
9229 W Loomis Rd
Franklin, WI 53132-9630

BILL TO

Volition Franklin (#400904)
9229 W Loomis Rd
Franklin, WI 53132-9630

MILWAUKEE

OOH SERVICES

Product	Display	Start Week	Period Type	Period Rate	Periods	Total Price
Poster	#002011 - 27th St WS 180ft N/O Rawson Av F/N - 2 - 10'5" x 22'8"	6/3/2024	4-Week	\$1,300 00	1 0	\$1,300 00

PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Milwaukee 2 eco posters	6/3/2024	2	\$110 00	\$220 00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	\$1,300 00
Production Services	\$220 00
TOTAL	\$1,520.00

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Milwaukee		908 Silvermail Rd, Pewaukee, WI, 53072		(773) 843-2000

TERMS & CONDITIONS

1 DEFINED TERMS. As used in this Contract these terms shall have the meanings set forth below:

Advertising Materials' shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
 'Campaign' shall mean the advertising campaign described in the Contract.
 CC Portal shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
 'Clear Channel' shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
 'Commencement Date' shall mean the date identified as the commencement date of the Campaign in the Contract.
 'Confidential Information' shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
 'Contract' shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
 'Customer' shall mean the advertiser and any agency or buying service named in the Contract.
 'Delivery Date' shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
 'Dynamic Content' shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
 'Full Motion Spec Sheet' shall mean the unique special instructions sheet associated with each full motion digital sign.
 'Impressions Deliverables' means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
 'Quantity Deliverables' means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s).
 'Sign' or 'Signs' shall mean the sign or signs identified in the Contract for the placement of the advertising for the Campaign.

2 PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
 b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the Invoice to Customer at the e-mail address set forth in the Contract or to the address provided by Customer if Customer chooses to receive invoices by mail.
 c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
 d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
 e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
 f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
 (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations;
 (2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party; (ii) does not contain libelous material; and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations;
 (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser; and
 (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is due to Customer or Customer's advertising material, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
 b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Contract.
 c. Clear Channel shall furnish to Customer proof of performance as follows: (1) Permanent Bulletin(s), one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report; (2) Rotary Bulletin(s), one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes; (3) Poster(s), one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs; and (4) Digital, a performance report confirming the execution of the display(s) as contemplated in the Contract.
 d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
 e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Contract and commence billing on the date copy is fully displayed.
 f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract and will be from dusk until midnight, unless a dollar amount appears next to 'Extended Illumination' provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
 g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
 h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities and persons (collectively "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
 b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations) and all applicable laws prohibiting fraud or falsification of business documents and records concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
 • The US Foreign Corrupt Practices Act 1977; and
 • Any other applicable local, state, federal or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").
 b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance with Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4 CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. 'Printed Advertising Materials' is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid and in weight, tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).
 b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including without limitation, if third party approval for the Printed Advertising Materials is required.
 c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in as-is condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2. NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel in its sole discretion may permit the Customer to provide Dynamic Content for the CC Portal by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate in its sole discretion to filter inappropriate content from being served or delivered to Signs by Customer and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3. FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline; however, Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to: (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4. QUANTITY DELIVERABLES

a. Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the guaranteed deliverables. Any Contract that specifies a quantity including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) that will display Customer's advertising copy is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5. IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel and on the basis of 2023 Geopath Impressions for the Sign(s) selected. If Clear Channel does not deliver the required number of Impressions during the Campaign, Clear Channel shall not be in breach of the Contract, however, Customer shall not be charged for the portion of Impressions that were not delivered. If applicable, Clear Channel shall refund to Customer any prepaid amounts for the portion of Impressions that were not delivered. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6. ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7. CHANGE OUT OF ADVERTISING MATERIALS.

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer.

4.8. RIGHTS AND OBLIGATIONS

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

5. DISRUPTION OF PERFORMANCE, LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid accrued charges hereunder shall immediately become due and payable and in addition, Customer shall pay Clear Channel as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including without limitation any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party arising from, connected with or related to: (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel, nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

h This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

VERSION 243761 5/13/2024 9:46 AM CDT

TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES

These Terms and Conditions ("Terms") govern the provision of production and/or creative design services (the "Services") by Clear Channel Outdoor LLC ("CCO") to you ("Customer"). If you are entering into these Terms on behalf of a company, you represent and warrant that you are an authorized signatory for your company and all subsequent references to "you" shall mean the company on whose behalf you are agreeing to these Terms. Your use of the Services constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Services. These Terms are incorporated into the contract between CCO and Customer for Services (the "Contract").

1 Services, Content, Production and Delivery

a. Services CCO shall deliver the results of the production and/or creative design services (the "Deliverables") as set forth in the Contract. Customer shall deliver any Customer Content to CCO by such deadline as required by CCO. All Customer Content shall meet any formatting requirements or other technical specifications provided by CCO. CCO may require additional time for the delivery of Customer Content as required under the circumstances or if the Customer Content does not conform to CCO's formatting requirements and technical specifications. If CCO is providing creative design services, CCO agrees to provide up to three (3) sets of revision at no cost to Customer. Any further creative work undertaken by CCO shall incur additional fees at CCO's then standard rates. Customer Content means all materials, information, artwork, images, displays, illustrations, reproductions, and similar information provided by Customer for use in the preparation of and/or incorporation in the Deliverables. Production Services refers to the services associated with printing the advertising creative on vinyl or other material. Creative Design Services refers to all the services associated with creating and designing content and imagery for the advertising creative.

2. Customer's Obligations

For Services provided hereunder, Customer agrees to promptly (a) provide clear instructions and Customer Content to CCO within the timeframe requested by CCO; (b) provide Customer Content in a format and resolution reasonably required by CCO; (c) provide finished and proofread Customer Content in a form suitable for reproduction or incorporation into the Deliverables, and (d) proofread Deliverables. At various stages throughout the Term of this Contract, CCO may ask Customer to confirm acceptance of any aspect of the Deliverables. Acceptance is important as it will be relied on by CCO in the course of fulfilling its obligations under this Contract. Any modification, change or update (collectively "Modification") by Customer to any aspect of the Deliverables after Customer's acceptance may affect the Fees and result in the delay of completion of the final Deliverables. Any such Modification shall not relieve Customer from any obligations under any other Contract between Customer and CCO.

3. Fees, Invoicing

In consideration of Customer's receipt of the Services hereunder, Customer shall pay the applicable fees invoiced by CCO (the "Fees"). Customer shall pay any additional charges for changes to the Services or Deliverables requested by Customer which are outside the scope of Services. In the event of any such changes, CCO may extend or modify any delivery schedule or deadline noted on the Contract. CCO will invoice Customer on a monthly basis in arrears for the Fees which shall be due and payable 15 days from the receipt of invoice. Payments made more than 15 days after the due date will be subject to a past due charge of 1.5% per month (or the highest amount permitted by law, whichever is less). The Fees exclude applicable taxes for the Services performed by CCO in accordance with these Terms.

4. Intellectual Property Rights

All Services provided by CCO hereunder shall be for the exclusive use of Customer. Customer acknowledges and agrees that CCO Materials are a valuable asset to CCO and such materials are and shall remain the sole and exclusive property of CCO. Notwithstanding the foregoing, and subject to Customer's payment of all Fees for the Services, CCO grants Customer a non-exclusive, worldwide, royalty-free license to use any CCO Materials incorporated into the Deliverables solely for utilizing the Deliverables for their intended purpose. Except for the rights expressly granted herein, this Contract does not transfer from CCO to Customer any CCO Materials or other intellectual property of CCO, and all rights, titles and interests in and to the same shall remain solely with CCO. CCO Materials means any data, images, programming, computer code, proprietary software, methodologies, techniques, tools, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials made, conceived, licensed, or developed by CCO prior to the effective date of the Contract or after the effective date of the Contract and outside the scope of the Contract.

Subject to full payment under this Contract, all intellectual property rights to any Deliverables (but expressly excluding rights to Third Party Materials and CCO Materials) developed by CCO pursuant to this Contract shall belong to Customer. OWNERSHIP TO THE DELIVERABLES IS VESTED WITH CUSTOMER ONLY WHEN FULL PAYMENT IS RECEIVED BY CCO. CCO IS THE OWNER OF ALL MATERIALS CREATED FOR CUSTOMER UNTIL FULL AND FINAL PAYMENT IS RECEIVED. Such Deliverables shall be deemed to be a "work made for hire." To the extent any such Deliverable is determined not to be "work made for hire," CCO hereby irrevocably and exclusively assigns, transfers and conveys to Customer all intellectual property rights, in and to any and all such Deliverables.

It is agreed by CCO and Customer that any Third Party Materials must be approved and purchased or licensed by Customer. Customer shall assume responsibility and ownership of all purchased Third Party Materials. Any costs related to Third Party Materials shall be deemed Fees under the Contract. After the Deliverables have been delivered to Customer, CCO will not be held liable or responsible for any unlawful use or alteration of Third Party Materials by Customer. Third Party Materials means proprietary third party materials which are incorporated into the Deliverables including without limitation stock photography and illustration.

5. Representations and Warranties, Disclaimer

a. Customer Representations and Warranties. Customer represents and warrants that: (i) Customer has full corporate power and authority to enter into this Contract and to carry out its obligations hereunder; and (ii) any Customer Content furnished by or on behalf of Customer to CCO for inclusion in the Deliverables are owned by Customer (or Customer has permission from the rightful owner to use such materials) and will not violate, infringe, or misappropriate any rights of any third party, and Customer will hold harmless, protect and defend CCO and its subcontractors from any suit or claim arising from the use of such materials.

b. CCO Representations and Warranties. CCO represents and warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) except for Third Party Materials and Customer Content, the Deliverables shall be the original work of CCO and, to the best of CCO's knowledge, the Deliverables do not infringe the rights of any party and will not violate the rights of third parties.

c. No Other Warranties. TO THE EXTENT PERMITTED BY LAW, CCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Indemnification

a. By CCO, CCO shall defend, hold harmless and indemnify Customer, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "Customer Indemnitees") from and against any losses, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively "Damages") incurred by the Customer Indemnitees from any claim of a third party resulting from CCO's breach of any representation, warranty or covenant in this Contract.

b. By Customer, Customer shall defend, hold harmless and indemnify CCO, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "CCO Indemnitees") from any and all Damages incurred by the CCO Indemnitees from any claim of a third party resulting from (i) Customer's breach of any representation, warranty or covenant in this Contract; (ii) CCO's use of Customer Content; and (iii) use by Customer of Third Party Materials or Deliverables beyond their intended and authorized use.

7. Limitation of Liability, Disclaimer

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY HEREUNDER EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TERMS, REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term, Termination

a. Term. The Contract shall continue in effect until the completion of the Services.

b. Termination by CCO. The Contract may be terminated by CCO if: (i) Customer breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach; or (ii) any monies to be paid by Customer to CCO are past due by more than 30 days. Upon any termination under this section, CCO shall be compensated for the Services performed through the effective date of termination.

c. Termination by Customer. The Contract may be terminated by Customer if CCO breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach. Upon such termination, CCO shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a refund of any fees pre-paid for Services and Deliverables not provided prior to the effective date of termination.

9. Miscellaneous

a. Governing Law. Venue. It is agreed that the laws of the State of New York shall govern the construction and interpretation of these Terms and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to these Terms.

b. Subcontracting. Customer acknowledges and agrees that CCO may use contractors and consultants to perform the Services hereunder, provided that CCO's use of a contractor or consultant shall not release CCO from any duty or liability to fulfill its obligations under these Terms.

c. Assignment. Customer may not assign or transfer the Contract without first obtaining the written consent of CCO.

d. Survival. The parties' rights and obligations under Sections 3, 4, 5, 6, and 7 shall survive termination or expiration of the Contract.

e. Entire Understanding. These Terms and the Contract contain the entire understanding between the parties relating to the Services and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and CCO.

f. Relationship. The relationship between Customer and CCO created by the Contract shall be one of independent contractors, and neither party shall be deemed an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Customer and CCO.

g. Waiver. The failure of CCO or Customer to enforce any of the provisions of these Terms shall not be construed as a general relinquishment or waiver of that or any other provision. The invalidity or unenforceability of any portion of these Terms shall not affect the remaining provisions hereof.

h. Notices. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and CCO at the addresses listed in the Contract.

Force Majeure. If either party is unable to fulfill its obligations hereunder or unable to fulfill its obligations in a timely matter as a result of a Force Majeure Event (excluding the failure to make payments as required hereunder) such failure will not be treated as a breach of the Contract, provided that the party promptly informs the other party of the reason or reasons for such delay. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder or rebellion, a fire, flood, earthquake, pandemic, or similar act of God or a strike, lockout, similar labor dispute or other factors or forces outside of the parties' reasonable control.

SIGNATURES

VOLITION FRANKLIN

CLEAR CHANNEL OUTDOOR, LLC

Signature

Signature

Name

Name

Date

Date

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to execute the Clear Channel Outdoor Media Volition Franklin Contract (2).	ITEM NUMBER M. 9,

Background: Volition Franklin’s primary mission is to reduce youth misuse of substances including, alcohol, tobacco and other drugs. Volition Franklin strives to ensure youth have the tools and knowledge to make the healthy decisions as they enter their adolescence and beyond, by encouraging adults to have small conversations around alcohol use with their children.

Analysis: Volition Franklin utilizes a variety of communication methods to share community substance misuse prevention messaging, including print media such as billboards. Clear Channel Outdoor Media is currently the only provider in outdoor marketing with billboards located within the Franklin city limits. Volition Franklin has available grant funding to pursue an underage drinking prevention billboard campaign during the summer of 2024. The billboard campaign utilizes messaging from the Wisconsin Department of Health Services ‘Small Talks’ campaign to encourage parents to have small conversations about underage drinking prevention with their children.

The contract agreement has been reviewed by the City attorney and approved for signature pending Council approval.

Fiscal Note: The contract total of \$2,510 will be paid by a current Drug Free Communities Grant. There will be no impact to the City of Franklin budget for these expenses.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the execution of the Clear Channel Outdoor Media Volition Franklin Contract (2).

Health Department: MC

ACCOUNT EXECUTIVE
 Inna Cromer
 InnaCromer@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC
 908 Silvernail Rd
 Pewaukee, WI 53072

ORDER #1224401-MKE
 Volition Franklin - 1370 06/24/2024

ADVERTISER
 Volition Franklin (#400904)
 9229 W Loomis Rd
 Franklin WI 53132-9630

BILL TO
 Volition Franklin (#400904)
 9229 W Loomis Rd
 Franklin WI 53132-9630

MILWAUKEE

OOH SERVICES

Product	Display	Start Week	Period Type	Period Rate	Periods	Total Price
Poster	#001370 - Hwy 100 SS 0 3mi E/O 76th St F/E - 2 - 10'5" x 22'8"	6/24/2024	4-Week	\$1,200 00	2 0	\$2,400 00

PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Milwaukee eco poster	6/24/2024	1	\$110 00	\$110 00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	\$2,400 00
Production Services	\$110 00
TOTAL	\$2,510.00

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Milwaukee		908 Silvermail Rd, Pewaukee, WI, 53072		(773) 843-2000

TERMS & CONDITIONS

1 DEFINED TERMS As used in this Contract, these terms shall have the meanings set forth below:

Advertising Materials shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials as each is defined in Section 4.
 Campaign shall mean the advertising campaign described in the Contract.
 CC Portal shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
 Clear Channel shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
 Commencement Date shall mean the date identified as the commencement date of the Campaign in the Contract.
 Confidential Information shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
 Contract shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
 Customer shall mean the advertiser and any agency or buying service named in the Contract.
 Delivery Date shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
 Dynamic Content shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
 Full Motion Spec Sheet shall mean the unique special instructions sheet associated with each full motion digital sign.
 Impressions Deliverables means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
 Quantity Deliverables means a Campaign delivered by Clear Channel without the guarantee of specific Sign(s).
 Sign or Signs shall mean the sign or signs identified in the Contract for the placement of the advertising for the Campaign.

2 PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
 b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the Invoice to Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
 c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
 d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12% or the highest rate allowed by applicable law, whichever is less.
 e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
 f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3 RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
 (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations;
 (2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party; (ii) does not contain libelous material; and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
 (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser; and
 (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is due to Customer or Customer's advertising material, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
 b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Contract.
 c. Clear Channel shall furnish to Customer proof of performance as follows: (1) Permanent Bulletin(s), one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report; (2) Rotary Bulletin(s), one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes; (3) Poster(s), one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs; and (4) Digital, a performance report confirming the execution of the display(s) as contemplated in the Contract.
 d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
 e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Contract and commence billing on the date copy is fully displayed.
 f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination" provided that in all cases, illumination hours will be limited to those hours prescribed by applicable law.
 g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
 h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is and during the 6 years prior to the date of this Contract has been in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities and persons (collectively "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
 b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations) and all applicable laws prohibiting fraud or falsification of business documents and records concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
 • The US Foreign Corrupt Practices Act 1977; and
 • Any other applicable local, state, federal or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").
 b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance with Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. Printed Advertising Materials is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight, tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).
 b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including without limitation, if third party approval for the Printed Advertising Materials is required.
 c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in as-is condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images displays, illustrations reproductions and similar advertising materials in digital format, along with any copy instructions or similar directions in uncompressed jpg format RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively the Digital Advertising Materials) All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract

b Upon the written request of Customer Clear Channel in its sole discretion may permit the Customer to provide Dynamic Content for the CC Portal by providing the Customer with a password to the CC Portal. In no event shall the unavailability inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim remedy or otherwise under this Contract or at law

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate in its sole discretion to filter inappropriate content from being served or delivered to Signs by Customer and (2) upon the occurrence of a breach of this Contract by Customer Clear Channel may in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images displays illustrations reproductions and similar advertising materials in digital format along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively the Full Motion Digital Advertising Materials)

b All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term

c. Any special feature requests such as but not limited to (i) synchronized audio (ii) timed broadcast, (iii) where available use of a crowd camera and (iv) streaming services are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

a Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the guaranteed deliverables. Any Contract that specifies a quantity including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) that will display Customer's advertising copy is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis Clear Channel shall have sole discretion to select the mix of Sign(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel and on the basis of 2023 Geopath Impressions for the Sign(s) selected. If Clear Channel does not deliver the required number of Impressions during the Campaign, Clear Channel shall not be in breach of the Contract, however Customer shall not be charged for the portion of Impressions that were not delivered. If applicable Clear Channel shall refund to Customer any prepaid amounts for the portion of Impressions that were not delivered. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional advertising or prospective sales purposes with clients prospective clients or for internal use

4.7 CHANGE OUT OF ADVERTISING MATERIALS.

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer

4.8 RIGHTS AND OBLIGATIONS

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

5 DISRUPTION OF PERFORMANCE, LOSS OF USE

a Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure labor dispute law government action or order or similar causes beyond Clear Channel's reasonable control Clear Channel shall promptly notify the Customer Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right claim or remedy under this Contract or at law

b Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right claim or remedy under this Contract or at law

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology

6 TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a) all unpaid accrued charges hereunder shall immediately become due and payable and in addition Customer shall pay Clear Channel as liquidated damages and not as a penalty (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter

b Customer may by providing 14 days advance written notice to Clear Channel and if Clear Channel fails to cure such breach prior to expiration of the 14 days terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer as liquidated damages and not as a penalty and as Customer's sole and exclusive remedy a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed

c. Except as otherwise specified herein this Contract is non-cancellable and neither party shall be liable to the other party for incidental indirect, consequential or punitive damages or lost profits

7 INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend hold harmless and indemnify Clear Channel its parents subsidiaries and affiliates and their respective officers directors, employees agents and designees from any and all claims actions, causes of action losses, liabilities demands damages penalties fines costs and expenses including without limitation any incidental indirect consequential punitive or statutory damages or lost profits to a third party arising from connected with or related to (i) Customer's Advertising Materials and Dynamic Content including infringement in any manner of any copyright, patent trademark, trade secret or other right of any third party presentation of any material or information that violates any law or regulation or failure to include any disclaimer that may be required by applicable laws statutes ordinances rules and regulations or (ii) Customer's products and services

8 GENERAL

a It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel nor is Clear Channel required to post install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder

d This Contract contains the entire understanding between the parties and except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel

e The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision

f All notices hereunder shall be in writing deemed given on the date of dispatch and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof

h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES

These Terms and Conditions ("Terms") govern the provision of production and/or creative design services (the "Services") by Clear Channel Outdoor LLC ("CCO") to you ("Customer"). If you are entering into these Terms on behalf of a company, you represent and warrant that you are an authorized signatory for your company and all subsequent references to "you" shall mean the company on whose behalf you are agreeing to these Terms. Your use of the Services constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Services. These Terms are incorporated into the contract between CCO and Customer for Services (the "Contract").

1 Services, Content, Production and Delivery

a. **Services.** CCO shall deliver the results of the production and/or creative design services (the "Deliverables") as set forth in the Contract. Customer shall deliver any Customer Content to CCO by such deadline as required by CCO. All Customer Content shall meet any formatting requirements or other technical specifications provided by CCO. CCO may require additional time for the delivery of Customer Content as required under the circumstances or if the Customer Content does not conform to CCO's formatting requirements and technical specifications. If CCO is providing creative design services, CCO agrees to provide up to three (3) sets of revision at no cost to Customer. Any further creative work undertaken by CCO shall incur additional fees at CCO's then standard rates. "Customer Content" means all materials, information, artwork, images, displays, illustrations, reproductions, and similar information provided by Customer for use in the preparation of and/or incorporation in the Deliverables. "Production Services" refers to the services associated with printing the advertising creative on vinyl or other material. "Creative Design Services" refers to the services associated with creating and designing content and imagery for the advertising creative.

2 Customer's Obligations

For Services provided hereunder, Customer agrees to promptly (a) provide clear instructions and Customer Content to CCO within the timeframe requested by CCO; (b) provide Customer Content in a format and resolution reasonably required by CCO; (c) provide finished and proofread Customer Content in a form suitable for reproduction or incorporation into the Deliverables; and (d) proofread Deliverables. At various stages throughout the Term of this Contract, CCO may ask Customer to confirm acceptance of any aspect of the Deliverables. Acceptance is important as it will be relied on by CCO in the course of fulfilling its obligations under this Contract. Any modification, change or update (collectively "Modification") by Customer to any aspect of the Deliverables after Customer's acceptance may affect the Fees and result in the delay of completion of the final Deliverables. Any such Modification shall not relieve Customer from any obligations under any other Contract between Customer and CCO.

3 Fees, Invoicing

In consideration of Customer's receipt of the Services hereunder, Customer shall pay the applicable fees invoiced by CCO (the "Fees"). Customer shall pay any additional charges for changes to the Services or Deliverables requested by Customer which are outside the scope of Services. In the event of any such changes, CCO may extend or modify any delivery schedule or deadline noted on the Contract. CCO will invoice Customer on a monthly basis in arrears for the Fees which shall be due and payable 15 days from the receipt of invoice. Payments made more than 15 days after the due date will be subject to a past due charge of 1.5% per month (or the highest amount permitted by law, whichever is less). The Fees exclude applicable taxes for the Services performed by CCO in accordance with these Terms.

4 Intellectual Property Rights

All Services provided by CCO hereunder shall be for the exclusive use of Customer. Customer acknowledges and agrees that CCO Materials are a valuable asset to CCO and such materials are and shall remain the sole and exclusive property of CCO. Notwithstanding the foregoing, and subject to Customer's payment of all Fees for the Services, CCO grants Customer a non-exclusive, worldwide, royalty-free license to use any CCO Materials incorporated into the Deliverables solely for utilizing the Deliverables for their intended purpose. Except for the rights expressly granted herein, this Contract does not transfer from CCO to Customer any CCO Materials or other intellectual property of CCO, and all rights, titles and interests in and to the same shall remain solely with CCO. "CCO Materials" means any data, images, programming, computer code, proprietary software, methodologies, techniques, tools, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials made, conceived, licensed, or developed by CCO prior to the effective date of the Contract, or after the effective date of the Contract and outside the scope of the Contract.

Subject to full payment under this Contract, all intellectual property rights to any Deliverables (but expressly excluding rights to Third Party Materials and CCO Materials) developed by CCO pursuant to this Contract shall belong to Customer. OWNERSHIP TO THE DELIVERABLES IS VESTED WITH CUSTOMER ONLY WHEN FULL PAYMENT IS RECEIVED BY CCO. CCO IS THE OWNER OF ALL MATERIALS CREATED FOR CUSTOMER UNTIL FULL AND FINAL PAYMENT IS RECEIVED. Such Deliverables shall be deemed to be a "work made for hire." To the extent any such Deliverable is determined not to be "work made for hire," CCO hereby irrevocably and exclusively assigns, transfers and conveys to Customer all intellectual property rights, in and to any and all such Deliverables.

It is agreed by CCO and Customer that any Third Party Materials must be approved and purchased or licensed by Customer. Customer shall assume responsibility and ownership of all purchased Third Party Materials. Any costs related to Third Party Materials shall be deemed Fees under the Contract. After the Deliverables have been delivered to Customer, CCO will not be held liable or responsible for any unlawful use or alteration of Third Party Materials by Customer. "Third Party Materials" means proprietary third party materials which are incorporated into the Deliverables including without limitation stock photography and illustration.

5 Representations and Warranties, Disclaimer

a. **Customer Representations and Warranties.** Customer represents and warrants that: (i) Customer has full corporate power and authority to enter into this Contract and to carry out its obligations hereunder; and (ii) any Customer Content furnished by or on behalf of Customer to CCO for inclusion in the Deliverables are owned by Customer (or Customer has permission from the rightful owner to use such materials) and will not violate, infringe, or misappropriate any rights of any third party, and Customer will hold harmless, protect and defend CCO and its subcontractors from any suit or claim arising from the use of such materials.

b. **CCO Representations and Warranties.** CCO represents and warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) except for Third Party Materials and Customer Content, the Deliverables shall be the original work of CCO and, to the best of CCO's knowledge, the Deliverables do not infringe the rights of any party and will not violate the rights of third parties.

c. **No Other Warranties.** TO THE EXTENT PERMITTED BY LAW, CCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

6 Indemnification

a. By CCO, CCO shall defend, hold harmless and indemnify Customer, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "Customer Indemnitees") from and against any losses, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively "Damages"), incurred by the Customer Indemnitees from any claim of a third party resulting from CCO's breach of any representation, warranty or covenant in this Contract.

b. By Customer, Customer shall defend, hold harmless and indemnify CCO, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "CCO Indemnitees") from any and all Damages incurred by the CCO Indemnitees from any claim of a third party resulting from (i) Customer's breach of any representation, warranty or covenant in this Contract; (ii) CCO's use of Customer Content; and (iii) use by Customer of Third Party Materials or Deliverables beyond their intended and authorized use.

7 Limitation of Liability, Disclaimer

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY HEREUNDER EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TERMS REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term, Termination

a. **Term.** The Contract shall continue in effect until the completion of the Services.

b. **Termination by CCO.** The Contract may be terminated by CCO if: (i) Customer breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach; or (ii) any monies to be paid by Customer to CCO are past due by more than 30 days. Upon any termination under this section, CCO shall be compensated for the Services performed through the effective date of termination.

c. **Termination by Customer.** The Contract may be terminated by Customer if CCO breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach. Upon such termination, CCO shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a refund of any fees pre-paid for Services and Deliverables not provided prior to the effective date of termination.

9 Miscellaneous

a. **Governing Law/Venue.** It is agreed that the laws of the State of New York shall govern the construction and interpretation of these Terms and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to these Terms.

b. **Subcontracting.** Customer acknowledges and agrees that CCO may use contractors and consultants to perform the Services hereunder, provided that CCO's use of a contractor or consultant shall not release CCO from any duty or liability to fulfill its obligations under these Terms.

c. **Assignment.** Customer may not assign or transfer the Contract without first obtaining the written consent of CCO.

d. **Survival.** The parties' rights and obligations under Sections 3, 4, 5, 6, and 7 shall survive termination or expiration of the Contract.

e. **Entire Understanding.** These Terms and the Contract contains the entire understanding between the parties relating to the Services and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and CCO.

f. **Relationship.** The relationship between Customer and CCO created by the Contract shall be one of independent contractors, and neither party shall be deemed an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Customer and CCO.

g. **Waiver.** The failure of CCO or Customer to enforce any of the provisions of these Terms shall not be construed as a general relinquishment or waiver of that or any other provision. The invalidity or unenforceability of any portion of these Terms shall not affect the remaining provisions hereof.

h. **Notices.** All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and CCO at the addresses listed in the Contract.

Force Majeure. If either party is unable to fulfill its obligations hereunder or unable to fulfill its obligations in a timely matter as a result of a Force Majeure Event (excluding the failure to make payments as required hereunder) such failure will not be treated as a breach of the Contract, provided that the party promptly informs the other party of the reason or reasons for such delay. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder or rebellion, a fire, flood, earthquake, pandemic, or similar act of God or a strike, lockout, similar labor dispute or other factors or forces outside of the parties' reasonable control.

SIGNATURES

VOLITION FRANKLIN

CLEAR CHANNEL OUTDOOR, LLC

Signature

Signature

Name

Name

Date

Date

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5-21-24
Reports and Recommendations	Temporary Street Closure Request in conjunction with the June 21st, 2024 Outdoor Movie	ITEM NUMBER M. 10.

The City of Franklin Health Department with community partners is hosting the annual Franklin Outdoor Movie Night at City Hall on Friday, June 21st, 2024. Up to 200 families will attend. The event will be staged from the lower level of City Hall. For safety purposes the Police Department and the Department of Public Works have recommended street closures on S. Legend Dr. between the southern Franklin Public Library parking lot entrance and the lower level city parking lot. The Fire Department concurs with this recommendation. The Health Department recommends street closures from 5PM until 10:30PM on Friday, June 21st, 2024. The street closure application has been submitted to the City Clerk. Thank you for your consideration.



COUNCIL ACTION REQUESTED

Motion to approve street closures on S. Legend Dr. between the southern Franklin Public Library entrance and the City Hall parking garage entrance on Friday, June 21st, 2024 in conjunction with the City of Franklin sponsored Franklin Outdoor Movie Night.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/2024
Reports and Recommendations	Motion to approve temporary street closures in conjunction with the June 1, 2024 Franklin Bike Rodeo.	ITEM NUMBER 19.11.

Background: The City of Franklin Health Department along with the Franklin Police Department and community partners are hosting the 14th annual Franklin Bike Rodeo at Franklin City Hall on Saturday June 1, 2024. We anticipate over 100 children to attend the event with their parents learning bike safety skills. This event intends to utilize the City Hall driveway and parts of the surrounding roads as in years past.

Analysis: Roads closure requests are not deviating from previous years and will include S. Legend Drive and Schlueter Parkway from 6:00AM until 2:00PM as the event occurs in the garage of Franklin City Hall and on the surrounding streets. No businesses are disrupted from this event and minimal disruption for daily traffic. Lions Legend Park Pavilion has been reserved to prevent overlap in activities.

The red arrows running horizontal across S. Legend Drive and Schlueter Parkway identify where road closures will be marked with barricades in coordination with the Department of Public Works.

Fiscal Note: N/A



COUNCIL ACTION REQUESTED

The Franklin Health Department requests a motion to approve the temporary street closures of S. Legend Drive and Schlueter Pkwy on Saturday June 1, 2024 from 6AM until 2PM in conjunction with the City of Franklin Health Department Bike Rodeo.

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 05/21/24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution conditionally approving a four-lot certified survey map, being a part of parcel 2 of certified survey map no. 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin</p> <p style="text-align: center;">(S.R. Mills, Boomtown, LLC, property owner)</p> <p style="text-align: center;">(11607 W Ryan Road)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">B.12.</p> <p style="text-align: center;">Ald. Dist. #6</p>

At its May 9, 2024, regular meeting, the Plan Commission recommended approval of the attached resolution conditionally approving a four-lot certified survey map. The vote was 4-1-1, four ‘ayes’, one ‘nay’ and one absent.

City Development staff recommends these two additional conditions as discussed in the attached staff report:

1. The applicant must submit a landscape plan as described in UDO Division 15-7.0300 for Department of City Development review and approval, prior to recording of this Certified Survey Map.
2. Pursuant to the Unified Development Ordinance (UDO) Section 15-9.0309F, the applicant must submit a Subdivider’s Agreement for the required improvements, including but not limited to pedestrian facilities along Ryan Road, for Engineering Department review and approval prior to recording of this Certified Survey Map. A pedestrian path easement may be required by the Engineering Department.

These two conditions were not part of the Plan Commission’s motion.

Fiscal impact: If the second additional condition is not added to the resolution, the city may bear the entire construction cost of this section of the Ryan Creek Trail.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-_____, conditionally approving a four-lot certified survey map, being a part of parcel 2 of certified survey map no. 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (S.R. Mills, Boomtown, LLC, property owner) (11607 W Ryan Road).

RESOLUTION NO. 2024-_____

A RESOLUTION CONDITIONALLY APPROVING A FOUR-LOT CERTIFIED SURVEY MAP, BEING A PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3104 AND THAT PART OF VACATED SOUTH 116TH STREET IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (S.R. MILLS, BOOMTOWN, LLC, PROPERTY OWNER) (11607 W RYAN ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of

A part of Parcel 2 of Certified Survey Map No. 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; 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 S.R. Mills, Boomtown, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

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

S.R. MILLS, BOOMTOWN, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2024-_____

- 4. S.R. Mills, Boomtown, LLC, successors and assigns, and any developer of the S.R. Mills, Boomtown, LLC four (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 S.R. Mills, Boomtown, LLC and the 4 lot certified survey map project for the property located at 11607 West Ryan 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 must submit a conservation easement for Common Council review and approval, prior to the recording of the Certified Survey Map.
- 7. The applicant must submit a landscape bufferyard easement for Common Council review and approval, prior to the recording of the Certified Survey Map.
- 8. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney’s Office prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Boomtown, LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



Item E.5

City of Franklin
Department of City Development

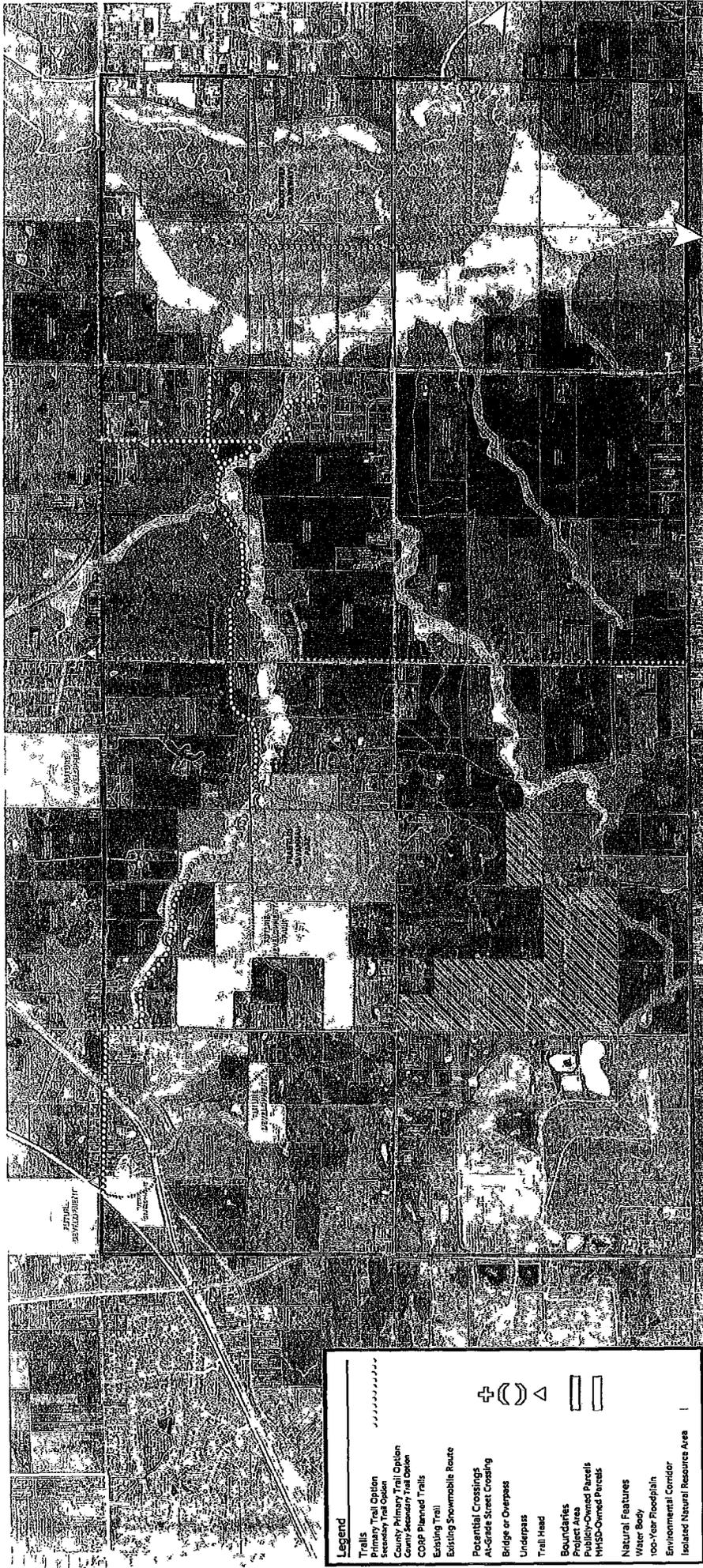
March 26, 2024

To: Plan Commission

From: Department of City Development
Régulo Martínez-Montilva, AICP, CNUa, Principal Planner

RE: Boomtown LLC, Certified Survey Map (CSM)
11607 W. Ryan Road

The applicant requested to table this CSM application to this meeting and requested clarification on the pedestrian facilities comment. Staff added to the meeting packet the Ryan Creek trail design and layout from the Ryan Creek Pedestrian/Bicycle Trail Master Plan, such plan was adopted by the Common Council on June 21, 2022.



Scale: 1" = 400'
 Date: June 17, 2022

Ryan Creek Pedestrian/Bicycle Trail Plan

CITY OF FRANKLIN
 MILWAUKEE COUNTY WISCONSIN

Legend	
Trails	
Primary Trail Option	—
Secondary Trail Option	- - - - -
County Primary Trail Option	—
County Secondary Trail Option	- - - - -
COOP Planned Trails	—
Existing Trail	—
Existing Snowmobile Route	—
Potential Crossings	+
At-Grade Street Crossing	()
Bridge or Overpass	<
Underpass	—
Trail Head	—
Boundaries	—
Project Area	—
Publicly-Owned Parcels	—
MMSO-Owned Parcels	—
Natural Features	
Water Body	—
100-Year Floodplain	—
Environmental Corridor	—
Isolated Natural Resource Area	—

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of March 21, 2024

Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of this Certified Survey Map to create four residential lots, subject to the conditions set forth in this report and the attached resolution.

Project name:	Boomtown, LLC – Four lot Certified Survey Map
Property Owner:	Boomtown, LLC
Applicant:	S.R. Mills. Boomtown, LLC
Property Address/TKN:	11607 W Ryan Road / 891 9989 005
Aldermanic District:	District 6
Zoning District:	R-3 Suburban/Estate Single-Family Residence District
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Principal Planner

Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.
- Suggestions are only underlined and are not included in the draft resolution.

Project Description/Analysis

The applicant is seeking approval of a Certified Survey Map (CSM) for the creation of four residential lots on W. Ryan Road. The total site is 4.8 acres.

The subject site is zoned R-3 and the proposed single-family residential use is an allowed use in this zoning district. All four lots will be served by public sanitary sewer and public water supply as required by Unified Development Ordinance (UDO) Section 15-3.0203A.3.

The site abuts the same R-3 zoning district to the north and west, a lot with a pond zoned R-8 to the southwest, a vacant lot zoned R-8 to the east and Loomis Road to the south.

According to the Site Intensity and Capacity Calculations, the maximum yield of this site is 4.4 dwelling units, therefore, the proposed CSM is in compliance with UDO Division 15-3.0500 *Site Intensity and Capacity Calculations*.

In order to approve the CSM, the Plan Commission and Common Council must find that the proposed land division meets the requirements for a CSM as provided in the Unified Development Ordinance, including all standards for development as provided in the following sections of the UDO:

- Division 15-7.0700 Certified Survey Map
- Division 15-5.0100 Design Standards for Land Divisions
- Division 15-8 0100 Required Improvements for Land Divisions
- Division 15-8.0200 Construction



View of the subject site

Photograph by City Development staff

Staff's review comments regarding this CSM are attached to this packet, including responses from the applicant. The applicant has addressed most of them, except:

- **Landscape Plan** (comment #8). A landscape plan as described in UDO Division 15-7.0300 is required for landscape bufferyard easement areas.

Applicant's request: "The applicant respectfully requests the City of Franklin defer the requirement for a Landscape Plan for this land division. The vast majority of the area required for a Landscape Plan lies with the Landscape Bufferyard Easement or is proposed to be protected with a Conservation Easement. The applicant has no intention of disturbing the existing vegetation in this area."

Staff recommends to add the following condition to the CSM resolution: The applicant must submit a landscape plan as described in UDO Division 15-7.0300 for Department of City Development review and approval, prior to recording of this Certified Survey Map.

- **On-street pedestrian facilities** (comment #11). Based on the Comprehensive Master Plan, Map 7.4 Bicycle and Pedestrian Circulation Facilities. City Development staff recommends the installation of a pedestrian path per City of Franklin specifications on the south side of Ryan Road along the entire frontage of the site.

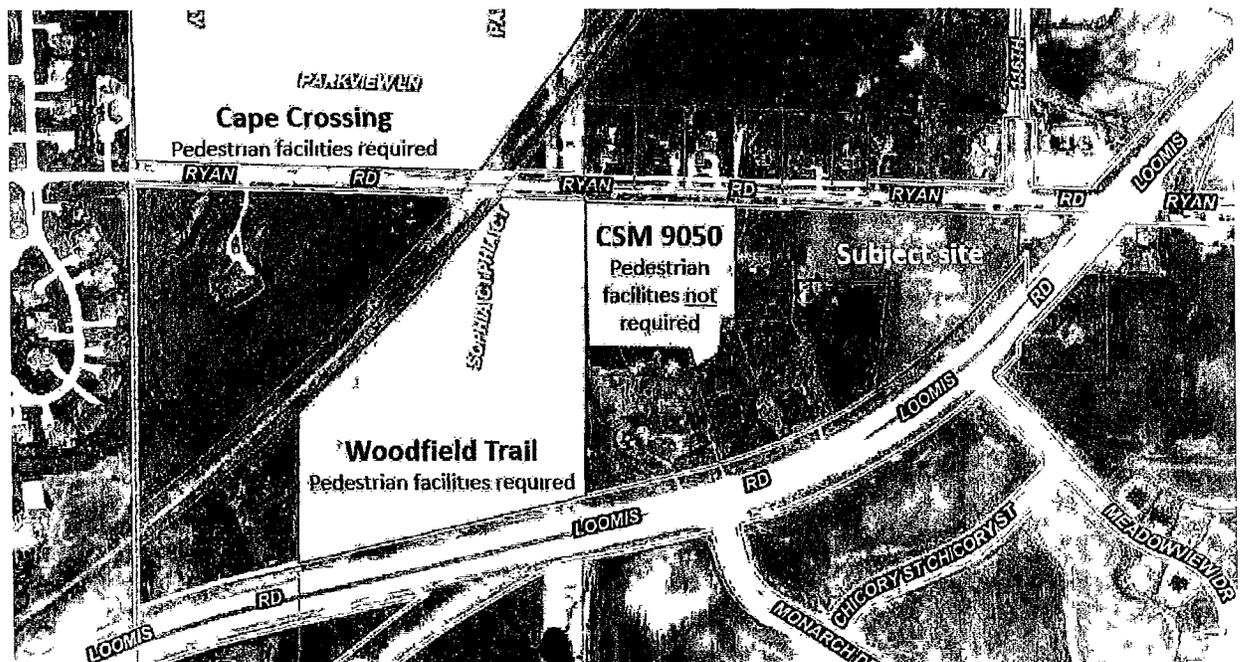
Applicant's request: "The Applicant requests clarification on the Pedestrian Facilities comment. The Comprehensive Plan Map referenced in Staff Comments clearly shows a "on-street" pedestrian facility. There are no existing pedestrian facilities in this area. We are opposed to the Staff recommendation requiring the installation of pedestrian facilities that do not have any

connection point. Further, the applicant completed a Certified Survey Map 175' west of the subject property. That particular CSM did not require a pedestrian facility". March 1, 2024.

Engineering Department comment: "Specification requirements for the pedestrian path are: 10-ft asphalt path, 3-inches of asphalt over 6-inches of 1 ¼-inch base aggregate. Curb and gutter would only be required if there are width/design constraints, but without seeing a design a definitive answer cannot be given at this time. A development agreement and potentially a pedestrian path easement would be required". March 13, 2024.

Department of City Development comment: Staff acknowledges that pedestrian facilities were not required as a condition of approval for CSM No. 9050. On the other hand, such pedestrian facilities were required for the Woodfield Trail development (Res. No. 2023-8072) and the Cape Crossing subdivision (Res. No. 2022-7839).

Staff recommends to add the following condition to the CSM resolution Pursuant to the Unified Development Ordinance (UDO) Section 15-9.0309F, the applicant must submit a Subdivider's Agreement for the required improvements, including but not limited to pedestrian facilities along Ryan Road, for Engineering Department review and approval prior to recording of this Certified Survey Map A pedestrian path easement may be required by the Engineering Department



Requirement of pedestrian facilities along Ryan Road as condition of approval for adjacent developments.

Prepared by City Development staff.

Natural resource protection

The applicant received an exemption determination from the Wisconsin Department of Natural Resources, and jurisdictional determination from the U.S. Army Corps of Engineers stating that wetland W-1 is not subject to state and federal wetland regulations, therefore, the local protection standards of the UDO don't apply to wetland W-1 (0.09 ac).

The applicant is proposing to impact 30% (13,373 sq. ft) of the existing mature woodlands area. This proposal is in compliance with UDO Table 15-4.0100 *Natural Resource Protection Standards* which

requires a protection standard of 70% for mature woodlands. The protected areas are within the conservation easement boundary as depicted in CSM sheet 4.

Staff Recommendation

City Development Staff recommends approval of this Certified Survey Map to create four residential lots, subject to the conditions set forth in this report and the attached resolution.

Note: the recommended conditions of approval in this staff report regarding the landscape plan requirement and on-street pedestrian facilities are not included in the attached resolution.

Pursuant to Wisconsin Statutes 236.34(1m)(f), the approval authority shall take action within 90 days of submittal unless the time is extended by agreement with the subdivider. This application was submitted on January 4, 2024; therefore, the Common Council shall take action before April 3.

MEMORANDUM

Franklin

MAR 05 2024

City Development

Date: January 26, 2024/March 1, 2024
To: Daniel Szczap. Bear Development, LLC
From: Department of City Development
Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
RE: Application for Certified Survey Map (CSM) – Boomtown, LLC
11607 W. Ryan Road

Staff comments are as follows for the above-referenced application received on January 4, 2024.

City Development Department comments

1. **Site Intensity and Capacity Calculations.** Please prepare the Site Intensity and Capacity Calculations for the total gross site (4.81 acres) and not for each lot. For example, the resulting yield is less than one dwelling unit for lots 1, 2 and 3. If the resulting yield of the total site is less than 4 dwelling units, you would need to reduce the quantity of proposed lots accordingly. Additionally, please add total area of each natural resource to the NRPP table.

The Revised Site Intensity and Capacity Calculations, calculated for the gross site area, were provided to City Staff of February 21, 2024. The revised calculations demonstrate the site can accommodate four (four) dwelling units.

2. **Natural Resource Protection Plan (NRPP).** Please add the following information to the NRPP:
 - Address and/or tax key number of the parent lot (Unified Development Ordinance UDO §15-7.0201B).
 - Telephone number of subdivider (UDO §15-7.0201C).
 - The submitted NRPP depicts the location and extent of natural resources but doesn't indicate the areas to be disturbed and areas to be preserved: *Graphic and numerical illustration shown on the "Natural Resource Protection Plan" of those existing natural resource features that will be disturbed and those that will be preserved. The illustration the area (in square feet or acres) of each existing resource and those areas of resources that are to be preserved. Numerical data may be shown in tabular form with labeled reference to specific areas designated on the "Natural Resource Protection Plan."* (UDO §15-7.0201J). See example of table below:

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND				
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)	Acres of Land in Resource Feature	Acres of Land Required to be Protected	Acres of Land Impacted
Residential District				
Steep Slopes				
10-19%	0.60	0.00	0.00	0.00
20-30%	0.75	0.00	0.00	0.00
30%+	0.85	0.00	0.00	0.00
Woodlands & Forests				
Mature	0.70	0.00	0.00	0.00
Young	0.50	1.38	0.69	1.25
Lakes & Ponds	1	0.00	0.00	0.00
Streams	1	0.00	0.00	0.00
Shore Buffer	1	0.00	0.00	0.00
Floodplains	1	0.00	0.00	0.00
Wetland & Shoreland Wetlands	1	0.10	0.10	0.00
Wetland Buffers (30')	1	0.10	0.10	0.00
Wetland Setback (50')	1	0.09	0.09	0.00
TOTAL RESOURCE PROTECTION LAND			0.98	

The Natural Resource Protection Plan has been revised to address City Staff review comments. The revised NRPP was submitted on February 21, 2024.

3. **Shore buffer.** The NRPP table states that the shore buffer is “based off wetland delineation”. Please note that shore buffers must be delineated from the ordinary high water mark (OHWM), not a delineated wetland, please clarify. For reference, see wetland delineation report, figure 7.

The existing pond elevation was surveyed by Pinnacle Engineering.

4. **Wetland and wetland buffer.** Wetlands and wetland buffers must be listed in the NRPP table even when these resources are not required to be protected in this case due to the determinations received from Wisconsin DNR and US Army Corps of Engineers.

The NRPP table has been revised to include wetlands and wetland buffers

5. **Natural resources required to be protected.** Natural resources that are required to be protected per UDO Table 15-4.0100 must be depicted in the CSM (UDO §15-9.0309E). The CSM only depicts the pond and shore buffer (sheet 3 of 5) but doesn’t depict the mature woodlands and steep slopes (10-19%) areas required to be protected. Pursuant to the referenced table, the protection standard in residential zoning for mature woodlands is 70% and for steep slopes (10-19%) is 60%.

A revised NRPP has been provided which depicts the protection and impact calculations for all protected natural resources.

6. **Conservation easement.** The location of conservation easements shall be graphically indicated and clearly delineated and dimensioned on the face of the Certified Survey Map. The location and extent of conservation easements should be directly related to the "Natural Resource Protection Plan." All protected natural resources on the proposed lots must be made part of a Conservation Easement. This boundary must be shown on the CSM. Attached is the city’s conservation easement template.

The Conservation Easement limits are shown on page 4 of 6 of the revised Certified Survey Map. The Conservation Easement will be executed and recorded with the Certified Survey Map.

- Landscape bufferyard easement.** Pursuant to UDO § 15-5.0102, a landscape bufferyard easement with a minimum width of 30 feet is required along Loomis Road (STH 36), excluding any areas required for utility easements or conservation. Landscape easements must be graphically indicated and clearly delineated on the face of the Certified Survey Map and recorded with a separate easement document. Attached is the city's landscape bufferyard easement template.

The Landscape Bufferyard Easement is shown on page 2 of 6 of the revised Certified Survey Map. The applicant will execute and record a Landscape Bufferyard Easement with the Certified Survey Map.

- Landscape Plan.** A landscape plan as described in UDO Division 15-7.0300 is required for the landscape bufferyard easement areas noted above. Landscape Plan standards attached.

The applicant respectfully requests the City of Franklin defer the requirement for a Landscape Plan for this land division. The vast majority of the area required for a Landscape Plan lies with the Landscape Bufferyard Easement or is proposed to be protected with a Conservation Easement. The applicant has no intention of disturbing the existing vegetation in this area.

- Public water and sewer.** All new lots in the R-3 zoning district must be served by public sanitary sewer and water supply facilities pursuant to UDO §15-3.0203. Please add a note to the CSM to confirm that all four lots will be served by public sanitary sewer and water supply facilities, if that's the case.

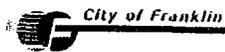
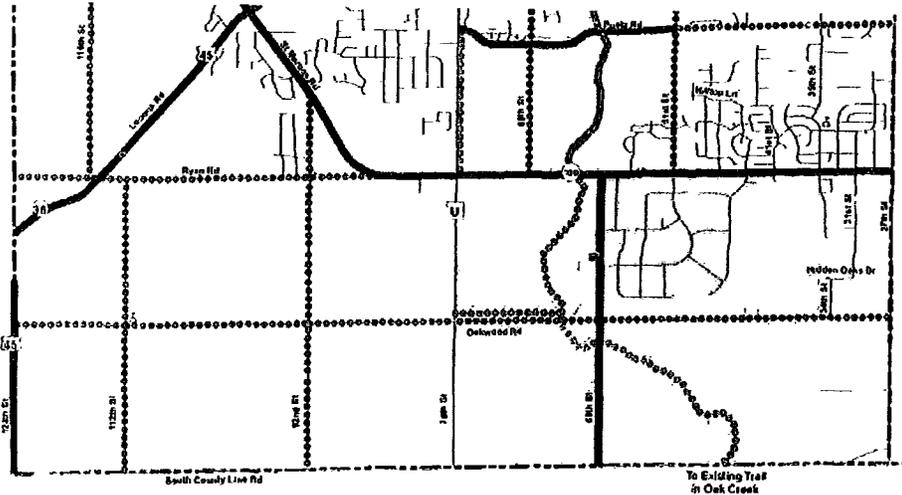
The Certified Survey Map has been revised to include the notes regarding public utilities.

- CSM sheet 5,** please add middle name initial to Mayor's name to read John R. Nelson. Please update City Clerk name to Shirley Roberts.

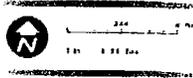
The Certified Survey Map has been revised to address these corrections.

- On-street pedestrian facilities.** Based on the Comprehensive Master Plan, Map 7.4 Bicycle and Pedestrian Circulation Facilities (next page). City Development staff recommends the installation of a pedestrian path per City of Franklin specifications on the south side of Ryan Road along the entire frontage of the site.

The Applicant requests clarification on the Pedestrian Facilities comment. The Comprehensive Plan Map referenced in Staff Comments clearly show a on-street pedestrian facility. There are no existing pedestrian facilities in this area. As a result of the Staff recommendation requiring the installation of pedestrian facilities that do not have any connection with the site, the applicant is requesting that the City of Franklin remove the subject property from the Comprehensive Master Plan Map 7.4 Bicycle and Pedestrian Circulation Facilities.



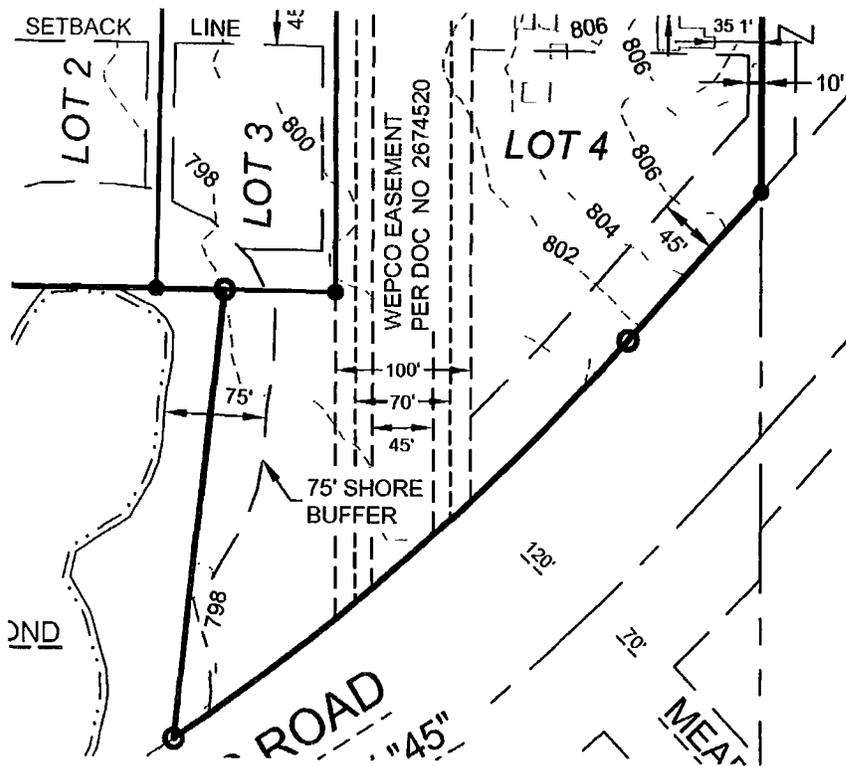
Bicycle and Pedestrian Circulation Facilities



R A Smith National

- Existing Bicycle/Pedestrian Facility
- On-Street
- Off-Street
- Future Bicycle/Pedestrian Facility
- On-Street
- Off-Street

12. **Setbacks.** Pursuant to UDO §15-7.0702B, add setback lines to the south portion of Lot 4, specifically the 10-foot side setback (north) and 45-foot setback from Loomis Road, see below:



Proposed setback lines to be added to the south portion of Lot 4, specifically the 10-foot side setback (north) and 45-foot setback from Loomis Road, see below:

See attached letter from Milwaukee County Register of Deeds.

Engineering Department comments

1. *Must resolve technical omissions and deficiencies identified by the City of Franklin and Milwaukee County.*
2. *On page 2 of 5;*
 - *Show the coordinates (N-E) of the northwest corner section monument.*
 - *Must insert the note "-Lot 1,2,3&4 is served by public water and sewer.*
3. *On page 2 of 6, extend the 45-ft setback along West Loomis.*
4. *On page 5 of 5;*
 - *Re-arrange the last two paragraphs. The City Of Franklin Common Council Approval should be next after the Owner's Certificate.*
 - *Under the Owner's Certificate, insert the Unified Development Ordinance Division-15 of the City of Franklin.*
 - *Change the name Karen Kastenson to Shirley Roberts, City Clerk.*

Call Ronnie Asuncion, Eng Lead Tech at (414) 425 7510 if you have further questions about engineering comments.

Engineering comments have been addressed on the revised Certified Survey Map

Inspection Services Department comments

1. *Inspection Services has no comments on the proposal at this time*

Fire Department comments

1. *This development is in an area of the city not well served by existing Fire/EMS station locations and current fire department staffing levels. The cumulative effect of this and several other residential developments will pose a challenge to maintaining industry standard emergency response times to fire and medical emergencies.*

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

December 27, 2023

Regulo Martinez-Montilva
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Martinez-Montilva:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for Certified Survey Map review and approval. Bear Development is acting on behalf of the owner of record, Mills Wyoming Hotel, LLC.

Project Summary

Boomtown, LLC is the owner of record of approximately 4.75 acres of land in the City of Franklin. The property is located on the south side of W. Ryan Road, immediately west of the intersection of STH 36 (Loomis Road) and W. Ryan Road. The property in question is identified as Tax Key Number 891 9989 005.

We respectfully request approval of a Certified Survey Map to create four (3) individual lots as shown on the enclosed maps, with the intention of developing the lots as individual home sites. The proposed lots meet the minimum bulk requirements of the underlying R-3 Single-Family Residential District.

In accordance with City of Franklin requirements, we have completed a Natural Resource Protection Plan for the property in question. A copy has been included in this submittal.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 949-3788 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,



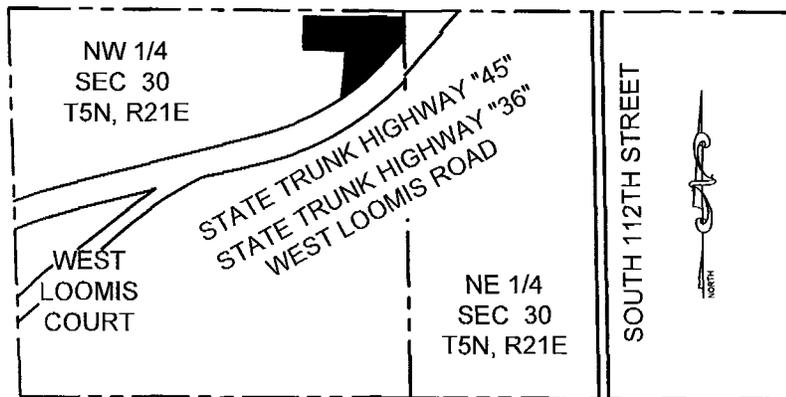
Daniel Szczap
Bear Development, LLC

CERTIFIED SURVEY MAP NO. _____

Being a part of Parcel 2 of Certified Survey Map No 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

VICINITY SKETCH
SCALE 1"=1000'

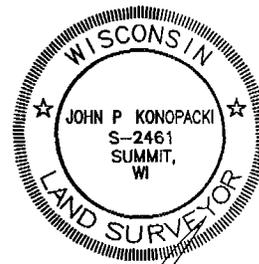
WEST RYAN ROAD - COUNTY TRUNK HIGHWAY "H"



Subject Property
Zoning R-3
Tax Key Number
8919989005

NOTES

All measurements have been made to the nearest one hundredth of a foot
All angular measurements have been made to the nearest one second
Bearings referenced to the Wisconsin State Plane Coordinate System South Zone (N.A.D. 1927) The north line of the Northwest 1/4 of Section 30 Township 5 North Range 21 East has a bearing of N89°31'45" W
Flood Zone Classification The property lies with in Zone 'X' of the Flood Insurance Rate Map Community Panel No 55079C0205E Zone 'X' areas are determined to be outside the 0.2% annual chance floodplain
Wisconsin Electric Power Company Easement recorded in the Register of Deeds office for Milwaukee County on July 30 1946 as Document 2652955 for a line of poles to supply electric current affects the parcels in this Certified Survey Map
Lots 1 2 3 & 4 of this Certified Survey Map shall be served by future public sanitary sewer and water supply facilities



FEBRUARY 19, 2024

Prepared for
BOOMTOWN LLC
4011 BOTH STREET
KENOSHA, WI 53142

Prepared By
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki PLS-License No S-2461

DRAFTED BY: ST
PEG JOB#809 60A
SHEET 1 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a part of Parcel 2 of Certified Survey Map No 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin Milwaukee County, Wisconsin



FEBRUARY 19, 2024

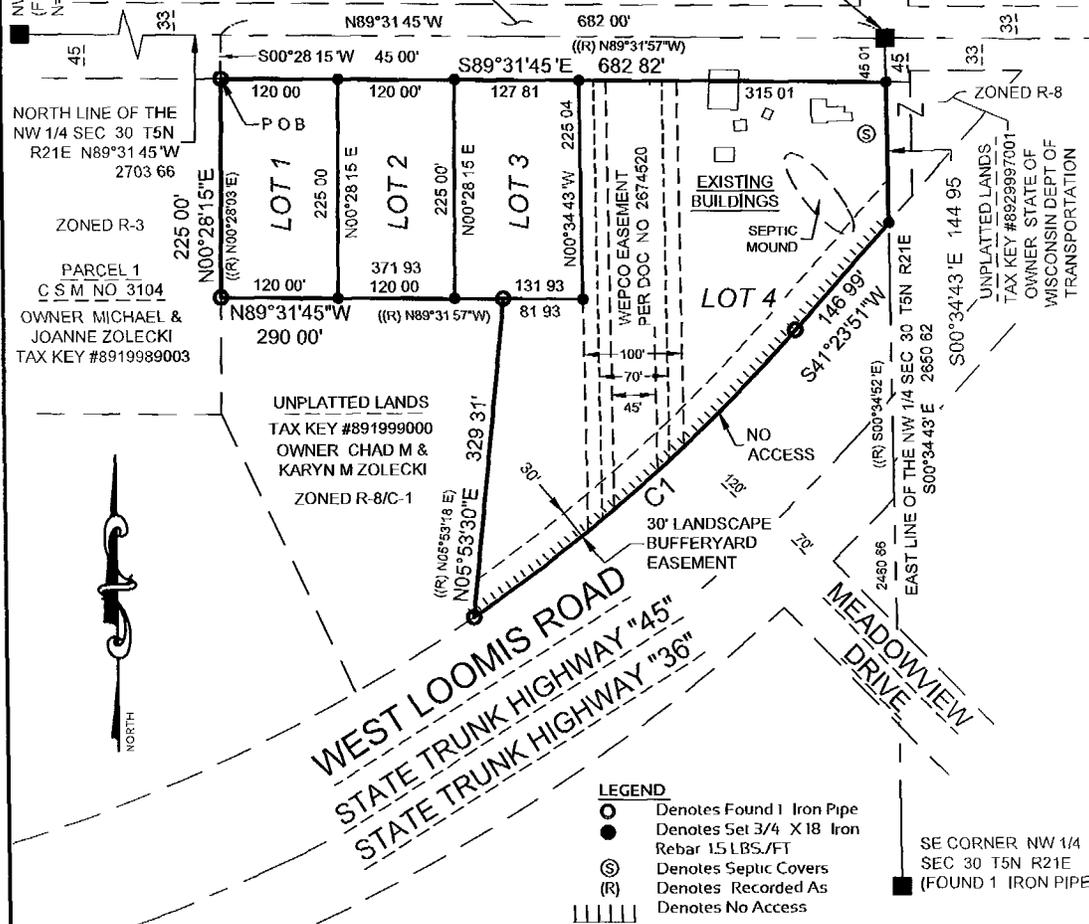
- LOT 1 27,000 SQ. FT.
(0.6198 ACRES)
- LOT 2 27,000 SQ. FT.
(0.6198 ACRES)
- LOT 3 29,222 SQ. FT.
(0.6709 ACRES)
- LOT 4 126,708 SQ. FT.
(2.9088 ACRES)

NW CORNER NW 1/4 SEC 30 T5N R21E
(FOUND CONC MON W/ BRASS CAP)
N=324 119.48 E=2 517.459 09

NE CORNER NW 1/4 SEC 30 T5N R21E
N=324 097.27 E=2 520 162.66
(FOUND CONC MON W/ BRASS CAP)
(WISCONSIN STATE PLANE CO-ORDINATE SYSTEM SOUTH ZONE)

SOUTH
116TH
STREET

(VARIABLE PUBLIC ROW) ZONED R-3
WEST RYAN ROAD



NORTH LINE OF THE
NW 1/4 SEC 30 T5N
R21E N89°31'45"W
2703.66

ZONED R-3

PARCEL 1
C S M NO 3104
OWNER MICHAEL &
JOANNE ZOLECKI
TAX KEY #8919989003

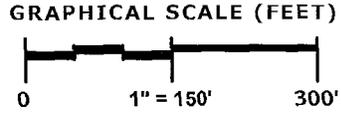
UNPLATTED LANDS
TAX KEY #891999000
OWNER CHAD M &
KARYN M ZOLECKI
ZONED R-8/C-1

ZONED R-8

UNPLATTED LANDS
TAX KEY #8929997001
OWNER STATE OF
WISCONSIN DEPT OF
TRANSPORTATION

- LEGEND**
- Denotes Found 1" Iron Pipe
 - Denotes Set 3/4" X 18" Iron Rebar 1.5 LBS./FT
 - ⊙ Denotes Septic Covers
 - (R) Denotes Recorded As
 - ||||| Denotes No Access

SE CORNER NW 1/4
SEC 30 T5N R21E
(FOUND 1" IRON PIPE)



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS License No S 2461

PEG JOB # 809 60A
SHEET 2 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a part of Parcel 2 of Certified Survey Map No 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

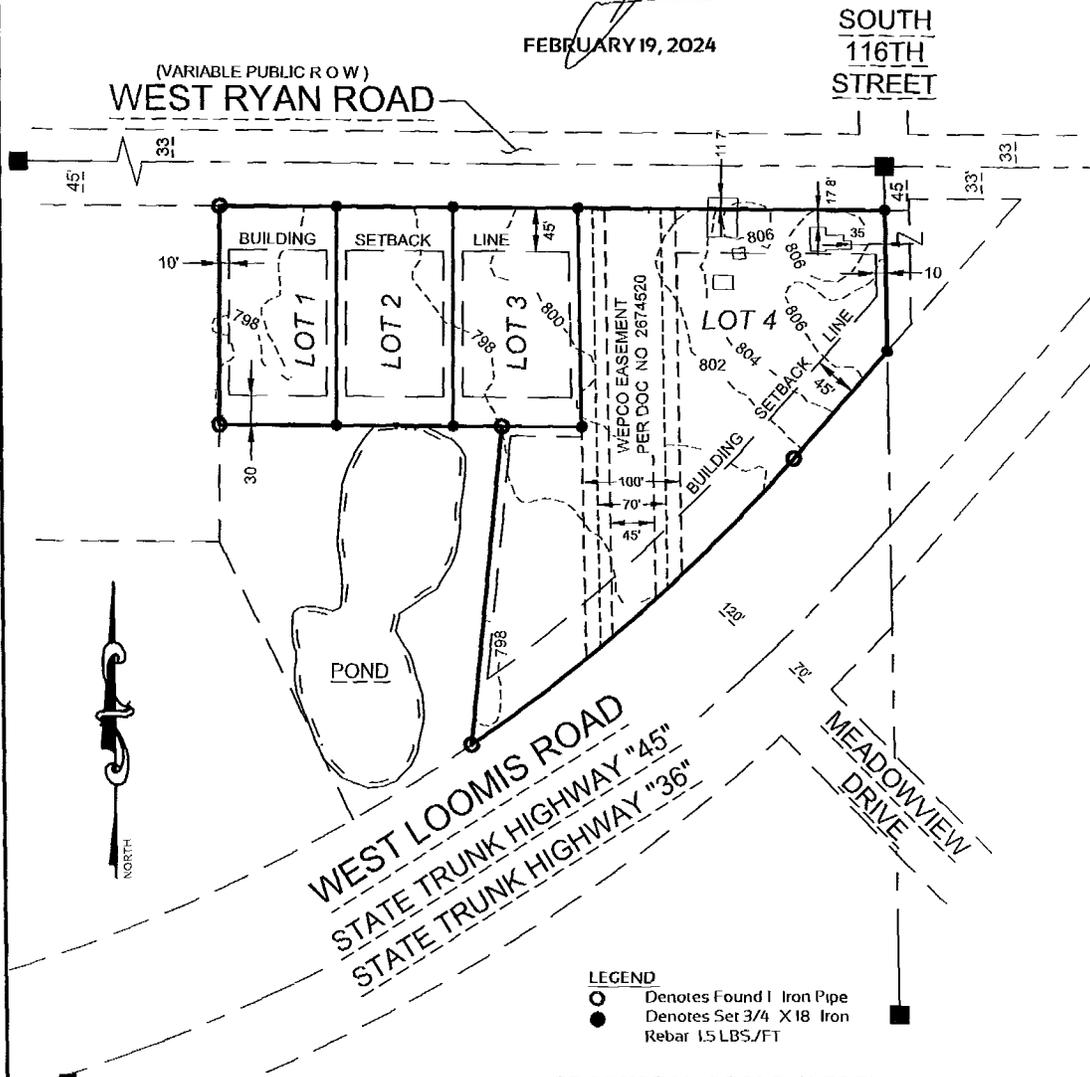
NOTES

MUNICIPAL ZONING: R-3 Suburban/Estate
 Single Family Residence District
 Front Yard Setback 45 feet
 Side Yard Setback 10 feet
 Rear Yard Setback 30 feet

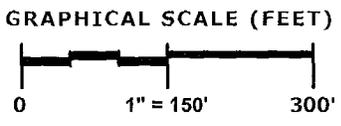
Two (2) foot contours shown per Milwaukee County GIS and Land Information Interactive Map



FEBRUARY 19, 2024



Prepared By
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
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 OFFICE (262) 754 8888



This instrument drafted by John P. Konopacki PLS License No S 2461

PEG JOB#809 60A
 SHEET 3 OF 6

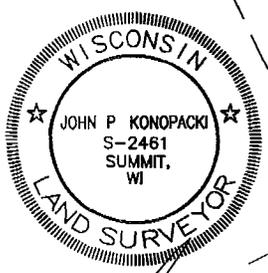
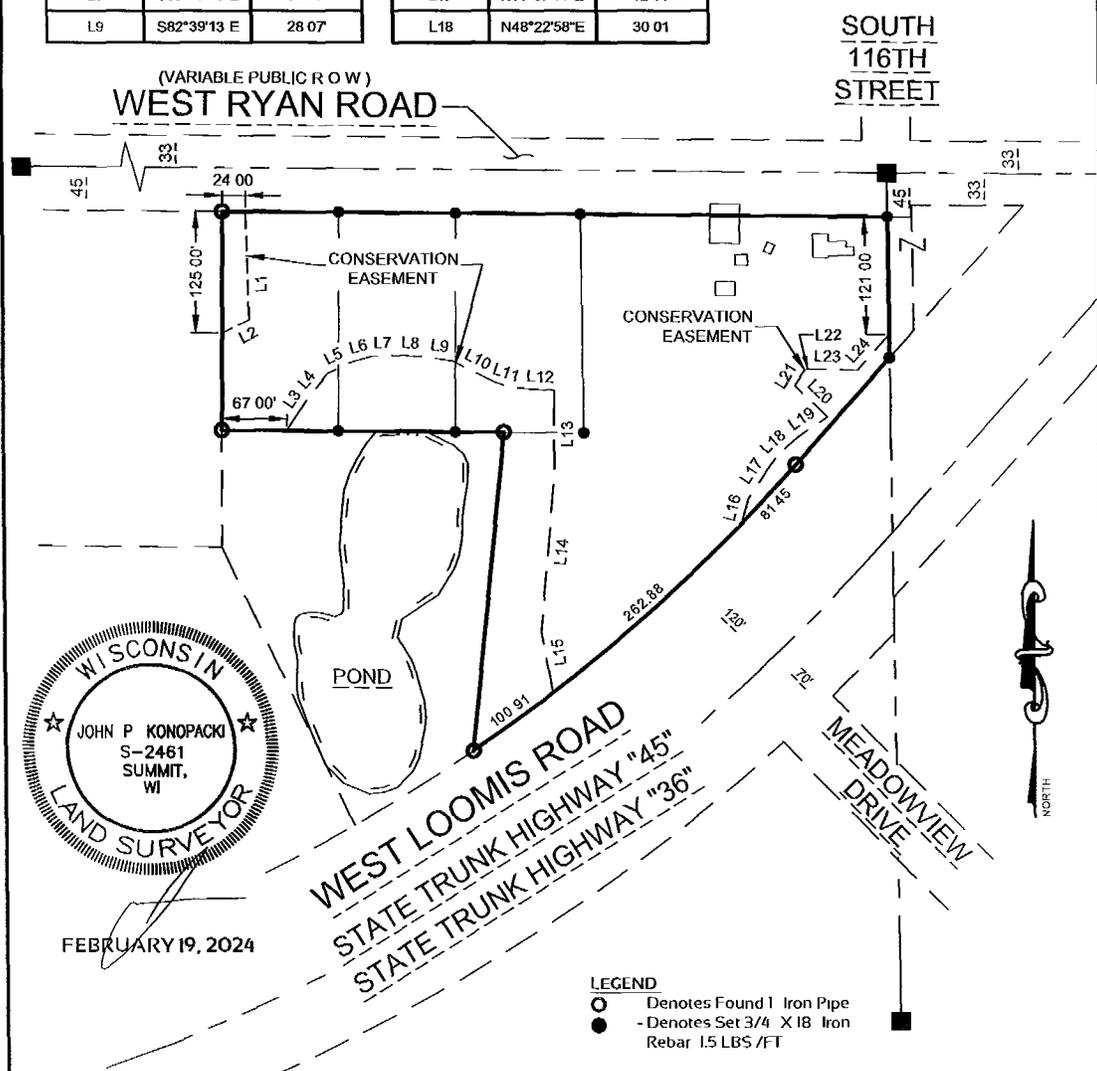
CERTIFIED SURVEY MAP NO. _____

Being a part of Parcel 2 of Certified Survey Map No 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin Milwaukee County, Wisconsin

CONSERVATION EASEMENT		
LINE NO	BEARING	DISTANCE
L1	S01°30'39"E	111 00'
L2	S63°39'50"W	31 19'
L3	N33°25'28"E	37 74'
L4	N38°09'26"E	33.67'
L5	N64°04'42"E	29 09'
L6	N74°23'03"E	21 49'
L7	N87°48'42"E	23.44'
L8	S86°28'03"E	30 49'
L9	S82°39'13"E	28 07'

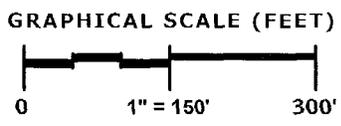
CONSERVATION EASEMENT		
LINE NO	BEARING	DISTANCE
L10	S62°45'21"E	47 39'
L11	S71°22'38"E	19 21'
L12	S86°11'17"E	44 08'
L13	S00°00'43"W	81 61'
L14	S05°00'16"W	167 14'
L15	S09°51'52"E	64 12'
L16	N14°41'30"E	25 95'
L17	N33°57'09"E	52 33'
L18	N48°22'58"E	30 01'

CONSERVATION EASEMENT		
LINE NO	BEARING	DISTANCE
L19	N55°16'04"E	36.68'
L20	N46°39'10"W	45.89'
L21	N32°17'24"E	19 92'
L22	N79°02'18"E	6 05'
L23	S87°51'52"E	48 02'
L24	N41°22'16"E	49 31'



FEBRUARY 19, 2024

LEGEND
 ○ Denotes Found 1 Iron Pipe
 ● Denotes Set 3/4 X 18 Iron Rebar 1.5 LBS / FT



Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD WI 53186
 OFFICE (262) 754 8888

This instrument drafted by John P. Konopacki PLS License No S 2461

PEG JOB#809 60A
 SHEET 4 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a part of Parcel 2 of Certified Survey Map No 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin Milwaukee County Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I John P Konopacki Professional Land Surveyor do hereby certify

That I have surveyed mapped and divided that part of Parcel 2 of Certified Survey Map No 3104 as recorded in the Register of Deeds office for Milwaukee County as Document No 5115896 and that part of vacated South 116th Street, as recorded in Resolution 2018-7377 recorded in the Register of Deeds office for Milwaukee County as Document No 10795901 in the Northeast 1/4 of the Northwest 1/4 of Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin described as follows

Commencing at the northeast corner of the Northwest 1/4 of said Section 30 thence North 89°31'45" West along the north line of said Northwest 1/4 682.00 feet thence South 00°28'15" West, 45.00 feet to the south right of way line of West Ryan Road and the Point of Beginning

Thence South 89°31'45" East along said south right of way line 682.82 feet to the east line of said Northwest 1/4
 Thence South 00°34'43" East along said east line 144.95 feet to the north right of way line of West Loomis Road
 Thence South 41°23'51" West along said north right of way line 146.99 feet to a point of curvature
 Thence southwesterly 445.24 feet along the arc of said curve to the right, whose radius is 1789.86 feet and whose chord bears South 48°31'25" West, 444.09 feet
 Thence North 05°53'30" East, 329.31 feet,
 Thence North 89°31'45" West, 290.00 feet to the east line of Parcel 1 of Certified Survey Map No 3104
 Thence North 00°28'15" East along said east line 225.00 feet to the Point of Beginning

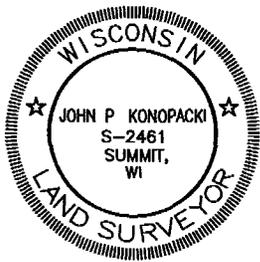
Containing 209,930 square feet (4.8193 acres) of land Gross more or less

That I have made such survey land division and map by the direction of BOOMTOWN LLC owner of said land

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

That I have fully complied with the provisions of s 236.34 of the Wisconsin State Statutes and the City of Franklin Unified Development Ordinance Division 15 in surveying mapping and dividing the same

Date FEBRUARY 19 2024



(Signature)
 John P. Konopacki
 Professional Land Surveyor S-2461

CURVE DATA							
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	445.24	1789.86	014°15'10"	S48°31'25"W	444.09'	S41°23'51"W	S56°38'00"W

Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD WI 53186
 OFFICE (262) 754 8888

This instrument drafted by John P. Konopacki PLS License No 5 2461

PEGJOB#809 60A
SHEET 5 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a part of Parcel 2 of Certified Survey Map No 3104 and that part of vacated South 116th Street in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin Milwaukee County Wisconsin

OWNER'S CERTIFICATE

BOOMTOWN LLC a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin as owner does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed divided and mapped as represented on this certified survey map

BOOMTOWN LLC as owner does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes and the Unified Development Ordinance Division 15 of the City of Franklin to be submitted to the following for approval or objection

1 City of Franklin

IN WITNESS WHEREOF the said BOOMTOWN LLC has caused these presents to be signed by (name - print) _____ at _____ (title) _____ at _____ (city) _____ County Wisconsin on this _____ day of _____ 2024

In the presence of BOOMTOWN LLC

Stephen R Mills Authorized Member

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 2024 Stephen R Mills Authorized Member of the above named limited liability company to me known to be the person who executed the foregoing instrument and to me known to be such Authorized Member of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability by its authority

Notary Public
Name _____
State of Wisconsin _____
My Commission Expires _____

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved and Accepted by the Common Council of the City of Franklin by Resolution No _____
Signed this _____ day of _____ 2024

Date

John R Nelson Mayor

Date

Shirley Roberts City Clerk



FEBRUARY 19, 2024



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P Konopacki PLS-License No S 2461

PEG JOB#809 60A
SHEET 6 OF 6

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA
FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	4.82 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0.97 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	- 0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses	- 0 acres
STEP 5:	Equals "Base Site Area"	= 3.85 acres

SECTION 15-3.0503

**CALCULATION OF THE AREA OF NATURAL
RESOURCES TO BE PROTECTED**

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

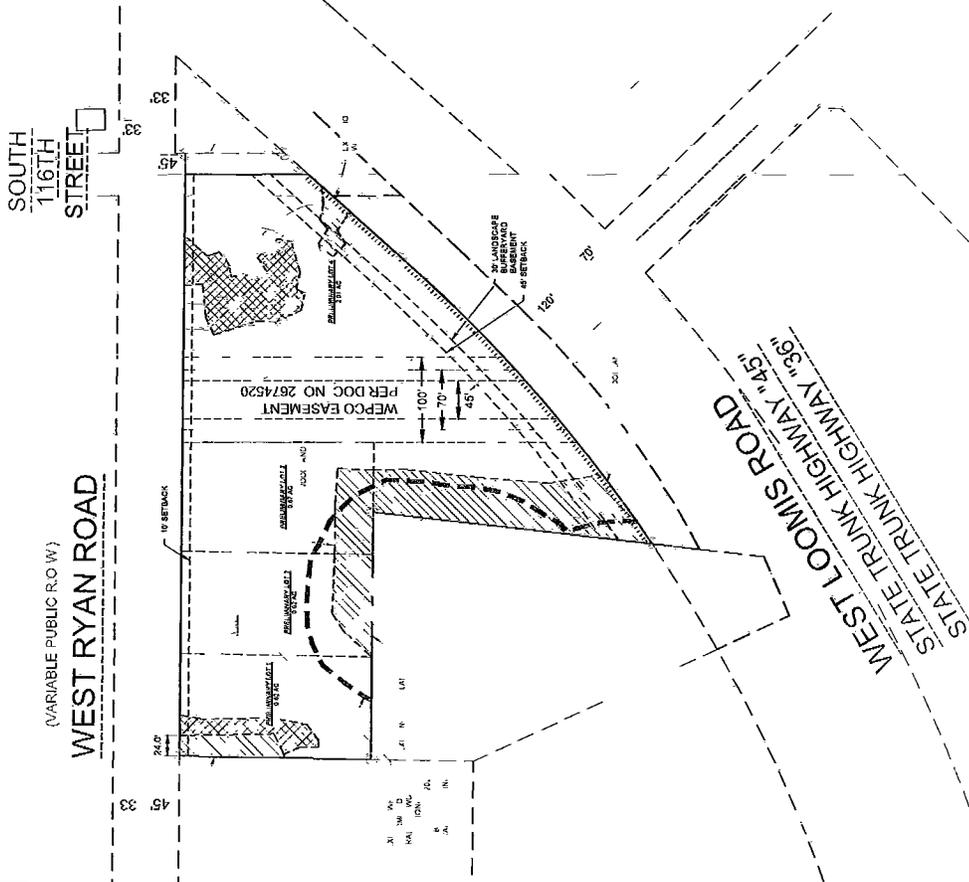
WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes					
10-19%	0 00	0 60	0 40	X 0.08 =	0.05
20-30%	0 65	0 75	0 70	X 0 =	0
+ 30%	0 90	0 85	0 80	X 0 =	0
Woodlands & Forests					
Mature	0 70	0 70	0 70	X 1.02 =	0.72
Young	0 50	0 50	0 50	X 0 =	0
Lakes & Ponds	1	1	1	X 0.001 =	0.001
Streams	1	1	1	X 0 =	0
Shore Buffer	1	1	1	X 0.53 =	0.53
Floodplains	1	1	1	X 0 =	0
Wetland Buffers	1	1	1	X 0 =	0
Wetlands & Shoreland Wetlands	1	1	1	X 0 =	0
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					1.291

Note In conducting the calculations in Table 15 3 0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3 0504 shall be performed

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE	
	Take Base Site Area (from Step 5 in Table 15-3 0502) <u>3.85</u>	
	Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard) X <u>0</u>	0
	Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =	acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA:	
	Take Base Site Area (from Step 5 in Table 15-3 0502) <u>3.85</u>	
	Subtract Total Resource Protection Land from Table 15-3 0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater - <u>1.291</u>	2.559
	Equals NET BUILDABLE SITE AREA =	acres
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE.	
	Take Net Buildable Site Area (from Step 2 above) <u>2.559</u>	4.40
	Multiple by Maximum Net Density (ND) (see specific residential zoning district ND standard) X <u>1.718</u> R-3	
	Equals MAXIMUM NET DENSITY YIELD OF SITE =	D U s
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:	
	Take Base Site Area (from Step 5 of Table 15-3 0502) <u>3.85</u>	
	Multiple by Maximum Gross Density (GD) (see specific residential zoning district GD standard) X <u>1.718</u> R-3	6.61
	Equals MAXIMUM GROSS DENSITY YIELD OF SITE =	D U s
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE	
	Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)	4 40 D U s



SITE DATA	
PROJECT NAME	FRANKLIN BUSINESS PARK PARCEL 2
LOCATION/ADDRESSES	11607 W RYAN RD FRANKLIN, WI 53133
OWNER CONTACT INFORMATION	DAN SZCZAP 4011 80TH ST KENOSHA, WI 53142 FRANKLIN DEVELOPMENT, INC. (253) 842-0956

NATURAL RESOURCE FEATURE AREAS			
RESOURCE TYPE	AREAS OF RESOURCE (4 B2 AC)	ACRES OF LAND REQUIRED TO BE PROTECTED	ACRES OF LAND IMPACTED
STEEP SLOPES AREA 10-15% SLOPES PER PGS SURVEYED CONTOURS	3,470 S.F. 0.08 ACRES	2,082 S.F. 0.05 ACRES	0 S.F.
STEEP SLOPES AREA 20-30% SLOPES PER PGS SURVEYED CONTOURS	N/A	N/A	N/A
LAKES & PONDS FIELD DELINEATED BY 180 SURVEY	61 S.F. ONSITE	61 S.F. ONSITE	0 S.F.
SHORE BUFFER 15' OFFSET	22,915 S.F. 0.53 ACRES	22,915 S.F. 0.55 ACRES	0 S.F.
NATURE WOODLANDS & FORESTS L 2 7 7	44,577 S.F. 1.02 ACRES	31,204 S.F. 0.72 ACRES	13,373 S.F. 0.31 ACRES
STREAMS (NOT PRESENT ON SITE)	N/A	N/A	N/A
FLOODPLAINS (NOT PRESENT ON SITE)	N/A	N/A	N/A
WETLANDS (NOT PRESENT ON SITE SEE NOTE THIS SHEET)	N/A	N/A	N/A
WETLAND BUFFER (NOT PRESENT ON SITE)	N/A	N/A	N/A
WETLAND SETBACK (NOT PRESENT ON SITE)	N/A	N/A	N/A

* EXIST NG CONTOURS PULLED FROM INFRAWORKS 2024

FRANKLIN DEVELOPMENT - NATURAL RESOURCES PROTECTION PLAN

02/19/24

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53061 | WWW.PINNACLE.ENG.COM |

PLAN | DESIGN | DELIVER

PEGJOB# 809 60A



Assured Wetland Delineation Report

4.75 Acre Parcel

City of Franklin, Milwaukee County, Wisconsin

July 7, 2023

Project Number: 20231016

4.75 Acre Parcel

City of Franklin, Milwaukee County, Wisconsin

July 7, 2023

Prepared for:

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Reviewed by: Eric C. Parker, SPWS

Principal Scientist

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1.0 Introduction

Heartland Ecological Group, Inc. (“Heartland”) completed an assured wetland determination and delineation on the 4.75 Acre Parcel site on June 22 and July 5, 2023 at the request of Bear Development, LLC. Fieldwork was completed by Eric C. Parker, SPWS, an assured delineator qualified via the Wisconsin Department of Natural Resources’ (WDNR’s) Wetland Delineation Assurance Program (Appendix E, Qualifications), assisted by Mikayla Datka, also of Heartland. The 4.84-acre site (the “Study Area”) is southeast of the intersection of US Highway (USH) 45 and Ryan Road, in the northwest ¼ of Section 30, T5N, R21E, City of Franklin, Milwaukee County, WI (Figure 1, Appendix A). The purpose of the wetland delineation was to determine the location and extent of wetlands within the Study Area.

One (1) wetland area totaling approximately 0.09 acres was delineated and mapped within the Study Area (Figure 7, Appendix A). One (1) pond was mapped partially within the Study Area. No waterways were observed within or near the Study Area. Wetlands, waterways, and water bodies discussed in this report may be subject to federal regulation under the jurisdiction of the U.S. Army Corps of Engineers (USACE), state regulation under the jurisdiction of the WDNR, and local zoning authorities. Heartland recommends this report be submitted to local authorities, the WDNR, and USACE for final jurisdictional review and concurrence.



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2.0 Methods

2.1 Wetlands

Wetlands were determined and delineated using the criteria and methods described in the USACE Wetland Delineation Manual, T.R. Y-87-1 (“1987 Corps Manual”) and the applicable *Regional Supplement to the Corps of Engineers Wetland Delineation Manual*. In addition, the *Guidance for Submittal of Delineation Reports to the St. Paul District USACE and the WDNR* (WDNR, 2015) was followed in completing the wetland delineation and report.

Determinations and delineations utilized available resources including the U.S. Geological Survey’s (USGS) *WI 7.5 Minute Series (Topographic) Map* (Figure 2, Appendix A), the U.S. Department of Agriculture (USDA) Natural Resource Conservation Service’s (NRCS) Soil Survey Geographic Database (SSURGO) *Web Soil Survey* (Figure 3, Appendix A), the WDNR’s *Wetland Indicator* data layer (Figure 4, Appendix A), the WDNR’s *Wisconsin Wetland Inventory* data layer (Figure 5, Appendix A), the WDNR’s *24k Hydro Flowlines (Rivers and Streams)* data layer (Figure 2 and 5, Appendix A), the WDNR’s *Color-Stretch LiDAR and Hillshade Image Service Layer* (Figure 6, Appendix A), and aerial imagery available through the USDA Farm Service Agency’s (FSA) National Agriculture Imagery Program (NAIP).

Wetland determinations were completed on-site at sample points, often along transects, using the three (3) criteria (vegetation, soil, and hydrology) approach per the 1987 Corps Manual and the Regional Supplement. Procedures in these sources were followed to demonstrate that, under normal circumstances, wetlands were present or not present based on a predominance of hydrophytic vegetation, hydric soils, and wetland hydrology.

Atypical conditions were encountered within the Study Area due to the presence of agricultural fields including row-cropping and hay fields in areas with soils that may be hydric based on the *Web Soil Survey* and the WDNR *Surface Water Data Viewer’s* wetland indicator data layer. Therefore, procedures for managed plant communities in the *Problematic hydrophytic vegetation* section described in Chapter 5 of the Regional Supplement were used. NAIP imagery were reviewed for evidence of crop stress, saturation, or inundation signatures. Sample point placements for the wetland delineation were partially determined based on such signatures.



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In actively farmed areas within the Study Area where hydric soils may be present, methods described in Chapter 5 (Difficult Wetland Situations) of the Regional Supplement were followed. Available aerial imagery was analyzed using procedures described in the *Guidance for Offsite Hydrology/Wetland Determinations* (USACE and Minnesota Board of Water and Soil Resources, July 2016 – “July 2016 Guidance”). An off-site aerial imagery analysis (Off-Site Analysis) was completed to document the presence or absence of wetland signatures and assist in the wetland determination. A wetland signature is evidence, recorded by aerial imagery, of ponding, flooding, or impacts of saturation for sufficient duration to meet wetland hydrology and possibly wetland vegetation criteria. Wetland signatures often vary based on the type and seasonal date of the aerial imagery. For example, there are seven (7) standardized signature types in actively farmed settings described in the July 2016 Guidance. To assist in interpretations of wetland signatures, a WETS analysis was used to compare antecedent precipitation in the three (3) months leading up to each aerial image to the long-term (30-year) precipitation averages and standard deviation to determine if antecedent precipitation conditions for each image was normal, wet, or dry. Areas within agricultural fields are typically determined to be wetland if hydric soils and wetland hydrology indicators are present and aerial images taken in the five (5) (or more) most recent normal antecedent precipitation images show at least one (1) of the wetland signatures per the July 2016 Guidance. Although the off-site analysis concentrates on imagery taken under normal antecedent precipitation conditions, the images determined to be taken under wet and dry antecedent precipitation conditions were also analyzed and considered. Determinations and delineation of wetlands in agricultural areas are typically based on an outline of the largest wetland signature on an image taken under “normal” antecedent conditions and based on the consistency of the signatures (USDA, NRCS 1998). Recent weather conditions influence the visibility or presence of certain wetland hydrology indicators. An assessment of recent precipitation patterns helps to determine if climatic/hydrologic conditions were typical when the field investigation was completed. Therefore, a review of antecedent precipitation in the 90 days leading up to the field investigation was completed. Using an Antecedent Precipitation Tool (APT) analysis developed by the USACE (Deters & Gutenson 2021), the amount of precipitation over these 90 days was compared to averages and standard deviation thresholds observed over the past 30 years to generally represent if conditions encountered during the investigation were



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normal, wet, or dry. Recent precipitation events in the weeks prior to the investigation were also considered while interpreting wetland hydrology indicators. Additionally, the Palmer Drought Severity Index was checked for long-term drought or moist conditions (NOAA, 2018).

The uppermost wetland boundary and sample points were identified and marked with wetland flagging and located with a Global Navigation Satellite System (GNSS) receiver capable of sub-meter accuracy. In some cases, wetland flagging was not utilized to mark the boundary and the location was only recorded with a GNSS receiver, particularly in active agricultural areas. The GNSS data was then used to map the wetlands using ESRI ArcGIS Pro™ software.

3.0 Results and Discussion

3.1 Desktop Review

Climatic Conditions

According to the APT analysis using the previous 90 days of precipitation data, conditions encountered at the time of the fieldwork were expected to be normal for the time of year (Appendix B). The Palmer Drought Severity Index was checked as part of the APT analysis, and the long-term conditions at the time of the fieldwork were in the mild wetness range. Fieldwork was completed within the dry season based on long-term regional hydrology data utilized in the WebWIMP Climatic Water Balance and computed as part of the APT analysis.

General Topography and Land Use

The topography within the Study Area was rolling, with various hills, depressions, and slopes and a topographic high of approximately 809 feet above mean sea level (msl) near the northeast corner, and a topographic low of approximately 797 feet above msl in the southwest corner (Figures 2 and 6, Appendix A). Land uses within the Study Area and surrounding areas are primarily agricultural row cropping with meadow and woodland areas also present. General drainage is to the south toward an excavated pond mostly outside the Study Area.



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Soil Mapping

Soils mapped by the NRCS Soil Survey within the Study Area, and their hydric status are summarized in Table 1. Wetlands identified during the field investigation are located primarily within areas mapped as hydric or partially hydric soils including wetland indicator soils (Figures 3 and 4, Appendix A).

Table 1 Summary of NRCS Mapped Soils within the Study Area

Soil symbol: Soil Unit Name	Soil Unit Component	Soil Unit Component Percentage	Landform	Hydric status
AsA: Ashkum silty clay loam, 0-2% slopes	Ashkum-Drained	85-100	End and ground moraines	Yes
	Peotone-Drained	0-9	Depressions on ground moraines	Yes
	Orthents, clayey	0-3	Ground moraines, lake plains	No
	Urban land	0-3	Ground moraines	No
BIA: Blount silt loam, 1-3% slopes	Blount	90	Moraines	No
	Ashkum	10	Depressions	Yes
EsA: Elliott silt loam, 1-3% slopes	Elliott	90	Ground moraines	No
	Ashkum	10	Depressions	Yes
MeB: Markham silt loam, 2-6% slopes	Markham	85-100	End and ground moraines	No
	Ashkum-Drained	0-9	Ground and end moraines	Yes
	Pewamo	0-6	End and ground moraines	Yes

Wetland Mapping

The Wisconsin Wetlands Inventory (WWI) mapping (Figure 5, Appendix A) depicts two (2) wetland areas within the Study Area. Both are forested/wet soil (T3K) wetlands located adjacent to Pond 1 along the southwestern boundary.

Waterway Mapping

The WDNR’s Rivers and Streams data layer (Figure 5, Appendix A) depicts one (1) waterbody and no waterways within the Study Area. This water body is mapped along and just outside of the southwestern boundary of the Study Area.



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Previous Delineations and Landowner Contacts

A wetland delineation was completed by Heather D. Patti, PWS, of R.A. Smith National on March 19th, 2015. Two (2) wetlands were delineated within the study area. "Wetland 8" (W-8) and "Wetland 9" (W-9) are depicted on the mapping from this report (Appendix G).

Aerial Photography

An Off-Site Analysis (OSA) was completed as part of this investigation and image interpretations are described in the next section. Available NAIP imagery of the Study Area from the period of 2005-2022 (Appendix F) was reviewed for evidence of wetland signatures and to gain insight into the site's recent history. This imagery is included in the OSA (Appendix F) and described in detail in the next section.

Off-Site Analysis

Agricultural fields within the Study Area have significant mapped hydric or potentially hydric soils and were the focus of the off-site aerial imagery analysis (OSA) (Appendix F). From the aerial imagery, the secondary wetland hydrology indicator "Saturation Visible on Aerial Imagery" (C9) was noted.

A total of ten (10) most recent aerial images were selected and reviewed based on availability and quality of the imagery. Of these images, three (3) were taken under normal antecedent precipitation conditions. Signatures were noted in two (2) areas within the Study Area within landscape positions described by the NRCS to support hydric soil components and were the focus of the OSA. At least one (1) of the seven (7) described wetland signatures per the July 2016 Guidance were consistently noted in both of these areas on imagery taken under normal antecedent precipitation conditions. In imagery taken under wet antecedent precipitation conditions, such wetland signatures were noted in five (5) of the five (5) images. In imagery taken under dry antecedent precipitation conditions, there were wetland signatures noted in two (2) of the two (2) images.

Based on the off-site analysis, one (1) area was likely to be wetland prior to the fieldwork. Another area was determined to potentially be wetland based on field review. Both areas appeared to be isolated depressions. Although there were no drain tile signatures observed in the off-site analysis, drain tiles were thought to be present.



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3.2 Field Review

One (1) wetland was identified and delineated within the Study Area. Wetland determination data sheets (Appendix C) were completed at seven (7) sample points that were representative of the wetland and upland conditions near the boundary and where potential wetlands may be present based on the desktop review and field reconnaissance. Appendix D provides photographs, typically at the sample point locations of the wetlands and adjacent uplands. The wetland boundary and sample point locations are shown on Figure 7 (Appendix A) and the wetlands are summarized in Table 2 and detailed in the following sections.

Table 2. Summary of Wetlands Identified within the Study Area

Wetland ID	Wetland Description	*Surface Water Connections	*NR151 Protective Area	Acreage (on-site)
W-1	Farmed Wet Meadow	Potentially Isolated in the Landscape	Low susceptible, 10-30 feet	0.09
<i>*Classification based on Heartland's professional opinion. Jurisdictional authority of wetland and waterway protective areas under NR 151 lies with the WDNR. Local zoning authorities may have additional restrictions. USACE has authority for determining federal jurisdiction of wetlands and waterways.</i>				0.09

Wetland 1 (W-1)

Wetland 1 (W-1) is a 0.09-acre area of farmed wet meadow located in a depression within the northwestern portion of the Study Area. The boundary of W-1 generally followed a moderately-defined topographic break.

Dominant vegetation observed in W-1 included horseweed (*Erigeron canadensis*, FACU), common buckthorn (*Rhamnus cathartica*, FAC), and common amaranth (*Amaranthus retroflexus*, FACU). Weed vegetation was sparse and non-hydrophytic, however, it was notable that purslane speedwell (*Veronica peregrina*, FACW) was formerly dominant but had recently senesced. Given these circumstances, it was judged that the vegetation was problematic and would be hydrophytic under normal circumstances. Therefore, the wetland vegetation parameter was met.



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The Thick Dark Surface (A12) hydric soil indicator was noted in W-1, which is somewhat consistent with hydric soil inclusions within the mapped Blount silt loam soil type. Thus, the hydric soil parameter was met based on meeting the indicator.

No primary wetland hydrology indicators were noted within W-1, however the secondary indicators included Surface Soil Cracks (B6), Saturation Visible on Aerial Imagery (C9), and Geomorphic Position (D2). Therefore, the wetland hydrology parameter was met.

Waterways

No waterways were observed within or immediately adjacent to the Study Area.

3.3 Other Considerations

This report is limited to the identification and delineation of wetlands within the Study Area. Other regulated environmental resources that result in land use restrictions may be present within the Study Area that were not evaluated by Heartland (e.g. navigable waterways, floodplains, cultural resources, and threatened or endangered species).

Wisconsin Act 183 provides exemptions to permitting requirements for certain nonfederal wetlands. Nonfederal wetlands are wetlands that are not subject to federal jurisdiction. Exemptions apply to projects in urban areas with wetland impacts up to 1-acre per parcel. An urban area is defined as an incorporated area; an area within ½ mile of an incorporated area; or an area served by a sewerage system. Exemptions for nonfederal wetlands also apply to projects in rural areas with wetland impacts up to three (3) acres per parcel. Exemptions in rural areas only apply to structures with an agricultural purpose such as buildings, roads, and driveways. The determination of federal and nonfederal wetlands MUST be made by the USACE through an Approved Jurisdictional Determination (AJD). This report may be submitted to the USACE to assist with their determination.

Wis. Adm. Code NR 151 ("NR 151") requires that a "protective area" (buffer) be determined from the Ordinary High-Water Mark (OHWM) of lakes, streams and rivers, or at the delineated boundary of wetlands. Per NR 151.12, the protective area width for "less susceptible" wetlands is determined by using 10% of the average wetland width, no less than 10 feet or more than 30 feet. "Moderately susceptible" wetlands, lakes, and perennial and intermittent streams identified on recent mapping require a protective area width of 50



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feet, while “highly susceptible wetlands” are associated with outstanding or exceptional resource waters in areas of special natural resource interest and require protective area width of 75 feet. Table 2 above lists the potential wetland buffers per NR 151 for each wetland identified based on Heartland’s professional opinion. Please note that jurisdictional authority on wetland and waterway protective areas under NR 151 lies with the WDNR. Local zoning authorities and regional planning organizations may have additional land use restrictions within or adjacent to wetlands.



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4.0 Conclusion

Heartland completed an assured wetland determination and delineation within the 4.75 Acre Parcel on June 22 and July 5, 2023 at the request of Bear Development, LLC. Fieldwork was completed by Eric C. Parker, SPWS, an assured delineator qualified via the WDNR Wetland Delineation Assurance Program (Appendix E), assisted by Mikayla Datka. The Study Area lies in Section 30, T5N, R21E, City of Franklin, Milwaukee County (Figure 1, Appendix A).

One (1) wetland area was delineated and mapped within the 4.84-acre Study Area (Figure 7, Appendix A). The wetland, which may be classified as farmed wet meadow, totals approximately 0.09 acres within the Study Area. A pond was observed adjacent to and within the Study Area. No waterways were observed within or adjacent to the Study Area.

Wetlands, waterways, and water bodies discussed in this report may be subject to federal regulation under the jurisdiction of the USACE, state regulation under the jurisdiction of the WDNR, and the local zoning authority. Heartland recommends this report be submitted to the USACE and WDNR for final jurisdictional review and concurrence. Review by local authorities may be necessary for determination of any applicable zoning and setback restrictions.

Heartland recommends that all applicable regulatory agency reviews and permits are obtained prior to beginning work within the Study Area or within or adjacent to wetlands or waterways. Heartland can assist with evaluating the need for additional environmental reviews, surveys, or regulatory agency coordination in consideration of the proposed activity and land use as requested but is outside of the scope of the wetland delineation.

Experienced and qualified professionals completed the wetland determination and delineation using standard practices and professional judgment. Wetland boundaries may be affected by conditions present within the Study Area at the time of the fieldwork. All final decisions on wetlands and their boundaries are made by the USACE, the WDNR, and/or sometimes a local unit of government. Wetland determination and boundary reviews by regulatory agencies may result in modifications to the findings presented to the Client. These modifications may result from varying conditions between the time the wetland delineation was completed and the time of the review. Factors that may influence the findings may include but not limited to precipitation patterns, drainage modifications, changes or modification to vegetation, and the time of year.



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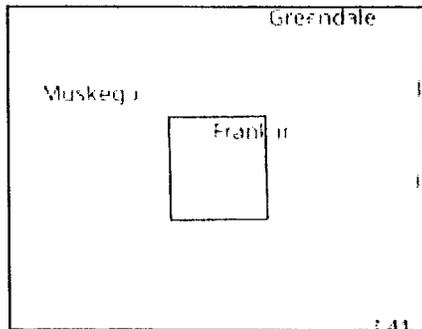
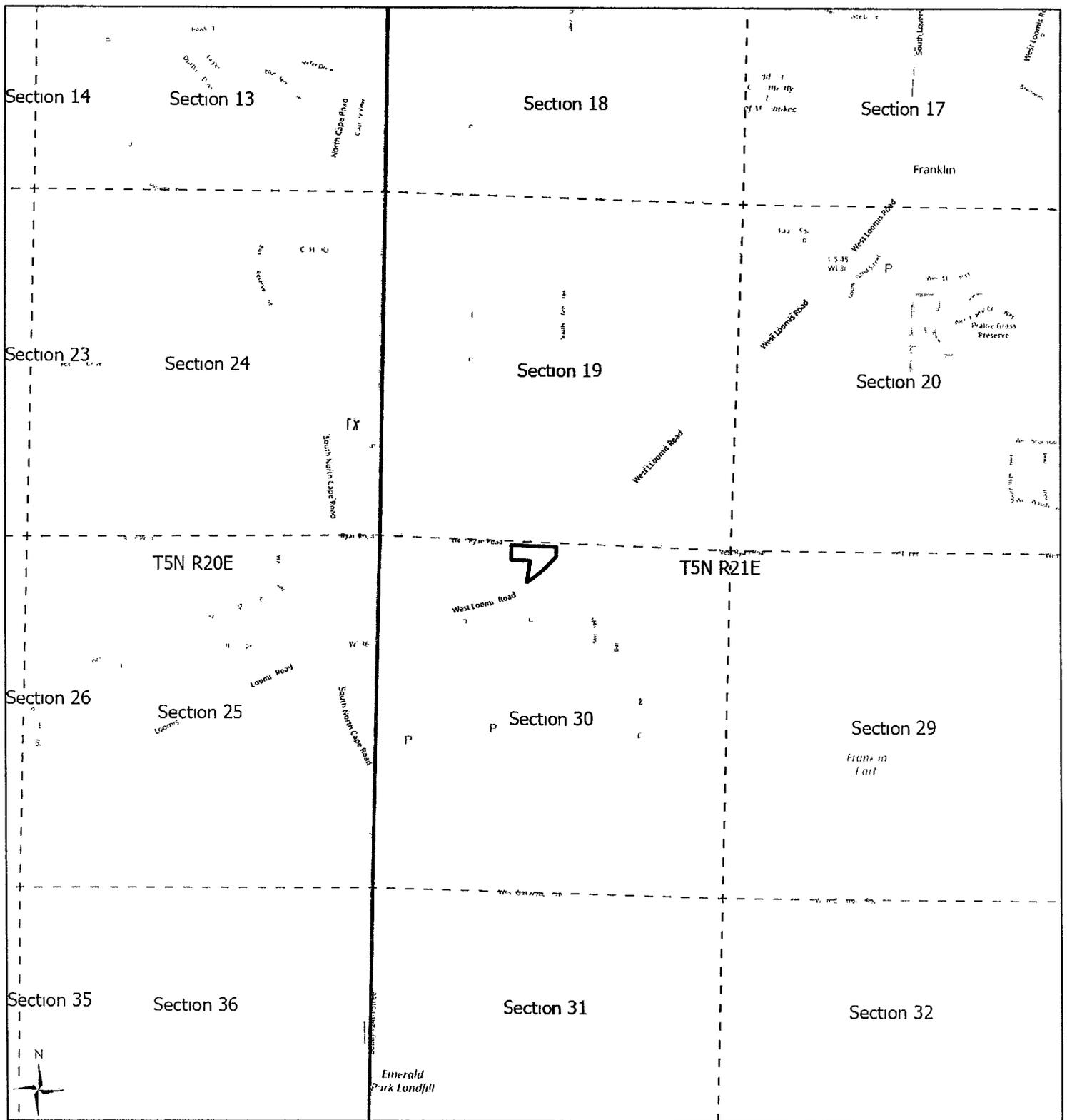
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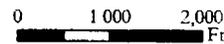


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Appendix A | Figures



- Study Area (4.84 ac)
- Township
- Section



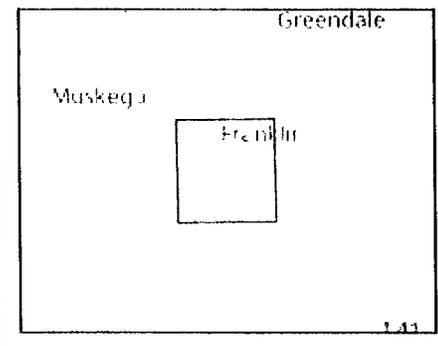
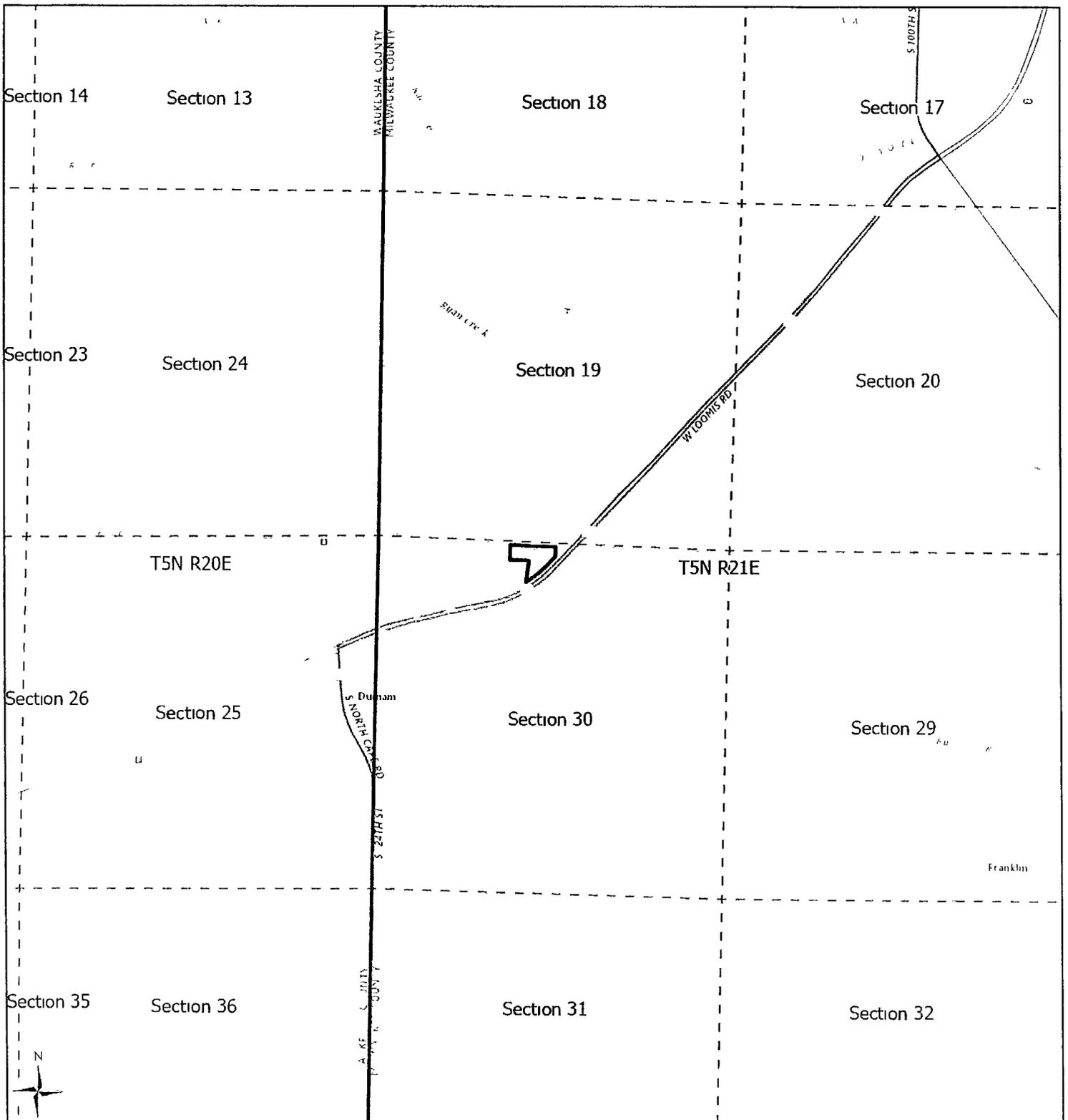
Heartland
COLLECTIVE CONSULTING

Figure 1. Project Location

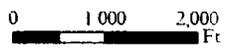
4.75-Acre Parcel
Project #20231016
T5N, R21E, S30
C Franklin, Milwaukee Co

OpenStreetMap
ESRI

LRR MW



- Study Area (4.84 ac)
- Township
- Section

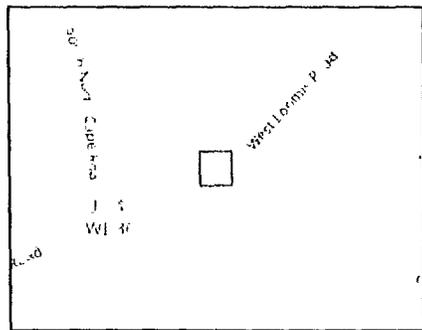
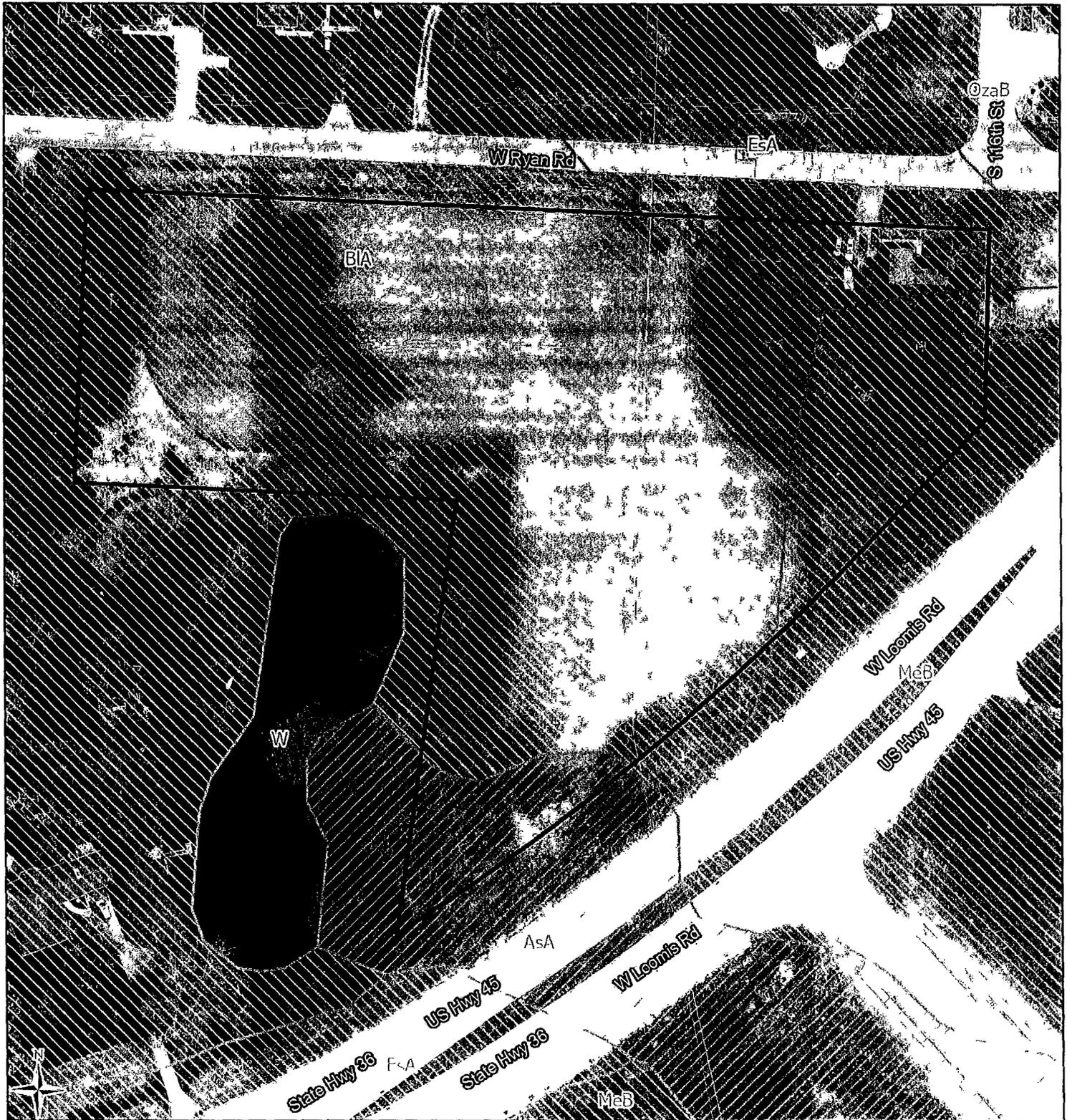


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Figure 2. USGS
 Topography
 4.75-Acre Parcel
 Project #20231016
 T5N, R21E, S30
 C Franklin, Milwaukee Co

USGSTopo
 USGS, WDNR LRR MW

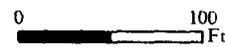
Figure Created 6/14/2023



Study Area (4.84 ac)

NRCS Soil Survey Data

- Hydric (100%)
- Predominantly Hydric (85-99%)
- Partially Hydric (16-84%)
- Predominantly Non-Hydric (1-15%)
- Non-Hydric (0%)



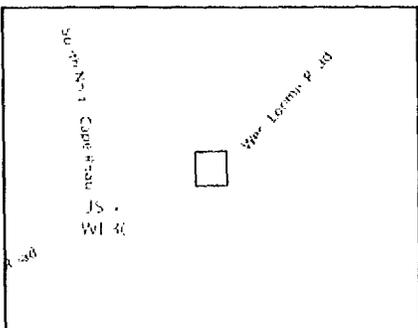
Heartland
ECOLOGICAL CONSULTING

Figure 3. NRCS
Hydric Soils

4.75 Acre Parcel
Project #20231016
T5N, R21E, S30
C Franklin, Milwaukee Co

2022 Dane Co Orthophoto
NRCS LRR MW

Figure Created 6/14/2023



 Study Area (4.84 ac)
SWDV Wetland Indicators



Heartland
ECOLOGICAL CONSULTING

Figure 4. SWDV
Wetland Indicators

4.75 Acre Parcel
Project #20231016
T5N, R21E, S30
C Franklin, Milwaukee Co

2022 Milwaukee Co Orthophoto
WDNR LRR, MW

Figure Created 6/14/2023



S 11th St

W Ryan Rd

W0Hx

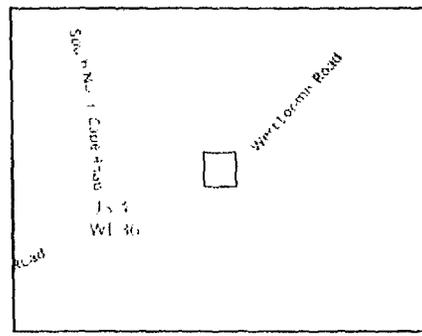
T3K

US Hwy 45

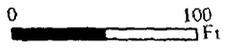
W Leomis Rd

W Leomis Rd US Hwy 45 State Hwy 86

State Hwy 86



- Study Area (4.84 ac)
- Perennial Streams (None in Map Extent)
- Intermittent Streams (None in Map Extent)
- Waterbodies
- WWI Wetland Polygons
- WWI Wetland Points (None in Map Extent)

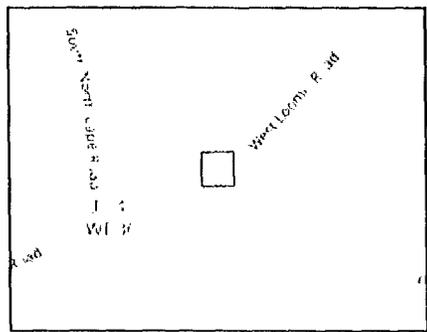


Heartland
 ECOLOGICAL GROUP, INC.

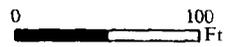
Figure 5. Wisconsin
 Wetland Inventory
 4.75-Acre Parcel
 Project #20231016
 T5N, R21E, S30
 C Franklin, Milwaukee Co

2022 Milwaukee Co Orthophoto
 WDNR USGS LRR MW

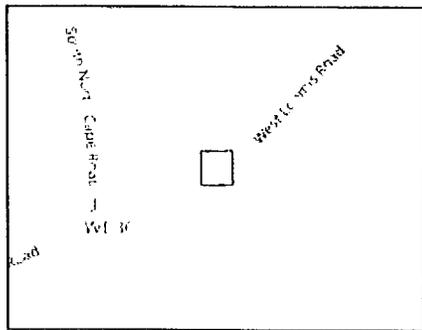
Figure Created 6/14/2023



Study Area (4.84 ac)
 Milwaukee Co 1' Contours



Heartland
 ECOLOGICAL GROUP INC
 Figure 6. Color-Stretch
 Digital Elevation Model
 4.75-Acre Parcel
 Project #20231016
 T5N, R21E, S30
 C Franklin, Milwaukee Co
 DNR Lidar Service
 WDNR, Milwaukee Co LRR MW
 Figure Created 6/14/2023



- Study Area (4.84 ac)
 - Milwaukee Co 1' Contours
 - Field Delineated Wetlands (0.09 ac)
 - Pond 1 OHWM
- Sample Points**
- Upland
 - Wetland



Heartland
 ECOLOGICAL GROUP, INC.

Figure 7. Field Delineated Wetlands
 4.75-Acre Parcel
 Project #20231016
 T5N, R21E, S30
 C Franklin, Milwaukee Co

2022 Milwaukee Co Orthophoto
 Milwaukee Co, HEG LRR MW

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St Paul Ave
Milwaukee, WI 53233

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



November 7th, 2023

WIC-SE-2023-41-03565

Daniel Szczap
4011 80th Street
Kenosha, WI 53142

RE Nonfederal Wetland Exemption Determination for an area described as W-1 located in Section 30, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County

Dear Mr Szczap

This letter is in response to your request for a nonfederal wetland exemption determination for the above mentioned wetlands

According to 281 36 (4n), Wis Stats , a nonfederal urban wetland is a wetland that is not federally jurisdictional Projects impacting nonfederal wetlands in urban areas must be less than 1 acre of total impact per parcel Mitigation will be required for impacts greater than 10,000 sq ft up to 1 acre The applicant must have a nonfederal jurisdictional determination from the Army Corps of Engineers along with a map of the wetland(s) involved In addition, DNR must also consider whether the nonfederal wetland is a rare and high quality wetland as defined in s 281 36(4n), Wis Stat

The Department reviewed the following materials to aid in our exemption determination

- The request narrative including project scope and purpose
- Site location map and photographs that show different angles and views of the wetland
- Botanical survey results
- Wetland delineation information

Below is a summary of our findings

Request Narrative

According to the request narrative the total wetland impacts will be 0 09 acres (3,920 SF) in size The purpose of this project is to develop residential properties in the City of Franklin and future residential driveways and utility laterals my impact the identified wetland

Site Location and Photographs

The site location confirms that the wetland is located in an urban area Wetland photographs showed the area is currently utilized as a farmed wet meadow

Botanical Survey

The botanical survey demonstrations that the wetland is not a rare and high quality wetland

Wetland Delineation Information

The wetland delineation shows that W-1 is a 0 09-acre area of farmed wet meadow located in a depression within the northwestern portion of the study area

Stormwater Compliance Information

The documentation demonstrated that the project will be completed in compliance with applicable WPDES stormwater permits and stormwater ordinances adopted under s 59 693, 60 627 61 354 or 62 234, Wis Stats

Mitigation

The documentation showed that the nonfederal exemption request is for less than 10,000 SF of impact in an urban area, therefore mitigation is not required

Conclusion:

Based upon the documentation provided above, the project meets the eligibility criteria pursuant to s 281.36 (4n), State Stat, and no mitigation is required. You are able to proceed with this project. If you have any questions or would like to schedule a meeting to discuss this approval, please call me at (414) 430-7129 or email michelle.soderling@wisconsin.gov

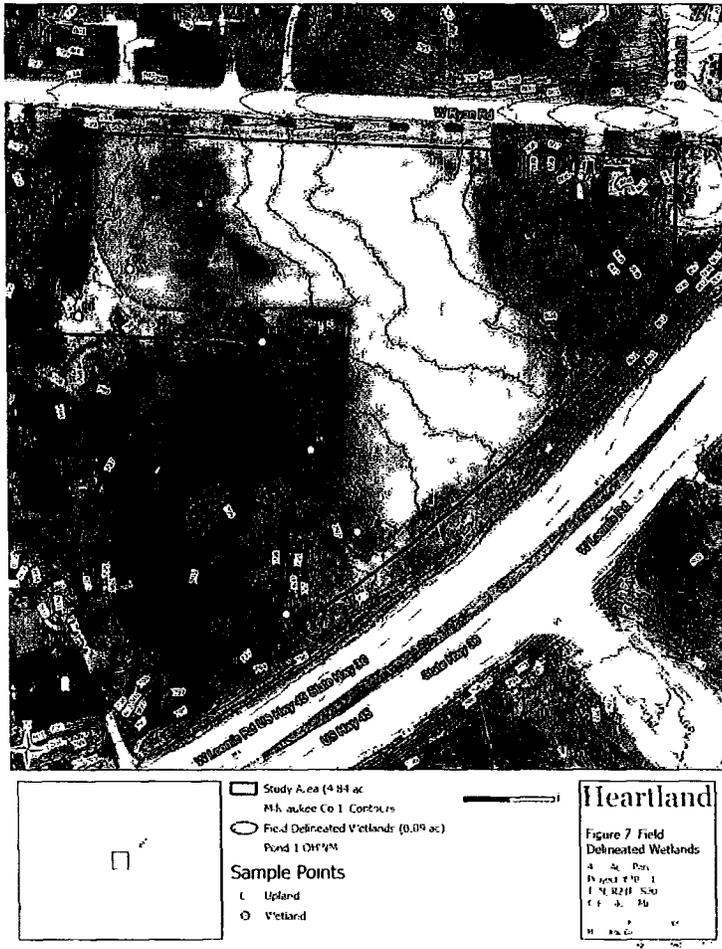
Sincerely,



Michelle Soderling
Water Management Specialist

Email CC Tim Orłowski, USACE Project Manager
Kelly Hersh, City of Franklin Administrator

Enclosure Site map with W-1 boundary





DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
332 MINNESOTA STREET, SUITE E1500
ST. PAUL, MN 55101-1323

OCTOBER 11, 2023

Regulatory File No MVP-2015-00973-TKO

Bear Development, LLC
Attn Daniel Szczap
4011 80th Street
Kenosha, WI 53142

Dear Mr Szczap

This letter is in regard to an approved jurisdictional determination for the property located southwest of the intersection of West Ryan Road and South 116th Street in Franklin The project site is in Section 30, Township 05 North, Range 21 East, Milwaukee County, Wisconsin The review area for our jurisdictional determination is identified on the enclosed figures, labeled 2015-00973-TKO Figures 1-4 of 4

The review area contains no waters of the United States subject to Corps of Engineers (Corps) jurisdiction Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area The rationale for this determination is provided in the enclosed Approved Jurisdictional Determination form This determination is only valid for the review area described You are also cautioned that the area of waters described on the enclosed Jurisdictional Determination form is approximate and is not based on a precise delineation of aquatic resources

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331 Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter

This approved jurisdictional determination may be relied upon for five years from the date of this letter However, the Corps reserves the right to review and revise the determination in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate

Regulatory Division (File No 2015-00973-TKO)

If you have any questions, please contact me in our Green Bay office at (920) 912-5427 or timothy.k.orlowski@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,



Tim Orlowski
Project Manager

Enclosures

cc
Michelle Soderling - WI DNR

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 05/21/24</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">Resolution imposing conditions and restrictions for the approval of a special use for Lake Grove Place, a multi-family development with 38 dwelling units upon property located at 3709 W College Avenue (Safari Homes Franklin LLC)</p>	<p align="center">ITEM NUMBER 13. Ald. Dist. #3</p>

At the Plan Commission meeting held on May 9, 2024, the motion to recommend approval of this special use request failed. The vote was 2-3-1: 2 voted 'aye' and 3 voted 'nay' and one absent. The motion to conditionally approve the associated site plan also failed.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-_____, imposing conditions and restrictions for the approval of a special use for Lake Grove Place, a multi-family development with 38 dwelling units upon property located at 3709 W College Avenue (Safari Homes Franklin LLC).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 4-10-24]

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR LAKE GROVE PLACE, A MULTI-
FAMILY DEVELOPMENT WITH 38 DWELLING UNITS UPON PROPERTY
LOCATED AT APPROXIMATELY 3709 W COLLEGE AVENUE
(SAFARI HOMES FRANKLIN LLC)

WHEREAS, Safari Homes Franklin LLC having petitioned the City of Franklin for the approval of a Special Use to allow for a 38-unit multi-family residential development in the R-8 Multiple Family Residence District, upon property located at approximately 3709 W College Avenue more particularly described as follows:

Parcel 1 of CERTIFIED SURVEY MAP NO. 6537, being part of the Northeast 1/4 of the Northwest 1/4 of Section 1, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin excepting therefrom the following: Beginning at the southeast corner of Parcel 2 as recorded in said Certified Survey Map No. 6537; thence South 88° 32' 26" West along the southerly line of said Parcel 2, 132.00 feet to the southwest corner of said Parcel 2; thence South 00° 35' 36" West along the westerly line of said Parcel 1, 136.00 feet; thence North 88° 32' 28" East 132.00 feet; thence North 00° 35' 36" East 136.00 feet to the place of beginning. Containing a net area of 4.1204 acres or 179,487 square feet or land.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the _____, 2024, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Safari Homes Franklin LLC for the approval

SAFARI HOMES FRANKLIN LLC – SPECIAL USE
RESOLUTION NO. 2024-_____

Page 4

of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Safari Homes Franklin LLC, successors and assigns, as a 38-unit multi-family residential development (“Lake Grove Place”), in the R-8 Multiple Family Residence District, which shall be constructed, operated and maintained by Safari Homes Franklin LLC, pursuant to those plans date-stamped April 9, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. Safari Homes Franklin LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Lake Grove Place multi-family residential development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Safari Homes Franklin LLC, and the multi-family residential development use, for the property located at 3709 W College Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The applicant must address comments from Milwaukee County Parks in memorandum dated February 9, 2024, to the satisfaction of Milwaukee County Parks, prior to the issuance of building permits.
5. The applicant must obtain approval of watermain extension permits from the City of Milwaukee, prior to the issuance of building permits.
6. The applicant must obtain approval from the Engineering Department for grading, stormwater management, utilities and erosion control, prior to any land disturbance activity.
7. The applicant must obtain approval from Milwaukee County for access to College Avenue, prior to the issuance of building permits.
8. The applicant is responsible for submitting a separate application for a Condominium Plat to the Department of City Development, subject to Common Council approval.

BE IT FURTHER RESOLVED, that in the event Safari Homes Franklin LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice

SAFARI HOMES FRANKLIN LLC – SPECIAL USE
RESOLUTION NO. 2024-_____

Page 3

to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

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

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

BE IT FURTHER RESOLVED, Pursuant to §15-9.0103G. of the Unified Development Ordinance, the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of building permits

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

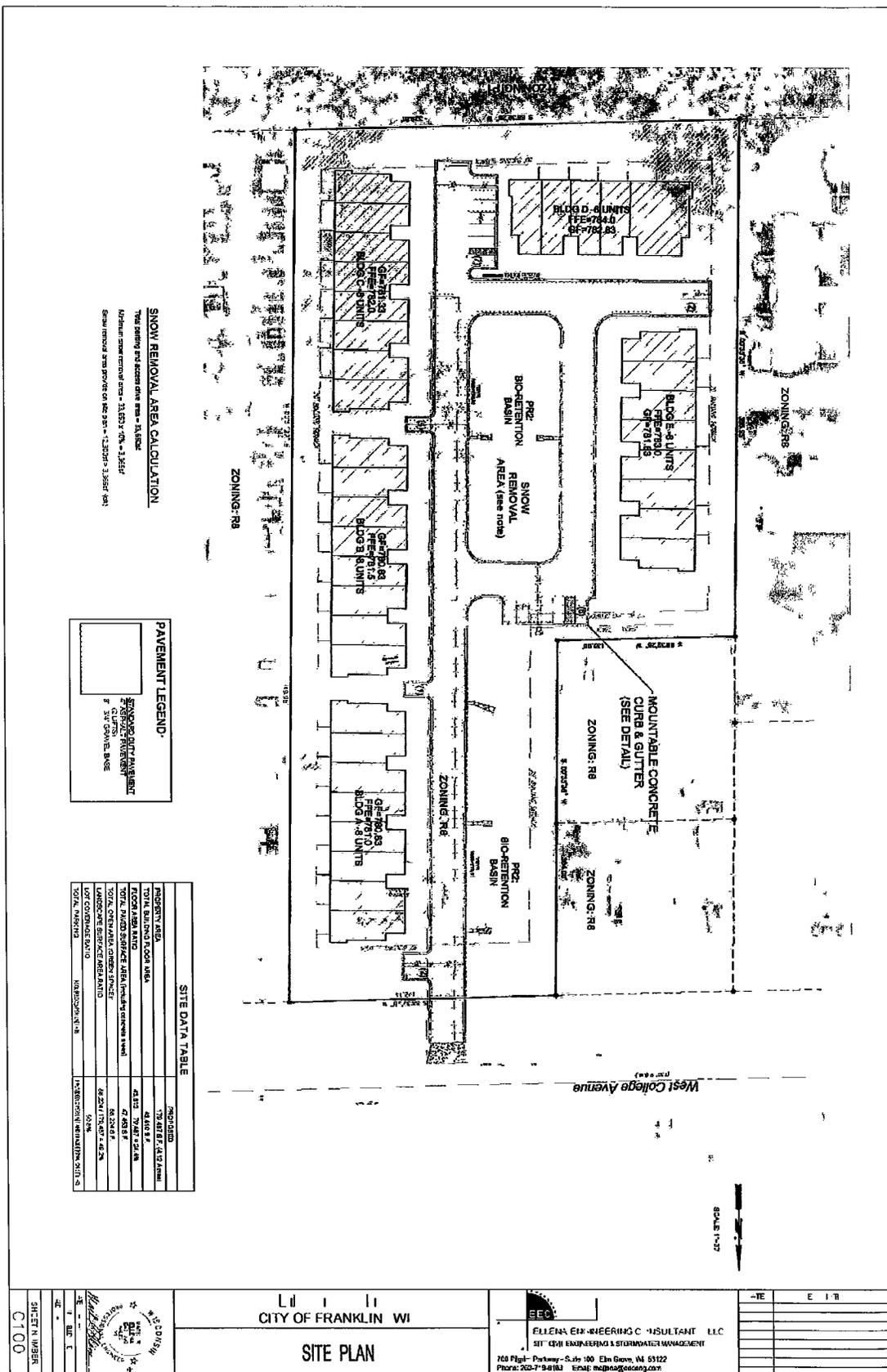
John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Exhibit A



SNOW REMOVAL AREA CALCULATION
 This setting and access area = 3,500 sq ft
 Maximum snow removal area = 33,853 sq ft x 1.25 = 42,316 sq ft
 Snow removal area provided by 240 units = 12,000 sq ft x 1.25 = 15,000 sq ft

PAYMENT LEGEND:

[Symbol]	SNOW REMOVAL PAYMENT
[Symbol]	SNOW STORAGE PAYMENT
[Symbol]	SNOW STORAGE PAYMENT
[Symbol]	SNOW STORAGE PAYMENT

SITE DATA TABLE

RESIDENT UNITS	240 UNITS
TOTAL UNIT AREA	42,316 SQ FT
SNOW STORAGE AREA	15,000 SQ FT
TOTAL SNOW STORAGE AREA	27,316 SQ FT
LANDSCAPE SERVICE AREA	12,000 SQ FT
TOTAL LANDSCAPE SERVICE AREA	12,000 SQ FT
TOTAL LANDSCAPE SERVICE AREA	12,000 SQ FT

	EILEEN ENGINEERING CONSULTANT LLC CIVIL ENGINEERING & STORMWATER MANAGEMENT 760 Pflug Parkway - Suite 100 Elin Grove, WI 53122 Phone: 262-794-8181 Email: me@eelen.com	-	E	R
CITY OF FRANKLIN WI SITE PLAN				
SHEET NUMBER C100				



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of May 9, 2024
SPECIAL USE & SITE PLAN

RECOMMENDATION: Department of City Development staff has no objections to the Special Use request to allow for multi-family residential use. However, staff does not support the request for density increase due to concerns with the “adequate public facilities” standard.

Department of City Development staff has no objections to the Site Plan provided the Special Use is recommended for approval.

Project name:	Lake Grove Place, a multifamily development
Property Owner:	M. Manzur Hassan Khan, Ali Siddiqui, Et Al
Applicant:	Safari Homes Franklin, LLC
Agent:	Gregory Schumacher. Cityscape Architecture
Property Address/TKN:	3709 W. College Avenue / 713 9996 003
Aldermanic District:	District 3
Zoning District:	R-8 Multiple-Family Residence District
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
Submittal date:	01-19-2024
Application number:	PPZ24-0013/14

INTRODUCTION

The applicant is proposing a condominium multifamily development with 38 units.

Special Use

Multifamily development in the R-8 zoning district is subject to approval of a Special Use permit. The as of right yield of this site is up to 24 dwelling units per applicant’s calculations, the applicant is requesting a density increase to allow for 38 units.

It is worth noting that a Special Use permit is required in the R-8 Multiple-Family Residence District for all residential uses: single-family, two-family or multi-family.

Site Plan

The applicant also submitted a Site Plan for five multifamily buildings and exterior improvements such as internal drives, off-street parking, landscape, outdoor lighting and stormwater management facilities.

Please note:

- Staff recommendations are *underlined and in italics*, and included in the attached resolution as conditions of approval
- Staff suggestions are only underlined, and not included in the attached resolution.

UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS

Special Use and Site Plan Applications are subject to the following provisions of the Unified Development Ordinance (UDO):

- §15-3.0701 General Standards for Special Uses
- §15-7.0102 Principles and Standards of Review, Site Plans

UDO §15-3.0702 Detailed Standards for Special Uses in Residential Districts is not applicable to multi-family developments.

General standards for Special Uses (§15-3.0701)

Summary of Standard	Staff's Finding
1. <i>Harmony with UDO and Comprehensive Plan purposes and intent.</i>	The proposed development is consistent with the comprehensive plan as this site is designated as residential-multifamily in the future land use map of the <i>City of Franklin 2025 Comprehensive Master Plan</i> . This site was previously residential single-family and designated as residential-multifamily by Ordinance No. 2017-2250.
2. <i>No Undue Adverse Impact.</i>	City Development staff does not anticipate any “undue adverse impact” to adjacent properties because the applicant is proposing landscape screening along property boundaries. Additionally, abutting properties (east and west) are also zoned R-8 and used for multifamily development (except 3715 W. College Avenue which is currently a single-family home).
3. <i>No Interference with Surrounding Development.</i>	<p>The proposed dwellings are designed to meet the maximum permitted height and minimum setbacks required in the R-8 zoning district, except for residential density.</p> <p>The site abuts Grobschmidt Park to the south, City Development staff forwarded the plans to Milwaukee County Parks for feedback. See Milwaukee County Parks comments in memorandum dated February 9, 2024: “In all, Milwaukee County Parks has no objection to the proposed development. Should plans be modified through the course of your review, please provide them to Parks for additional input.”.</p> <p><u><i>City Development staff recommends that the applicant must address comments from Milwaukee County Parks in memorandum dated February 9, 2024, to the satisfaction of Milwaukee County Parks, prior to the issuance of building permits</i></u></p>
4. <i>Adequate Public Facilities.</i>	<p>The proposed development will be served by public water supply and sanitary sewer service. It is noted that access to public water and sewer is a requirement for residential development in the R-8 zoning district per UDO Section 15-3 0209.A “District Intent”.</p> <p>Water supply: The applicant is working on getting approval of water main extension permits from the City of Milwaukee as indicated in</p>

	<p>application materials (email dated March 25, 2024). <u>City Development staff recommends that the applicant must obtain approval of watermain extension permits prior to the issuance of building permits.</u></p> <p>Sanitary sewer: subject to City of Franklin, Engineering Department’s approval. <u>City Development staff recommends that the applicant must obtain approval from the Engineering Department for grading, stormwater management, utilities and erosion control, prior to any land disturbance activity</u></p> <p>Fire protection: Per Fire Department comments: “Given existing Fire/EMS station locations and current fire department staffing levels, the cumulative effect of this and several other residential developments will pose a challenge to maintaining industry standard emergency response times to fire and medical emergencies”.</p> <p>Refuse disposal: Applicant stated that “trash will be in trash bins and kept in unit garages”. No trash dumpster is anticipated for this site.</p> <p>Schools: City Development staff forwarded this proposal to the Franklin Public Schools and received the following feedback: “Franklin Public Schools has no objection to this proposed change in density for residential housing” (January 31, 2024).</p>
<p>5. <i>No Traffic Congestion.</i></p>	<p>The proposed development would have access to College Avenue which is under Milwaukee County jurisdiction. <u>City Development staff recommends that the applicant must obtain approval from Milwaukee County for access to College Avenue, prior to the issuance of building permits</u></p> <p>The applicant has been in contact with Milwaukee County regarding the access connection but the applicant has not submitted a letter of approval to the Department of City Development.</p> <p>City Development staff didn’t request a Traffic Impact Analysis for this development.</p>
<p>6. <i>No Destruction of Significant Features.</i></p>	<p>There are no protected natural resources on site per letter submitted by the applicant.</p> <p>The wooded area in the south portion of the site is too small to meet the definition of woodland and the applicant is not proposing to impact this area anyway.</p>
<p>7. <i>Compliance with Standards.</i></p>	<p>With the exception of the requested density increase, the proposed development complies with the requirements of the R-8 Multiple-Family Residence District for multifamily development (Option 2) such as: open space ratio, building setbacks, building height, dwelling unit size, required parking, landscaping and lighting.</p>

	<p>With regards to the requested density increase, the proposed landscape plan complies with the quantity of plantings required for the proposed number of units.</p> <p>City Development staff had comments about parking, landscape, lighting and architecture. However, the applicant has addressed these comments as noted in responses to staff comments memorandum.</p>
--	---

Principles and standards of review of Site Plans (§15-7.0102)

Summary of Standard	Staff's Finding
<i>A. Conformity of Use to Zoning District.</i>	<p>Multi-family development residential use requires a Special Use permit in the R-8 zoning district.</p> <p>City Development staff has no objections to the proposed use as long as the request for density increase is granted by the Common Council following recommendation of the Plan Commission.</p>
<i>B. Dimensional Requirements.</i>	<p>The proposed development complies with the dimensional requirements for the R-8 zoning district, Option 2, set forth in UDO Table 15-3.0209A (except density).</p>
<i>C. Site Intensity and Site Capacity Calculations to be Reviewed.</i>	<p>The applicant submitted Site Intensity and Capacity Calculations, the maximum yield of this site is 24.7 dwelling units, while the applicant is proposing 38 units. This request is for consideration of the Plan Commission and the Common Council.</p>
<i>D. Use and Design Provisions.</i>	<p>The proposed development complies with off street parking requirements (UDO Division 15-5.0200), required landscaping (15-5.0300), exterior lighting (15-5.0400) and architectural standards (15-7.0802).</p> <p>The applicant has addressed City Development Department comments as noted in responses to staff comments memorandum.</p>
<i>E. Relation to Existing and Proposed Streets and Highways.</i>	<p>The proposed development would have access to College Avenue which is under Milwaukee County jurisdiction. <u>City Development staff recommends that the applicant must obtain approval from Milwaukee County for access to College Avenue, prior to the issuance of building permits</u></p>
<i>F. Impacts on Surrounding Uses.</i>	<p>City Development staff does not anticipate major adverse impacts to surrounding uses because the applicant is proposing landscape screening and the illumination levels at the site boundaries comply with the UDO.</p>
<i>G. Natural Resource Features Protection.</i>	<p>There are no protected natural resources on site.</p>

<p>H. Required Landscaping and Landscape Bufferyards.</p>	<p>Landscape bufferyard easements are not required for this development as the abutting properties are also zoned R-8.</p> <p>City Development staff reviewed the proposed landscape plans and provided comments to the applicant in memorandum dated February 9. The applicant has addressed all comments regarding the landscape plans.</p>
<p>I. Provision of Emergency Vehicle Accessibility.</p>	<p>Fire Department commented that “Parking restrictions will likely be required on the complex access roads to maintain clearance for fire apparatus / emergency vehicles”.</p> <p>The applicant responded to this comment: “signs will be placed on both sides”.</p>
<p>J. Building Location.</p>	<p>The location of proposed structures meets required building setbacks.</p> <p>Per ALTA survey dated March 26, 2024. The proposed structures would not encroach into existing easements.</p>
<p>K. Location and Design of On-Site Waste Disposal and Loading Facilities.</p>	<p>Applicant stated that “trash will be in trash bins and kept in unit garages”. No trash dumpster is anticipated for this site.</p>
<p>L. Consistency with Intent of UDO.</p>	<p>The proposed development is consistent with the intent of the R-8 zoning district (UDO Section 15-3.0209), specifically:</p> <ul style="list-style-type: none"> • It would be served by public sanitary sewer and water supply facilities • The proposed design provides open space, approx. 49% of the site.
<p>M. Consistency with Intent of Comprehensive Plan.</p>	<p>The proposed development is consistent with the comprehensive plan as this site is designated as residential-multifamily.</p>
<p>N. Determination of “Suitability” of Site.</p>	<p>Pursuant to UDO Section 15-7.0103G, City Development staff requested the applicant to submit a geotechnical report for this proposal, such report is attached to the meeting packet.</p> <p>City Development staff has no objections to the proposed development provided the applicant designs the project following the recommendations of the geotechnical engineering report dated March 28, 2024.</p>

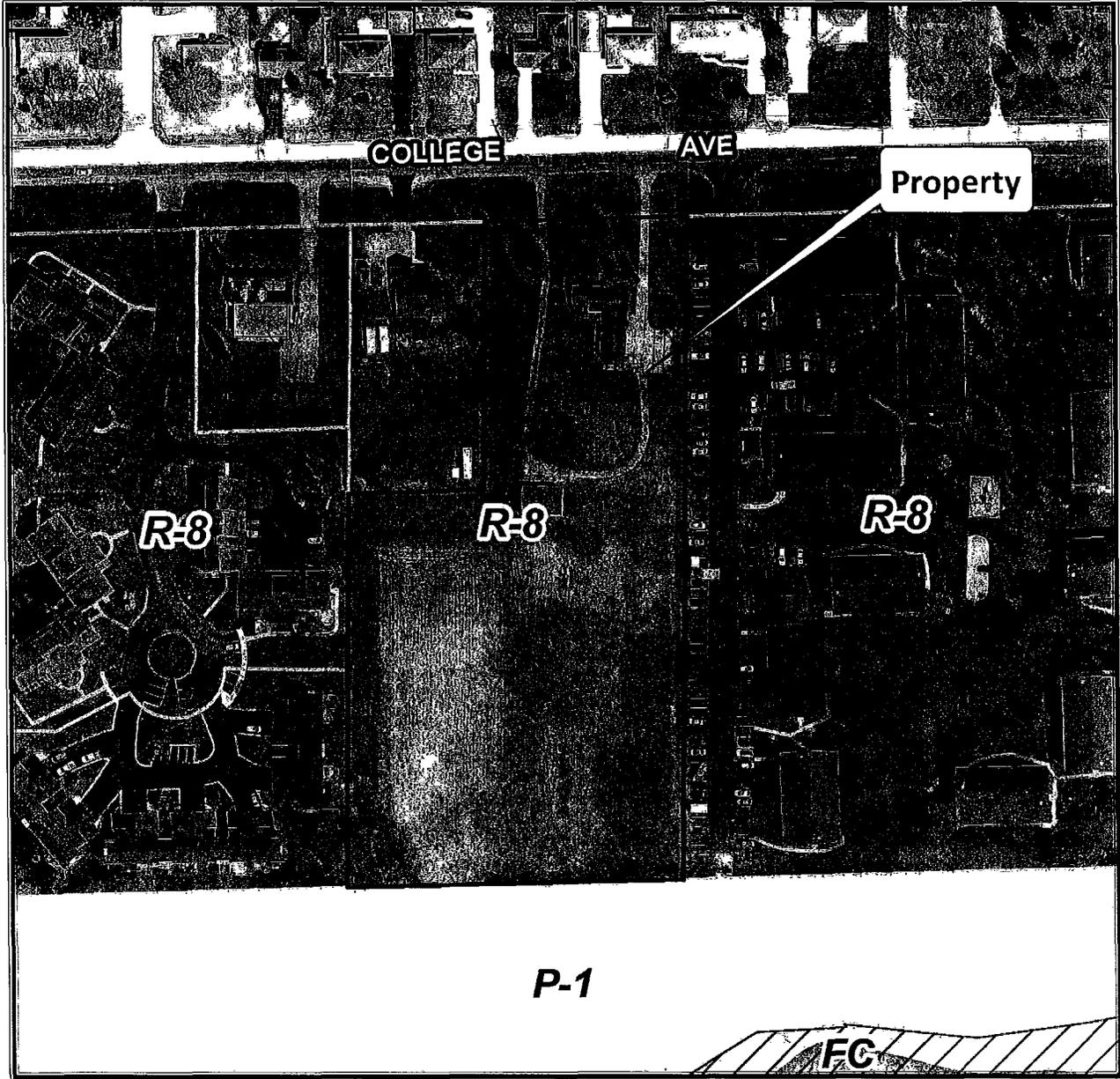
STAFF RECOMMENDATION

Special Use: Department of City Development staff has no objections to the proposed multi-family residential use. However, staff does not support the requested density increase due to concerns from the Fire Department. If the Plan Commission should recommend approval, staff recommends the following conditions of approval:

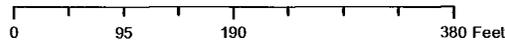
- The applicant must address comments from Milwaukee County Parks in memorandum dated February 9, 2024, to the satisfaction of Milwaukee County Parks, prior to the issuance of building permits.
- The applicant must obtain approval of watermain extension permits from the City of Milwaukee, prior to the issuance of building permits.
- The applicant must obtain approval from the Engineering Department for grading, stormwater management, utilities and erosion control, prior to any land disturbance activity.
- The applicant must obtain approval from Milwaukee County for access to College Avenue, prior to the issuance of building permits.
- The applicant is responsible for submitting a separate application for a Condominium Plat to the Department of City Development, subject to Common Council approval.

Site Plan: Department of City Development staff has no objections to the Site Plan provided the Special Use is recommended for approval.

3709 W. College Ave.
TKN 713 9996 003



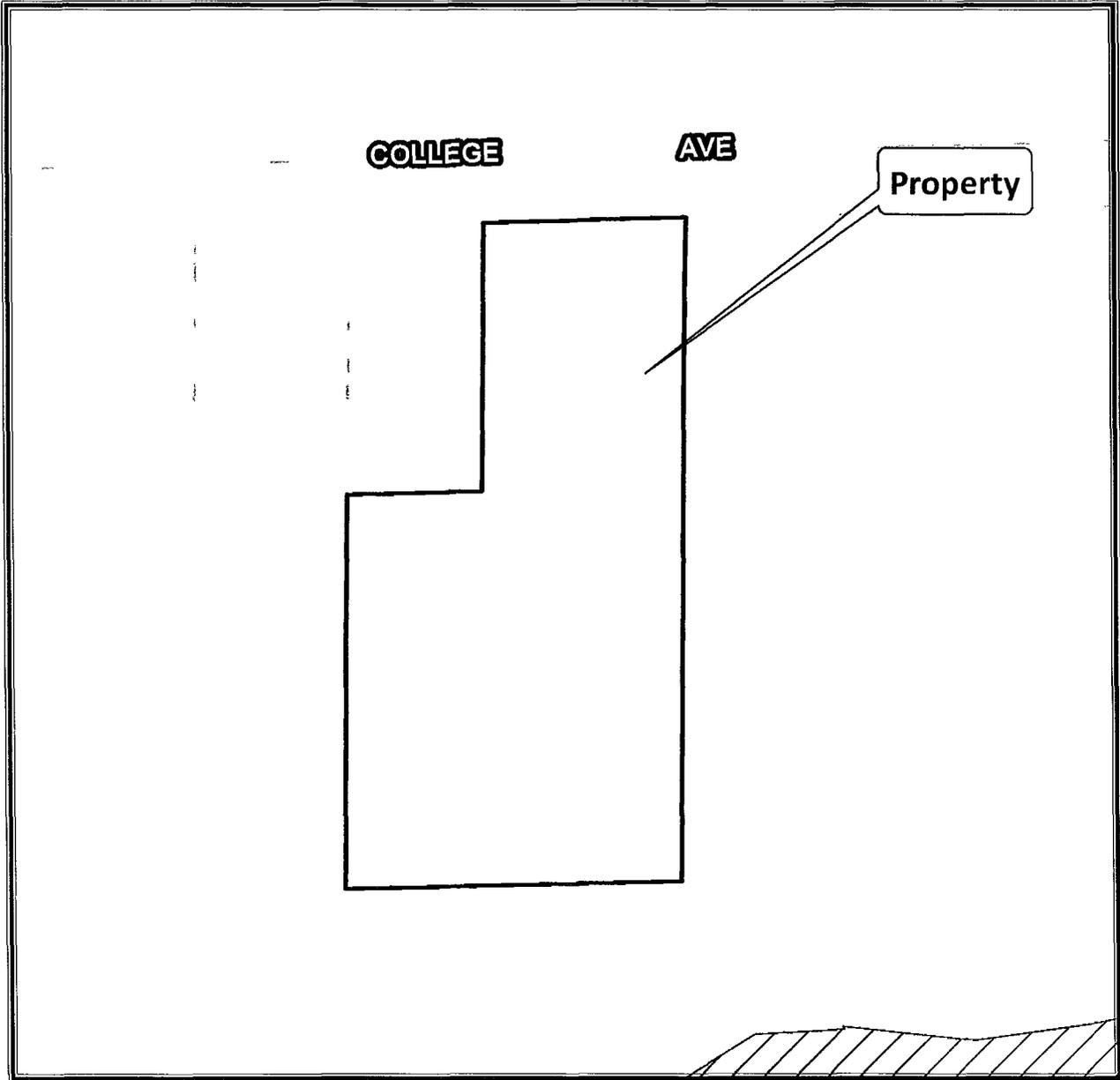
Planning Department
(414) 425-4024



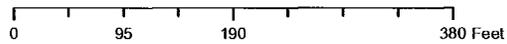
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



3709 W. College Ave.
TKN 713 9996 003



Planning Department
(414) 425-4024



2021 Aerial Photo

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

Draft [4-10-24]

RESOLUTION NO. 2024-__
A RESOLUTION APPROVING A SITE PLAN FOR LAKE GROVE PLACE,
A MULTI-FAMILY RESIDENTIAL DEVELOPMENT
(3709 W COLLEGE AVENUE)
(SAFARI HOMES FRANKLIN LLC, APPLICANT)

WHEREAS, Safari Homes Franklin LLC, having applied for site plan amendment approval for Lake Grove Place, a multi-family residential development with 38 dwelling units, at approximately 3709 W College Avenue; and

WHEREAS, the Plan Commission having reviewed the proposed multi-family residential development Site Plan and having found same to be in compliance with and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Lake Grove Place Site Plan as depicted upon and being the plans dated April 9, 2024, attached hereto and incorporated herein, be and the same is hereby approved, subject to the following conditions and restrictions:

1. The property subject to the Site Plan shall be developed in substantial compliance with and operated and maintained pursuant to the Site Plan for the Safari Homes Franklin LLC multi-family residential development (“Lake Grove Place”), plans dated April 9, 2024.
2. Safari Homes Franklin LLC, successors and assigns, and any developer of the Safari Homes Franklin LLC, multi-family residential development (“Lake Grove Place”) construction project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Safari Homes Franklin LLC multi-family residential development (“Lake Grove Place”) construction project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to 15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the Safari Homes Franklin LLC multi-family residential development (“Lake Grove Place”) construction project (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.

SAFARI HOMES FRANKLIN LLC - SITE PLAN
RESOLUTION NO. 2024-__

Page 2

4. That the Safari Homes Franklin LLC multi-family residential development (“Lake Grove Place”) construction project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.
5. This Site Plan is conditioned upon the approval of a Special Use permit for multi-family residential use and the proposed 38 dwelling units. This Resolution shall be null and void if such Special Use permit is not approved.

BE IT FURTHER RESOLVED, that the Lake Grove Place building permit shall be issued for such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this ___th day of _____.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this ___th day of _____.

APPROVED:

John R. Nelson, Chairman

ATTEST:

Shirley J. Roberts, City Clerk

AYES ___ - NOES ___ - ABSENT ___

MEMORANDUM

Date: February 9, 2024
To: Gregory Schumacher. Cityscape Architecture
From: Department of City Development
Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
RE: Staff comments for Special Use and Site Plan, Lake Grove Place by Safari Homes
3709 W College Avenue

Below are comments and recommendations for the above-referenced applications received on January 19, 2024.

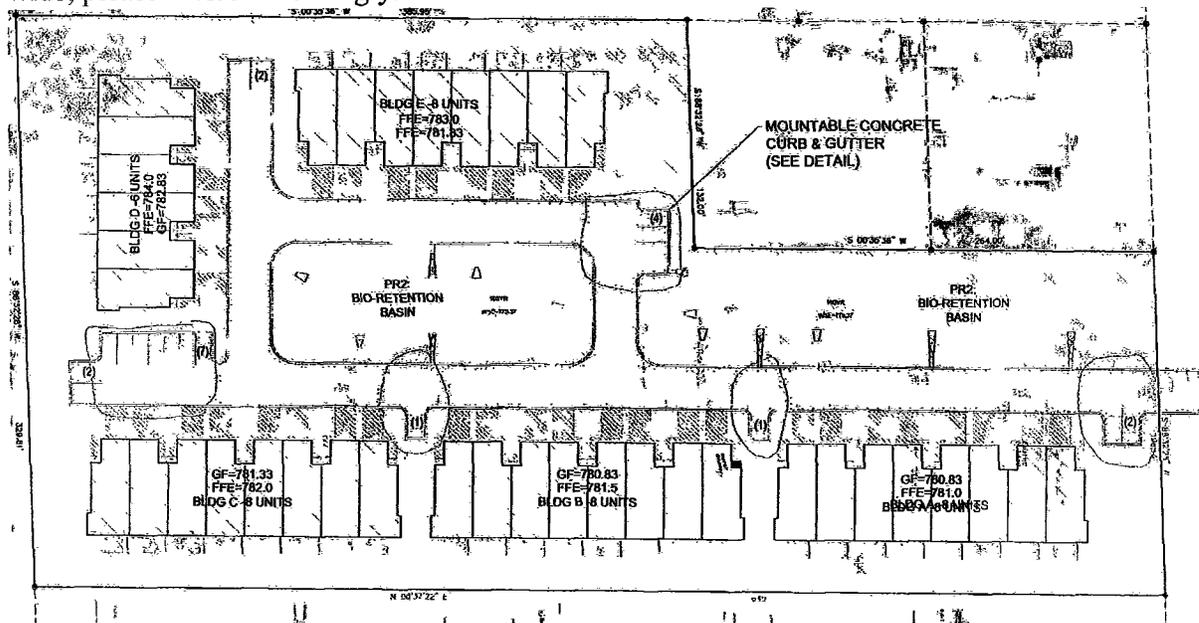
City Development Department comments

1. Pursuant to the Unified Development Ordinance (UDO) §15-7.0103 *Applications for Site Plan Review*, please add the following information to the Site Plan:
 - E. Site size. Please add site size in acres to sheet C100. DONE
 - Note that the site size in the Site Plan must match the site size in the Site Intensity and Capacity Calculations, please revise accordingly. SITE IS 4 12 ACRES
 - F. Please add vertical datum to the grading plan (sheet C200), it must be National Geodetic Vertical Datum of 1929. DONE
 - G. Soils Data. The submitted geotechnical report was prepared in 2017 for a different proposal. Please submit an updated geotechnical report for the proposed development. SEE UPDATED REPORT
 - M. Setbacks. Please add dimensions of building setbacks: front, sides and rear. DONE
 - U. Development phasing. Would this development be constructed in phases? If so, please add graphic outline of development phases. THREE PHASES – SFC PHASING PLAN SHEET G100
 - X. Easements. Please submit plat of survey with the location of existing easements. DONE – SURVEY ATTACHED IN DRAWING SET
 - Y. Access. Copies of any letters of review or permits granted by Milwaukee County for the proposed access to College Avenue.
 - Z. Existing zoning. Please label zoning district of the subject property and adjacent properties (sheet C100). DONE
 - Please delete duplicated label from building A (sheet C100). DONE
2. Special Use Standards, #4 Adequate Public Facilities (water supply). Have you received any letters of review or permits for water supply from the City of Milwaukee? IN PROCESS

Parking

3. Parking space size. Please add dimensions of typical parking space size. The proposed parking spaces are 162 square feet (9 x 18 feet). The minimum parking space size is 180 square feet per UDO §15-5.0202B, please revise accordingly. DONE

4. ADA parking. Pursuant to UDO Table 15-5.0202(I)(1), four parking spaces meeting all applicable ADA (Americans with Disabilities Act) standards are required for this development. Please indicate location of ADA parking on the site plan and quantity in the site data table. See the referenced table for information on minimum dimensions, location and signage required for ADA parking. DONE
5. Parking aisles. Pursuant to UDO Table 15-5.0204, the minimum width is 45 feet for parking spaces and aisles with single row and 90° angle spaces. The proposed design is approx. 41-foot wide, please revise accordingly. DONE



6. Snow storage plan required. Pursuant to UDO 15-5.0210B, please submit a snow storage plan, see UDO §15-5.0210 (attached) for plan requirements and standards. DONE

Landscape

7. For shade trees, there must be at least 4 species planted with at least 10 plantings per species. Please adjust your quantity of species and plantings to comply. (UDO 15-5.0302F) DONE
8. For Evergreen trees, there must be at least 4 species (both spruces are one species), with at least 6 plantings per species. Please reflect these changes within your landscape plan. (UDO 15-5.0302F) DONE
9. For Shrubs, there must be at least 4 species with at least 10 plantings per species. Please add one more species to your landscape plan. (UDO 15-5.0302F) DONE
10. Is there a plan to have open areas not covered by plantings? If so, open areas must be covered by grass and the areas must be depicted in the landscape plan. (UDO 15-5.0302G.1) DONE
11. Please change out the Valley Forge American Elm on the north side of the property near College Avenue. (UDO 15-5.0302H.2) DONE

12. Please relocate the Autumn Fantasy Maple located on the north side of the property near College Avenue, so the planting does not obscure vehicular sight lines. (UDO 15-5.0302H.3) DONE
13. Are you planning on providing an irrigation system? Please note that a permanent, on-site, outdoor water supply (underground or drip irrigation, hose bibs, etc.) that provides complete coverage to all new living landscaped areas is required. (UDO 15-5.0303D) HOSE BIBBS WILL BE PROVIDED AT BULIDINGS

Outdoor Lighting

14. R-8 Zoning allows a maximum 20 feet mounting height for lighting. Please revise your mounting heights in your lighting plan. (UDO 15-5.0401C) DONE
15. Is there any lighting attached to the proposed buildings? If so, please include this in your revised lighting plan and cut sheets. DONE

Architecture

16. Building elevations with a singular exterior material. Pursuant to UDO 15-7.0802G, please revise the rear and side building elevations to provide some additional architectural design element(s), such as siding design and accent panels or other architectural design consistent with the front building elevation. DONE
17. Building elevations (sheet A200). Please add color names or descriptions to lap siding (exterior material 1). If multiple colors used, please label each color and/or submit colored building elevations. DONE
18. Exterior material samples. Pursuant to UDO 15-7.0803A.8, please submit one sample for each color of lap siding (exterior material 1). DONE
19. Any proposed metal furnace vents? If so, please submit plans attesting compliance with UDO 15-7.0802I. NONE

Miscellaneous

- 20 Are you planning to have a trash dumpster on site? If so, please note that enclosures are required per UDO §15-3.0803I. NO, TRASH WILL BE IN TRASH BINS AND KEPT IN UNIT GARAGES
21. Any roof-mounted mechanical equipment? If so, please submit a sight line diagram from College Avenue. NONE
22. Have you contacted the U.S. Postal Service about your project? Is a cluster mailbox required for your project? If so, please indicate location. MAILBOX LOCATION SHOWN ON PLAN
- 23 The project narrative states “Five buildings will have eight units and one building will have six units” (first paragraph) but the Site Plan (sheet C100) depicts four buildings with 8 units and one building with six units, please clarify. NARRITIVE HAS BEEN UPDATFD

Separate approvals and fees

24. Any proposed signs? Please note that separate approvals with the Department of City Development are required for signs. THERE WILL BE A MOUMENT SIGN, AND WILL BE SUBMITTED AT A LATER DATE
25. Please note that condominium plats require a separate approval, application form attached. WILL BE SUMIBTTED AT A LATER DATE
26. Please be aware of City impact fees. The impact fee schedule can be found on the City's website at <https://www.franklinwi.gov/Departments/Inspection-Services/Impact-Fees.htm>.
27. Please note that stormwater, grading, erosion control and utility plans are subject to separate review and approval by the Engineering Department.

Suggestions (not specifically required by the UDO)

28. City Development staff suggests installing "no parking" signs on both sides of the internal drive to maintain clearance for emergency vehicles based on the comment below from the Fire Department. SIGNS WILL BE PLACED ON BOTH SIDES

Fire Department comments

- 1 *Given existing Fire/EMS station locations and current fire department staffing levels, the cumulative effect of this and several other residential developments will pose a challenge to maintaining industry standard emergency response times to fire and medical emergencies*
2. *Parking restrictions will likely be required on the complex access roads to maintain clearance for fire apparatus / emergency vehicles*

Engineering Department comments

- 1) *The engineering department has no objection to the applicant's request*
- 2) *Engineering plans are under review*
- 3) *Approvals from Milwaukee County are required as this project is fronting W College Ave (CTH ZZ) right of way*
- 4) *Water main on W College Ave (CTH ZZ) belongs to City of Milwaukee, connection to water main must be approved by City of Milwaukee*
- 5 *SEE MILWAUKEE APPROVAL FOR OFFSITE STORM – CITY MEETING FOR 35TH FIRST*

Inspection Services Department comments

Structure shall be designed and constructed in accordance with the Wisconsin Commercial Building Code including our initial concern that the building meets the separation requirements in Table 602 PER CONVERSTATIONS WITH INSPECTION DEPARTMENT (Justin Ligocki) THIS PROJECT WILL BF SUBMITTTD UNDER THE UDC

Milwaukee County Parks comments

Thank you for providing this information to Milwaukee County Parks for review We appreciate that stormwater management is being handled on site with overflows directed north, away from the park. We offer the following minor comments

- *The grading plans show a spillway to the east neighbor, is that intentional?SEE UPDATED CIVIL DRAWINGS*
- *Parks would recommend monumenting the project corners, to clarify property extents and providing an easy means for verification over time*
- *It is assumed that parkland will be protected through silt/construction fencing over the course of construction*

In all, Milwaukee County Parks has no objection to the proposed development Should plans be modified through the course of your review, please provide them to Parks for additional input

For more information, please contact Sarah Toomsen Sarah.Toomsen@milwaukeecountywi.gov

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: _____
 STAMP DATE city use only

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME M Manzur Hassan Khan, Ali Siddiqui, Et Al		NAME Gregory Schumacher	
COMPANY Safari Homes, Franklin		COMPANY Cityscape Architecture	
MAILING ADDRESS 3709 College Avenue		MAILING ADDRESS 13700 West Greenfield Av	
CITY/STATE Franklin, WI ZIP 53132		CITY/STATE Brookfield, WI ZIP 53005	
PHONE (414) 595-7486		PHONE (262) 370-5865	
EMAIL ADDRESS manzur hassan khan@gmail com		EMAIL ADDRESS greg@cityscapearchitecture com	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 3709 College Av	TAX KEY NUMBER 713-9996-003
PROPERTY OWNER M Manzur Hassan Khan, Ali Siddiqui, Et Al	PHONE (414) 595-7486
MAILING ADDRESS 709 College Avenue	EMAIL ADDRESS manzur hassan khan@gmail com
CITY/STATE Franklin, WI ZIP 53129	DATE OF COMPLETION office use only

APPLICATION TYPE

Please check the application type that you are applying for

- Concept Review
 Comprehensive Master Plan Amendment
 Planned Development District
 Rezoning
 Special Use / Special Use Amendment
 Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application)

- I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE
NAME & TITLE GREG SCHUMACHER AGENT FOR OWNER DATE 1-5-24	NAME & TITLE GREG SCHUMACHER AGENT FOR APPLICANT DATE 1-5-24
PROPERTY OWNER SIGNATURE 	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE GREG SCHUMACHER AGENT FOR OWNER DATE 1-5-24	NAME & TITLE GREG SCHUMACHER, ARCHITECT DATE 1-5-24

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$250 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 ½" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of way, natural resources/green space and drainage issues/concerns, etc.])
 - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials

COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$6,000 New PDD
 - \$3,500 PDD Major Amendment
 - \$500 PDD Minor Amendment
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc (See Sections 15 7 0101, 15-7 0301, and 15 5 0402 of the UDO for information that must be denoted or included with each respective plan)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - PDD and Major PDD Amendment requests require Plan Commission review a public hearing, and Common Council approval
 - Minor PDD Amendment requests require Plan Commission review and Common Council approval

REZONING

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,250
 - \$350 one parcel residential
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
 - Requires a Class II Public Hearing notice at Plan Commission

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,500 New Special Use > 4000 square feet
 - \$1,000 Special Use Amendment
 - \$750 New Special Use < 4000 square feet
- Word Document legal description of the subject property
- One copy of a response to the General Standards, Special Standards, and Considerations *found in Section 15-3 0701(A), (B), and (C) of the UDO available at www.franklinwi.gov*
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", *The submittal should include only those plans/items as set forth in Section 15 7 0101, 15 7 0301 and 15 5 0402 of the UDO that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc*
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Three (3) project narratives, *including description of the proposed text amendment*
 - Requires a Class II Public Hearing notice at Plan Commission
 - The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov

LAKE GROVE PLACE by Safari Homes Franklin

LOCATION: 3709 West College Avenue, Franklin, Wisconsin

LEGAL DESCRIPTION:

Taken from Plat of survey dated January 19, 2022

Survey No. 113459

Parcel 1 of **CERTIFIED SURVEY MAP NO. 6537**, being part of the Northeast 1/4 of the Northwest 1/4 of Section 1, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin excepting therefrom the following: Beginning at the southeast corner of Parcel 2 as recorded in said Certified Survey Map No. 6537; thence South 88° 32' 26" West along the southerly line of said Parcel 2, 132.00 feet to the southwest corner of said Parcel 2; thence South 00° 35' 36" West along the westerly line of said Parcel 1, 136.00 feet; thence North 88° 32' 28" East 132.00 feet, thence North 00° 35' 36" East 136.00 feet to the place of beginning. Containing a net area of 4.1204 acres or 179,487 square feet or land.

DIVISION 15-3.0700 SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701 GENERAL STANDARDS FOR SPECIAL USES

A. ***General Standards.*** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response:

Lake Grove Place is a multi-family residential development that meets the residential use and specific purpose of the R-8 zoning district as intended and is in harmony with the City of Franklin Comprehensive Master Plan.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response.

Lake Grove Place will not cause any undue adverse effect since the development is in keeping with the R-8 zoning district and is surrounded by developments of the same use and character. Safari Homes Franklin has met with neighboring multi-family developments and has received favorable approval for this development. The storm water management plan was designed to minimize the run-off to the neighbor to the east by directing water to College Avenue per Milwaukee County approval. Neighboring multi-family development on the west will be offered a solution for relief from storm water issues that have developed on their lot by sizing and allowing access to detention facilities on Lake Grove Place property if they choose.

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response:

Lake Grove Place will be arranged and designed with similar scale, layout, and operation as adjacent multi-family developments. This proposed development meets intended residential use and setbacks as required per zoning requirements. This development will not dominate the immediate vicinity as adjacent developments are similar or larger developments and perhaps more in keeping than the single-family home that will be replaced on the south side of West College Avenue.

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police, and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities

Response

Lake Grove Place will be served adequately by public facilities, listed above since it does not deviate from the intended use for which the City of Franklin has anticipated when planning zoning districts. Refuse disposal will be contracted as needed by a private contractor and will not require additional support of the city or county.

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response:

Lake Grove Place will only have one access point off of West College Avenue and do not connect into neighboring developments and residential streets. The access point will be substantially located away from intersection at West College Ave and South 35th street, thus not causing any congestion at access points to neighboring properties.

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response:

Southwest corner and entire west lot line of property has the only significant natural, or scenic feature. The development proposes to keep these areas intact and undisturbed since it primarily exists in the required setback areas. Building elevations and location will be located and designed to minimize disturbance to grade and partial tree line in this area. Landscaping plantings will be provided as needed to meet the landscaping requirements and to enhance the aesthetic nature of the site.

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response

Lake Grove Place as designed will comply with applicable requirements of the district. Currently, no additional standards have been imposed, but any recommendation by Planning Commission/Common Council will be considered and will comply if necessary.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response.

Lake Grove Place is in the R-8 zoning district which does not require special standards as listed in Section 15-3.0702. Section 15-3.0703 only applies to non-residential districts, therefore does not apply to this proposed development.

C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response:

Lake Grove Place will contribute to the welfare of the community by providing home ownership with care-free suburban living for median income families in an area zoned for multi-family housing, keeping proposed use in area of Franklin as designated. By providing family homes, this development could contribute to increasing the population of Franklin, which has been declining by approximately 2% in most per www.census.gov.

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response:

Lake Grove Place will be located in R-8 zoning district which is designated as multi-family residential which is appropriate for primary use, therefore no other area would be deemed appropriate.

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Response:

Steps have been taken for Lake Grove Place to minimize adverse effects to the immediate vicinity. The storm water management plan was designed to minimize the run-off to the neighbor to the east by directing water to College Avenue per Milwaukee County approval. Neighboring multi-family development on the west will be offered a solution for relief from storm water issues that have developed on their lot by sizing and allowing access to detention facilities on Lake Grove Place property if they choose. Building unit design is appropriate in size, scale, and design to fit in the area appropriately and site design is intended to enhance privacy to neighbors while providing aesthetic appeal for suburban feel of the community.

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

Response:

Lake Grove Place will not establish or encourage incompatible uses since the primary use meets the allowed use of the R-8 Multi-family Residential District.

LAKE GROVE PLACE by Safari Homes Franklin

3709 WEST COLLEGE AVENUE, FRANKLIN, WI

The proposed condominium development for 3709 W College Avenue, Franklin, WI will be thirty-eight condominium units. Four buildings will have eight units and one building will have six units. Each building will be a two-story, wood frame construction with slab-on-grade with continuous frost wall foundation. Units will be built with Type A, 1 hour-rated unit separation UL U305, STC 60 (45 min dwelling separation required per SPS 321.08) between two adjacent units with Type B fire wall 1 hour rated exterior wall UL 305 (45 min dwelling separation required per SPS 321.08) between each 2-unit assemblies, thus creating construction type omitting the need for sprinklers and utilizing building code requirements that meet Wisconsin Uniform Dwelling Code.

We are requesting approval to exceed the gross and net density allowed in R-8 Multi-Family Residence district by 13.28 units per Table 15-3 0504 using Option 2 of R-8 zoning, (using net buildable site area calculated as follows, 4.12 acres – 1.03 acres = 3.09 acres x 8 = 24.72 allowed, requesting additional 13.28 units for a total of 38 units) Proposed site development meets setback requirements and building height maximum per Table 15-3 0209A. Per Civil drawings, C100 Site Data table indicates the Open Space Ratio (landscaped green space) of proposed site development is 49.2%, far exceeding the 25% minimum required per Option 2 of the R-8 zoning. Note: Building Coverage Maximum is not applicable in the R-8 zoning district for multi-family building type proposed.

The development will target middle income families with children and people who prefer a hassle-free condominium lifestyle with an urban type suburban feel. Each condominium unit will be two stories with three bedrooms and 2.5 bathrooms with 1 ½ - car garage. (Square footage of units meet the

- Ten end units consisting of 786 s f on first floor, 894 s f on second floor with 385 s f. garage for a total unit size of 2065 s f.
- Twenty-eight internal units will be 761 s f on the first floor, 894 s f on second floor with 385 s f garage for a total unit size of 2040 s f.
- Proposed unit square footage meets the minimum living area required for more than two dwelling units per building as required per Table 15-3 0209B.
- Each unit will have a private driveway in front of the garage providing space for two cars per unit: one garage space and one surface space.
- Each unit will have a private terrace at the rear with a privacy fence between units and landscaping to provide privacy from neighboring developments.
- Unit features will incorporate modern kitchens with Energy Star appliances, quality finishes, plumbing and lighting to meet the style and needs of the homeowner.
- Projected sale cost of condominiums to be \$400,000 per unit.

The exterior will be prefinished composite lap siding with 6" exposure with varying colors and bump-out extensions to add aesthetic appeal. Slope roofs at garages and 1-story portions of end units will be prefinished standing seam metal roofs. A two-story portion of buildings will be "flat" EDPM roofs with parapet walls designed to hold 4" of rainwater to control storm water flow to building roof drains, thus engineered to slow the rate of storm water flow directly piped to the detention ponds. Recreation area for homeowners and families to include sand volleyball courts at open space at detention pond areas to that are needed for storm water management.

Lake Grove Place Homeowner's Association will be established to provide property management by a third-party contractor for landscaping maintenance, snow removal for all public spaces, and individual trash removal and recycling at each individual unit. Parking to meet zoning requirement of 2.5 parking spaces per unit (38 units x 2.5 = 95 spaces required). Two parking spaces for each unit = 76 parking spaces + 19 additional guest parking spaces for a total of 95 spaces required.

Safari Homes Franklin has met with neighboring multi-family developments and has received favorable approval for this development. They intend to serve as a good neighbor to adjacent multi-family home developments by designing storm water management plans to minimize the run-off to the neighbor to the east by directing water to College Avenue per Milwaukee County approval. Neighboring multi-family development on the west will be offered a solution for relief from storm water issues that have developed on their lot by sizing and allowing access to detention facilities on Lake Grove Place property if they choose.

Safari Homes Franklin, as developers of Lake Grove Place intend to provide a quality development that will be an asset to the City of Franklin, WI and contribute to the community success.

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: _____
 STAMP DATE city use only

PLAN COMMISSION REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME M Manzur Hassan Khan Ali Siddiqui Et Al	NAME Gregory Schumacher
COMPANY Safari Homes, Franklin	COMPANY Cityscape Architecture
MAILING ADDRESS 3709 W College Avenue	MAILING ADDRESS 13700 West Greenfield Av
CITY/STATE Franklin WI 53132	CITY/STATE Brookfield WI 53005
PHONE (414) 595-7486	PHONE (262) 370-5865
EMAIL ADDRESS manzur hassan khan@gmail.com	EMAIL ADDRESS greg@cityscapearchitecture.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 3709 College Av	TAX KEY NUMBER 713-9996-003
PROPERTY OWNER M Manzur Hassan Khan Ali Siddiqui Et Al	PHONE (414) 595-7486
MAILING ADDRESS 3709 W College Avenue	EMAIL ADDRESS manzur hassan khan@gmail.com
CITY/STATE Franklin, WI 53132	DATE OF COMPLETION office use only

APPLICATION TYPE

Please check the application type that you are applying for

Building Move Sign Review Site Plan / Site Plan Amendment Temporary Use

Most requests require Plan Commission review and approval

Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application)

I, the applicant, certify that I have read the following page detailing the requirements for plan commission approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE
NAME & TITLE GREG SCHUMACHER AS AGENT FOR OWNER 1-5-24	NAME & TITLE GREG SCHUMACHER AS AGENT FOR APPLICANT 1-5-24
PROPERTY OWNER SIGNATURE 	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE GREG SCHUMACHER AS AGENT FOR OWNER 1-5-24	NAME & TITLE GREG SCHUMACHER, ARCHITECT 1-5-24

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

BUILDING MOVE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, drawn to scale copies (at least 8 ½ " X 11") of the plat of survey, showing the proposed building placement at the new location, indicate setbacks from property lines and locations of driveways and access points
NOTE Single-Family homes require an attached 2 car garage
 - Three (3) copies of color photographs of the building's current elevations
- Other items as may be required for specific applications, per a city planner
- Email or flash drive with all plans / submittal materials
 - Applications for a Building Move are governed by the City of Franklin Municipal Code Chapter 92 2 (A) and the Wisconsin Uniform Building Code

SIGN REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$40 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) colored copies of the sign elevations, drawn to scale not less than ½" = 1' Plans shall be folded to a maximum size of 9" X 12". The elevations should denote the sign dimension and area Identify the colors, materials, finishes and lighting method (if applicable)
 - Three (3) scaled copies of the Site Plan, showing the location of the proposed signage relative to (1) any existing or proposed structures, (2) parking stalls and/or driveways, (3) proposed landscaping and outdoor lighting, (4) the setback distance from the street right-of way at the proposed location, (5) height of sign above the finished grade, and (6) the vision triangle distances described in Section 15 5 0201 of the Unified Development Ordinance
- Email or flash drive with all plans / submittal materials
 - Required for signage in Planned Development Districts (PDD) No 7 and 18 Additional materials / copies may be required for board/commission meetings
 - Permits for construction are REQUIRED after approval Contact Inspection Services (414 425-0084) for permit processes

SITE PLAN / SITE PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - Tier 1 \$2000
 - Tier 2 \$1000 (lot size ≤ 1 acre)
 - Tier 3 \$500 (≤ 10% increase or decrease in total floor area of all structures with no change to parking or change to parking only)
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, drawn to scale copies (at least 24" X 36") of the Site Plan / Site Plan Amendment package The submittal should include only those plans/items as set forth in Section 15 7 0103, 15 7 0301, and 15 0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan Outdoor Lighting Plan Natural Resource Protection Plan, Natural Resource Protection Report, etc.)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required

TEMPORARY USE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$50 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narrative
 - Three (3) folded, scaled copies, of the Site Plan, see section 15 3 0804 of the UDO for information that must be denoted on each respective plan
- Email or flash drive with all plans / submittal materials
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required
 - Submittal of Application for review is not a guarantee of approval Approval of Temporary Use does not exclude potential requirement for additional licenses or permits For information on other licenses or permits that may be required, contact the City Clerk's office at (414) 425 7500, the Health Department at (414) 425 9101, and Inspection Services at (414) 425-0084

LAKE GROVE PLACE by Safari Homes Franklin

LOCATION: 3709 West College Avenue, Franklin, Wisconsin

LEGAL DESCRIPTION:

Taken from Plat of survey dated January 19, 2022

Survey No. 113459

Parcel 1 of **CERTIFIED SURVEY MAP NO. 6537**, being part of the Northeast 1/4 of the Northwest 1/4 of Section 1, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin excepting therefrom the following: Beginning at the southeast corner of Parcel 2 as recorded in said Certified Survey Map No. 6537, thence South 88° 32' 26" West along the southerly line of said Parcel 2, 132.00 feet to the southwest corner of said Parcel 2; thence South 00° 35' 36" West along the westerly line of said Parcel 1, 136.00 feet; thence North 88° 32' 28" East 132.00 feet; thence North 00° 35' 36" East 136.00 feet to the place of beginning. Containing a net area of 4.1204 acres or 179,487 square feet or land.

LAKE GROVE PLACE by Safari Homes Franklin

3709 WEST COLLEGE AVENUE, FRANKLIN, WI

The proposed condominium development for 3709 W. College Avenue, Franklin, WI will be thirty-eight condominium units. Four buildings will have eight units and one building will have six units. Each building will be a two-story, wood frame construction with slab-on-grade with continuous frost wall foundation. Units will be built with Type A, 1 hour-rated unit separation UL U305, STC 60 (45 min dwelling separation required per SPS 321.08) between two adjacent units with Type B fire wall 1 hour rated exterior wall UL 305 (45 min dwelling separation required per SPS 321.08) between each 2-unit assemblies, thus creating construction type omitting the need for sprinklers and utilizing building code requirements that meet Wisconsin Uniform Dwelling Code.

We are requesting approval to exceed the gross and net density allowed in R-8 Multi-Family Residence district by 13.28 units per Table 15-3 0504 using Option 2 of R-8 zoning, (using net buildable site area calculated as follows, 4.12 acres – 1.03 acres = 3.09 acres x 8 = 24.72 allowed, requesting additional 13.28 units for a total of 38 units). Proposed site development meets setback requirements and building height maximum per Table 15-3 0209A. Per Civil drawings, C100 Site Data table indicates the Open Space Ratio (landscaped green space) of proposed site development is 49.2%, far exceeding the 25% minimum required per Option 2 of the R-8 zoning. Note: Building Coverage Maximum is not applicable in the R-8 zoning district for multi-family building type proposed.

The development will target middle income families with children and people who prefer a hassle-free condominium lifestyle with an urban type suburban feel. Each condominium unit will be two stories with three bedrooms and 2.5 bathrooms with 1 ½ - car garage. (Square footage of units meet the

- Ten end units consisting of 786 s f on first floor, 894 s f on second floor with 385 s f garage for a total unit size of 2065 s f
- Twenty-eight internal units will be 761 s f on the first floor, 894 s f on second floor with 385 s f garage for a total unit size of 2040 s f
- Proposed unit square footage meets the minimum living area required for more than two dwelling units per building as required per Table 15-3 0209B
- Each unit will have a private driveway in front of the garage providing space for two cars per unit one garage space and one surface space
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- Unit features will incorporate modern kitchens with Energy Star appliances, quality finishes, plumbing and lighting to meet the style and needs of the homeowner
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Safari Homes Franklin, as developers of Lake Grove Place intend to provide a quality development that will be an asset to the City of Franklin, WI and contribute to the community success.

LAKE GROVE PLACE BY SAFARI HOMES FRANKLIN

3709 WEST COLLEGE AVENUE
FRANKLIN, WI

§ 15-3.0502 Calculation of Base Site Area.

The base site area shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used in development in the City of Franklin as referenced in § 15-3.0501 of this Ordinance.

Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development	
STEP 1:	Total area of gross site area (as determined by a plat or a professional survey of the property) 4.12 ac.
STEP 2:	Subtract area which constitutes areas dedicated to public use, rights of way and other areas of any other public utility, any other area dedicated to public use and other areas. 0 ac.
STEP 3:	Subtract area which is occupied by any other adjacent property or land reserved for public use. 0 ac.
STEP 4:	In the case of Site Specific Capacity Calculation, to apply the above to use subtract the above used for the general use. In the case of Site Specific Capacity Calculation, to apply the above to use subtract the above used for the general use. 0 ac.
STEP 5:	Final Base Site Area 4.12 ac.

January 18, 2024

Gregory A. Schumacher
13700 W Greenfield Avenue
Brookfield, WI 53005

RE Safari Homes
3709 W College Avenue
Franklin, Wisconsin
Natural Resource Protection Plan (NRPP)

Dear Mr Schumacher.

Pursuant to the requirements of the City of Franklin, Wisconsin, I offer the following with respect to the parcel identified above:

Natural Resource

Steep Slopes: There is a total drop of about five (5) feet from the north to the south fo the parcel There are no slopes greater than 10% (1' vertical drop in 10' linear feet) on this parcel

Woodlands & Forest: As depicted on the NRPP (Sheet L1 0 of the Landscape Plan submittal), there are no areas of vegetation that meet the definition of Mature or Young Woodlands, as outlined in the Franklin Zoning Ordinance.

Lakes & Ponds: There are no identified lakes or ponds on any survey material used in preparation of the NRPP

Streams: There are no identified streams on any survey material used in preparation of the NRPP

Shore Buffer: There are no identified shore buffer on any survey material used in preparation of the NRPP

Floodplains: There are no identified floodplains on any survey material used in preparation of the NRPP

Wetland Buffers: There are no identified wetland buffers on any survey material used in preparation of the NRPP

Wetlands & Shoreland Wetlands There are no identified wetlands or shoreland buffers on any survey material used in preparation of the NRPP

P O Box 1359
Lake Geneva Wisconsin 53147

ph 262 639 9733
m 414 614 9733

david@wdavidheller.com
www.wdavidheller.com

Registered Landscape Architects

Schumacher, Greg
Page 2
January 18, 2024

Futher, Table 15-3 0503 "Worksheet For the Calculation of Resource Protection Land" has been added to the plan sheet L1 0 (Natural Resource Protection Plan) for this project, with a revision date of January
Should you have any quesions on any of these materials, I would be happy to speak with you personally

Thank you in advance for your consideration

Very Truly Yours,



W. David Heller, ASLA
Registered Landscape Architect WI- 438-014

Dh/wdh

P O Box 1359
Lake Geneva Wisconsin 53147

ph 262 639 9733
m 414 614 9733

david@wdavidheller.com
www.wdavidheller.com

Registered Landscape Architects

LAKE GROVE PLACE BY SAFARI HOMES FRANKLIN

3709 WEST COLLEGE AVENUE
FRANKLIN, WI

Table 15-3.0503

Worksheet for the Calculation of Resource Protection Land

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
	Steep Slopes				
10-19%	0.00	0.60	0.40	X 0	0
				=	
20-30%	0.05	0.75	0.70	X 0	0
				=	
+30%	0.90	0.85	0.80	X 0	0
				=	
Woodlands & Forests					
Mature	0.0	0.70	0.70	X 0	0
				=	
Young	0.50	0.50	0.50	X 0	0
				=	
Lakes & Ponds	1			X 0	0
				=	
Stream	1			X 0	0
				=	
Core Buffer	1			X 0	0
				=	
Floodplain				X 0	0
				=	
Wetland Buffers				X 0	0
				=	
Wetlands Semi-aquatic				X 0	0
				=	
TOTAL RESOURCE PROTECTION LAND					0.0
Total Acres of Land in Resource Feature Protected					

LAKE GROVE PLACE BY SARARI HOMES FRANKLIN

3709 W. COLLEGE AVE
FRANKLIN, WI

☑ § 15.3.0504 Calculation of Site Intensity and Capacity for Residential Uses.

In order to determine the maximum number of dwelling units which may be permitted on a piece of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15.3.0504 shall be performed.

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE Take Base Site Area (from Step 5 in Table 15.3.0502), <u>4.12 acres</u> Multiply by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard) X <u>.25 per option 2</u> Equal: MINIMUM REQUIRED ON-SITE OPEN SPACE =	1.03 acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take Base Site Area (from Step 5 in Table 15.3.0502), <u>4.12 acres</u> Subtract Total Resource Protection Land from Table 15.3.0503, or Minimum Required On-Site Open Space from Step 1 above, whichever is greater: <u>1.03 acres</u> Equal: NET BUILDABLE SITE AREA =	3.09 acres
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE: Take Net Buildable Site Area (from Step 2 above), <u>3.09 acres</u> Multiply by Maximum Net Density (ND) (see specific residential zoning district ND standard) X <u>8 units per option 2</u> Equal: MAXIMUM NET DENSITY YIELD OF SITE =	24.72 DUs
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE: Take Base Site Area (from Step 5 of Table 15.3.0502), <u>4.12 acres</u> Multiply by Maximum Gross Density (GD) (see specific residential zoning district GD standard) X <u>8 units per option 2</u> Equal: MAXIMUM GROSS DENSITY YIELD OF SITE =	32.96 DUs
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE: Take the lower of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above) =	24.72 DUs

Requesting to exceed maximum units allowed by 13.28 units
(38 units proposed - 24.72 units allowed = 13.28 units)

March 28, 2024



Ron Issleb, LEED AP
Senior Project Manager
Khalek Building Services
3834 E Puetz Road
Oak Creek, WI 53154

Subject Geotechnical Consulting Services
Lake Grove Place
3709 W. College Avenue, Franklin, Wisconsin

Dear Mr. Issleb:

GeoTest, Inc. (GeoTest) has prepared this geotechnical engineering report related to the above-referenced project. This report describes the subsurface exploration and laboratory testing programs and presents recommendations regarding civil and structural engineering design aspects of the project, as well as other construction considerations.

Project Description

Khalek Building Systems is preparing to develop a residential property located at 3709 W College Avenue in Franklin, Wisconsin. The location of the project is illustrated on Figure 1 in Appendix A.

The proposed development will consist of five condominium buildings that will each have eight units. The buildings will be two-story, slab-on-grade structures. The development will include asphalt parking and drive areas and two stormwater bio-retention basins. The proposed development is illustrated on Figure 2 in Appendix A.

The property is currently developed with a single-family residence and detached metal outbuilding. The ground surface is mostly covered with grass, besides an asphalt driveway. The ground surface is relatively flat, sloping downward from the southwest corner to the north and east with an elevation difference of about 6 feet.

A geotechnical investigation was previously conducted by Terracon in 2017 for an apartment development. That development did not proceed. The city consequently required additional geotechnical analysis to be completed to cover the new development plan. That report was reviewed for this project. A copy of that report can be obtained at Khalek.

Structural loads have not been provided but were estimated to be relatively light. The finished floor elevations for the five buildings will range from 781 feet to 783 feet, which will be slightly above the existing ground surface.

Scope of Work

Geotechnical Subsurface Exploration

The geotechnical exploration program consisted of five borings: three drilled to depths of 20 feet below the existing ground surface in building areas and two drilled to depths of 15 feet in the stormwater basin areas. The boring locations are identified on the Boring Location Diagram (Figure 2) in Appendix A. The ground surface elevations at the boring locations were interpolated from the Milwaukee County GIS.

The borings were drilled using conventional hollow-stem augers. Soil samples were obtained at 2.5-foot intervals to a depth of 10 feet and 5-foot intervals thereafter. The soil samples were obtained by split-barrel sampling procedures, in general accordance with ASTM D1586. Representative portions of the samples were sealed in glass jars and returned to GeoTest for laboratory testing and classification.

Descriptive logs for each boring, which describe the method of borehole advancement, sample types, sample depths, and observations regarding soil and groundwater conditions, were prepared at the time of drilling. These logs were utilized by a GeoTest geotechnical engineer as an aid to prepare the final boring logs and cross-section included in Appendix B.

Water level information, if encountered, was noted during drilling.

All drilling and sampling procedures are described in Appendix C.

Laboratory Testing

A GeoTest geotechnical engineer examined and visually classified each sample, based on texture and plasticity, in accordance with the Unified Soil Classification System (USCS) and the US Department of Agriculture (USDA) soil classification system. The engineer grouped like soil samples into strata that are illustrated on the soil boring logs and completed the *Soil Evaluation – Stormwater Infiltration* form (SBD 10793) for B-4 and B-5. The notes included on the boring logs and SBD 10793 form and charts describing these systems of classification are included in Appendix B.

The laboratory testing program consisted of the following:

- Water content testing on all samples.
- Calibrated hand penetrometer testing (Q_p) on all cohesive (clay) samples.

The laboratory test results are presented on the final boring logs included in Appendix B. All laboratory procedures are described in Appendix C.

The recovered soil samples will be retained for 60 days after the date of this report. Unless other instructions as to their disposition are received, they will be discarded at that point

Soil and Groundwater Conditions

The following narrative is a generalization of the subsurface conditions encountered at the borings. Soil conditions can vary in areas between the boring locations. For a more-detailed description of the subsurface conditions encountered at each boring location, please refer to the attached boring logs and cross-section in Appendix B.

Topsoil was encountered at the boring locations, with the thickness ranging from 8 to 10 inches. The underlying soil profile consisted mostly of native clays. Silty fine sand and clayey to silty fine sand was encountered at B-3 to a depth of about 8 feet. Fine sand was encountered at B-2 at a depth of about 19.5 feet.

Fill soils were noted on one of the Terracon boring logs (B-6) to a depth of 2.5 feet. It's likely the fills were generated from past site grading activities.

The predominant native cohesive (clay) soils exhibited stiff to hard consistencies, with a Q_p values ranging from 2,000 pounds per square foot (psf) to greater than 9,000 psf. Within the primary foundation influence zone (less than 10 feet), 12% of the samples were less than 4,000 psf and 76% were above 8,000 psf.

The granular (sandy) soils at B-2 exhibited loose to medium dense relative densities, with N-values of 6, 8, and 10.

Typically, moisture contents are considered high if they are above 15% in sands and above 20% in clays. The moisture content in the clay samples ranged from 13.7% to 31.4%. Of the seventeen samples, 41% were above 20%. The moisture contents in the sandy samples ranged from 17.8% to 19.4%.

Groundwater Conditions

Free groundwater was encountered at two boring locations (B-2 and B-4) during drilling at depths of 19.5 feet and 12 feet, respectively. Perched water was encountered at two borings (B-3 and B-5) at depths of 2 to 8 feet.

The absence of groundwater during drilling is not necessarily an indicator of the permanent groundwater table when clay soils (low hydraulic conductivity) are present. A soil color change (from brown to gray) in soil samples can suggest the depth of the long-term groundwater table. In general, the soils changed from brown to grayish brown at depths of about 12 to 13 feet.

Fluctuations in the groundwater table elevation should be expected with variations in precipitation, evapotranspiration, surface runoff, etc. Also, shallow perched groundwater

conditions should be expected where relatively permeable granular soils are underlain by relatively impermeable cohesive soils, especially following precipitation events

Analysis and Recommendations

There are four primary issues that should be considered when planning this project.

- Fill materials exist on the property (noted in the Terracon report), which are likely associated with past site grading activities. Typically, fills are a concern for structural support because they could have been placed inconsistently and not sufficiently compacted, potentially causing excessive total and/or differential settlements for foundations. They can also cause grading and support challenges for floor slabs and pavements.
- Clayey soils were present on the property, which are sensitive to construction activity, and actions to stabilize the subgrade during construction should be planned.
- Because the property has a development history, care should be taken to identify any existing buried structural elements and utilities that may impact new elements
- Shallow perched water was encountered that could impact site grading and foundation and utility excavations.

Foundation Support

Based on the subsurface conditions encountered at the borings, the proposed buildings can be supported on shallow spread footings that bear on either suitable native soils or engineered fill. With assumed bottom-of-footing elevations that range from 777 feet to 781 feet, the bearing soils would be native clay and sand (see the cross-section in Appendix B). Because the shallower footings could bear near the existing ground surface, and undocumented fills soils could exist, occasional areas of over-excavation may be required if unsuitable (organic, fill, or low strength) soils could be present at the base of the footing excavations.

The foundations can be designed using an allowable bearing capacity value of 4,000 psf. Based on the subsurface conditions, properly designed and constructed footings should experience total and differential settlements of less than 1 inch and $\frac{3}{4}$ inch, respectively.

Traditionally, perimeter footings and interior footings in unheated areas should bear at a depth of at least 48 inches below the final exterior grade to provide adequate frost protection. If desired, exterior footings can bear at shallower depths by following ASCE 32-01 (American Society of Civil Engineers, Design and Construction of Frost-Protected Shallow Foundations, 2001). Interior footings not subject to frost can bear directly beneath the floor slab.

Seismic Design

The soil conditions present at a site are utilized in determining the Seismic Design Category (SDC) for structures. Part of selecting the SDC is determining the Site Class

for the soils, which categorizes common soil conditions into broad classes, where typical ground motion attenuation and amplification effects are assigned. Site Class is determined based on the average properties of the soil within 100 feet of the ground surface. Geotechnical engineers use a variety of parameters to characterize the engineering properties of these soils, including general soil classifications (e.g., hard rock, soft clay, etc.), N-values, and laboratory testing.

Site Class A includes hard rock that is typically found only in the eastern United States. The types of rock typically found in the western states include various volcanic deposits, sandstones, shales, and granites that commonly have the characteristic appropriate to either Site Class B or C. Sites with very dense sands and gravels or very stiff to hard clay deposits also may qualify as Site Class C. Sites with relatively stiff cohesive or medium dense non-cohesive soils, including mixtures of clays, silts, and sands, are categorized as Site Class D. Site Class D is the most common site class throughout the United States. Sites along rivers or other waterways underlain by deep soft clay deposits are categorized as Site Class E. Sites where soils are subject to liquefaction or other ground instabilities are categorized as Site Class F and site-specific analyses are required.

Based on the types of soils present at the boring locations at this property, and their apparent engineering properties, Site Class D is assigned to the site, as defined in the International Building Code (2015) Section 1613.

Floor Slab Support

The existing soils are generally suitable for support of concrete floor slabs. However, the floor slabs area should be proof-rolled and soft areas removed or improved prior to the placement of base course materials. An average subgrade modulus value of 150 pounds per cubic inch (pci) is appropriate.

Pavement Design

The Wisconsin Asphalt Pavement Association (WAPA) Design Guide should be utilized to design the new asphalt surface parking areas. Traffic Class I was assumed for parking areas that are mainly used by light passenger vehicles and Traffic Class II for medium-loaded drive areas.

Based on the soil conditions encountered at the boring locations, the minimum pavement section should consist of the following:

Material	Traffic Class I	Traffic Class II	WisDOT Specification
Asphalt Surface Course	2 inches	2 inches	Section 460
Asphalt Binder Course	2 inches	2.5 inches	Section 460
Dense Graded Base Course	8 inches	10 inches	Section 305

The pavement sections above are not intended to support on-going construction traffic. Also, the pavement sections presented above should not be used for areas that experience heavy truck traffic, equipment or truck parking areas, entrances and exit aprons, or trash-dumpster loading zones. In these areas, a Portland Cement Concrete (PCC) pavement should be used. The PCC layer thickness is recommended to be 7 inches with a minimum of 6-inch-thick crushed stone base course. The reinforcement details for PCC layers and final pavement section should be designed by the project design engineer.

Hot Mix Asphalt (HMA) and base course materials should be placed and compacted following the project requirements and guidelines of WisDOT Standard Specifications for Highway and Structure Construction, section 460.3.

These recommendations assume the subgrade is prepared as described in this report. Additional corrective action may be warranted at the time of construction, depending on the site conditions. The installation of a non-woven geotextile fabric as a separating layer between the finished subgrade and base course stone is recommended to increase the longevity of the pavements.

All pavements require regular maintenance and repair to maintain the serviceability of the pavement. However, after 20 years of service, a normal pavement structure is likely to deteriorate to a point where pavement rehabilitation may be required to maintain the serviceability.

Engineered Fill, Wall, and Utility Trench Backfill

All engineered fill, wall, and utility trench backfill should consist of inorganic materials, free of debris, not exceed 3 inches in size, and should be placed in 8 to 10-inch loose lifts compacted to a minimum of 95 percent of the maximum dry density (Modified Proctor). The fill should be moisture conditioned to be within 3± percent of the optimum moisture content.

The on-site soils can be reused as engineered fill, assuming they do not include deleterious materials (organic soils, wet soils, etc.). However, due to the moisture sensitive nature of clays, their use could pose construction challenges regarding achieving the required compaction requirements. The grading contractor may choose to use a granular soil that can be more easily compacted and would be less sensitive to moisture levels.

Stormwater Management

Two stormwater bio-retention basins are proposed on the property. Based on the USDA soil descriptions of the borings drilled in those areas (B-4 through B-5), the prevailing soils were classified as "Clay". Consequently, any devices would be exempt from the Wisconsin Department of Natural Resources (WDNR) infiltration requirements.

The estimated static infiltration rate based on the Standard 1002 – Table 2 would be 0.07 inches per hour (in/hr). The Wisconsin Department of Safety and Professional Services (DPS) “Soil Evaluation – Stormwater Infiltration” form (SBD 10793) is included in Appendix B.

Construction Considerations

All loose, wet, disturbed, or otherwise unsuitable surface soils should be stripped from structural and engineered fill areas prior to any construction activities. The exposed subgrade soils and all engineered fills should be observed, tested, and documented by a representative of the geotechnical engineer. Large structural areas, such as building, engineered fill, and pavement areas, should be proof-rolled to identify low-strength or disturbed areas that need to be removed or improved.

Footing excavations and all structural subgrade soils should be evaluated to confirm the bearing materials are consistent with those identified in this report and anticipated by the structural engineer. If unanticipated conditions are encountered, the geotechnical and structural engineers should be notified immediately. All footing pads must bear upon suitable native soils or engineered fill soils that have been confirmed in the field by a representative of the geotechnical engineer. Where unsuitable bearing soils, such as fill, organic, disturbed, wet, frozen, or low-strength (less than the design bearing capacity) soils are encountered, the excavation should be extended to competent bearing soil. If extended, the footing pads can be constructed at the base of the excavations, or the excavations can be backfilled with clean, crushed stone or lean concrete.

The soils on-site will be sensitive to disturbances from construction activity and increases in moisture content due to their clay and silt content. Increases in the moisture content of these soils can cause significant reduction in soil strength and support capabilities. In addition, moisture sensitive soils that become wet will likely impact grading and compaction schedules. Care should be taken during construction to protect these soils from moisture or disturbance from equipment. Placing a working subbase layer of 3-inch crushed stone or utilizing a cement stabilization program in areas subjected to construction traffic could be beneficial and reduce the potential need to strip disturbed soils.

Because the property has a development history, efforts should be taken during site grading to identify any structural elements. Buried structural elements from existing and former buildings, associated backfill materials, and utilities are present on the property. Therefore, efforts should be taken during site grading to identify any existing elements and undocumented fills. Existing foundations should be removed to a depth of at least 4 feet below proposed foundations. Existing concrete slabs below a depth of 4 feet should be removed or broken into minimum 1-foot pieces to avoid water pooling. Utilities exist that will also require abandonment.

It is likely that excavations could encounter shallow perched water, especially during or after wet weather. Filtered sump pumps and drawing water from sump pits should be adequate to remove water that collects in excavations. Excavated sump pits should be lined with a geotextile and filled with open-graded, free-draining aggregate.

Surface water should not be allowed to collect in excavations or on prepared subgrades during or after construction. Areas should be sloped to facilitate removal of collected surface runoff. Positive site drainage should be provided to reduce infiltration of surface water around the perimeter of structures and within pavement areas.

Excavation walls may need to be sloped or braced for stability and safety reasons. The Owner and Contractor should be aware of, and become familiar with, applicable local, state, and federal safety regulations, including current OSHA Excavation and Trench Safety Standards. Construction-site safety generally is the responsibility of the Contractor, who should also be responsible for the means, methods, and sequencing of construction operations.

The Contractor should be aware that slope height, slope inclination, or excavation depths should in no case exceed those specified in local, state, or federal safety regulations, (e.g., OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926), or successor regulations. The soils encountered in the borings are mostly Type A and B soils when applying the OSHA regulations. Such regulations are strictly enforced, and if they are not followed, the Owner, Contractor, and/or earthwork Subcontractor(s) could be liable for substantial penalties.

General Qualifications

The services provided by GeoTest on this project were performed with the degree of skill and care typically performed by other members of the geotechnical engineering profession, practicing in this locale, at this time. No other warranty, expressed or implied, is given.

We appreciate the opportunity to provide geotechnical engineering services. If you have any questions, or require any further assistance, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Frede".

Michael D. Frede, P.E.
Technical Director/Senior Engineer

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA WI 53187 1607 • TELEPHONE (262) 547-6721

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March 12, 2024

Mr. Mark R. Ellena, P.E.
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

SEWRPC No SSE 015-24

Dear Mr. Ellena

This is to acknowledge receipt of your letter of February 10, 2024, requesting the Commission staff to review and comment on a proposed public sanitary sewer extension to serve five proposed townhome buildings for the proposed "Lake Grove Place" multi-family residential development, located at 3709 West College Avenue in the City of Franklin, Milwaukee County. Such review comments are required by Section NR 110.08(4) of the *Wisconsin Administrative Code*

From a proposed public sanitary sewer manhole (SANMH1) located within the southern right-of-way of West College Avenue (at the northern edge of the development site), a proposed public sanitary sewer will extend 561 feet southward within an easement in a proposed unnamed private road to a proposed manhole (SANMH3), to serve the proposed development

The Commission staff have reviewed this matter and have determined that the proposed public sanitary sewer extension is in conformance with, and would serve to implement, the regional plans prepared and adopted by the Commission as the areawide water quality management planning agency.

The area to be served by the sewer extension does not include lands identified in regional plans as primary environmental corridor, secondary environmental corridor, or isolated natural resource area. We note, however, that land located immediately south of, and adjacent to, the project area has been identified as secondary environmental corridor (SEC), such SEC consisting of wetlands, 1-percent annual probability (100-year recurrence interval) floodplain, riparian buffer associated with an unnamed intermittent stream, and a natural area of local significance (Grobschmidt Park Wetlands and Upland Woods).

Construction erosion control and post-construction stormwater management measures for the development area should be implemented as required under Chapter NR 151 and local ordinances

Mr. Mark R. Ellena, P E
March 12, 2024
Page 2

Please include a copy of this letter with your submittal of plans and specifications for the subject sewer extension to the Wisconsin Department of Natural Resources

Should you have any questions concerning this matter, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Benjamin R. McKay". The signature is written in a cursive style and is positioned to the left of a small horizontal dash.

Benjamin R. McKay, AICP
Deputy Director

BRM/JED/DPH/nkk
#272023 - SSE 015 24

cc: Mr. Regulo Martinez-Montilva, Principal Planner, City of Franklin

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

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March 12, 2024

Mr. Mark R. Ellena, P.E.
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Re SEWRPC No. PSC-24-015

Dear Mr. Ellena:

This is to acknowledge receipt of your letter of February 10, 2024, requesting the Commission staff to review and comment on five proposed private building sewers which would connect to a proposed public sanitary sewer to be located within an easement in a proposed unnamed private road, within a proposed development site in the City of Franklin, Milwaukee County. The five private building sewers would serve five proposed townhome buildings for the proposed "Lake Grove Place" multi-family residential development located at 3709 West College Avenue. Such review comments are required by Section SPS 382.20(4) of the *Wisconsin Administrative Code*.

The Commission staff have reviewed this matter and have determined that the proposed private building sewers are in conformance with, and would serve to implement, the regional plans prepared and adopted by the Commission as the areawide water quality management planning agency.

The area to be served by the sewer extension does not include lands identified in regional plans as primary environmental corridor, secondary environmental corridor, or isolated natural resource area. We note, however, that land located immediately south of, and adjacent to, the project area has been identified as secondary environmental corridor (SEC), such SEC consisting of wetlands, 1-percent annual probability (100-year recurrence interval) floodplain, riparian buffer associated with an unnamed intermittent stream, and a natural area of local significance (Grobschmidt Park Wetlands and Upland Woods).

Construction erosion control and post-construction stormwater management measures for the development area should be implemented as required under Chapter NR 151 and local ordinances.

Please include a copy of this letter with your submittal of plans and specifications for these building sewers to the Wisconsin Department of Safety and Professional Services.

Mr. Mark R. Ellena, P.E.
March 12, 2024
Page 2

Should you have any questions concerning this matter, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Benjamin R. McKay". The signature is written in a cursive style with a large, looping "y" at the end.

Benjamin R. McKay, AICP
Deputy Director

BRM/JED/DPH/nkk
#272029 PSC-24-015

cc Mr. Regulo Martinez-Montilva, Principal Planner, City of Franklin

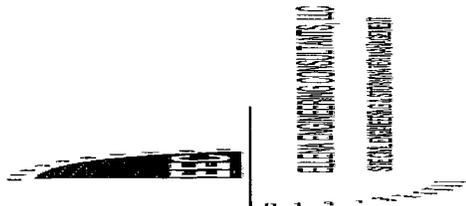
From: [Mark Ellena](#)
To: [Greg Schumacher](#)
Cc: [Ron Issleb](#)
Subject: Fw PERMITS FOR ACCESS AND EXCAVATION IN COLLEGE AVE - FRANKLIN
Date: Monday, March 25, 2024 8 00 19 PM
Attachments: [image002.png](#)

Greg

Here are the Milwaukee Water department comments
I will send in the plan for review

Sincerely,
Mark

Mark R Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
(262) 719 6183
Email mellena@eeceng.com
Website www.ellenaengineering.com



VALUE ENGINEERING BY DESIGN

From: Iwen, Joshua <jiwen@milwaukee.gov>
Sent: Tuesday, February 13, 2024 12 00 PM
To: Mark Ellena <Mellena@eeceng.com>, Dean Kothrade <Dean.Kothrade@milwaukeecountywi.gov>, permits@milwaukeecountywi.gov <permits@milwaukeecountywi.gov>
Cc: Gregory Schumacher <greg@cityscapearchitecture.com>, Ron Issleb <ron@khalek.co>, Kelly Frazier <Kelly@cityscapearchitecture.com>, Moore, Thomas <Thomas.A.Moore@milwaukee.gov>
Subject: RE PERMITS FOR ACCESS AND EXCAVATION IN COLLEGE AVE - FRANKLIN

Good morning Mark

Thanks for reaching out to MWW and providing the plans

Initial MWW review comments for development at 3709 W College Av

- MWW has a 12" water main in W College Av available to serve the subject development
- Any proposed water mains or fire protection shown on the development site will be private
 - Due to multiple buildings and potential on-site hydrant fire protection required for this

development, a meter pit would likely be required

- Milwaukee Development Center (286-8210, <https://city.milwaukee.gov/DNS/permits>) or DNS Plumbing Plan Exam (286-8208) can be contacted for the following
 - water branch and service requirements
 - meter pit requirements
 - fire protection requirements
 - private fire hydrants and/or building fire department hook ups
 - water permitting
- Tapping means/methods would need to be coordinated with DNS Plan Exam (Milwaukee Development Center) during the permitting process
- If needed for development plumbing calculations, information regarding system water pressure or nearby flow tests on water system may be requested from watflowtest@milwaukee.gov

I hope this information helps Have a good day
-Josh

Joshua Iwen, P E
Management Engineer – Mains
Milwaukee Water Works
Phone (414) 286-3640
Milwaukee.gov/water | [@MKEWaterWorks](https://twitter.com/MKEWaterWorks)



From: Mark Ellena <Mellena@eeceng.com>
Sent: Tuesday, February 13, 2024 10:16 AM
To: Dean Kothrade <Dean.Kothrade@milwaukeecountywi.gov>, permits@milwaukeecountywi.gov, Iwen, Joshua <jiwen@milwaukee.gov>
Cc: Gregory Schumacher <greg@cityscapearchitecture.com>, Ron Issleb <ron@khalek.co>, Kelly Frazier <Kelly@cityscapearchitecture.com>
Subject: PERMITS FOR ACCESS AND EXCAVATION IN COLLEGE AVE FRANKLIN

Hello Dean & Joshua,

We are currently working with the City of Franklin on a new Residential development located at 3709 W College Ave

Please see the link to our plan set

 [Lake Grove Place_FULL CIVIL SET_01 05-24 3.pdf](#)

We are looking for detailed information on how to obtain a County driveway access and excavation permits, as well as, City of Milwaukee Watermain extension permits in College Ave for our project

Please advise

Sincerely,
Mark

Mark R Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
(262) 719-6183
Email mellena@eeceng.com
Website www.ellenaengineering.com



VALUE ENGINEERING BY DESIGN

From: Greg Schumacher <greg@cityscapearchitecture.com>

Sent: Tuesday, February 13, 2024 9 47 AM

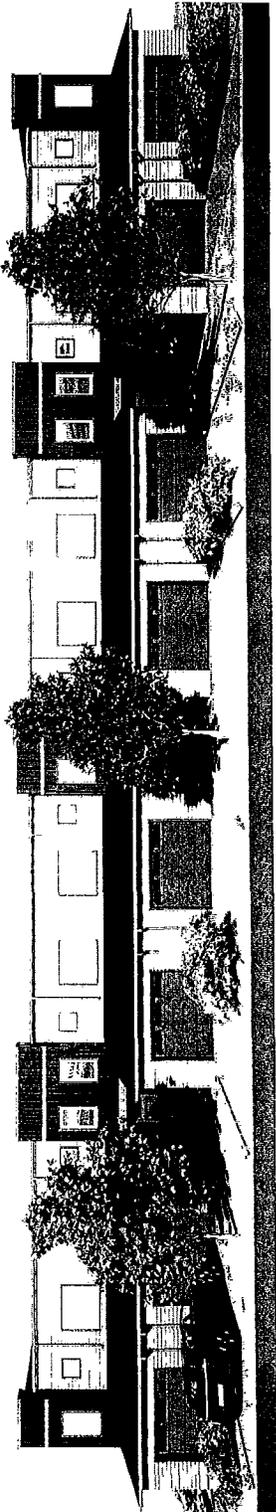
To: Manzur Hassan Khan <manzur.hassan.khan@gmail.com>, Ron Issleb <ron@khalek.co>, Kelly Frazier <Kelly@cityscapearchitecture.com>, Mark Boogaard - Beeler Construction, Inc (mboogaard@beelerconstruction.com) <mboogaard@beelerconstruction.com>, Mark Ellena <Mellena@eeceng.com>

Subject: NOTES FROM MEETING TODAY

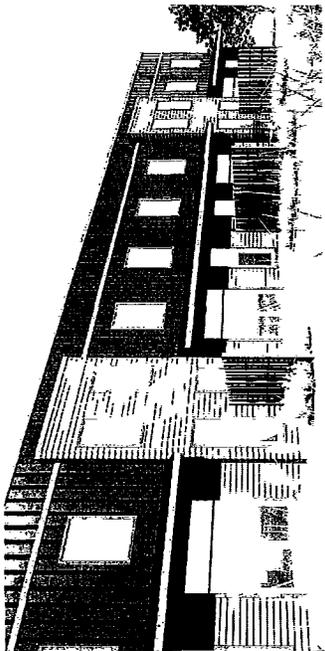


Gregory A. Schumacher
13700 West Greenfield Avenue
Brookfield WI 53005
262 370 5865
www.cityscapearchitecture.com

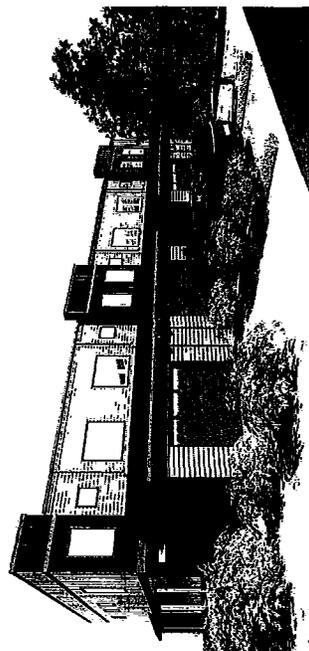
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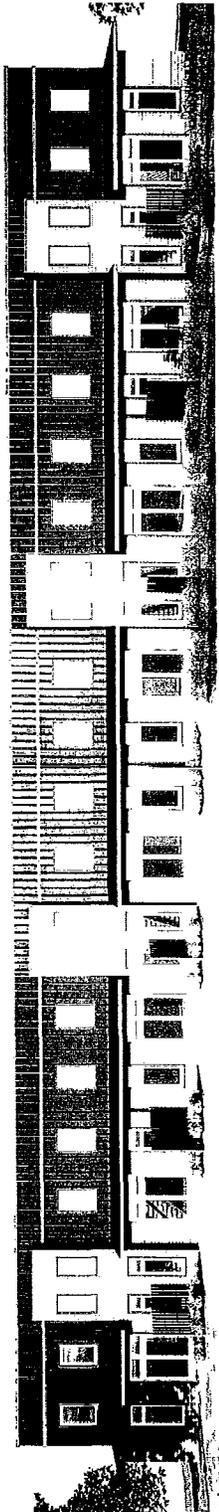
FRONT RENDERING



REAR RENDERING



FRONT CORNER RENDERING



REAR RENDERING

LP SMARTSIDE BATT & BOARD
 SIDING
 MIDNIGHT SHADOW



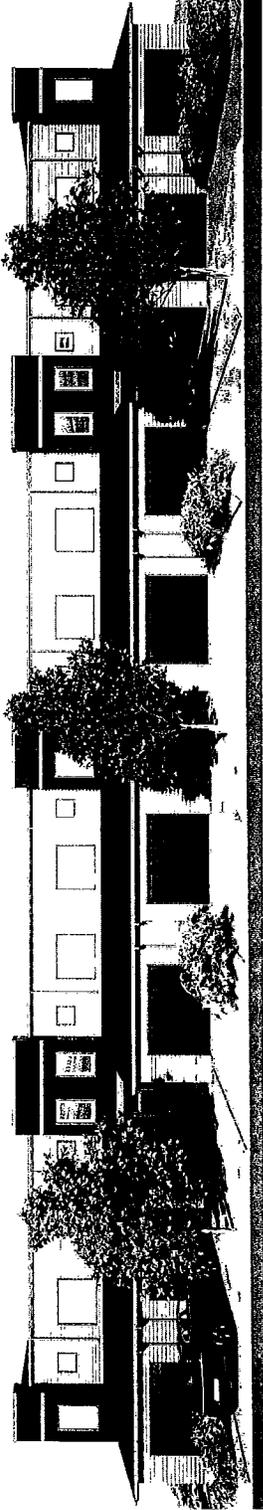
METAL FLASHING
 PAC CLAD
 MUSKET GRAY
 (TRIM TO MATCH)



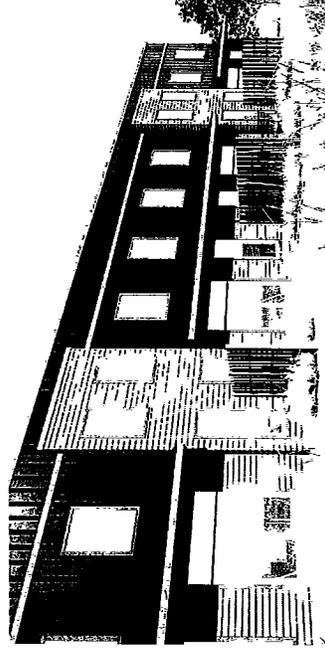
LP SMARTSIDE LAP SIDING
 DESERT STONE



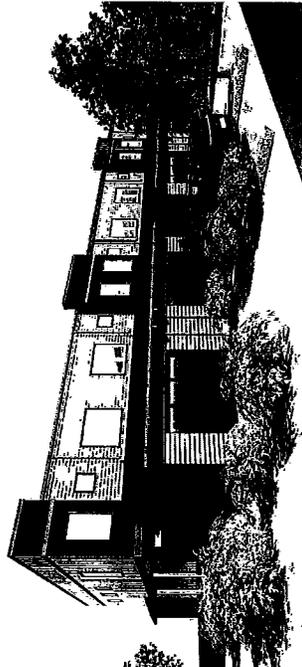
LAKE GROVE PLACE



FRONT RENDERING



REAR RENDERING



CORNER RENDERING



REAR RENDERING

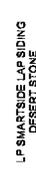
LP SMARTSIDE BATT & BOARD
 SIDING
 RAPIDS BLUE



METAL FLASHING
 PAC CLAD
 MUSKET GRAY
 (*PRIM TO MATCH)



LP SMARTSIDE LAP SIDING
 DESERT STONE

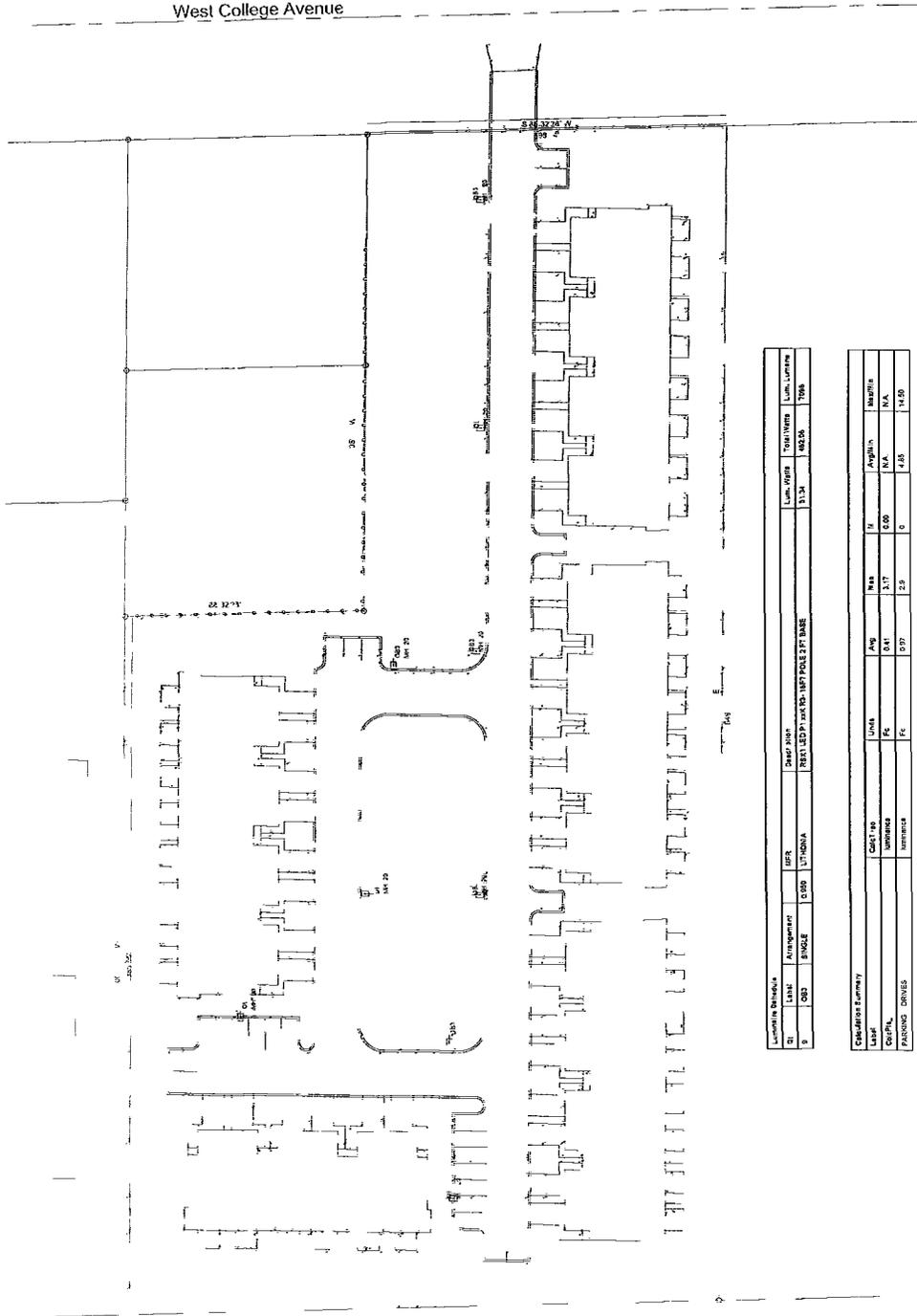




#	DATE	COMMENTS

DRAWN BY	AD
DATE	MAR 27 2024
SCALE	1 - 30' 0"

COLLEGE AVE TOWNHOMES
FRANKLIN WISCONSIN
LIGHTING LAYOUT



Quantity	Description	Unit	Notes
1	LED 100W		
1	LED 150W		
1	LED 200W		
1	LED 300W		
1	LED 400W		
1	LED 500W		
1	LED 600W		
1	LED 700W		
1	LED 800W		
1	LED 900W		
1	LED 1000W		

Category	Item	Quantity	Notes
Lighting	LED 100W	1	
	LED 150W	1	
Poles	10' Pole	1	
	15' Pole	1	
Wiring	100' Cable	1	
	150' Cable	1	



PROJECT
LAKE GROVE PLACE

3709 W. College Ave
Franklin, WI

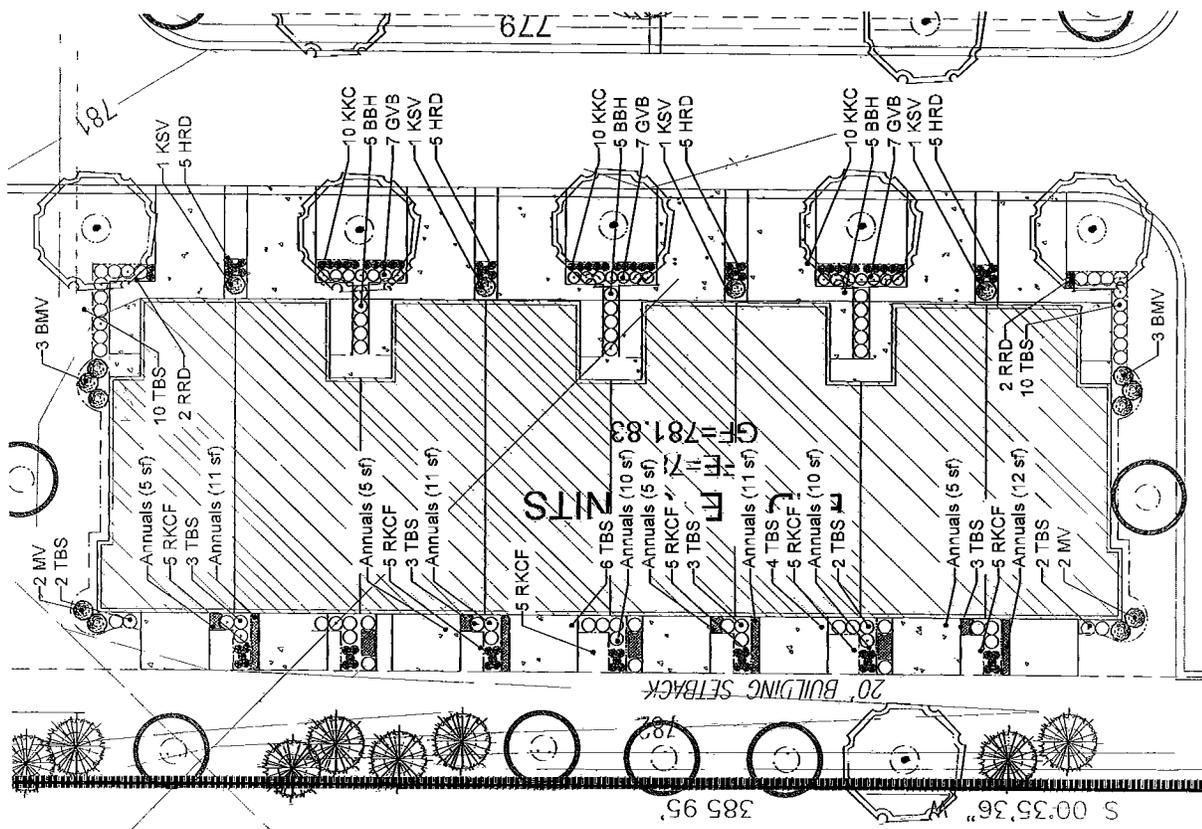
ISSUANCE AND REVISIONS

DATE	DESCRIPTION
1.10.24	FIRST ISSUE
1.18.24	REV W/ RFP
2.28.24	REVISED SITE PLAN

REVISIONS: (Indicate Revised Areas by Number in Orange, Additions by Blue)

SHEET TITLE
ENLARGED LANDSCAPE PLAN 8 UNIT

PROJECT MANAGER: WDH
PROJECT NUMBER: 24-001
DATE: 03.29.24
SHEET NUMBER: L1.3



ENLARGED PLANTING PLAN
SCALE: 1" = 10'
NORTH
0 5 10 20

PLANT & MATERIAL SCHEDULE

BUILDINGS A, B, C & E

PLANT	QUANTITIES	PLANT MATERIALS PROVIDED	COMMENTS	NOTES
DECIDUOUS TREES	10	10' - 12' DBH	10' - 12' DBH	10' - 12' DBH
CONIFERS	5	6' - 8' DBH	6' - 8' DBH	6' - 8' DBH
SHRUBS	20	4' - 6' DBH	4' - 6' DBH	4' - 6' DBH
PERENNIALS	100	18" - 24" DBH	18" - 24" DBH	18" - 24" DBH
ANNUALS	500	18" - 24" DBH	18" - 24" DBH	18" - 24" DBH

ON-SITE WATER SUPPLY VIA HOSE BIBS (POST CONSTRUCTION), AND WATER TRUCK SUPPLY DURING INSTALLATION AND DEVELOPMENT

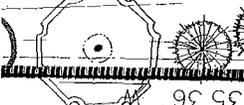
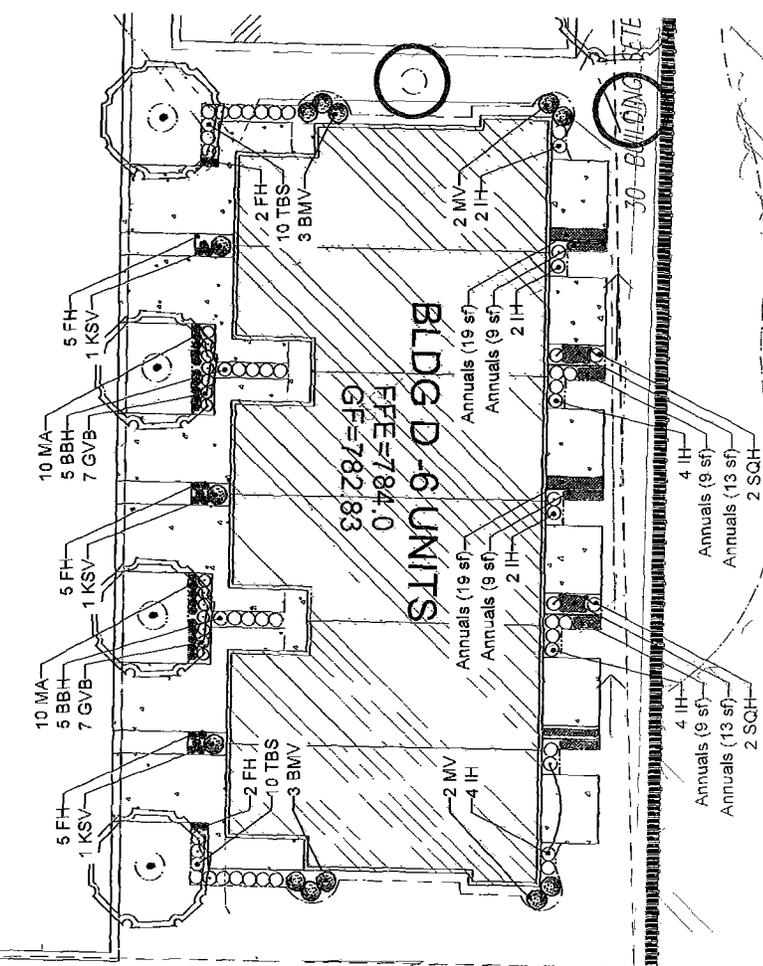
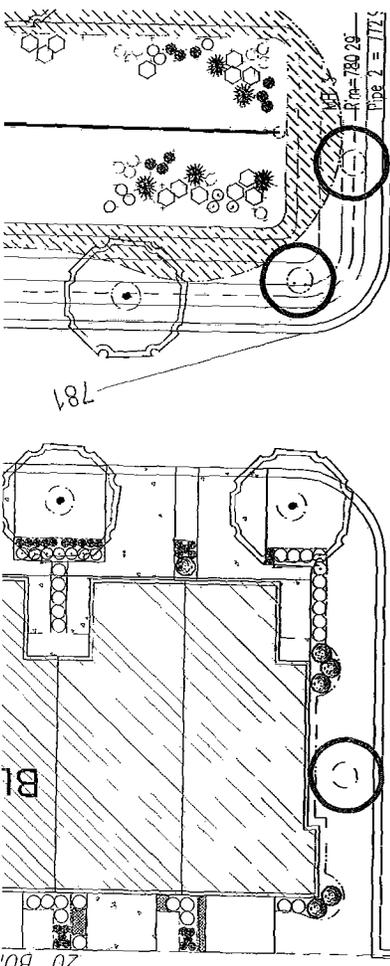
PLANT ABBREVIATIONS

DECIDUOUS TREES
BBH - Baldi Hybrid
TBS - Tree Spine
RKCF - Red Kingfisher
BMV - Black Mountain
MV - Mexican Vireo

PERENNIALS
RKCF - Red Kingfisher
TBS - Tree Spine
KSV - Kalmia latifolia
HRD - Hosta

ANNUALS
TBS - Tree Spine
RKCF - Red Kingfisher

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NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1
2
3
4
5
6
7
8
9
10
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PLANT & MATERIAL SCHEDULE
BUILDING D ONLY

- ENGINEER SYMBOLS**
CSH □ (as per drawing)
- ACCENTUOUS SYMBOLS**
 BHH Broom
 BKH Broom
 SCH Stone
 TBS Tree
 SW Shrub
 MV Multi-trunked
 MV Multi-trunked
- PERMANENT SYMBOLS**
 MA Mulch
 PH Plant
- GROUNDCOVERS & VINES**
 Annuals
 Annuals (9 sf)
 Annuals (13 sf)
 2 SQH

- PLANT ABBREVIATIONS**
 Annuals
 Annuals (9 sf)
 Annuals (13 sf)
 2 SQH

ON-SITE WATER SUPPLY VIA HOSE BBS (POST CONSTRUCTION) AND WATER TRUCK SUPPLY DURING INSTALLATION AND DEVELOPMENT.



HELLER & ASSOCIATES, LLC
 LANDSCAPE ARCHITECTURE
 P O Box 1359
 Lake Geneva, Wisconsin 53147 1359
 ph 262 839 9733
 dan@wdsva.heller.com
 www.wdsva.heller.com

PROJECT
LAKE GROVE PLACE
 3709 W College Ave
 Franklin WI

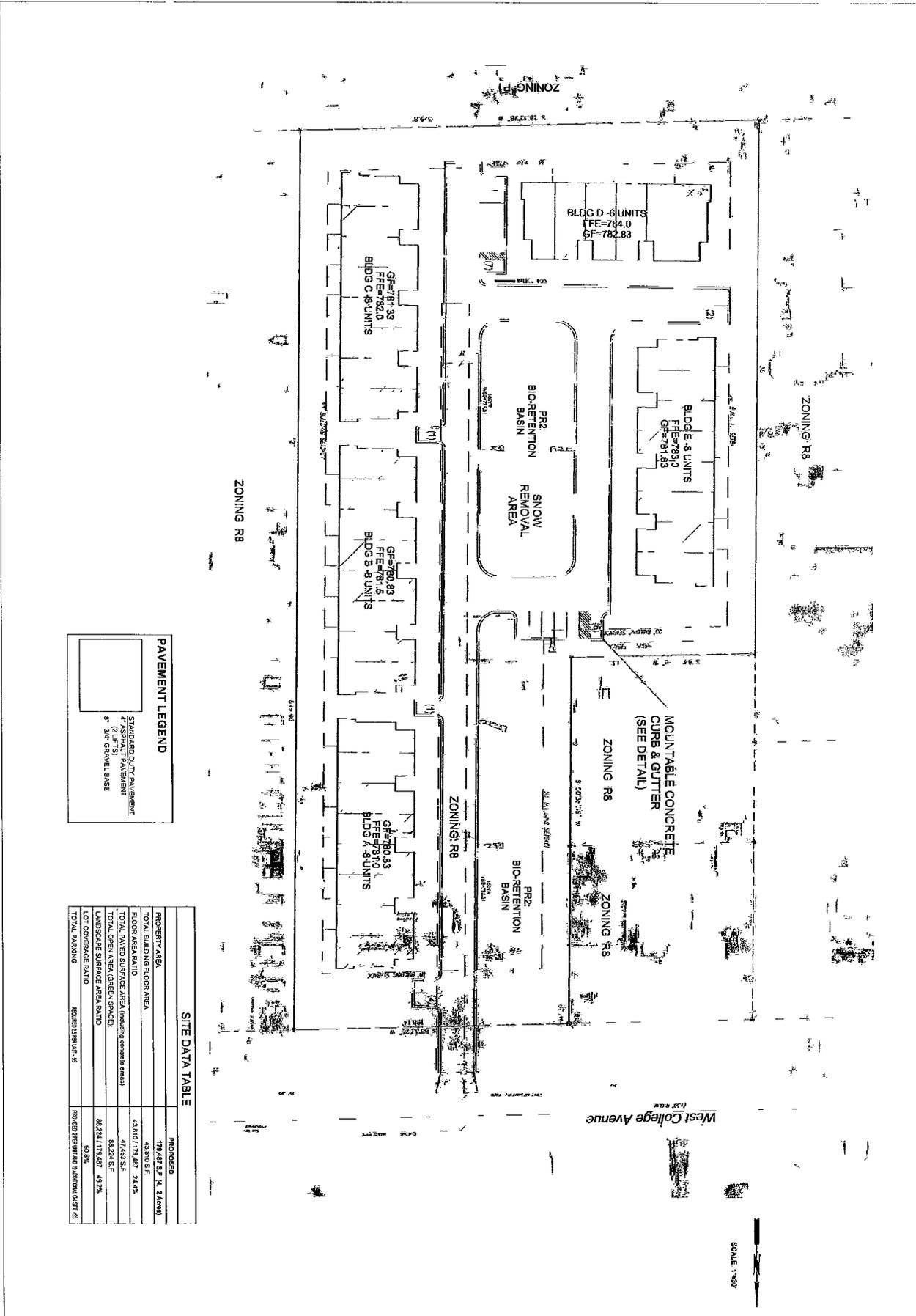
ISSUANCE AND REVISIONS

DATE	DESCRIPTION
1/18/24	PERMITS
1/18/24	REV NRP
3/28/24	REVISED SITE PLAN

SHEET TITLE
ENLARGED LANDSCAPE PLAN 6 UNIT

PROJECT MANAGER VDH
PROJECT NUMBER 24-001
DATE 03/28/24
SHEET NUMBER

L 1.4



PAVEMENT LEGEND

[Symbol]	STANDARD CITY PAVEMENT 7" ASPHALT PAVEMENT 8" 3/4" GRAVEL BASE
----------	--

SITE DATA TABLE

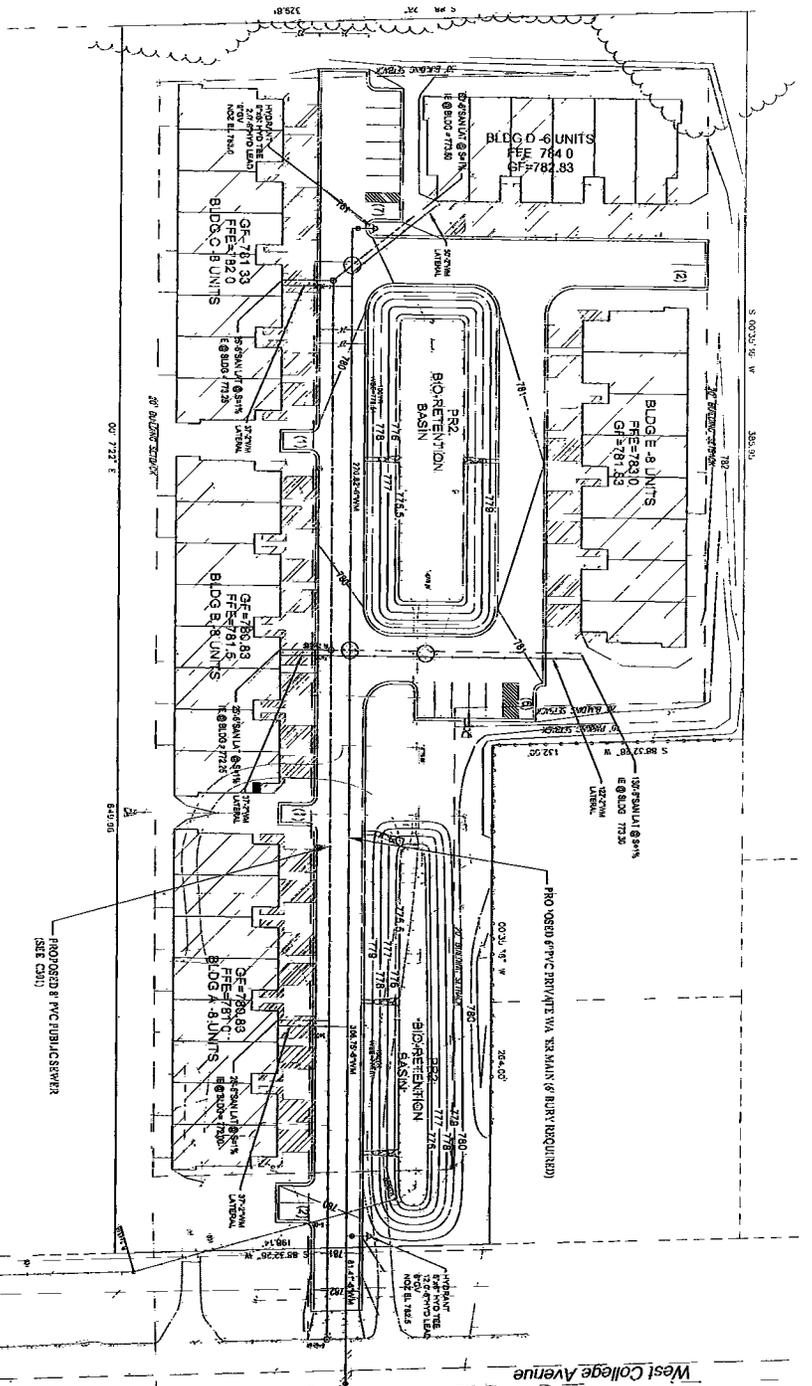
	PROPOSED
PROPERTY AREA	179,487 S.F. (4.2 Acres)
TOTAL BUILDING FLOOR AREA	433,035 S.F.
FLOOR AREA RATIO	433,035 / 179,487 = 24.1%
TOTAL DRIVE SURFACE AREA (Including concrete areas)	47,753 S.F.
TOTAL DRIVE AREA (GREEN SPACE)	88,224 S.F.
LANDSCAPE SURFACE AREA RATIO	88,224 / 179,487 = 49.2%
LOT COVERAGE RATIO	50.8%
TOTAL PARKING	PROPOSED: 179,487 S.F. (4.2 Acres)

<p>Lake Grove Place CITY OF FRANKLIN, WI</p> <p>SITE PLAN</p>	<p>ELLENA ENGINEERING CONSULTANTS, LLC SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT</p> <p>700 Pilgrim Parkway Suite 100 Elm Grove, WI 53122 Phone: 262-719-6183 Email: m.ellena@eecong.com</p>	DATE	DESCRIPTION
		<p>DATE: 03-22-24 SCALE: 1"=30'</p> <p>SHEET NUMBER C100</p>	

NOTE
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SANITARY SEWER AND WATERMAIN PROJECTS. THE CONTRACTOR SHALL ALSO BE IN ACCORDANCE WITH CITY WATER MAIN AND WATERMANS SPECIFICATIONS.

The information is based on the latest available records of the existing property. The contractor shall verify the location and depth of all existing utilities before construction. The contractor shall be responsible for obtaining all necessary permits from the City of Franklin, Wisconsin, and the State of Wisconsin. The contractor shall be responsible for obtaining all necessary permits from the City of Franklin, Wisconsin, and the State of Wisconsin. The contractor shall be responsible for obtaining all necessary permits from the City of Franklin, Wisconsin, and the State of Wisconsin.

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CITY OF FRANKLIN, WISCONSIN
 DEPARTMENT OF PUBLIC WORKS
 SANITARY SEWER & WATERMAIN DIVISION
 1. All sanitary sewer lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Sanitary Sewer and Watermain Construction.
 2. All watermain lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Watermain Construction.
 3. All lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Sanitary Sewer and Watermain Construction.
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SANITARY SEWER & WATERMAIN SPECIFICATIONS
 1. All sanitary sewer lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Sanitary Sewer and Watermain Construction.
 2. All watermain lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Watermain Construction.
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 10. All lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Sanitary Sewer and Watermain Construction.

INDICATES WATERMAIN CROSSING UNDER SANITARY SEWER
 1. All sanitary sewer lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Sanitary Sewer and Watermain Construction.
 2. All watermain lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Watermain Construction.
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TRACER WIRE REQUIRED ON ALL MAINS
 1. All sanitary sewer lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Sanitary Sewer and Watermain Construction.
 2. All watermain lines shall be installed in accordance with the City of Franklin, Wisconsin Standard Specifications for Watermain Construction.
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DATE: 03-22-24
SCALE: 1"=30'
SHEET NUMBER: C300

Lake Grove Place
 CITY OF FRANKLIN, WI
SANITARY SEWER AND WATERMAIN PLAN

EEC
 ELLENA ENGINEERING CONSULTANTS LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Plymouth Parkway Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Email: mellea@eeng.com

DATE	DESCRIPTION

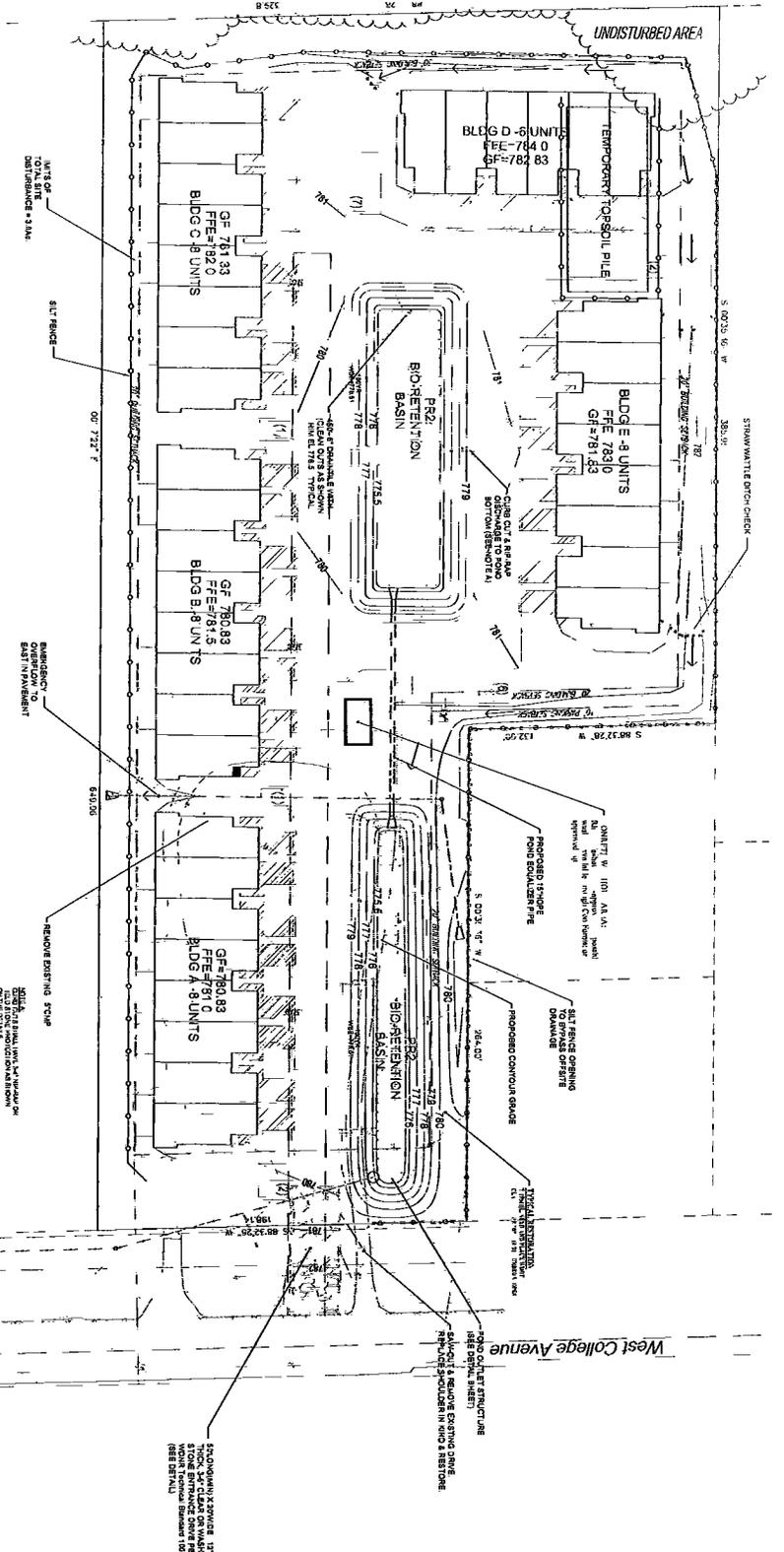
CONSTRUCTION SCHEDULE, COMMENCEMENT DATE, AND COMPLETION DATE TO BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FRANKLIN, WISCONSIN.

CONSTRUCTION SCHEDULE
 The construction schedule shall be determined by the contractor. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Franklin, Wisconsin. The contractor shall submit a construction schedule to the City of Franklin, Wisconsin, for review and approval. The construction schedule shall include the following information:
 1. Start date of construction
 2. Completion date of construction
 3. Duration of construction
 4. Progress of construction
 5. Any other information that may be required by the City of Franklin, Wisconsin.

CONSTRUCTION SCHEDULE (REPEATING)
 The construction schedule shall be determined by the contractor. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Franklin, Wisconsin. The contractor shall submit a construction schedule to the City of Franklin, Wisconsin, for review and approval. The construction schedule shall include the following information:
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 5. Any other information that may be required by the City of Franklin, Wisconsin.



SCALE: 1"=30'

Lake Grove Ploce
 CITY OF FRANKLIN WI
EROSION CONTROL PLAN

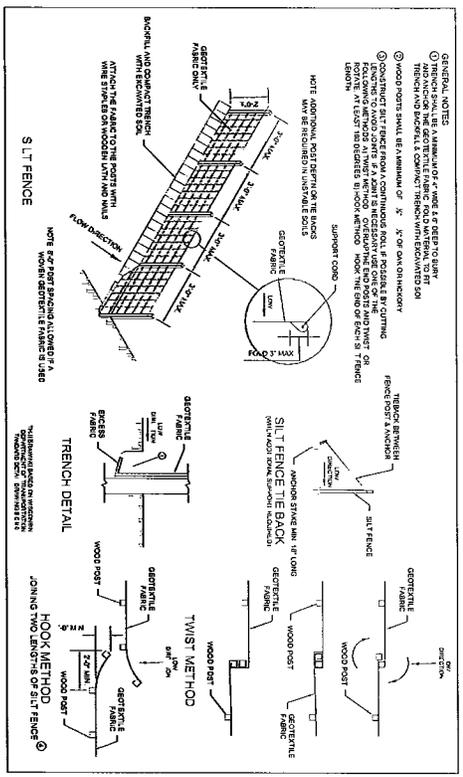
DATE: _____
 DESCRIPTION: _____

ELLENA ENGINEERING CONSULTANTS LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway Suite 100 Elm Grove, WI 53122
 Phone 262-719-6183 Email: mellenam@ececeng.com

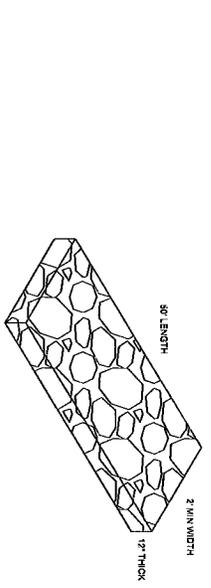
700 Pilgrim Parkway Suite 100 Elm Grove, WI 53122
 Phone 262-719-6183 Email: mellenam@ececeng.com

DATE: 08-25-24
 BY: MARK T. LUNDK
 SCALE: 1"=30'
 SHEET NUMBER: C400

SILT FENCE DETAIL

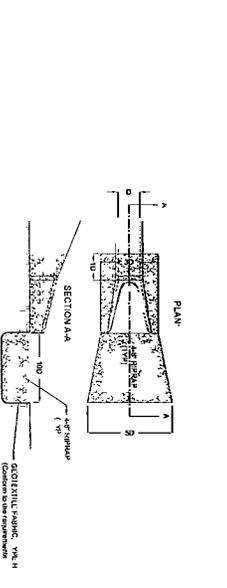


STONE TRACKING PAD

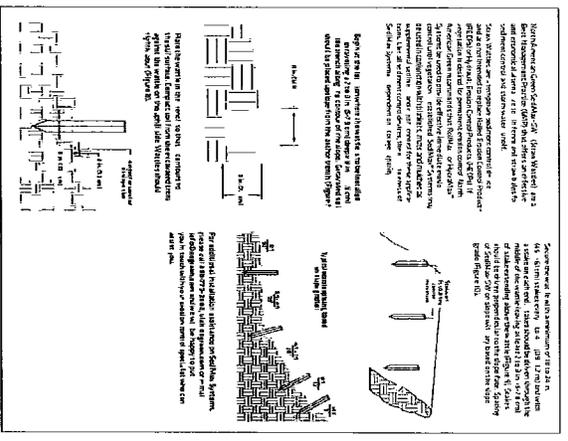


STONE TRACKING PAD

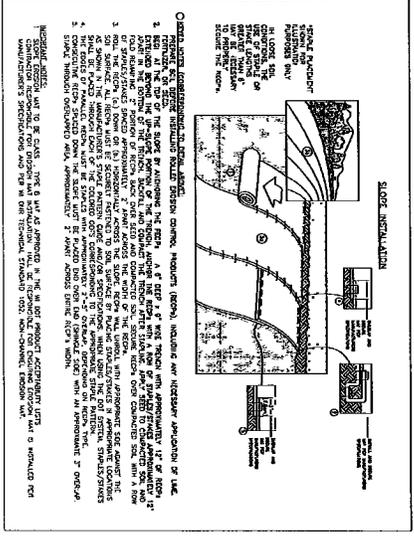
3' x 3' grid of stones or material conforming to the following minimum dimensions of 36" length by 2 1/2" width by 1 1/2" thickness. Stones shall be of uniform size and shape. Stones shall be placed in a grid pattern with a maximum of 1/2" between stones. Stones shall be placed in a grid pattern with a maximum of 1/2" between stones. Stones shall be placed in a grid pattern with a maximum of 1/2" between stones.



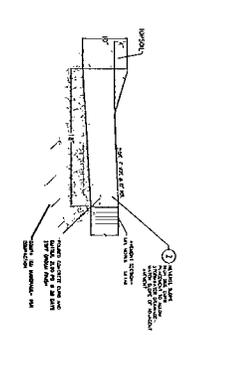
STRAW WATTLE DETAIL



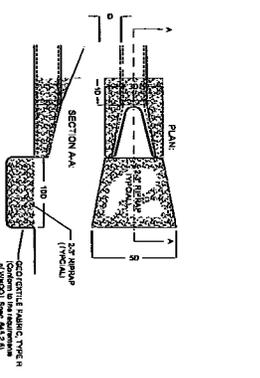
EROSION MATTING WDNR TS-1052



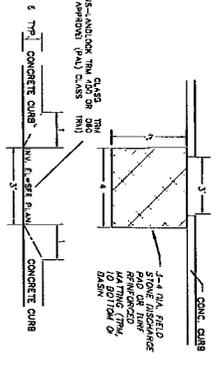
18 MOUNTABLE CURB AND GUTTER

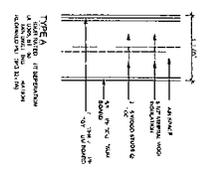


END SECTION TYPICAL RIP RAP DETAIL



CURB CUT DETAIL



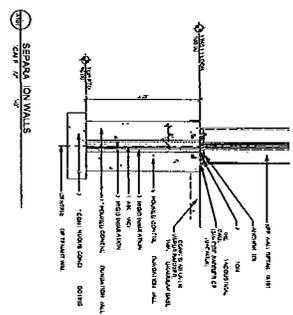


UNIT SEPARATION DETAIL

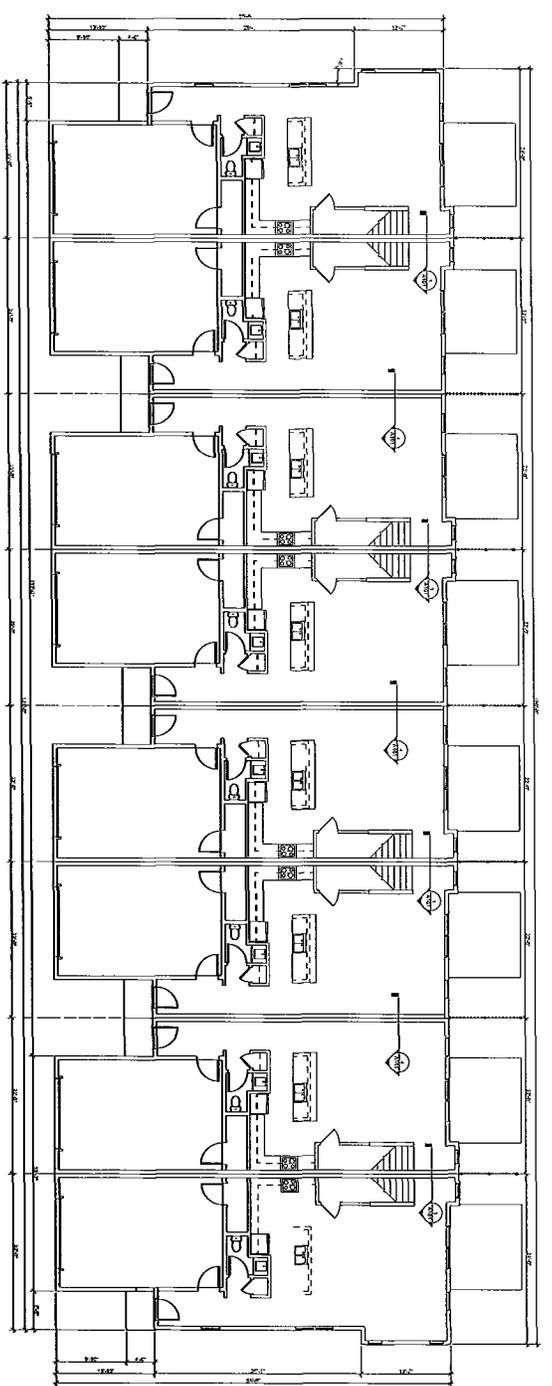
TABLE B
 FINISHES TO BE PROVIDED BY CONTRACTOR
 UNLESS NOTED OTHERWISE

NO.	DESCRIPTION	FINISH
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2	CONCRETE	FORM FINISH
3	CONCRETE	FORM FINISH
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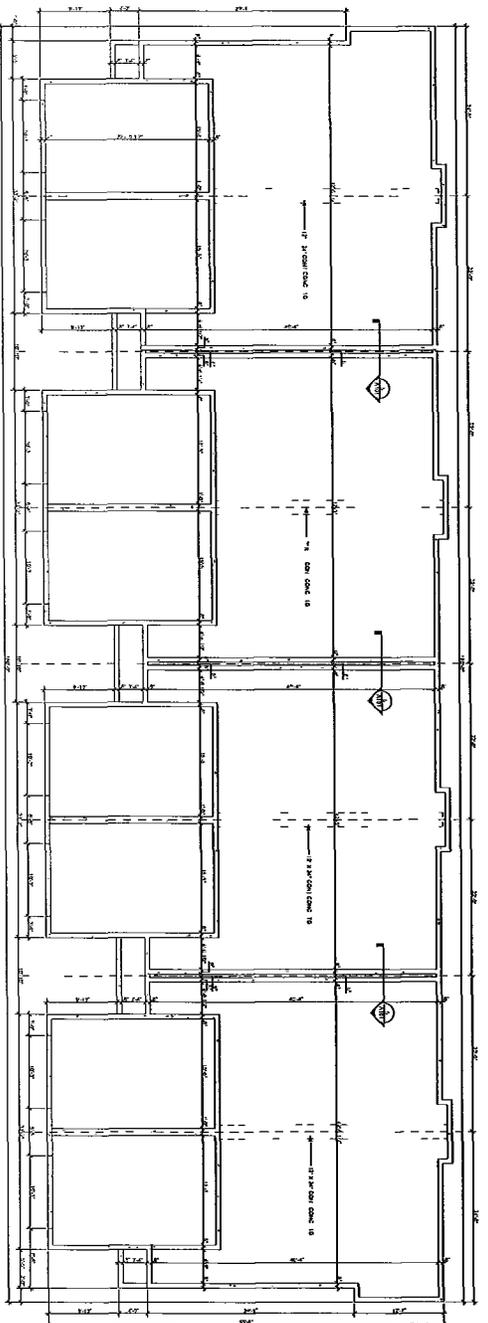
UNIT SEPARATION DETAIL
 SCALE: 1/4" = 1'-0"



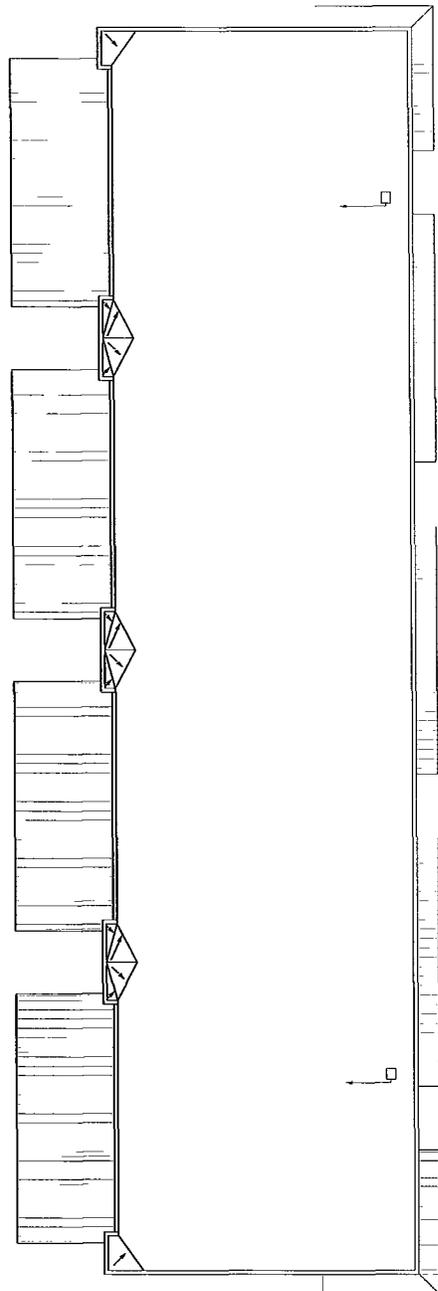
SEPARATION WALLS DETAIL
 SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN (8 UNIT BLDG)
 SCALE: 1/8" = 1'-0"



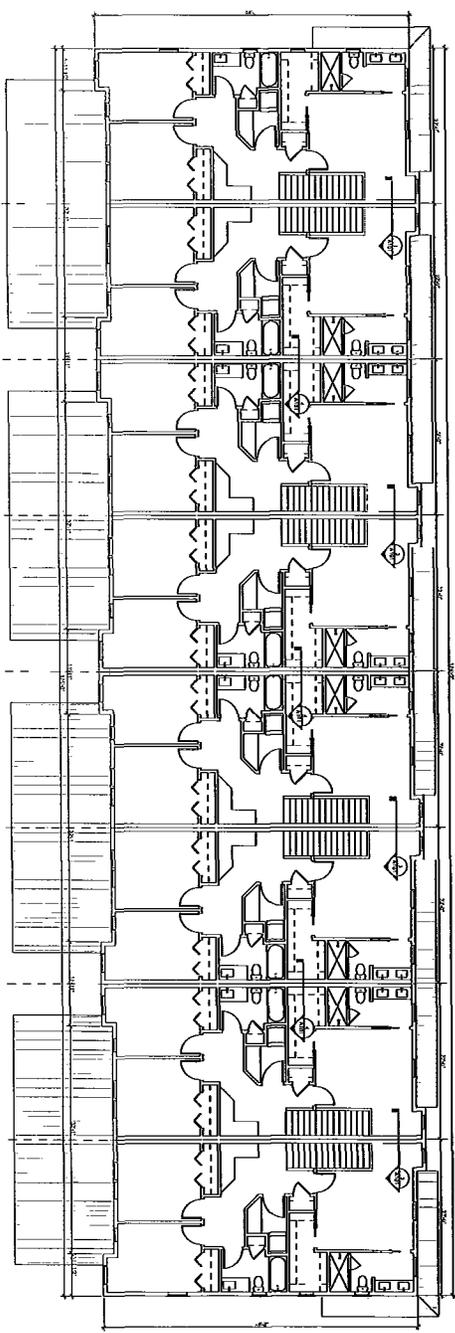
FOUNDATION PLAN (8 UNIT BLDG)
 SCALE: 1/8" = 1'-0"



8 SECOND FLOOR PLAN, 8 UNIT BLDG

ROOF PLAN NOTES

- 1. ROOF TO BE CONCRETE ON GIRTS
- 2. ROOF TO BE FINISHED WITH 2" POLYSTYRENE INSULATION
- 3. ROOF TO BE FINISHED WITH 2" GYP BOARD



8 SECOND FLOOR PLAN, 8 UNIT BLDG

CITYSCAPE
 ARCHITECTS
 1220 W. DEARBORN AVE
 BROOKFIELD, WI 53005
 262.375.5855
 WWW.CITYSCAPE-ARCHITECTS.COM

LAKE GROVE PLACE
 3709 WEST COLLEGE AVENUE FRANKLIN WI

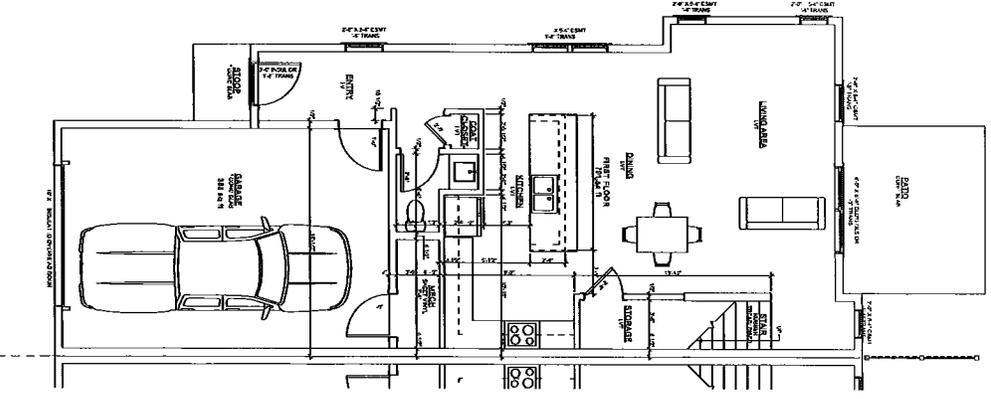
PROJECT NAME	LAKE GROVE PLACE
DATE	04/24/2009
PROJECT NUMBER	09-001
PROJECT LOCATION	3709 WEST COLLEGE AVENUE, FRANKLIN, WI

PROJECT # 2009
 SECOND FLOOR
 PLAN, ROOF PLAN
 A102
 7.28.2009
 8:00 AM

LAKE GROVE PLACE
 3709 WEST COLLEGE AVENUE FRANKLIN WI

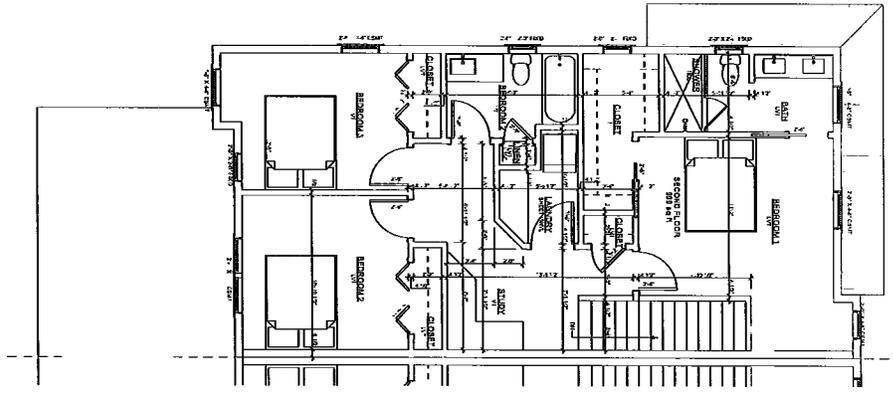
PROJECT #	2020
DATE	10/20/20
SCALE	1/4" = 1'-0"
DATE	10/20/20
PROJECT	LAKE GROVE PLACE
DATE	10/20/20
PROJECT	LAKE GROVE PLACE
DATE	10/20/20

A110
 ENLARGED FLOOR PLAN



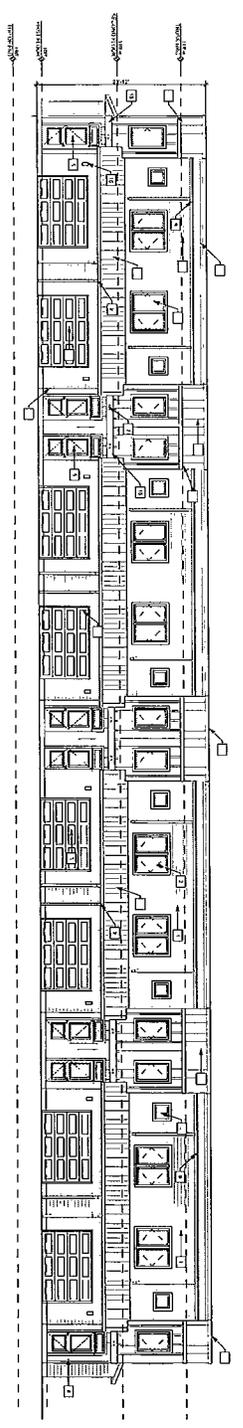
FIRST FLOOR PLAN

FIRST FLOOR PLAN NOTES

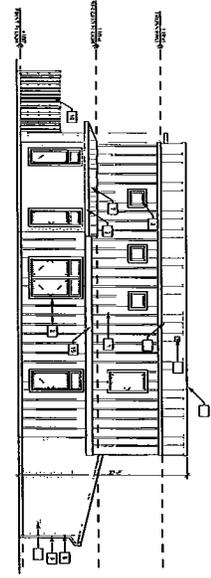


SECOND FLOOR PLAN

SECOND FLOOR PLAN NOTES

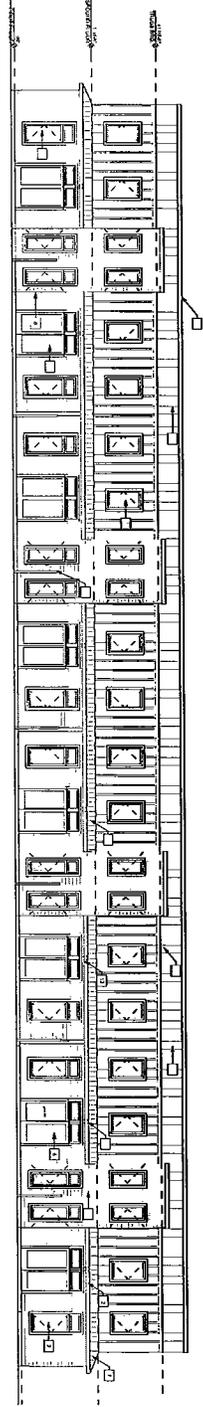


FRONT ELEVATION
SCALE: 1/8" = 1'-0"



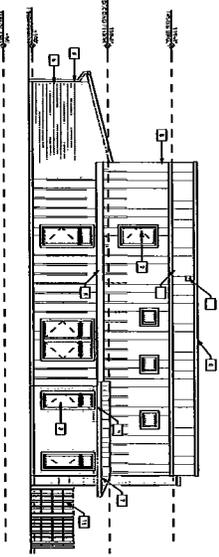
LEFT ELEVATION
SCALE: 1/8" = 1'-0"

INDICATED BY ARCHITECTURAL SYMBOLS



REAR ELEVATION
SCALE: 1/8" = 1'-0"

- EXTERIOR NOTES**
- 1. FINISHES IN BRACKETED PAIRS: MATERIAL
 - 2. MATERIALS TO BE SUBSTITUTED IN A SUBSEQUENT
 - 3. REVISION SHALL BE SHOWN WITH THE
 - 4. ARCHITECT'S INITIALS AND DATE
 - 5. ARCHITECT'S INITIALS AND DATE
 - 6. ARCHITECT'S INITIALS AND DATE
 - 7. ARCHITECT'S INITIALS AND DATE
 - 8. ARCHITECT'S INITIALS AND DATE
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 - 18. ARCHITECT'S INITIALS AND DATE
 - 19. ARCHITECT'S INITIALS AND DATE
 - 20. ARCHITECT'S INITIALS AND DATE



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

CITYSCAPE
 DEVELOPMENT & C
 ARCHITECTS
 1100 W. WASHINGTON ST.
 MILWAUKEE, WI 53233
 414.224.8888

LAKE GROVE PLACE
 3709 WEST COLLEGE AVENUE FRANKLIN, WI

DATE: 08/11/11
 PROJECT # 2000
 ELEVATIONS
 A200
 CITYSCAPE DEVELOPMENT & C ARCHITECTS

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5-21-24
REPORTS AND RECOMMENDATIONS	Request Council Approval to Purchase two Zoll X-Series Advanced Cardiac Monitors/Defibrillators from Zoll in partnership with Milwaukee County Office of Emergency Management (OEM) using funding from OEM and 2025 Capital Budget.	ITEM NUMBER B.141

The Milwaukee County Office of Emergency Management (OEM) partnered with Zoll in 2021 for the "Accuvent" Study, which supplied brand new Zoll X-Series Advanced Cardiac Monitors/Defibrillators for all Franklin Fire Department (FFD) Paramedic Units and Engines. All three front-line Franklin ambulances received new monitors, as did Engine 111, 112, and 113, which, due to 100% paramedic staffing, OEM considers a non-transporting paramedic unit. Throughout the Accuvent Study it was found that the utilization of these monitors on all of our front-line Engines have been imperative to patient care, meaning that all six of the department's staffed apparatus have full 12-lead ECG and capnography capability, in addition to simply an automatic defibrillator. Under our contract with Milwaukee County OEM, four of the monitors will remain in service with FFD. However, due to the completion of the study, the monitors from Engine 112 and 113 would need to be returned to the vendor.

OEM is now offering municipalities the option to purchase the extra Zoll X-Series Advanced Monitors/Defibrillators at a fraction of the regular cost. Franklin's monitors have been maintained and well-cared for, and likely have several years of useful service left in them. All three engines are staffed with paramedics 100% of the time, and at times may be on scene for several minutes before a transporting paramedic ambulance arrives, so it makes good sense to maintain this advanced capability.

The list price for these Zoll X-Series Advanced Cardiac Monitors/Defibrillators is \$50,005.00 each, but with the study being completed they are now considered refurbished and are priced at \$27,000 each. OEM is helping alleviate some of the burden for Milwaukee County Fire Departments by offsetting costs and writing a check for \$7,000 for each monitor purchased. Additionally, the FFD has two retired Zoll monitors to help offset the price for trade-in at \$2,000 each. Within the Zoll financing terms, the FFD would be responsible for paying \$10,000 at time of purchase while paying off the remaining balance over the next three years at zero percent interest.

After discussion with the City Finance Department, FFD proposes to use the OEM funding of \$14,000 towards the initial down payment to Zoll with the balance of \$36,000 to be funded by the 2025 Capital Budget. Together this is a cost-effective means of maximizing the department's capacity to provide the best patient care while saving over \$64,000 compared to purchasing these units independently.

COUNCIL ACTION REQUESTED

Request Council Approval to Purchase two Zoll X-Series Advanced Cardiac Monitors/Defibrillators from Zoll in partnership with Milwaukee County Office of Emergency Management (OEM) using funding from OEM and 2025 Capital Budget.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email esales@zoll.com

Quote No. Q-79230 Version: 2

Franklin Fire Department
8901 West Drexel Avenue
Franklin, WI 53132

Quote No. Q-79230
Version. 2

ZOLL Customer No: 101167

Issued Date: April 3, 2024
Expiration Date: May 31, 2024

Shannon Anthoine
4144251420
santhoine@franklinwi.gov

Terms: 20% due net 30, 20% due
January 31, 2025, 20% due January 31,
2026, 20% due January 31, 2027,
balance due January 31, 2028.

FOB Shipping Point
Freight: Prepay & Add

Prepared by: Daniel Brehm
EMS Territory Manager
dbrehm@zoll.com
+1 2623128868

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2271211-01-66	<p>Refurbished X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, SPHB, SPOC, PVI, PI, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack</p> <p>Includes 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5 in (16.5cm) diagonal screen Accessories Included MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and Six (6)-month EMS warranty</p> <p>Parameter Details Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients See-Thru @ CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients AccuVent Cable included (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2, SpCO, SpMet with Signal Extraction Technology (SET), Rainbow SET® • Masimo® Advanced Parameters License (SpHb, SpOC, PVI, PI) • EtCO2 Orion Microstream Technology Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays Temperature probes sold separately •</p>	2	\$50,005.00	\$27,000.00	\$54,000.00
2		6008-9901-61	<p>ZOLL X Series Trade In Allowance (EMS Group)</p> <p>See Trade Unit Considerations</p>	2		(\$2,000.00)	(\$4,000.00)

Subtotal \$50,000.00

Total: \$50,000.00

Trade Unit Considerations

Trade-In values valid through May 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis



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UCC Financing Statement

By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

- 1 Delivery will be made upon availability.
- 2 This Quote expires on May 31, 2024. Pricing is subject to change after this date.
- 3 Applicable tax, shipping & handling will be added at the time of invoicing
- 4 All purchase orders are subject to credit approval before being accepted by ZOLL
- 5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015
- 6 All discounts from list price are contingent upon payment within the agreed upon terms.
- 7 Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department	Name/Department
Address	Address
City / State / Zip Code	City / State / Zip Code

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes PO Number _____ PO Amount _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation

Franklin Fire Department
Authorized Signature

Name _____
Title _____
Date _____



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SECURITY AGREEMENT
Equipment + Basic

This Security Agreement, made and entered in this _____ day of _____ by and between **ZOLL Medical Corporation**, located at **269 Mill Rd Chelmsford, MA 01824**, (hereinafter "Secured Party") and _____ with headquarters located at _____ and if a legal person or registered, incorporated, formed or otherwise organized in or under the laws of the [state] of _____, (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

II COLLATERAL

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A

III DEBTOR'S OBLIGATIONS

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any), Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
 - (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state of Incorporation (if a registered entity),
 - (4) Change(s) in state of residence (if an individual),
 - (5) Change(s) in name of Debtor's business
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations

IV DEFAULT

The following shall constitute a default by Debtor



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Non-payment Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

Breach: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement.

Insolvency The dissolution, termination of existence, suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

V SECURED PARTY'S RIGHTS AND REMEDIES

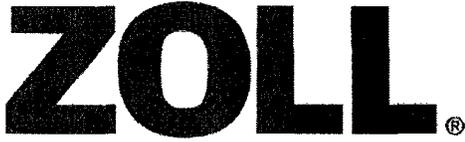
- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and.
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V, and
 - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
 - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

- A. Debtor Agrees and Affirms
- (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,



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- (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
- (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.

B Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
- (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
- (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several
- (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party
- (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.

C Form of Debtor's Business

- (1) Debtors represents and warrants as follows Debtor's business is (circle one),
 - a. Registered Organization** **b. Unregistered Organization** **c. Individual**
- (a) If a Registered Organization: State where Incorporation/Formed _____.
- (b) If b Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _____.

(c) If c Individual: State or States of Residence (include all states) _____, _____, _____.

- **Registered Organizations include:** Includes corporations, limited liability corporations and registered limited partnerships.
- **Unregistered Organizations include:** Partnerships
- **Individuals Include:** Sole Proprietorships

D Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein
- (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement



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- (3) This Agreement is governed by the laws of the Commonwealth of Massachusetts, with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement

VIII INDEMNITY

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect

IX MISCELLANEOUS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein

(Signature Page Follows)

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above

DEBTOR NAME

BY _____
(Print name)

BY. _____
(Print name)

(Signature and Title)

(Signature and Title)



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SECURED PARTY NAME

BY _____
(Gary Schaefer - Credit Manager)

ACCEPTED at Creditor City, State, this _____ day of _____, 20_____.

Shannon Anthoine

From: Pojar, Dan <Dan.Pojar@milwaukeecountywi.gov>
Sent: Wednesday, April 3, 2024 4:50 PM
To: James Mayer
Cc: Shannon Anthoine
Subject: Re: ZOLL Quote: Franklin Fire Department - 2 XSA - Refurb. (Q-79230 v1)

Chief,

I'll cut you a check for \$7k per device so that your purchase price is \$20k each.

Dan Pojar, BSEMS, FP-C, NRP
EMS Division Director
Office of Emergency Management
633 W. Wisconsin Ave., Suite 700; Milwaukee, WI 53203

M (414) 374-3837 | F (414) 369-6696

dan.pojar@milwaukeecountywi.gov

This communication and any attachment(s) may include information that is protected from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, or excepted from disclosure under the Wisconsin Public Records Law, Wis. Stat. §§ 19.31-19.39

Confidential Peer Review Document, WI. Stat. § 146.37, 146.38

Local EMS Data (Scan or Click below):



From: James Mayer <JMayer@franklinwi.gov>
Sent: Wednesday, April 3, 2024 16:47
To: Pojar, Dan <Dan.Pojar@milwaukeecountywi.gov>
Cc: SAnthoine <santhoine@franklinwi.gov>
Subject: FW: ZOLL Quote: Franklin Fire Department - 2 XSA - Refurb. (Q-79230 v1)

Caution: This email originated from outside of Milwaukee County. Use the Phish Alert Report button to have IMSD review this message if you think it is suspicious.

Hi Dan,

AC Anthoine and I are working on a strategy to purchase 2 of the Zoll X-Series units to maintain this capability on our PFR engine companies.

Just to clarify, is the OEM contribution already reflected in the discounted pricing from Zoll? Or would OEM be cutting a check to Franklin when we sign the purchase contract?

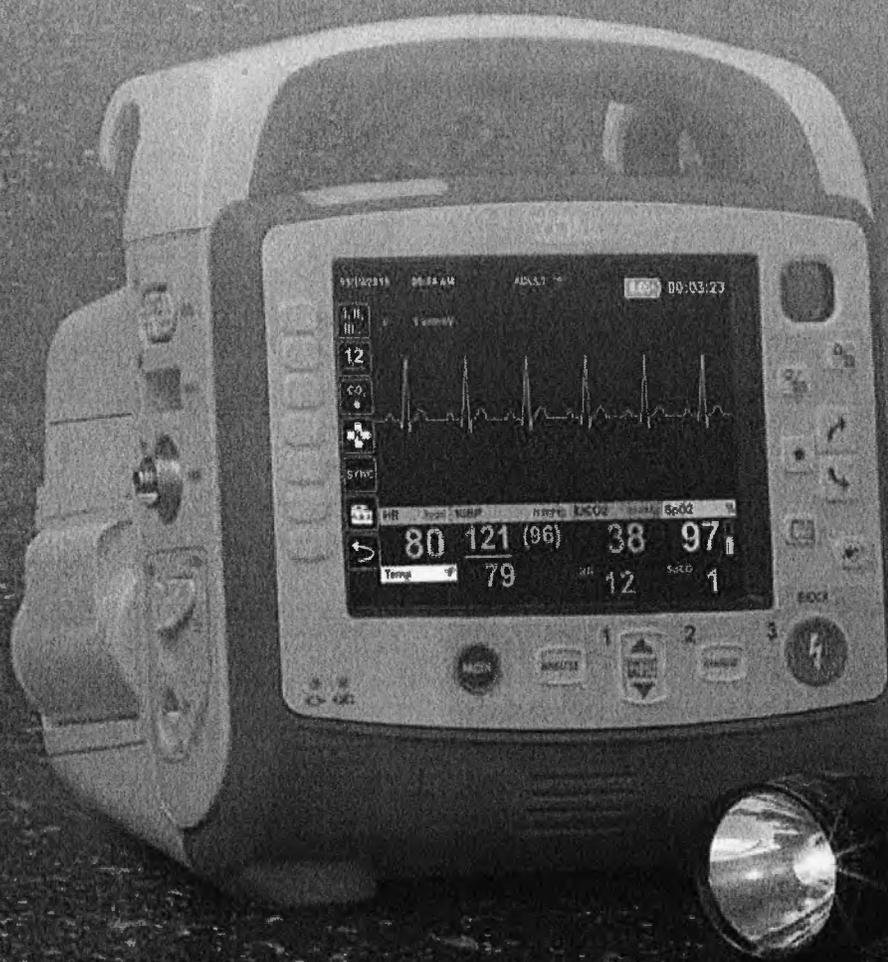
Thanks for all your patience and assistance!

Jim

This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.

X Series®

ZOLL®



Xtremely
Small, Light, and Powerful

ALMOST TWO TIMES LIGHTER THAN OTHER POPULAR MONITORS

The X Series® extends the ZOLL legacy of smaller, lighter monitor/defibrillators. Pick it up. Feel the difference. At 11.7 pounds (6 kilograms), chances are it's twice as light as what you're carrying today.

MOST COMPACT, BEST EQUIPPED

Starting with a high-contrast, color display that simultaneously shows up to four waveforms, the X Series delivers the capabilities you expect from a full-featured monitor—for neonates through adults. And it can be equipped with a complete selection of best-in-class parameters, including Masimo® rainbow® SET pulse CO-Oximetry, Microstream® etCO₂, and Welch Allyn NIBP, as well as three invasive pressures and two temperature channels.

A MILITARY HERITAGE OF DURABILITY

Driven by requirements from air transport and field military operations, the X Series raises the bar for durability. It complies with standards requiring normal operation following multiple drops from a height of 6.5 feet (2 meters). An industry-best ingress protection rating of IP55 means no other monitor is protected from dust particles and water like the X Series.



**Because Medics Carry More
These Days**

MAKING THE DIFFERENCE FOR PATIENTS

When several Arizona fire departments deployed Real CPR Help® in combination with scenario-based training, the likelihood of patient survival nearly tripled ¹ In a study involving 373 medics and 484 patients, the odds of surviving cardiac arrest were 2.7 times better when Real CPR Help was used

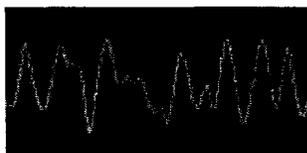
A TOOL FOR SHORTENING PAUSES

Pre-shock pauses as brief as 10 seconds adversely impact survival ²

The X Series is equipped with industry-exclusive See-Thru CPR® filtering technology. It reduces the length of interruptions by removing compression artifact so that medics can look for organized electrical activity during compressions.



Unfiltered ECG signal during CPR



Signal filtered by See-Thru CPR

BECAUSE CPR IS A TEAM ACTIVITY

Not everyone who works a code is an experienced responder. The CPR Dashboard™ is a real-time window that gives team leaders an at-a-glance look at the quality of first-responder CPR.

EVEN THE BEST RESCUER FATIGUES

Real CPR Help prompts by exception. This means when medics are fresh and delivering good compressions, it is silent. With repetitive two-minute cycles, even the most fit medic tires. When compressions fall out of range, it gently guides rescuers back to high-quality, Guidelines-compliant compressions.



“Poor-quality CPR should be considered a preventable harm.”

—AHA Consensus Statement on CPR Quality³

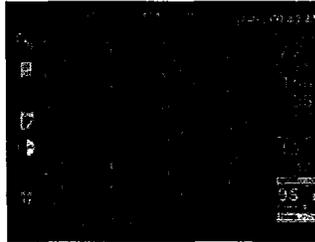
¹ Bobrow BJ et al. *Annals of Emergency Medicine* 2013 62 47-56

² Cheskes et al. *Circulation* 2011 124 58-66

³ Meaney PA et al. *Circulation* 2013 128 417-35

12 LEADS ON SCREEN IMPROVE TRACE QUALITY

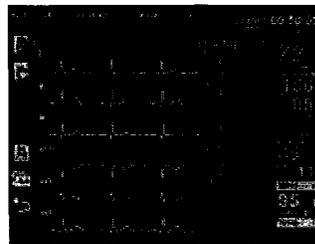
The STEMI View lets medics see trace quality simultaneously in all leads. Confidently record a 12-lead ECG with the expectation it will be clean the first time and ready for transmission without delay.



STEMI View

A WINDOW TO SERIAL ECG CHANGES

Unstable patients call for extraordinary vigilance. Substantial ST changes can occur between the initial transmission and arrival at the hospital.⁴ The Split-Screen View keeps medics on top of the situation by displaying the real waveform next to one that was previously acquired.



Split-Screen View

QUICKER, MORE CONFIDENT DECISIONS

At 94% sensitivity for detection of early STEMI, the X Series 12-lead algorithm is unmatched by other popular monitors. Make that alert call knowing it is based on the best algorithm.

OPEN ARCHITECTURE MAXIMIZES STEMI OPTIONS

The X Series puts medics in the best position to decide where to take a patient. Its open architecture means the X Series can transmit a 12-lead ECG into all of the leading STEMI and cardiology management systems.



Reduce Time to Balloon with Advanced 12-Lead Capabilities

⁴ Davis M. et al. *Prehosp Emerg Care* 2014; 18:9-14

DESIGNED WITH CHARTING IN MIND

The X Series is designed with electronic charting in mind. It redefines what a monitor should send to the patient record. The built-in memory ensures a complete patient record is transmitted by capturing 24 hours of event (ECG and vital signs) or trend data, and up to 1,000 time-stamped events.

TRANSMIT AT THE SPEED OF WIFI

The X Series simplifies transmission. Its standard communication package makes wires, cables, and "dongles" a thing of the past. It is the first monitor to integrate WiFi, Bluetooth, and USB capabilities as part of the standard communication package.



AN OPEN, UNIVERSAL ePCR SOLUTION

The X Series speeds medic charting by seamlessly uploading the event record. It automatically populates patient data fields in many of the leading ePCR systems. ZOLL's open interface software development kit (SDK) is available to all ePCR vendors.



Simplify Charting with
Advanced Communication

Big Screen Small Device

X Series

View up to four waveforms of your choice. Switch from a brilliant color display to either high-contrast black-and-white or night-vision mode to ensure visibility under extreme conditions.

Visual Alarm Indicator

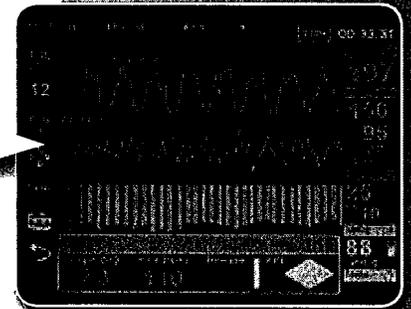
Oridion
Microstream®
Capnography

Masimo® rainbow® SET
Pulse CO-Oximetry



Resuscitation View

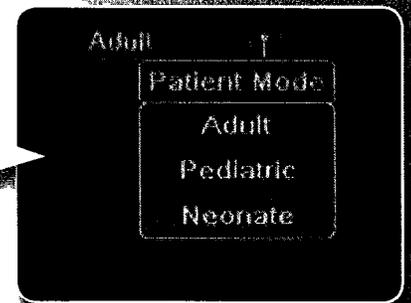
You get unequalled support for CPR. Display CPR Dashboard along with the real-time depth indicator and the filtered ECG that See-Thru CPR provides.



Ready-for-Use Indicator

Patient-Specific Settings

Select the mode—Adult, Pediatric, or Neonate—and the alarm thresholds and energy levels will automatically adjust.



Welch Allyn NIBP with Sure BP® and SmartCuf®

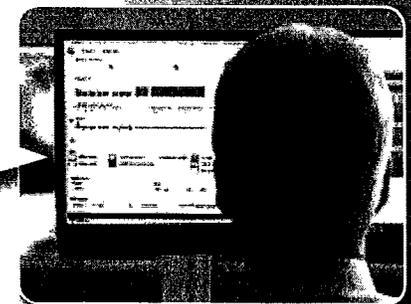
SurePower System

The lithium-ion SurePower™ II battery delivers six hours of continuous run time. That's enough power for even the busiest EMS operation.

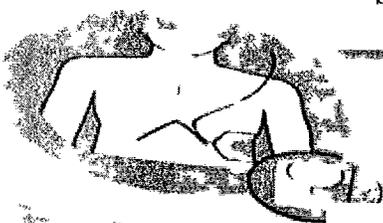


RescueNet® Code Review

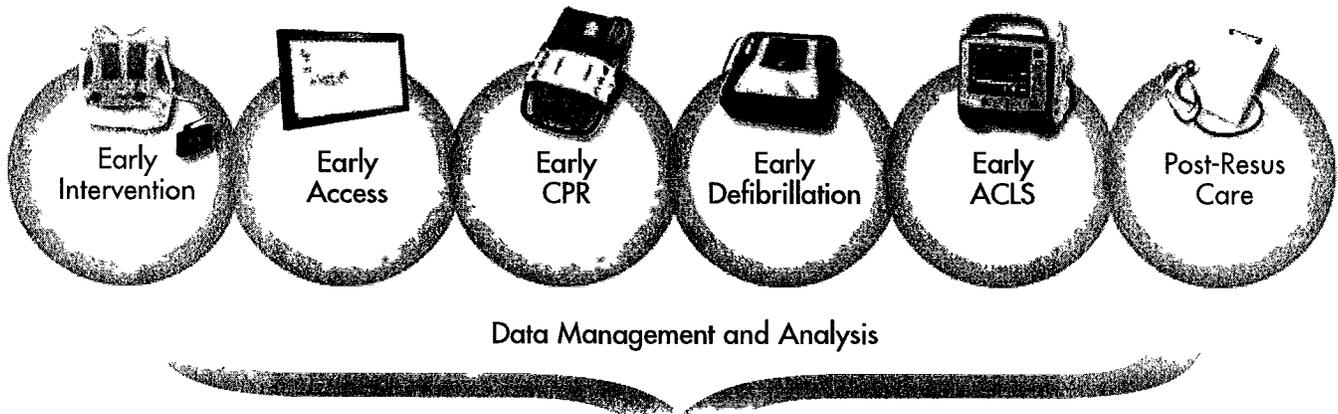
Conduct post-event analysis in support of QA, training, and documentation programs with this unparalleled software tool.



Preconnected CPR Stat-padz® for monitoring, pacing, defibrillation, and Real CPR Help®



Impacting Outcomes Link by Link



EARLY INTERVENTION

Immediate defibrillation is the single most important factor in saving an SCA victim's life. ZOLL's LifeVest® Wearable Defibrillator is the ultimate early intervention for high-risk patients.



EARLY ACCESS

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5-21-24
REPORTS AND RECOMMENDATIONS	Request Common Council Approval to allocate \$8,000 in additional funding for the upfitting of the interim 2013 Pierce Saber fire pumper purchased in April 2024.	ITEM NUMBER 9.15.

The Fire Department is seeking council approval to allocate \$8,000 in additional funding from the refund received from Seagrave Fire Apparatus in December 2023 to complete the upfitting of the 2013 Pierce Saber fire pumper purchased for interim use in April 2024.

Since the department took delivery of the 2013 unit from the City of Lake Mills the following work has been completed to prepare the unit for service utilizing the initial \$12,000 allocation:

- Replace all vehicle batteries
- Routine fire pump maintenance and re-packing and valve rebuilds and gauge replacement
- Replace all tires to comply with NFPA 10-year service life standards
- Several miscellaneous repairs

Some of the pump intake fittings, appliances and tools that the department had planned to re-use from the 2007 unit that was scrapped will not work as initially planned on the new unit. These pump intake fittings are needed to efficiently perform "Drafting" operations in areas of the city not served by fire hydrants.

Items to be funded from the additional \$8,000 allocation

- Akron Revolution Intake Valve - \$2,200
- Kochek Intake Elbow and Swivel - \$800
- Radio Interface cable to headset Intercom System \$250
- (3) Hand Lights - \$750
- Additional appliances and tool mounts \$2,000
- Graphics removal and installation \$2,000

COUNCIL ACTION REQUESTED

Motion to approve the allocation of \$8,000 from the Capital Equipment Fund (42-0221-5811) for the upfitting of the interim 2013 Pierce Saber fire pumper purchased in April 2024.

Rennert's Fire Equipment Service

615 E John St
Markesan, WI 53946
service@rennerts.com
920-398-1033



Invoice: 2233

Date: 4/29/2024

Bill To
Franklin Fire Department
8901 W. Drexel Ave.
Franklin, WI 53132

Remit Payment To
Rennert's Fire Equipment Service
615 E John St
Markesan, WI 53946

Service Order	Terms	Due Date	Authorizer	Customer PO	Unit #
2966	Net 30	5/29/2024			
Item	Description	Quantity	Rate	Amount	
Complaint: Replace all batteries. Cause: Customer request					
Labor	Electrical System / Battery / Replace all batteries	1.00000	\$140.00	\$140.00	
Parts	Group Size 31T Battery - 31-MHD	4.00000	\$198.60	\$794.40	
				Subtotal	\$934.40
Complaint: Reseal front axle hub cover. Cause: Customer request					
Labor	Front Axle & Steering / General / Reseal front axle hub cover.	3.00000	\$140.00	\$420.00	
				Subtotal	\$420.00
Complaint: Repair exhaust tail pipe spring. Cause: Customer request					
Labor	Correction: Exhaust / General / Remove tailpipe hanger and insulate the hanger springs to eliminate the squeaking and rattling noise.	0.75000	\$140.00	\$105.00	
				Subtotal	\$105.00
Complaint: Repair right rear underbody wire harness. Cause: Customer request					
Labor	Correction: Chassis / Lighting & Electrical / Repair wiring harness as rear power distribution.	4.20000	\$140.00	\$588.00	
				Subtotal	\$588.00
Complaint: Replace rubber for cab lock. Cause: Customer request					

Item	Description	Quantity	Rate	Amount
Labor	Chassis / Cab / Replace rubber for cab lock	0.50000	\$140.00	\$70.00
			Subtotal	\$70.00

Complaint: Repack Waterous pump

Cause: Customer request

Labor	Correction: Fire Pump / General / Removed packing glands and cleaned up glands. Blew out packing and cleaned packing housing and pump shaft. Installed new packing, reinstalled packing glands, ran pump and adjusted packing as needed.	15.05000	\$140.00	\$2,107.00
Parts	Packing Replacement Kit CM/CS - K 667-8	1.00000	\$281.01	\$281.01
Parts	Packing Tool, Puller - 5782	1.00000	\$91.51	\$91.51
			Subtotal	\$2,479.52

Complaint: Rebuild pump master drain.

Cause: Customer request

Labor	Fire Pump / Valves / Rebuild pump master drain.	2.25000	\$140.00	\$315.00
Parts	Kit Repair Drain Valve - K 514-1	1.00000	\$24.00	\$24.00
			Subtotal	\$339.00

Complaint: Replace pump engine cooler.

Cause: Customer request

Labor	Correction: Fire Pump / General / Replaced pump engine cooler with new. Test and verified no leaks.	4.65000	\$140.00	\$651.00
Parts	50/50 - Anti-Freeze/Coolant Green (per gallon) - A/F	6.00000	\$10.99	\$65.94
Parts	COOLER,2.12 DIA X 24.50 LG ENG AUX COOL,2ND GEN - 42-7092	1.00000	\$637.99	\$637.99
Parts	1/2" Blue Silicone Heater Hose, per ft - MSC00050880	4.00000	\$8.79	\$35.16
Parts	#12 Worm Gear Hose Clamp - 24113	4.00000	\$2.06	\$8.24
			Subtotal	\$1,398.33

Complaint: Replace driver rear and master intake gauges.

Cause: Customer request

Labor	Fire Pump / Gauges / Replace driver rear and master intake gauges.	1.50000	\$140.00	\$210.00
Parts	GAUGE,3.55",C1,"PUMP INTAKE" 30-0-600PSI,WHITE,"Pierce" Bin 542 - 1452880-0002	1.00000	\$180.14	\$180.14
Parts	GAUGE,2",C1 (60mm) 30-0-400PSI,WHITE,"Pierce" - 1452878-0001	1.00000	\$134.84	\$134.84
			Subtotal	\$524.98

Complaint: Align rear discharge plumbing.

Cause: Customer request

Item	Description	Quantity	Rate	Amount
Labor	Correction: Fire Pump / General / Align rear discharge plumbing. Remove hose bed dividers, remove hose bed floor decking to gain access to rear discharge plumbing, realign brackets and shim the brackets. Torque fasteners, reinstall the hose bed floor decking, reinstall the hose bed dividers.	7.25000	\$140.00	\$1,015.00
			Subtotal	\$1,015.00
Complaint: Glue instrument cluster				
Cause: Customer request				
Labor	Correction: Chassis / Cab / Remove instrument cluster and glue studs back onto cluster. Re install panel that had fallen off	0.60000	\$140.00	\$84.00
			Subtotal	\$84.00
Complaint: Pump Test				
Cause: Customer request				
Labor	Correction: Pump / Test / Performed pump test	2.32143	\$140.00	\$325.00
			Subtotal	\$325.00
Complaint: Passenger side door alarm going off				
Cause: Customer request				
(Inspection)				
Labor	Correction: Chassis / Doors / Passenger rear compartment door switch bad and giving an alarm in the cab for a open door.	0.25000	\$140.00	\$35.00
Parts	Switch, Prox, NC W/Relay, W/Fuse - 63-4915	1.00000	\$190.77	\$190.77
			Subtotal	\$225.77
Complaint: Rebuild leaking valves				
Cause: Customer request				
(Inspection)				
Labor	Correction: Fire Pump / Valves / Performed vacuum test, found the passenger side large diameter and the drivers side #3 discharge valves leaking, remove, clean, rebuild, and reinstall discharge valves . Also found the pressure line and vacuum line fittings to the test gauge ports were cracked and leaking, remove test port fitting assembly and extract cracked off fitting and replace fittings. Performed vacuum test, pump passes vacuum test with 4" vacuum loss.	6.00000	\$140.00	\$840.00
Parts	Field Service Kit with Plastic Ball for 7625 & 7825 - Style 8906	1.00000	\$199.05	\$199.05
Parts	Field Service Kit with Plastic Ball for 7630, 7635, 7830 & 7835 - Style 8907	1.00000	\$272.00	\$272.00
Parts	Connector, Male, Brass, Compression Fitting, 1/4 X 1/4 - -11056-1	2.00000	\$6.58	\$13.16
			Subtotal	\$1,324.21
	Refueling	1.00	\$147.00	\$147.00

Unit: VIN: 4P1CS01A0DA013644
2013 Pierce Saber
Chassis: 20,724 Miles

Labor	\$6,905.00
Parts	\$2,928.21
Pre-Charge Subtotal	\$9,833.21
Refueling	\$147.00
Local (5.5% of \$0.00)	\$0.00
Total	\$9,980.21
Payments & Credits	\$0.00
Balance Due	\$9,980.21

A monthly finance charge of 1.5% will be added to all balances over 30 days. This amounts to 18% interest per year.
A 4% fee of the transaction account will be charged on all credit card payments.



Municipality	Franklin	Chassis Model	Saber	Pump Capacity	1250
Unit		Pump Make	Waterous	Pump Serial #	146986
Manufacturer	Pierce	Pump Model	CS	Pump Type	SS
Year	2013	Trans Gear Used	Drive	Gear Ratio	2.27
Job #	26376-1				

Suction Hose Size	6"	Hose Length	15'	Lift	4'
Speed check location	Tach	Ratio to Engine		Test site location	Markcsan
Atmospheric Pressure	30.3	Air Temp	49°F	Water temp	52°F
No Load Engine Speed	2380 RPM	Vac drop (5 min)	4" In. Hg	Time to prime	10 Seconds

Original UL Test

1260	GPM@150 PSI	1423	RPM
882	GPM@200 PSI	1577	RPM
630	GPM@250 PSI	1744	RPM

Tank to Pump Test

575

Pressure Control Device Test

+15	150 PSI
+15	200 PSI
+15	250 PSI

Pump Capacity @ 150 PSI

VAC 11"

Layout	3-2.5"	Nozzle/Flow	-	Position of Transfer Valve		SS
Time	Counter	RPM	Tach	Ap.Ga	Test Ga	Flow
1355	-	-	1450	150	150	1260
1400	-	-	1450	150	150	1260
1410	-	-	1450	150	150	1260
1415	-	-	1450	150	150	1260

Pump Capacity @ 165 PSI

VAC 12"

Layout	3-2.5"	Nozzle/Flow	-	Position of Transfer Valve		SS
Time	Counter	RPM	Tach	Ap.Ga	Test Ga	Flow
1415	-	-	1520	165	165	1320
1420	-	-	1520	165	165	1320

70% of Pump Capacity @ 200 PSI

VAC 6"

Layout	2-2.5"	Nozzle/Flow	-	Position of Transfer Valve		SS
Time	Counter	RPM	Tach	Ap.Ga	Test Ga	Flow
1420	-	-	1600	200	200	880
1430	-	-	1600	200	200	880

50% of Pump Capacity @ 250 PSI

VAC 3"

Layout	2-2.5"	Nozzle/Flow	-	Position of Transfer Valve		SS
Time	Counter	RPM	Tach	Ap.Ga	Test Ga	Flow
1430	-	-	1750	250	250	630
1440	-	-	1750	250	250	630

Foam System Water Flow Meter	Before Calibration	After Calibration
	N/A	N/A

Witnessed By: Steve

Date: 4/24/2024

Notes: Pumped Well

Final Results				
	150 PSI	165 PSI	200 PSI	250 PSI
Duration-min	20	5	10	10
Ave nozzle pressure/flow	1260	1320	880	630
Correction	6	6	3	2
Corrected pressure	156	171	203	252
GPM	1260	1320	880	630
Ave Pump Pressure	150	165	200	250
RPM Engine	1450	1520	1600	1750
RPM Pump	3292	3450	3632	3973



INVOICE # 10805679

SOUTHSIDE TIRE CO., INC.--FRANKL
9780 S. 60TH STREET

PAGE: 1

FRANKLIN, WI, 53132
414/235-3294

CUSTOMER: CITY OF FRANKLIN
7979 WEST RYAN ROAD
16559 FRANKLIN, WI 53132

BUSINESS: 414/425-2592 0 PO NUMBER: FFD112
VEHICLE: ENG.# 112 PIERCE
SALESMAN: 00087 LICENSE: 88141 WI
INVOICE DATE: 05/07/24 DUE: 06/10/24

Table with columns: PRODUCT, MECHANIC, QUANTITY, PRICE, F.E.T., EXTENSION. Includes items like FIRESTONE, MICHELIN, TRUCK DISMT, MT, REMOVE AND INSTAL, TORQUE WHEELS TO PROPER FT-LB, BRASS VALVE STEM, TIRE DISPOSAL, SHOP SUPPLIES, and SHOP RAGS, SKID, MOUNTING LUBRICANT, BRAKE CLEAN, CARB CLEAN, ANTISEIZE, BREAKAWAY, MURPHY LUBE, FREY LUBE, ETC. Total: 3558.48

MERCHANDISE: 3558.48
INVOICE TOTAL: 3558.48

CHARGE ACCOUNT 3558.48

Customers must check the torque on their lug nuts 100 miles after service.
Visit our NEW southsidetire.com for weekly promotions and "Like" our Facebook.

PLEASE REMIT PAYMENTS TO:
Southside Tire Co Inc
N2453 Hwy 45 South
Antigo, WI 54409
ap@southsidetire.com
800-575-6371

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	<p align="center">A Resolution to Authorize an Award for Kayla's Playground Poured-in-Place Flooring to Bluemel's Maintenance Service, Inc. for \$207,237.80</p>	<p align="center">ITEM NO. Ald. District 4 B.16.</p>

BACKGROUND

Kayla's Playground at Franklin Woods Nature Center at 3723 W. Puetz Road (TKN 854 9936 000) was opened in October 2015- 8.5 years ago. The Playground is very well attended and has many visitors throughout the year. As a busy the playground, the rubberized surface is ready for replacement. As such, on February 21, 2024, the Common Council directed Staff to continue soliciting and receiving bids for Kayla's Playground poured in place flooring.

ANALYSIS

Staff assembled the bidding documents and conducted a bidding process that included contractor prequalification and a pre-bid meeting. The bid consisted of a base bid for a vibrant surface of 70% color and 30% black as well as a more muted color palate of 50% color and 50% black. Each of those color options included performance testing and maintenance for the years during the 3-year guarantee. Another mandatory alternate bid included annual maintenance for years 4-10.

Two bids were received on March 13, 2024 from Innovista LLC- dba Softline Solutions (Waterford, Michigan) and Bluemel's Maintenance Service, Inc. (Greenfield, WI). The bid tabulation is attached. The bid summary is below:

<u>Option / Combination</u>	<u>Softline</u>	<u>Bluemel's</u>
Base (70/30 Color) Only	\$215,905.98	\$218,619.80
Alternate 1 (50/50 Color) Only	\$207,938.58	\$207,237.80
Base (70/30 Color) + Alt 2 (Annual Maint.)	\$224,305.98	\$267,619.80
Alt 1 (50/50 Color) + Alt 2 (Annual Maint.)	\$216,338.58	\$256,237.80

Staff, along with Ms. Michelle Runte, Ex-Officio Member of the Parks Commission, reviewed the submitted bids and are recommending to the Common Council that Bluemel's be selected for Alternate 1 (50/50 Color Option) only at \$207,237.80. The justification for this recommendation is that this is the least expensive option and the leftover budget in Fund 46 can be reassigned to other much-needed park amenities. The extra color would be nice, but not worth the additional \$8.6k. Likewise, the annual maintenance can be discussed in future year's budgets.

Alderwoman Day was instrumental in submitting a grant application with Saputo Legacy Funding and \$50,000 is anticipated. This funding is most appreciated to make the re-flooring project affordable to the City of Franklin. An agreement to accept this grant is forthcoming at a future Common Council meeting.

To accommodate the reflooring project, the playground is expected to be closed up to four weeks starting June 3, 2024. Volunteers are still appreciated for the week of June 3 to assist DPW with removal of the old flooring.

OPTIONS

Award the 50% Color / 50% Black Color Combination to Bluemel's, or other direction to Staff.

FISCAL NOTE

There is \$300,000 in the Capital Improvement Plan 2024 Budget, with \$50,000 anticipated funding by local donation and \$50,000 spend down of donation fund monies provided by local companies and residents throughout the community.

Staff is recommending that \$50,000 be allocated from the Saputo Legacy Funding, none of the donation funds be used, and the remainder be used from the Capital Improvement Plan. DPW estimates that approximately \$2,000 will be needed for supplies leaving approximately \$40,762.20 to be used for other Capital Improvement projects related to Parks.

+\$300,000.00	Adopted Budget- Capital Improvement Plan
-\$100,000.00	Donations identified in the 2024 Budget
-\$207,237.80	Bluemel's Construction
-\$2,000.00	DPW estimated expenses
+\$50,000.00	Saputo Grant (anticipated)
\$40,762.20	Remainder to be used for other Parks Equipment

RECOMMENDATION

Adopt Resolution 2024-_____ a resolution to authorize an award for Kayla's Playground Poured-in-Place Flooring at Franklin Woods Nature Center to Bluemel's Maintenance Service, Inc. for \$207,237.80

And authorize an additional \$2,000 for DPW to use for materials and supplies to self-perform the removal of the old flooring.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AUTHORIZE AN AWARD FOR
KAYLA'S PLAYGROUND POURED-IN-PLACE FLOORING
TO BLUEMEL'S MAINTENANCE SERVICE, INC. FOR \$207,237.80

WHEREAS, the City of Franklin advertised and solicited bids for a replacement of the poured-in-place surface at Kayla's Playground at Franklin Woods Nature Center at 3723 W. Puetz Road; and

WHEREAS, two bids were received on March 13, 2024 and Bluemel's Maintenance Service, Inc. from Greenfield, WI was the lowest responsive and responsible bidder; and

WHEREAS, Bluemel's Maintenance Service, Inc. is a qualified public works contractor.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the Kayla's Playground Poured in Place Flooring to Bluemel's Maintenance Service, Inc. for \$207,237.80

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Bluemel's Maintenance Service, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE STREET IMPROVEMENT FUND AND CAPITAL IMPROVEMENT FUND TO RE-APPROPRIATE \$147,800 OF STREET IMPROVEMENT APPROPRIATIONS FROM THE STREET IMPROVEMENT FUND TO THE CAPITAL IMPROVEMENT FUND	ITEM NUMBER M.17,

Background

On November 28, 2023, the Common Council adopted Ordinance No. 2023-2569 which adopted the 2024 Annual Budget. During the process of producing the 2024 Annual Budget, the City Engineer informed the Director of Finance of the need for a budget appropriation for the WisDOT Project on S. Lovers Lane Rd. from Rawson Ave. to W. College Ave. This was done but was appropriated to the incorrect fund.

The Street Improvement Fund focuses funding for local street improvements associated with the Local Street Improvement Program. The funding sources for the Local Street Improvement Program is resources from general property taxes, state transportation aids, a portion of landfill siting fees, and a biennial state grant for Local Road Improvements.

The Capital Improvement Fund focuses on capital expenditures for infrastructure or equipment with long useful lives that would require significant funding. In this case, the WisDOT has several road projects anticipated with large funding cost allocations to the City of Franklin. Essentially, these should be funded and expended through the Capital Improvement Fund.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to re-appropriate the WisDOT project on S. Lovers Lane Rd. from Rawson Ave. to W. College Ave.

Fiscal Note

The GL Numbers Associated with this amendment are:

Capital Improvement Fund – Fund 46			
46-0331-5823.3968	Street Improvement	Increase	\$147,800
Street Improvement Fund – Fund 47			
47-0331-5823.3968	Street Improvement	Decrease	\$147,800

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Street Improvement Fund and Capital Improvement Fund to Re-Appropriate \$147,800 of Street Improvement Appropriations from the Street Improvement Fund to the Capital Improvement Fund.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE STREET IMPROVEMENT FUND AND CAPITAL IMPROVEMENT FUND TO RE-APPROPRIATE \$147,800 OF STREET IMPROVEMENT APPROPRIATIONS FROM THE STREET IMPROVEMENT FUND TO THE CAPITAL IMPROVEMENT FUND

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget appropriated street improvement appropriations for the WisDOT project on S. Lovers Lane Rd. from Rawson Ave. to College Ave. in the Street Improvement Fund; and

WHEREAS, the appropriations are to be expended through the Capital Improvement Fund; and

WHEREAS, a budget amendment is needed to re-appropriate the \$147,800 expenditure from the Street Improvement Fund into the Capital Improvement Fund; and

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

Section 1 That the 2024 Street Improvement Fund Budget be amended as follows:

Street Improvement Fund				
0331	Highway	Street Improvements	Decrease	\$147,800

Section 2 That the 2024 Capital Improvement Fund Budget be amended as follows:

Capital Improvement Fund				
0331	Highway	Street Improvements	Increase	\$147,800

Section 3 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 4 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Jilly's LLC for 5484 West Rawson Avenue, TKN 741-9002-000	ITEM NO. Ald. District 5 A.18,

BACKGROUND

Pursuant to the approval of a Jilly's Carwash at 5484 West Rawson Avenue it is necessary to enter into a development agreement for public infrastructure improvements on the site.

ANALYSIS

This agreement provides for the necessary public infrastructure required for the development. Included in the agreement is the extension of public water main and a fire hydrant on the site.

Note the developer has requested a variation in the City's standard insurance requirements. They are proposing to provide \$1M/\$2M in General/Commercial Liability and will provide an additional \$10M aggregate for the umbrella coverage. The proposed insurance coverages are shown in the development agreement.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Contingencies are accepted with percentages and are included in financial guarantee.

RECOMMENDATION

Motion to adopt Resolution No. 2024- _____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Jilly's LLC for 5484 West Rawson Avenue, TKN 741-9002-000.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
WITH JILLY'S LLC FOR
5484 WEST RAWSON AVENUE, TKN 741-9002-000

WHEREAS, the Developer, Jilly's LLC is ready to proceed with the development at 5484 West Rawson Avenue and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

WHEREAS, the Developer will make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system, as provided in the Development Agreement; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development; and

WHEREAS, the developer is willing to proceed with the installation of the improvements provided for in the Development Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with Jilly's LLC.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2024 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

JILLY'S CAR WASH

May 2024

**DEVELOPMENT AGREEMENT
FOR
JILLY'S CAR WASH**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2024, by and between Jilly's LLC, a Wisconsin limited liability company, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, the Developer having applied to the City for development of a car wash, and the approval[s] thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system and sanitary system; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Development and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works

practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Fifty Thousand One Hundred Sixty-Five and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$50,165.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in

Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.

- (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
- (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;

- (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

A. General/Commercial Liability	<p>\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
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B Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property \$10,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
JILLY'S CAR WASH**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

**EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
JILLY'S CAR WASH**

**LEGAL DESCRIPTION
OF DEVELOPMENT**

Lot 1 of Certified Survey Map No. 9488, recorded in Milwaukee County Register of Deeds Office on May 12, 2023, as Document No. 11336892, being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
JILLY'S CAR WASH

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>
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Description of improvements required to be installed to develop the Jilly's Car Wash Development.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

1. Grading of all lots and blocks within the Development in conformance with the approved grading plan. *S
2. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. *S
3. Laterals and appurtenances from sanitary sewer main to each lot line as determined by the City *S
4. Water main and fittings in the streets and/or easement in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for *S

the final Development and service area.

5. Laterals and appurtenances from water main to the lot line; one for each lot, or as determined by the City Engineer together with curb stop as specified by the City. *S
6. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
7. Engineering, planning and administration services as approved. *S
8. Storm water management system as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. *S
9. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
JILLY'S CAR WASH

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer shall prepare a Certified Survey Map, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Development as proposed shall be recorded.

II. LOT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved Certified Survey Map.

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Development shall be served by a water main.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction
 - 1. All construction shall be in accordance with the specifications of the City.
 - 2. Inspection of the work shall be at the Developer's expense.
 - 3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Development shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Retaining Walls

1. Retainings walls shall be built where required by the City Engineer.
2. The structural design of said structures greater than three feet in height shall be done by an engineer or architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by

the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.

2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) The plat of survey has been approved by the City.
2. Building permits may be granted in certain cases without satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:
 - a) The gas, telephone and electrical services have been installed and are in operation.
 - b) The water system is installed, tested and approved.
 - c) The site is stabilized and all storm water management facilities have been re-certified.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.

1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR JILLY'S CAR WASH

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading and Erosion Control	N/A
Sanitary System	N/A
Water System	\$39,500.00
Storm Sewer System	N/A
Paving (including sidewalk)	N/A
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin, Storm Water Management	N/A
SUBTOTAL	\$39,500.00
Engineering/Consulting Services	N.A
Municipal Services (7% of Subtotal)	\$2,765.00
Contingency Fund (20% of Subtotal)	\$7,900.00
TOTAL:	\$50,165.00

Total: Fifty Thousand One Hundred Sixty-Five 00/100 Dollars.

APPROVED BY: _____ Date: _____
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
JILLY'S CAR WASH

ADDITIONAL DEVELOPMENT REQUIREMENTS
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1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
4. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
5. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
6. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
7. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
8. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the

City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.

9. Construction Requirements:

- a) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
- b) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
- c) All traffic shall enter the site from W. Rawson Avenue.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
JILLY'S CAR WASH

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	A Resolution Authorizing Certain Officials to Accept the Release of the Public Water Main Easement and to Accept New Public Water Main Easements at 5414, 5444, & 5484 West Rawson Avenue (TKN 741- 9004-000, 741-9003-000, and 741-9002-000)	ITEM NO. Ald. District 5 <i>2.19.</i>

BACKGROUND

Pursuant to the 2007 approval of the Fountains of Franklin development at S. 51st Street and W. Rawson Avenue, a public water main easement was included throughout the development. The easement was intended for planned future buildings within the development, however those buildings were not constructed.

With the proposed improvements (Jilly’s and Dunkin Donuts-Baskin Robbins) within the development, the release of this existing public water main easement is necessary. Three new water main easements will replace the released easement and serve a new public water main that will be installed through the three sites.

Pursuant to the approval of the proposed developments an existing water main easement depicted on the recorded Certified Survey Map No. 9488 is to be vacated, shall be released, and new easements recorded to accommodate the proposed improvements.

ANALYSIS

It is necessary to release the existing public water main easement and install three new public water main easements to proceed with the proposed improvements.

OPTIONS

Accept the release of the public water main easement and installation of three new water main easements;

or

Other direction to Staff.

FISCAL NOTE

There is no fiscal impact related to this acceptance.

RECOMMENDATION

Motion to adopt Resolution 2024-_____ a resolution authorizing certain officials to accept the release of the public water main easement and to accept new public water main easements at 5414, 5444, and 5484 West Rawson Avenue (TKN 741-9004-000, 741-9003-000, and 741-9002-000).

Engineering TAB

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE
RELEASE OF THE PUBLIC WATER MAIN EASEMENT AND TO ACCEPT NEW
PUBLIC WATER MAIN EASEMENTS AT
5414, 5444, AND 5484 WEST RAWSON AVENUE
(TKN 741-9004-000, 741-9003-000, AND 741-9002-000)

WHEREAS, the public water main easement depicted on the recorded Certified Survey Map No. 9488 is to be vacated; and

WHEREAS, the release of said easement is necessary for future development; and

WHEREAS, a new public water main and easement will be installed and dedicated to the City at 5414 West Rawson Avenue, TKN 741-9004-000; and

WHEREAS, a new public water main and easement will be installed and dedicated to the City at 5444 West Rawson Avenue, TKN 741-9003-000; and

WHEREAS, a new public water main and easement will be installed and dedicated to the City at 5484 West Rawson Avenue, TKN 741-9002-000; and

WHEREAS, the water main and all applicable appurtenances will be accepted after construction is complete and applicable inspection and testing indicate that the facilities are satisfactorily installed per applicable plans and specifications; and

WHEREAS, upon completion of the public water main installation, and approval by the City Engineer, the existing easement area will be vacated.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to release the existing public water main easement and accept the new public water main easements, and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easements accepting them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced by _____ at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Document Number

**RELEASE OF PLATTED
PUBLIC WATERMAIN EASEMENT
Title of Document**

See Legal Description & Exhibit

Recording Area

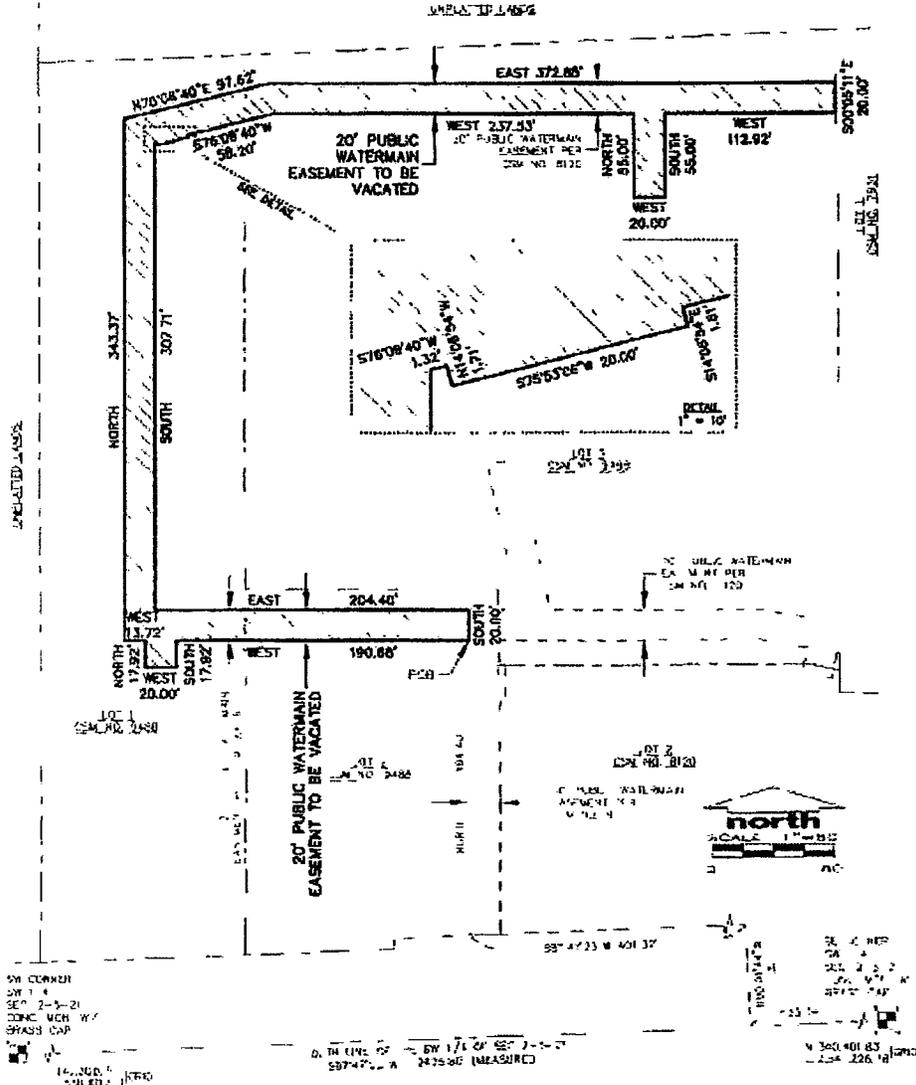
Name and Return Address

**Shirley J. Roberts, City Clerk
City of Franklin
9229 West Loomis Road
Franklin, WI 53132**

741 9002 000, 741 9003 000, 741 9004 000
Parcel Identification Number (PIN)

EXHIBIT A

PUBLIC WATERMAIN EASEMENT VACATION



SM CORNER
 LOT 4
 SEC 2-5-21
 CONC VCH W/7
 GRASS CAP
 14,200.0
 50,802.0

D. IN LINE OF SW 1/4 OF SEC 2-5-21
 S97°47'... A 243586 (MEASURED)

SE 1/4 NEP
 CA
 SEC 2-5-21
 SW 1/4
 3770' MAP
 N 360.00 83
 14,927.22 457

DRAFTED BY:
 BRIGHN D. SHAW, P.E.
 3885 N BROOKFIELD RD STE C
 BROOKFIELD, WI 53045

LEGEND:
 [Solid Line] 20' PUBLIC WATERMAIN EASEMENT TO BE VACATED
 [Dashed Line] EXIST 20' PUBLIC WATERMAIN EASEMENT PER M NO 9120 TO REMAIN

**RELEASE OF PLATTED
PUBLIC WATERMAIN EASEMENT**

1. The undersigned, City of Franklin, hereby releases and vacates all right, title, and interest that it may have in a certain public watermain easement, more particularly described as follows:

Being a part of Lot 1, Lot 2, and Lot 3 of Certified Survey Map No. 9488, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and describe as follow:

Commencing at the southeast corner of the Southwest 1/4 of said Section 2; thence South 87°47'23" West along the south line of said Southwest 1/4 section, 633.04 feet; thence North 00°01'44" West, 67.30 feet to the southeast corner of Lot 2 of Certified Survey Map No. 8120 and the north right-of-way line of West Rawson Avenue (C.T.H. "BB"); thence South 87°47'23" West along said north right-of-way line, 401.32 feet to the westerly line of a 20-foot wide Public Watermain Easement as shown on said Certified Survey Map No. 8120; thence Due North, 194.40 feet to the point of beginning;

Thence Due West, 190.68 feet; thence Due South, 17.92 feet; thence Due West, 20.00 feet; thence Due North, 17.92 feet; thence Due West, 13.72 feet; thence Due North, 343.37 feet; thence North 76°08'40" East, 97.62 feet; thence Due East, 372.85 feet to the west line of Lot 1 of Certified Survey No. 7931; thence South 00°05'11" East along said west line, 20.00 feet; thence Due West, 112.92 feet; thence Due South, 55.00 feet; thence Due West, 20.00 feet; thence Due North, 55.00 feet; thence Due West, 237.53 feet; thence South 76°08'40" West, 58.20 feet; thence South 14°06'54" East, 1.61 feet; thence South 75°53'06" West, 20.00 feet; thence North 14°06'54" West, 1.71 feet; thence South 76°08'40" West, 1.32 feet; thence Due South, 307.71 feet; thence Due East, 204.40 feet; thence Due South, 20.00 feet to the point of beginning.

Containing in all 21,495 square feet (0.4935 acre) of lands, more or less.

2. Attached to this Release as Exhibit A is a map showing the 20' public watermain easement to which the undersigned is relinquishing its rights and to which it is vacating.

WATER MAIN EASEMENT

Devo Properties/Rawson LLC
5414 W Rawson Avenue
TKN 741-9004-000

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Devo Properties/Rawson LLC, a Wisconsin limited liability company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main, including pipe, fittings, valves, hydrants and other water appurtenances, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southwest 1/4 of Section Two (2), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
8. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
9. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
10. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
11. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
12. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

13. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
16. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
17. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
18. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: _____

Devo Properties/Rawson LLC

By: _____
Gregory Devorkin, Manager

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the above
named _____, _____ of _____
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as
the voluntary act and deed of said corporation

Notary Public
()
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 20____ before me personally appeared John R. Nelson and
Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City
Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal
corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed
of said municipal corporation by its authority, and pursuant to Resolution File No. _____ adopted
by its Common Council on _____, 20____.

Notary Public
()
My commission expires _____

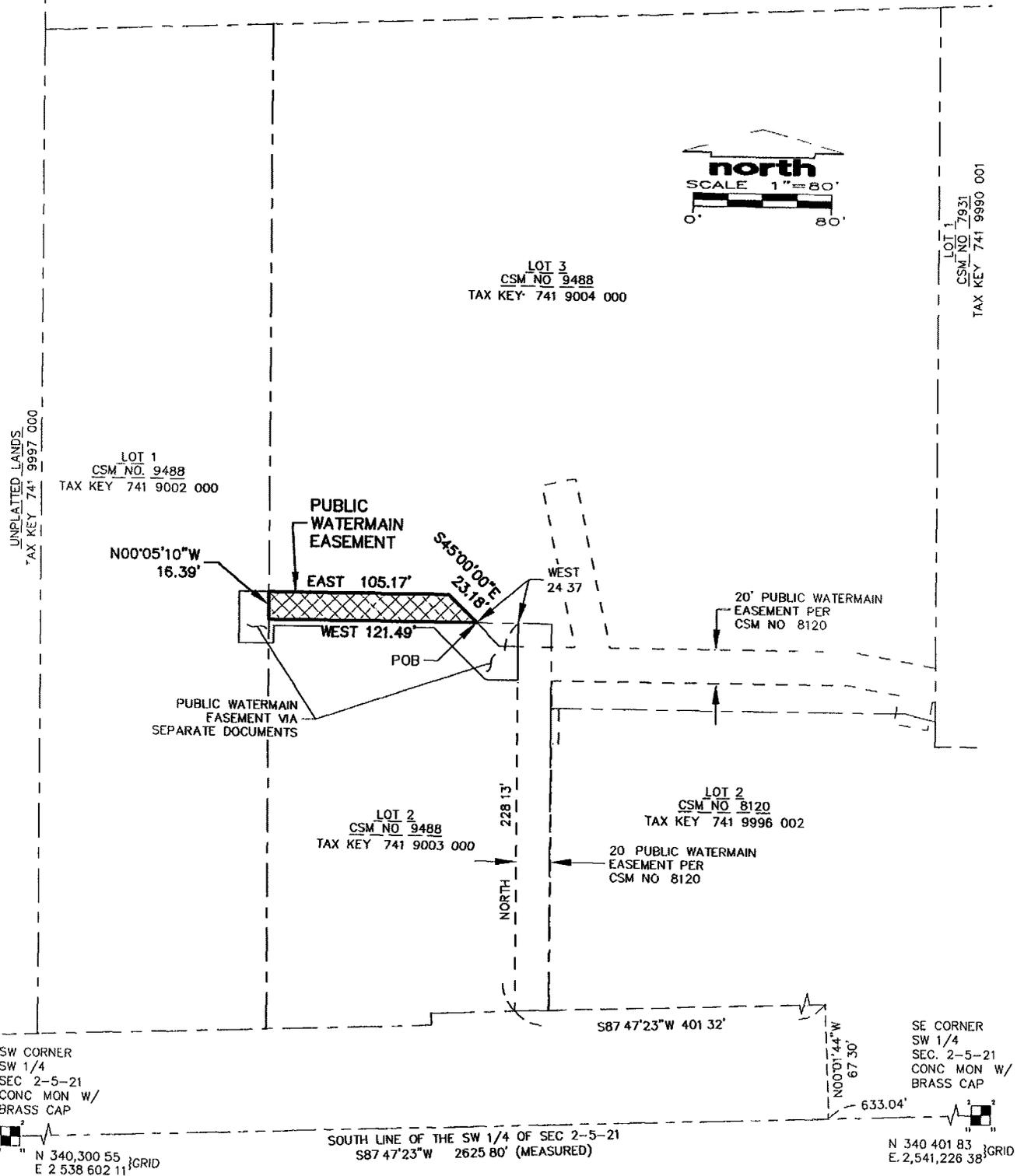
Exhibit A
(Description of the Property)

Lot 3 of Certified Survey Map No. 9488, recorded in Milwaukee County Register of Deeds Office on May 12, 2023, as Document No. 11336892, being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

PUBLIC WATERMAIN EASEMENT

UNPLATTED LANDS
TAX KEY E 741 1



DRAFTED BY:
BRIOHN DESIGN GROUP, LLC
3885 N BROOKFIELD RD., STE 200
BROOKFIELD, WI 53045

- LEGEND:**
- PROPOSED PUBLIC WATERMAIN EASEMENT
 - EXIST 20' PUBLIC WATERMAIN EASEMENT PER CSM NO 8120 REMAINED AFTER PARTIAL VACATION

Exhibit C
(Description of Easement Area)

Being a part of Lot 3 of Certified Survey Map No. 9488, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and describe as follow:

Commencing at the southeast corner of the Southwest 1/4 of said Section 2; thence South 87°47'23" West along the south line of said Southwest 1/4 section, 633.04 feet; thence North 00°01'44" West, 67.30 feet to the southeast corner of Lot 2 of Certified Survey Map No. 8120 and the north right-of-way line of West Rawson Avenue (C.T.H. "BB"); thence South 87°47'23" West along said north right-of-way line, 401.32 feet to the westerly line of a 20-foot wide Public Watermain Easement as shown on said Certified Survey Map No. 8120; thence Due North along said westerly line and then along it's northerly extension, 228.13 feet to the south line of said Lot 3 of; thence Due West along said south line, 24.37 feet to the point of beginning;

Thence continuing Due West along said south line, 121.49 feet to the southwest corner of said Lot 3; thence North 00°05'10" West along the west line of said Lot 3, 16.39 feet; thence Due East, 105.17 feet; thence South 45°00'00" East, 23.18 feet to the point of beginning.

Containing in all 1,857 square feet (0.0426 acre) of lands, more or less.

WATER MAIN EASEMENT

Dunkin Donuts (MCH Franklin RE LLC)
5444 W Rawson Avenue
TKN 741-9003-000

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and MCH Franklin RE LLC, a Wisconsin limited liability company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main, including pipe, fittings, valves, hydrants and other water appurtenances, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southwest 1/4 of Section Two (2), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
8. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
9. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
10. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
11. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
12. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

13. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
16. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
17. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
18. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: _____

MCH Franklin RE LLC , a Wisconsin limited liability company

By: _____

Kardo Rasha, Member

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the above
named _____, _____ of _____
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as
the voluntary act and deed of said corporation

Notary Public
()
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 20____ before me personally appeared John R. Nelson and
Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City
Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal
corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed
of said municipal corporation by its authority, and pursuant to Resolution File No. _____ adopted
by its Common Council on _____, 20____.

Notary Public
()
My commission expires _____

Exhibit A
(Description of the Property)

Lot 2 of Certified Survey Map No. 9488, recorded in Milwaukee County Register of Deeds Office on May 12, 2023, as Document No. 11336892, being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

PUBLIC WATERMAIN EASEMENT

UNPLATTED LANDS
TAX KEY E 741 1

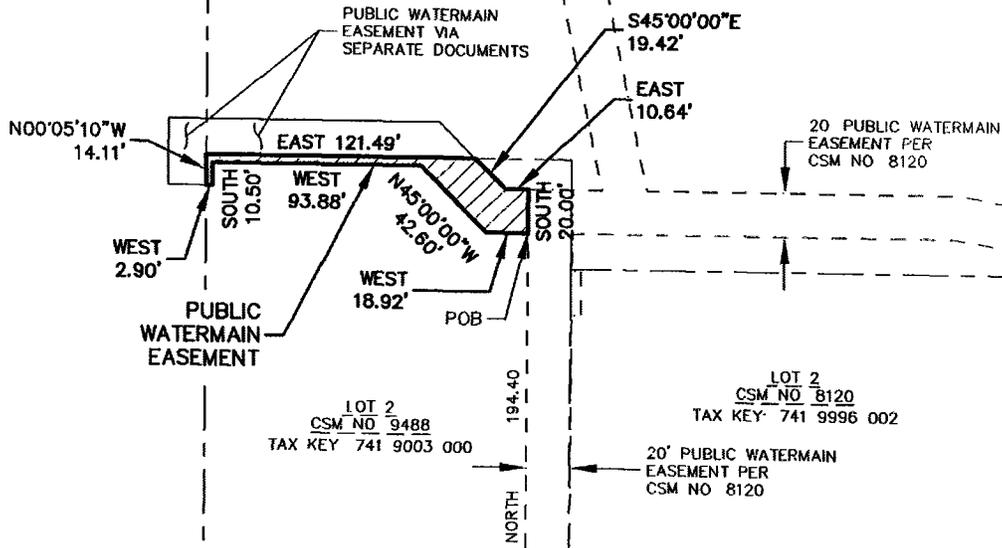


LOT 3
CSM NO 9488
TAX KEY 741 9004 000

LOT 1
CSM NO 7931
TAX KEY 741 9990 001

UNPLATTED LANDS
TAX KEY 741 9997 000

LOT 1
CSM NO 9488
TAX KEY 741 9002 000



SW CORNER
SW 1/4
SEC 2-5-21
CONC. MON W/
BRASS CAP

SE CORNER
SW 1/4
SEC. 2-5-21
CONC. MON W/
BRASS CAP

N 340 300 55 } GRID
E 2 538,602 11 }

SOUTH LINE OF THE SW 1/4 OF SEC 2-5-21
S87 47'23 W 2625 80' (MEASURED)

N 340,401 83 } GRID
E 2,541,226 38 }

DRAFTED BY:
BRIOHN DESIGN GROUP, LLC
3885 N BROOKFIELD RD, STE 200
BROOKFIELD, WI 53045

LEGEND:

- PROPOSED PUBLIC WATERMAIN EASEMENT
- EXIST 20' PUBLIC WATERMAIN EASEMENT PER CSM NO 8120 REMAINED AFTER PARTIAL VACATION

Exhibit C
(Description of Easement Area)

Being a part of Lot 2 of Certified Survey Map No. 9488, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and describe as follow:

Commencing at the southeast corner of the Southwest 1/4 of said Section 2; thence South 87°47'23" West along the south line of said Southwest 1/4 section, 633.04 feet; thence North 00°01'44" West, 67.30 feet to the southeast corner of Lot 2 of Certified Survey Map No. 8120 and the north right-of-way line of West Rawson Avenue (C.T.H. "BB"); thence South 87°47'23" West along said north right-of-way line, 401.32 feet to the westerly line of a 20-foot wide Public Watermain Easement as shown on said Certified Survey Map No. 8120; thence Due North along said westerly line, 194.40 feet to the point of beginning; Thence Due West, 18.92 feet; thence North 45°00'00" West, 42.60 feet; thence Due West, 93.88 feet; thence Due South, 10.50 feet; thence Due West, 2.90 feet to the west line of Lot 2 of said Certified Survey Map No. 9488 ; thence North 00°05'10" West along said west line, 14.11 feet to the northwest corner of said Lot 2; thence Due East along the north line of said Lot 2, 121.49 feet; thence South 45°00'00" East, 19.42 feet; thence Due East, 10.64 feet to the west line of said 20-foot wide Public Watermain Easement; thence Due South along said west line, 20.00 feet to the point of beginning.

Containing in all 1,340 square feet (0.0308 acre) of lands, more or less.

WATER MAIN EASEMENT

Jilly's LLC
5484 W. Rawson Avenue
TKN 741-9002-000

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Jilly's LLC, a Wisconsin limited liability company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main, including pipe, fittings, valves, hydrants and other water appurtenances, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southeast 1/4 of the Southwest 1/4 of Section Two (2), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
8. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
9. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
10. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
11. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
12. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

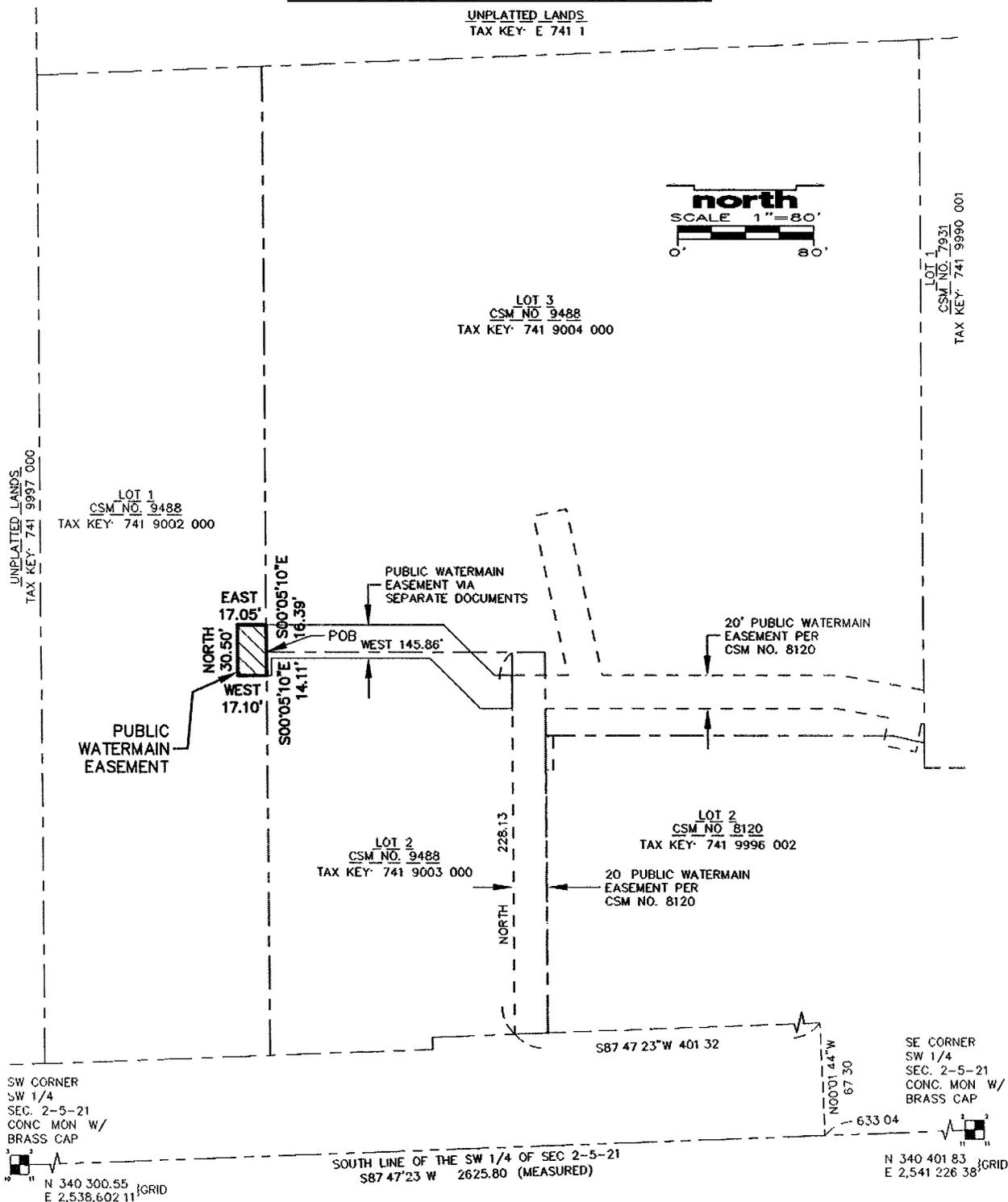
13. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
16. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
17. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
18. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

Exhibit A
(Description of the Property)

Lot 1 of Certified Survey Map No 9488, recorded in Milwaukee County Register of Deeds Office on May 12, 2023, as Document No. 11336892, being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

PUBLIC WATERMAIN EASEMENT



DRAFTED BY:
BRIOHN DESIGN GROUP, LLC
3885 N BROOKFIELD RD., STE 200
BROOKFIELD, WI 53045

LEGEND.

-  PROPOSED PUBLIC WATERMAIN EASEMENT
-  EXIST 20' PUBLIC WATERMAIN EASEMENT PER CSM NO 8120 REMAINED AFTER PARTIAL VACATION

Exhibit C
(Description of Easement Area)

Being a part of Lot 1 of Certified Survey Map No. 9488, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and describe as follow:

Commencing at the southeast corner of the Southwest 1/4 of said Section 2; thence South 87°47'23" West along the south line of said Southwest 1/4 section, 633.04 feet; thence North 00°01'44" West, 67.30 feet to the southeast corner of Lot 2 of Certified Survey Map No. 8120 and the north right-of-way line of West Rawson Avenue (C.T.H. "BB"); thence South 87°47'23" West along said north right-of-way line, 401.32 feet to the westerly line of a 20-foot wide Public Watermain Easement as shown on said Certified Survey Map No. 8120; thence Due North along said westerly line and then along it's northerly extension, 228.13 feet to the north line of Lot 2 of said Certified Survey Map No. 9488; thence Due West along said north line, 145.86 feet to the northwest corner of said Lot 2 and the point of beginning;

Thence South 00°05'10" East along the east line of said Lot 1, 14.11 feet; thence Due West, 17.10 feet; thence Due North, 30.50 feet; thence Due East, 17.05 feet to said east line; thence South 00°05'10" East along said east line, 16.39 feet to the point of beginning.

Containing in all 521 square feet (0.0120 acre) of lands, more or less.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$30,000 OF TREES & LANDSCAPING RESOURCES AND APPROPRIATIONS FOR THE PURCHASING AND INSTALLATION OF DEVELOPER TREES	ITEM NUMBER M.201

Background

Annually, the City of Franklin Highway Department purchases trees for any new development or subdivision within the City. Developer Agreements are written to support the purchasing and installation of the trees with a payment term pre-determined. There are developer funds available in either escrow deposits with the City or Letters of Credit in favor of the City (billed prior to purchasing). The Developers place the funds with the City as tree planting takes place after the final punch list items have been completed. By placing the funds with the City, the developer responsibility for tree planting is satisfied. The Highway Department includes a fee for planting services of the trees purchased with the funds.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide for the purchase and installation of trees utilizing Developer Funds.

Fiscal Note

There is no direct impact to the budget as this amendment provides for the offset from developer contributions.

The GL Numbers associated with this amendment are:

Capital Outlay Fund – Fund 41

Revenue:

41-0000-4730	Developer Grant-Trees	Increase	\$30,000
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Expenditure:

41-0331-5821	Trees & Landscaping	Increase	\$30,000
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COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Capital Outlay Fund to Provide \$30,000 of Trees & Landscaping Resources and Appropriations for the Purchasing and Installation of Developer Trees.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$30,000 OF TREES & LANDSCAPING RESOURCES AND APPROPRIATIONS FOR THE PURCHASING AND INSTALLATION OF DEVELOPER TREES

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate trees & landscaping funds for the purchasing and installation of developer trees throughout the City of Franklin; and

WHEREAS, there are developer funds available in either escrow deposits with the City or Letters of Credit in favor of the City; and

WHEREAS, the developer funds will be used to purchase and install the developer trees; and

WHEREAS, a budget amendment is needed to appropriate the \$30,000 expenditure into the Capital Outlay Fund; and

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

Section 1 That the 2024 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund

0000	Misc. Revenue	Developer Grant-Trees	Increase	\$30,000
0331	Highway	Trees & Landscaping	Increase	\$30,000

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	Resolution to Execute a State/Municipal Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for West Puetz Road Pathway in the Amount of \$440,000	ITEM NO. Ald. Dist. 1 & 2 M.21

BACKGROUND

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W. St Martins Road to S. 76th Street. Staff submitted a TAP grant application on October 27, 2023 and Common Council passed a resolution supporting the project on November 7, 2023 (Resolution No. 2023-8061).



Staff participated on the Advisory Committee on Transportation System Planning and Programming for the Milwaukee Urbanized Area (Milwaukee TIP Committee) and this project was recommended for construction funding in the 2027-2028 funding cycles.

On April 3, 2024 (item G.14), Common Council directed staff to proceed with the solicitation of a design consultant for this project.

ANALYSIS

Staff has been in contact with Wisconsin Department of Transportation (WisDOT) staff that administers the TAP program and has been discussing how to implement the project at the earliest available opportunity. There appears to be an opportunity to start the design in the fall of 2024.

The attached State/Municipal Agreement (SMA) allows the project to proceed through the process of finding a consulting firm for design and permitting, completing the plans, and finding a contractor.

Solicitation of a design consultant is underway, after the solicitation has closed, Staff along with Aldermen Holpfer and Eichmann will provide WisDOT with a list of selected firms for final consideration.

Note that the location of the path will be determined in during the design process. Construction is not likely to occur until 2027, but could advance sooner if the design and permitting is completed and TAP funding for construction is available prior to 2027.

OPTIONS

Approve or Deny SMA for the grant.

FISCAL NOTE

This Puetz Pathway trail project has an estimated design and construction budget of \$2,200,000 with \$1,760,000 grant (80%) and \$440,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$272,800) leaving \$167,200 impact to the City’s budget in 2024, 2025,

and 2026. An amendment to the 2024 budget will be brought to a future meeting when/if a consultant is selected.

RECOMMENDATION

Motion to adopt Resolution 2024-_____ a resolution to execute a State/Municipal Financial Agreement for an infrastructure transportation alternatives program (TAP) project in the amount of \$440,000.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

RESOLUTION TO EXECUTE A
STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION
ALTERNATIVES PROGRAM (TAP) PROJECT FOR WEST PUETZ ROAD PATHWAY
IN THE AMOUNT OF \$440,000

WHEREAS, Wisconsin Department of Transportation (WisDOT) has awarded Franklin a Transportation Alternatives Program (TAP) Project grant for a pathway along West Puetz Road from West St Martins Road to South 76th Street; and

WHEREAS, this section of West Puetz Road, covering a distance of 1.3 miles, is a crucial arterial road connecting various neighborhoods and accommodating approximately 750 residential homes, condominiums, and apartment units; and

WHEREAS, the City of Franklin is committed to providing safe and accessible transportation options for its residents, including pedestrian and bicycle accommodations; and

WHEREAS, the City of Franklin recognizes the importance of active transportation infrastructure to enhance the quality of life and promote sustainable development within the community; and

WHEREAS, the overwhelming public support for improved pedestrian and bicycle accommodations on West. Puetz Road has been demonstrated through public feedback, community engagement, and surveys.

WHEREAS, this 80% grant requires that the City of Franklin, the project sponsor, commit to a variety of requirements in this federal program and accept the responsibilities required to comply with the State and Federal funding agencies.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that it would be in the best interest of the City to enter into a State/Municipal Financial Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for West Puetz Road pathway in the amount of \$440,000.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

Subprogram #: 290
Program Name: TAP

Date: May 13, 2024
I.D.: 2976-04-01/71
WisDOT UEI #: CBE4JHP1S8H7
Project Sponsor UEI #: TBD
FAIN ID: TBD
Project Title: C FRANKLIN, PUETZ RD PATHWAY
Location/Limit: S 76TH ST TO W ST MARTINS RD
Project Length (if applicable): 1.3 Miles
Project Sponsor: **City of Franklin**
County: Milwaukee
MPO Area (if applicable): SEWRPC

The signatory, the **City of Franklin**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Puetz Road is a busy arterial road with no shoulders and ditches which provide an unsafe option for bicycle and pedestrian use.

Proposed Improvement - Nature of work: Construct a 10ft separated pathway to accommodate bicycle and pedestrian users.

The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$1,760,000** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$1,760,000** federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20 205 – Highway Planning and Construction

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: TBD

Commencement deadline: TBD

Completion deadline: TBD

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by TBD, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2976-04-01					
Design	\$320,000	\$256,000	80%*	\$64,000	BAL*
Design Review #	\$20,000	\$16,000	80%*	\$4,000	BAL*
ID 2976-04-71					
Participating Construction	\$1,840,000	\$1,472,000	80%*	\$368,000	BAL*
Participating Construction Review #	\$20,000	\$16,000	80%*	\$4,000	BAL*
Non-Participating Construction	\$0		0%	\$0	100%
Total Est. Cost Distribution	\$2,200,000	\$1,760,000	MAX	\$440,000	N/A

*This project has a TAP federal funding maximum of \$1,760,000. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of the City of Franklin (please sign in blue ink)	
Name (print) John R Nelson	Title Mayor
Signature	Date
Name (print) Shirley J. Roberts	Title City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print) Danielle L. Brown	Title Director of Finance & Treasurer
Signature	Date
Approved as to form and execution	
Name (print) Jesse A Wesolowski	Title City Attorney
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United

States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec 213 (revised to 23 U.S.C. sec 133 per the FAST Act of 2015)
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis Stat. Sec 16.754
 - c. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. Sec 84 06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 5 Funding for the project is subject to inclusion in Wisconsin’s approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project
- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping
 - h. Preliminary Engineering.
 - i. State Review Services
 - j. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
- 7 State Disbursements
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state

- b A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Real estate for the improvement.
 - e. Construction engineering for inspection, staking, and testing of sanitary sewer and water main
 - f. Conditioning, if required and maintenance of detour routes.
 - g. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - h. All work related to underground storage tanks and contaminated soils
 - i. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM)
- 9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
- 11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
- 12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
- 13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

- 14 A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids
- 15 The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
- 16 Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities
- 18 The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
- 24 The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin This provision shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause
- 26 The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51 01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

27 When applicable to the project, the Project Sponsor will at its own cost and expense

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects
- e. Provide relocation orders and real estate plats and easements, as required by the project
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause

28 It is further agreed by the Project Sponsor that

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project

Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30 Responsibility for Damage and Tort Claims The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor, or on account of or in consequence of any neglect in safeguarding the work, or because of any act or omission, neglect or misconduct of the Project Sponsor, or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees, or any other law, ordinance, order or decree relating to the Project Sponsor's operations So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State, or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State, except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party

31 The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency,
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

- c Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above,
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default, and
- e That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum.* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. *Non-Appropriation of Fund* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. *Maintenance of Records* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis Stats Sec 19 31 et seq , and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions
The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the

total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less
The project federal funding maximum of \$1,760,000 is cumulative for all federal funded project phases

39. **Federal Redistribution Funding** If all or part of the federal share to this project consists of Federal Redistribution Funding, the Project Sponsor understands and agrees that Federal Redistribution Funding is not guaranteed. Project Sponsor understands and agrees to potentially receive Federal Redistribution Funding, Project Sponsor must meet all applicable state and federal program rules to be considered for inclusion in the department's 2024 Federal Redistribution request

Additional information relating to the 2024 Federal Redistribution Initiative can be found at the following webpage <https://wisconsin.gov/Pages/doing-business/redistribution.aspx> Failure to meet or complete with all applicable state and federal program rules may result in funding being unavailable for the project. In the event funding is not available or is not granted to a project (all types) for any reason, Project Sponsor agrees to bear all project costs incurred and will indemnify and hold harmless the State for any and all costs or liabilities associated with the same.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/2024
REPORTS & RECOMMENDATIONS	An Ordinance to Amend § 55-1 of the Municipal Code to Retitle the Position of City Engineer/Director of Public Works to City Engineer and to Restructure the Department of Public Works and Sewer and Water Superintendents, Respectively, to Report Directly to the Mayor.	ITEM NUMBER D. 201

BACKGROUND

The proposed ordinance aims to restructure the Department of Public Works, Sewer and Water, and Engineering by removing the City Engineer's oversight of the Department of Public Works and Sewer and Water. The title of City Engineer would be changed to City Engineer from City Engineer / Director of Public Works. This change is necessary to address the current span of control, which is deemed too vast for one position. The restructuring is expected to enhance operational efficiency, improve budget oversight, and mitigate potential conflicts of interest. Additionally, the Department of Public Works and Sewer and Water Superintendents would report directly to the Mayor, ensuring more direct and efficient communication lines.

- **Enhanced Efficiency:** The restructuring, by streamlining decision-making processes and allowing the Superintendent of the Department of Public Works and the Superintendent of Sewer and Water to oversee their respective departments directly, reporting to the Mayor, ensures that departmental operations are managed efficiently and effectively, providing a clear path to improved service delivery.
- **Conflict of Interest Mitigation:** The Director of Engineering oversees the Department of Public Works and Sewer and Water, creating a potential conflict of interest. This change removes conflicts, aligns with best practices in organizational structure, and enhances municipal financial checks and balances.
- **Improved Budget Oversight:** Under the proposed structure, each department would have its dedicated oversight, preventing the consolidation of budgetary control under one director. This distributed approach fosters accountability and transparency in financial management. For instance, the Superintendent of the Department of Public Works would be responsible for managing the budget for all public works projects, while the Superintendent of Sewer and Water would oversee the budget for all water and sewer operations.
- **Long Overdue Restructuring:** The proposed changes, which represent a necessary evolution in the city's organizational structure, are not just a response to a long-standing issue. They are a proactive step towards adapting to current needs and industry standards, enabling the city to better meet the demands of its constituents and ensure effective and transparent governance.

RECOMMENDATION

The Mayor, Director of Administration and Human Resources, Director of Finance and Treasurer, and the superintendents of DPW and Sewer and Water recommend the approval of the proposed ordinance to restructure the Department of Public Works, Sewer and Water, and Engineering. This change is vital for improving operational efficiency, mitigating conflicts of interest, and enhancing financial oversight within the municipality.

COUNCIL ACTION REQUESTED

Motion to approve An Ordinance to Amend § 55-1 of the Municipal Code to Retitle the Position of City Engineer/Director of Public Works to City Engineer and to Restructure the Department of Public Works and Sewer and Water Superintendents, Respectively, to Report Directly to the Mayor.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND § 55-1 OF THE MUNICIPAL CODE TO RETITLE THE POSITION OF CITY ENGINEER/DIRECTOR OF PUBLIC WORKS TO CITY ENGINEER AND TO RESTRUCTURE THE DEPARTMENT OF PUBLIC WORKS AND SEWER AND WATER SUPERINTENDENTS TO REPORT DIRECTLY TO THE MAYOR

WHEREAS, § 55-1 of the Municipal Code lists City Officials, unclassified service, and the Common Council of the City of Franklin having determined it necessary to retitle the position of City Engineer/Director of Public Works to City Engineer, and

WHEREAS, § 55-1 of the Municipal Code lists City Officials, unclassified service, and the Common Council of the City of Franklin having determined it necessary to restructure the Department of Public Works and Sewer and Water Superintendents to report directly to the Mayor.

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

- SECTION 1: § 55-1 of the Municipal Code of Franklin, Wisconsin, is hereby amended to retitle the position of City Engineer from City Engineer/Director of Public Works to City Engineer and to restructure the Department of Public Works and Sewer and Water Superintendents, respectively to report directly to the Mayor.
- 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 or 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.

ORDINANCE NO. 2024-____
Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
on this 21st day of May 2024.

APPROVED:

JOHN R. NELSON, MAYOR

ATTEST:

SHIRLEY J. ROBERTS, CITY CLERK

AYES ____ NOES ____ ABSENT ____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND § 55-1 OF THE MUNICIPAL CODE TO RETITLE THE POSITION OF CITY ENGINEER/DIRECTOR OF PUBLIC WORKS TO CITY ENGINEER AND TO RESTRUCTURE THE DEPARTMENT OF PUBLIC WORKS AND SEWER AND WATER SUPERINTENDENTS TO REPORT DIRECTLY TO THE MAYOR

WHEREAS, § 55-1 of the Municipal Code lists City Officials, unclassified service, and the Common Council of the City of Franklin having determined it necessary to retitle the position of City Engineer/Director of Public Works to City Engineer, and

WHEREAS, § 55-1 of the Municipal Code lists City Officials, unclassified service, and the Common Council of the City of Franklin having determined it necessary to restructure the Department of Public Works and Sewer and Water Superintendents to report directly to the Mayor.

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ORDINANCE NO. 2024-_____
Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
on this 21st day of May 2024.

APPROVED:

JOHN R. NELSON, MAYOR

ATTEST:

SHIRLEY J. ROBERTS, CITY CLERK

AYES ____ NOES ____ ABSENT ____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Health Grants Fund and Donations Fund to Provide Additional Resources and Appropriations for Various Health Grants & Donations	ITEM NUMBER <i>JS. 23,</i>

Background

The City was awarded various health grants with funding continuations into the 2024 calendar year. These grants operate on a fiscal year different from the City of Franklin’s fiscal year (January 1-December 31). Programs to operate these grants did not spend all the allotted grant dollars in the quarter ended Dec 31, 2023 that were provided by the Grant. The 2024 Annual Budget only includes resources and appropriations covering labor expenses.

Analysis

The Health Director is requesting that the un-used 2023 Grant funds be carried over to 2024 to preserve the resources allocated to these grants. Also, appropriations for spending through the 2024 Budget need to be approved. These expenditures will be covered through appropriate grant funding and donations accepted.

Recommendation

The Health Director and the Finance Director recommend adoption of the attached Budget Amendment.

Fiscal Impact

Fund 25 – Health Grants Fund

Revenues

25-0000-4143.7039	Increase	\$4,080
25-0000-4143.7024	Increase	\$7,583
25-0000-4143.7019	Increase	\$1,263
25-0000-4143.7020	Increase	\$6,861
25-0000-4143.7034	Increase	\$39,956
25-0000-4143.7033	Increase	\$13,334
25-0000-4143.7004	Increase	\$11,980
25-0000-4143.6990	Increase	\$65,947
25-0000-4143.6991	Increase	\$360,416
25-0000-4143.6989	Increase	\$65,350
25-0000-4143.7023	Increase	\$121,402
25-0000-4143.7002	Increase	\$21,000

Fund 28 – Donations Fund

28-0000-4744.7005	Increase	\$2,500
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Appropriations – The Director of Health and Human Services and Director of Finance will determine which expenditure accounts are appropriate to allocate expense funds to.

Fund 25 – Health Grants Fund

Project 7039	Increase	\$4,080
Project 7024	Increase	\$7,583
Project 7019	Increase	\$1,263
Project 7020	Increase	\$6,861
Project 7034	Increase	\$39,956
Project 7033	Increase	\$13,334
Project 7004	Increase	\$11,980
Project 6990	Increase	\$65,947
Project 6991	Increase	\$360,416
Project 6989	Increase	\$65,350
Project 7023	Increase	\$121,402
Project 7002	Increase	\$21,000

Fund 28 – Donations Fund

28-0411-5329.7005	Increase	\$2,500
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COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to Amend Ordinance No. 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Health Grants Fund & Donations Fund to Provide Additional Resources and Appropriations for Various Health Grants & Donations.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE HEALTH GRANTS FUND AND DONATIONS FUND TO PROVIDE ADDITIONAL RESOURCES AND APPROPRIATIONS FOR VARIOUS HEALTH GRANTS AND DONATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the Common Council approved the Director of Health and Human Services to accept, execute and deliver the all Health Department Grants within the City of Franklin; and

WHEREAS, these grants assist the Franklin Health Department in offering programming and services to residents based upon analysis and assessment of community needs in addition to the services required by State and Municipal codes, and

WHEREAS, these grants and donations have been awarded to the City of Franklin for an agreement term period determined within the contract document; and

WHEREAS, appropriations are needed in the 2024 budget to process invoices pertaining to the grants and donations; and

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

Section 1 That a 2024 Health Grant Fund Budget be amended as follows:

Health Grant Fund

Resources

Communicable Disease	25-0000-4143.7039	Increase	\$4,080
IMMS	25-0000-4143.7024	Increase	\$7,583
Childhood Lead	25-0000-4143.7019	Increase	\$1,263
MCH	25-0000-4143.7020	Increase	\$6,861
PHEP	25-0000-4143.7034	Increase	\$39,956
CRI	25-0000-4143.7033	Increase	\$13,334
Qual Data Grant	25-0000-4143.7004	Increase	\$11,980
CDC Workforce	25-0000-4143.6990	Increase	\$65,947
ARPA	25-0000-4143.6991	Increase	\$360,416
IMMS Supp	25-0000-4143.6989	Increase	\$65,350
Public Health Infrastructure	25-0000-4143.7023	Increase	\$121,402
SPF	25-0000-4143.7002	Increase	\$21,000

Appropriations

Communicable Disease	Project 7039	Increase	\$4,080
IMMS	Project 7024	Increase	\$7,583
Childhood Lead	Project 7019	Increase	\$1,263

MCH	Project 7020	Increase	\$6,861
PHEP	Project 7034	Increase	\$39,956
CRI	Project 7033	Increase	\$13,334
Qual Data Grant	Project 7004	Increase	\$11,980
CDC Workforce	Project 6990	Increase	\$65,947
ARPA	Project 6991	Increase	\$360,416
IMMS Supp	Project 6989	Increase	\$65,350
Public Health Infrastructure	Project 7023	Increase	\$121,402
SPF	Project 7002	Increase	\$21,000

Section 2 That a 2024 Donations Fund Budget be amended as follows:

28-0000-4744.7005	WI Cancer Collaborative	Increase	\$2,500
28-0411-5329.7005	Operating Supplies	Increase	\$2,500

Section 3 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 4 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	A Resolution to Supersede a State/Municipal Financial Agreement for a Wisconsin Department of Transportation Project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60th Street to West St Martins Road in the Amount of \$370,000	ITEM NO. Ald. Dist. 1, 2, 4, & 6 <i>24.</i>

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60th Street to West St Martins Road. WisDOT has this project now scheduled to received bids on November 12, 2024.

Previously, the City asked WisDOT to incorporate a 10-foot pathway along the north/east side of this project and this was monumented with a State/Municipal Agreement (SMA) and State/Municipal Financial Agreement (SMFA) in Resolution 2022-7833. On June 7, 2023, Common Council considered the cost of the City’s portion of the project to increase from \$672,700 to \$1,181,108 and adjusted budgets accordingly. The City is currently paying invoices for the cost of land acquisition services. On August 15, 2023 (item G.13), the estimate was refined by WisDOT and the current SMFA was executed for \$1,482,100.

ANALYSIS

Staff shared concerns with WisDOT regarding the continued increases beyond the original SMFA and through exploring additional options for funding, Staff was notified that the path portion of this project would be eligible for redistribution funds under a Transportation Alternatives Program (TAP) Project grant, if selected. If awarded the TAP grant would fund 80% of the pathway costs (\$1,211,200), with the City responsible for the project sponsor funds at 20% (\$302,800). Staff submitted a project readiness form to WisDOT for consideration of this project.

Elsewhere on the agenda is an SMA for the TAP grant for the pathway in the amount of \$302,800.

This revised SMFA supersedes the current SMFA for \$1,482,100 and removes the 80% cost share as related to the path if the TAP grant is awarded to Franklin. This SMFA will only be processed by the State if the redistribution funds from the TAP grant are awarded to Franklin. Due to timing of the awards and the State let date for this project, these signatures are needed now.

If the TAP grant is awarded, there would be a total of \$672,800 between the SMA and SMFA:

- SMFA for State-Let project in the amount of \$370,000
- SMA for TAP grant for pathway in the amount of \$302,800

If the TAP grant is not awarded to Franklin for this project, the current SMFA for \$1,482,100 would remain the SMFA of record.

OPTIONS

Approve or deny the revised SMFA;
or
Other direction to Staff.

FISCAL NOTE

Some of this project (land acquisition) is being paid now as the expenses are incurred, but the majority of it is expected to be paid in 2025. This capital improvement (Fund 46-0551-5833) project is eligible for 62% reimbursement from the accumulated park impact fees (estimated \$417,136) and the reminder \$255,664 would need to be paid for with other local budgeted funding.

RECOMMENDATION

(Option A) Adopt Resolution 2024-____ a resolution to execute a State/Municipal Financial Agreement for an infrastructure transportation alternatives program (TAP) project for a WisDOT project on South Lovers Lane Road/West Ryan Road in the amount of \$370,000.

Engineering Department: TAB/GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO SUPERSEDE A STATE/MUNICIPAL FINANCIAL AGREEMENT
FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON
SOUTH LOVERS LANE ROAD / WEST RYAN ROAD (USH 45 / STH 100)
FROM SOUTH 60TH STREET TO WEST ST MARTINS ROAD
IN THE AMOUNT OF \$370,000

WHEREAS, Wisconsin Department of Transportation (WisDOT) has 2025 construction project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60th Street to West St Martins Road; and

WHEREAS, the City of Franklin asked WisDOT to incorporate a 10-foot pathway along the north/east side of this project and this was monumented with a State Municipal Agreement (SMA) and State Municipal Financial Agreement (SMFA); and

WHEREAS, a State/Municipal Financial Agreement for the improvements was approved on August 15, 2023;

WHEREAS, WisDOT has provided a refined estimate and Transportation Alternative Program (TAP) funding would allow for reduced cost to the City of Franklin;

WHEREAS, due to timing of grant awards and the State let date for this project, this SMFA is needed now, but will only be fully executed by the state if a TAP grant is awarded to Franklin.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that it would be in the best interest of the City to enter into a State/Municipal Financial Agreement for a Wisconsin Department of Transportation Project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60th Street to West St Martins Road in the amount of \$370,000.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by _____ Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



**2nd Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

This agreement supersedes the agreement signed by the Municipality on August 18 & 23, 2023 and signed by the State on August 30, 2023

Revised Date May 14, 2024
Date November 18, 2021, August 2, 2023
ID 2040-15-03/23/24/73
Road Name STH 100
Title C FRANKLIN, LOVERS LANE
Limits 60TH STREET TO ST MARTINS ROAD
County Milwaukee
Roadway Length 2.96 Miles

The signatory **City of Franklin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request. Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering Plan Development	\$ 1,050,000	\$ 1,050,000	100%	\$ -	0%
Real Estate Acquisition					
Acquisition for Roadway (23)	\$ 105,000	\$ 105,000	100%	\$ -	0%
Acquisition for sidewalk/path (24)	\$ 280,000	\$ -	0%	\$ 280,000	100%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction					
Participating	\$ 15,030,000	\$ 15,030,000	100%	\$ -	0%
Non-Participating	\$ 90,000	\$ -	0%	\$ 90,000	100%
Total Cost Distribution	\$ 16,555,000	\$ 16,185,000		\$ 370,000	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Franklin (please sign in blue ink)	
Name (print) John R Nelson	Title Mayor
Signature	Date
Name (print) Shirley J Roberts	Title City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print) Danielle L Brown	Title. Director of Finance & Treasurer
Signature	Date
Approved as to form and execution	
Name (print) Jesse A Wesolowski	Title City Attorney
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility

Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs

- (a) Design engineering and state review services
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components
- 3 Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic
 - (c) Roadway and bridge width in excess of standards
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations
- 4 As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs
- 5 If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State

in behalf of the project

- 6 The work will be administered by the State and may include items not eligible for federal/state participation
- 7 The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- 8 Basis for local participation:
 - (a) Funding for preliminary engineering for a connecting highway 100% Federal/State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for real estate required for sidewalk installation, 100% Municipal
 - (d) Funding for compensable utilities required for standard roadway construction, 100% Municipal
 - (e) Funding for construction of standard roadway items – 100% Federal/State
 - (f) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	<p align="center">A Resolution to Execute a State/Municipal Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for a Wisconsin Department of Transportation Project on S. Lovers Lane / W. Ryan Road (USH 45 / STH 100) from S. 60th Street to W. St. Martins Road in the Amount of \$302,800</p>	<p align="center">ITEM NO. Ald. Dist. 1, 2, 4, & 6 <i>J. 25.</i></p>

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane / W. Ryan Road (USH 45 / STH 100) from S. 60th Street to W. St. Martins Road. WisDOT has this project now scheduled to received bids on November 12, 2024.

Previously, the City asked WisDOT to incorporate a 10-foot pathway along the north/east side of this project and this was monumented with a State Municipal Agreement (SMA) and State Municipal Financial Agreement (SMFA) in Resolution 2022-7833. On June 7, 2023, Common Council considered the cost of the City’s portion of the project to increase from \$672,700 to \$1,181,108 and adjusted budgets accordingly. The City is currently paying invoices for the cost of land acquisition services. On August 15, 2023 (item G.13), the estimate was refined by WisDOT and the current SMFA was executed for \$1,482,100.

ANALYSIS

Staff shared concerns with WisDOT regarding the continued increases beyond the original SMFA and through exploring additional options for funding, Staff was notified that the path portion of this project would be eligible for redistribution funds under a Transportation Alternatives Program (TAP) Project grant, if selected. If awarded the TAP grant would fund 80% of the pathway costs (\$1,211,200- current estimate without land acquisition), with the City responsible for the project sponsor funds at 20% (\$302,800). This results in a savings to the City of over \$900,000. Staff submitted a project readiness form to WisDOT for consideration of this project.

Elsewhere on the agenda is a revised SMFA for the State-let project on S. Lovers Lane / W. Ryan Road (USH 45 / STH 100) from S. 60th Street to W. St. Martins Road for \$370,000. This revised SMFA supersedes the current SMFA for \$1,482,100 and removes the 80% cost share as related to the path if the TAP grant is awarded to Franklin. **The SMFA will only be processed by the State if the redistribution funds from the TAP grant are awarded to Franklin.** Due to timing of the awards and the State let date for this project, these signatures are needed at this meeting.

If the TAP grant is awarded, there would be a total of \$672,800 between the SMA and SMFA:

- SMFA for State-Let project in the amount of \$370,000
- SMA for TAP grant for pathway in the amount of \$302,800

If the TAP grant is not awarded, the current SMFA in the amount of \$1,482,100 would remain the SMFA of record.

OPTIONS

Approve or deny the SMA for the TAP grant and proceed with application for the TAP grant;
or
Other direction to Staff.

FISCAL NOTE

Some of this project (land acquisition) is being paid now as the expenses are incurred, but the majority of it is expected to be paid in 2025. This capital improvement (Fund 46-0551-5833) project is eligible for 62% reimbursement from the accumulated park impact fees (estimated \$417,136) and the remainder \$255,664 would need to be paid for with other local budgeted funding.

RECOMMENDATION

(Option A) Adopt Resolution 2024-____ a resolution to execute a State/Municipal Agreement for an infrastructure transportation alternatives program (TAP) project for a WisDOT project on S. Lovers Lane/W. Ryan Road in the amount of \$302,800.

Again, if the TAP grant is not awarded, the current SMFA in the amount of \$1,482,100 would remain the SMFA of record.

Engineering Department: TAB/GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO EXECUTE A STATE/MUNICIPAL AGREEMENT FOR
AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
PROJECT FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON
SOUTH LOVERS LANE ROAD / WEST RYAN ROAD (USH 45 / STH 100)
FROM SOUTH 60TH STREET TO WEST ST MARTINS ROAD
IN THE AMOUNT OF \$302,800

WHEREAS, Wisconsin Department of Transportation (WisDOT) has 2025 construction project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60th Street to West St Martins Road; and

WHEREAS, the City of Franklin asked WisDOT to incorporate a 10-foot pathway along the north/east side of this project and this was mounumented with a State Municipal Agreement (SMA) and State Municipal Financial Agreement (SMFA); and

WHEREAS, the City of Franklin is committed to providing safe and accessible transportation options for its residents, including pedestrian and bicycle accommodations; and

WHEREAS, the City of Franklin recognizes the importance of active transportation infrastructure to enhance the quality of life and promote sustainable development within the community; and

WHEREAS, the pathway within this construction project would be eligible for redistribution funding through the Transportation Alternatives Program (TAP); and

WHEREAS, this 80% grant requires that the City of Franklin, the project sponsor, commit to a variety of requirements in this federal program and accept the responsibilities required to comply with the State and Federal funding agencies;

WHEREAS, due to timing of grant awards and the State let date for this project, this SMA is needed now, but will only be fully executed by the state if a TAP grant is awarded to Franklin.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that it would be in the best interest of the City to enter into a State/Municipal Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60th Street to West St Martins Road in the amount of \$302,800.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



**STATE/MUNICIPAL AGREEMENT
FOR AN INFRASTRUCTURE
TRANSPORTATION
ALTERNATIVES PROGRAM (TAP)
PROJECT**

Subprogram # 290
Program Name TAP

Date May 13, 2024
ID 2040-15-74
WisDOT UEI #: CBE4JHP1S8H7
Project Sponsor UEI #: TBD
FAIN ID: TBD
Project Title C FRANKLIN, RYAN RD PATHWAY
Location/Limit ST MARTINS RD TO ROOT RIVER BRIDGE
Project Length (if applicable) 2.96 Miles
Project Sponsor **City of Franklin**
County Milwaukee
MPO Area (if applicable) SEWRPC

The signatory, the **City of Franklin**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015)

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes

NEEDS AND ESTIMATE SUMMARY

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Ryan Road is a busy arterial road with minimal shoulders which provide an unsafe option for bicycle and pedestrian use.

Proposed Improvement - Nature of work: Construct a 10ft separated pathway to accommodate bicycle and pedestrian users.

The Project Sponsor agrees to the following Federal Fiscal Year 2024 Redistribution TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$1,211,200** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$1,211,200** federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20 205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: TBD

Commencement deadline: TBD

Completion deadline: TBD

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by TBD, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2976-04-71					
Participating Construction	\$1,286,900	\$1,029,520	80%*	\$257,380	BAL*
Participating Construction Oversight	\$217,100	\$173,680	80%*	\$43,420	BAL*
Participating Construction Review #	\$10,000	\$8,000	80%*	\$2,000	BAL*
Non-Participating Construction	\$0		0%	\$0	100%
Total Est. Cost Distribution	\$1,514,000	\$1,211,200	MAX	\$302,800	N/A

*This project has a TAP federal funding maximum of \$1,211,200. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of the City of Franklin (please sign in blue ink)	
Name (print) John R Nelson	Title Mayor
Signature	Date
Name (print) Shirley J Roberts	Title City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print) Danielle L Brown	Title Director of Finance & Treasurer
Signature	Date
Approved as to form and execution	
Name (print) Jesse A Wesolowski	Title City Attorney
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

GENERAL TERMS AND CONDITIONS:

- 1 All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization
- 2 Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging
- 3 The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following
 - a Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United

States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance " The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation

- c All applicable DBE requirements that the State specifies
 - d Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec 213 (revised to 23 U S C sec 133 per the FAST Act of 2015)
- 4 Additional applicable state and federal requirements may include, but are not limited to, the following
- a Prevailing wage requirements, including but not limited to 23 U S C 113 and Wis Stat Sec. 103 50
 - b Buy America Provision and its equivalent state statutes, set forth in 23 U S C 313 and Wis Stat Sec 16 754
 - c Competitive bidding requirements set forth in 23 U S C 112 and Wis Stat Sec 84 06

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 5 Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program Federal funding will be limited to participation in the costs of the following items, as applicable to the project
- a The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind
 - b Storm sewer mains necessary for the surface water drainage
 - c Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main
 - d Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main)
 - e Signing and pavement marking, including marking of detour routes Detour routes and haul roads are not eligible on local projects
 - f New installations or alteration of street lighting and traffic signals or devices.
 - g Landscaping
 - h State Review Services
 - i Other eligible TAP non-infrastructure items as enumerated in the approved application
- 6 Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program
- 7 State Disbursements
- a Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment Exceptions to this schedule will be made as appropriate In general, State reimbursements will be made after sufficient proof of payment is sent to the state

- b A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8 Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project
 - a New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities
 - b Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage
 - c Detour routes and haul roads The Project Sponsor is responsible for determining the detour route
 - d Real estate for the improvement
 - e Construction engineering for inspection, staking, and testing of sanitary sewer and water main
 - f Conditioning, if required and maintenance of detour routes
 - g Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - h All work related to underground storage tanks and contaminated soils
 - i Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM)
- 9 The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis Stat Sec. 85.021 and all applicable federal laws 23 USC sec 213 (revised to 23 U S C sec 133 per the FAST Act of 2015)
- 10 Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U S C 112 and Wis Stat Sec 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services
- 11 The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
- 12 The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process
- 13 The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities

- 14 A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids
- 15 The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted
- 16 Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction
- 17 The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities
- 18 The project is subject to a discretionary DBE goal assessment.
- 19 The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions
- 20 If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work
- 21 If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand
- 22 Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project
- 23 The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested
- 24 The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020
- 25 In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause
- 26 The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51 01 (5), sexual orientation as defined in s. 111 32 (13m), or national origin

27 When applicable to the project, the Project Sponsor will at its own cost and expense

- a Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year
- b Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction
- c Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street
- d Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects
- e Provide relocation orders and real estate plats and easements, as required by the project
- f Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls
- g Provide maintenance and energy for lighting
- h Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause

28 It is further agreed by the Project Sponsor that

- a The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement
- b The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission
- c The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays
- d All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration

29 The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project

Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion

LEGAL RELATIONSHIPS:

- 30 Responsibility for Damage and Tort Claims The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor, or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees, or any other law, ordinance, order or decree relating to the Project Sponsor's operations So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State, or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State, except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U S C 4331 - 4332, 23 U S C 138 or Public Law 91-646

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement

- a The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis Stat Sec 779.14
 - b Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party
- 31 The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29
- a Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency,
 - b Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above,
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official
- 32 *Contract Modification* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally
- 33 *Binding Effects* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors No rights under this State/Municipal Agreement may be transferred to a third party This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement Nor does it accord on any non-party the right of enforcement
- 34 *Choice of Law and Forum* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin
- 35 Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity

PROJECT FUNDING CONDITIONS

- 36 *Non-Appropriation of Fund* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination
- 37 *Maintenance of Records* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department The Department reserves the right to audit and inspect such records and accounts at any time The Project Sponsor shall provide appropriate accommodations for such audit and inspection
- In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete
- Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis Stats Sec 19 31 et seq , and shall be preserved by the Project Sponsor
- 38 The Project Sponsor agrees to the following Federal Fiscal Year 2024 Redistribution TAP project funding conditions The maximum participation of federal funding will be limited to 80% of the actual eligible project

cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$1,211,200 is cumulative for all federal funded project phases.

- 39 Federal Redistribution Funding. If all or part of the federal share to this project consists of Federal Redistribution Funding, the Project Sponsor understands and agrees that Federal Redistribution Funding is not guaranteed. Project Sponsor understands and agrees to potentially receive Federal Redistribution Funding, Project Sponsor must meet all applicable state and federal program rules to be considered for inclusion in the department's 2024 Federal Redistribution request.

Additional information relating to the 2024 Federal Redistribution Initiative can be found at the following webpage: <https://wisconsin.gov/Pages/doing-business/redistribution.aspx>. Failure to meet or complete with all applicable state and federal program rules may result in funding being unavailable for the project. In the event funding is not available or is not granted to a project (all types) for any reason, Project Sponsor agrees to bear all project costs incurred and will indemnify and hold harmless the State for any and all costs or liabilities associated with the same.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
Reports & Recommendations	An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Ken Windl Park Pavilion Repairs in the Amount of \$65,000.00	ITEM NUMBER J.S. 261

Background

On November 28, 2023, the 2024 Annual Budget was approved. Through year end analysis, Department Heads have requested carryforward appropriations for unused 2023 Annual Budgeted funds into the 2024 Annual Budget. Within this carry forward request, the following specifically identified project is included:

Parks – Ken Windl Pavilion Repairs	\$65,000.00	41-0551-5822	Capital Outlay Fund – Parks
TOTAL Carry Forward	\$65,000.00		

Analysis

This budget amendment is needed to start the work on this project.

Fiscal Note

The fiscal impact of the carry forwards is that unused 2023 funds, as specifically identified by account number in this request, will be used to fund these items which were all authorized in the 2023 Adopted Budget.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2024-____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budgets for the Capital Outlay Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Ken Windl Park Pavilion Repairs in the Amount of \$65,000.00.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM THE 2023 ANNUAL BUDGET FOR KEN WINDL PARK PAVILION REPAIRS IN THE AMOUNT OF \$65,000.00

WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2023-2569, the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the Public Works Department has requested unused funding appropriations be carried forward into 2024 in the amount of \$65,000.00 from the Capital Outlay Fund for the specifically identified project and expenditure which was not completed in 2023; and

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

Section 1 That the 2024 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund				
0551	Parks	Building Improvements	Increase	\$65,000

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 3 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Authorize Amendment 9, to Task Order 5 to Ruckert & Mielke, Inc. for Final Services Related to South Hickory Street within Tax Increment District No. 8 for a Professional Fee of \$9,150	ITEM NUMBER Ald. District 4 D.27,

BACKGROUND

Ruckert & Mielke (R&M) has been assisting the City with the development of the Franklin Corporate Park in the vicinity of S. 27th Street, W. Oakwood Road, W. South County Line Road, and the Root River. Tax Increment District (TID) No. 8 has been created for this same area.

This amendment to Task Order 5 will aid in the final closure of the S. Hickory Street and related improvements.

ANALYSIS

While closing out the construction work for S. Hickory Street, additional efforts were needed related to some defective work on the storm sewer system. Specifically, sloppy grouting caused immense problems throughout the storm system and Ruckert & Mielke had to spend significant time to review camera inspection and assist in the negotiations with the contractor for acceptable closure to the issue. As a penalty, the contractor deducted \$6,998.14 to help compensate for the additional Ruckert & Mielke efforts (see the progress estimate for the final change order, Additional Items CO 03).

Slope stability for one of the bioretention basins caused some redesign efforts of a retaining wall. This took significant time to prepare and administrate the repairs. The contractor was issued Change Order 5 on July 18, 2023 for the construction work.

The native plants required in the MMSD green funding did not all survive the winter and some additional efforts were needed to inventory them and coordinate with the contractor to replace them.

The value of the additional services above are worth \$23,200. However, the time and materials for the expected services were less than anticipated by \$14,050 thanks to efforts on the W. Oakwood Road median work, leaving \$9,150 over budget.

Some additional Ruckert & Mielke time was anticipated for the entirety of the time and materials project, but the above three issues were considerably more than anticipated. It was anticipated that the net result would be a savings, but the final accounting of hours was otherwise. Note that \$9,150 extra offset with the \$6,998.14 penalty to the contractor (hindsight should have been negotiated higher) is only a net increase of \$2,151.86.

OPTIONS

Accept or Reject Resolution authorizing Ruckert & Mielke for final services help close out this project.

FISCAL NOTE

This is an eligible expense for TID 8. The GL number would be 40-0331-5219. Note that TID 8 has started collecting minimal revenue but projects like this are needed to facilitate development that creates the revenue. A full summary of the final project cost is shown on the final change order for Buteyn-Peterson Construction Co., Inc. elsewhere on this agenda. **The final project is \$435,414.67 under budget.**

COUNCIL ACTION REQUESTED

Authorize Resolution 2024-_____ A resolution to authorize Amendment 9, to Task Order 5 to Ruekert & Mielke, Inc. for final services related to S. Hickory Street within Tax Increment District No. 8 for a professional fee of \$9,150 (contingent on adoption of budget amendment elsewhere on this agenda).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AUTHORIZE AMENDMENT 9, TO TASK ORDER 5 TO
RUEKERT & MIELKE, INC. FOR
FINAL SERVICES RELATED TO SOUTH HICKORY STREET WITHIN
TAX INCREMENT DISTRICT NO. 8
FOR A PROFESSIONAL FEE OF \$9,150

WHEREAS, Franklin is developing the Franklin Corporate Park in the southeast corner of the City known as Tax Increment District 8 (TID8) through resolution 2020-7620; and

WHEREAS, Ruekert & Mielke is performing several professional services for TID8, including, but not limited to improvements of S. Hickory Street; and

WHEREAS, the construction of the S. Hickory Street, W. Oakwood road median, and other related infrastructure is complete; and

WHEREAS, Ruekert & Mielke had a time and materials contract and provided additional services for unusual issues unforeseen when the original contract was executed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Ruekert & Mielke be authorized to perform Amendment 9, to Task Order 5 for final services related to South Hickory Street within Tax Increment District No. 8. for a Professional Fee of \$9,150.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Amendment 9 To Task Order No. 5 - consisting of 8 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a. Effective Date of Task Order 5: June 5, 2018
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

- a. Engineer shall perform Additional Services as directed by City staff:

Defective Work and Warranty Items for Hickory Street Pavement Improvements

Provide professional services to the City of Franklin to address defective work and warranty items over the course of the Hickory Street Pavement Improvements project.

Defective Storm Sewer:

- Review storm sewer televising reports showing defective storm sewer improvements
- Attend meetings with Contractor and City staff.
- Scope out defects and develop recommendations for repairs with City staff.
- Construction review and administration of repairs to defective work including storm sewer replacement, storm sewer cleaning and repairs to impacted granular base, asphalt binder course pavement and concrete curb and gutter.
- Review revised televising reports to verify defects have been addressed

Slope Stability at Bioretention Cell No 8 Warranty Item:

- Review erosion control inspection report showing slope stability issue.
- Attend on-site meeting to assess slope stability issue.
- Develop alternative conceptual repair plans.
- Coordination with Hanes Geo and Presto Geosystems to refine alternatives develop recommendation of repair.
- Coordination with Buteyn-Peterson Construction Co., Inc to provide a change proposal
- Develop Change Order No 5.
- Stake slope stability repairs on site
- Construction review of repairs and track additional quantities.

Defective Native Plant Plugs:

- Review erosion control inspection report showing status of native plant plug growth and establishment.

Amendment to Task Order

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and American Society of Civil Engineers. All rights reserved.

- Visit the site periodically to monitor native plant plug growth.
 - Attend on-site meeting with City staff to verify the number of live native plant plugs
 - Coordination with Natural Landscapes, Inc. to help determine the cause of defects.
 - Review initial installation construction report, review construction contract and prepare correspondence to Buteyn-Peterson Construction Co., Inc. declaring native plant plugs defective.
 - Construction review of replacement of defective native plant plugs.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
- No modifications
- c. Services specifically excluded from this amendment because they are already completed or determined to be unnecessary for the scope of this amendment are as follows:
- None.
- d. Resident Project Representative (RPR) Services:
- Exhibit D of the Agreement is omitted from this Task Order Amendment. The authority and responsibilities of the Resident Project Representative shall follow the General Conditions and Supplementary Conditions of the Construction Contract. The Construction Contract for the South Hickory Street Pavement Improvements project is expressly incorporated in this Task Order Amendment by reference.
- e. The responsibilities of Owner with respect to the Task Order are modified as follows:
- Provide Project Manager to coordinate Owner's activities.
 - Provide legal services as required for Project.
 - Attend Project meetings.
- f. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order Amendment
- g. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:

Value of Additional Services Listed Above:	\$ 23,200.00
Amount of Available Budget:	<u>\$ -14,050.00</u>
Net Amount This Amendment:	\$ 9,150.00

- The amount of this amendment is further offset by \$6,998.14 withheld from Buteyn-Peterson Construction Co , Inc. by the City of Franklin in accordance with Article 14 03 F in the Standard General Conditions of the Construction Contract for costs and damages arising out of or related to the Defective Work. This amount is shown as Item CO 03 on Application for Payment No 5 (Final).
- The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C

Amendment to Task Order

- f. The schedule for rendering services under this Task Order is modified as follows:
- Services described above have already been provided

3. Other Modifications to Agreement and Exhibits:

- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
 - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2024.
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2024.
- Replace Exhibit G in Agreement with the attached, which is effective for services provided under Amendments 7, 8 and 9 to Task Order No. 5 only:
 - Exhibit G (Revised) – Insurance

4. Attachments:

- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2024.
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2024.
- Exhibit G (Revised) – Insurance

5. Consultants retained as of the Effective Date of the Task Order:

- None.

6. Task Order 5 Summary (Reference Only)

a.	Original Task Order amount:	\$ 1,201,850 00
b.	Net change for prior amendments:	\$ 878,669.00
c.	This amendment amount:	<u>\$ 9,150.00</u>
d.	Adjusted Task Order amount:	\$ 2,089,669.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect. The Effective Date of this Amendment is May 21, 2024.

OWNER:

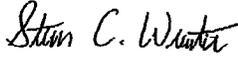
ENGINEER:

By: _____

Name: John R Nelson

Title: Mayor

Date Signed: _____

By:  Digitally signed by Steven C Wurster
Date: 2024.05.10 10:17:42 -05'00'

Name: Steven C. Wurster, P.E. (WI, IL)

Title: Vice President/COO

Date Signed: May 10, 2024

By: _____

Name: Shirley Roberts

Title: City Clerk

Date Signed: _____

By: _____

Name: Danielle Brown

Title: Director of Finance and Treasurer

Date Signed: _____

APPROVED AS TO FORM:

By: _____

Name: Jesse A Wesolowski

Title: City Attorney

Date Signed: _____

Amendment to Task Order

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Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2024

MISCELLANEOUS

Mileage

For Engineers and Technicians	.74/mile
For Construction Review Technicians	.78/mile
For Survey Crews	.95/mile

Print Productions	.50/sq. foot
Color copies	.50/page
B&W copies	20/page
Color plots	2.50/sq. foot
Scanning	.60/scan
GPS equipment	140.00/day
ATV fee	135.00/day
Robotics equipment	140.00/day
Drone (MAVIC)	200.00/day
Drone (P4RTK) / Survey	500.00/day

Appendix 2 to Exhibit C – Standard Hourly Rates Schedule – 2024

STANDARD HOURLY RATES

ENGINEERING SERVICES

Engineer 1	\$ 126.00
Engineer 2	147.00
Engineer 3	156.00
Engineer 4 (Project Engineer)	179.00
Engineer 5 (PM)	189.00
Engineer 6 (Senior PM)	206.00
Engineer 7 (Team Leader)	226.00
Engineer 8 (President/VP's)	234.00
Engineer 9 (Company CEO)	295.00
Engineer Technician 1	119.00
Engineer Technician 2	130.00
Engineer Technician 3	145.00
Senior Engineer Technician	171.00

PROFESSIONAL CONSULTING SERVICES

Hydraulic Modeler	159.00
Senior Hydraulic Modeler	209.00
Environmental Scientist 3	146.00
Environmental Scientist 4	154.00
Environmental Scientist 5	166.00
Principal Environmental Professional	207.00
Economic Consultant 2	166.00
Economic Consultant 3	176.00
Senior Economic Consultant	230.00
IT/GIS Analyst 1	146.00
IT/GIS Analyst 2	165.00
IT/GIS Analyst 3	180.00
IT/GIS Analyst 4	199.00
Asset Management Consultant	216.00
SCADA Analyst	129.00
Senior SCADA Analyst	214.00

SURVEYING SERVICES

Surveying Technician	\$ 109.00
Crew Chief/Surveyor	150.00
Professional Surveyor	166.00

STANDARD HOURLY RATES

CONSTRUCTION REVIEW SERVICES

Construction Review Technician 1	\$ 91.00
Construction Review Technician 2	109.00
Senior Construction Review Technician	125.00
Erosion Control Specialist	125.00
Construction Review Manager	157.00

Note: Overtime rates will be 120% of standard rate for construction review services

ADMINISTRATIVE SERVICES

Administrative Assistant	92.00
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This is **EXHIBIT G (REVISED)**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 4, 2014.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$10,000,000
 - 2) General Aggregate: \$10,000,000
 - e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage). \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$2,000,000

Exhibit G (Revised) – Insurance

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and American Society of Civil Engineers. All rights reserved.

B. **Additional Insureds:**

1. **Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds**
2. **During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.**
3. **The Owner shall be listed on Engineer's general liability policy**

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2024
Reports & Recommendations	<p style="text-align: center;">A Resolution to Award Final Change Order No. 6 To Buteyn-Peterson Construction Co., Inc. For the Franklin Corporate Park – South Hickory Street Improvements for \$2,754.70</p>	<p style="text-align: center;">ITEM NO. Ald. District 4</p> <p style="text-align: right;"><i>H.S.</i></p>

BACKGROUND

On April 19, 2022, Common Council awarded the S. Hickory Street improvements to Buteyn-Peterson Construction Co., Inc. in the amount of \$2,993,327.00. S. Hickory Street is a new street in the Franklin Corporate Park connecting W. Oakwood Road to the current terminus of W. Elm Road. Improvements to W. Oakwood Road were added to accommodate development along S. Oakwood Road. This work is included in the Tax Increment District (TID) 8 and needed for commitments to developers within TID 8.

ANALYSIS

Ruekert & Mielke is the engineer on this project providing construction administration and has provided a recommendation that this project is ready for final completion and payment.

Five change orders have been issued thus far and this final change order number 6 in the amount of \$2,754.70 is a final audit for the units installed for this unit price contract.

OPTIONS

Approve or deny the Change Order.

FISCAL NOTE

The Tax Increment District (TID) 8 budget and borrowing which was already executed for the construction of this road was \$3.5 million. **The final project is \$435,414.67 under budget.**

\$257,750.00	R&M Amendment 4- Hickory Road design work (Nov 16, 2021)
\$28,100.00	R&M Amendment 5- Oakwood median design work (Dec 21, 2021)
\$2,993,327.00	Buteyn-Peterson construction project (April 19, 2022)
\$444,550.00	R&M Amendment 6 for full time inspection services (April 19, 2022)
(874,232.70)	Reimbursement from MMSD Green funds (May 3, 2022)
\$46,110.00	PSI Contract for materials testing (June 7, 2022)
\$92,666.25	WE Energies Relocation Work (June 7, 2022)
\$15,139.10	BP Change Order No. 1- Drain Tile / Driveway Access (September 6, 2022)
\$1,920.00	Actual BP Change Order No. 2- Asbestos (September 6, 2022 approved for \$4,000)
\$24,726.98	Actual BP Change Order No. 3- 2023 Surface Paving (October 18, 2022)
0.00	BP Change Order No. 4- Street Lighting Supply Issues (December 6, 2022)
\$22,624.00	BP Change Order No. 5- Utility Conflicts and Slope Instability Repair (July 18, 2023)
\$2,754.70	BP Final Change Order No. 6- Final adjustment of quantities (May 21, 2024)
\$9,150.00	R&M Amendment 9- Finish Hickory Work (May 21, 2024)
\$3,064,585.33	Current total for Hickory Street (40-0331)

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2024 - _____, a resolution to award Final Change Order No. 6 to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements for \$2,754.70.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AWARD
FINAL CHANGE ORDER NO. 6 TO BUTEYN-PETERSON CONSTRUCTION CO., INC.
FOR THE FRANKLIN CORPORATE PARK – SOUTH HICKORY STREET
IMPROVEMENTS FOR \$2,754.70

WHEREAS, the City of Franklin is constructing a new street in the Franklin Corporate Park known as S. Hickory Street to serve the area included in Tax Increment District (TID) 8; and

WHEREAS, Buteyn-Peterson Construction Co., Inc. was awarded the contract to construct the project; and

WHEREAS, the project is a unit price contract and the final audit shows that per the installed materials, the contractor is due an additional sum.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Final Change Order No. 6 to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements for \$2,754.70.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 6 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

April 24, 2024

Mr. Glen E. Morrow, P.E
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re. Franklin Corporate Park
Final Payment - S. Hickory Street Pavement Improvements

Dear Mr Morrow

Enclosed with this letter please find Change Order No. 6 (REVISED). This Change Order serves to compensate Contractor for final quantities of additional work outlined in Work Change Directive No 4, extend the ready for final payment deadline and adjust the final Contract Price to reflect the actual completed Work. Please have Change Order No. 6 (REVISED) signed and dated by the appropriate individual, and return an executed copy to our office for further distribution.

In accordance with the Contract Documents, the Contractor for this Project, Buteyn-Peterson Construction Co , Inc , has submitted a final Application for Payment and has furnished the following Contract-required items that will be sent separately to you:

1. Consent of Surety to Final Payment.
2. List of Subcontractors, Suppliers, and service providers performing, furnishing, or procuring labor, services and materials on the Project.
3. Releases or waivers of lien from the General Contractor and first tier Subcontractors and Suppliers
4. Certificate or other evidence of completed operations insurance.

You may want to have your legal counsel and insurance advisor review the respective lien waivers, bonding, and insurance documents to verify legal effectiveness. If all are satisfactory, we recommend final payment in accordance with the attached Application for Payment No 5 Final.

In accordance with paragraph 15.08 of the General Conditions, the Contractor was required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion. Therefore, the correction period for most of the project improvements ends on May 12, 2024. However, the warranty period for the vegetation restoration work ends on October 13, 2024.

Please contact me if you have any questions. Thank you for allowing us to serve the City of Franklin.

Respectfully

RUEKERT & MIELKE, INC.



Digitally signed by Anthony D.
Petersen
DN: C=US,
E=apetersen@ruekert-mielke.com,
O=Ruekert & Mielke, Inc.
CN=Anthony D. Petersen
Date: 2024.04.24 17:26:26-05'00'

Anthony D Petersen, P E (WI, IA)
Senior Project Manager
apetersen@ruekert-mielke.com

ADP adp
Enclosures
cc File

Contractor's Application for Payment No. 5 FINAL

To (Owner): City of Franklin Contact: Glen E. Morrow Project: South Hickory Street Pavement Improvements	Application Date: 2/16/2024 Application Period: June 20, 2023 - February 16, 2024 Via (Engineer): Ruetert & Mielke, Inc. Contact: Anthony D. Petersen, P.E. Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188
From (Contractor): Buteyn-Peterson Construction Co, Inc. Contact: Joe Ruetz Address: N7337 Dairyland Drive Sheboygan, WI 53083	Engineer's Project No.: 58-10013.310
Owner's Contract No.: Contractor's Project No.: 222027PR	

Change Order Summary

Approved Change Orders	Additions	Deductions
Number	(Enter as Positive Number)	
Change Order No 1	\$15,139.10	
Change Order No 2	\$1,920.00	
Change Order No 4	\$24,726.98	
Change Order No 5	\$22,624.00	
Change Order 6	\$2,754.70	
TOTALS	\$67,164.78	
NET CHANGE BY CHANGE ORDERS	\$67,164.78	

1. ORIGINAL CONTRACT PRICE \$ 2,993,327.00
2. Net change by Change Orders \$ 67,164.78
3. CURRENT CONTRACT PRICE (Line 1 + Line 2) \$ 3,060,491.78
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) \$ 3,060,491.78
5. RETAINAGE:
 - a. 5% X \$1,530,245.89 Work Completed ... \$ 76,512.29
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .. \$ 76,512.29
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) \$ 3,060,491.78
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) \$ 2,871,538.13
9. AMOUNT DUE THIS APPLICATION \$ 188,953.65

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 4.17.24

Payment of: \$ 188,953.65
 (Line 9 or other - attach explanation of the other amount) 3/22/2024
 Recommended by: (Engineer) _____ (Date)
 Payment of: \$ _____ (Line 9 or other - attach explanation of the other amount)
 Approved by: _____ (Owner) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

5 FINAL

For (Project)		Application Date										
South Hickory Street Pavement Improvements		2/16/2024										
Application Period		Owner's Contract No.										
June 20 2023 - February 16, 2024		58-10013.3.10										
B		Engineer's Project No.										
A	Application Date											
Item No.	Description	C	D	E	F	G	H	I	J	K	L	
		Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously Estimated Quantity Installed	Value of Work Installed (\$)	Work Completed This Period Estimated Quantity Installed	Value of Work Installed (\$)	Total Work Completed Estimated Quantity Installed	Value of Work Installed (\$)	
CONTRACT A-SOUTH HICKORY ST. PAVEMENT IMPROVEMENTS												
1	Traffic Control	L.S.	1.00	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00		\$ -	1.00	\$ 7,000.00	
2	Clearing Grubbing and Tree Removal	L.S.	1.00	\$ 7,500.00	\$ 7,500.00	0.10	\$ 750.00		\$ -	0.10	\$ 750.00	
3	Full Depth Pavement Saw Cutting	L.F.	850.00	\$ 2.50	\$ 2,125.00	667.00	\$ 1,667.50		\$ -	667.00	\$ 1,667.50	
4	Demolition of Farmstead	L.S.	1.00	\$ 85,000.00	\$ 85,000.00	1.12	\$ 95,200.00		\$ -	1.12	\$ 95,200.00	
5	Barrier Fence	L.F.	4,760.00	\$ 4.60	\$ 21,896.00	5,259.00	\$ 24,191.40	63.00	\$ 289.80	5,322.00	\$ 24,481.20	
6	Manufactured Slope Interruption Device (Silt Fence)	L.F.	9,750.00	\$ 1.90	\$ 18,525.00	9,903.00	\$ 18,815.70	450.00	\$ 855.00	10,353.00	\$ 19,670.70	
7	Class 3 Manufactured Perimeter Control Device (Erosion Logs)	L.F.	250.00	\$ 15.00	\$ 3,750.00	650.00	\$ 9,750.00	-316.00	\$ (4,740.00)	334.00	\$ 5,010.00	
8	Tracking Pad	S.F.	5,150.00	\$ 2.20	\$ 11,330.00	3,042.00	\$ 6,692.40		\$ -	3,042.00	\$ 6,692.40	
9	12-inch Minimum Manufactured Ditch Check (Erosion Logs)	L.F.	730.00	\$ 12.50	\$ 9,125.00	85.00	\$ 1,062.50	333.00	\$ 4,162.50	418.00	\$ 5,225.00	
10	Stone Ditch Check	EA.	1.00	\$ 500.00	\$ 500.00		\$ -		\$ -		\$ -	
11	Inlet Protection Type B	EA.	1.00	\$ 65.00	\$ 65.00	1.00	\$ 65.00		\$ -	1.00	\$ 65.00	
12	Inlet Protection Type C	EA.	56.00	\$ 3,840.00	\$ 3,840.00	60.00	\$ 3,900.00		\$ -	60.00	\$ 3,900.00	
13	Grading	L.S.	1.00	\$353,000.00	\$ 353,000.00	1.00	\$ 353,000.00		\$ -	1.00	\$ 353,000.00	
14	Adjust 48-in Diameter Gravity Sanitary Manhole Rim	EA.	5.00	\$1,900.00	\$ 9,500.00	5.00	\$ 9,500.00		\$ -	5.00	\$ 9,500.00	
15	Adjust 72-in Diameter Gravity Sanitary Manhole Rim	EA.	4.00	\$2,325.00	\$ 9,300.00	4.00	\$ 9,300.00		\$ -	4.00	\$ 9,300.00	
16	Adjust Air Release Structure Rim Elevation	EA.	1.00	\$600.00	\$ 600.00	1.00	\$ 600.00		\$ -	1.00	\$ 600.00	
17	Adjust Force Main Valve Box and Actuator	EA.	2.00	\$300.00	\$ 600.00	2.00	\$ 600.00		\$ -	2.00	\$ 600.00	
18	Remove & Replace Concrete Bench & Invert Inside Sanitary Manhole	EA.	3.00	\$1,500.00	\$ 4,500.00		\$ -		\$ -		\$ -	
19	Sanitary Lateral 8-in C-900 DR18 PVC Pipe w/ Granular Backfill	L.F.	90.00	\$205.00	\$ 18,450.00	98.50	\$ 20,192.50		\$ -	98.50	\$ 20,192.50	
20	Sanitary Inside Drop Assembly	EA.	1.00	\$1,550.00	\$ 1,550.00	1.00	\$ 1,550.00		\$ -	1.00	\$ 1,550.00	
21	Water Main 8-in w/ Granular Backfill	L.F.	170.00	\$161.00	\$ 27,370.00	150.30	\$ 24,198.30		\$ -	150.30	\$ 24,198.30	
22	Water Main 16-in w/ Granular Backfill	L.F.	85.00	\$600.00	\$ 51,000.00	83.50	\$ 50,100.00		\$ -	83.50	\$ 50,100.00	
23	2-in Flushing Post Hydrant	EA.	5.00	\$2,590.00	\$ 12,950.00	4.00	\$ 10,360.00		\$ -	4.00	\$ 10,360.00	
24	Hydrant Lead, 6-in w/ Granular Backfill	L.F.	79.00	\$205.00	\$ 16,195.00	89.50	\$ 18,347.50		\$ -	89.50	\$ 18,347.50	
25	Adjust Water Main Valve Box and Actuator	EA.	22.00	\$350.00	\$ 7,700.00	23.00	\$ 8,050.00		\$ -	23.00	\$ 8,050.00	
26	Relocate Existing Hydrant Assembly	EA.	10.00	\$2,500.00	\$ 25,000.00	9.00	\$ 22,500.00		\$ -	9.00	\$ 22,500.00	
27	Adjust Existing Hydrant Barrel Height and Nozzle Elevation	EA.	10.00	\$1,600.00	\$ 16,000.00	6.00	\$ 9,600.00	2.00	\$ 3,200.00	8.00	\$ 12,800.00	
28	Water Main Valve, 16-in, Butterfly	EA.	8.00	\$7,500.00	\$ 60,000.00	8.00	\$ 60,000.00		\$ -	8.00	\$ 60,000.00	
29	Relocate Existing Water Main Valve, 8-inch	EA.	4.00	\$3,174.00	\$ 12,696.00	3.00	\$ 9,522.00		\$ -	3.00	\$ 9,522.00	
30	Cut in Water Main Branch or Hydrant Lead Fitting into Existing Water Main	EA.	7.00	\$5,750.00	\$ 40,250.00	7.00	\$ 40,250.00		\$ -	7.00	\$ 40,250.00	
31	Remove Existing Branch Fitting from Existing Water Main	EA.	2.00	\$200.00	\$ 400.00	1.00	\$ 200.00		\$ -	1.00	\$ 200.00	
32	Pipe Insulation	S.F.	720.00	\$8.50	\$ 6,120.00	22.00	\$ 187.00		\$ -	22.00	\$ 187.00	
33	Storm Sewer, 38-in x 60-in RCP CL III w/ Granular Backfill	L.F.	63.00	\$220.00	\$ 13,860.00	67.00	\$ 14,740.00		\$ -	67.00	\$ 14,740.00	
34	Storm Sewer, 30-in RCP CL IV w/ Granular Backfill	L.F.	312.00	\$138.00	\$ 43,056.00	343.00	\$ 47,334.00		\$ -	343.00	\$ 47,334.00	
35	Storm Sewer, 12-in RCP CL V w/ Granular Backfill	L.F.	1,090.00	\$55.00	\$ 59,950.00	1,105.50	\$ 60,802.50		\$ -	1,105.50	\$ 60,802.50	

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 5 FINAL

Application Period		Application Date									
June 20, 2023 - February 16, 2024		2/16/2024									
For (Project) South Hickory Street Pavement Improvements		Owner's Contract No. 58-10013 310 Engineer's Project No.									
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously Estimated Quantity Installed	Value of Work Installed (\$)	Work Completed This Period Estimated Quantity Installed	Value of Work Installed (\$)	Total Work Completed to Date Estimated Quantity Installed	Value of Work Installed (\$)
36	Storm Sewer 8-in C-900 PVC w/ Granular Backfill	L.F	70.00	\$67.00	\$ 4,690.00	69.50	\$ 4,656.50		\$ -	69.50	\$ 4,656.50
37	Flared End Section 38-in x 60-in RCEP CL III	EA.	1.00	\$4,500.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ -	1.00	\$ 4,500.00
38	Flared End Section 30-in RCP CL IV	EA.	3.00	\$2,800.00	\$ 8,400.00	3.00	\$ 8,400.00		\$ -	3.00	\$ 8,400.00
39	Flared End Section 12-in RCP CL V	EA.	17.00	\$765.00	\$ 13,005.00	17.00	\$ 13,005.00		\$ -	17.00	\$ 13,005.00
40	Storm Manhole 96-inch	V F	7.00	\$1,450.00	\$ 10,150.00	6.19	\$ 8,975.50		\$ -	6.19	\$ 8,975.50
41	Storm Manhole 72-inch	V F	9.00	\$750.00	\$ 6,750.00	15.74	\$ 11,805.00		\$ -	15.74	\$ 11,805.00
42	Storm Manhole 60-inch	V F	10.00	\$630.00	\$ 6,300.00	9.87	\$ 6,218.10		\$ -	9.87	\$ 6,218.10
43	24-in x 36-in Precast Concrete Inlets	EA.	52.00	\$2,200.00	\$ 114,400.00	60.00	\$ 132,000.00		\$ -	60.00	\$ 132,000.00
44	Roadway Underdrain 6-in Perforated HDPE w/ Geotextile Wrap	L.F	5,665.00	\$16.00	\$ 90,640.00	5,172.20	\$ 82,755.20		\$ -	5,172.20	\$ 82,755.20
45	Medium Rip-Rap Over Geotextile Fabric	TONS	120.00	\$95.00	\$ 11,400.00	123.75	\$ 11,756.25		\$ 2,016.85	144.98	\$ 13,773.10
46	Concrete Modular Block Retaining Wall	S F	735.00	\$58.80	\$ 43,218.00	952.85	\$ 56,027.58		\$ 4,389.42	1,027.80	\$ 60,417.00
47	Bioretention Underdrain, 4-in Perforated PVC SDR-35 w/ Bioretention Storm Sewer 6-in PVC SDR-35 w/ Granular Backfill	L.F	1,925.00	\$14.00	\$ 26,950.00	1,896.71	\$ 26,553.94		\$ -	1,896.71	\$ 26,553.94
48	Bioretention Storm Sewer 8-in PVC SDR-35 w/ Granular Backfill	L.F	531.00	\$65.00	\$ 34,515.00	572.50	\$ 37,212.50		\$ -	572.50	\$ 37,212.50
49	Bioretention Storm Sewer 12-in PVC SDR-35 w/ Granular Backfill	L.F	610.00	\$80.00	\$ 48,800.00	621.00	\$ 49,680.00		\$ -	621.00	\$ 49,680.00
50	Bioretention Storm Sewer, 15-in PVC SDR-35 w/ Granular Backfill	L.F	482.00	\$95.00	\$ 45,790.00	460.00	\$ 43,700.00		\$ -	460.00	\$ 43,700.00
51	Flared End Section Bioretention storm sewer 8-in HDPE	EA.	1.00	\$235.00	\$ 235.00	1.00	\$ 235.00		\$ -	1.00	\$ 235.00
52	Flared End Section Bioretention storm sewer 12-in HDPE	EA.	1.00	\$260.00	\$ 260.00	1.00	\$ 260.00		\$ -	1.00	\$ 260.00
53	Flared End Section Bioretention storm sewer 15-in HDPE	EA.	2.00	\$260.00	\$ 520.00	2.00	\$ 520.00		\$ -	2.00	\$ 520.00
54	Bioretention underdrain 4-in PVC SDR-35 solid wall clean out	EA.	17.00	\$250.00	\$ 4,250.00	17.00	\$ 4,250.00		\$ -	17.00	\$ 4,250.00
55	24-in x 36-in Precast Concrete Bioretention Control Structure	EA.	17.00	\$2,650.00	\$ 45,050.00	17.00	\$ 45,050.00		\$ -	17.00	\$ 45,050.00
56	Bioretention Storm Manhole 48-inch	V F	23.00	\$610.00	\$ 14,030.00	21.84	\$ 13,322.40		\$ -	21.84	\$ 13,322.40
57	18-in Thick Engineered Bioretention Topsoil	S Y	1,320.00	\$18.00	\$ 23,760.00	1,168.71	\$ 21,036.78		\$ -	1,168.71	\$ 21,036.78
58	Excavation Below Subgrade on Hickory St in Cut Section (if required)	C.Y	500.00	\$19.00	\$ 9,500.00	870.23	\$ 16,534.37		\$ -	870.23	\$ 16,534.37
59	Geogrid Stabilization on Hickory Street	S Y	17,000.00	\$2.65	\$ 45,050.00	14,889.16	\$ 39,456.27		\$ -	14,889.16	\$ 39,456.27
60	Excavation Below Subgrade Backfill on Hickory St in Cut Section (if required)	TON	1,000.00	\$19.50	\$ 19,500.00	1,740.46	\$ 33,938.97		\$ -	1,740.46	\$ 33,938.97
61	Crushed Aggregate Base Course 10-inch	TON	11,750.00	\$19.11	\$ 224,542.50	12,069.98	\$ 230,657.32		\$ -	12,069.98	\$ 230,657.32
62	Concrete Curb and Gutter, 30-in (South Hickory Street)	L.F	5,275.00	\$18.75	\$ 98,906.25	5,347.50	\$ 100,265.63		\$ -	5,347.50	\$ 100,265.63
63	Remove and Replace Concrete Curb and Gutter, 30-in (West Oakwood Road)	L.F	495.00	\$27.80	\$ 13,761.00	393.00	\$ 10,925.40		\$ -	393.00	\$ 10,925.40
64	Driveway Concrete Curb and Gutter 30-inch	L.F	540.00	\$24.65	\$ 13,311.00	247.00	\$ 6,088.55		\$ -	247.00	\$ 6,088.55
65	Concrete Island Nose	EA	2.00	\$700.00	\$ 1,400.00	2.00	\$ 1,400.00		\$ -	2.00	\$ 1,400.00
66	Concrete Surface Drain	EA.	1.00	\$700.00	\$ 700.00		\$ -		\$ -		\$ -
67	Depressed Concrete Rumble Strip	S F	816.00	\$8.75	\$ 7,140.00	800.00	\$ 7,000.00		\$ -	800.00	\$ 7,000.00
68	Asphaltic Concrete Binder Course 4-inch	TON	3,065.00	\$75.55	\$ 231,560.75	2,761.87	\$ 208,659.28		\$ -	2,761.87	\$ 208,659.28

Contractor's Application for Payment No. 5 FINAL

Progress Estimate - Unit Price Work

For (Project)		Application Date: 2/16/2024									
South Hickory Street Pavement Improvements		Owner's Contract No. 58-10013.310									
June 20, 2023 - February 16 2024		Engineer's Project No.									
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
70	Asphaltic Concrete Surface Course 2-inch	TON	1,465.00	\$91.00	\$ 133,315.00	1,589.85	\$ 144,676.35	1,589.85	\$ -	1,589.85	\$ 144,676.35
71	Asphaltic Driveway 4-in Binder Course	TON	155.00	\$140.00	\$ 21,700.00	104.97	\$ 14,695.50	104.97	\$ -	104.97	\$ 14,695.50
72	Asphaltic Driveway 2-in Surface Course	TON	75.00	\$140.00	\$ 10,500.00	86.08	\$ 12,051.20	86.08	\$ -	86.08	\$ 12,051.20
73	Asphaltic Pedestrian Pathway 3-in Surface Course	TON	450.00	\$93.46	\$ 42,057.00	528.08	\$ 49,354.36	528.08	\$ -	528.08	\$ 49,354.36
74	Concrete Pedestrian Ramp, 6-inch	S F	3,010.00	\$7.30	\$ 21,973.00	1,930.00	\$ 14,089.00	1,930.00	\$ -	1,930.00	\$ 14,089.00
75	Detectable Warning Fields	S F	430.00	\$36.00	\$ 15,480.00	198.00	\$ 7,128.00	198.00	\$ -	198.00	\$ 7,128.00
76	Street Lighting System	L,S	1.00	\$237,300.00	\$ 237,300.00	0.95	\$ 225,435.00	0.05	\$ 11,865.00	1.00	\$ 237,300.00
77	Pavement Marking 4-in White 12 5' Dash 37.5' Space	L,F	250.00	\$2.50	\$ 625.00	297.00	\$ 742.50	297.00	\$ -	297.00	\$ 742.50
78	Pavement Marking, 6-inch White	L,F	145.00	\$14.00	\$ 2,030.00	146.90	\$ 2,056.60	146.90	\$ -	146.90	\$ 2,056.60
79	Pavement Marking, 8-inch, White	L,F	240.00	\$3.50	\$ 840.00	236.50	\$ 827.75	236.50	\$ -	236.50	\$ 827.75
80	Pavement Marking, 18-inch White	L,F	75.00	\$15.00	\$ 1,125.00	67.50	\$ 1,012.50	67.50	\$ -	67.50	\$ 1,012.50
81	Pavement Marking Arrows, Type 2 White	EA.	1.00	\$225.00	\$ 225.00	1.00	\$ 225.00	1.00	\$ -	1.00	\$ 225.00
82	Pavement Marking Words, ONLY, White	EA.	1.00	\$250.00	\$ 250.00	1.00	\$ 250.00	1.00	\$ -	1.00	\$ 250.00
83	Pavement Markings Median Nose Yellow	EA.	2.00	\$225.00	\$ 450.00	2.00	\$ 450.00	2.00	\$ 450.00	2.00	\$ 450.00
84	Pavement Marking Curb Head, Yellow	L,F	75.00	\$6.00	\$ 450.00	75.00	\$ 450.00	75.00	\$ 342.00	75.00	\$ 687.50
85	Pavement Marking 4-inch, Yellow	L,F	280.00	\$2.50	\$ 700.00	275.00	\$ 687.50	275.00	\$ -	275.00	\$ 687.50
86	Pavement Marking, Depressed Concrete Rumble Strip Yellow	S F	585.00	\$6.00	\$ 3,510.00	330.50	\$ 1,983.00	330.50	\$ -	330.50	\$ 1,983.00
87	Seed Fertilizer and Class 1, Type A Erosion Mat	S,Y	9,286.00	\$3.75	\$ 34,822.50	4,295.26	\$ 16,107.23	3,889.74	\$ 13,461.53	7,885.00	\$ 29,566.75
88	Seed, Fertilizer and Class 2, Type B Erosion Mat	S,Y	7,550.00	\$4.15	\$ 31,332.50	9,815.19	\$ 40,733.04	9,815.19	\$ -	9,815.19	\$ 40,733.04
89	Seed Fertilizer and Class 2, Type B Erosion Mat (Topsoil Disposal Pile)	S Y	2,850.00	\$4.15	\$ 11,827.50		\$ -	400.00	\$ 1,660.00	400.00	\$ 1,660.00
90	Turf Reinforcement Mat Topsoil Seed Fertilizer and Class 2 Type B Erosion Mat	S Y	225.00	\$36.60	\$ 8,235.00	367.28	\$ 13,442.45	67.72	\$ 2,478.55	435.00	\$ 15,921.00
91	Bioretention Facility Plants	EA.	5,376.00	\$8.75	\$ 47,040.00	5,376.00	\$ 47,040.00		\$ -	5,376.00	\$ 47,040.00
TOTAL OF ALL CONTRACT A PRICES (ITEMS 1 - 91)					\$ 2,822,075.00		\$ 2,778,411.12		\$ 40,430.65		\$ 2,818,841.76
CONTRACT B - WEST OAKWOOD RD. MEDIAN IMPROVEMENTS											
92	Traffic Control	L,S.	1	\$3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00
93	Full Depth Pavement Saw Cutting	L,F	985	\$2.50	\$ 2,462.50	997.50	\$ 2,493.75	997.50	\$ -	997.50	\$ 2,493.75
94	Inlet Protection, Type B	EA.	6	\$65.00	\$ 390.00	4.00	\$ 260.00	1.00	\$ 65.00	5.00	\$ 325.00
95	Inlet Protection, Type C	EA.	31	\$65.00	\$ 2,015.00	2.00	\$ 130.00	12.00	\$ 780.00	14.00	\$ 910.00
96	Storm Sewer 12-in RCP CL V w/ Granular Backfill	L,F	45	\$80.00	\$ 3,600.00	58.50	\$ 4,680.00		\$ -	58.50	\$ 4,680.00
97	Reconstruct Existing Inlet	EA.	3	\$1,100.00	\$ 3,300.00	3.00	\$ 3,300.00		\$ -	3.00	\$ 3,300.00
98	24-in x 36-in Precast Concrete inlets	EA.	3	\$2,600.00	\$ 7,800.00	3.00	\$ 7,800.00		\$ -	3.00	\$ 7,800.00
99	Roadway Underdrain 6-in Perforated HDPE	L,F	220	\$18.00	\$ 3,960.00	199.00	\$ 3,582.00		\$ -	199.00	\$ 3,582.00
100	Excavation Below Subgrade on Oakwood Road (if required)	C,Y	50	\$25.00	\$ 1,250.00	49.07	\$ 1,226.75		\$ -	49.07	\$ 1,226.75
101	Geogrid on Oakwood Road (if required)	S,Y	150	\$4.00	\$ 600.00	147.22	\$ 588.88		\$ -	147.22	\$ 588.88

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

5 FINAL

Application Date: 2/16/2024											
Owner's Contract No.: 58-10013.310											
Engineer's Project No.:											
Application Period: June 20, 2023 - February 16, 2024											
For (Project): South Hickory Street Pavement Improvements											
A	B	C	D	E	F	G	H	I	J	K	L
Item No	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously Estimated Quantity Installed	Value of Work Installed (\$)	Work Completed This Period Estimated Quantity Installed	Value of Work Installed (\$)	Total Work Completed to Date Estimated Quantity Installed	Value of Work Installed (\$)
102	Excavation Below Subgrade Backfill on Oakwood Road (if required)	TON	100	\$23.00	\$ 2,300.00	55.44	\$ 1,275.12		\$ -	55.44	\$ 1,275.12
103	Construct W Oakwood Road Median to Subgrade	L.S	1	\$30,000.00	\$ 30,000.00	1.00	\$ 30,000.00		\$ -	1.00	\$ 30,000.00
104	Crushed Aggregate Base Course 10-inch	TON	940	\$19.50	\$ 18,330.00	735.20	\$ 14,336.40		\$ -	735.20	\$ 14,336.40
105	Remove and Replace Concrete Curb and Gutter 30-in (West Oakwood Road)	L.F	390	\$27.80	\$ 10,842.00	389.50	\$ 10,828.10		\$ -	389.50	\$ 10,828.10
106	Concrete Island Nose	EA	1	\$700.00	\$ 700.00	1.00	\$ 700.00		\$ -	1.00	\$ 700.00
107	Concrete Median Sloped Nose	EA	1	\$700.00	\$ 700.00	1.00	\$ 700.00		\$ -	1.00	\$ 700.00
108	Depressed Concrete Rumble Strip	S.F	240	\$8.75	\$ 2,100.00	240.00	\$ 2,100.00		\$ -	240.00	\$ 2,100.00
109	Asphaltic Concrete Binder Course 4-inch	TON	300	\$75.55	\$ 22,665.00	236.50	\$ 17,867.58		\$ -	236.50	\$ 17,867.58
110	Asphaltic Concrete Surface Course 2-inch	TON	145	\$91.00	\$ 13,195.00	204.17	\$ 18,579.47		\$ -	204.17	\$ 18,579.47
111	Street Lighting System Improvements	L.S.	1	\$32,300.00	\$ 32,300.00	0.10	\$ 29,070.00	0.10	\$ 3,230.00	0.10	\$ 32,300.00
112	Pavement Marking 4-in White 12.5' Dash 37.5 Space	L.F	280	\$2.50	\$ 725.00	285.00	\$ 712.50	19.50	\$ 48.75	304.50	\$ 761.25
113	Pavement Marking 6-inch, White	L.F	80	\$14.00	\$ 1,120.00		\$ -	78.70	\$ 1,101.80	78.70	\$ 1,101.80
114	Pavement Marking 8-inch, White	L.F	260	\$3.50	\$ 910.00	215.00	\$ 752.50		\$ -	215.00	\$ 752.50
115	Pavement Marking 18-inch, White	L.F	18	\$15.00	\$ 270.00		\$ -	17.00	\$ 255.00	17.00	\$ 255.00
116	Pavement Marking Arrows Type 2 White	EA	2	\$225.00	\$ 450.00	2.00	\$ 450.00		\$ -	2.00	\$ 450.00
117	Pavement Marking Arrows Type 3, White	EA	1	\$250.00	\$ 250.00	1.00	\$ 250.00		\$ -	1.00	\$ 250.00
118	Pavement Marking Words, ONLY White	EA	2	\$250.00	\$ 500.00	2.00	\$ 500.00		\$ -	2.00	\$ 500.00
119	Pavement Marking Median Nose Yellow	EA	2	\$225.00	\$ 450.00	1.00	\$ 225.00	1.00	\$ 225.00	2.00	\$ 450.00
120	Pavement Marking Curb Head Yellow	L.F	200	\$6.00	\$ 1,200.00	45.00	\$ 270.00	158.10	\$ 948.60	203.10	\$ 1,218.60
121	Pavement Marking 4-inch Yellow	L.F	330	\$2.50	\$ 825.00	325.00	\$ 812.50		\$ -	325.00	\$ 812.50
122	Pavement Marking 4-in, Yellow 4 Dash 12' space	L.F	30	\$2.50	\$ 75.00	53.50	\$ 133.75		\$ -	53.50	\$ 133.75
123	Pavement Marking Depressed Concrete Rumble Strip, Yellow	S.F	30	\$6.00	\$ 180.00	84.00	\$ 504.00	16.00	\$ 96.00	100.00	\$ 600.00
124	Topsoil Seed Fertilizer and Class 1 Type A Erosion Mat	S.Y	610	\$3.75	\$ 2,287.50	346.40	\$ 1,299.00	418.60	\$ 1,569.75	765.00	\$ 2,868.75
TOTAL OF CONTRACT B PRICES (ITEMS 92 -124)					\$ 171,252.00		\$ 158,927.30		\$ 8,319.90		\$ 167,247.20

ADDITIONAL ITEMS											
Item No	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously Estimated Quantity Installed	Value of Work Installed (\$)	Work Completed This Period Estimated Quantity Installed	Value of Work Installed (\$)	Total Work Completed to Date Estimated Quantity Installed	Value of Work Installed (\$)
CO 01	Remove and Replace Drain Tile	L.S.	1	\$ 14,537.50	\$ 14,537.50	1.00	\$ 14,537.50		\$ -	1.00	\$ 14,537.50
CO 02	Remove Remaining Asbestos from Farmstead Demolition Site	L.S	1	\$ 1,920.00	\$ 1,920.00	1.00	\$ 1,920.00		\$ -	1.00	\$ 1,920.00
CO 03	Reimburse City of Franklin for Costs Related to Defective Storm Sewer Work in Accordance With General Conditions 14.03 F Mill Curb Ramping / Prep for Surface	L.S	1	\$ (6,998.14)	\$ (6,998.14)	1.00	\$ (6,998.14)		\$ -	1.00	\$ (6,998.14)
CO-04A	2' Surface Course - Sweep/Prep Additional Cost	L.F	5,327	\$ 1.68	\$ 8,949.36		\$ -	5,327	\$ 8,949.36	5,327	\$ 8,949.36
CO-04B	Install Curb Gaps - Additional Cost to Curb	EA	4	\$ 507.62	\$ 2,030.48		\$ -	1,343.7	\$ 5,378.18	1,343.7	\$ 5,378.18
CO-04C	Install Manhole Riser Rings	EA	10	\$ 340.00	\$ 3,400.00		\$ -	4	\$ 1,360.00	4	\$ 1,360.00
CO-04D	Install Water Valve Riser Rings	EA	22	\$ 60.00	\$ 1,320.00		\$ -	10	\$ 600.00	10	\$ 600.00
CO-04E	Spring Mobilization	L.S.	1	\$ 2,350.00	\$ 2,350.00		\$ -	22	\$ 1,320.00	22	\$ 1,320.00
CO-04F								1	\$ 2,350.00	1	\$ 2,350.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

5 FINAL

Application Date: 2/16/2024												
For (Project) South Hickory Street Pavement Improvements												
Application Period: June 20 2023 - February 16 2024												
Owner's Contract No.: 58-10013.310												
Engineer's Project No.												
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	
CO-05A	Conflicts Between Existing Underground Electric Line and Storm Sewer in Oakwood Road Median	L.S.	1	\$ 6,976.00	\$ 6,976.00	1	\$ 6,976.00	1	\$ 6,976.00	1	\$ 6,976.00	
CO-05B	Repair Slope Instability Along Back Side of Bioretention Cell No 8	L.S.	1	\$ 15,648.00	\$ 15,648.00	1.76	\$ 27,540.48	1.76	\$ 27,540.48	1.76	\$ 27,540.48	
CO-06A	Remove and Replace Oakwood Road Curb and Gutter to Reset Section Corner Monument	L.S.	1	\$ 5,700.00	\$ 5,700.00	1.00	\$ 5,700.00	1.00	\$ 5,700.00	1	\$ 5,700.00	
TOTAL ADDITIONAL ITEMS							\$ 9,459.36		\$ 64,943.46		\$ 74,402.82	
TOTAL ALL ITEMS							\$ 2,946,797.78		\$ 113,694.01		\$ 3,060,491.78	

Date of Issuance. <u>March 22, 2024</u>	Effective Date	Upon Council Approval
Project: <u>Franklin Corporate Park</u>	Owner	City of Franklin
Contract <u>South Hickory Street Pavement Improvements</u>	Owner's Contract No.	
Contractor. <u>Buteyn-Peterson Construction Co., Inc</u>	Engineer.	Ruekert & Mielke, Inc.
Address <u>N7337 Dairyland Drive</u>	Engineer's Project No.:	58-10013.310
<u>Sheboygan, WI 53083</u>	Effective Date of Contract.	May 16, 2022

The Contract is modified as follows upon execution of this Change Order

Description

Closeout Change Order

Reason for Change Order

Finalize additional compensation to Buteyn-Peterson Construction Co., Inc. to remove and replace the section corner monument on Oakwood Road, extend Ready for Final Payment deadline and change Contract Price to match amount earned.

Attachments.

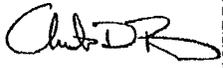
1. Revised Attachment A to Change Order No 6 prepared by Ruekert & Mielke, Inc.
2. Work Change Directive No 4 dated May 25, 2023
3. Contract time extension request from Buteyn-Peterson Construction Co., Inc. dated October 7, 2023.
4. Revised Analysis of Closeout Change Order.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price <u>\$ 2,993,327.00</u>	Original Contract Times: Substantial Completion. <u>December 23, 2022</u> Ready for Final Payment: <u>September 16, 2023</u> days or dates
Changes from previously approved Change Orders: <u>\$ 64,410.08</u>	Changes from previously approved Change Orders Substantial Completion <u>147</u> Ready for Final Payment. <u>0</u> days
Contract Price prior to this Change Order. <u>\$ 3,057,737.08</u>	Contract Times prior to this Change Order. Substantial Completion. <u>May 19, 2023</u> Ready for Final Payment: <u>September 16, 2023</u> days or dates
Change for this Change Order. <u>\$ 2,754 70</u>	Changes of this Change Order. Substantial Completion <u>0</u> Ready for Final Payment: <u>27</u> days or dates
Contract Price incorporating this Change Order <u>\$ 3,060,491.78</u>	Contract Times with all approved Change Orders. Substantial Completion <u>May 19, 2023</u> Ready for Final Payment. <u>October 13, 2023</u> days or dates

The above changes are Approved by:

RECOMMENDED:

ACCEPTED:

By:  Digitally signed by Anthony D. Petersen
DN: C=US,
E=apetersen@ruekert-melke.com,
O=Ruekert & Melke, Inc.,
CN=Anthony D. Petersen
Date: 2024.03.22 11:58:35-0500
Engineer (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: March 22, 2024

Date: 4-17-24

ACCEPTED:

ACCEPTED:

Mayor

City Clerk

By: John R. Nelson

By: Shirley Roberts

Date: _____

Date: _____

ACCEPTED:

ACCEPTED:

Director of Finance & Treasurer

City Attorney

By: Danielle Brown

By: Jesse A. Wesolowski

Date: _____

Date: _____

Revised Attachment A for Change Order No. 6
South Hickory Street Pavement Improvements, Franklin, WI

November 17, 2023
Revised March 22, 2024
Page 1

The purpose of this change order is to summarize modifications made to the project that affect the contract price and/or contract times and change Contract Price to match amount earned to close out the Construction Contract. Descriptions of the modifications made to the construction contract are listed below.

1. Establish final compensation to Buteyn-Peterson Construction Co., Inc. for removing and replacing cracked curb and gutter on West Oakwood Road to allow the existing section corner monument to be reset. Details can be found on the attached Work Change Directive No. 4 dated May 25, 2023 with an estimated cost ranging from \$5,700 to \$8,200. The final cost for this additional Work was \$5,700.

Contract Price is **increased by \$5,700.00** for this item.

2. Extend the Ready for Final Payment deadline date by 27 days. A request for the time extension was submitted by Buteyn-Peterson Construction Co., Inc. on October 7, 2023. A copy of the request is attached. Total Contract Price is **unchanged** for this item.
3. Adjust estimated bid item quantities in the original Contract and additional items in previous change orders to match actual quantities installed. A copy of the Analysis of Closeout Change Order is attached.

Total Contract Price is **decreased by \$2,945.30** for all bid item quantity adjustments.

This change order **increases the Total Contract Price by \$2,754.70.**

Date of Issuance.	May 25, 2023	Effective Date	Upon Council Approval
Project:	Franklin Corporate Park	Owner:	City of Franklin
Contract:	South Hickory Street Pavement Improvements		
Contractor	Buteyn-Peterson Construction Co., Inc.	Engineer	Ruekert & Mielke, Inc.
Address	N7337 Dairyland Drive	Engineer's Project No	58-10013 310
	Sheboygan, WI 53083	Effective Date of Contract	May 16, 2022

Contractor is directed to proceed promptly with the following change(s)

Description

Provide additional compensation to Buteyn-Peterson Construction Co., Inc. for removing and replacing curb and gutter on West Oakwood Road to allow the existing section corner monument to be reset. Details of this item can be found in the documents attached to this change order.

Reason for Work Change Directive:

See Attachments

Attachments

1. Attachment A for Work Change Directive No 4 prepared by Ruekert & Mielke, Inc
2. Curb and gutter and section corner monument replacement plan prepared by Ruekert & Mielke, Inc. dated May 2, 2023.
3. Price proposal from Buteyn-Peterson Co., Inc. dated May 16, 2023.

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of the attached estimated price proposal and necessity to expedite Work described herein prior to issuing a formal change order with final amount.

Estimated Changes:

Estimated
Price Range \$ \$5,700 to 8,200 Increase (See Attached)

Contract Time --- days increase.

00 63 49-1

The above changes are Approved by:

RECOMMENDED:

ACCEPTED.

By: **Anthony D. Petersen**
Digitally signed by Anthony D. Petersen
Date: 2023.05.25 08:46:16 -05'00'
Engineer (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: May 25, 2023

Date: _____

ACCEPTED:

ACCEPTED:

Mayor

City Clerk

By: John Nelson

By: Karen Kasetenson

Date: _____

Date: _____

ACCEPTED.

ACCEPTED:

Director of Finance & Treasurer

City Attorney

By: _____

By: Jesse A. Wesolowski

Date: _____

Date: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE STREET IMPROVEMENT FUND AND CAPITAL IMPROVEMENT FUND TO RE-APPROPRIATE \$147,800 OF STREET IMPROVEMENT APPROPRIATIONS FROM THE STREET IMPROVEMENT FUND TO THE CAPITAL IMPROVEMENT FUND	ITEM NUMBER M.29,

Background

On November 28, 2023, the Common Council adopted Ordinance No. 2023-2569 which adopted the 2024 Annual Budget. During the process of producing the 2024 Annual Budget, the City Engineer informed the Director of Finance of the need for a budget appropriation for the WisDOT Project on S. Lovers Lane Rd. from Rawson Ave. to W. College Ave. This was done but was appropriated to the incorrect fund.

The Street Improvement Fund focuses funding for local street improvements associated with the Local Street Improvement Program. The funding sources for the Local Street Improvement Program is resources from general property taxes, state transportation aids, a portion of landfill siting fees, and a biennial state grant for Local Road Improvements.

The Capital Improvement Fund focuses on capital expenditures for infrastructure or equipment with long useful lives that would require significant funding. In this case, the WisDOT has several road projects anticipated with large funding cost allocations to the City of Franklin. Essentially, these should be funded and expended through the Capital Improvement Fund.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to re-appropriate the WisDOT project on S. Lovers Lane Rd. from Rawson Ave. to W. College Ave.

Fiscal Note

The GL Numbers Associated with this amendment are:

Capital Improvement Fund – Fund 46			
46-0331-5823.3968	Street Improvement	Increase	\$147,800
Street Improvement Fund – Fund 47			
47-0331-5823.3968	Street Improvement	Decrease	\$147,800

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Street Improvement Fund and Capital Improvement Fund to Re-Appropriate \$147,800 of Street Improvement Appropriations from the Street Improvement Fund to the Capital Improvement Fund.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE STREET IMPROVEMENT FUND AND CAPITAL IMPROVEMENT FUND TO RE-APPROPRIATE \$147,800 OF STREET IMPROVEMENT APPROPRIATIONS FROM THE STREET IMPROVEMENT FUND TO THE CAPITAL IMPROVEMENT FUND

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget appropriated street improvement appropriations for the WisDOT project on S. Lovers Lane Rd. from Rawson Ave. to College Ave. in the Street Improvement Fund; and

WHEREAS, the appropriations are to be expended through the Capital Improvement Fund; and

WHEREAS, a budget amendment is needed to re-appropriate the \$147,800 expenditure from the Street Improvement Fund into the Capital Improvement Fund; and

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

Section 1 That the 2024 Street Improvement Fund Budget be amended as follows:

Street Improvement Fund				
0331	Highway	Street Improvements	Decrease	\$147,800

Section 2 That the 2024 Capital Improvement Fund Budget be amended as follows:

Capital Improvement Fund				
0331	Highway	Street Improvements	Increase	\$147,800

Section 3 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 4 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2024
REPORTS AND RECOMMENDATIONS	<p><i>Velo Village Apartments, LLC v. City of Franklin</i>, Milwaukee County Circuit Court Case No. 2023-CV-5465. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER H.30.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to *Velo Village Apartments, LLC v. City of Franklin*, Milwaukee County Circuit Court Case No. 2023-CV-5465, a litigation matter which is in process and pending at this time, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p>APPROVAL</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE May 21, 2024</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p><i>Polish Heritage Alliance, Inc. v. City of Franklin, Milwaukee County Circuit Court Case No. 2023-CV-9073. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p>ITEM NUMBER D.31.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to *Polish Heritage Alliance, Inc. v. City of Franklin, Milwaukee County Circuit Court Case No. 2023-CV-9073*, a litigation matter which is in process and pending at this time, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 5/21/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">COMMON COUNCIL CONSIDERATION OF COMPLAINT AND CLAIM DISPUTE. THE COMMON COUNCIL MAY ENTER CLOSED SESSION PURSUANT TO WIS. STAT. § 19.85(1)(F) CONSIDERING FINANCIAL, MEDICAL, SOCIAL, OR PERSONAL HISTORIES OR DISCIPLINARY DATA OF SPECIFIC PERSONS, PRELIMINARY CONSIDERATION OF SPECIFIC PERSONNEL PROBLEMS, OR THE INVESTIGATION OF CHARGES AGAINST SPECIFIC PERSONS EXCEPT WHERE PAR. (B) APPLIES, WHICH, IF DISCUSSED IN PUBLIC, WOULD BE LIKELY TO HAVE A SUBSTANTIAL ADVERSE EFFECT UPON THE REPUTATION OF ANY PERSON REFERRED TO IN SUCH HISTORIES OR DATA OR INVOLVED IN SUCH PROBLEMS OR INVESTIGATIONS, AND TO REENTER OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE.</p>	<p style="text-align: center;">ITEM NUMBER D. 32.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(F) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/21/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the Special License Committee Meeting of May 14, 2024 and Minutes from the License Committee Meeting of May 21, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the Special License Committee Meeting of May 14, 2024 and Minutes of the License Committee Meeting of May 21, 2024.

CITY CLERK'S OFFICE



Call to order:
 Aid. Eichmann
 Present: Aid. Eich
 + Aid. Day
 Aid. Craig
 Excused
 * 11:05 motion to Adjourn - Aid. Day

Special License Committee Agenda*
 Franklin City Hall Aldermen's Room
 9229 West Loomis Road, Franklin, WI
 May 14, 2024 - 5:00 p.m.

1. Call to Order & Roll Call		Time: 5:01 sec. Aid		
2. Applicant Interviews & Decisions		Eich		
Type/ Time	Applicant Information	Recommendations		
		Approve	Hold	Deny
Operator 2023-2024 New 5:00 p.m.	Nicole Stankowski Bowery Bar & Grill <i>motion to make a rec. to approval - BY Aid. Eich. 2nd - Day</i>	✓		
Operator 2023-2024 2024- New 25	Sherena Adams Hampton Inn & Suites	✓		
Operator 2023-2024 2024- New 25	Maria Baltutis Hampton Inn & Suites	✓		
Operator 2023-2024 New	Gabrielle Bantz The Rock Sports Complex	✓		
Operator 2023-2024 New	Shania Bransley The Rock Sports Complex	✓		
Operator 2023-2024 New	Devin Grube The Rock Sports Complex	✓		
Operator 2024-2025 New	Tiffany Banks Nelson No Location	✓		
Operator 2024-2025 New	James Jertson Walmart #1551	✓		
Operator 2024-2025 New	John Kirsling Walmart #1551	✓		

Operator 2023-2024 New	Rebecca Kluth The Rock Sports Complex	✓		
Operator 2024-2025 New	Gianna Lenczner Tuckaway Country Club	✓		
Operator 2023-2024 New	Hailey Lewan The Rock Sports Complex	✓		
Operator 2023-2024 New	Jason Liedle Croatian Park/Scottish Highland Games	✓		
Operator 2023-2024 New	Kevin Olson The Rock Sports Complex	✓		
Operator 2023-2024 New	Violeta Reaves Staybridge Suites	✓		
Operator 2024-2025 New	James Rickert The Rock Sports Complex	✓		
Operator 2023-2024 New	Alyssa Ruehlow The Rock Sports Complex	✓		
Operator 2024-2025 New	Natalie Scanlan Walgreens #05884	✓		
Operator 2024-2025 New	Sherri Sellers CVS Pharmacy #5390	✓		
Operator 2023-2024 New	Grant Taebel The Rock Sports Complex	✓		
Operator 2023-2024 New	Peighten Thompson The Rock Sports Complex	✓		
Operator 2023-2024 New	Antoine Williams The Rock Sports Complex	✓		

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Certificate

Operator 2023-2024 New	Connie Young Croatian Park/Scottish Games	✓	RBC	
Operator 2024-2025 New	Tanya Zimmerman The Rock Sports Complex	✓		
Operator 2023-2024 New	Tylor Bacher The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Tylor Bacher The Rock Sports Complex	✓		
Operator 2023-2024 New	Olivia Bantz The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Olivia Bantz The Rock Sports Complex	✓		
Operator 2023-2024 New	Kelly Bramel The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Kelly Bramel The Rock Sports Complex	✓		
Operator 2023-2024 New	Patrick Brinkman 7-Eleven	✓		
Operator 2024-2025 Renewal	Patrick Brinkman 7-Eleven	✓		
Operator 2023-2024 New	Lindsey Czubin Tuckaway Country Club	✓		
Operator 2024-2025 Renewal	Lindsey Czubin Tuckaway Country Club	✓		
Operator 2023-2024 New	Matthew Engelhardt Croatian Park	✓		

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Operator 2024-2025 Renewal	Matthew Engelhardt Croatian Park	✓		
Operator 2023-2024 New	William Engelhardt Croatian Park	✓		
Operator 2024-2025 Renewal	William Engelhardt Croatian Park	✓		
Operator 2023-2024 New	Emily Evers The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Emily Evers The Rock Sports Complex	✓		
Operator 2023-2024 New	Sarah Gavin The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Sarah Gavin The Rock Sports Complex	✓		
Operator 2023-2024 New	Andrea Herber Kwik Trip #857	✓		
Operator 2024-2025 Renewal	Andrea Herber Kwik Trip #857	✓		
Operator 2023-2024 New	Jayden Konicke The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Jayden Konicke The Rock Sports Complex	✓		
Operator 2023-2024 New	Katelyn Krieg The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Katelyn Krieg The Rock Sports Complex	✓		

Operator 2023-2024 New	Hunter Krizan Luxe Golf/dog Haus/Brick	✓		
Operator 2024-2025 Renewal	Hunter Krizan Luxe Golf/dog Haus/Brick	✓		
Operator 2023-2024 New	Elizabeth Kubricky No Location	✓		
Operator 2024-2025 Renewal	Elizabeth Kubricky No Location	✓		
Operator 2023-2024 New	Nicole Kusz The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Nicole Kusz The Rock Sports Complex	✓		
Operator 2023-2024 New	Justin Lockridge Root River Center	✓		
Operator 2024-2025 Renewal	Justin Lockridge Root River Center	✓		
Operator 2023-2024 New	Cecilia Lor CVS Pharmacy #5390	✓		
Operator 2024-2025 Renewal	Cecilia Lor CVS Pharmacy #5390	✓		
Operator 2023-2024 New	Ryan Maass The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Ryan Maass The Rock Sports Complex	✓		
Operator 2023-2024 New	Lira Medel The Rock Sports Complex	✓		

Operator 2024-2025 Renewal	Lira Medel The Rock Sports Complex	✓		
Operator 2023-2024 New	Serena Medrano The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Serena Medrano The Rock Sports Complex	✓		
Operator 2023-2024 New	Sarah Michaels The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Sarah Michaels The Rock Sports Complex	✓		
Operator 2023-2024 New	Kelly Molina Hideaway Pub & Eatery	✓		
Operator 2024-2025 Renewal	Kelly Molina Hideaway Pub & Eatery	✓		
Operator 2023-2024 New	Christian Montano The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Christian Montano The Rock Sports Complex	✓		
Operator 2023-2024 New	Brooke Nadeau The Rock Sports Complex	✓		
Operator 2024-2025 Renewal	Brooke Nadeau The Rock Sports Complex	✓		
Operator 2023-2024 New	Anita Osvatic Croatian Park	✓		
Operator 2024-2025 Renewal	Anita Osvatic Croatian Park	✓		

Operator 2023-2024 New	Sharon Paul Hideaway Pub & Eatery	✓		
Operator 2024-2025 Renewal	Sharon Paul Hideaway Pub & Eatery	✓		
Operator 2023-2024 New	John Saric Croatian Park	✓		
Operator 2024-2025 Renewal	John Saric Croatian Park	✓		
Operator 2023-2024 New	Priscilla Suarez The Rock Sports Complex	✓		pending correction of app.
Operator 2024-2025 Renewal	Priscilla Suarez The Rock Sports Complex	✓		pending
Operator 2023-2024 New	Gregory Tans Luxe Golf/Dog Haus/Brick	✓		pending correction of app.
Operator 2024-2025 Renewal	Gregory Tans Luxe Golf/Dog Haus/Brick	✓		pending correction of app.
Operator 2023-2024 New	Nicole Tarantino Point After Pub & Grille	✓		
Operator 2024-2025 Renewal	Nicole Tarantino Point After Pub & Grille	✓		
Operator 2023-2024 New	Brandon Tawyea Walmart #1551	✓		pending "correction of app."
Operator 2024-2025 Renewal	Brandon Tawyea Walmart #1551	✓		pending "correction of app."
Operator 2024-2025 Renewal	Claire Almquist Walgreens #15020	✓		

* ~~ALL~~ Need a Resp- certificate server or update

Operator 2024-2025 Renewal	Angelina Alvarez Walgreens #15020	✓		
Operator 2024-2025 Renewal	Amy Analla Point After Pub & Grille	✓		
Operator 2024-2025 Renewal	Michael Anders Iron Mike's	✓		
Operator 2024-2025 Renewal	Allison Anderson Rock Snow Park	✓		XXXXX
Operator 2024-2025 Renewal	Cathy Anderson Tuckaway Country Club	✓		XXXXX
Operator 2024-2025 Renewal	Geraldine Arteaga Walgreens #15020	✓		XXXXX
Operator 2024-2025 Renewal	Amy Balcerzak Walgreens #15020	✓		XXXXX
Operator 2024-2025 Renewal	Thomas Balistreri Root River Center	✓		XXXXX
Operator 2024-2025 Renewal	Michael J Bartolone On the Border	✓		XXXXX
Operator 2024-2025 Renewal	Bobbie Jo Bartolotta Walmart #1551	✓		XXXXX
Operator 2024-2025 Renewal	Anayeli Benitez Hampton Inn & Suites	✓		XXXXX
Operator 2024-2025 Renewal	Kallie Berg Polish Center of Wisconsin	✓		XXXXX
Operator 2024-2025 Renewal	Sarah Berg Polish Center of Wisconsin	✓		XXXXX

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certificate

Operator 2024-2025 Renewal	Brandon Bhatti Midtown Gas & Liquor	✓	XXXXX
Operator 2024-2025 Renewal	Tanya Bielinski Swiss Street Pub & Grille	✓	
Operator 2024-2025 Renewal	Joshua Bishop On the Border	✓	
Operator 2024-2025 Renewal	Claudia Blue Sam's Club #8167	✓	
Operator 2024-2025 Renewal	John Braovac Croatian Park	✓	XXXXX
Operator 2024-2025 Renewal	Tammy Bresette Root River Center	✓	XXXXX
Operator 2024-2025 Renewal	Joseph Brooks Tuckaway Country Club	✓	
Operator 2024-2025 Renewal	William Canales On the Border	✓	XXXXX
Operator 2024-2025 Renewal	Luke Capstran Walgreens #05884	✓	XXXXX
Operator 2024-2025 Renewal	Joseph Cauley Rawson Pub	✓	XXXXX
Operator 2024-2025 Renewal	Jada Cesar Walgreens #05459	✓	XXXXX
Operator 2024-2025 Renewal	Tyler Cherek Crossroads II Pizza & Subs	✓	XXXXX Pending Correction of application & Beverage Server certifi
Operator 2024-2025 Renewal	Angela Christie Civic Celebration	✓	

ALL others updated or corrected or applications
 Pending correction of applications

Operator 2024-2025 Renewal	Cornissa Collins Sam's Club #8167	✓	✓	
Operator 2024-2025 Renewal	Eric Cottman Walgreens #05459	✓	✓	
Operator 2024-2025 Renewal	Alyssa Dama Iron Mike's	✓	✓	
Operator 2024-2025 Renewal	Tracey Deak Swiss Street Pub & Grille	✓	✓	
Operator 2024-2025 Renewal	Susan DeGeorge Point After Pub & Grille	✓	✓	
Operator 2024-2025 Renewal	Maricel Delgado Fuentes Hampton Inn & Suites	✓	✓	
Operator 2024-2025 Renewal	Jennifer Deputy Root River Center	✓	✓	
Operator 2024-2025 Renewal	Taylor Erickson The Bowery Bar & Grill	✓	✓	
Operator 2024-2025 Renewal	Christopher Ewig Iron Mike's	✓	✓	
Operator 2024-2025 Renewal	Hailey Frejnik Milwaukee Burger Company	✓	✓	
Operator 2024-2025 Renewal	April Gagliano The Bowery Bar & Grill	✓	✓	
Operator 2024-2025 Renewal	Eric Gagliano The Bowery Bar & Grill	✓	✓	
Operator 2024-2025 Renewal	Madeline Gernhauser Milwaukee Burger Company	✓	✓	

~~All copies of applications resp. server certificate~~

Operator 2024-2025 Renewal	Corie Graf Iron Mike's	✓	✓	
Operator 2024-2025 Renewal	Patricia Greer CVS Pharmacy	✓	✓	
Operator 2024-2025 Renewal	Halina Grochowski No Location	✓	✓	
Operator 2024-2025 Renewal	Ashley Grube Tuckaway Country Club	✓		
Operator 2024-2025 Renewal	Marina Gutierrez The Rock Sports Complex	✓	✓	
* 5/14/24 - stopped here *				
Operator 2024-2025 Renewal	Jody Haase 7-Eleven			
Operator 2024-2025 Renewal	Kacie Haglund The Rock Sports Complex			
Operator 2024-2025 Renewal	Jenna Haley Crossroads II Pizza & Subs			
Operator 2024-2025 Renewal	Jennifer Halser Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Lisa Hansen 7-Eleven	Delete - She is an agent - No need to get operator Lic.		
Operator 2024-2025 Renewal	Patti Hartung Walgreens #05459			
Operator 2024-2025 Renewal	Jessica Hendren Romey's Place			
Operator 2024-2025 Renewal	Kimberly Hill Country Lanes Bowling Center			

Operator 2024-2025 Renewal	Justin Hoffman Iron Mike's			
Operator 2024-2025 Renewal	Matthew Holtz Crossroads II Pizza & Subs			
Operator 2024-2025 Renewal	Andrew Hushek Polish Center of Wisconsin			
Operator 2024-2025 Renewal	John Hushek Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Marie Idzikowski Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Amber Ishaque Hideaway Pub & Eatery			
Operator 2024-2025 Renewal	John Janiszewski Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Michael Jankovic Croatian Park			
Operator 2024-2025 Renewal	April Jasinski Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Shane Jaskie Iron Mike's			
Operator 2024-2025 Renewal	Eric Johnson Tuckaway Country Club			
Operator 2024-2025 Renewal	Arturo Juarez Jr. Tuckaway Country Club			
Operator 2024-2025 Renewal	Adam Jubeck Bowery Bar & Grill			

Operator 2024-2025 Renewal	Navdeep Kaur New Liquor & Food			
Operator 2024-2025 Renewal	Paramjeet Kaur New Liquor & Food			
Operator 2024-2025 Renewal	Sohail Khan CVS Pharmacy			
Operator 2024-2025 Renewal	Kevin Kais Walgreens #15020			
Operator 2024-2025 Renewal	Taylor Klafka Rawson Pub			
Operator 2024-2025 Renewal	Lori Kochan Swiss Street Pub & Grille			
Operator 2024-2025 Renewal	Miranda Krasinski Point After Pub & Grille			
Operator 2024-2025 Renewal	Lillian Krieger Milwaukee Burger Company			
Operator 2024-2025 Renewal	Manmohit Kumar Mann Liquor Beer & Wine			
Operator 2024-2025 Renewal	Apolonia Kust Crossroads II Pizza & Subs			
Operator 2024-2025 Renewal	Mitcheal Lenski Iron Mike's			
Operator 2024-2025 Renewal	Ashtyn Lindl Milwaukee Burger Company			
Operator 2024-2025 Renewal	Mikala Lindl Milwaukee Burger Company			

Operator 2024-2025 Renewal	Elizabeth Lipinski Walgreens #05884			
Operator 2024-2025 Renewal	Michael Lloyd The Rock Sports Complex			
Operator 2024-2025 Renewal	Emily Logan Milwaukee Burger Company			
Operator 2024-2025 Renewal	Marcia Lonzaga Walgreens #05884			
Operator 2024-2025 Renewal	Marilu Marcano Walmart #1551			
Operator 2024-2025 Renewal	Nadiya Mashkina Walgreens #15020			
Operator 2024-2025 Renewal	Jan Matuszak Tuckaway Country Club			
Operator 2024-2025 Renewal	Brianna Mayer Point After Pub & Grille			
Operator 2024-2025 Renewal	Ciara McMillan Point After Pub & Grille			
Operator 2024-2025 Renewal	Ericka Meeks Romey's Place			
Operator 2024-2025 Renewal	Lee Ann Meier Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Jane Michel Andy's On Ryan Rd			
Operator 2024-2025 Renewal	Susan Mlynczak Point After Pub & Grille			

Operator 2024-2025 Renewal	Ann Moehlenpah Walgreens #05884			
Operator 2024-2025 Renewal	Josefina Mora Walgreens #05884			
Operator 2024-2025 Renewal	Ciarra Murray Iron Mike's			
Operator 2024-2025 Renewal	Sarah Nickolaus Walgreens #05884			
Operator 2024-2025 Renewal	Camille Nicolai Hampton Inn & Suites			
Operator 2024-2025 Renewal	Tyler Okrzesik Milwaukee Burger Company			
Operator 2024-2025 Renewal	Nicole Olender Michaelangelo's Pizza			
Operator 2024-2025 Renewal	Mandy Oleniczak Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Derek Olszewski On the Border			
Operator 2024-2025 Renewal	Lori Otto Rawson Pub			
Operator 2024-2025 Renewal	Andrew Page Tuckaway Country Club			
Operator 2024-2025 Renewal	Julie Palivoda Kwik Trip #857			
Operator 2024-2025 Renewal	Michael Parsley Walmart #1551			

Operator 2024-2025 Renewal	Miranda Peters Iron Mike's			
Operator 2024-2025 Renewal	Tricia Peterson Tuckaway Country Club			
Operator 2024-2025 Renewal	Joseph Pollack On the Border			
Operator 2024-2025 Renewal	Denise Popp Romey's Place			
Operator 2024-2025 Renewal	Emily Porn Tuckaway Country Club			
Operator 2024-2025 Renewal	Amy Purvis Walgreens #15020			
Operator 2024-2025 Renewal	Debra Reichart Rawson Pub			
Operator 2024-2025 Renewal	Michele Reimann Walgreens #15020			
Operator 2024-2025 Renewal	Amy Rendall The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Kristen Rinke Hideaway Pub & Eatery			
Operator 2024-2025 Renewal	Jean Risacher Hampton Inn & Suites			
Operator 2024-2025 Renewal	Farrah Rodriguez Walmart #1551			
Operator 2024-2025 Renewal	Megan Rongholt Walgreens #05459			

Operator 2024-2025 Renewal	Linda Rueth Swiss Street Pub & Grille			
Operator 2024-2025 Renewal	Toni Ruyle Swiss Street Pub & Grille			
Operator 2024-2025 Renewal	Bobette Sakiewicz Walgreens #05884			
Operator 2024-2025 Renewal	Nicole Salas The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Ashlyn Sanders Tuckaway Country Club			
Operator 2024-2025 Renewal	Joseph Schauer Croatian Park			
Operator 2024-2025 Renewal	Ryan Scheffler Swiss Street Pub & Grille			
Operator 2024-2025 Renewal	Suzanne Serra Romey's Place			
Operator 2024-2025 Renewal	Rebekkah Shallow Root River Center			
Operator 2024-2025 Renewal	Brian Shulta Romey's Place			
Operator 2024-2025 Renewal	Agyapal Singh Discount Cigarette's & Liquor			
Operator 2024-2025 Renewal	Elyzabeth Smith Rawson Pub			
Operator 2024-2025 Renewal	Mayemme Sow Andy's On Ryan Rd			

Operator 2024-2025 Renewal	Jessica St. Louis The Landmark			
Operator 2024-2025 Renewal	Nadine Stork Walgreens #15020			
Operator 2024-2025 Renewal	Michael Swiderski Country Lanes Bowling Center			
Operator 2024-2025 Renew	James Talaska Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Katelyn Thousand Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Theofania Topetz Honey Butter Cafe			
Operator 2024-2025 Renewal	Tiffany Torres Romey's Place			
Operator 2024-2025 Renewal	Raven Trammell On the Border			
Operator 2024-2025 Renewal	Stacie Tripler On the Border			
Operator 2024-2025 Renewal	Anja Ubiparipovic Walgreens #15020			
Operator 2024-2025 Renewal	Katiana Valle Walgreens #05459			
Operator 2024-2025 Renewal	Nicolet Valle Walgreens #15020			
Operator 2024-2025 Renewal	Kathleen Varga Walgreens #15020			

Operator 2024-2025 Renewal	Liam Vasquez-Rodriguez Walgreens #05884			
Operator 2024-2025 Renewal	Mato Veber Croatian Park			
Operator 2024-2025 Renewal	Jazmin Vespalec Iron Mike's			
Operator 2024-2025 Renewal	Amrit Virk New Liquor & Food			
Operator 2024-2025 Renewal	Simran Virk New Liquor & Food			
Operator 2024-2025 Renewal	Salma Wahhab Walgreens #05884			
Operator 2024-2025 Renewal	Melissa Waulters Wegner's St Martins Inn			
Operator 2024-2025 Renewal	Kathleen Wegner Wegner's St Martins Inn			
Operator 2024-2025 Renewal	Michael Williams Croatian Park			
Operator 2024-2025 Renewal	Sydney Wills Tuckaway Country Club			
Operator 2024-2025 Renewal	Julie Wiltzius Irish Cottage			
Operator 2024-2025 Renewal	Matthew Wisniewski Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Raquel Zalewski Rawson Pub			

Operator 2024-2025 Renewal	Alyssa Zastrow The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Keith Ziolkowski The Rock Sports Complex			
3.	Adjournment	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.



License Committee Agenda*
Franklin City Hall Health Wing
9229 West Loomis Road, Franklin, WI
May 21, 2024 – 5:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:05 p.m.	Rock Sports Complex – The Hill Has Eyes 2024 Person in Charge: Joe Zimmerman Location: 7005 S. Ballpark Dr. – Ballpark Commons Dates of Event: Fridays & Saturdays, 9/27 through 10/26/2024; Sundays for Family-oriented Events, 9/29 through 10/27/2024			
Extraordinary Entertainment & Special Event 5:20 p.m.	Luxe Golf Bays – Red, White & Brew Festival Person in Charge: Hailey Lewan Location: 7065 S. Ballpark Dr. – Ballpark Commons Date of Event: Sunday, 9/1/2024			
Extraordinary Entertainment & Special Event 5:35 p.m.	Xaverian Missionaries – Annual Festival Person in Charge: Fr. Alejandro Rodriguez Location: Xaverian Missionaries – 4500 W. Xavier Dr. Dates of Event: 6/22 and 6/23/2024			
Fixed Full-Service Retail Outlet Entertainment & Amusement 2024-2025	On Cloud Wine, LLC DBA On Cloud Wine 10062 W Loomis Rd John “Randy” Larson, Agent			
Amusement Device Operator 2024-2025	American Entertainment Services, Inc W337 S5059 Hwy GG Dousman, WI 53118 Kenneth Grothmann			
Amusement Device Operator 2024-2025	Games Are Us Inc W144 S6515 College Ct Muskego, WI 53150 Steven Murphy			

Amusement Device Operator 2024-2025	National Entertainment Network, LLC 246 S Taylor Ave, Unit 200 Louisville, CO 80027 Nicholas Miceli			
Amusement Device Operator 2024-2025	Red's Novelty Ltd 1921 S 74 St West Allis, WI 53219 Jay Jacomet			
Amusement Device Operator 2024-2025	Reggie's Amusements, LLC 4918 S Packard Ave Cudahy, WI 53110 Reginald Zeniecki			
Amusement Device Operator 2024-2025	Wisconsin P & P Amusement 12565 W Lisbon Rd Brookfield, WI 53005 Michael Weigel			
Auto Salvage 2024-2025	AI's Auto Salvage, Inc DBA AI's Auto Salvage 10942 S 124 th St Albert Schill			
Day Care 2024-2025	Cadence Education, LLC DBA Discovery Days of Franklin 9758 S Airways Ct Andrea Bustillos			
Day Care 2024-2025	Kindercare Learning Centers LLC DBA Falk Park KinderCare Learning Center 7363 S 27 th St Michelle Swikert			
Day Care 2024-2025	Ingenious, Inc DBA Ingenious Childcare 7260 S 76 th St Banmeet Dadwal			
Day Care 2024-2025	Jubilee Faith Center, Inc DBA Jubilee Christian School 3639 W Ryan Rd Tanya Soich			
Day Care 2024-2025	L & T Norgel, LLC DBA LMN's Operation Playground 11224 W Forest Home Ave Lisa Norgel			
Entertainment & Amusement 2024-2025	Innovative Health & Fitness Building, LLC DBA Innovative Health & Fitness 8800 S 102 nd St Scott Cole			

Entertainment & Amusement 2024-2025	Milwaukee County Parks DBA Milwaukee County Sports Complex 6000 W Ryan Rd Richard Becker			
Entertainment & Amusement 2024-2025	Milwaukee County Parks DBA Oakwood Park Golf Course 3600 W Oakwood Rd Joshua Zuba			
Entertainment & Amusement 2024-2025	Milwaukee County Parks DBA Whitnall Park Golf Course 6751 S 92 nd St Joshua Zuba			
Mobile Home 2024-2025	Badger MHP, LLC DBA Badger Mobile Home Park 6405 S 27 th St Renee Peters			
Mobile Home 2024-2025	Franklin Mobile, LLC DBA Franklin Mobile Estates 6361 S 27 th St David Steinberger			
Operator 2024-2025 New	Josip Jaksic Croatian Park			
Operator 2023-2024 New	Antoine Williams The Rock Sports Complex			
Operator 2023-2024 New	Derek Gallagher Root River Center			
Operator 2024-2025 Renewal	Derek Gallagher Root River Center			
Operator 2023-2024 New	Lily Jones The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Lily Jones The Bowery Bar & Grill			
Operator 2023-2024 New	Ruby Paul Hideaway Pub & Eatery			

Operator 2024-2025 Renewal	Ruby Paul Hideaway Pub & Eatery			
Operator 2023-2024 New	George Wahhab Walgreens #05459			
Operator 2024-2025 Renewal	George Wahhab Walgreens #05459			
Operator 2024-2025 Renewal	Jody Haase 7-Eleven			
Operator 2024-2025 Renewal	Kacie Haglund The Rock Sports Complex			
Operator 2024-2025 Renewal	Jenna Haley Crossroads II Pizza & Subs			
Operator 2024-2025 Renewal	Jennifer Halser Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Patti Hartung Walgreens #05459			
Operator 2024-2025 Renewal	Jessica Hendren Romey's Place			
Operator 2024-2025 Renewal	Kimberly Hill Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Justin Hoffman Iron Mike's			
Operator 2024-2025 Renewal	Matthew Holtz Crossroads II Pizza & Subs			
Operator 2024-2025 Renewal	Andrew Hushek Polish Center of Wisconsin			

Operator 2024-2025 Renewal	John Hushek Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Marie Idzikowski Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Amber Ishaque Hideaway Pub & Eatery			
Operator 2024-2025 Renewal	John Janiszewski Polish Center of Wisconsin			
Operator 2024-2025 Renewal	Michael Jankovic Croatian Park			
Operator 2024-2025 Renewal	April Jasinski Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Shane Jaskie Iron Mike's			
Operator 2024-2025 Renewal	Eric Johnson Tuckaway Country Club			
Operator 2024-2025 Renewal	Arturo Juarez Jr. Tuckaway Country Club			
Operator 2024-2025 Renewal	Adam Jubeck Bowery Bar & Grill			
Operator 2024-2025 Renewal	Navdeep Kaur New Liquor & Food			
Operator 2024-2025 Renewal	Paramjeet Kaur New Liquor & Food			
Operator 2024-2025 Renewal	Sohail Khan CVS Pharmacy			

Operator 2024-2025 Renewal	Kevin Kais Walgreens #15020			
Operator 2024-2025 Renewal	Taylor Klafka Rawson Pub			
Operator 2024-2025 Renewal	Lori Kochan Swiss Street Pub & Grille			
Operator 2024-2025 Renewal	Miranda Krasinski Point After Pub & Grille			
Operator 2024-2025 Renewal	Lillian Krieger Milwaukee Burger Company			
Operator 2024-2025 Renewal	Manmohit Kumar Mann Liquor Beer & Wine			
Operator 2024-2025 Renewal	Apolonia Kust Crossroads II Pizza & Subs			
Operator 2024-2025 Renewal	Mitcheal Lenski Iron Mike's			
Operator 2024-2025 Renewal	Ashtyn Lindl Milwaukee Burger Company			
Operator 2024-2025 Renewal	Mikala Lindl Milwaukee Burger Company			
Operator 2024-2025 Renewal	Elizabeth Lipinski Walgreens #05884			
Operator 2024-2025 Renewal	Michael Lloyd The Rock Sports Complex			
Operator 2024-2025 Renewal	Emily Logan Milwaukee Burger Company			

Operator 2024-2025 Renewal	Marcia Lonzaga Walgreens #05884			
Operator 2024-2025 Renewal	Marilu Marcano Walmart #1551			
Operator 2024-2025 Renewal	Nadiya Mashkina Walgreens #15020			
Operator 2024-2025 Renewal	Jan Matuszak Tuckaway Country Club			
Operator 2024-2025 Renewal	Brianna Mayer Point After Pub & Grille			
Operator 2024-2025 Renewal	Ciara McMillan Point After Pub & Grille			
Operator 2024-2025 Renewal	Ericka Meeks Romey's Place			
Operator 2024-2025 Renewal	Lee Ann Meier Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Jane Michel Andy's On Ryan Rd			
Operator 2024-2025 Renewal	Susan Mlynczak Point After Pub & Grille			
Operator 2024-2025 Renewal	Ann Mochlenpah Walgreens #05884			
Operator 2024-2025 Renewal	Josefina Mora Walgreens #05884			
Operator 2024-2025 Renewal	Ciarra Murray Iron Mike's			

Operator 2024-2025 Renewal	Sarah Nickolaus Walgreens #05884			
Operator 2024-2025 Renewal	Camille Nicolai Hampton Inn & Suites			
Operator 2024-2025 Renewal	Tyler Okrzesik Milwaukee Burger Company			
Operator 2024-2025 Renewal	Nicole Olender Michaelangelo's Pizza			
Operator 2024-2025 Renewal	Mandy Oleniczak Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Derek Olszewski On the Border			
Operator 2024-2025 Renewal	Lori Otto Rawson Pub			
Operator 2024-2025 Renewal	Kelly Ottoson Irish Cottage			
Operator 2024-2025 Renewal	Andrew Page Tuckaway Country Club			
Operator 2024-2025 Renewal	Julie Palivoda Kwik Trip #857			
Operator 2024-2025 Renewal	Michael Parsley Walmart #1551			
Operator 2024-2025 Renewal	Miranda Peters Iron Mike's			
Operator 2024-2025 Renewal	Tricia Peterson Tuckaway Country Club			

Operator 2024-2025 Renewal	Joseph Pollack On the Border			
Operator 2024-2025 Renewal	Denise Popp Romey's Place			
Operator 2024-2025 Renewal	Emily Porn Tuckaway Country Club			
Operator 2024-2025 Renewal	Amy Purvis Walgreens #15020			
Operator 2024-2025 Renewal	Debra Reichart Rawson Pub			
Operator 2024-2025 Renewal	Michele Reimann Walgreens #15020			
Operator 2024-2025 Renewal	Amy Rendall The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Kristen Rinke Hideaway Pub & Eatery			
Operator 2024-2025 Renewal	Jean Risacher Hampton Inn & Suites			
Operator 2024-2025 Renewal	Farrah Rodriguez Walmart #1551			
Operator 2024-2025 Renewal	Megan Rongholt Walgreens #05459			
Operator 2024-2025 Renewal	Linda Rueth Swiss Street Pub & Grille			
Operator 2024-2025 Renewal	Toni Ruyle Swiss Street Pub & Grille			

Operator 2024-2025 Renewal	Bobette Sakiewicz Walgreens #05884			
Operator 2024-2025 Renewal	Nicole Salas The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Ashlyn Sanders Tuckaway Country Club			
Operator 2024-2025 Renewal	Joseph Schauer Croatian Park			
Operator 2024-2025 Renewal	Ryan Scheffler Swiss Street Pub & Grille			
Operator 2024-2025 Renewal	Suzanne Serra Romey's Place			
Operator 2024-2025 Renewal	Rebekkah Shallow Root River Center			
Operator 2024-2025 Renewal	Brian Shulta Romey's Place			
Operator 2024-2025 Renewal	Agyapal Singh Discount Cigarette's & Liquor			
Operator 2024-2025 Renewal	Elyzabeth Smith Rawson Pub			
Operator 2024-2025 Renewal	Mayemme Sow Andy's On Ryan Rd			
Operator 2024-2025 Renewal	Jessica St. Louis The Landmark			
Operator 2024-2025 Renewal	Nadine Stork Walgreens #15020			

Operator 2024-2025 Renewal	Michael Swiderski Country Lanes Bowling Center			
Operator 2024-2025 Renew	James Talaska Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Jennifer Teske Irish Cottage			
Operator 2024-2025 Renewal	Katelyn Thousand Country Lanes Bowling Center			
Operator 2024-2025 Renewal	William Tietjen Franklin Noon Lions Club			
Operator 2024-2025 Renewal	Theofania Topetzes Honey Butter Cafe			
Operator 2024-2025 Renewal	Tiffany Torres Romey's Place			
Operator 2024-2025 Renewal	Raven Trammell On the Border			
Operator 2024-2025 Renewal	Stacie Trippler On the Border			
Operator 2024-2025 Renewal	Anja Ubiparipovic Walgreens #15020			
Operator 2024-2025 Renewal	Katiana Valle Walgreens #05459			
Operator 2024-2025 Renewal	Nicolet Valle Walgreens #15020			
Operator 2024-2025 Renewal	Kathleen Varga Walgreens #15020			

Operator 2024-2025 Renewal	Liam Vasquez-Rodriguez Walgreens #05884			
Operator 2024-2025 Renewal	Mato Veber Croatian Park			
Operator 2024-2025 Renewal	Jazmin Vespalec Iron Mike's			
Operator 2024-2025 Renewal	Amrit Virk New Liquor & Food			
Operator 2024-2025 Renewal	Simran Virk New Liquor & Food			
Operator 2024-2025 Renewal	Salma Wahhab Walgreens #05884			
Operator 2024-2025 Renewal	Melissa Waulters Wegner's St Martins Inn			
Operator 2024-2025 Renewal	Kathleen Wegner Wegner's St Martins Inn			
Operator 2024-2025 Renewal	Michael Williams Croatian Park			
Operator 2024-2025 Renewal	Sydney Wills Tuckaway Country Club			
Operator 2024-2025 Renewal	Julie Wiltzius Irish Cottage			
Operator 2024-2025 Renewal	Matthew Wisniewski Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Raquel Zalewski Rawson Pub			

Operator 2024-2025 Renewal	Alyssa Zastrow The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Keith Ziolkowski The Rock Sports Complex			
3.	Adjournment	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.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated May 3, 2024 through May 16, 2024, Nos. 197789 through Nos. 197963 in the amount of \$ 1,221,526.65. Also included in this listing are EFT Nos. 5679 through EFT Nos. 5691, Library vouchers totaling \$ 943.96, Water Utility vouchers totaling \$ 56,967.40 and Property Tax Refunds in the amount of \$ 2,336.88. Voided checks in the amount of \$ (2,336.88) are separately listed.

Early release disbursements dated May 3, 2024 through May 15, 2024 in the amount of \$ 598,547.35 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT No. 513 dated May 13, 2024, in the amount of \$ 1,186.87. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated May 17, 2024 is \$ 469,830.75, previously estimated at \$ 475,000. Payroll deductions dated May 17, 2024 are \$ 241,059.99, previously estimated at \$ 520,000.

The estimated payroll for May 31, 2024 is \$ 490,000 with estimated deductions and matching payments of \$ 470,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of May 16, 2024 in the amount of \$ 1,221,526.65
- Payroll dated May 17, 2024 in the amount of \$ 469,830.75 and payments of the various payroll deductions in the amount of \$ 241,059.99 plus City matching payments and
- Estimated payroll dated May 31, 2024 in the amount of \$ 490,000 and payments of the various payroll deductions in the amount of \$ 470,000, plus City matching payments.

ROLL CALL VOTE NEEDED