

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<https://www.youtube.com/c/CityofFranklinWIGov>

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

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of October 15, 2024.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Sixteen Unit Supportive Housing Development, Resident Community Center, and Community Hub Facility, Upon Property Located at 0 S 31st St, TKN 761-9992-002. (By Amy Hansel, Communities of Crocus, Applicant, Northwestern Mutual Life Insurance, property owner).
 - 2. Annual Report of the City of Franklin’s Tourism Commission Activity and 2025 Budget.
 - 3. A Resolution Authorizing Certain Officials to Execute an Environmental Service Recycling Agreement with Veolia ES Technical Services LLC.
 - 4. Clear Channel Outdoor Media Volition Franklin Contract.
 - 5. A Resolution Authorizing Certain Officials to Execute a 2024 Health Department Project Agreement with Emmons Business Interiors.
 - 6. Accept and execute the Wisconsin Statewide Health Information Network (WISHIN) Agreement for 2024-2025.
 - 7. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Physical Fitness Facility Upon Property Located at 7199 S. 76th Street (Black Duck Partners, Applicant).
 - 8. A Resolution to amend Resolution No. 2022-7873 Imposing Conditions and Restrictions for the Approval of a Special Use for a Condominium Complex development use upon property located at 9524 S. Sophia Court. (Stephen R. Mills, Loomis & Ryan, Inc., Applicant, Home Path Financial Limited Partnership, property owner).

9. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Capital Improvement Fund to Transfer \$150,000 of Contingency Appropriations to Highway Capital Equipment Appropriations for the Increasing Project Costs Associated with the Department of Public Works Building Expansion Project.
10. A Resolution imposing conditions and restrictions for the approval of a Special Use for Tsunami Express Car Wash, a carwash facility located at 6449 S. Whitnall Edge Road (Tsunami Express Car Wash, Applicant).
11. Request for the Common Council to approve the filing of an application for a Unified Development Ordinance text amendment for An Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance to Change the Plan Commission Membership to remove the City Engineer Member and in place thereof Provide an Alderperson to Serve on the Plan Commission.
12. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Capital Outlay Fund to Transfer \$6,262 of Contingency Appropriations to Capital Equipment Appropriations for the Purchase of a Replacement Survey Controller.
13. An Ordinance to amend §10-12 Personnel Committee, B. Composition and C. Term, to Remove Two of the Alderperson Membership Positions.
14. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Franklin Public Schools at 8429 W. Forest Hill Avenue, TKN 838-9978-001.
15. A Resolution for Acceptance of a Water Main Easement at Franklin Public Schools, Franklin, WI, TKN 838-9978-001.
16. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 8429 W. Forest Hill Avenue, TKN 838-9978-001.
17. Finance Committee Recommended Changes to the 2025 Mayor's Recommended Budget.
18. A Resolution Authorizing Certain Officials to Execute an Addendum to Facilitate American Rescue Plan Act (ARPA) Funding for the Multimedia Communications & Engineering, Inc. Agreement for Fiber Optic Ring Design and Construction Project Management Services, the Fiber Optic Management, LLC Agreement for Fiber Optic Maintenance Services, the Telepacific Corp. Communications Network and Firewall Services Agreement, the Ringcentral, Inc. Unified Communications Services Agreement, the Landmark Structures, I, LP Elevated Water Storage Tank Contract B, the Dorner, Inc. Water Transmission Main Contract A, the Vinton Construction Company Water Transmission Main Contract C, and the Johnson Controls, Inc. Energy Savings Performance Contract, each entered into with the City.
19. Approval of Pay Application 2 and Reimbursement Request #2 for the 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01.
20. Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional

Common Council Meeting Agenda

November 6, 2024

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Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds 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.

H. Licenses and Permits: License Committee Meeting of November 6, 2024.

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

J. Adjournment.

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

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

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

REMINDERS:

November 7	Plan Commission	6:00 p.m.
November 19	Common Council	6:30 p.m.
November 21	Plan Commission	6:00 p.m.
November 28 & 29	City Hall Closed-Thanksgiving	
December 3	Common Council	6:30 p.m.
December 5	Plan Commission	6:00 p.m.
December 17	Common Council	6:30 p.m.
December 19	Plan Commission	6:00 p.m.
December 24 & 25	City Hall Closed-Christmas	
December 31	City Hall Closed-New Year's Eve	
January 1	City Hall Closed-New Year's Day	

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 15, 2024
MINUTES

- | | |
|--|--|
| ROLL CALL | A. The regular meeting of the Franklin Common Council was held on October 15, 2024, and was called to order at 6:30 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 Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B. Citizen comment period was opened at 6:32 p.m. and was closed at 6:40 p.m. |
| MINUTES
OCTOBER 1, 2024 | C. Alderman Hasan moved to approve the minutes of the Common Council meeting of October 1, 2024, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| MAYORAL
APPOINTMENTS | E. Alderman Hasan moved to confirm the following Mayoral Appointments: James McWilliams, 4645 W. Sherwood Dr., Ald. Dist. 4 - Technology Commission, 3 year unexpired term expiring 04/30/25. Seconded by Alderwoman Day. On roll call, all voted Aye; motion carried |
| INFORMATIONAL
UPDATE FROM CITY
ASSESSORS | G.1. This document is informational only. Receive and put on file. |
| OAK CREEK-
FRANKLIN JOINT
SCHOOL DISTRICT
INFORMATION
PRESENTATION | G.1.A. This item is for information only. No action requested. |
| FOX GLEN
CORPORATE CENTRE
SPECIAL EXCEPTION | G.2. Alderwoman Day moved to adopt the standards, findings and decision of the City of Franklin Common Council upon the application of John Spitz, Fox Glen Corporate Centre, LLC Applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| ORD 2024-2643
AMEND THE UNIFIED
DEVELOPMENT
ORDINANCE
PLANNED | G.2.A. Alderman Peccarelli moved to adopt Ordinance No. 2024-2643, AN ORDINANCE TO AMEND SECTION 15-3.0434 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 29 (WELLNESS CENTER – MARK E. CARSTENSEN INC.) TO ALLOW EDUCATIONAL SERVICES AS A PERMITTED USE AND TO ALLOW A BUILDING ADDITION |

DEVELOPMENT
DISTRICT

AND SITE CHANGES (ISLAMIC SOCIETY OF MILWAUKEE, APPLICANT) (ISLAMIC FOUNDATION OF GREATER MILWAUKEE, PROPERTY OWNER) (8910 S. 102nd STREET). Seconded by Alderman Hasan. All voted Aye; motion carried.

ACQUISITION OF
ARMORED RESCUE
VEHICLE FOR THE
FRANKLIN POLICE
DEPARTMENT

G.3. Alderwoman Eichmann moved to approve the acquisition of an armored rescue vehicle for the Franklin Police Department via the LESO program. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried

APPOINT MR. GLEN
BEARDSLEY AS
INTERIM SEWER AND
WATER
SUPERINTENDENT

G.4. Alderman Barber moved to approve the appointment of Mr. Glen Beardsley as Interim Sewer & Water Superintendent with an interim salary of \$85,000 annually and authorize the payout of accrued compensatory time at the current Operator wage. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried

IMMUNIZATION
COVID SUPPLEMENT
3 GRAND PERIOD
EXTENSION

G.5. Alderman Hasan moved to approve the acceptance of the 2024-2025 Immunization COVID Supplement 3 Grant. Seconded by Alderman Barber. All voted Aye; motion carried.

2024 DIVISION OF
PUBLIC HEALTH
CONSOLIDATED
CONTRACTS

G.6. Alderwoman Day moved to approve the acceptance of the 2024-2025 Division of Public Health Consolidated Contract Grants for the Franklin Health Department. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8214
ISSUE CHANGE
ORDER NO.3 TO
DORNER, INC

G.7. Alderwoman Eichmann moved to approve Resolution No. 2024-8214, A RESOLUTION TO ISSUE CHANGE ORDER NO. 3 TO DORNER, INC. FOR THE WATER TRANSMISSION MAIN (CONTRACT A) ALONG S. LOVERS LANE TO REDUCE TOTAL PROJECTS COSTS BY \$64,231. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2024-2644
AMEND BUDGET IT
NON-PERSONNEL
SERVICES

G.8. Alderman Barber moved to adopt Ordinance No. 2024-2644, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO RE-APPROPRIATE FUNDS FROM IT DATA PROCESSING SERVICES TO OTHER IT NON-PERSONNEL SERVICES. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried

RES. 2024-8215
RESCIND
ACCEPTANCE OF A
STORM WATERS
FACILITIES

G.9. Alderwoman Eichmann moved to adopt Resolution No. 2024-8215 , A RESOLUTION TO RESCIND RESOLUTION NO. 2024-8120, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND EASEMENTS FOR SANITARY SEWER, STORM WATER MANAGEMENT

MAINTENANCE
AGREEMENT

ACCESS, AND WATER MAIN AT 9410 S. 76TH STREET AND 7520 W. RYAN ROAD (TKNS 884-9997-000 & 884-9998-000), AND TO REPLACE IT WITH A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND EASEMENTS FOR SANITARY SEWER, STORM WATER MANAGEMENT ACCESS, AND WATER MAIN AT 9410 S. 76TH STREET AND 7520 W. RYAN ROAD (TKNS 884-9001-000, 884-9002-000 & 884-9003-000). Seconded by Alderman Hasan. All voted Aye; motion carried.

Mayor Nelson called a recess at 8:27 p.m.

Mayor Nelson reconvened at 8:33 p.m.

APPROVAL OF 2025
EMPLOYEE BENEFIT-
RELATED
COVERAGES

- G.10. Alderwoman Eichmann moved to approve the 2025 employee benefit insurance renewals as outlined, including health, dental, life, long-term disability, and Nice Healthcare plan adjustments. Authorize the Director of Administration to finalize contracts and implement necessary updates to the Employee Handbook. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8216
SURPLUS ENERGY
PURCHASE
AGREEMENT

- G.11. Alderman Barber moved to adopt Resolution No. 2024-8216 , A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SURPLUS ENERGY PURCHASE AGREEMENT WITH WISCONSIN ELECTRIC POWER COMPANY FOR THE FRANKLIN LIBRARY BUILDING FACILITIES, AND ANOTHER ONE FOR THE FRANKLIN FIRE DEPARTMENT BUILDING FACILITIES IN FURTHERANCE OF THE MASTER ENERGY SERVICES AGREEMENT AND THE PERFORMANCE CONTRACT PREVIOUSLY ENTERED INTO WITH JOHNSON CONTROLS, INC., TO IMPLEMENT ENERGY EFFICIENCY, SAFETY, SECURITY AND RENEWABLE ENERGY MEASURES AT VARIOUS CITY BUILDINGS AND INFRASTRUCTURE. Seconded by Alderman Hasan. On a roll call, Alderman Craig, Alderman Barber, Alderwoman Day, Alderman Hasan and Alderwoman Eichmann voted Aye, Alderman Peccarelli abstained. Motion carried. (5-0-0-1)

CHANGES TO THE
2025 MAYOR'S
RECOMMENDED
BUDGET

- G.12. Alderwoman Eichmann moved to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2025 City of Franklin, WI Budget for the Public Hearing scheduled for November 12, 2024. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION

- G.13. Alderwoman Eichmann moved to enter closed session at 8:48 pm pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the

CITY OF FRANKLIN
V. BPC MASTER
DEVELOPER, LLC
AND MICHAEL
ZIMMERMAN

Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v BPC Master Developer, LLC and Michael Zimmerman*, Milwaukee County Circuit Court Case No. 24-CV-7479 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 Barber. On roll call, Alderman Craig, Alderman Barber, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye, Alderwoman Day voted No, motion carried. (5-1-0)

Upon reentering open session at 9:38 pm; Alderman Barber motioned to direct staff to proceed as discussed in closed session. Seconded by Alderman Peccarelli. On roll call, all voted Aye. Motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of October 15, 2024:

Grant 2024-25 New Operator License to Jennifer Gjerseeth, Emanuel Hernandez, & Lisandra Rodriguez; and
Grant Temporary Class “B” Beer 7 Temporary “Class B” Wine to St Martin of Tours Church-Fall Harvest Fest, Jennifer Drzewiecki, 7963 S 116th St, 11/9/24.

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

VOUCHERS AND
PAYROLL

I. Alderman Hasan moved to approve City vouchers with an ending date of October 10, 2024, in the amount of \$2,009,210.41, and payroll dated October 4, 2024 in the amount of \$515,215.72 and payments of the various payroll deductions in the amount of \$285,169.20 plus City matching payments, and estimated payroll dated October 18, 2024 in the amount of \$500,000 and payments of the various payroll deductions in the amount of \$525,000, plus City matching payments, and estimated payroll dated November 1, 2024 in the amount of \$465,000 and payments of the various payroll deductions in the amount of \$260,000 plus City matching payments. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 9:57 p.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/06/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SIXTEEN UNIT SUPPORTIVE HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND COMMUNITY HUB FACILITY, UPON PROPERTY LOCATED AT 0 S 31ST ST, TKN 761 9992 002 (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNER)	ITEM NUMBER D. 1. Ald. Dist. 3

At the October 17, 2024 regular meeting, following a public hearing, the Plan Commission carried a motion to recommend approval of this application for a Special Use to allow for the development of a sixteen-unit supportive housing development, resident community center, and community Hub facility upon property located at 0 S. 31st Street, zoned B-4 S. 27th St. Mixed Use Commercial District.

At that same meeting, the Plan Commission adopted a motion to recommend approval of a related Comprehensive Master Plan Amendment (CMP) and Rezoning for three additional lots to the south of this property. These items are scheduled for the December 3, 2024 Common Council meeting, to allow for the required notice period for the CMP amendment.

This Special Use application is being presented today, separately from the other applications to accommodate the applicant's development schedule. Proposed phasing is as follows:

Lot	Phase	Address & TKN	Dev.	Acreage	App.(s)	Zoning
A	1	0 S 31ST ST 761 9992 002	Care Homes & Services	18.4	SU	B-4 S. 27th St. Mixed Use
B	2	0 S 31ST ST 761 9994 005	Apartments	10.3	CMPa, RZ	R-6 and OL-1
C	3	0 S 35TH ST 761 9997 003	Townhome duplex	8.4	CMPa, RZ	R-6 and OL-1
D	3	7521 S. 31st St. 786 9981 004	Duplex	5.7	CMPa, RZ	R-6 and OL-1
			Total	42.9		



The item was initially presented at the August 22, 2024 Plan Commission meeting. During the Public Hearing, residents and Commissioners shared concerns and requests for additional information that resulted in the application being tabled. Plan Commission materials for this item for the Special Use are provided here with staff reports from both meetings. The October 22 staff report primarily focuses on responses to these comments.

For Phase One, the Special Use application before the Common Council today, the applicants are proposing four (4) four-unit residence buildings, for a final total of sixteen dwelling units. The gross density of this proposed multifamily development is 0.86 units per acre (16 unit / 18.5 acres = 0.86), well within the allowable density of the R-8 district of 8 units per acre, and in fact less than the nearby single-family neighborhood, which has a gross density of approximately 2.5 units per acre (16 unit / 6.25 acres = 2.5).

Elements of the Centre at Crocus Community Center, and proposed uses for the Hub facility are generally Permitted uses in B-4 zoning. The Community Center will include offices, medical and home health care services, vocational schools, physical fitness and dance studios, and other recreational uses. Staff recommends that this Special Use approval allow for the additional primary uses typically allowed in the B-4 district that are related to healthcare, offices and nonprofit organizations, and physical fitness facilities in the Hub Building.

In general, this lot has enough developable area to accommodate the applicants proposed design and density, even taking into account natural resources and other restrictions on the site. Approval of a Site Plan application will be required prior to construction.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2024-_____, imposing conditions and restrictions for the approval of a Special Use to allow for the development of a sixteen-unit supportive housing development, resident community center, and community Hub facility upon property located at 0 S. 31st Street, zoned B-4 S. 27th St. Mixed Use Commercial District (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNER)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 08-15-24]

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SIXTEEN UNIT SUPPORTIVE HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND COMMUNITY HUB FACILITY, UPON PROPERTY LOCATED AT 0 S 31ST ST, TKN 761 9992 002 (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNER)

WHEREAS, Amy Hansel, Communities of Crocus having petitioned the City of Franklin for the approval of a Special Use to allow for the development of a sixteen unit supportive housing development, resident community center, and community Hub facility upon property located at 0 S. 31st Street, zoned B-4 S. 27th St. Mixed Use Commercial District. The property which is the subject of the application bears Tax Key No. 761 9992 002 and is more particularly described as follows:

Lot 1 of certified survey map no. 7905 recorded in the office of the register of deeds for Milwaukee County, Wisconsin on April 11, 2007 as document no. 9415687, said certified survey map being a part of the southwest 1/4 and the southeast 1/4 of the Northeast 1/4 of section 12, township 5 north, range 21 east, in the city of Franklin, Milwaukee County, Wisconsin.; 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 22nd day of August, 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 they will not have an undue adverse impact upon adjoining property; that they will not interfere with the development of neighboring property; that they will be served adequately by essential public facilities and services; that they will not cause undue traffic congestion; and that they 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, meet 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 Amy Hansel, Communities of Crocus,

for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Amy Hansel, Communities of Crocus, successors and assigns, for a sixteen-unit supportive housing development, resident community center, and community Hub facility, pursuant to those plans City file-stamped August 12, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. Amy Hansel, Communities of Crocus, 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 Amy Hansel, Communities of Crocus, sixteen-unit supportive housing development, resident community center, and community Hub facility Special Use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the Amy Hansel, Communities of Crocus sixteen-unit supportive housing development, resident community center, and community Hub facility Special Use for the property located at 0 S 31st Street TKN 761 9992 002: (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 applicants shall obtain approval of a site plan for full development of this lot.

BE IT FURTHER RESOLVED, that in the event Amy Hansel, Communities of Crocus, 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.

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 _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION



Meeting of August 22, 2024

CMP Amendment, Rezoning, Special Use

RECOMMENDATION: Staff recommends approval of the applications for Comprehensive Master Plan Amendment, Rezoning, and Special Use. Recommended Conditions of Approval are provided in the draft Resolution(s).

Project Name:	Communities of Crocus
Property Owner:	Northwestern Mutual Life Insurance
Applicant:	Amy Hansel, Communities of Crocus
Property Address/Tax Key Number:	7521 S. 31 st St. / 786 9981 004; and 0 S 35TH ST / 761 9997 003; and 0 S 31ST ST / 761 9994 005; and 0 S 31ST ST / 761 9992 002
Aldermanic District:	District 3
Agent:	Kevin Allenbach, RA, HGA Architects
Zoning District:	7521 S. 31 st St. / 786 9981 004: R-6 and OL-1 0 S 35TH ST / 761 9997 003: R-6 and OL-1 0 S 31ST ST / 761 9994 005: R-6 and OL-1 0 S 31ST ST / 761 9992 002: B-4 S. 27 th St. MU Commercial FW on all lots
Use of Surrounding Properties:	R-6 (North and West) R-6 and OL-1 (South) B-4 S. 27 th St. MU Commercial (East) BP Business Park and OL-1
Application Request:	CMP Amendment, Rezoning and Special Use
Staff Planner:	Marion Ecks, AICP

APPLICATION DESCRIPTION

The applicant, Communities of Crocus, is seeking approval of a multifamily residential development with supportive services for adults with autism and similar Intellectual Developmental Disabilities (IDDs) and their families. The proposed development includes supportive housing for individuals with IDD, buildings with services for residents, and standard housing for their families. Other buildings will include office spaces and community education and recreation facilities.

The applications before the Commission today are requests for a Special Use to allow for development of residential facilities and a community building on the north-most lot of the

development. Comprehensive Master Plan Amendment and Rezoning are required so that all lots are zoned B-4 Mixed Use Commercial. The applications include conceptual site plans; future development will require site plan approval. The proposed development will occur over multiple phases, which are described in the applicants submittals.

Lot	Phase	Address & TKN	Dev.	Acreage	App.(s)	Zoning
A	1	0 S 31ST ST 761 9992 002	Care Homes & Services	18.4	SU	B-4 S. 27th St. Mixed Use
B	2	0 S 31ST ST 761 9994 005	Apartments	10.3	CMPa, RZ	R-6 and OL-1
C	3	0 S 35TH ST 761 9997 003	Townhome duplex	8.4	CMPa, RZ	R-6 and OL-1
D	3	7521 S. 31st St. 786 9981 004	Duplex	5.7	CMPa, RZ	R-6 and OL-1
			Total	42.9		



These lots are currently owned by Northwestern Mutual Life Insurance, and do not have buildings on them. There are a variety of natural resources including a tributary of the Root River, floodplain, woodland, and wetlands. In addition, lots A, B, and C contain constructed wetlands which were installed as part of a project with the Milwaukee Metropolitan Sewerage District (MMSD) to increase stormwater capture in the area. Lots A, B, and C have frontage on both 31st and 35th Streets, but access to 35th Street is limited by the presence of a stream.

The project is located on lands west of NWML and the Statesmen multifamily development, as well as the Master Halco ladder company. To the north and west single-family residential neighborhoods, as well as vacant land. The lots contain a significant natural resource buffer on their western side, as the presence of floodplain

limits developable area. The applicants are not proposing any impacts to floodplain for this development.

The surrounding area has a Future Land Uses of Mixed Use to the north and east, which

includes residential, commercial, and institutional uses. To the south of the development are single family homes with a future land use designation of Office. To the west are single family homes with residential future land use, and vacant land that is designated recreational. All areas include natural resource future land use. (See Locator Maps)

PROJECT ANALYSIS

Approval of the full development requires a Comprehensive Master Plan Amendment, Rezoning, Special Use permits and Site Plan. The applicant is currently seeking approval for a Special Use for lot A, and CMP Amendment and Rezoning on the remaining lots. City Development staff has the following comments and concerns about this proposal. Detailed comments to the applicant are provided in the Staff Comments memo attached.

Special Use

Phase one of the project is the core mission of this development: housing and community facilities for adults with IDD. Subsequent phases will include additional housing for adults with IDD, amenities, and housing for families and caregivers of residents in supportive housing. The applicants have provided detailed information on their work and vision with their application submittal.

This property is already zoned B-4 South 27th Street Mixed Use district, which allows for multifamily development under the same standards as the R-8 Multifamily zoning district. Special Use approval is required by the zoning for all such developments. Mixed use developments typically combine residential development with other use types such as retail or offices

For Phase One, the applicants are proposing four (4) four-unit residence buildings, for a final total of sixteen dwelling units. The gross density of this proposed multifamily development is 0.86 units per acre (16 unit / 18.5 acres = 0.86), well within the allowable density of the R-8 district of 8 units per acre, and in fact less than the nearby single-family neighborhood, which has a gross density of approximately 2.5 units per acre (16 unit / 6.25 acres = 2.5)

Elements of the Centre at Crocus community center, and proposed uses for the Hub facility are generally Permitted uses in B-4 zoning. The Centre will include medical offices, home health care services, vocational schools, physical fitness and dance studios, and other recreational uses. Staff recommends that this Special Use approval allow for the additional primary uses typically allowed in the B-4 district that are related to healthcare, offices and nonprofit organizations, and physical fitness facilities in the Hub Building.

Subsequent phases will require separate zoning approval.

Comprehensive Master Plan Amendment and Rezoning

The City of Franklin 2025 Comprehensive Master Plan designates the properties to be rezoned as "Office" with areas of "Natural Resources". The Natural Resource designation is not

intended to preclude development, but to note the presence and importance of natural resources on the property. The property may be developed according to the standards of adjoining Future Land Uses with consideration to UDO natural resource protection standards. The Office designation only permits office uses. In order to revise the zoning at this location, the Comprehensive Master Plan must also be updated to allow for housing. There are properties immediately adjacent to these lands that have Mixed Use future land use; Planning recommends that these lots also receive the same designation, to allow for rezoning to B-4 Mixed Use.

The choice to change the zoning of any property is a key decision point for the community. These properties are currently zoned R-6 Suburban Single-Family Residence District and OL-1 Office Overlay District, which do not allow for multifamily development, or community housing. Many of the services proposed for Lot A would be allowed, but mixed-use development is not permitted under this district, and thus a rezoning of these properties is necessary to allow for the development.

Franklin has relatively limited area zoned for multi-family development, and recently opted to rezone a comparable acreage from R-8 Multifamily to M-1 Industrial to allow for business development. As the recent Housing Report notes, with the current rate of development, Franklin currently has a low vacancy rate, and will have a housing shortfall by 2040. This proposal offers an opportunity to increase housing opportunity and provide options for families with children with IDD to stay in Franklin over the long term.

Site Plan

The applicants must submit a Site Plan application for Plan Commission approval of final project designs for Phase One. The Site Plan will have to comply with the terms of the Special Use approval and comply with the dimensional requirements of B-4 zoning. Subsequent phases will require separate approval.

Recommendation

All resolutions are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff recommends the following additional conditions based on review of these applications for compliance with the Unified Development Ordinance:

CMP Amendment: None.

Rezoning: None. *This request is the key decision point for the proposed development. Rezoning applications must comply with the standards of the Comprehensive Master Plan and Zoning Ordinance*

Special Use:

- Approval of a Site Plan and provision of cross access, conservation, and landscape bufferyard easements at the time of a this review.

Staff recommends approval of the applications, subject to conditions in the draft legislative documents.

Exhibits:

- Zoning Information District Standards Handout – B-4 Mixed Use Commercial
- Applicant Exhibits



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION



Meeting of October 17, 2024

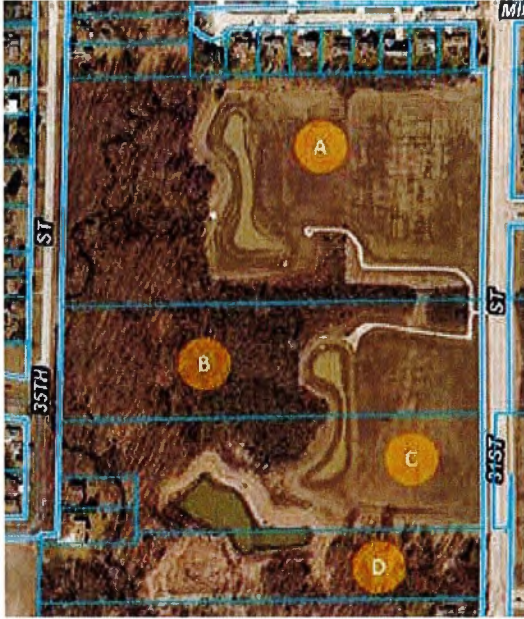
CMP Amendment, Rezoning, Special Use

RECOMMENDATION: Staff recommends approval of the applications for Comprehensive Master Plan Amendment, Rezoning, and Special Use. Recommended Conditions of Approval are provided in the draft Resolution(s).

Project Name:	Communities of Crocus
Property Owner:	Northwestern Mutual Life Insurance
Applicant:	Amy Hansel, Communities of Crocus
Property Address/Tax Key Number:	7521 S. 31 st St. / 786 9981 004; and 0 S 35TH ST / 761 9997 003; and 0 S 31ST ST / 761 9994 005; and 0 S 31ST ST / 761 9992 002
Aldermanic District:	District 3
Agent:	Kevin Allenbach, RA, HGA Architects
Zoning District:	7521 S. 31 st St. / 786 9981 004: R-6 and OL-1 0 S 35TH ST / 761 9997 003: R-6 and OL-1 0 S 31ST ST / 761 9994 005: R-6 and OL-1 0 S 31ST ST / 761 9992 002: B-4 S. 27 th St. MU Commercial FW on all lots
Use of Surrounding Properties:	R-6 (North and West) R-6 and OL-1 (South) B-4 S. 27 th St. MU Commercial (East) BP Business Park and OL-1
Application Request:	CMP Amendment, Rezoning and Special Use
Staff Planner:	Marion Ecks, AICP

APPLICATION BACKGROUND

The applicant, Communities of Crocus, is seeking approval of a multifamily residential development with supportive services for adults with autism and similar Intellectual Developmental Disabilities (IDDs) and their families. The proposed development includes supportive housing for individuals with IDD, and buildings with services for residents. Other buildings will include office spaces and community education and recreation facilities. Future phases will include additional supportive housing and community facilities, as well as standard housing for families.



The applications before the Commission today are for a Special Use to allow for development of residential facilities and a community building on the north-most lot of the development, and a Comprehensive Master Plan (CMP) Amendment and Rezoning so that all lots are zoned B-4 Mixed Use Commercial. The applications include conceptual site plans; future development will require Site Plan approval. The proposed development will occur over multiple phases, which are described in the applicant's prior Plan Commission packet.

Lot	Phase	Address & TKN	Dev.	Acreage	App.(s)	Zoning
A	1	0 S 31ST ST 761 9992 002	Care Homes & Services	18.4	SU	B-4 S. 27th St. Mixed Use
B	2	0 S 31ST ST 761 9994 005	Apartments	10.3	CMPa, RZ	R-6 and OL-1
C	3	0 S 35TH ST 761 9997 003	Townhome duplex	8.4	CMPa, RZ	R-6 and OL-1
D	3	7521 S. 31st St. 786 9981 004	Duplex	5.7	CMPa, RZ	R-6 and OL-1
			Total	42.9		

This application was presented to Plan Commission on August 22, 2024, and public hearings were held at the meeting for the Special Use and Rezoning. A public hearing is required for the Comprehensive Master Plan Amendment; this hearing will be scheduled after the Plan Commission makes a recommendation on the application.

PUBLIC AND COMMISSIONER COMMENTS

At the August meeting, members of the community provided comment during the public hearings. They expressed concerns about the project which generally fell into several categories: possible impacts to natural resources and the floodplain, the movement and storage of water (stormwater designs) on the property, and the safety of the autistic adults in residence. Commissioners shared their concerns about the natural resources including the presence of environmental corridor on the lots, as well as the location of easements, that might limit developable area.

The items were tabled as a result, so that staff and the applicant could prepare additional information regarding natural resources, stormwater, and general design of the development.

PROJECT ANALYSIS

Approval of the full development will require a Comprehensive Master Plan Amendment, Rezoning, Special Use permits and Site Plan. The applicant is currently seeking approval for a Special Use for lot A, and CMP Amendment and Rezoning on the remaining lots. City Development staff provided an analysis of the applications and comments at the previous meeting. The packet for that meeting is available on the City of Franklin Website: <https://www.franklinwi.gov/Departments/Elected-Officials/Boards-Comissions/Plan-Commission.htm>

To address resident and Commissioner concerns, the applicant has provided the attached supplementary submittal. Planning has the following responses to the discussion:

Easements – Planning staff provided the applicants with copies of easements on the lots, which have been incorporated into their supplementary exhibits, including the boundaries of the limited-term conservation easement protecting the constructed wetlands on the properties.

Environmental Corridor and natural resource features-The site includes an area identified by the Southeast Wisconsin Regional Plan Commission (SEWRPC) as Secondary Environmental Corridor. The areas with designation contain natural resources such as woodland, wetlands, and other water resources including FEMA flood hazard areas. These features are located on the western portion of the lot, adjacent to 35th street. There are also artificial and naturally occurring wetlands, which have been delineated by wetland experts. The applicant has provided exhibits depicting the location of these features.

The UDO obliges residents and developers to protect natural resources and has strict requirements that limit the degree to which they may be impacted. Any request to impact a water resource, or to remove significant areas of woodland, will necessitate a Natural Resource Special Exception (NRSE) which is a variance that requires Common Council approval. Floodplain impacts require an analysis to demonstrate that the impacts will not raise flood elevations elsewhere along the floodplain.

Developers must also protect the natural resources via conservation easements. These easements are required as part of the approval of a Site Plan (a necessary future application for this development), an NRSE, or with a plat.

Stormwater – The applicant has provided a supplemental stormwater concept for Commission consideration. Planning and engineering reviewed the draft concept on September 18, 2024, and the Engineering department offers the following comment:

On September 18, GRAEF (on behalf of the City's Engineering Department) met with the applicants engineer to discuss the project. The exhibits submitted, for use at the Plan Commission meeting, generally coincide with the direction provided at the September 18th

meeting and generally demonstrates that the site will be able to comply with the City's stormwater requirements.

The applicant has also contacted the Milwaukee Metropolitan Sewer District who is the regional authority for stormwater facilities and has provided information about that meeting.

Fully engineered stormwater designs are an element of a Site Plan, which is typically the trigger for the developers to apply to the Engineering department for their review and approval. It would be premature, punitive, and prohibitively costly to produce fully engineered development plans at this stage in the project, when it is not certain that the proposal will receive approvals, and future phases are only conceptual. Requiring them now is outside the scope of the application requests before the Commission.

Owner notification - There were also questions about notification of the owners of the development lots. All City of Franklin Planning applications require signature by the property owner or a representative. All applications were signed by the Director of Asset Management at Northwestern Mutual Real Estate, Bryan Konyn. Copies of the signed applications were included in the August 22 Plan Commission Packet.

Fair Housing – Some neighbors have expressed concerns about the safety of residents with IDD's living in proximity to wetlands or other natural resources. With regard to the type of facility, or status of the residents, it is illegal to discriminate on the basis of disability, age, or other protected classes, and no party can use these categories in evaluating housing uses or making housing policy. Commissioners and the public may refer to WI Department of Administration guidance on the subject here: <https://doa.wi.gov/Pages/LocalGovtsGrants/Fair-Housing.aspx> or the US Department of Housing and Urban Development here: https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview#Who_Is_Protected? While neighborhood concerns may be well-meaning, they run afoul of these protections.

Further, there are licenses and other qualifications that supportive housing facilities must meet that are not part of the land use review of the development, and are regulated by State and local agencies with the appropriate expertise to evaluate them.

Approval process and Future Applications

The key decision points and scope of discussion for Plan Commission fall under their powers to make recommendations and decisions regarding land use in the City of Franklin. The applicant is currently seeking approval for a Special Use for lot A, and CMP Amendment and Rezoning on the remaining lots. For these applications, the Commission should consider whether the project conforms to the allowable density and use categories for lots with B-4 zoning or require mitigating conditions, and whether the allowable future land use for lots to be rezoned aligns with the community's goals for the uses, density, and overall development of the City.

The applicants must submit a Site Plan application for approval of final project designs for Phase

One. The Site Plan will have to comply with the terms of the Special Use, and comply with the dimensional requirements of B-4 zoning. Subsequent phases will require separate review and approval. If the CMP Amendment and Rezoning are approved, future development on the three southern lots (Phases 2 and 3) will also require review and approval of a Special Use for the density and other site features, and a Site Plan for the design of the development.

As a point of information, in addition to Planning review of applications, all development in the City must undergo several stages of review by many departments. Engineering evaluates the capacity and functioning of site infrastructure such as stormwater and facilities like public water and sewer, as well as aspects of the development process such as grading plans. Inspection Services enforces the Building Code and reviews building permits for all residential and commercial development, including features like the plumbing of stormwater, location and height of fences etc. As noted earlier, other government agencies also have review over aspects of development, and these requirements must be met for the development to proceed.

Recommendation

All resolutions are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff recommends the following additional conditions based on review of these applications for compliance with the Unified Development Ordinance:

CMP Amendment: None

Rezoning: None. *This request is the key decision point for the proposed development. Rezoning applications must comply with the standards of the Comprehensive Master Plan and Zoning Ordinance.*

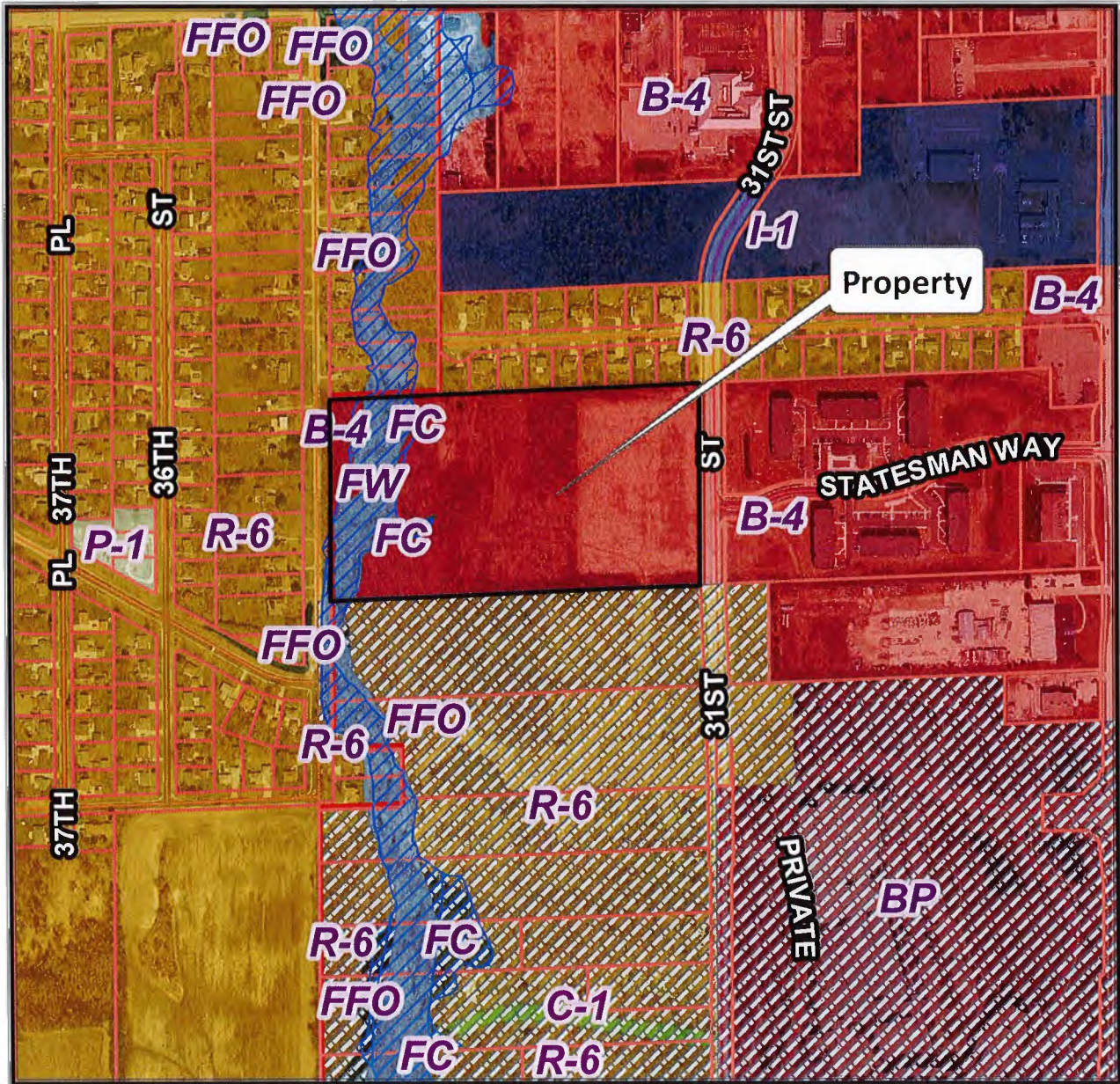
Special Use: Approval of a Site Plan and provision of cross access, conservation, and landscape bufferyard easements at the time of review.

Staff recommends approval of the applications, subject to conditions in the draft legislative documents

Exhibits:

- Applicant Exhibits

TKN: 761 9992 002



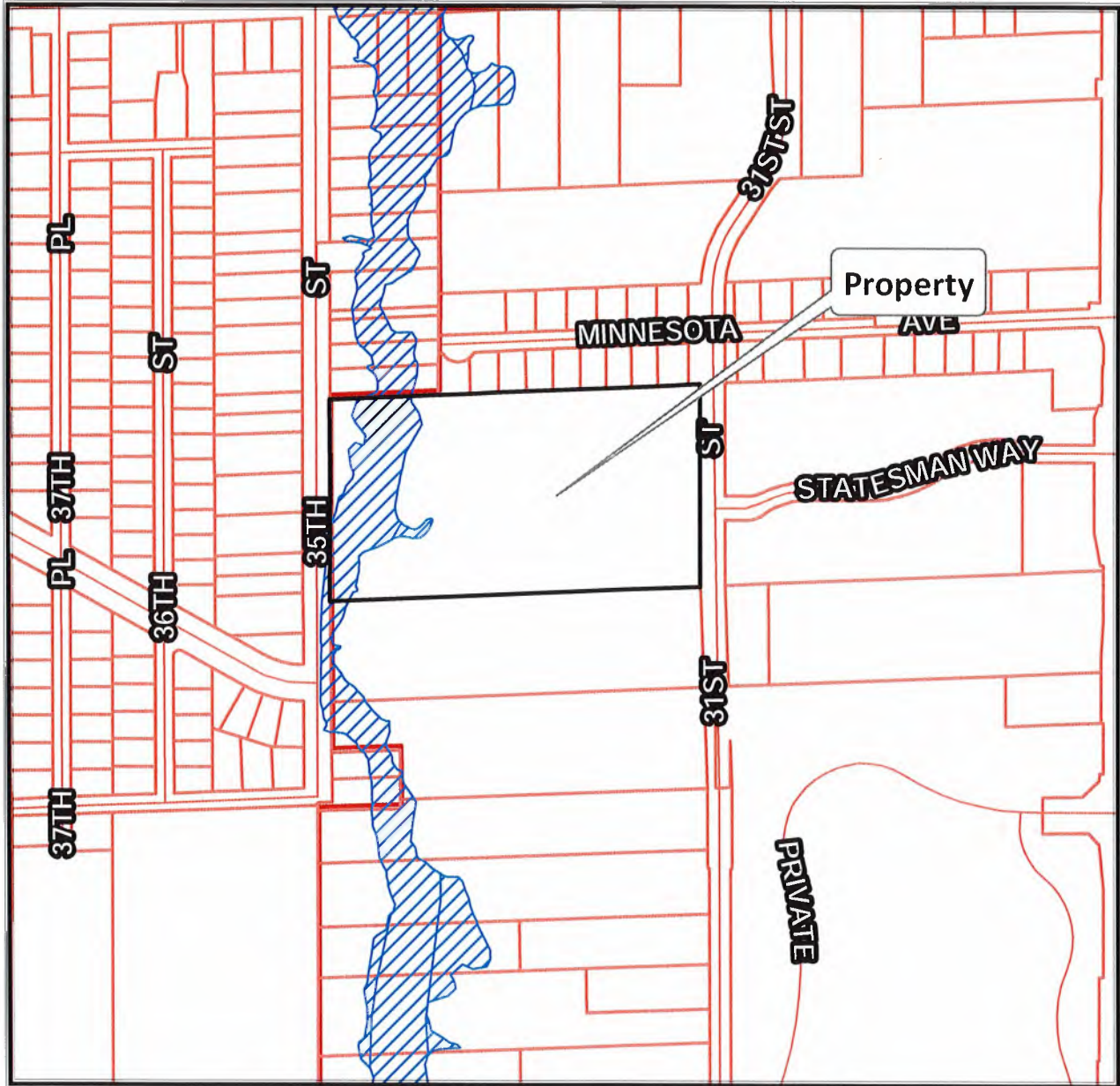
Planning Department
(414) 425-4024

0 312.5 625 1,250 Feet

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


NORTH
2021 Aerial Photo

TKN: 761 9992 002



Planning Department
(414) 425-4024

0 312.5 625 1,250 Feet

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



2021 Aerial Photo



Date: July 25, 2024
To: Amy Hansel, Communities of Crocus
From: Department of City Development. Marion Ecks, AICP, Principal Planner.
RE: Staff Comments, CMP Amendment, Rezoning and Special Use
7521 S. 31st St. / 786 9981 004; and
0 S 35TH ST / 761 9997 003; and
0 S 31ST ST / 761 9994 005; and
0 S 31ST ST / 761 9992 002

Please be advised that city staff has reviewed the above application received on June 12, 2024, for a proposed CMP Amendment, Rezoning and Special Use to allow for development on lots located on S. 31st St. The following comments are for your review and consideration.

Note: HGA Architects Responses are in RED below comments – where responses are required.

The current zoning of the sites are:

- 7521 S. 31st St. / 786 9981 004: R-6 and OL-1
- 0 S 35TH ST / 761 9997 003: R-6 and OL-1
- 0 S 31ST ST / 761 9994 005: R-6 and OL-1
- 0 S 31ST ST / 761 9992 002: B-4 S. 27th St. MU Commercial
- FW on all lots

CMP Amendment & Rezoning:

1. The City of Franklin 2025 Comprehensive Master Plan designates the property with TKN 761 9992 002 as "Mixed Use" with areas of "Natural Resources". This lot does not require an Comprehensive Master Plan (CMP) amendment or rezoning for the proposed development.
2. The City of Franklin 2025 Comprehensive Master Plan designates the properties with TKN 761 9994 005, 761 9997 003, and 786 9981 004 as "Office" with areas of "Natural Resources". This narrowly-tailored land use limits the utility of the area while not offering opportunities for less-intense mixed or residential uses. Office uses are allowed in all commercial zoning districts including B-4 S. 27th St. MU Commercial.
3. The lots meet the dimensional requirements of their proposed zoning. Staff suggests that the lots should be combined in future as the B-4 district encourages this and it would eliminate sideyards, however it is not required at this time.
HGA Note: The owner is considering this and will likely submit to combine the lots in the future.
4. Landscape bufferyards are required on property lines adjacent to parcels with different zoning. They must be recorded by separate document subject to Common Council

approval; the template for this is attached. These easements will be required at the time of a Site Plan.

HGA Note: We will submit the Landscape Bufferyard Easement application with the Site Plan submittal.

5. Conservation Easements will be required for natural resources to be protected, and must be depicted on future Site Plans. The template for this is attached. These easements will be required at the time of a Site Plan.

HGA Note: We will submit the Conservation Easement applications with the Site Plan submittal.

6. Cross access easements must be provided between all development lots. These may be privately recorded. These easements will be required at the time of a Site Plan.

7. HGA Note: We will submit the Cross Access Easement applications with the Site Plan submittal.

Site Plan Concept

8. Full site plan review will be required at the time of development. Please let staff know if you have questions about any specific aspect of the Site Plan approval process. General review standards may be found in UDO Division 15-7.0100. Staff does not have additional comments on the proposed concept.
9. Note that this property is located in the South 27th Street Design Overlay District.

Special Use: Residential development in B-4 zoning requires Special Use approval (Section 15-3.0304 and Special Use Table 15-3.0603.). The current Special Use request is for the lot with TKN 761 9992 002

10. Please clarify which lots are subject to the application for Special Use approval. Legal Description provided is just for TKN 761 9992 002 (the northern lot) but the application form indicates all lots.

HGA Response: The Special Use approval is being requested for the northern lot only, TKN 761-9992-002.

11. The applicant has provided responses to General Standards for Special Uses; staff does not have any specific comments on the responses.

12. Standards for development to mitigate impacts to neighboring zoning such as bufferyards and lighting controls will apply at the time of Site Plan review.

HGA Response: we will follow all City of Franklin requirements and will work hard to mitigate impacts to the neighboring properties.

13. Proposed gross density for all proposed developments is well within UDO requirements under the R-8 multifamily residential standards. Net density requirements will be evaluated at the time of Site Plan review. Do you anticipate net density to exceed 8 units per acre for any portion of the development?

HGA Response: No, we do not anticipate net density to exceed 8 units per acre for any portion of the development.

Wetlands and other environmental features: This development site contains a branch of the Root River, floodplain, a wetland complex, as well as woodlands.

14. A Natural Resource Protection Plan will be required for any land division or change to property lines, or for any Site Plan.

HGA Response: we will submit the Natural Resource Protection Plan with our Site Plan.

15. Note that any impacts to wetland and their buffer and setbacks must be restored. Impacts to natural resources beyond the standards of UDO Part 4 will require a Natural Resource Special Exception (NRSE).

HGA Response: Understood and we will comply.

Engineering Department Comments:

Separate Engineering plan submission is required for review and approval.

HGA Response: Understood and we will comply.

Fire Department Comments: Rezoning

The Fire Department is supportive of this project. However, the cumulative effect of this and several other residential developments will pose a significant challenge in maintaining industry standard emergency response times to fire and medical emergencies throughout the City, without an increase in Firefighter/Paramedic staffing.

Recommended Conditions of Approval

Note that all resolutions are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff may recommend additional conditions based on review of these applications for compliance with the Unified Development Ordinance.

Attachments:

1. Conservation Easement Template
2. Buffferyard Easement Template

Communities of Crocus

7521 South 31st Street (Parcels 761-9992-002; 761-9994-005, 761-9997-003; 786-9981-004)

Project Narrative for City of Franklin

Submitted with Comprehensive Master Plan Amendment / Rezoning / Special Use Applications

Prepared by HGA Architects (HGA Inc.)

Updated August 12, 2024

Narrative Introduction

This narrative is to provide details and support the following Communities of Crocus Applications:

Special Use Application.

The project is submitting a Special Use Application to provide information on the Care Homes and Centre building, which require a Special Use Permit per City of Franklin Section 15-3.0304 and Special Use Table 15-3.0603. This Special Use Application is for the northern parcel, TKN: 761-992-002.

Comprehensive Master Plan Amendment Application.

This project is submitting a Comprehensive Master Plan Amendment Application to modify/amend the current Comprehensive Master Plan that was previously approved for this site.

Rezoning Application.

The project is submitting a Rezoning Application to reclassify the three (3) southern parcels on the site (761-9994-005 is zoned R-6 with OL-1; 761-9997-003 is zoned R-6 with OL-1; 786-9981-004 is zoned R-6 with OL-1), to a B-4 Zoning. The northern parcel (761-9992-002) is currently zoned B-4, so the reclassification of the southern parcels to B-4 would give the B-4 zoning classification to all of the parcels.

The narrative has the following sections:

- I. Site
- II. Owner Information
- III. Proposed Use of Site
- IV. Buildings Proposed for Site
- V. Project Phasing
- VI. Site Considerations

I. Site.

The site is located at 7521 South 31st Street in the City of Franklin. The property stretches between South 31st and South 35th Street, just south of West Minnesota Avenue, and contains the following four (4) parcels (starting with the northern most parcel and moving south) that total approximately 45 acres:

761-9992-002 is zoned B-4

761-9994-005 is zoned R-6 with OL-1

761-9997-003 is zoned R-6 with OL-1

786-9981-004 is zoned R-6 with OL-1

The Root River traverses through the western portion of the site near 35th Street and much of the property (about 2/3 of the site) is wetlands and heavily treed woodlands. There is a pond that straddles the southern parcels and two detention ponds that were constructed by MMSD in 2019 to help mitigate and control rainwater run-off across the property headed to the Root River at the western edge of the property. The eastern 1/3 (approximately 12- 13 acres) is gently sloping

(east to west) farm fields and that is where the proposed development will take place. There are no planned structures, roads, or infrastructure proposed in the wetlands or woodlands on the bottom 2/3 of the site. Communities of Crocus has a Purchase Agreement to buy the property from current owner, Northwestern Mutual

II. Owner Information.

Communities of Crocus (CoC) is a nonprofit (501)(c)(3) started by Amy Hansel and Emily (Trevor) Peters. Both are parents of children on the autism spectrum and/or with Down Syndrome. The mission of Communities of Crocus is to create supportive homes of choice for adults (18 years of age and above) with autism and similar intellectual and developmental disabilities that give them a sense of pride, accomplishment, and dignity by providing housing and supportive services within a natural environment.

Communities of Crocus is led by a Board that includes the following:

- **Amy Hansel (President)** Amy has spent the past 26 years as a civil servant working for the Federal Government. She has extensive experience building relationships with people from various backgrounds, at all levels and from all over the world.
- **Emily Peters (Vice President)** Emily is a 25-year sales executive at the Xerox Corporation working with Fortune 1000 companies in the Midwest where she has maintained long lasting relationships with her clients and built trust as an advisor of business solutions.
- **Andy Palec (Director)**. Andy has over three decades of experience managing complex real estate projects from inception through to successful completion. Currently a Vice President with Milwaukee-based Irgens Partners, he has prior involvement with different types of medical real estate and housing, from independent living for seniors to assisted living and skilled nursing care throughout the US.
- **Rechelle Chaffe (Director)**. Rechelle serves as the Executive Director of Autism Society SE WI and has family members on the spectrum. She has championed for Autism awareness, education and supports by providing programs and services that benefit the Autism community. She brings a passion for advocacy efforts to work every day.
- **Chris Zirbes (Director)**. Chris has developed a successful professional career of working for small community, family-owned banks and is a Senior Vice President of commercial lending at Horicon Bank. He is also a proud member of the Wauwatosa Mayfair Rotary.

III. Proposed Use of the Site.

The goal is to create a community with a range of housing and support programs for adults (18 years and above) with autism or similar intellectual and developmental disabilities. However, an equally important goal of the project is to provide natural supports by offering market rate housing opportunities for the parents/family members of the residents and others who chose to live in the community and participate in the lives of these unique individuals.

In addition, Communities of Crocus will provide an educational support building (called the Supportive Hub) where the residents and others in the greater community, including adults with autism

and similar intellectual and developmental disabilities, can get the support and services they need to live as independently as possible. In addition, the Hub will provide services and support for parents, family members, caregivers, and others involved in the continuum of care for these individuals.

The residents living in the CARE homes and the APTS at Communities of Crocus will have a broad range of abilities and needs and CoC will meet those needs through diverse housing options that will include the following:

Communities of Crocus Housing Types

Name of Building Type	Building Description	Number of Buildings / Units For Adults with Autism /IDD	Number of Buildings / Units For Parents/ Family
Care Homes	The CARE Homes are designed for autistic adults with complex or higher levels of need, including up to 24/7 services and support. The home includes additional centralized and private support/ engagement space for staff/ residents	Three Homes, each with four (4) one-bedroom Apts = 12 total Apts. *Plans are in place to add a fourth home in the future. Future total = 16	
Apartments	The APTS are for individuals with autism and similar intellectual and developmental disabilities who, with the help of individualized services and support, are able to live more independently, navigate the greater community, and engage in work and other lifelong learning opportunities	32 one-bedroom apartments 1-Try it apartment 1-four-bedroom respite apartment Total = 34 apartments with the potential for 36, see below *Plans are to look into adding two additional one-bedroom apartments for resident support staff	
Duplex Homes			6- 7 duplexes for total of 12-14 Units
Townhomes			8 Townhomes for a total of 8 Units

Totals		52 Units for Adults with Autism	20 -22 Units for Family Members or Caregivers
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IV. Buildings Proposed for the Site.

The goal for the Communities of Crocus development is to provide options for housing and support/resources spaces so that adults with autism and similar disabilities can live as independently as possible in a community that also provides options for their parents/family members and other interested parties to live in the same community. The entire Communities of Crocus project is designed to feel like a residential community that fits in with the neighborhood to the north and west. The Care Homes and Centre at Crocus are one-story buildings surrounded by expansive lawn areas with landscaping buffers surrounding the buildings and screening views. The building exteriors will be constructed with a blend of masonry (brick) and cement board siding. They will feature a combination of flat and gently sloped roofs meant to recall the mid-century modern architectural style that features homes with lots of windows and daylight, and large roof overhangs that stretch out and stay low to the ground.

Care Homes (Phase 1).

Each Care Home is a 6,000 SF single-story residence for adults with autism and each home features four (4) fully independent one-bedroom apartments with a central commons space. The four (4) one-bedroom apartments are each approximately 650 square feet, are fully ADA accessible, and include a kitchen, living room, bedroom, and bathroom. Each apartment has an exterior porch off of the living room, connecting each of the apartments to the outdoor lawn areas. The central area provides a gathering space for the residents with a shared living room / gaming area and an additional shared kitchen, laundry room, and sensory room. Another shared amenity are two lounges, or 'Relax and Ready Rooms', that contain soft seating, a desk, and provide an additional enclosed lounge space for residents and staff. In addition, the common space includes an office area for the staff who will be supporting the residents, a nurse's office, restroom, mechanical, and storage rooms.

Centre at Crocus (Phase 1).

The Center is a 15,000 square-foot single story building with a basement. The Centre is intended to be a support building for the Care Homes where the 12 residents who live in the Homes (and others with similar needs in the greater community) will engage in lifelong learning, social engagement, and therapeutic opportunities. The Centre has spaces or zones for recreation, life skills training, therapy, art and music-making, relaxation, and leisure. It is envisioned that the residents will move through the zones over the course of the day with 3-4 residents in each zone at a time. Defined Centre zones include:

- **Recreation Zone:** this space includes a large open area with a track space for walking and tricycle use, as well as a central area with fitness equipment such as stationary bikes and ellipticals. There is also a separate Jungle Gym Room with an adult size climbing structure, a heated therapy pool with supporting locker rooms, showers, and changing rooms.
- **Life Skills Training Zone.** this space features a kitchen area used for demonstrating cooking, nutritional classes and, cleaning skills. The kitchen will serve as an eating and

learning area and provide an opportunity to decrease health inequities for this population. This area will also include a separate personal care area where individuals can engage in health and hygiene instruction.

- **Art + Music Zone:** this space will feature a large room for art classes with tables for painting, drawing, and sculpture-making, cabinets for art storage, and countertops with double-bowl sinks. The music and media room will feature spaces for musical instruments, as well as shelving for a small library of books. Both rooms can also be used as art and music therapy spaces.
- **Leisure Zone:** this zone features quiet places to hang-out and relax. Spaces will allow for watching movies, playing video games, or just relaxing with friends.
- **Therapy Zone.** this space is dedicated for therapists to hold speech, art, music, or general therapy sessions with the residents.

The Centre will have a full-time director, as well as office spaces and conference room for residents, staff, or aides to use for meetings.

The partial basement below the one-story Centre is envisioned to provide mechanical spaces, a safe zone/shelter in case of tornado or weather events, and also future program space, should it be needed.

Hub (Phase 1).

The Hub is an approximately 17,000 square-foot single story building. The Hub is envisioned to serve the broader Franklin and Milwaukee County community with educational and training programs. The Communities of Crocus offices will be in the Hub, and it is envisioned that several Continuum of Care community partners will also have space in the building. The spaces in the Hub will include:

- Communities of Crocus Administrative Offices
- Family Resource Center with books, videos, and other publications and resources
This area will include shelving areas for resources, a reading room, reception area, and a meeting room
- Caregiver Training Suite
- Life Skills Suite including a kitchen and mock-up bathrooms, bedroom, and laundry room for use in Life Skills training classes
- Game Room and Maker Space
- Support and public spaces including lobby, restrooms, sensory rooms, and staff lounge
- Multi-purpose Room for lectures, training, seminars, and events
- Partner Suite 1: a suite for a community partner to lease space that includes offices, meeting area, and open space for program requirements
- Partner Suite 2: a suite for a community partner to lease space that includes offices, meeting area and open space for program requirements.

Apartments (Phase 2).

The Apartment Building will be for adults with autism and similar intellectual and developmental disabilities who are able to live more independently with the help of services and support. Many of these individuals would work in the community, and a small number

may also drive. The apartment building is in early concept design, so plans and elevations are not yet complete. The apartment building is envisioned to be either a two-story building (with an underground basement level for parking) or a three-story building (with parking and a lobby on the main level with two (2) levels of apartments above. The building will feature mostly one-bedroom apartment units along with several two-bedroom units for a total of 32 apartments. The building would also have an apartment manager unit (possibly two) and that person would function as a resident assistant who would provide support for the residents, as well as a Try-it-out unit and a respite 4-bedroom apartment. The total unit count in the apartment building is 36 units. Architecturally it would use a similar blend of materials as the Care Homes and Centre, such as brick and siding and it will feature sloped and flat roofs to compliment the rest of the community.

Community Pavilion (Phase 2).

An open-air, covered pavilion is planned to be surrounded by approximately 400 – 500 square feet of an open lawn area. It could be used to host Crocus and other community events geared to the greater community, including a farmer's market. The structure would include some support spaces such as restrooms and storage area.

Duplex Homes (Phase 3).

The project proposes that up to seven duplex market-rate homes be built for parents, family members, and other interested parties of the adults living in the CARE Homes or APTS. Each of the homes are planned to be duplexes, built on basements with two-car garages, having approximately 1,600-2,000 square feet.

Townhomes (Phase 3).

The project proposes that 8 townhomes be built as a part of Phase 3. The townhomes would likely be 2 ½ or 3 stories with a two-car garage on the lowest level. Currently shown as two buildings, each with four (4) units along South 31st Street.

V. Project Phasing.

The project is proposed to be constructed in 3 phases; however, fundraising efforts will impact the timing of how the community will develop and when structures are built. The phases are currently planned as follows:

Phase 1: will be focused on development of the northern parcel (761-9992-002) that will include the following:

- Main entry off of South 31st Street and private street
- Care Homes
- Centre at Care
- Parking lot between the Centre and the HUB

Phase 2: will be focused on development of the second parcel (761-9994-005) and will include the following:

- Extension of the private streets and the addition of a second entry/egress onto South 31st Street
- Supportive Housing Hub • Apartment Building
- Community Pavilion

Phase 3: will be focused on the development of the southernmost parcels (761-9997-005; 786-9981-004) and will include the following.

- Extension of the private roads

- 7 Duplex homes
- 8 Townhomes

VI. Site Considerations.

Stormwater.

The project will need to comply with all City of Franklin storm water requirements. We envision providing an underground storm water storage system somewhere on our site.

Landscape.

Today the 45-acre site has extensive woodlands and many natural features. It is important to note that the Communities of Crocus development is not proposing any buildings be constructed in the western 2/3rd of the site where the woodlands, wetlands and Root River are located. All of the development is located on the eastern and open and gently sloping 3rd of the site along 31st Street. The project will meet all City landscape requirements and will provide a landscape buffer along the north property edge to the residential houses

Traffic/Streets.

Upon completion of all phases of the Communities of Crocus development there will be at total of 74 housing units added. Many of the units will be occupied by adults with autism who will not drive or need a car, however, there will be visitors to the Hub and staff who work at the Centre and Care Home. The project will construct a new entrance to the Community which will align with the entrance/egress from the Statesmen Apartments directly across the street. The internal development streets will be private roads and are proposed to be 24' wide. An additional entry/exit will also be added as part of Phase 2 to serve the southern parcels including the apartment building. Given the two entry/exit points along South 31st and the low density for the site, it is anticipated that traffic on the street will be minimally affected

Utilities.

The project intends to tie into the electric, water, telecommunications, and sanitary utilities that are located in and along South 31st Street. The connections will be worked out with the City of Franklin and Utility providers as the site plan is developed. The utilities design will comply with all City and utility requirements

Lighting.

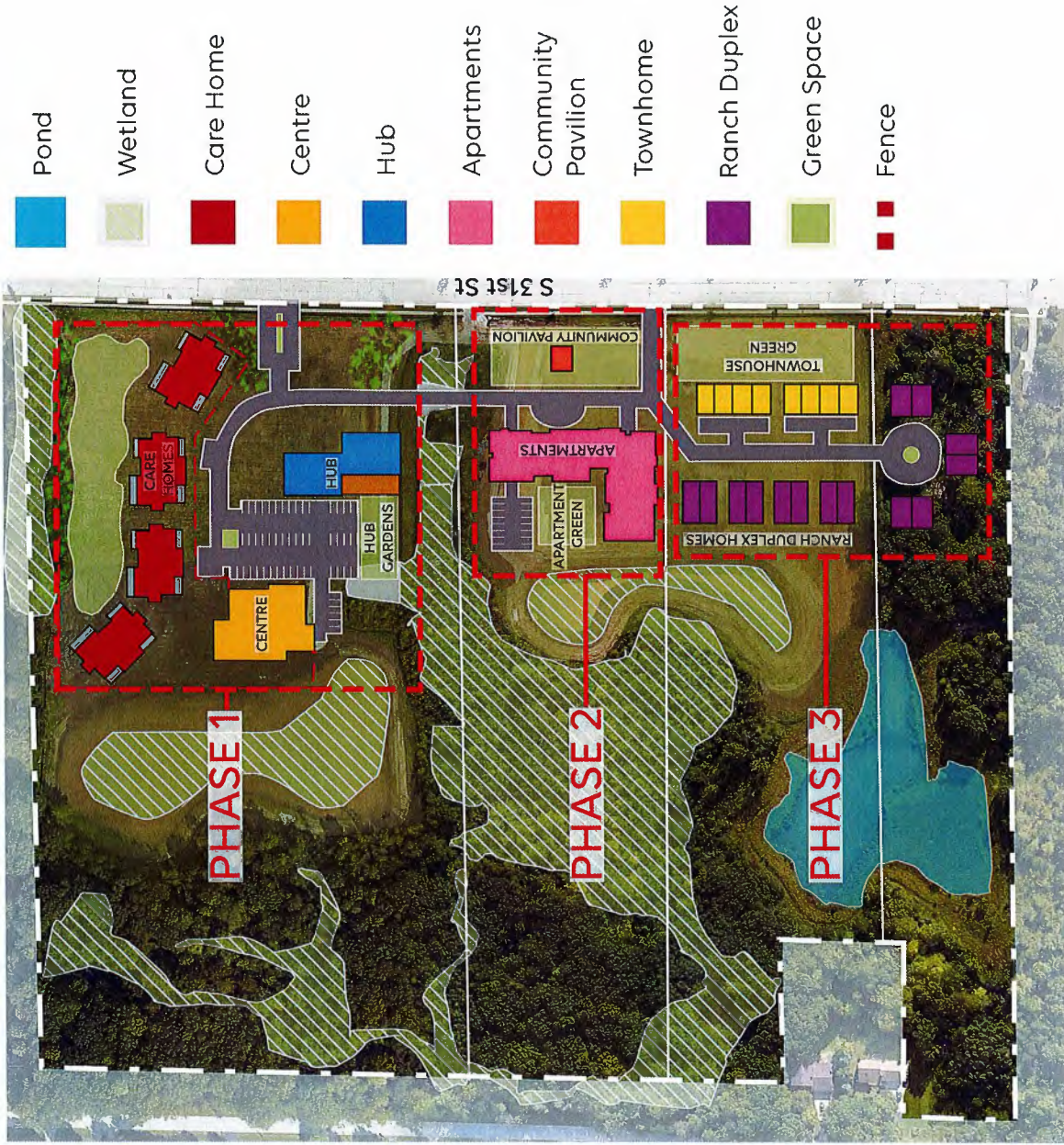
The project will need to comply with all City of Franklin lighting requirements. We recognize that at public meetings with the neighborhood there were lots of concerns expressed about light pollution. In response, the project commits to keeping any required lighting poles as low as possible and to using full cut-off lighting fixtures along any street or in parking areas. The project will use an exterior lighting control system to ensure that any redundant exterior lighting is turned off as early as possible in the evening.

Fencing.

The four Care Homes and their lawn areas are proposed to be fenced to ensure that the

residents stay on the Communities of Crocus property. The fence is proposed as a 6' tall painted decorative metal fence and it will be buffered by additional landscaping. The fenced area will completely enclose the Care Homes and provide a secure connection to the Centre so that residents of the Care Homes can safely move between the Center and their apartments.

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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: This objective is understood and mutually shared by the owner in the proposed use of the development. Along with the Special Use Application, we have also submitted a Comprehensive Master Plan application that shows how the proposed development will be configured and how it is in harmony with the surrounding neighborhood, we have also submitted a Rezoning Application which is requesting the three southern parcels (761-9994-005; 761-9997-003; 786-9981-004) be rezoned from R-6 with OL-1 to B-4..

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: It is the owner's wish to maintain the aesthetics of a neighborhood community with this development. Communal facilities and abundant green spaces will be provided for use by both the on-site residents and the public, with the intent to bring dedicated services to an underserved population in the Greater Milwaukee Area.

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: No interference with the surrounding developments is anticipated during construction nor operations of this proposed facility.

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: This development is located within the Oak Creek-Franklin Joint School District and will be served by the City of Franklin Police and Fire Departments. Public Utilities, including water, sanitary sewer, and storm sewer are all located within the Public Right-of-Way of S 31st Street. An underground electric utility is located on the eastern side of the S 31st Street Right-of-Way. Additional utilities will be coordinated as needed with their

respective providers.

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: No entrances to the site are proposed along residential roadways. The overall development will ultimately have two entry/egress drives are proposed to be constructed to connect to S 31st St. There will be adequate on-site parking for the buildings proposed. While the site contains 45 acres, the housing units being proposed is for 74 housing units, plus staff and visitors. Many of the residents will not drive and the anticipated traffic in and out of the property is anticipated to be light.

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: No destruction or impact to significant natural, scenic, or historic features will occur without adequate mitigation to repair and improve upon features affected by the construction activities of this site. All of the building are being constructed along the S 31st Street on the eastern third of the site. The woodland and wetland areas on the western two-thirds of the site are not being developed.

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: The owner intends for the proposed development to comply with all applicable regulations and standards within the property's district. Any proposed deviation to these standards will be addressed in accordance with the City's policies and guidelines.

- 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: Understood. It is the owner's intent to comply with all established special use standards set forth in the noted Sections.

- 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: There is a great need for housing for adults with autism and similar disabilities. This project will help meet that need and will also benefit the community with educational resources and training for community members who have family or friends with autism.

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.

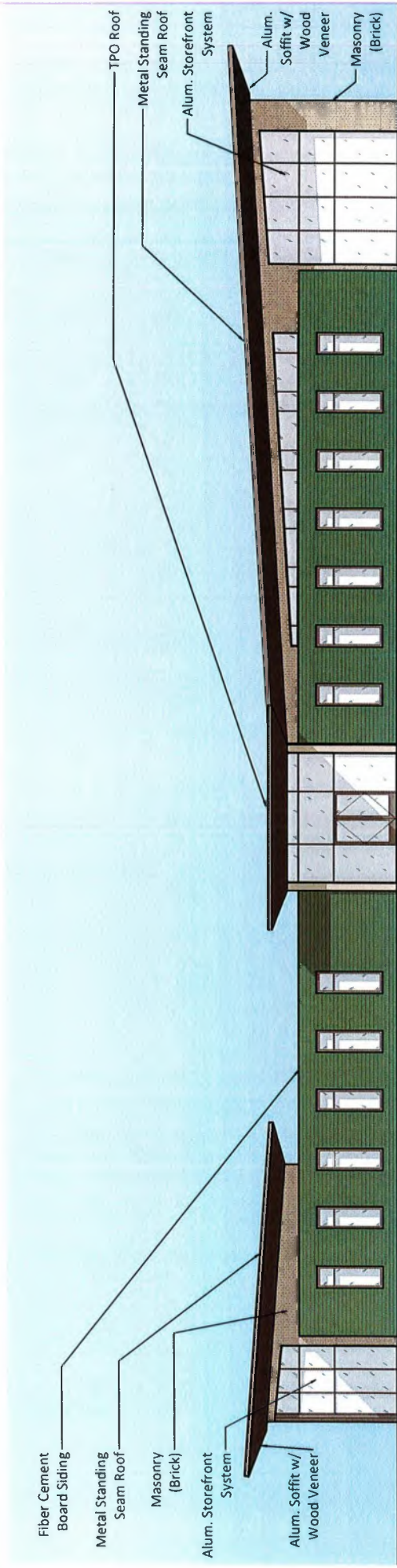
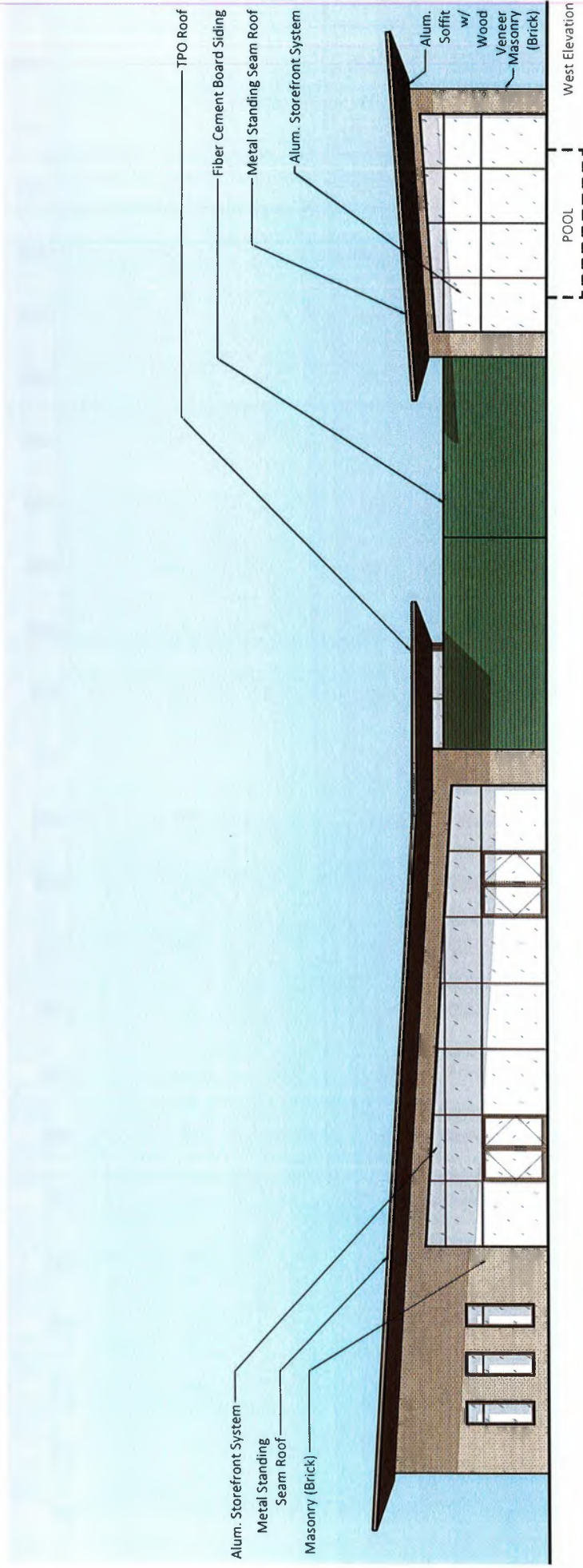
Response: The selection of this site came after a long search to find a suitable site with a natural environment for housing located in Milwaukee County.

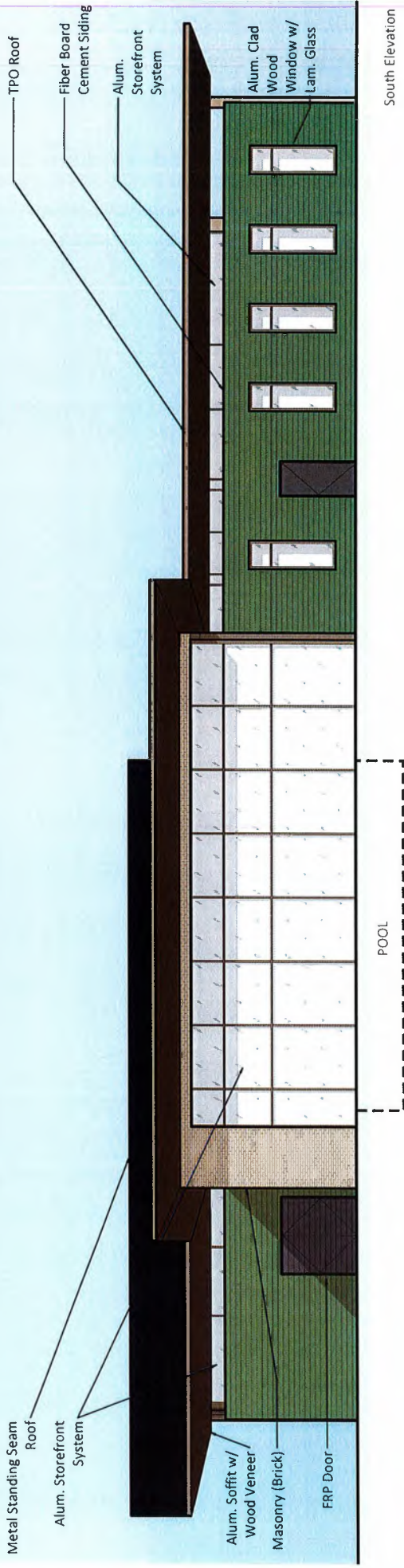
3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

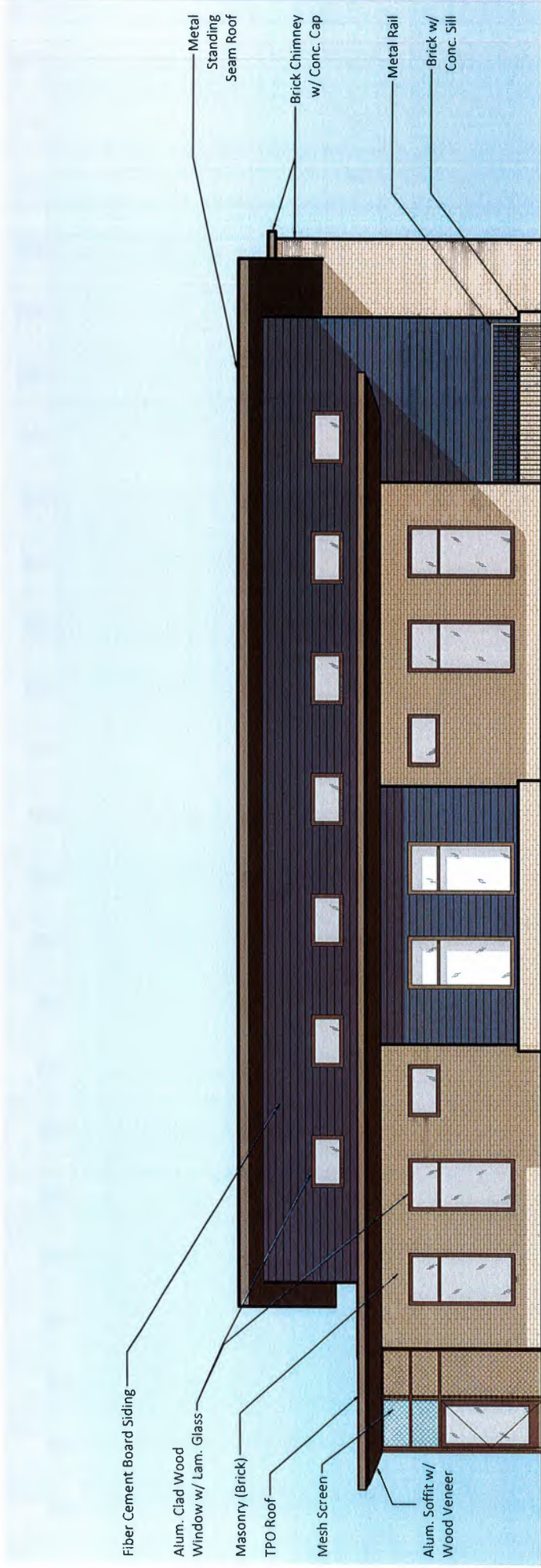
Response: The proposed development will be mindfully designed to reduce the potential for adverse impacts to the surrounding properties. Landscaping buffers are proposed along the northern property boundary to minimize disturbances to the adjacent residential lots, and the existing tributary of Root River that runs along the western side of portion of the site provides a natural wooded buffer to the residential lots located across S 35th St to the west. The proposed buildings in this development will be offset away from S 31st St, allowing for additional landscaping opportunities, and also screening the majority of the proposed parking areas from view of the public right-of-way in accordance with the City of Franklin Code. The buildings that are being proposed to the adjacent northern and southern residential neighbors are all one-story residential buildings.

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: The proposed development is very compatible with its surroundings. The design of the site places single story residential buildings/homes adjacent to the residential neighborhoods that already exist there and places an apartment building and townhomes to the center of the site near the Statemen Apartments directly to the east. It is not the owner's intent to influence any future proposed developments in the surrounding areas in any way that would negatively impact the City or its residents.



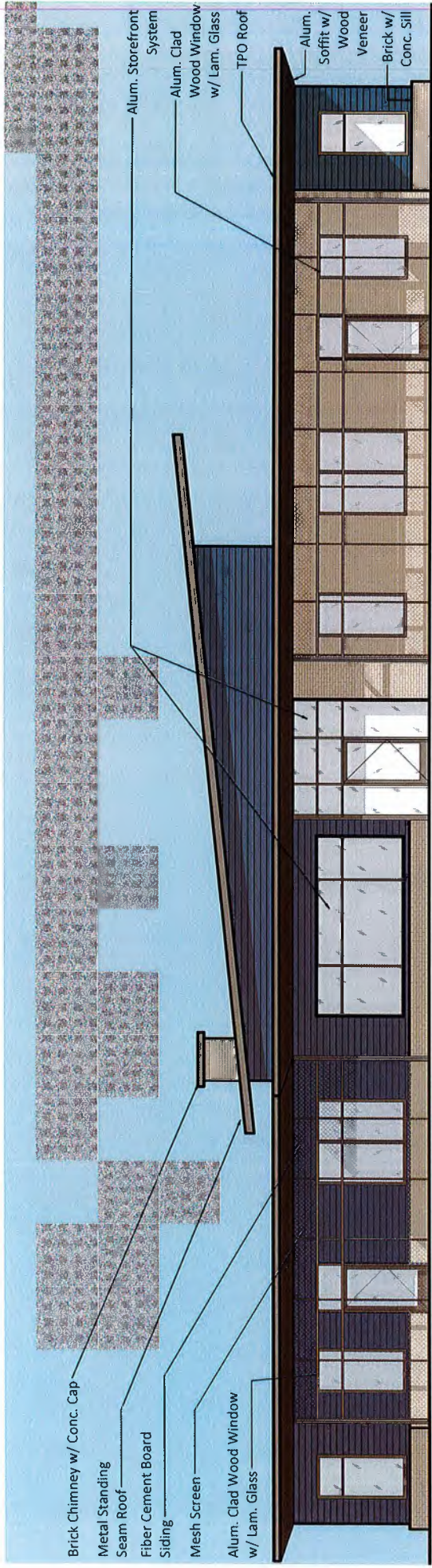
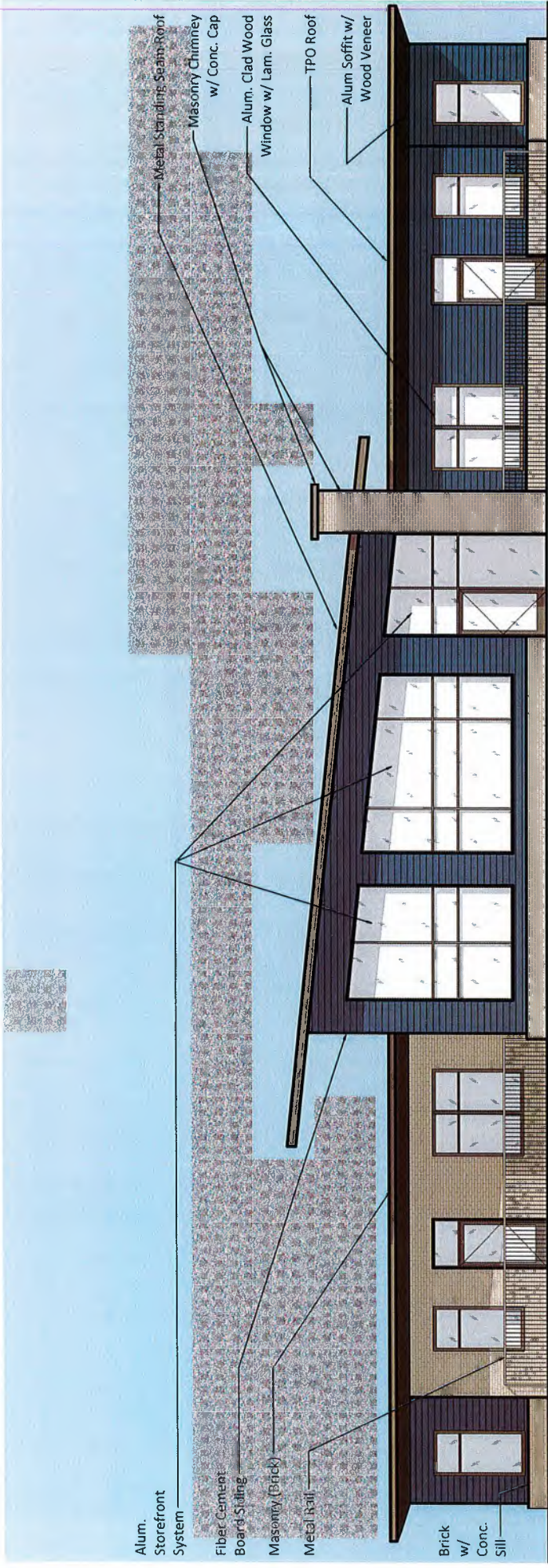


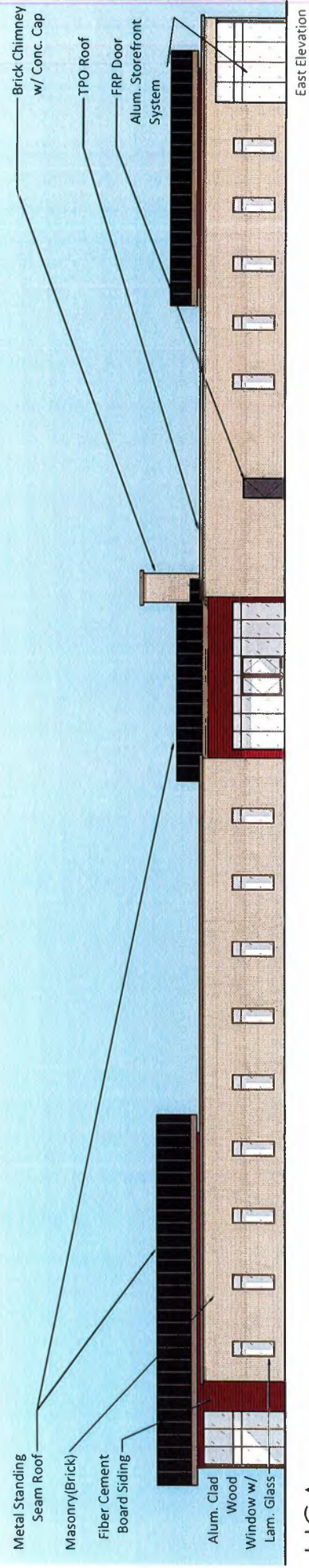
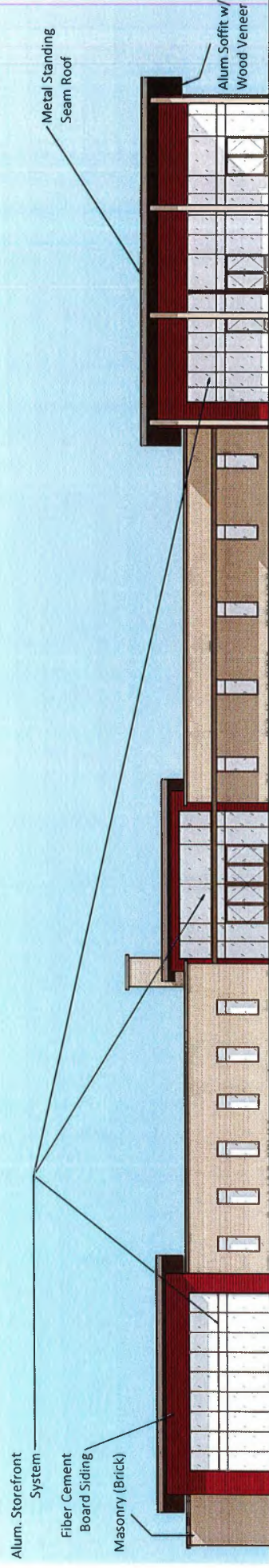


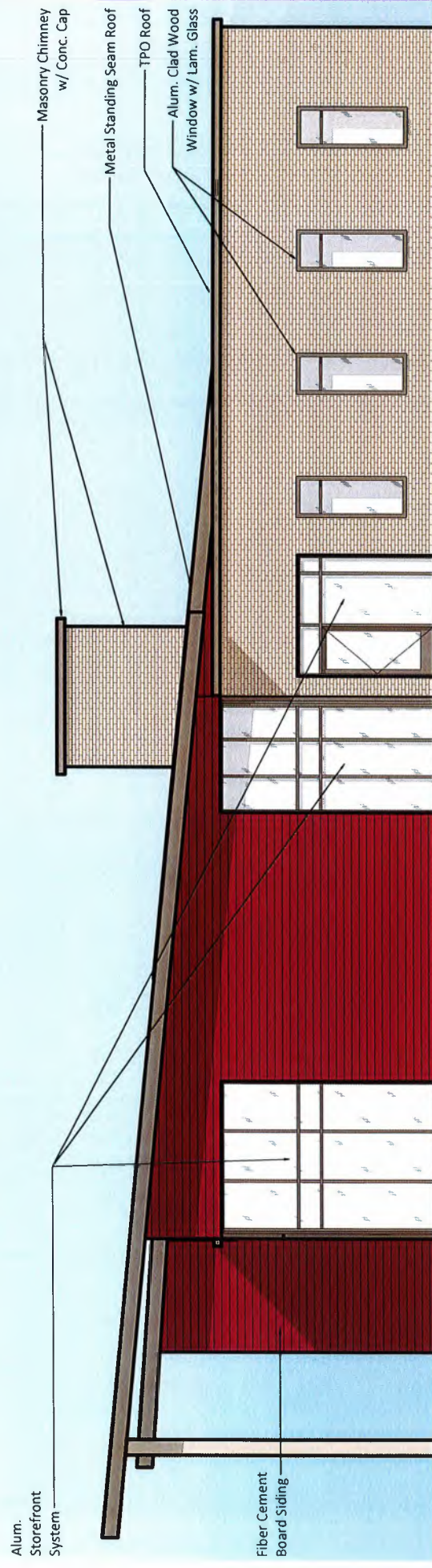
West Elevation



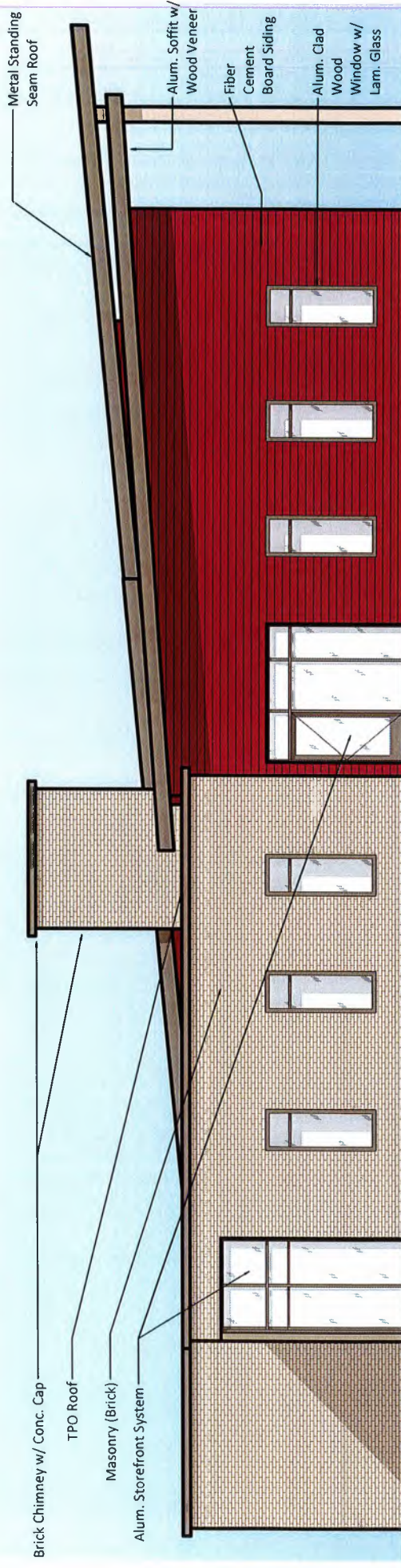
East Elevation







South Elevation



North Elevation

Communities of Crocus

7521 South 31st Street (Parcels 761-9992-002, 761-9994-005, 761-9997-003, 786-9981-004)

Project Narrative for City of Franklin

Submitted with Comprehensive Master Plan Amendment / Rezoning / Special Use Applications

Prepared by HGA Architects (HGA Inc.)

Updated October 7, 2024

Updated Site Narrative

Communities of Crocus, Inc. aims to create a supportive neighborhood for adults with autism and similar intellectual disabilities in Franklin, Wisconsin. The project is being proposed for 7521 South 31st Street on the approximately 45-acre site owned by Northwestern Mutual Insurance Company. The development will be built in phases, beginning with Phase 1. This initial construction will include both the Care at Crocus and Centre at Care. Care at Crocus will consist of three single-story homes featuring four one-bedroom apartment units each with a private kitchen and bathroom, shared living spaces, laundry facilities, a nurses' station, a sensory room, and calming areas. Supplementing these facilities, Centre at Care will be a 15,000 square foot facility designed for both residents and the broader autism community, offering recreational areas, a therapy pool, and spaces for various therapies including art and music therapy, alongside administrative offices. Phase 1 also includes a Supportive Hub providing services such as life skills training and caregiver support for residents and their families along with office space for Communities of Crocus, Inc. as well as community partners with similar missions. Future phases will include an apartment building for adults who can live independently with support, as well as townhomes and ranch condos family members of residents to promote a close-knit in-community support system. Additionally, a planned future phase will add a community pavilion, which is planned as an area for gatherings, farmers markets, and other events, many of which will be open to the broader Franklin community. The goal of the project is to provide a holistic approach to housing and support that fosters a sense of purpose and community engagement for individuals with autism and their families.

A key factor for the Communities of Crocus leadership was for the site of their new development to prominently feature the natural environment. It was important to select a site in Southeastern Wisconsin where residents could connect with nature in a meaningful way. The property search focused around the Milwaukee County area where there is a substantial need for housing options for adults with autism and their families. The Communities of Crocus team looked at and evaluated multiple locations in Southeast Wisconsin, including several properties in Oak Creek, Franklin, and South Milwaukee, a site in Mt. Pleasant, and a site in Kenosha, all were tested and ruled out due to factors such as site constraints, cost, lack of transportation options, and/or lack of natural amenities and buildable area. The Northwestern Mutual properties on South 31st Street were chosen not only for their close proximity to transportation, stores, and other community facilities, but also for the existing natural environment and abundant green space that was so desired for the wellness and enjoyment of the residents, creating a true community for all who will call this site home.

The buildable area for this site is directly fronting South 31st Street. It is important to note that many natural features located on these properties will restrict development beyond the limits proposed by this project. The floodway associated with the East Branch of the Root River, which runs north-to-south along the western limits of the property, will prevent further construction along South 35th St.

Additionally, a Secondary Environmental Corridor established by the Southeast Wisconsin Regional Planning Commission (SEWRPC), further encompasses the property from the right-of-way line along South 35th St eastward towards the center of the site. While not officially protected at this time, future updates to the City of Franklin's Unified Development Ordinance (UDO) are expected to require mitigation of this Corridor for any lands impacted by development and construction activities. Furthermore, two existing detention basins built in 2022 by the Milwaukee Metropolitan Sewerage District (MMSD) fall under a 10-year conservation easement intended to protect the constructed wetlands established within them. Communities of Crocus choose this site because of its natural beauty. Their goal is to leave the western two-thirds of the site as woodlands and wetlands restricting their buildings to the area along South 31st Street.

Communities of Crocus is aware of concerns that have been brought to the City by local residents, many of whom live in the vicinity of the project site. These questions have largely focused on impacts to the environmental resources on site, as well as concerns regarding stormwater design and the potential for flooding impacts to the surrounding properties. Communities of Crocus is committed to preserving the integrity of this site and its natural resources, and has met with both the City of Franklin and MMSD to ensure that their development will not create negative impacts to the neighboring properties and will preserve the existing features of this site to the fullest extent.

- Stormwater run-off from this development will be captured on-site via a combination of green infrastructure practices to meet the requirements set forth by the City of Franklin's Stormwater Management Ordinance.
- Proposed developments within the City of Franklin must also meet the requirements of MMSD Chapter 13, which places additional restrictions on the peak flows and/or volumes of stormwater produced by new developments.
- In meeting the requirements of both MMSD and the City of Franklin Stormwater Management Ordinance, stormwater run-off generated by this site will not exceed that of existing conditions, ensuring no negative impacts will be caused to the capacity of the existing MMSD ponds nor the existing floodway of the Root River East Branch.
- The design team met with MMSD on September 19, 2024, as well as on earlier phone calls. MMSD is fully aware of the project and saw no issues with the project as proposed. The proposed development respects the MMSD easements and all other easements and restrictions on the site. MMSD will be kept informed of the design intent of this project and any effects on their existing stormwater facilities on-site. Their approval will be required prior to construction to ensure these basins maintain the integrity of their designed function. The developer will be responsible for the restoration of disturbed features within these conservation easements due to the construction activity of this site.
- Any small areas of impact made by this development or its related construction activities to existing wetlands and their surrounding 30-foot buffer will be mitigated at a rate of 1.5x the acreage disturbed, per the requirements set forth in the UDO, Section 15-4.0103.

It is the vision of Communities of Crocus and its leadership to provide residents with a continuum of care that not only caters to the needs of the individuals, but also promotes a strong connection to nature and the outdoors. The innate beauty of the site is highly valued by all involved in the project, and through maintaining a reduced density across the site as well as allocating the western two-thirds of the property to the existing woods and wetlands, Communities of Crocus maintains a fervent commitment to preserving these qualities that the community has grown to cherish.

Communities of Crocus

7521 South 31st Street (Parcels 761-9992-002, 761-9994-005, 761-9997-003, 786-9981-004)

Project Narrative for City of Franklin

Submitted with Comprehensive Master Plan Amendment / Rezoning / Special Use Applications

Prepared by HGA Architects (HGA Inc)

Updated August 12, 2024

Narrative Introduction

This narrative is to provide details and support the following Communities of Crocus Applications:

Special Use Application.

The project is submitting a Special Use Application to provide information on the Care Homes and Centre building, which require a Special Use Permit per City of Franklin Section 15-3 0304 and Special Use Table 15-3 0603. This Special Use Application is for the northern parcel, TKN 761-992-002.

Comprehensive Master Plan Amendment Application.

This project is submitting a Comprehensive Master Plan Amendment Application to modify/amend the current Comprehensive Master Plan that was previously approved for this site.

Rezoning Application.

The project is submitting a Rezoning Application to reclassify the three (3) southern parcels on the site (761-9994-005 is zoned R-6 with OL-1, 761-9997-003 is zoned R-6 with OL-1, 786-9981-004 is zoned R-6 with OL-1), to a B-4 Zoning. The northern parcel (761-9992-002) is currently zoned B-4, so the reclassification of the southern parcels to B-4 would give the B-4 zoning classification to all of the parcels.

The narrative has the following sections:

- I. Site
- II. Owner Information
- III. Proposed Use of Site
- IV. Buildings Proposed for Site
- V. Project Phasing
- VI. Site Considerations

I. Site.

The site is located at 7521 South 31st Street in the City of Franklin. The property stretches between South 31st and South 35th Street, just south of West Minnesota Avenue, and contains the following four (4) parcels (starting with the northern most parcel and moving south) that total approximately 45 acres:

- 761-9992-002 is zoned B-4
- 761-9994-005 is zoned R-6 with OL-1
- 761-9997-003 is zoned R-6 with OL-1
- 786-9981-004 is zoned R-6 with OL-1

The Root River traverses through the western portion of the site near 35th Street and much of the property (about 2/3 of the site) is wetlands and heavily treed woodlands. There is a pond that straddles the southern parcels and two detention ponds that were constructed by MMSD in 2019 to help mitigate and control rainwater run-off across the property headed to the Root River at the western edge of the property. The eastern 1/3 (approximately 12- 13 acres) is gently sloping.

(east to west) farm fields and that is where the proposed development will take place. There are no planned structures, roads, or infrastructure proposed in the wetlands or woodlands on the bottom 2/3 of the site. Communities of Crocus has a Purchase Agreement to buy the property from current owner, Northwestern Mutual.

II. Owner Information.

Communities of Crocus (CoC) is a nonprofit (501)(c)(3) started by Amy Hansel and Emily (Trevor) Peters. Both are parents of children on the autism spectrum and/or with Down Syndrome. The mission of Communities of Crocus is to create supportive homes of choice for adults (18 years of age and above) with autism and similar intellectual and developmental disabilities that give them a sense of pride, accomplishment, and dignity by providing housing and supportive services within a natural environment.

Communities of Crocus is led by a Board that includes the following:

- **Amy Hansel (President)** Amy has spent the past 26 years as a civil servant working for the Federal Government. She has extensive experience building relationships with people from various backgrounds, at all levels and from all over the world.
- **Emily Peters (Vice President)** Emily is a 25-year sales executive at the Xerox Corporation working with Fortune 1000 companies in the Midwest where she has maintained long-lasting relationships with her clients and built trust as an advisor of business solutions.
- **Andy Palec (Director)** Andy has over three decades of experience managing complex real estate projects from inception through to successful completion. Currently a Vice President with Milwaukee-based Irgens Partners, he has prior involvement with different types of medical real estate and housing, from independent living for seniors to assisted living and skilled nursing care throughout the US.
- **Rechelle Chaffe (Director)** Rechelle serves as the Executive Director of Autism Society SE WI and has family members on the spectrum. She has championed for Autism awareness, education and supports by providing programs and services that benefit the Autism community. She brings a passion for advocacy efforts to work every day.
- **Chris Zirbes (Director)** Chris has developed a successful professional career of working for small community, family-owned banks and is a Senior Vice President of commercial lending at Horizon Bank. He is also a proud member of the Wauwatosa Mayfair Rotary.

III. Proposed Use of the Site.

The goal is to create a community with a range of housing and support programs for adults (18 years and above) with autism or similar intellectual and developmental disabilities. However, an equally important goal of the project is to provide natural supports by offering market rate housing opportunities for the parents/family members of the residents and others who chose to live in the community and participate in the lives of these unique individuals.

In addition, Communities of Crocus will provide an educational support building (called the Supportive Hub) where the residents and others in the greater community, including adults with autism and similar intellectual and developmental disabilities, can get the support and services they need to live as independently as possible. In addition, the Hub will provide services and support for parents,

family members, caregivers, and others involved in the continuum of care for these individuals

The residents living in the CARE homes and the APTS at Communities of Crocus will have a broad range of abilities and needs and CoC will meet those needs through diverse housing options that will include the following

Communities of Crocus Housing Types

Name of Building Type	Building Description	Number of Buildings / Units For Adults with Autism /IDD	Number of Buildings / Units For Parents/ Family
Care Homes	The CARE Homes are designed for autistic adults with complex or higher levels of need, including up to 24/7 services and support. The home includes additional centralized and private support/ engagement space for staff/ residents	Three Homes, each with four (4) one-bedroom Apts = 12 total Apts *Plans are in place to add a fourth home in the future Future total = 16	
Apartments	The APTS are for individuals with autism and similar intellectual and developmental disabilities who, with the help of individualized services and support, are able to live more independently, navigate the greater community, and engage in work and other lifelong learning opportunities	32 one-bedroom apartments 1-Try it apartment 1-four-bedroom respite apartment Total = 34 apartments with the potential for 36, see below *Plans are to look into adding two additional one-bedroom apartments for resident support staff	
Duplex Homes			6- 7 duplexes for total of 12-14 Units
Townhomes			8 Townhomes for a total of 8 Units
Totals		52 Units for Adults with Autism	20 -22 Units for Family Members or Caregivers

IV. Buildings Proposed for the Site.

The goal for the Communities of Crocus development is to provide options for housing and support/resources spaces so that adults with autism and similar disabilities can live as independently as possible in a community that also provides options for their parents/family members and other interested parties to live in the same community. The entire Communities of Crocus project is designed to feel like a residential community that fits in with the neighborhood to the north and west. The Care Homes and Centre at Crocus are one-story buildings surrounded by expansive lawn areas with landscaping buffers surrounding the buildings and screening views. The building exteriors will be constructed with a blend of masonry (brick) and cement board siding. They will feature a combination of flat and gently sloped roofs meant to recall the mid-century modern architectural style that features homes with lots of windows and daylight, and large roof overhangs that stretch out and stay low to the ground.

Care Homes (Phase 1).

Each Care Home is a 6,000 SF single-story residence for adults with autism and each home features four (4) fully independent one-bedroom apartments with a central commons space. The four (4) one-bedroom apartments are each approximately 650 square feet, are fully ADA accessible, and include a kitchen, living room, bedroom, and bathroom. Each apartment has an exterior porch off of the living room, connecting each of the apartments to the outdoor lawn areas. The central area provides a gathering space for the residents with a shared living room / gaming area and an additional shared kitchen, laundry room, and sensory room. Another shared amenity are two lounges, or 'Relax and Ready Rooms', that contain soft seating, a desk, and provide an additional enclosed lounge space for residents and staff. In addition, the commons space includes an office area for the staff who will be supporting the residents, a nurse's office, restroom, mechanical, and storage rooms.

Centre at Crocus (Phase 1).

The Center is a 15,000 square-foot single story building with a basement. The Centre is intended to be a support building for the Care Homes where the 12 residents who live in the Homes (and others with similar needs in the greater community) will engage in lifelong learning, social engagement, and therapeutic opportunities. The Centre has spaces or zones for recreation, life skills training, therapy, art and music-making, relaxation, and leisure. It is envisioned that the residents will move through the zones over the course of the day with 3-4 residents in each zone at a time. Defined Centre zones include:

- *Recreation Zone* this space includes a large open area with a track space for walking and tricycle use, as well as a central area with fitness equipment such as stationary bikes and ellipticals. There is also a separate Jungle Gym Room with an adult size climbing structure, a heated therapy pool with supporting locker rooms, showers, and changing rooms.
- *Life Skills Training Zone* this space features a kitchen area used for demonstrating cooking, nutritional classes and, cleaning skills. The kitchen will serve as an eating and learning area and provide an opportunity to decrease health inequities for this population. This area will also include a separate personal care area where individuals can engage in health and hygiene instruction.
- *Art + Music Zone* this space will feature a large room for art classes with tables for painting,

drawing, and sculpture-making, cabinets for art storage, and countertops with double-bowl sinks. The music and media room will feature spaces for musical instruments, as well as shelving for a small library of books. Both rooms can also be used as art and music therapy spaces.

- *Leisure Zone* this zone features quiet places to hang-out and relax. Spaces will allow for watching movies, playing video games, or just relaxing with friends.
- *Therapy Zone* this space is dedicated for therapists to hold speech, art, music, or general therapy sessions with the residents.

The Centre will have a full-time director, as well as office spaces and conference room for residents, staff, or aides to use for meetings.

The partial basement below the one-story Centre is envisioned to provide mechanical spaces, a safe zone/shelter in case of tornado or weather events, and also future program space, should it be needed.

Hub (Phase 1).

The Hub is an approximately 17,000 square-foot single story building. The Hub is envisioned to serve the broader Franklin and Milwaukee County community with educational and training programs. The Communities of Crocus offices will be in the Hub, and it is envisioned that several Continuum of Care community partners will also have space in the building. The spaces in the Hub will include:

- Communities of Crocus Administrative Offices
- Family Resource Center with books, videos, and other publications and resources. This area will include shelving areas for resources, a reading room, reception area, and a meeting room.
- Caregiver Training Suite
- Life Skills Suite including a kitchen and mock-up bathrooms, bedroom, and laundry room for use in Life Skills training classes.
- Game Room and Maker Space
- Support and public spaces including lobby, restrooms, sensory rooms, and staff lounge.
- Multi-purpose Room for lectures, training, seminars, and events.
- Partner Suite 1 a suite for a community partner to lease space that includes offices, meeting area, and open space for program requirements.
- Partner Suite 2 a suite for a community partner to lease space that includes offices, meeting area and open space for program requirements.

Apartments (Phase 2).

The Apartment Building will be for adults with autism and similar intellectual and developmental disabilities who are able to live more independently with the help of services and support. Many of these individuals would work in the community, and a small number may also drive. The apartment building is in early concept design, so plans and elevations are not yet complete. The apartment building is envisioned to be either a two-story building (with an underground basement level for parking) or a three-story building (with parking and a lobby on the main level with two (2) levels of apartments above). The building will feature mostly one-bedroom apartment units along with several two-bedroom units for a total of 32.

apartments. The building would also have an apartment manager unit (possibly two) and that person would function as a resident assistant who would provide support for the residents, as well as a Try-it-out unit and a respite 4-bedroom apartment. The total unit count in the apartment building is 36 units. Architecturally it would use a similar blend of materials as the Care Homes and Centre, such as brick and siding and it will feature sloped and flat roofs to compliment the rest of the community.

Community Pavilion (Phase 2).

An open-air, covered pavilion is planned to be surrounded by approximately 400 – 500 square feet of an open lawn area. It could be used to host Crocus and other community events geared to the greater community, including a farmer's market. The structure would include some support spaces such as restrooms and storage area.

Duplex Homes (Phase 3).

The project proposes that up to seven duplex market-rate homes be built for parents, family members, and other interested parties of the adults living in the CARE Homes or APTS. Each of the homes are planned to be duplexes, built on basements with two-car garages, having approximately 1,600-2,000 square feet-

Townhomes (Phase 3).

The project proposes that 8 townhomes be built as a part of Phase 3. The townhomes would likely be 2 ½ or 3 stories with a two-car garage on the lowest level. Currently shown as two buildings, each with four (4) units along South 31st Street.

V. Project Phasing.

The project is proposed to be constructed in 3 phases, however, fundraising efforts will impact the timing of how the community will develop and when structures are built. The phases are currently planned as follows:

Phase 1 will be focused on development of the northern parcel (761-9992-002) that will include the following:

- Main entry off of South 31st Street and private street
- Care Homes
- Centre at Care
- Parking lot between the Centre and the HUB

Phase 2 will be focused on development of the second parcel (761-9994-005) and will include the following:

- Extension of the private streets and the addition of a second entry/egress onto South 31st Street
- Supportive Housing Hub
- Apartment Building
- Community Pavilion

Phase 3 will be focused on the development of the southernmost parcels (761-9997-005, 786-9981-004) and will include the following:

- Extension of the private roads
- 7 Duplex homes
- 8 Townhomes

VI. Site Considerations.

Stormwater.

The project will need to comply with all City of Franklin storm water requirements. We envision providing an underground storm water storage system somewhere on our site.

Landscape.

Today the 45-acre site has extensive woodlands and many natural features. It is important to note that the Communities of Crocus development is not proposing any buildings be constructed in the western 2/3rd of the site where the woodlands, wetlands and Root River are located. All of the development is located on the eastern and open and gently sloping 3rd of the site along 31st Street. The project will meet all City landscape requirements and will provide a landscape buffer along the north property edge to the residential houses.

Traffic/Streets.

Upon completion of all phases of the Communities of Crocus development there will be a total of 74 housing units added. Many of the units will be occupied by adults with autism who will not drive or need a car, however, there will be visitors to the Hub and staff who work at the Centre and Care Home. The project will construct a new entrance to the Community which will align with the entrance/egress from the Statesmen Apartments directly across the street. The internal development streets will be private roads and are proposed to be 24' wide. An additional entry/exit will also be added as part of Phase 2 to serve the southern parcels including the apartment building. Given the two entry/exit points along South 31st and the low density for the site, it is anticipated that traffic on the street will be minimally affected.

Utilities.

The project intends to tie into the electric, water, telecommunications, and sanitary utilities that are located in and along South 31st Street. The connections will be worked out with the City of Franklin and Utility providers as the site plan is developed. The utilities design will comply with all City and utility requirements.

Lighting.

The project will need to comply with all City of Franklin lighting requirements. We recognize that at public meetings with the neighborhood there were lots of concerns expressed about light pollution. In response, the project commits to keeping any required lighting poles as low as possible and to using full cut-off lighting fixtures along any street or in parking areas. The project will use an exterior lighting control system to ensure that any redundant exterior lighting is turned off as early as possible in the evening.

Fencing.

The four Care Homes and their lawn areas are proposed to be fenced to ensure that the residents stay on the Communities of Crocus property. The fence is proposed as a 6' tall painted decorative metal fence and it will be buffered by additional landscaping. The fenced area will completely enclose the Care Homes and provide a secure connection to the Centre so that residents of the Care Homes can safely move between the Center and their apartments.

w:\forms\corres2018\normal dotm



September 27, 2024

Amy Hansel – President, CEO, Communities of Crocus

Kevin Allebach, RA – Principal, HGA

Patricia Chin – Civil Engineering Associate, HGA

Subject: *Letter of Support agreeing to the meeting held at MMSD between MMSD, Communities of Crocus, and HGA*

This letter supports and agrees to the meeting notes for the meeting held at MMSD on September 19th between MMSD, Communities of Crocus and HGA. The Milwaukee Metropolitan Sewerage District (MMSD) is committed to working with partners like Communities of Crocus to promote a cleaner environment.

MMSD is a regional government agency that provides water reclamation and flood management services for about 1.1 million people in 28 municipalities in the greater Milwaukee area. We serve 411 square miles that cover all, or segments of, six watersheds. Established by state law, MMSD is governed by 11 commissioners and has taxing authority.

Please work with Andy Kaminski of my staff who can be reached at 414-225-2245, akaminski@mmsd.com, to address any questions about this effort.

Sincerely,

Andy Kaminski

Andy Kaminski, PE
Senior Project Manager

Meeting Minutes: Communities of Crocus – MMSD Informational Meeting

Date & Time Thursday, September 19, 2024, 2pm
Location Milwaukee Metropolitan Sewerage District, 260 W Seeboth St
Attendees Andy Kaminski, PE – Senior Project Manager, MMSD
Amy Hansel – President, CEO, Communities of Crocus
Kevin Allebach, RA – Principal, HGA
Patricia Chin – Civil Engineering Associate, HGA

Key Discussion Points

- 1 Background information on the existing MMSD Wetlands
 - a Wetlands were designed and constructed as part of a community based Green Infrastructure (GI) program aimed at implementing GI solutions at a larger and faster scale
 - b Funding for the project was contingent upon wetland creation
 - c The design of the existing wetlands did not account for future impervious cover considerations, instead leaving that to the future developer
- 2 Additional information regarding the wetlands
 - a The wetlands are encompassed by a Limited Term Conservation Easement, created with the intent of protecting the wetlands established with their construction
 - b The Conservation Easement establishes protocols and schedules for maintenance of the wetlands
 - i Timeline
 - 1 The first 5 years of the easement term the wetlands will be maintained by Corvias Infrastructure Solutions (CIS)
 - 2 The remaining 5 years will require the landowner of the property to uphold the maintenance procedures
 - ii Maintenance
 - 1 Maintenance currently consists of full mowing twice per year (early Spring and late Fall), along with occasional herbicidal treatments to remove invasive species
 - 2 Wetlands should generally be left undisturbed outside of these activities to allow wetland vegetation to take hold
 - 3 Maintenance will theoretically be the most costly during the first 3 years while wetland vegetation is being established
- 3 Impacts of the Communities of Crocus Development
 - a The existing ponds limit access to the natural lows on site to outlet stormwater from this site. We discussed the feasibility/requirements for this development to discharge to the ponds as a transitory means to reach the floodplain
 - i The conservation easement was established with the intent to protect and maintain the wetlands. MMSD feels that it will be possible to outlet to the wetland ponds, but will need to review any designs and alternative options for discharge, so long as

- 1 Any wetlands disturbed by this construction are restored by the developer
 - 2 Rip-rap is added at discharge points to mitigate potential for erosion issues
 - a Any erosion issues that arise will be the responsibility of the developer to repair
 - 3 Stormwater release rates are in compliance with the standards set forth by the City of Franklin
 - a No concerns regarding changes to the flow rates and affects on the wetland plantings
 - 4 Wetland capacity is confirmed following the addition of flows from the new development
 - 5 Drivable access to the wetlands is preserved for maintenance and upkeep purposes
- 4 Additional items discussed
- a Encroachment into the Conservation Easement with construction equipment and site grading is permissible so long as the overall drainage patterns to the wetlands are not altered and wetland integrity is maintained
 - b Total Suspended Solids (TSS)
 - i Potential for usage of the ponds to address phosphorus reduction, will need approval from MMSD & City of Franklin
 - ii Sediment deposit cannot negatively impact the wetlands and would need to be addressed prior to release of stormwater into the wetlands
 - c Likelihood of high groundwater in this area will make infiltration of stormwater difficult, discussed potential options for alternative GI opportunities
 - i Rain Guardian Turret an outfall structure used to collect sediment prior to discharge This would require regular maintenance to remove sediment buildup
 - ii Variation to Bioswale design to improve TSS removal despite high groundwater

Next Steps

- 1 Official approval from MMSD will be required to move forward with any construction proposed within the limits of the Conservation Easement
- 2 A memo should be submitted to MMSD at the 30% design stage requesting permission to connect through the ponds The memo will include
 - a Statement of intent
 - b Proposed actions to incorporate GI-based stormwater management practices
 - c Limitations of the site and development that inhibit GI practices
 - d Alternative means that have been explored and the reason for being discounted

[illegible][illegible]

7521 S 31st ST
FRANKLIN, WI 53132



© 2013 MATH 11404.1, GSE11404.2, AP Calculus AB, and AP Calculus BC

ADJACENT PROPERTY OWNERSHIP

- [illegible]

COMMUNITIES OF
CROCUS.
CAMPUS PLAN

7521 S 31st ST
FRANKLIN, WI 53132

[illegible]

NOTES

- 1) DILATIONS MADE BY ONE-THE-GROUND SURVEY. SUCH DILATIONS MAY BE THE RESULT OF THE FOLLOWING: (A) THE WATER MAIN MAY BE OPEN ON ONE OF THE SUBJECT PROPERTY BUTTERS AND DAMAGES MEASURED FROM THE SAID DILATIONS MAY NOT REFLECT THE ACTUAL LIMITS DILATIONS WITH THESE FEATURES DUE TO GROUNDS OR ADJACENT PROPERTY NOT SURVEYED OR THE DILATIONS MAY NOT BE THE FINAL LOCATION, SIZE OR DESIGN OF THE PROPOSED MAIN DROUGHT OR ASSOCIATED COMPONENTS.
- 2) ASSIGNMENT TO PROTECTED FEATURES MAY BE ASSIGNED AS REQUIRED BY THE CITY OF TAMPA IN LOG

SECONDARY
ENVIRONMENTAL
CORRIDOR &
CONSERVATION
ELEMENTS

3-EX

1. **Introduction**

233 E 631 Erie Street
Milwaukee, Wisconsin 53202
Telephone 414/278-8200

ADJACENT PROPERTY OWNERSHIP

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COMMUNITIES OF
CROCUS -
CAMPUS BLAN

7521 S 31st ST
FRANKLIN, WI 53132

[illegible]

**FLOODWAY AND
SHORELAND
SETBACK
EXHIBIT**

DATE	AMOUNT PAID	AMOUNT CREDITED

Ex - 4

COMPETING FINANCIAL INTERESTS



NOTES

- 1) DECISIONS MADE BY THE CHAIRMAN AND/OR SURVEYOR, SUCH AS WEILANDS BOUNDARY AND THE ORDINARY TOWN WATER MARK, ARE SHOWN ONLY ON THE SUBJECT PROPERTY BUTTERS AND SLICES MEASURED FROM THESE INDICATIONS MAY NOT REFLECT THE ACTUAL CHOICES ON ADJACENT PROPERTY NOT COVERED BY THIS LAYOUT. SHOWN ON THIS DRAWING IS INTENDED TO BE SYMMETRIC AND DOES NOT REPRESENT THE FINAL LOCATION, SIZE OR POSITION OF THE PROPOSED BUILDINGS.
- 2) ADDITIONAL PROPOSED FEATURES WILL BE ADDRESSED AS REQUIRED BY THE CITY OF FARMINGTON AT THE TIME OF THE SITE PLAN APPROVAL.

LEGEND

- [illegible]

533 East Erie Street
Milwaukee, Wisconsin 53202
Telephone 414 278.3200

RECEIVED: 17 APRIL 2006; REVISED: 12 JULY 2006; ACCEPTED: 12 JULY 2006

COMMUNITIES OF
CROCUS -
CAMPUS PLAN

7521 S 31st ST
FRANKLIN, WI 53132



**DRAINAGE
BOUNDARY
EXHIBIT
(EXISTING)**

DATE 10/16/14 BY JSC

PROVIDE \$1 BUCKLE WITH

Ex - 5

Notation: $\mathcal{C}(\mathbb{R}^n)$ is the space of continuous functions on \mathbb{R}^n .



STRUCTURAL ISOMERISM
WE CAN HAVE TWO DIFFERENT STRUCTURES
WITH THE SAME MOLECULAR FORMULA

[illegible]

7521 S 31st ST
FRANKLIN, WI 53132



NOTES

[illegible]

**DRAINAGE
BOUNDARY
EXHIBIT
(PROPOSED)**

9,700 kg nitrogen

9-Ex



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS & RECOMMENDATIONS	Annual Report of the City of Franklin's Tourism Commission Activity and 2025 Budget	ITEM NUMBER D.2.

The Chair of the Tourism Commission, Lance Schafer, Director of Economic Development, John Regetz, and associates will report on the activities and expenditures of the Tourism Commission for 2024 and submit its 2025 annual budget as stipulated in Franklin City Ordinance 2016-2244.

COUNCIL ACTION REQUESTED

No action requested. This presentation is for providing an annual report from the Tourism Commission.

Economic Development Department – jgr,

TOURISM COMMISSION
Fund 17

DEPARTMENT: Tourism Commission

PROGRAM MANAGER: Director of Economic Development / Tourism Commission

PROGRAM DESCRIPTION:

The Franklin Tourism Commission was created by ordinance on December 6, 2016, pursuant to Wis. Stat. § 66.0615. The Commission is responsible for coordinating tourism promotion and tourism development within the City and is made up of 5 members, including at least one representative of the Wisconsin hotel and motel industry. The Commission is staffed by the Director of Economic Development.

SERVICES:

- The Tourism Commission will use the room tax appropriated to the Commission for tourism promotion and tourism development in the City;
- The Tourism Commission has contracted with Engage Franklin to promote the City and the Tourism businesses located in the City and provide transient tourist informational services;
- Engage Franklin will conduct marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or motor-coach groups;
- The Tourism Commission will undertake tangible municipal development including, but not limited to, a convention center, research and specific promotions, as well as assisting local tourism entities with a grant program;
- The Tourism Commission will submit a report to the Common council on or before November 1 of each year itemizing its expenditures and proposing its budget for the following year.

STAFFING:

N/A						

ACTIVITY MEASURES:

Activity	2019	2020	2021	2022	2023	2024 *	2025 *
Room Taxes – All Funds	359,042	207,271	406,681	471,578	481,215	495,700	510,600

* Estimate; # Tourism Commission revenue projections

BUDGET SUMMARY:

1. 2018 was the first year of budget expenditures for the Commission with an outlay for tourism and city branding.
2. The 2025 budget was prepared by the Director of Economic Development with direction from the Tourism Commission.
3. Commission expenditures are regulated by Wis. Stats. § 66.0615 and must be used to pursue tourism development and tourism promotion activities.

City of Franklin, WI

Tourism Commission

TOURISM COMMISSION 2025 DRAFT BUDGET 8/21/24

GL NUMBER	DESCRIPTION	2022 Actual Activity	2023 Actual Activity	2024 DEPT REQUEST BUDGET	2024 YEAR END FORECAST	2025 DEPT REQUEST BUDGET
Fund 17 - TOURISM COMMISSION						
17-0000-4022	MOTEL ROOM TAX	319,684	329,314	332,900	343,806	357,420
17-0000-4711	INTEREST ON INVESTMENTS	2,903	10,699	17,000	11,000	11,000
17-0000-4719	MISCELLANEOUS INTEREST	4	0			
17-0000-4730	DONATIONS-Cash	0	0			
	Total Resources	322,591	340,013	349,900	354,806	368,420
LEGAL SERVICES						
17-0651-5212		0	3,948	9,850	4,500	7,500
17-0651-5299	SUNDRY CONTRACTORS	150,000	150,000	249,675	257,855	268,065
17-0651-5311	POSTAGE	244	0	150	-	150
17-0651-5312	OFFICE SUPPLIES	0	0	-	-	-
17-0651-5421	OFFICIAL NOTICES/ADVERTISING	0	0			
17-0651-5424	MEMBERSHIPS/DUES	1,250	0			
17-0651-5425	TOURISM EVENTS	0	0	1,000	1,000	5,000
17-0651-5426	CONFERENCES & SCHOOLS	0	0	1,000	1,000	2,000
17-0651-5432	MILEAGE	0	0	250	250	1,000
17-0651-5440	MARKETING SERVICES	864	93,001	20,000	5,200	15,000
17-0651-5441	ADVERTISING	10,220	0	650	-	1,000
	Grant Program	0	14,805	50,000	50,000	35,000
17-0651-5838	STREETSCAPE-SIGNAGE, BILLBOARDS ETC					
	Total Expenditures	162,578	261,754	332,575	319,805	349,715
	Net Resources (Expenditures)	160,013	78,258	17,325	35,002	18,705



TOURISM COMMISSION 2024 ACTIVITIES

- Amended Naming Rights Agreement with Engage Franklin to accommodate formation schedules;
- Collaborated with Engage Franklin on Room Tax revenue stream;
 - Working with Finance Director to distribute Room Taxes on 70%/30% shares with the Tourism Commission and 75% thereof to Engage Franklin;
- Created Tourism Commission Grant Fund to support tourism projects that create hotel stay nights;
 - Updated Guidelines and developed application form;
 - Awarded funds to three small events, Engage Franklin will handle in the future
 - Funded printing of two Parks Dept. pamphlets
 - Entertained three capital projects, one under consideration

ROOM TAX REVENUE FLOW TO ENGAGE FRANKLIN

- Tourism Commission gets money from overnight hotel stays (split with City)
- Tourism Commission recognizes there is more same day tourism to Franklin than overnight
- Tourism Commission funds Engage Franklin to explore those tourism opportunities (75/25)
- Engage Franklin reports progress and activities to Tourism Commission
- Franklin and Franklin businesses benefit.



Thank you for your interest in working with the Franklin Tourism Commission.

Mission Statement:

The Tourism Commission mission is to promote the City of Franklin, Wisconsin as the premiere destination in Southeastern Wisconsin for fun, business, and entertainment & recreation.

Our Core Values:

- **MARKET:** We engage in marketing activities designed to increase tourism awareness.
- **BRAND:** We brand Franklin as a place that has a high quality of life for both residents and visitors.
- **WELCOME:** We support visitors and businesses.
- **DEVELOP:** We partake in activities designed to bring additional revenue streams to the commission and city.

Please keep in mind that by state statute, Tourism Commission funds must be used for tourism promotion and development that is *likely to generate paid overnight stays* at local hotels.

• • •

If you would like to request funds or assistance from the Tourism Commission, we invite you to present at one of our monthly meetings, as our agenda allows. Please keep in mind the above mission and core values when making your request, and be prepared to provide answers to the following questions:

- Requesting Organization & Contact Info
- Event/Project Description & Timing
- Impact on Lodging. How does your request translate to overnight tourism for the City? (i.e. how will this request get us "heads in beds"?)
- Event/Project Budget. Please include the full budget for your event or project as well as the amount you are requesting from the Tourism Commission. If necessary, prioritize your needs clearly so we know where you need the most support.
- Use of Funding Support. Please describe in detail how the funds from the Tourism Commission will be specifically utilized.

You may choose to present a written document or presentation, or you may talk to each of these points, but please make sure all the above questions will be answered when making your request.



**CITY OF FRANKLIN
TOURISM GRANT PROGRAM
APPLICATION**

Date

Tourism Commission Use Only

Application Number:

Amount Requested: _____

Section 1: Applicant Information / Description of Organization

Applicant

Address	City	State	ZIP Code
Authorized Representative	Title	Telephone Number	
Contact Person	Title	Telephone Number	
E-Mail Address	Fax Number		

Background of organization

Mission and Objectives of organization

Target Markets of organization

TOURISM GRANT PROGRAM - GRANT APPLICATION

Section 2: Project Information
Project Title
Detailed Project Description
Expected Outcomes
What are the project's attendance goals
Please identify how this project/program will specifically be able to generate paid overnight stays in hotels within the City of Franklin, WI.
What are the Specific Geographic and Market Targets for the Project?

TOURISM GRANT PROGRAM - GRANT APPLICATION

Section 2: Project Information (Continued)

Timeline For Implementation

Staffing Requirements

Section 3: Financial Information

Plans For Sustaining the Project's Funding Upon the Expiration of the Grant

List Project Funding Sources, Amounts and Budget Percentage

Explain in Detail How the Tourism Commission Funds will be used in the Project.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/6/2024
	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN ENVIRONMENTAL SERVICE RECYCLING AGREEMENT WITH VEOLIA ES TECHNICAL SERVICES LLC.	ITEM NUMBER H.3.
<p>Background: The City of Franklin Health Department has outdated medical supplies in need of recycling. Upon contacting the Milwaukee Metropolitan Sewerage District in regards of ways to recycle this waste, they directed us to Veolia ES Technical Services LLC for our recycling needs.</p> <p>Recommendation: The Director of Health and Human Services recommends approval to execute the 2024 Veolia ES Technical Services LLC Environmental Services Recycling agreement with a one time total cost of \$1,124.96.</p> <p>Fiscal Note: The funds to recycle these medical supplies will be allocated from the Health Department's current medical supply budget.</p> <p>The contract has been sent to the City of Franklin legal counsel for review in September 2024 with no changes recommended.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>Adopt Resolution 2024-_____, A Resolution Authorizing Certain Officials to Execute the 2024 Veolia ES Technical Services LLC Environmental Services Recycling agreement with a one time total cost of \$1,124.96.</p>		

Health Department: LG

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 11/6/2024

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
ENVIRONMENTAL SERVICES AGREEMENT WITH VEOLIA ES TECHNICAL
SERVICES LLC FOR WASTE DISPOSAL.

WHEREAS, the City is in need of disposing of outdated medical supplies; and

WHEREAS, the City of Franklin Health Department contacted the Milwaukee Metropolitan Sewerage District in regards to recycling this waste; and

WHEREAS, the Milwaukee Metropolitan Sewerage District directed the Franklin Health Department to Veolia ES Technical Services LLC for such services; and

WHEREAS, Veolia ES Technical Services LLC offers recycling services for such medical supplies and waste, and the Common Council having determined the services to be provided by an experienced service provider are in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin Health Department Agreement with Veolia ES Technical Services LLC, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, Director of Finance and Treasurer and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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 ____

A G R E E M E N T

This AGREEMENT, is made and entered into this 2nd day of October 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and (hereinafter "CONTRACTOR"), Veolia Es Technical Services, LLC, W6490B Specialty Dr., Greenville, WI 54942 whose principal place of business is environmental services and waste recycling.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide mercury waste recycling;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for mercury recycling, as described in CONTRACTOR's proposal to CLIENT dated October 2, 2024, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$1,709.96, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$1,709.96. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Lauren Gottlieb will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Terry Gerner CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. General/Commercial Liability (<i>Must have General/Commercial</i>)	<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>
B. Automobile Liability (<i>Must have auto liability</i>)	<p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
C. Contractor's Pollution Liability (<i>If applicable</i>)	<p>\$1,000,000 per occurrence \$2,000,000 aggregate</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>

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 <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)	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) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of October 15, 2024.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 7 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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


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

CITY OF FRANKLIN, WISCONSIN

BY _____

PRINT NAME John R Nelson

TITLE Mayor

DocuSigned by

5AEB4A93D45B45A
Mike Roth
BY _____
PRINT NAME _____
TITLE Inside Sales Manager

DATE 10/15/2024 _____

DATE _____

BY _____

PRINT NAME. Danielle L. Brown

TITLE Director of Finance and Treasurer

DATE _____

BY: _____

PRINT NAME. Shirley J Roberts

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/06/2024
Reports and Recommendations	Clear Channel Outdoor Media Volition Franklin Contract	ITEM NUMBER 15.4.
<p>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.</p> <p>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 two billboards promoting safe medication disposal and mental health awareness.</p> <p>The contract agreement has been reviewed by the City attorney and approved for signature pending Council approval.</p> <p>Fiscal Note: The contract total of \$2,620 will be paid by a current Drug Free Communities Grant. There will be no impact to the City of Franklin budget for these expenses</p>		
<p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to approve the execution of the Clear Channel Outdoor Media Volition Franklin Contract</p>		

Health Department: MC

ACCOUNT EXECUTIVE

Inna Cromer
InnaCromer@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

908 Silvermail Rd
Pewaukee, WI 53072

ORDER #1240329-MKE

Volition Franklin - 2025 - 03/31/2025

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	#001369 - Hwy 100 SS 0.3mi E/O 76th St F/E - 1 - 10'5" x 22'8"	3/31/2025	4-Week	\$1,200.00	1 0	\$1,200.00
Poster	#001370 - Hwy 100 SS 0.3mi E/O 76th St F/E - 2 - 10'5" x 22'8"	4/28/2025	4-Week	\$1,200.00	1 0	\$1,200.00

PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Milwaukee eco poster	3/31/2025	1	\$110.00	\$110.00
Milwaukee eco poster	4/28/2025	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	\$220.00
TOTAL	\$2,620.00

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 ccoobilling@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 shellers, 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 276829 10/22/2024 8:02 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 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 a "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.

i 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 11/6/2024
	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A 2024 HEALTH DEPARTMENT PROJECT AGREEMENT WITH EMMONS BUSINESS INTERIORS.	ITEM NUMBER 15.

Background: The City of Franklin Health Department serves residents daily. Many of these daily encounters include clinical services and counter services. These services involve regular distribution of materials which pose storage challenges within the department. The need for new and additional storage within the Health Department has been an ongoing issue of space with storing counter-service items, general office supplies, and other grant-funded supplies which need to be readily accessible for the general public. Currently the Health Department is utilizing a combination of built-in storage cabinets and filing cabinets. The current built in storage is very old and is becoming less and less functional. The filing cabinets do not offer adequate storage space and are not designed for the present storage needs.

The Franklin Health Department was awarded grant funding to update various components of the Health Department for improved functionality and workflow efficiencies. These renovations include updated cabinetry within the Health Department as well as within Exam Rooms one, two, and three in the Health Wing. The updates to the clinical spaces will improve service delivery and workflow. The Franklin Health Department offers vaccines for the Vaccines for Children Program through these spaces for those who need access to vaccination and are uninsured or underinsured. We also offer other vaccinations and services within the space and the cabinets will allow for storage of clinic supplies.

The Health Department met with five different companies for quotes on the project. One did not submit a price quote and of the four remaining, Emmons Business Interiors (EBI) was selected based on pricing and their design concept capturing the functionality need. The project price is \$33,817.85. The standard form has been completed, and the agreement has been sent to the City Attorney for review.

Recommendation: The Director of Health and Human Services recommends approval to execute the 2024 Emmons Business Interiors agreement.

Fiscal Note: The Franklin Health Department was awarded grant funding to cover the total cost of this project of \$33,817.85.

The contract has been sent to the City of Franklin legal counsel for review.

COUNCIL ACTION REQUESTED

Adopt Resolution 2024-_____, A Resolution Authorizing Certain Officials to Execute the 2024 Emmons Business Interiors agreement with a one time total cost of \$33,817.85.

Health Department: LG

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 11/6/2024

RESOLUTION NO. 2024-_____

**A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A 2024 HEALTH
DEPARTMENT PROJECT AGREEMENT WITH EMMONS BUSINESS INTERIORS**

WHEREAS, the City of Franklin Health Department serves residents daily; and

WHEREAS, the City of Franklin Health Department services involve distribution of materials and clinical services which pose storage challenges within the department; and

WHEREAS, the City of Franklin Health Department has been awarded a grant to update the storage and cabinetry within the Health Department to address these challenges; and

WHEREAS, Emmons Business Interiors was selected for the project based on pricing, and the design concept capturing the functionality need, and the Common Council having determined the services to be provided by an experienced service provider are in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin Health Department Agreement with Emmons Business Interiors, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, Director of Finance and Treasurer and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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 ____

A G R E E M E N T

This AGREEMENT, is made and entered into this ____ day of November 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Emmons Business Interiors, (hereinafter "CONTRACTOR"), whose principal place of business is N115W18500 Edison Drive, Germantown, WI 53022.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide ordering and installation of cabinetry within the Franklin Health Department and Health Wing Exam Rooms 1, 2, and 3;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for cabinetry in the Health Department and Health Wing Exam Rooms 1, 2, and 3, as described in CONTRACTOR's proposal to CLIENT dated October 31, 2024, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$33,817.85, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$33,817.85. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Franklin Health Department will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Steven Mast CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. General/Commercial Liability (<i>Must have General/Commercial</i>)	<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>
B. Automobile Liability (<i>Must have auto liability</i>)	<p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
C. Contractor's Pollution Liability (<i>If applicable</i>)	<p>\$1,000,000 per occurrence \$2,000,000 aggregate</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

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 <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)	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) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of November 7, 2024.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 7 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: John R. Nelson

TITLE: Mayor

Emmons Business Integrators

BY: *[Signature]*

PRINT NAME: *Curtis M. Mauter*

TITLE: *Director of Operations*

DATE: _____

DATE: 10/31/2024

BY: _____

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

Emmons Business Interiors
N115 W18500 Edison Drive
Germantown, WI 53022
Phone: (262)255-5500
www.ebiweb.com



Prepared For:

Franklin Health Department

9229 W. Loomis Road
Franklin, WI 53132

CONTACT

Sales | Steve Mast
smast@cowiweb.com
414-425-9101

Designer | Samantha Stadler
sstadler@ebiweb.com
206-042

QUOTE

Millwork Options

10/31/2024
9:25:20 AM

Valid Until: 30 Days From Above

LINE	PRODUCT TAG	QTY	PRODUCT	UNIT SELL	EXT SELL
Exam Room 1					
1	Exam Room 1	2	Plastic Laminate Splash, 4" x 96" Rectangle w/ Square Corners Folkstone Matching 3mm Edgeband	\$140.00	\$280.00
2	Exam Room 1	1	Plastic Laminate Top, 24" X 87" Rectangle w/ Square Corners Folkstone Matching 3mm Edgeband	\$256.67	\$256.67
3	Exam Room 1	1	Base Filler, 6"W x 48"H Sleeping In Matching 3mm Edgeband	\$23.33	\$23.33
4	Exam Room 1	1	LH Door Base Cabinet, 1 Adj. Shelf, 1 drawer, 18"W x 22"D x 34.5"H, Unfinished ends, Locking Sleeping In Matching 3mm Edgeband	\$523.16	\$523.16
5	Exam Room 1	1	Double Door Base Cabinet, 1 Adj. Shelf, 1 Drawer, 24"W x 22"D x 32.5"H. Unfinished ends, Locking Sleeping In Matching 3mm Edgeband	\$628.14	\$628.14
6	Exam Room 1	1	Sink Base w/ Fixed Panel, 36"W x 22"D x 34.5"H, Unfinished ends, Locking Sleeping In Matching 3mm Edgeband	\$535.16	\$535.16
7	Exam Room 1	1	Base Filler, 9"W x 48"H Sleeping In Matching 3mm Edgeband	\$29.94	\$29.94
8	Exam Room 1	6	Ignition Sled Bse Guest Chair Fixed Nylon Glide 4-Way Brownstone Grade 1 Uph Emphasis Graphite Black	\$287.45	\$1,724.70
9	Exam Room 1	1	Preside 29.5H Footed Base for 30x60 Top P1 Paint Opts Fossil	\$472.00	\$472.00

LINE	PRODUCT TAG	QTY	PRODUCT	UNIT SELL	EXT SELL
10	Exam Room 1	1	Preside 60W x 30D Rectangular Shaped Laminate Top 2MM/Flat Fossil No Grommets Grd L1 Standard Laminates Handspun Pearl	\$295.94	\$295.94
11	Exam Room 1	1	Kick Trim Panel, 96"W x 4"H, Field Cutting Required Black	\$69.61	\$69.61
12	Exam Room 1	2	Wall Return Filler, 6"W x 14"D x 30"H Sleeping In Matching 3mm Edgeband	\$67.67	\$135.34
13	Exam Room 1	2	Double Door Wall Cabinet w/ Adj. Shelves, 24"W x 14"D x 30"H, Unfinished Ends, Locking Sleeping In Matching 3mm Edgeband	\$449.56	\$899.12
14	Exam Room 1	1	Double Door Wall Cabinet w/ Adj. Shelves, 30"W x 14"D x 30"H, Unfinished Ends, Locking Sleeping In Matching 3mm Edgeband	\$479.94	\$479.94
Subtotal for: Exam Room 1					\$6,353.05
Exam Room 2					
15	Exam Room 2	1	Plastic Laminate Splash, 4" x 96" Rectangle w/ Square Corners Folkstone Matching 3mm Edgeband	\$140.00	\$140.00
16	Exam Room 2	1	Plastic Laminate Top, 24" X 51" Rectangle w/ Square Corners Folkstone Matching 3mm Edgeband	\$201.83	\$201.83
17	Exam Room 2	2	Base Filler, 6"W x 48"H Sleeping In Matching 3mm Edgeband	\$23.33	\$46.66
18	Exam Room 2	1	Double Door Sink Base w/ Fixed Panel, 48"W x 22"D x 34.5"H, Finished Left End, Locking Sleeping In Matching 3mm Edgeband	\$665.83	\$665.83
19	Exam Room 2	1	Kick Trim Panel, 96"W x 4"H Black	\$69.61	\$69.61
20	Exam Room 2	2	Wall Return Filler, 6"W x 14"D x 30"H Sleeping In Matching 3mm Edgeband	\$67.67	\$135.34
21	Exam Room 2	1	Double Door Wall Cabinet, 1 Verticle Divider & Adj. Shelves, 48"W x 14"D x 30"H, Finished Left End, Locking Sleeping In Matching 3mm Edgeband	\$712.16	\$712.16
Subtotal for: Exam Room 2					\$1,971.43

LINE	PRODUCT TAG	QTY	PRODUCT	UNIT SELL	EXT SELL
Exam Room 3					
22	Exam Room 3	2	Plastic Laminate Splash, 4" x 96", Rectangle w/ Square Corners Folkstone Matching 3mm Edgeband	\$140.00	\$280.00
23	Exam Room 3	1	Plastic Laminate Top, 24" x 41" Rectangle w/ Square Corners, Field Joint & Sink Cut Out Folkstone Matching 3mm Edgeband	\$229.44	\$229.44
24	Exam Room 3	1	Plastic Laminate Top, 24" x 96" Rectangle w/ Square Corners, Field Joint Folkstone Matching 3mm Edgeband	\$279.61	\$279.61
25	Exam Room 3	1	Base Filler, 6"W x 48"H Sleeping In Matching 3mm Edgeband	\$23.33	\$23.33
26	Exam Room 3	1	Pedestal Option to Edge Any Side, 22"W x 34.5"H Sleeping In Matching 3mm Edgeband	\$89.44	\$89.44
27	Exam Room 3	1	Curved Pedestal Support, 22"W x 35"H Sleeping In Matching 3mm Edgeband	\$89.44	\$89.44
28	Exam Room 3	1	Double Door Base Cabinet, 1 Adj. Shelf, One Drawer, 36"W x 22"D x 32.5"H, Finished Right End, Locking Sleeping In Matching 3mm Edgeband	\$783.70	\$783.70
29	Exam Room 3	1	Double Door Sink Base w/ Fixed Panel, 36"W x 22"D x 34.5"H, Unfinished Ends, Locking Sleeping In Matching 3mm Edgeband	\$535.16	\$535.16
30	Exam Room 3	1	Double Bowl Drop In Sink, 23.25" x 18.5" x 10", Faucet To Be Supplied By Others	\$474.06	\$474.06
31	Exam Room 3	2	Ignition Sled Bse Guest Chair Fixed Nylon Glide 4-Way Brownstone Grade 1 Uph Emphasis Graphite Black	\$287.45	\$574.90
32	Exam Room 3	2	Kick Trim Panel, 96"W x 4"H Black	\$69.61	\$139.22
33	Exam Room 3	2	Wall Return Filler, 6"W x 14"D x 30"H Sleeping In Matching 3mm Edgeband	\$67.67	\$135.34
34	Exam Room 3	2	Double Door Wall Cabinet w/ Adj. Shelves, 30"W x 14"D x 30"H, Unfinished Ends, Locking Sleeping In Matching 3mm Edgeband	\$479.94	\$959.88

LINE	PRODUCT TAG	QTY	PRODUCT	UNIT SELL	EXT SELL
35	Exam Room 3	2	Double Door Wall Cabinet w/ Adj. Shelves, 36"W x 14"D x 30"H, Unfinished Ends, Locking Sleeping In Matching 3mm Edgeband	\$511.05	\$1,022.10
Subtotal for: Exam Room 3					\$5,615.62
Large Storage A					
36	Large Storage A	1	Plastic Laminate Top, 24" x 60" Rectangle w/ Square Corners Folkstone Matching 3mm Edgeband	\$192.11	\$192.11
37	Large Storage A	2	Three Drawer Base Cabinet, 30"W x 22"D x 34.5"H, Unfinished Ends, Non Locking Sleeping In Matching 3mm Edgeband	\$684.83	\$1,369.66
38	Large Storage A	1	Tackboard for 60" W Wallmount Tackboard Grd A Fabric Reflection Pewter	\$205.32	\$205.32
39	Large Storage A	2	Kick Trim Panel, 96"W x 4"H Black	\$69.61	\$139.22
40	Large Storage A	2	Tall Return Filler, 6"W x 22"D x Sleeping In Matching 3mm Edgeband	\$52.11	\$104.22
41	Large Storage A	1	Double Door Tall Cabinet w/ Fixed Shelf and Adj. Shelves, 36"W x 22"D x 34.5"H, Finished Right End, Non Locking Sleeping In Matching 3mm Edgeband	\$1,252.61	\$1,252.61
42	Large Storage A	1	Double Door Tall Cabinet w/ Fixed Shelf, and Adj. Shelves, 36"W x 22"D x 84"H, Finished Left End, Non Locking Sleeping In Matching 3mm Edgeband	\$1,252.61	\$1,252.61
43	Large Storage A	2	Double Door Wall Cabinet w/ Adj. Shelves, 30"W x 14"D, 30"H, Unfinished Ends, Non Locking Sleeping In Matching 3MM Edgeband	\$456.94	\$913.88
Subtotal for: Large Storage A					\$5,429.63
Large Storage B					
44	Large Storage B	1	Plastic Laminate Top, 20" x 73" Rectangle w/ Square Corners, Field Joint Folkstone Matching 3mm Edgeband	\$279.61	\$279.61
45	Large Storage B	2	Plastic Laminate Top, 22" x 68" Rectangle w/ Square Corners, Field Joint Folkstone Matching 3mm Edgeband	\$250.44	\$500.88
46	Large Storage B	1	Plastic Laminate Top, 22" x 70" Rectangle w/ Square Corners, 2 Field Joints Folkstone Matching 3mm Edgeband	\$267.94	\$267.94

LINE	PRODUCT TAG	QTY	PRODUCT	UNIT SELL	EXT SELL
47	Large Storage B	1	Double Door Base Cabinet w/ Verticle Divider and 4 Adj. Shelves, 48"W x 18"D x 39"H, Finished Left End, Locking Sleeping In Matching 3mm Edgeband	\$814.05	\$814.05
48	Large Storage B	3	Double Door Base Cabinet w/ Verticle Divider and 4 Adj. Shelves, 36"W x 18"D x 39"H, Unfinished Ends, Locking Sleeping In Matching 3mm Edgeband	\$674.87	\$2,024.61
49	Large Storage B	1	Double Door Base Cabinet w/ Verticle Divider and 4 Adj. Shelves, 48"W x 18"D x 39"H, Unfinished Ends, Locking Sleeping In Matching 3mm Edgeband	\$744.48	\$744.48
50	Large Storage B	1	Double Door Base Cabinet w/ Verticle Divider and 4 Adj. Shelves, 36"W x 18"D x 39"H Finished Left End, Locking Sleeping In Matching 3mm Edgeband	\$744.44	\$744.44
51	Large Storage B	1	Double Door Base Cabinet w/ Verticle Divider and 4 Adj. Shelves, 36"W x 18"D x 39"H, Finished Right End, Locking Sleeping In Matching 3mm Edgeband	\$744.44	\$744.44
52	Large Storage B	3	Kick Trim, 96"W x 4"H Black	\$69.61	\$208.83
53	Large Storage B	1	Kick Trim Panel, 96"W x 4"H Black	\$69.61	\$69.61
Subtotal for: Large Storage B					\$6,398.89
Short Storage Wall					
54	Short Storage Wall	2	Plastic Laminate Top, 20" x 56" Rectangle w/ Square Corners, Field Joint Sleeping In Matching 3mm Edgeband	\$227.11	\$454.22
55	Short Storage Wall	3	Double Door Base Cabinet w/ Verticle Divider and 4 Adj. Shelves, 36"W x 18"D, 39"H, Finished Both Ends, Non Locking Sleeping In Matching 3mm Edgeband	\$767.67	\$2,303.01
56	Short Storage Wall	2	Kick Trim Panel, 96"W x 4"H Black	\$69.61	\$139.22
Subtotal for: Short Storage Wall					\$2,896.45
X. DESIGN					
57	X. DESIGN	1	DESIGN SERVICES - FREE OF CHARGE	\$0.00	\$0.00
Subtotal for: X. DESIGN					\$0.00
Y. FREIGHT					
58	Y. FREIGHT	1	WBM FREIGHT	\$1,402.78	\$1,402.78

LINE	PRODUCT TAG	QTY	PRODUCT	UNIT SELL	EXT SELL
59	Y. FREIGHT	1	HON FREIGHT - FREE	\$0.00	\$0.00
Subtotal for: Y. FREIGHT					\$1,402.78
Z. INSTALL					
60	Z. INSTALL	1	DELIVERY & INSTALLATION FOR HON ITEMS INCLUDED PER UW CONTRACT #23-5665	\$0.00	\$0.00
61	Z. INSTALL	1	DELIVERY & INSTALLATION FOR WBM ITEMS	\$2,500.00	\$2,500.00
62	Z. INSTALL	1	LABOR TO REMOVE EXISTING CABINETRY IN EXAM ROOM 1, EXAM ROOM 2, AND LARGE STORAGE A	\$1,250.00	\$1,250.00
Subtotal for: Z. INSTALL					\$3,750.00
ZZ. CONTRACT					
63	ZZ. CONTRACT	1	HON UW CONTRACT #23-5665	\$0.00	\$0.00
Subtotal for: ZZ. CONTRACT					\$0.00
GRAND TOTAL					\$33,817.85
Applicable Sales Tax is additional. EBI Terms and Conditions apply.					

Authorized Customer Signature: _____

Printed Name / Title: _____

Date: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/06/2024
Reports and Recommendations	Wisconsin Statewide Health Information Network (WISHIN) agreement for 2024-2025	ITEM NUMBER J.6.
<p>Background: The Wisconsin Statewide Health Information Network (WISHIN) is a statewide health information network that connects physicians, clinics, hospitals, pharmacies, and clinical laboratories across the state. The system supports statewide electronic health information exchange critical for timely client care and communications.</p> <p>Local Health Departments across the state utilize WISHIN in daily work for workflow efficiencies for mandated services.</p> <p>The contract has been sent to the City attorney for review.</p> <p>Recommendation: The Director of Health and Human Services recommends approval to accept and execute the WISHIN agreement for 2024-2025.</p> <p>Fiscal Note: Grant funds will support the WISHIN one time onboarding fee of \$1,500 and the 2024-2025 contract fee of \$3,000.</p>		
<p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to approve the acceptance and execution of the Wisconsin Statewide Health Information Network contract.</p>		

Health Department: LG

City of Franklin Public Health Department

**WISHIN DATA SHARING
PARTICIPATION AGREEMENT**

CONFIDENTIAL

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DATA SHARING PARTICIPATION AGREEMENT

This Data Sharing Participation Agreement ("Agreement") is entered into between the Wisconsin Statewide Health Information Network, Inc., a Wisconsin non-profit corporation ("**WISHIN**"), and the undersigned participant on behalf of itself and its Affiliates ("**Participant**") (collectively, the "**Parties**"), as of _____ (the "**Effective Date**")

RECITALS

WISHIN is organized to improve the quality, safety and timeliness of health services, reduce medical and prescription errors, and reduce health care costs by facilitating the sharing of health information in a manner that complies with all applicable laws and regulations, including without limitation those protecting the privacy and security of personal health information. WISHIN owns and operates an electronic communication network for use by (a) health care providers in delivering of health care or health plan services to patients, and (b) by other persons to whom WISHIN permits access in accordance with WISHIN policies and applicable law. The goal of the network is to support the public and charitable purposes of WISHIN by improving public health and using technology to promote efficiency in the delivery of health care services.

Among Participant's responsibilities is preventing and controlling disease and injury. Participant represents that it constitutes a "public health authority" under HIPAA and that Participant is authorized under HIPAA and state law to collect and receive protected health information to carry out those public health activities.

Participant has requested that WISHIN provide Participant with access to Health Data that will enable Participant to carry out its public health activities. WISHIN agrees to provide Health Data to Participant for those Other Participants who have authorized WISHIN to do so and for so long as authorized by the respective Other Participant.

Participant agrees that, for those public health activities, it will only access such Health Data that is necessary for Participant to perform its public health activities and that it will only access such Health Data for so long as it is a "public health authority" under HIPAA and is authorized under HIPAA and state law to collect and receive protected health information to carry out those public health activities. Participant further agrees that it will use such Health Data in accordance with HIPAA and/or other applicable federal law (including federal orders relating to public health) and Wisconsin law (including applicable orders issued by the State of Wisconsin relating to public health). Participant's access to and use of such Health Data shall otherwise comply with the Participation Agreement.

Either party may terminate the access to such Health Data upon reasonable advance written notice to the other.

Participant desires to have access to WISHIN's System and Services, as such access and Services are identified in Attachment 1 to this Agreement.

Capitalized terms that are not defined when first used in this Agreement have the meanings set forth in Section 27.

AGREEMENT

1. Grant of Right to Use Services.

1.1 Access. During the Term, WISHIN grants to Participant and Participant accepts.

a) a non-exclusive, nontransferable (except as provided herein) sublicense to access and use the System, and

b) a non-exclusive, nontransferable (except as provided herein) sublicense to use any other computer software furnished by WISHIN.

Such access and use is subject to Participant's compliance with the terms and conditions of this Agreement and the WISHIN Policies and Procedures.

Participant has no rights to the System except for the limited rights to access and use the System expressly granted by this Agreement

1.2 Restrictions Participant shall not (a) use the System for time-sharing, rental, or service bureau purposes, (b) make the System or Services, in whole or in part, available to any other person, entity or business, other than as set forth in this Agreement, (c) copy, reverse engineer, decompile or disassemble the System, in whole or in part, or otherwise attempt to discover the source code to the software used in the System, or (d) modify the System or combine the System with any other software or services not provided or approved by WISHIN

1.3 Change and Termination WISHIN reserves the right to change the Services or the System. Changes to the System or the Services that materially reduce, limit, or modify adversely the functionality or levels of service provided, or any changes in the Permitted Purposes (collectively, "**Material Changes**"), shall not be made without the prior approval of WISHIN's Board of Directors and Participant Advisory Board Approval. Such approvals shall include a determination of whether it is technically feasible and financially reasonable for WISHIN to allow a System participant to opt out of participating in the change while still remaining a System participant.

Material Changes shall not be made without at least ninety (90) days prior written notice to Participant, which notice shall include whether it is technically feasible and financially reasonable for Participant to opt out of the change while still being a System participant. If there is a change to Permitted Purposes, Participant may then (a) to the extent that the WISHIN Board of Directors and the Participant Advisory Board have determined that it is technically feasible and financially reasonable for WISHIN to implement, prohibit Other Participants from using Participant's Shared Information for the newly-approved Permitted Purpose, by giving WISHIN written notice of such prohibition at least thirty (30) days prior to the effective date of the newly-approved Permitted Purpose, or (b) if such implementation is not technically feasible and financially reasonable or Participant disagrees with any other Material Change, Participant may elect to terminate this Agreement as of the effective date of the Material Change by written notice to WISHIN that is given at least thirty (30) days prior to the effective date of such Material Change.

1.4 Third-Party Software WISHIN represents that it has all licenses and rights necessary from third parties related to Third-Party Software and Services, provided under this Agreement and required for Participant to use System and any such

Third-Party Software and Services that are used related to the System. This Agreement shall not be construed to limit any use of open-source software in accordance with the applicable free software license, provided, however, that all such open source software shall be subject to the security and performance standards applicable to WISHIN under this Agreement.

1.5 Support WISHIN shall provide support and assistance to Participant in using the System and the Services, in accordance with Attachment 2, Software Maintenance and Support, and the Policies and Procedures.

2. Access to the System.

2.1 Permitted Uses Subject to the terms of this Agreement, Participant may access and use the System and use the Services only for Permitted Purposes. *Health Care Payers' Permitted Purpose is solely to receive and use Health Data in accordance with Attachment 4, as the same may be amended from time to time by the approval of the WISHIN Board of Directors and Participant Advisory Board Approval. Health Care Payers shall not otherwise have the right to use the WISHIN Pulse feature of the System or otherwise access Health Data.*

2.2 Prohibited Uses Participant and its Authorized Users shall comply with the following restrictions with respect to the System and the Services:

- a) Participant shall not knowingly reproduce, publish or distribute content in connection with the System that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy or other personal or proprietary right.
- b) Participant shall be responsible for its own compliance with all applicable laws, including laws relating to maintenance of privacy, security and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing or offensive messages, or otherwise unlawful material.
- c) Participant shall not knowingly (i) abuse or misuse the System or the Services, including gaining or attempting to gain unauthorized access to the System or, except in accordance with accepted practices, altering or destroying information in the System, (ii) use the System or Services in such a manner that

interferes with other users' use of the System, or (iii) permit the introduction into the System of any program, routine, or data (such as viruses or worms) that does or may disrupt or in any way impede the operation of the System, or alter or destroy any data within it

- d) Notwithstanding any provision to the contrary in this Agreement, Participant shall not use the System or Services for the purpose of exploiting the data of Other Participants to solicit, or make a targeted marketing to, any patients of any Other Participants, to compare patient volumes, prices, practice patterns, or make any other comparison or to aggregate data from Other Participants for any similar exploitation by itself or third parties
- e) Participant shall not use the System or the Services in violation of this Agreement, the Policies and Procedures or any applicable laws of the United States of America, the State of Wisconsin or any other applicable state's laws
- f) All of the foregoing restrictions and prohibition on uses of the System shall equally apply to WISHIN and its contractors

2.3 Participant's Own Systems

- a) Participant shall be solely responsible for Participant's own compliance with any applicable regulatory requirements related to the preservation, privacy and security of its own records that reside on Participant's own systems, including without limitation data backup, disaster recovery, and emergency mode operation. Participant acknowledges that WISHIN does not undertake to provide such services related to records that reside on Participant's own systems. Notwithstanding the foregoing, WISHIN shall provide data backup, disaster recovery services and emergency mode operation for the System, including all Health Data and Confidential Information, as set forth in the Policies and Procedures and as otherwise provided in this Agreement
- b) As permitted by this Agreement, HIPAA and other applicable law (i) Participant may transmit, access and use Health Data for a Permitted Purpose, (ii) any Participant that is a Health Care Provider may merge relevant parts of such Health Data into its own patient medical records, in which case

the Participant shall have a perpetual, irrevocable right to use any such merged Health Data in the Participant's normal course of business, and (iii) any other Participant may, subject to the limitations on its Permitted Purposes, incorporate such Health Data into its own records and use such Health Data solely for its Permitted Purposes and as otherwise limited in this Agreement (for example, for a Health Care Payer, solely in accordance with use cases in Attachment 4 applicable to Health Care Payers, and for public health departments as limited in Section 2.4(a)). The foregoing shall not be construed as a release of any ownership rights Participant has to data that it contributes to the System. Subject to the foregoing, all data, including but not limited to clinical information and patient data provided by Participant in support of this Agreement, either in its original form or de-identified, including all content and other materials comprising the data ("Participant's Data") are owned by, and shall remain the sole property of Participant. This Agreement does not convey to WISHIN or any other party any title in or to, or ownership of, the Participant Data or of any part thereof, and subject to the Permitted Purposes, WISHIN is prohibited from selling or transferring the Participant Data to any party. Participant understands and agrees that WISHIN may disclose Participant Data to WISHIN's Subcontractors, as necessary for WISHIN to carry out its obligations under this Agreement as long as WISHIN ensures that, and will remain responsible for, any and all of its Subcontractors' compliance with the terms of this Agreement, as applicable. Upon termination or expiration of this Agreement, WISHIN shall destroy or return, and ensure that its Subcontractors destroy or return, any Participant Data to Participant, or, if WISHIN determines that returning or destroying such data is not possible, as approved by Participant, WISHIN shall extend the protections of this Agreement, including the Business Associate Agreement attached hereto, to such Participant Data and not permit any further uses and disclosures of such data.

c) Aggregation and Subpoenas

- (i) Participant shall not use the System to create, produce, or compile records or data of any Other Participants for the

purpose of furnishing such records to third parties, except for a Permitted Purpose or to a business associate of Participant for a Permitted Purpose,

- (ii) If Participant is subpoenaed or otherwise ordered to use the System for the purpose of compiling the data of Other Participants that are not already contained in Participant's records, Participant's shall immediately notify WISHIN prior to making any disclosure and shall not make any such disclosure, unless required to do so by court order, until WISHIN and such other interested parties or Other Participants that are impacted by such disclosure have an opportunity to appear or intervene and protect their respective interests

2.4 Other Participants

- a) Subject to and without limiting the Permitted Purposes, WISHIN initially may permit System participation to the following
 - (i) Health care providers as defined by HIPAA in 45 CFR 160.103,
 - (ii) Medical groups,
 - (iii) Hospitals,
 - (iv) Independent laboratories,
 - (v) Independent radiology service providers,
 - (vi) Chain pharmacies,
 - (vii) Independent pharmacies,
 - (viii) Long-term care facilities,
 - (ix) Home health care programs,
 - (x) Public health departments for Treatment purposes,
 - (xi) Public health departments for public health reporting purposes,
 - (xii) State-contracted Wisconsin Family Care, Partnership, PACE, SSI-Medicaid and Dually Eligible Special Needs Plan (D-SNP) Managed Care Organizations for the purposes of delivering or coordinating care for the members covered under such contracts,

(xiii) Quality organizations not owned by a Health Care Payer, *but solely to receive and use Health Data in accordance with Attachment 4, as the same may be amended from time to time by the approval of the WISHIN Board of Directors and Participant Advisory Board Approval* Quality Organizations shall not otherwise have the right to use the WISHIN Pulse feature of the System or otherwise access Health Data, and

(xiv) Health Care Payers, *but solely to receive and use Health Data in accordance with Attachment 4, as the same may be amended from time to time by the approval of the WISHIN Board of Directors and Participant Advisory Board Approval* Health Care Payers shall not otherwise have the right to use the WISHIN Pulse feature of the System or otherwise access Health Data

(xv) Life, disability income, long-term care, and critical illness insurance companies and organizations *that request and receive health information on behalf of such insurers but solely to request, receive and use Health Data in strict compliance with (A) an authorization that has been executed by the applicable individual, (B) the Gramm-Leach-Bliley Act and all other applicable federal, state and local laws and regulations relating to the privacy, security and use of personal information, and (C) Attachment 4, as the same may be amended from time to time by the approval of the WISHIN Board of Directors and Participant Advisory Board Approval* These insurance companies and other organizations shall not otherwise have the right to use the System or otherwise access Health Data

Not all categories of participants will have the same rights to access and use the System. Access and use rights will be based on the nature of the participant and its appropriate need to use the System, consistent with the Privacy Rule

- b) This list of eligible participant types may be modified by the Board of Directors of WISHIN and Participant Advisory Board Approval upon at least ninety (90) days prior written notice to Participant, which notice shall include whether it is technically feasible and financially reasonable for a Participant to opt out of sharing Health Data with the new participant types while continuing to be a System participant. If there is a change

to the eligible participant types, Participant may then (a) to the extent that the WISHIN Board of Directors and the Participant Advisory Board have determined that it is technically feasible and financially reasonable for WISHIN to implement, prohibit the new, eligible participant types from using Participant's Shared Information, by giving WISHIN written notice of such prohibition at least thirty (30) days prior to the effective date of the newly-approved participant type(s), or (b) if such implementation is not technically feasible and financially reasonable, Participant may elect to terminate this Agreement as of the effective date of the change to eligible participant types, by written notice to WISHIN that is given at least thirty (30) days prior to the effective date of such change

- c) All Participants shall be required to sign a participation Agreement containing substantially similar obligations to those contained in this Agreement, including the obligation to comply with the Policies and Procedures and to be responsible for any business associate, contractor, or workforce member who accesses and uses the System or Services as Authorized Users on its behalf

2.5 Safeguards

- a) Participant and WISHIN shall each implement and maintain reasonable and appropriate administrative, physical and technical safeguards to comply with its obligations under HIPAA and other applicable law. Participant's safeguards also shall comply with WISHIN's Participant Safeguard Checklist and the other Policies and Procedures
- b) Participant shall promptly notify WISHIN of any Security Incident relating to the System of which Participant becomes aware, or any unauthorized use or disclosure of information within or obtained from the System and shall cooperate with WISHIN in investigating the incident and shall take such action, as is practicable, to mitigate any breach or suspected breach. WISHIN shall promptly notify Participant of any Security Incident relating to Participant's Shared Information of which WISHIN becomes aware, or any unauthorized use or disclosure of Participant's Shared Information and shall cooperate with Participant in investigating the incident and

shall take such action, as is practicable, to mitigate any breach or suspected breach

The parties acknowledge and agree that this section constitutes notice by Participant to WISHIN of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to WISHIN shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Participant's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI

2.6 Compliance

Participant and WISHIN each are responsible for their own and their respective employees', subcontractors', and agents' compliance with the terms of this Agreement, HIPAA, the Policies and Procedures, and other applicable laws and regulations. Participant shall be solely responsible for the authorized use of the system by Participant's Authorized Users. WISHIN is solely responsible for the System and Services provided by WISHIN, its subcontractors or agents hereunder.

As between Participant and Other Participants, each shall be responsible for its acts and omissions and not for the acts or omissions of any Other Participant. Notwithstanding anything to the contrary in this Agreement, Participant and Other Participants shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by applicable law.

2.7 Authorized Use

- a) WISHIN authorizes Participant to use the Participant ID assigned to it by WISHIN or WISHIN's designated agent. Participant acquires no ownership rights in the Participant ID or any Authorized User ID, and the Participant ID and Authorized User IDs may be revoked or changed upon as much notice as reasonably practicable only for security reasons in WISHIN's reasonable discretion. Participant shall adopt and maintain reasonable security precautions for its Participant ID and its Authorized User IDs intended to prevent their disclosure to and use by unauthorized persons. Participant shall use reasonable efforts to prevent any

member of its workforce from using an Authorized User ID that Participant has assigned to another person

- b) Participant may permit Participant's Authorized Users to use the System and the Services on behalf of Participant, subject to the terms of this Agreement and the Policies and Procedures Participant shall

- (i) Conduct a reasonable process to determine that granting an individual access to the System as an Authorized User is appropriate. Keep a current list of its current and past Authorized User IDs and to whom each has been assigned,
- (ii) Obtain a unique Authorized User ID from the System for Participant to assign each Authorized User and take efforts to ensure that each such person has access to the System only under his or her Authorized User ID
- (iii) Train all Authorized Users regarding the confidentiality requirements of this Agreement and the Policies and Procedures relating to their access to and use of the System, and be responsible for their compliance with such requirements,
- (iv) Take such disciplinary action as it may deem appropriate against any Authorized User who violates the confidentiality provisions of this Agreement or the Policies and Procedures,
- (v) Report to WISHIN violations of the confidentiality requirements set forth in this Agreement by Participant's Authorized Users
- (vi) Promptly disable and revoke the Authorized User ID upon the termination of employment or change of role of any Authorized User (or if the individual is not an employee, of the termination of the relationship or role with Participant which required that the individual access the System),
- (vii) Take prompt steps so that any Authorized User whose access has been revoked or restricted shall have no further access to the System consistent with the revocation or restriction

2.8 Rights of Authorized Users An Authorized User shall have no rights to access the System, or to use the Services or any Health Data or other information made available therefrom, other than those permitted under this Agreement and as authorized by Participant. Any such rights of an Authorized User shall cease and terminate upon the removal of that Authorized User's access privileges for any reason.

2.9 Discipline and Termination of Authorized Users

- a) Participant shall require that all of its Authorized Users use and access the System only in strict compliance with this Agreement and the Policies and Procedures
- b) Participant shall take appropriate disciplinary action, up to and including termination, against any of its Authorized Users who violate their use restrictions, confidentiality obligations or the Policies and Procedures
- c) WISHIN may terminate System access of any Authorized User temporarily or on a permanent basis if WISHIN determines such termination is necessary for security reasons. When terminating access of a Participant's Authorized User, WISHIN shall notify Participant and explain the basis and support for its action.

2.10 Termination of a Participant Following discussion with a Participant and a reasonable opportunity to cure (if such cure is possible), WISHIN may terminate that Participant's access to the System on a temporary or permanent basis for privacy and security breaches or for failure to take reasonable remedial action when a breach is discovered, including, without limitation (i) failure to cooperate in mitigating damages, (ii) failure to appropriately discipline an Authorized User or other person under the Participant's control for security or privacy violations, or (iii) other actions that undermine the confidence of Other Participants in the effectiveness of System safeguards. When terminating access, WISHIN shall explain to Participant the basis and support for its action. Permanent termination of Participant's access shall terminate this Agreement.

2.11 Professional Responsibility WISHIN is responsible for maintaining the integrity of Participant's Shared Information (and Other Participants' Health Data) that is submitted into the System. Without limiting the foregoing, Participant shall be solely responsible for the medical,

professional, and technical services it provides and WISHIN makes no representations concerning the completeness, accuracy or utility of any information provided by Other Participants, or concerning the qualifications or competence of individuals who placed it there. WISHIN has no liability for the medical services or advice Participant provides to Participant's patients.

2.12 Cooperation. Participant shall reasonably cooperate with WISHIN in the administration of the System, including providing reasonable assistance in evaluating the System and collecting and reporting data reasonably requested by WISHIN for purposes of administering the System. Participant further agrees to reasonably cooperate on any issues relating to WISHIN's participation in the eHealth Exchange (formerly the Nationwide Health Information Network) and any regional health information exchange or network.

3. Making Information Available through the System.

3.1 Purpose of System. The purpose of the System is to facilitate the sharing of patient health information among All Participants.

3.2 Sharing of Data. Following approval from the Participant Advisory Board in accordance with Section 1.3 and upon at least 60 days' advance written notice to All Participants, WISHIN shall from time to time issue Policies and Procedures for the sharing of Health Data, including standards for

- a) The kinds of data to be shared and the required format for such data,
- b) The data made available through the System being complete or identified as being incomplete,
- c) Data being made available through the System in a timely manner, and
- d) When the availability of data shared through the System is controlled by the Participant, availability to other users
- e) Notwithstanding the foregoing or any changes to the Policies and Procedures for sharing of data, the foregoing shall not be construed to permit WISHIN to change the Permitted Purposes without following the procedures in Section 1.3, or otherwise permit WISHIN to share Participant's data in a manner not expressly permitted in this Agreement.

3.3 Sensitive Data, Including Behavioral Health and AODA Records

- a) *Sensitive Data Will Be Disclosed Only in a Medical Emergency*. "Sensitive Data" means Health Data that the disclosing participant has flagged or otherwise prominently identified as sensitive pursuant to the following subsection (b). Sensitive Data shall be released through the System only when the requesting System participant has certified that the subject individual has a medical emergency.

Nothing in this Section 3.3 or otherwise in this Agreement requires Participant to release into the System or otherwise provide any Sensitive Data or other Health Data when Participant believes that releasing or otherwise providing the same may violate any law or regulation.

- b) *Prominent Identification of Sensitive Data and Prohibition on Re-Disclosure, Reporting of Release of Sensitive Data*. When releasing any Sensitive Data into the System, the discloser of the information shall prominently identify the Health Data as being Sensitive Data, in accordance with WISHIN's related Policies and Procedures. When transmitting the Sensitive Data, WISHIN then shall flag or note that re-disclosure of the Sensitive Data is prohibited without patient consent or statutory authorization.
- c) *Notation of Disclosure in Patient's Records*. WISHIN shall maintain a separate Sensitive Data disclosures audit log for Participant and each of the Other Participants that will include the name of the person to whom the Sensitive Data was released and their affiliation to any health care facility, and the date of the release.
- d) *No Psychotherapy Notes, AODA Records Maintained in Connection with a Federally Assisted AODA Program, or Records of HIV Results from a Compelled Test*. All Participants shall not release into the System any Psychotherapy Notes or HIV test results when the test results were obtained from a test that was compelled under Section 252.15(5g) of the Wisconsin Statutes as a result of a circumstance involving a "significant exposure." All Participants also shall not release into the System any records subject to 42 CFR Part 2 (i.e., AODA records maintained in connection with a federally-assisted AODA program), unless the Policies and Procedures are

amended to expressly permit the release of such records

3 4 Accuracy and Format of Data Participant shall use reasonable efforts intended to ensure that Participant's Shared Information

- a) Is current, accurate and (subject to any restrictions imposed by law or this Agreement, including Section 3 9) complete, or if it is incomplete that the record contains an appropriate indication to that effect, and
- b) Complies with any requirements of the Policies and Procedures

3 5 Sharing of Participant's Shared Information Participant authorizes WISHIN to use and disclose Participant's Shared Information only for the Permitted Purposes and as follows

- a) WISHIN may disclose Participant's Shared Information to Other Participants that are Public Health Authorities for public health activities, as permitted by applicable law and to the extent consistent with use cases in Attachment 4 or as otherwise authorized by Participant in writing.
- b) WISHIN may use and disclose Participant's Shared Information for the proper management and administration of WISHIN and the System, and to carry out WISHIN's legal responsibilities. WISHIN may also disclose Participant's Shared Information for such purposes if the disclosure is required by law and WISHIN gives Participant notice of (and to the extent legally permissible, the right to object to) any such disclosure prior to making the disclosure. Without limiting the foregoing, WISHIN may permit access to the System by WISHIN's authorized personnel solely for the purpose of providing the Services hereunder

In order for WISHIN to facilitate the sharing of patient health information among Participant and Other Participants, WISHIN is authorized to manage authorized requests for, and disclosures of, PHI among Participant and Other Participants, create and maintain a master patient index, provide a record locator or patient matching service, provide a longitudinal or community view of patients' information, standardize data formats, implement business rules to assist in the automation of data exchange, and facilitate the identification and correction of errors in health information records

3 6 Disclosures and Additional Use Participant agrees that any disclosure through the System pursuant to Section 3 5 is a disclosure made by WISHIN as a business associate, as defined in HIPAA, of a Participant

3 7 Reliance on Representations Participant acknowledges that in granting access to the System for the purposes as set forth in this Agreement, WISHIN will rely on the assurances of Participant and the Other Participants (and, with respect to any other health information exchange or network for which WISHIN has an InterExchange Data Sharing Agreement, each such exchange/network and its participants and their authorized users) as to (i) their identity and credentials, (ii) the purposes for which they are accessing the System, and (iii) the nature and extent of the information they request and to which they will have access, including that all requests comply with HIPAA's minimum necessary standard. Participant acknowledges that, although the System will contain certain technical safeguards against misuse of the System, WISHIN will rely to a substantial extent on the representations and undertakings of Participant, Other Participants, Authorized Users and, to the extent applicable, the exchanges/networks and their participants and their authorized users for the above-referenced health information exchanges and networks (collectively, "System Users"). Participant agrees that WISHIN shall not be responsible for any unlawful access to or use of Participant's Shared Information by any System Users resulting from misrepresentation to WISHIN or breach of Agreement or violation of the Policies and Procedures by any of the System Users

3 8 Compliance with Privacy Rule Participant and WISHIN shall comply with the standards of the Privacy Rule in permitting any of its Authorized Users access to the System. Participant and WISHIN acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information or health information pertaining to certain classes of individuals. Participant and WISHIN shall comply with the minimum necessary standard under HIPAA when requesting information through the System. Participant is responsible for ensuring that Participant's Shared Information may properly be disclosed for the purposes set forth in this Agreement. In particular, Participant shall

- a) Not make available through the System any information subject to any restriction on use or disclosure that would be prohibited under applicable law,
- b) Obtain any necessary consents, authorizations or releases from individuals

legally required for making their health information available through the System, and

- c) Include such statements (if any) in Participant's notice of privacy practices as may be legally required in connection with Participant's use of the System

3 9 Individuals' Rights Except as provided in the next paragraph Participant shall be solely responsible for affording individuals their rights with respect to Participant's Shared Information, such as the rights of access and amendment, or requests for special restrictions on the use or disclosure of health information, and WISHIN shall not accept or process any requests from individuals for the exercise of such rights Participant shall not undertake to afford an individual any rights with respect to any information in the System other than Participant's Shared Information

Notwithstanding the foregoing paragraph, WISHIN shall administer an individual's ability to opt out (the "Opt Out") of the full sharing his/her PHI that is in the System WISHIN will administer an individual's request to Opt Out with respect to PHI in the System In such case, Other Participants will have access to the PHI only in certain emergency and other situations as established by the Policies and Procedures WISHIN shall also comply with the requirements in the Business Associate Agreement related to any disclosures of an individual's PHI

3 10 Rights in Data As between WISHIN and Participant, all Participant's Shared Information that is sent through, or entered into, the System by Participant shall be deemed to be the exclusive property of Participant. WISHIN shall not claim any rights with respect to such Participant's Shared Information, use or authorize any third-party to use such data, or take any action with respect to such data that is inconsistent with this Agreement WISHIN waives any and all statutory or common law liens it may now or subsequently have with respect to such Participant's Shared Information Participant may retrieve, transport and deliver to third parties Participant's Shared Information, and all manipulations of such data associated with the System and Services and Participant's Shared Information contained in WISHIN's archived data files

4. Business Associate Provisions.

4 1 Compliance with Privacy and Security Rules In using, disclosing and affording access to Participant's Shared Information in accordance with this Agreement, WISHIN shall comply with the Privacy Rule and the Security Rule and other

applicable Wisconsin and federal laws and regulations

4 2 Business Associate Provisions WISHIN and Participant agree to the terms and conditions of the HIPAA Business Associate Provisions set forth in Attachment 6 to this Agreement or as otherwise agreed in writing by the parties

5. Computer Systems.

5 1 Participant's Equipment, Auditing

- a) In order to use the System, Participant acknowledges that it may be necessary for it to acquire, install, configure and maintain the hardware, software and communications systems (the "Equipment") listed or described in any Technical Requirements or the Policies and Procedures, as the same may be amended from time to time If Participant elects to implement its use of the System, Participant shall comply with the specifications set forth in any Technical Requirements or the Policies and Procedures If WISHIN notifies Participant that its Equipment for the implementation and use of the System is incompatible with the System and not in accordance with any Technical Requirements or the Policies and Procedures, Participant shall either eliminate the incompatibility or terminate this Agreement and WISHIN may suspend Services to Participant until Participant does so
- b) WISHIN and Participants shall perform their respective auditing activities as required by the Policies and Procedures

5 2 Participant's Actions Participant is responsible for any damage to WISHIN's computer system, loss of data, and any damage to the System caused solely by the negligence of an Authorized User of Participant or a member of Participant's workforce where Participant would otherwise be responsible for the negligent acts or omissions of such Authorized User under the principles of employment or agency law

5 3 WISHIN Assistance From time-to-time, WISHIN may separately contract with Participant for the provision of goods or services in connection with Participant's implementation or use of the System, provided, however, such goods or services contracts shall not (and shall not be deemed or construed to) alter or amend any provisions of this Agreement

6. Policies and Procedures.

6.1 WISHIN is solely responsible for the development of the Policies and Procedures, which shall be subject to approval of the Board and Participant Advisory Board in accordance with Section 1.3. WISHIN shall notify Participant of any changes in the Policies and Procedures at least ninety (90) days prior to the implementation of the change. However, if the change is required in order for WISHIN or Participant to comply with applicable laws or regulations or if the Board of Directors directs, WISHIN may implement the change and provide notice to Participant within a shorter period of time that WISHIN determines is appropriate under the circumstances. If Participant is unable or unwilling to comply with or implement such Policies and Procedures, Participant may elect to suspend its use of the System or terminate this Agreement immediately without cause upon written notice to WISHIN and receive a pro-rata refund of Subscription and Service Fees that Participant has paid in advance for the balance of the then-current term as such refund is further described in Section 13.2.

6.2 The Policies and Procedures, as amended from time to time, are incorporated by reference into, and made a part of, this Agreement.

7. Training Costs.

Except for such standard training as WISHIN provides as part of WISHIN's implementation services, Participant shall be solely responsible for the participation and costs of training Participant's personnel related to the System and its use. If Participant contracts with WISHIN for such training, WISHIN shall be responsible for providing the appropriate training sessions, instructors, study materials needed to participate and scheduling training sessions at times and places reasonably acceptable to Participant. When offered, Participant may contract with WISHIN for customized training materials. Customized training materials are subject to additional fees.

8. Fees and Charges.

8.1 Subscription and Service Fees Participant shall pay to WISHIN the undisputed Subscription and Service Fees and Miscellaneous Charges set forth in Attachment 5 during the Term and continuation of this Agreement. WISHIN may change its Subscription and Service Fees and Miscellaneous Charges for any renewal term upon thirty (30) days' prior notice to Participant of such change.

8.2 Payment The Subscription and Service Fees and any Miscellaneous Charges shall be due

and payable to WISHIN within thirty (30) days following Participant's receipt of WISHIN's invoice.

8.3 Taxes All charges and fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and Participant agrees to pay any tax (excluding taxes on WISHIN's net income) that WISHIN may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services purchased under this Agreement. Notwithstanding the foregoing, if Participant is exempt from most sales and use taxes and it will not be responsible for the payment of any such taxes to WISHIN if it timely provides WISHIN with a valid exemption certificate. WISHIN shall cooperate with Participant as reasonably necessary to establish with a relevant taxing authority Participant's exemption from tax on the goods and services purchased under this Agreement. In the event such exemption is rejected, Participant shall pay for taxes imposed in conjunction with this Agreement, including sales, use, excise and similar taxes based on or measured by charges payable under this Agreement and imposed under authority of federal, state or local taxing jurisdictions. This Participant obligation specifically excludes foreign, federal, state and local taxes based upon WISHIN's revenues, net income, number of employees, or corporate existence.

8.4 Other Charges Participant is responsible for any charges Participant incurs to connect to the System, such as telephone and equipment charges, fees charged by third-party vendors of products and services. WISHIN shall be solely responsible for all costs and expenses related to its hardware, software, telecommunications connections, data storage, data security and any third-party licenses required to provide the System and Services and fulfill WISHIN's obligations under this Agreement. Participant is not responsible for any portion of WISHIN's obligations and it is not a guarantor or surety of WISHIN's debts or financial dealings.

8.5 No Payment for Protected Health Information All fees charged by, paid to or collected by or on behalf of WISHIN under this Agreement shall be for the rights of Participant and Other Participants to access and use the System and Services as described in this Agreement. WISHIN shall not offer or pay or solicit or receive any remuneration, directly or indirectly, in return for Participant's Shared Information.

9. Confidential Information.

9 1 Neither party shall disclose the Confidential Information of the other party or any Other Participant to any other person and shall not use any Confidential Information of the other party or any Other Participant except for the purpose of this Agreement, or as required by applicable statute, regulation, court order or subpoena (judicial and administrative) Except as otherwise permitted by this Agreement, neither party shall at any time, during or after the Term of this Agreement, directly or indirectly, divulge or disclose Confidential Information of the other party or any Other Participant for any purpose or use Confidential Information for its own benefit or for the purposes or benefit of any other person without the prior written consent of such party or Other Participant Participant or WISHIN shall promptly advise the other party in writing of any improper disclosure, misappropriation, or misuse of the other party's or any Other Participant's Confidential Information by any person, which may come to Participant's or WISHIN's attention. WISHIN shall immediately notify in writing any Other Participant whose Health Data is disclosed, misappropriated, or misused

9 2 Participant and WISHIN each agree that (a) if it fails to comply with its obligations set forth in this Section 9, the other party will suffer irreparable harm, and (b) monetary damages will be inadequate to compensate the other party for any such breach. Accordingly, Participant and WISHIN agree that Participant and WISHIN will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions of this Section 9, immediately and without the necessity of posting a bond

9 3 This Section 9 will survive the termination or expiration of this Agreement for any reason

10. Disclaimers.

10 1 Accuracy of Patient Record Matching Participant acknowledges that there could be errors or mismatches when matching patient identities between disparate data sources Participant is responsible for using reasonable efforts under the circumstances to attempt to verify that any Health Data Participant accesses or receives relates to a particular individual as intended by Participant and for the immediate destruction of any Health Data obtained inadvertently

Patients inappropriately matched must be reported by Participant, within a reasonable time after discovery by Participant, to WISHIN Support All inappropriate matches will be corrected by WISHIN or its subcontractor within 24 hours of being reported

Patient records that should be matched but aren't may be identified by Participant or by WISHIN WISHIN will monitor probable patient matches using a Probable Match Queue The Probable Match Queue shows matches that have between 85% and 95% probability of being a match based on the patient matching algorithms provided in the system (called "Probable Matches") WISHIN will work with Participants to submit corrected patient information through the Participant's interfaces in order to correct patient match issues If Participant is not able to submit corrected information, WISHIN will obtain written permission from Participant(s) for WISHIN to force the match (note that this may require the permission from multiple Participants) Within 7 business days of Participant or WISHIN identifying a Probable Match, WISHIN will begin work with Participant(s) to correctly match the patient

10 2 Incomplete Medical Record, Accuracy of Health Data All Participants acknowledge that Health Data may not include the individual's full and complete medical record or history

Without limiting WISHIN's obligations to maintain the accuracy, integrity and completeness of information as submitted into the System by All Participants and Participant's obligations under Section 3 4, nothing in this Agreement shall be deemed to impose responsibility or liability on Participant or WISHIN related to the clinical accuracy, content or completeness of any Health Data Notwithstanding the foregoing, WISHIN acknowledges that Participant's Shared Information is to be used and the related Health Data is disclosed as a clinical information management and diagnostic tool only and that its use by WISHIN, and Other Participants requires the involvement of trained individuals WISHIN further acknowledges and agrees that Participant does not represent that Participant's Shared Information is sufficient in and of itself to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine Therefore, WISHIN acknowledges that Participant a) has no control of or responsibility for WISHIN's or any Other Participant's use of the Participant's Shared Information and related Health Data and b) has no knowledge of the specific or unique circumstances under which Participant's Shared Information will be used after disclosure by WISHIN The parties and Other Participants agree that, by furnishing Participant's Shared Information, Participant is not providing medical services to patients and is not engaged in the practice of medicine The receipt of Health Data does not absolve Participant and Other Participants of their obligations to exercise independent medical judgment in rendering health care services to its patients and that the

professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing the services. Participant makes no warranty as to the nature or quality of the Participant's Shared Information made available to Other Participants and permitted third parties by WISHIN.

10.3 Carrier Lines Participant acknowledges that access to the System will be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices owned, maintained, and serviced by third-party carriers, utilities, internet service providers (collectively, "Carrier Lines") are beyond WISHIN's control. Except to the extent encompassed by a service level standard and service level credit, WISHIN assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the Carrier Lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the Carrier Lines.

10.4 Other Participants Participant acknowledges that Other Participants have access to the System and Services. Such Other Participants have committed to comply with the Policies and Procedures concerning use of the System, however, the actions of such Other Participants and their Authorized Users are beyond WISHIN's control. Participant agrees that WISHIN is not liable for any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on the System resulting from any actions or failures to act of Other Participants.

10.5 Patient Care Without limiting any of WISHIN's obligations under this Agreement, Participant is solely responsible for all of its patient care decisions resulting from or involving the use of the System or the Services, and neither Participant nor any other person shall have any claim or cause of action against WISHIN as a result of patient care rendered or withheld in connection with the use of the System or the Services. Participant acknowledges that Health Data is disclosed through the System as a clinical information management and diagnostic tool only and that its use by Participant requires the involvement of trained individuals. Participant further acknowledges and agrees that WISHIN and the Other Participants do not represent that the Health Data provided through the System is sufficient in and of itself to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine. Participant agrees that, in

furnishing Health Data, Other Participants and WISHIN are not providing medical services to patients and are not engaged in the practice of medicine.

11. Warranties, Limitations of Liability and Indemnification.

11.1 Warranties WISHIN represents and warrants the following:

- a) WISHIN has the authority to enter into this Agreement.
- b) WISHIN has all appropriate and adequate rights to grant the rights and sublicenses set forth in Section 1.
- c) WISHIN will perform the Services required under this Agreement in a professional and workmanlike manner.
- d) Neither the Services nor the maintenance, support and operation of the System shall be performed outside of the geographic limits of the United States of America.
- e) The System will perform in material compliance with the manuals, technical specifications and user instructions describing the functionality, features, operation, and use of the System. The System will be maintained as a secure system and will maintain the accuracy, integrity and completeness of the information as submitted into the system by All Participants. WISHIN will perform the Services required under this Agreement in a professional and workmanlike manner. In accordance with industry standards. Except as otherwise provided in this Agreement, WISHIN's exclusive obligation, and Participant's exclusive remedy, in the event of a breach of this warranty will be for WISHIN to promptly and accurately re-perform the applicable Services not in compliance with the warranty, provided WISHIN receives written notice from Participant of such breach within thirty (30) calendar days after such Services were originally performed.

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WISHIN MAKES NO EXPRESS OR IMPLIED WARRANTIES TO PARTICIPANT REGARDING THE SYSTEM, THE SERVICES, THE HEALTH INFORMATION MADE AVAILABLE THROUGH THE SYSTEM AND SERVICES OR ANY OTHER DELIVERABLES PROVIDED BY WISHIN OR OTHERWISE.

REGARDING THIS AGREEMENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WISHIN WILL ALSO TAKE COMMERCIALY REASONABLE STEPS TO PERMIT PARTICIPANT TO RECEIVE THE BENEFITS OF ANY WARRANTIES THAT MAY BE OFFERED BY THIRD PARTIES.

THE HEALTH INFORMATION MADE AVAILABLE THROUGH THE SYSTEM IS PROVIDED "AS AVAILABLE" FROM ALL PARTICIPANTS AS SUBMITTED INTO THE SYSTEM.

11.2 Unauthorized Access, Lost or Corrupt Data EXCEPT TO THE EXTENT CAUSED BY OR RESULTING FROM WISHIN'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT, WISHIN IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO PARTICIPANT'S TRANSMISSION FACILITIES OR EQUIPMENT BY INDIVIDUALS OR ENTITIES USING THE SYSTEM OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF PARTICIPANT'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SYSTEM.

11.3 Limitations of Liability Subject to Sections 3.7 and 10, the limitations of liability set forth in this Agreement shall not apply to WISHIN'S intellectual property indemnification or a party's confidentiality obligations (including under HIPAA), a party's gross negligence or willful misconduct, claims for property damage or personal injury (other than claims for personal injury or death arising from medical care or advice) or to the extent of a liable party's insurance proceeds (or, if there are no such proceeds, the amount of any insurance coverage required) under this Agreement EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE. (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR GOODWILL) DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SYSTEM, SERVICES OR ANY OTHER DELIVERABLE UNDER THIS AGREEMENT, WHETHER ALLEGED AS ARISING UNDER A BREACH OF CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) A PARTY'S TOTAL LIABILITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE

FEES PAID OR PAYABLE BY PARTICIPANT TO WISHIN UNDER THIS AGREEMENT FOR THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.4 WISHIN's Intellectual Property Indemnification

- a) Intellectual Property Indemnity WISHIN (either directly or through the licensor of the System Software) shall defend, indemnify, and hold harmless Participant against any third-party claims and damages, judgments, awards and costs (including reasonable attorneys' fees) awarded against Participant and arising out of or related to any claim that Participant's use of the System Software or the Services infringes any copyright, trademark or U.S. patent or misappropriates any trade secret of any third party, including but not limited to any reasonable expense incurred by Participant in assisting WISHIN (or the licensor of the System Software) in defending against such claim. Participant shall give WISHIN (i) written notice within a reasonable time after the earlier of Participant receiving notice of a threatened claim and Participant being served with legal process in an action asserting any such claim, (ii) reasonable assistance in defending the claim, and (iii) authority to settle such claim, provided, however, that Participant may, at its sole discretion and expense, participate in the defense of any claim or action and any negotiations for settlement. WISHIN (or the licensor of the System software) shall not settle any such claim without Participant's consent (which shall not be unreasonably withheld) unless the settlement is solely in exchange for a monetary payment by WISHIN (or the licensor of the System software) and fully releases Participant.
- b) Additional Remedies In the event that the System or Services, or any portion of the System or Services, are held by a court of competent jurisdiction to infringe or constitute the wrongful use of any third party's proprietary rights or if WISHIN determines that the System or Services (or any part of the System or Services) may infringe or constitute the wrongful use of a third party's proprietary rights, WISHIN may instruct Participant and its Authorized Users to cease using the System or Services (or portion of the System or Services) and Participant and

its Authorized Users shall cease using such System or Services WISHIN also shall.

- (i) replace the System or Services, with equally suitable and functionally equivalent non-infringing System or Services,
- (ii) modify the System or Services so that they are equally suitable and functionally equivalent to the alleged infringing System or Services so that the use of such modified System or Services by Authorized Users is not infringing or wrongful, or (iii) procure for Participant and its Authorized Users the right to continue using the System or Services. In the event WISHIN determines that the foregoing remedies are not commercially feasible or reasonable, WISHIN may terminate this Agreement and refund to Participant all fees pre-paid by Participant

- c) Limitation Notwithstanding the terms of Section a), WISHIN will have no liability for an infringement or misappropriation claim to the extent caused by Participant's or an Authorized User's use of the Services or System other than materially in accordance with this Agreement
- d) Other Third-Party Software and Services WISHIN does not warrant any Other Third-Party Software, but WISHIN will take commercially reasonable steps to permit Participant to receive the benefits of any warranties that may be offered by third parties
- e) Exclusive Remedy THIS SECTION 11.4 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF WISHIN, AND PARTICIPANT'S EXCLUSIVE REMEDY AGAINST WISHIN, WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT

12. Insurance.

12.1 Participant Insurance Participant shall obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies and with limits of not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. The terms of this section shall not be deemed to limit the liability of Participant hereunder.

12.2 WISHIN Insurance WISHIN shall maintain in effect, insurance with a carrier with an AM Best's financial performance rating ("fpr") of A- or higher and a minimum financial size category ("fsc") of VII or higher. In the event coverage is denied or reimbursement of a properly presented claim is

disputed by the carrier for insurance described above, upon written request, WISHIN shall provide Participant with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request. The terms of this section shall not be deemed to limit the liability of WISHIN hereunder. WISHIN shall provide, at WISHIN's sole cost and expense, throughout the term of this Agreement, the following insurance types and limits issued by an insurance company authorized to do business in all applicable states: (a) general liability insurance in a minimum amount of \$1,000,000 per claim and \$2,000,000 in the annual aggregate, (b) umbrella insurance, following the form of general liability insurance, at a minimum of \$11,000,000 in the aggregate, (c) automobile liability insurance in a minimum amount of \$1,000,000 per accident, for owned and non-owned vehicles, (d) worker's compensation and employer's liability insurance in amounts required in accordance with applicable laws within the state that work is being performed, (e) fidelity bond insurance in a minimum amount of \$25,000 per claim and in the annual aggregate, (f) professional liability (e and o) insurance in a minimum amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate, and (g) privacy and network security (Cyber Liability) loss arising out of or in connection with loss or disclosure of Confidential Information or PHI, in a minimum amount of \$3,000,000 million per loss. The required limits may be satisfied by a combination of primary and excess policies.

13. Term; Modification; Suspension; Termination.

13.1 Term The initial term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, and thereafter shall renew for successive one-year renewal terms until terminated as provided in this Section.

13.2 Termination upon Notice In addition to the provisions of Section 1.3, WISHIN or Participant may terminate this Agreement at any time without cause upon sixty (60) days prior written notice to the other party. If this Agreement is terminated without cause by either party or with cause by Participant, Participant shall be entitled to a refund of any Subscription and Service Fees that Participant has paid in advance for the then-current term of the Agreement.

13.3 Termination for Cause Either party may terminate this Agreement in the event of a material breach of this Agreement which is not cured to the reasonable satisfaction of the other party within thirty (30) days of delivery of notice of the breach, provided that, if the breach is capable of cure but

not within thirty (30) days, this Agreement shall not be terminated as long as the party in breach commences to cure the breach within thirty (30) days, and diligently pursues the cure to completion

13.4 Intentionally Blank

13.5 Judicial or Administrative Procedures

Either party may terminate this Agreement immediately upon notice to the other if (a) the other party is named as a defendant in a criminal proceeding for a violation of federal or state law, (b) a finding or stipulation that the other party has violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; or (c) the other party is excluded from participation in a federal or state health care program

13.6 Obligations After Termination

- a) Upon termination of this Agreement, Participant shall cease to use the System and WISHIN may terminate Participant's access to the System. Upon termination for any reason, other than WISHIN's wrongful termination, (i) Participant shall remove all software provided by or on behalf of WISHIN under this Agreement from its computer systems, shall cease to have access to the System, and shall return to WISHIN all hardware, software and documentation provided by or on behalf of WISHIN, (ii) WISHIN shall delete all Participant's Shared Information from the System, including any and all copies
- b) All the provisions of Section 9, Confidential Information, Section 10, Disclaimers, Section 11, Warranties, Limitations of Liability, and Indemnification, Section 12, Insurance, and Section 13.6, Obligations after Termination and any other term that by its nature provides for survival shall survive after termination. In addition, where the terms of this Agreement specify that certain provisions will survive termination under certain conditions, those provisions shall survive under the applicable conditions

14. Dispute Resolution.

14.1 WISHIN and Participant understand and agree that the implementation of this Agreement will be enhanced by the timely and open resolution of any disputes or disagreements between such Parties

14.2 Each party hereto agrees to use its best efforts to cause any disputes or disagreements between such Parties to be considered, negotiated in good faith, and resolved as soon as possible

14.3 In the event that any dispute or disagreement between the Parties cannot be resolved to the satisfaction of WISHIN's project manager and Participant's project manager within ten (10) days after either such project manager has notified the other in writing of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred in writing to a vice-president, president or someone of equivalent authority of Participant and the a vice-president or the CEO of WISHIN (or their respective successors) for consideration in good faith

14.4 No resolution or attempted resolution of any dispute or disagreement pursuant to this Article shall be deemed to be a waiver of any term or provision of this Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Further, nothing in this Section 14 shall be deemed to limit a party's access to the court system

15. Applicable Law.

The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of Wisconsin

16. Legal Compliance.

The Parties acknowledge that nothing in this Agreement obligates Participant to refer patients or business to any Other Participant, and Participant's participation in the System shall not be affected by the value or volume of referrals or other business, if any, between Participant and any Other Participant

17. No Assignment.

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Participant and WISHIN. In no event shall consent to assignment be conditioned upon the payment of any fee, however, if Participant assigns or transfers its rights and obligations under this Agreement it must be to an entity who meets the eligibility requirements set forth in Section 2.4 or an Affiliate of such entity

18. Supervening Circumstances.

No party to this Agreement shall be deemed in violation of this Agreement to the extent and for the time period it is prevented from performing any of the obligations under this Agreement by reason of (a) earthquakes or other natural occurrences, (b) nuclear or other civil or military emergencies, (c) acts of legislative, judicial, executive, or administrative authorities, or (d) any other unforeseeable circumstances that are not within its reasonable control where such party has exercised reasonable care under the circumstances. The occurrence of a force majeure event does not limit or otherwise affect WISHIN's obligation to implement its disaster recovery and business continuation plans.

19. Severability.

Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.

20. Notices.

All notices required or permitted under this Agreement shall be in writing and sent to the other party. For WISHIN, notices shall be addressed to the individual designated on the signature page. For Participant, notices shall be addressed to the individual designated as "Legal Contact" on the signature page, with the exception of invoices which shall be sent to the individual designated as "Invoice Contact" if a different individual is designated by Participant. Either party may substitute from time to time the individual designated by written notice to the other and shall be deemed given upon receipt of such notice whether by certified mail, postage prepaid, nationally recognized overnight delivery or personal or courier delivery.

21. Waiver.

No term of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

22. Complete Understanding.

22.1 This Agreement contains the entire Agreement and understanding of the Parties with respect to the subject matter of this Agreement, and

there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement.

22.2 This Agreement supersedes and replaces, as of the Effective Date, any prior Agreement between Participant and WISHIN to the extent encompassed by the Services and data sharing access under this Agreement, provided, however, that those obligations under such prior Agreement as are specified to survive or by their context otherwise would survive shall continue, including but not limited to confidentiality and indemnification obligations and limitations on liability.

22.3 All modifications or amendments to this Agreement shall be in writing, contained in a document whose sole purpose is to amend or modify this Agreement, and signed by authorized representatives of the respective Parties.

22.4 Amendment to Comply with the eHealth Exchange (formerly the Nationwide Health Information Network). Subject to and without limiting the Permitted Purposes, WISHIN may amend this Agreement to enable WISHIN and Participant to participate in and comply with a nationwide health information network. WISHIN shall provide Participant with at least sixty (60) days prior written notice of any such amendment, and Participant then shall have thirty (30) days to provide written notice to WISHIN that Participant is terminating this Agreement. If Participant fails to so notify WISHIN within such thirty (30) days, then the proposed amendment will become effective on the date specified by WISHIN (which date shall in no event be sooner than sixty (60) days after WISHIN provides its amendment notice to Participant).

23. Intended Third-Party Beneficiaries.

It is the explicit intention of the parties hereto that all Other Participants and their respective successors and assigns are third-party beneficiaries of this Agreement and shall be entitled to bring any action to enforce any provision of this Agreement against Participant. Likewise, it is the explicit intention of the parties hereto that Participant and its successors and assigns are third-party beneficiaries of WISHIN's Agreements with all Other Participants for the Services and System, and shall be entitled to bring any action to enforce any provision of such Agreements against any Other Participants.

24. Intentionally Blank.

25. Signature Authority.

The individuals executing this represent and warrant that they are authorized to execute this Agreement on behalf of the Parties.

26. No Federal or State Exclusion.

Participant hereby represents and warrants that it is not and at no time has been (a) excluded from participation in any federally-funded health care program, including Medicare and Medicaid, or (b) ineligible, under Section 16 705(9) of the Wisconsin Statutes, to contract with the State of Wisconsin. Participant hereby agrees to immediately notify WISHIN of any threatened, proposed, or actual exclusion from any federally-funded program, including Medicare or Medicaid, or ineligibility to contract with the State of Wisconsin. In the event that Participant is excluded from any federally-funded health care program or is ineligible to contract with the State of Wisconsin during the Term of this Agreement, or if at any time after the Effective Date of this Agreement, it is determined that Participant is in breach of this section, this Agreement shall, as of the effective date of such exclusion, ineligibility or breach, automatically terminate. WISHIN shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (i) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) and (iii) the State of Wisconsin list of ineligible vendors (available at <http://docs.legis.wisconsin.gov/statutes/statutes/16/IV/705/9?view=section>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal or State of Wisconsin procurement or non-procurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the Term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, WISHIN shall immediately notify Participant of the same. Screened Persons shall not include any employee, contractor or agent who is not providing Services under this Agreement.

WISHIN hereby represents and warrants that it is not and at no time has been (a) excluded from participation in any federally-funded health care program, including Medicare and Medicaid, or (b)

ineligible, under Section 16 705(9) of the Wisconsin Statutes, to contract with the State of Wisconsin. WISHIN hereby agrees to immediately notify Participant of any threatened, proposed, or actual exclusion from any federally-funded program, including Medicare or Medicaid, or ineligibility to contract with the State of Wisconsin, and Participant may then elect to terminate this Agreement upon written notice to WISHIN.

27. Definitions.

For the purposes of this Agreement, the terms set forth in this section shall have the meanings assigned to them below. Terms not defined below (whether or not capitalized) shall have the definitions given them in HIPAA, unless the context requires otherwise.

"Affiliate" shall mean an entity in which Participant (1) is the sole corporate member, (2) has more than a fifty percent (50%) ownership interest, (3) has voting control of membership/ownership interests, or (4) has the ability to elect a majority of the voting control of the governing board. **"Affiliate"** also shall mean any individual or entity with which Participant has a direct or indirect business relationship and which Participant authorizes to use Participant's electronic health record, and any entity which is part of a chain of entities qualifying as an Affiliate under the requirements as set forth in (1) through (4) above. An Affiliate must qualify as permitted type of participant under Section 2.4.

"All Participants" means the Participant and all Other Participants. A list of All Participants can be found at www.wishin.org.

"Authorized User ID" shall mean a unique identification that Participant obtains from the System and assigns to one of Participant's Authorized Users.

"Authorized Users" means those individuals authorized by Participant to have access to the System to assist Participant in providing treatment, obtaining payment for treatment, and/or conducting Participant's, including its Affiliates', health care operations.

"Confidential Information" means any information (a) provided by Participant hereunder in connection with the System or Services, and (b) created or derived by WISHIN through use of, access to, analysis of, the Health Data, Authorized User Data, or Participant's and/or its Authorized Users' use of or access to the System and Services and includes such information regardless of the format or manner in which it is created, maintained or transmitted, including information

concerning Participant's business, financial affairs, current or future products or technology, trade secrets, workforce, customers, identity of patients, the content of any medical records, information regarding Medicare, Medicaid and any other third party payor claims submission and reimbursements, or any other information that is treated or designated by such party or Participant as confidential or proprietary, or would reasonably be viewed as confidential or as having value to a competitor of such party or Participant Confidential Information shall not include information that becomes publicly available or that becomes known to the general public other than as a result of a breach of an Agreement of confidentiality PHI shall be considered Confidential Information, provided that in no event may PHI be disclosed contrary to the requirements in the HIPAA Business Associate Agreement

"Covered Entity" has the meaning set forth at 45 C F R § 160 103 of the HIPAA regulations

"Documentation" means the written specifications and user and technical manuals provided by WISHIN regarding the functionality and operation of the System

"Health Care Operations" has the meaning set forth at 45 C F R § 164 501 of the HIPAA regulations

"Health Care Payer" means a health insurer, health plan or other entity that pays the cost of health care and is subject to HIPAA

"Health Care Provider" means a person or organization that is a health care provider under HIPAA and is licensed or otherwise permitted to provide health care items and services under applicable state law

"Health Data" means information that is requested, disclosed, stored on, made available through, or sent through the System including, but not limited to, protected health information (as defined under HIPAA), and information created or derived by access to or use of the System Health Data includes Participant's Shared Information

"Health Plan" has the meaning set forth at 45 C F R § 160 103 of the HIPAA regulations

"HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule

"HIPAA Business Associate Agreement" or **"Business Associate Provisions"** means the Agreement set forth in Attachment 6, which may be amended from time to time by WISHIN and the Participant

"HITECH Act" means Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub L No 111-5 (Feb 17, 2009)

"InterExchange Data Sharing Agreement" means a WISHIN data sharing Agreement with another health information exchange or network and includes the Data Use and Reciprocal Support Agreement (DURSA) for the eHealth Exchange Each InterExchange Data Sharing Agreement will require the other health information exchange/network to have Agreements with each of its participants that include access and use restrictions substantially similar to the DURSA and, at a minimum, require its participants and their authorized users to (i) comply with applicable laws, including but not limited to HIPAA, (ii) access and use Participant's Shared Information only for a Permitted Purpose, (iii) as soon as reasonably practicable after determining that a breach has occurred, report the breach to the affected party, and (iv) refrain from disclosing to any other person any passwords or other security measure that are issued to an authorized user.

"Miscellaneous Charges" means the miscellaneous charges set forth in Attachment 5, which may be changed in accordance with this Agreement

"Opt Out" means an individual's ability to request from WISHIN certain limitations on the disclosures of his/her PHI in the System

"Other Participants" or **"Participants"** means other entities that have access to the System and have signed a participation Agreement containing an obligation, on terms substantially similar to those contained in this Agreement

"Participant Advisory Board" means an advisory board of System participants

"Participant Advisory Board Approval" means the affirmative vote (by proxy or in person) of, or written consent from, at least two-thirds of the members of the Participant Advisory Board

"Participant ID" means a unique user identification assigned to Participant

"Participant's Shared Information" means Health Data, including health information relating to Participant's patients or enrollees, that Participant and/or its Authorized Users make available to WISHIN under this Agreement

"Payment" has the meaning set forth at 45 C F R § 164 501 of the HIPAA regulations

"Permitted Purposes" means one of the following purposes for which Participant and Other Participants may lawfully disclose, receive and use the Health Data

1 Treatment of the individual who is the subject of the Health Data,

2 Public health activities and reporting as permitted by Applicable Law, including the HIPAA Regulations at 45 C F R § 164 512(b) or 164 514(e), to the extent authorized by Participant in Attachment 1 to this Agreement,

3 The uses set forth in the attached Attachment 4, as the same may be revised from time to time by WISHIN to reflect any additional uses that are approved by the WISHIN Board of Directors and the Participant Advisory Board according to the process set forth in Section 1 3

"Policies and Procedures" means WISHIN's rules, regulations, policies and procedures for access to and use of the System, which WISHIN may, from time to time, change in accordance with this Agreement and post electronically on the System or otherwise furnish to Participant. The initial Policies and Procedures include the WISHIN Privacy Policies, WISHIN System Security Policies and the WISHIN Pulse and DirectPlus Participant Safeguard Checklist

"Protected Health Information" or "PHI" has the same meaning as protected health information under 45 C F R § 160 103 of the HIPAA regulations

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E

"Psychotherapy Notes" means notes recorded (in any medium) by a healthcare provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record. "Psychotherapy Notes" excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and

any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date

"Public Health Authority" means an agency or authority of the United States, a state, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, loss of information downloaded from the System for other than a Permitted Purpose, or destruction of information or interference with system operations in an information system

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C

"Services" means the services and access listed in Attachment 1 to this Agreement and access to other health information exchanges and networks for which WISHIN has an InterExchange Data Sharing Agreement

"Subcontractor" means any third party engaged by WISHIN to assist in the design or operation of the System or in the performance of WISHIN's obligations under this Agreement

"Subscription and Service Fees" means the fees set forth in Attachment 5, which may be changed in accordance with this Agreement

"System" means the electronic communication network operated by WISHIN, including all hardware provided by WISHIN, the System Software and the Third-Party Software used or provided by WISHIN, and all documentation provided by WISHIN in connection with the System, paper or electronic, all as more specifically described on Attachment 3 to this Agreement

"System Software" means the software licensed to WISHIN by its software licensor which consists of the applications and services described under Description of the System in Attachment 3. System Software does not include the Third-Party Software identified in Attachment 3

"Technical Requirements" means the hardware, software and communications systems necessary

to use the System. The Technical Requirements can be found at www.wishin.org. The Technical Requirements may be changed from time to time by WISHIN in accordance with this Agreement.

"Term" means the initial term and all renewal terms of this Agreement.

"Third-Party Software" or "Third Party Software and Services" means the software and services that is provided by third parties other than the licensor of the System Software. The Third-Party Software and Services as of the Effective Date are set forth in Attachment 3.

"Treatment" has the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA regulations.

"WISHIN's Authorized Personnel" means WISHIN's employees and independent contractors under confidentiality obligations on terms substantially similar with the confidentiality provisions contained in this Agreement.

28. Rules of Construction.

28.1 Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context requires otherwise, the words "hereof", "herein", and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

28.2 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted.

28.3 The term "including" shall be deemed to mean "including without limitation."

28.4 Article and section headings used in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate original as of the date(s) indicated below

PARTICIPANT

City of Franklin Public Health Department

Signature _____

Printed Name _____

Title _____

Address _____

Phone _____

Fax _____

E-mail _____

Date Signed _____

WISHIN:

Wisconsin Statewide Health Information
Network, Inc

Signature _____

Printed Name Steve Rottmann

Title Chief Executive Officer

Address 5510 Research Park Drive
Madison, WI 53711

Phone 608-274-1820

Fax 608-274-8554

E-mail srothmann@wishin.org

Date Signed _____

Legal Contact (if different from above)

Name _____

Title _____

E-Mail _____

Phone _____

Invoice Contact (if different from above)

Name _____

Title _____

E-Mail _____

Phone _____

Address _____

Will a purchase order number be used? ☐Yes ☐No

PO Number _____

Do you prefer to receive invoices via email? ☐Yes ☐No

ATTACHMENT 1: PRODUCTS AND SERVICES

The Products and Services mix below may change. Products and/or Services added later are subject to additional fees.

Subscription Services

[X] WISHIN Pulse Subscription Services*

Includes

- Participant Organizations on the same data source
- All standard training and training materials
- Onboarding for one data source
- Requires WISHIN Pulse Onboarding (below, under One-Time Services)

Additional WISHIN Pulse services (additional fees may apply)

- ☒ SSO EHR Integration
- ☒ WISHIN Direct+ Secure Messaging
- ☐ Access to ePDMP
- ☐ Syndromic Surveillance data delivery to the State of Wisconsin (PHSS)
- ☐ Immunization data delivery to the State of Wisconsin Immunization Registry (WIR)
- ☐ Lab Results Delivery
- ☐ Additional Data Sources (quantity) ____
- ☐ Additional sites on different EHRs ____

Interfaces (select all that apply)

- ☒ ADT* (patient roster or health plan member file)
- ☐ Laboratory
- ☐ Radiology
- ☐ Pathology
- ☐ Transcription
- ☐ EKG
- ☐ CCDA

☐ WISHIN PAR:

- ☐ PAR-C
- ☐ PAR-P*

One-Time Services

☒ WISHIN Pulse Onboarding

☐ WISHIN PAR Onboarding*

* = Designates services available to Payers

SCHEDULE 1 TO ATTACHMENT 1: ELECTED PRODUCTS AND SERVICES REQUIREMENTS

In electing the products and/or services in Attachment 1, Participant agrees to be bound by the following requirements for the applicable elected product and/or service

1. **Wisconsin Immunization Registry**

1 1 Purpose

The Division of Public Health (DPH) in partnership with the Division of Health Care Financing has developed the Wisconsin Immunization Registry (WIR) To ensure the reciprocal cooperation that is integral to implementing and maintaining a successful statewide immunization registry that encompasses all public and private providers, all parties must abide by the specific responsibilities listed below

1 2 Responsibilities

1 2 1 Division of Public Health

The WIR will serve as the central repository for all immunizations collected throughout the State This includes immunizations provided directly to the WIR by participating providers or provided indirectly through other registries or exchange services, such as WISHIN, that may operate within the state The DPH will provide WISHIN with consultation and technical assistance necessary to ensure ongoing connectivity between the WIR and Participant

1 2 2 Participant

The Participant must have a signed *WIR Security and Confidentiality Agreement (DPH 42008)* on file with the Wisconsin Immunization Program and maintain up-to-date provider contact information in the WIR Participant should contact DPH's Wisconsin Immunization Program to obtain the WIR Security and Confidentiality Agreement (DPH 42008) Questions about the WIR Security and Confidentiality Agreement must be directed to the Wisconsin Immunization Program The WIR Security and Confidentiality Agreement must be on file with Wisconsin Immunization Program before any protected health information (PHI) may be shared via WISHIN

Participant agrees that

- Participant will provide only updated immunization information to WISHIN to be sent to the WIR
- The immunization data sent by Participant will be for all patients with associated immunizations
- Participant shall work with WISHIN to test immunization data feeds before production data is sent to the WIR Participant understands that no production data will be sent to the WIR without adequate testing and Participant approval (via a sign-off) In the event that WISHIN performs data transformation services for Participant, those transformations must be approved by Participant prior to production data being sent to the WIR
- The Participant will inform patients that their data will be shared with the WIR
- If a parent, guardian or legal custodian chooses to exclude a patient from the WIR or to limit data access to a particular provider, that decision will be honored by the Participant
- Participant will comply with all technical requirements for data format and transport to WISHIN This includes establishing a web service connection to WISHIN to send and receive data Participant understands that their electronic health record (EHR) or other vendor may need to make changes in their EHR or other systems in order to comply with these requirements Participant understands that their EHR or other vendor(s) may charge separately for these services
- Participant may receive immunization data from the WIR via WISHIN Participant agrees to work with WISHIN to test the receipt of the data prior to accepting it in the Participant's production environment Participant understands that no production data will be sent to their EHR or other system(s) without adequate testing and Participant approval (via a sign-off)

1 2 3 WISHIN

By way of an established web service connection between Participant and WISHIN, WISHIN will send Participant's supplied immunization data to the WIR on a real-time basis and will send acknowledgements and/or errors from the WIR to Participant. WISHIN does not store immunization data.

After completion of the testing of data feeds and Participant approval described above, WISHIN will pass all immunization data provided by the Participant to the WIR. WISHIN will not filter or restrict the data, however, WISHIN may provide data transformation services to Participant if needed to meet Meaningful Use requirements or to meet requirements of the WIR. Any data transformation must be approved by Participant.

WISHIN may also send immunization data from the WIR to the Participant's EHR or other system.

2 WISHIN Direct+

Participants using WISHIN Direct+ and/or the WISHIN Direct+ product suite must assign at least one Organization Representative. Each Organization Representative must complete an Identity Verification Form (IVF) and comply with the requirements below and in the IVF. A *sample* IVF can be found in Attachment 7, however, WISHIN will supply Participant with the appropriate form as part of the implementation and onboarding process.

2.1 Direct Messaging and WISHIN Direct+

Direct messaging, often called "Direct," is a basic form of health information exchange (HIE) that allows health care providers to securely and electronically send patient information to other specified providers, or to patients themselves. Commonly compared to sending secure email, this information is sent over the Internet in an encrypted, protected way that is HIPAA-compliant.

WISHIN is a Health Information Service Provider (HISP), which means WISHIN is certified to offer Direct addresses (which are similar to email addresses) and WISHIN provides the service to transmit the Direct messages. WISHIN's HISP and Direct messaging product is known as WISHIN Direct+.

With a WISHIN Direct+ address, a health care provider can exchange clinical documentation with providers or patients registered with another HISP anywhere in the United States, provided the other HISP conforms to the standards and requirements required for Direct messaging established by The Direct Project (www.wiki.directproject.org) and any other requirements identified by the receiving HISP.

2.2 The Direct Project

The Direct Project is a federal government standard designed to enable simple, secure, email-based exchange of clinical documentation between health care providers. Because WISHIN is a HISP, WISHIN customers can assign and administer a WISHIN Direct+ address (similar to an email address) for each health care provider in their "domain." In addition, WISHIN can also assign and administer WISHIN Direct+ addresses on behalf of our customers in our standard "domain."

WISHIN Direct+ conforms to the requirement set forth by the national Direct Project (www.wiki.directproject.org), including the "Applicability Statement for Secure Health Transport," which describes how to use SMTP, S/MIME, and X.509 certificates to securely transport health information over the Internet.

2.3 WISHIN Direct+ Domains and Addresses

WISHIN customers assign and administer a WISHIN Direct+ address (similar to an email address) for each health care provider in their "domain." Participants who elect to use WISHIN Direct+ will assign and administer the WISHIN Direct+ addresses for health care providers in their "domain."

Participants select a WISHIN Direct+ domain that identifies their hospital or practice. Smaller practices may choose to be a sub-domain of the standard WISHIN Direct+ domain. Some examples:

- direct.practiceA.org
- direct.healthsystem123.com
- practiceB.wishinplus.org
- direct.hospital123.org
- direct.clinicABC.org

(wishinplus.org is WISHIN's standard domain)

Participants are required to manage all of the WISHIN Direct+ addresses for their domain. Some examples of WISHIN Direct+ addresses for the above domains could be

- Jane.Doe@direct.practiceA.org
- John.Doe@healthsystem123.com
- Betty.DoeMD@clinicABC.org
- Ben.DoeMD@hospital123.org
- HIMDepartment@hospital123.org*
- Bob.DoeMD@practiceB.wishinplus.org

*Note: Department addresses may not be acceptable for Eligible Professionals participating in Meaningful Use Incentive Programs

Participant is required to assign WISHIN Direct+ addresses (see section 2.5 below for more detailed requirements around assigning WISHIN Direct+ addresses)

2.4 Exchanging Messages with Health Care Providers on Other HISPs

As noted above, *"with a WISHIN Direct+ address, a health care provider can exchange clinical documentation with providers or patients registered with another HISP anywhere in the United States, provided the other HISP conforms to the standards and requirements required for Direct messaging established by The Direct Project (www.wiki.directproject.org) and any other requirements identified by the receiving HISP."* Some HISPs also require participation in the Direct Trusted Agent Accreditation Program, or DTAAP, in order to exchange messages with their HISP. This is sometimes referred to as being a "DirectTrust participant."

To ensure Participants using WISHIN Direct+ are able to send Direct messages to other health care providers, regardless of the HISP those others may be using, WISHIN's System Software Licensor is participating in DTAAP and is a "DirectTrust participant."

2.4.1 DirectTrust and DTAAP

DirectTrust (www.directtrust.org) is a non-profit health care industry alliance that has established and maintains rules, standards, and policies associated with the operation of the security and trust-in-identity layer for Direct exchange. Taken together, these make up a Security and Trust Framework that supports both Direct exchange implementers and users.

DirectTrust uses its Security and Trust Framework as the basis for a voluntary accreditation and audit program for Direct implementers and service providers (this program is known as the Direct Trusted Agent Accreditation Program, or DTAAP). DTAAP is operated as a partnership between DirectTrust and the Electronic Healthcare Network Accreditation Commission ([EHNAC](http://www.ehnac.org)).

WISHIN's System Software Licensor is participating in DTAAP, which recognizes excellence in health data processing and transactions, and ensures compliance with industry-established standards, HIPAA regulations, and the Direct Project.

In addition to DTAAP, DirectTrust distributes what are known as "trust anchor" digital certificates from accredited HISPs so that Direct messages can be exchanged across different HISPs. WISHIN's trust anchor certificate will be part of DirectTrust's "trust bundle" to ensure Participants using WISHIN's HISP are able to exchange information with health care providers on other HISPs in the "trust bundle."

The EHNAC-DirectTrust accreditation program is endorsed by the Office of the National Coordinator for Health IT (ONC).

2.5 Participant Requirements

2.5.1 Definitions

Health Information Service Provider (HISP) the organizations responsible for on-boarding health care organizations and facilitating the transfer of Direct messages. WISHIN is a HISP. WISHIN Direct+ is the name of WISHIN's HISP and the product WISHIN uses to facilitate the transfer of Direct messages.

Certificate Authorities (CAs) organizations that issue Digital Certificates meeting the requirements set forth in the DirectTrust certificate policy

Registration Authorities (RAs) organizations that verify the identity of users in accordance with the required Levels of Assurance (LoA) Health care providers must meet DirectTrust LoA level 3 (LoA3) requirements (equivalent to NIST LOA3 - NIST publication 800-63) Anyone assigning a Direct address to a user and/or creating a Direct account is an RA **Participant is the RA for any WISHIN Direct+ domain established for their organization.**

Organization Representatives individuals from a Participant that serve as representatives for their organization with regards to RA responsibilities The Organization Representative is responsible for managing use of the certificate for their organization. **Organization Representatives are Registration Authorities (RAs) for the WISHIN Direct+ domain established for their organization.**

Trust Agents individuals from a Participant who assist in collecting the documentation necessary to establish Organization Representatives Trust Agents must also be Organization Representatives The Trust Agent then executes an Agreement that appoints them as an agent for the purposes of collecting documentation, verifying identities, and providing identity information

2.5.2 Participant Registration Authority Requirements

This section provides a summary of the responsibilities of a Registration Authority Participant must comply with Registration Authority requirements set forth by the Direct Project and DirectTrust.

Digital Certificates are required for Direct messaging and thus, required for WISHIN Direct+ In order to receive a Digital Certificate, Participant must assign at least one Organization Representative The assigned Organization Representative must complete the Identity Verification Form in Attachment 7

Organization Representatives are Registration Authorities for their organization's WISHIN Direct+ domain As such, Organization Representatives must comply with all Direct Project and DirectTrust requirements for Registration Authorities

Organization Representatives are required to verify the identity of all users to whom they assign a WISHIN Direct+ address Identity verification must be done in accordance with DirectTrust Level of Assurance 3 (LoA3) standard

Identity verification is typically done by the user presenting paper credentials (like a driver's license) and by records in databases This process is called identity proofing The Organization Representative must maintain records of the identity proofing for all users

To get a Direct address, a health care provider first applies (as an "Applicant") to the Organization Representative The Organization Representative identity proofs that health care provider As the result of successful identity proofing, the health care provider is given a WISHIN Direct+ address and becomes a user of the Digital Certificate assigned to the Participant The table below summarizes the requirements for identity proofing set forth for LoA3

Level of Assurance 3	
In Person	Remote
Applicant Actions ("Applicant" is person requesting a Direct address):	
Possession of verified current primary Government Picture ID that contains applicant's picture and either address of record or nationality (e.g. driver's license or passport)	Possession of a valid Government ID (e.g. a driver's license or passport) number and a financial account number (e.g., checking account, savings account, loan or credit card) with confirmation via records of both numbers
RA / Organization Representative Actions:	

<ul style="list-style-type: none"> • Inspects Photo-ID and verify via the issuing government agency or through credit bureaus or similar databases. Confirms that name, DoB, address and other personal information in record are consistent with the user being provided the account • Compare picture to applicant, record ID number, address and DoB. If ID is valid and photo matches applicant then <ul style="list-style-type: none"> a) If ID confirms address of record, authorize or issue credentials and send notice to address of record, or, b) If ID does not confirm address of record, issue credentials in a manner that confirms address of record 	<ul style="list-style-type: none"> • Verifies information provided by applicant including ID number and account number through record checks either with the applicable agency or institution or through credit bureaus or similar databases, and confirms that name, DoB, address and other personal information in records are consistent with the application and sufficient to identify a unique individual • Address confirmation <ul style="list-style-type: none"> a) Issue credentials in a manner that confirms the address of record supplied by the applicant, or b) Issue credentials in a manner that confirms the ability of the applicant to receive telephone communications at a number associated with the applicant in records, while recording the applicant's voice
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In addition to the identity verification and proofing requirements, Participant must comply with the following requirements that are specified by the Direct Project and/or DirectTrust. These are not an exhaustive list. Participants should refer to the Direct Project (www.wiki.directproject.org) and DirectTrust (www.directtrust.org) for a complete set of requirements.

- Participants must have a written policy or practice statement that specifies the particular steps taken to verify identities for their WISHIN Direct+ domain and the identity proofing and registration process shall be performed according to that policy/statement
- Participants must provide WISHIN with a list of all WISHIN Direct+ addresses assigned to their organization's domain
- Individuals assigned a WISHIN Direct+ address must know who their Organization Representative is and the Organization Representative represents them

3. WISHIN Pulse

3.1 Prescription Drug Monitoring Program

WISHIN Pulse may include medication information from Wisconsin's Prescription Drug Monitoring Program ("PDMP"). The PDMP is a statewide program that collects information about monitored prescription drugs that are dispensed to patients in Wisconsin.

The Legislature passed a law in 2010, 2009 Act 362, that directed the Pharmacy Examining Board to create the PDMP through administrative rule. Administration of the PDMP program has since been transferred to the Controlled Substances Board (the "CSB") and is now part of Wis. Adm. Code Ch. CSB. The primary purpose of the PDMP is to improve patient care and safety and reduce the abuse and diversion of prescription drugs in Wisconsin while ensuring patients with a legitimate medical need for the drugs are not adversely affected.

The PDMP contains information submitted to it by pharmacies and practitioners, including physicians, dentists, advance practice nurse prescribers, and others. As such, the CSB makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of the data in the PDMP and expressly disclaims liability for errors and omissions in the contents of this report.

3.1.1 PDMP Data and Timing

"Monitored prescription drugs" are defined in the administrative rules of CSB Ch. 4. While the CSB may change the definition in the future, the current list of monitored prescription drugs is

- controlled substances included in § 961 385(1) of the Wisconsin Statutes (*e.g.* controlled substances listed in Schedule II, III, IV or V)
- Any other drug identified by the CSB as having a substantial potential for abuse

By law, dispensers of monitored prescription drugs are required to collect and submit information to the PDMP about each dispensing of a monitored prescription drug. Dispensers have up to seven (7) days to submit data after dispensing a monitored prescription drug, which means that the data may be up to seven (7) days old. PDMP data is made available to WISHIN Pulse at the time it is available to the PDMP.

The PDMP has been fully operational since June 1, 2013.

3.1.2 PDMP and HIPAA

HIPAA regulations state that health care providers may disclose protected health information without patient consent if the disclosure is mandated by statute or regulation. Reporting to the PDMP is required by § 961 385, Wis. Stats., and Wis. Adm. Code § CSB 4.05 (1). Therefore, dispensers do not violate HIPAA by disclosing to the PDMP protected health information without patient consent.

3.1.3 Authorized Access to PDMP Data via WISHIN Pulse

Participant's Authorized Users may see PDMP data for a given patient within WISHIN Pulse. Whether or not the PDMP data is made available to the Participant's Authorized Users depends on the role and security permissions of the Authorized User in WISHIN Pulse and the patient's opt out status (see section below for more information on PDMP data for opted out patients).

Under § CSB 4.09, only pharmacists, pharmacist delegates, practitioners, and practitioner delegates are able to access the PDMP data directly. Pharmacists and practitioners may delegate the task of accessing and querying the PDMP for information. However, the licensed pharmacist or practitioner has to verify the delegation and remains responsible for the delegate's use of the PDMP data. These same requirements apply when the PDMP data is accessed via WISHIN Pulse.

Under § CSB 4.11, other users, such as patients, patient delegates, federal and state agencies, Department of Safety and Professional Services investigatory staff, medical examiners, and law enforcement authorities, must submit requests for information and provide proof that the information is for a legally authorized purpose. WISHIN Pulse does not support these types of users and will not disclose PDMP data to these types of users.

WISHIN shall only disclose PDMP data to pharmacists, practitioners, and delegates of pharmacists or practitioners, for Treatment and as such persons are otherwise authorized to access similar confidential patient health care records under Sections 146.82 and 961.385 of the Wisconsin Statutes, CSB Ch. 4 and other state or federal laws and regulations relating to the privacy of patient health records.

3.1.4 Conditions to Accessing PDMP data provided via WISHIN

The following are conditions to accessing and using the Wisconsin PDMP data through WISHIN:

1. Participant will restrict access to PDMP data to only those Authorized Users who satisfy all requirements and are eligible to create an account to access PDMP data in the Wisconsin PDMP database pursuant to Wisconsin Administrative Code section CSB 4.09 and their designated delegates (a "PDMP Authorized User"). No other Authorized Users will be allowed access to the PDMP data.
2. Participant understands that access to the Wisconsin PDMP database through WISHIN and use of PDMP data by PDMP Authorized Users is permitted only for Treatment purposes or as otherwise permitted or required by applicable state and federal law.
3. Participant understands that any other access or disclosure of PDMP data is a violation of Wisconsin law and may result in civil sanctions or disciplinary action. Participant will otherwise treat the PDMP data in the system as any other health care information and will protect the information in accordance with federal and state laws governing health care information.

4 Participant understands that Wisconsin law requires each PDMP Authorized User to be responsible for all use of his/her user name and password and any use of the system by his/her delegate PDMP Authorized Users are to never share their password with anyone, including co-workers PDMP Authorized Users will be required to immediately notify Participant if any authentication or password is lost or compromised, or if a PDMP Authorized User who is a delegate no longer needs that access, and Participant agrees to immediately close the compromised account or terminate such delegate's access to PDMP data

5 Participant understands that all use of the Wisconsin PDMP database may be monitored and audited by the CSB and the State of Wisconsin for unusual or potentially-unauthorized use

3 1 5 PDMP Data for Opted-Out Patients

While patients cannot opt out of having their monitored prescription drugs included in the PDMP, patients can opt out of having their information shared via WISHIN Pulse In the event that a patient has opted out of having their information shared via WISHIN Pulse their PDMP information will not be available to Participant's Authorized Users via WISHIN Pulse, even though the information may be available directly from the PDMP

3 2 Patient Activity Reports

3 2 1 Patient Activity Reports for Clinics (PAR-C)

When available and configured, WISHIN Pulse can produce a Patient Activity Report for Participants (PAR-C)

The PAR-C is produced out of WISHIN Pulse and sent to applicable clinic Participants with data only on the Participant's specific patients who have had an emergency department (ED) visit within the preceding twenty-four (24) hours Additional patient classifications and/or triggering events for the PAR-C report may be added as functionality and Approved Use Cases become available

The PAR-C would assist the Participant in the management of their specific patients and enables the clinic Participant to proactively follow up with the patients, address any potential avoidable ED visits, and schedule follow up appointments as appropriate

The PAR-C is generated for individual Participants and only contains data on patients when the Participant has indicated the patient is a patient of the clinic and the Participant is listed as a provider on the encounter To receive the PAR-C, the Participant must provide a patient file for WISHIN to match against encounters This file must be supplied regularly to ensure an accurate list of patients for the Participant Depending on when the participant changes its patient files, there is a potential that the PAR-C may contain information on a patient who has discontinued receiving services from the Participant For example, if the Participant provides a list of active patients on Monday and the patient discontinues services with the Participant on Tuesday, the PAR-C will still contain data on the patient until WISHIN receives an updated patient file from the Participant In the event that the Participant receives data for a patient that has discontinued services from the Participant, Participant shall immediately destroy and disregard all information for that patient provided in the PAR-C

The PAR-C will be sent daily to the Participant via secure email in CSV format Additional delivery methods and formats may be added as functionality becomes available

Additional patient classifications and/or triggering events for the PAR-C report may be added as functionality becomes available

3 2 2 Patient Activity Reports for Payers (PAR-P)

When available and configured, WISHIN Pulse can produce a Patient Activity Report for payer Participants (PAR-P)

The PAR-P is produced out of WISHIN Pulse and sent to applicable payer Participants with data only on the Participant's specific members who have had an emergency department (ED) visit within the preceding twenty-four (24) hours. Additional patient classifications and/or triggering events for the PAR-P report may be added as functionality and Approved Use Cases become available.

The PAR-P would assist the payer Participant care managers in the management of their specific member patient populations and notifies payer Participant care managers of their members' visits at hospitals well before the subsequent claim is received by the payer Participant. PAR-P enables the payer Participant care managers to proactively follow up with the patients, help the patients get assigned to a primary care provider (PCP), and ensure the patients honor their scheduled appointments with their PCP.

The PAR-P is generated for individual payer Participants based on payer Participant-provided member data, as compared to the insurance information provided by the patient at the time of the encounter. Only those encounters with insurance matching the payer Participant are included in the report for that payer Participant.

To receive the PAR-P, the payer Participant must provide a member file for WISHIN to match against the insurance information provided by the patient at the time of the encounter. This file must be supplied regularly to ensure an accurate list of members for the payer Participant. Depending on when the participant updates its membership files, there is a potential that the PAR-P may contain information on a member that is no longer a member of the payer Participant. For example, if the payer Participant provides a list of active members on Monday and the patient's membership with the payer Participant discontinues on Tuesday, the PAR-P will still contain data on the patient until WISHIN receives an updated member file from the payer Participant. Payer Participants must verify all PAR-P member information against an active member file to ensure they do not inappropriately access data for patients that are no longer enrolled.

In the event that the payer Participant receives data for a patient that has discontinued membership with the payer Participant, payer Participant shall immediately destroy and disregard all information for that patient provided in the PAR-P.

The PAR-P will be sent daily to the payer Participant via secure email in CSV format. Additional delivery methods and formats may be added when functionality is available.

Additional patient classifications and/or triggering events for the PAR-P report may be added as functionality and Approved Use Cases become available.

3.2.2.1 Self-Pay Data

If a patient's insurance information indicates "self-pay" the data will not be included in the PAR-P. WISHIN Pulse is a real-time system, so payer Participants should be aware that a patient may change their insurance or "self-pay" designation after the PAR-P has been generated and delivered to the Participant. WISHIN Pulse generates the PAR-P based on current data supplied by Participants.

3.3 Payer Access to WISHIN Pulse Community Health Record

As a condition of Participants, which are Health Care Payer, having access to this Service, the Participant must make certain Health Data, relating to the payer's enrollees, members and/or insureds and their dependents, available through the System. The required Health Data will be set forth in a WISHIN payer access policy (the "Payer Access Policy") (i) developed in consultation with WISHIN Participants or potential participants that include both payers and health care providers, and (ii) approved by the Participant Advisory Board and the WISHIN Board of Directors. Participant is required to make such Health Data available upon the granting of those approvals of the Payer Access Policy and the System having been configured to accept and share the Health Data. The WISHIN participant's right to access to this Service will immediately cease if Participant fails to make the required Health Data available after the date required by the Payer Access Policy.

ATTACHMENT 2: SOFTWARE MAINTENANCE AND SUPPORT; SERVICE LEVELS AND CREDITS

1. Software Maintenance and Support.

WISHIN and the licensor of the System Software (the "**System Software Licensor**") will provide maintenance and support for the System Software. This Attachment generally describes WISHIN's support and maintenance obligations to Participant, which are intended to maintain a high level of System availability and performance.

1.1 Definitions

Problem Resolution. Resolution is defined as (a) Providing a reasonable solution to the incident, or (b) Providing a reasonable work-around to the incident, or (c) Determination by WISHIN that the incident is an enhancement request and forwarding the request to the System Software Licensor, or (d) Escalation by WISHIN of the incident/bug to the System Software Licensor for review.

Standard Help Desk Hours ("Standard Hours"). WISHIN's Standard Hours are Monday through Friday 8:00 a.m. Central to 4:30 p.m. Central, except WISHIN published holidays.

Off-Hours Help Desk Hours ("Off Hours"). WISHIN's Off Hours are Monday through Friday 4:30 p.m. Central to 8:00 a.m. Central, Saturday and Sunday all day, and WISHIN published holidays.

Authorized Participant Contacts ("Participant Contacts"). Participant shall designate at least one and no more than five persons who shall serve as Participant's point of contact for all support and service activities related to the System Software.

2. Support Scope.

2.1 Included Support

- WISHIN will provide to Participant, Upgrades on a "when and if available" basis. "Upgrade" means a successor version of the System Software.
- Resolving performance and operational issues of the System Software.

2.2 Excluded Support

- Problems caused by Participant's computer system, hardware or third party software, power outage, network equipment related failures and Internet or Intranet downtime.
- Problems caused by personnel (other than those of WISHIN or its System Software Licensor) making changes to the System.
- System or database backups, restoration and maintenance not following mutually agreed upon processes.
- User administration issues.

3. Support Priority.

Participant and WISHIN will mutually assign a priority associated with a given call, as specified in the table below. All reported incidents will be addressed, but the highest priority incidents will be expedited through the Resolution process.

PRIORITY	DESCRIPTION	RESPONSE TIMING
1	<p>Loss of service, or serious impairment of service, which cannot be circumvented. Examples of this type of problem are:</p> <ul style="list-style-type: none"> Web server not accepting connections due to functionality or performance issues Persistent inability to access clinical information due to functionality or performance issues Critical product feature does not work (identifiable part of functionality), no workaround exists or workarounds are impractical User data is corrupted Reproducible, unavoidable crash or deadlock Legally incorrect text or graphics 	<p>During Standard Hours WISHIN will</p> <ul style="list-style-type: none"> Acknowledge receipt of the problem report within fifteen (15) minutes Verify the problem and notify the Participant Contact with the plan of action, within one (1) hour Provide updates at least every thirty (30) minutes, or at a frequency mutually agreed upon by WISHIN and the Participant Contact <p>During Off Hours WISHIN and/or the System Software Licensor will</p> <ul style="list-style-type: none"> Acknowledge receipt of the problem report within thirty (30) minutes Verify the problem and notify the Participant Contact with the plan of action within one (1) hour Provide updates at least every thirty (30) minutes, or at a frequency mutually agreed upon by WISHIN/the System Software Licensor and Participant Contact
2	<p>A problem exists which can be reasonably circumvented or does not materially affect normal operations. Examples of this type of problem are:</p> <ul style="list-style-type: none"> A non-functioning product feature which is not critical to a User (identifiable part of functionality) Part of a product feature is affected, a viable workaround exists Performance is less than optimum Highly visible usability problem that doesn't affect functionality 	<p>During Standard Hours WISHIN will</p> <ul style="list-style-type: none"> Acknowledge receipt of the problem report within thirty (30) minutes Verify the problem and notify the Participant Contact with the plan of action within two (2) hours Provide updates at least once every one-hour (1) or at a frequency mutually agreed by WISHIN and Participant Contact <p>During Off Hours WISHIN and/or the System Software Licensor will.</p> <ul style="list-style-type: none"> Acknowledge receipt of the problem report within thirty (30) minutes Verify the problem and notify the Participant Contact with the plan of action within two (2) hours Provide updates at least every one-hour (1) , or at a frequency mutually agreed upon by WISHIN and Participant Contact
3	<p>Failure of a system which does not have any effect on normal operations</p>	<p>During Standard Hours WISHIN will</p> <ul style="list-style-type: none"> Verify the problem and notify the Participant Contact with an acknowledgement within one (1) hour and plan of action within forty-eight (48) hours Provide updates at least once every ten (10) business days or at a frequency mutually agreed by the WISHIN and Participant Contact <p>During Off Hours</p> <ul style="list-style-type: none"> No Off Hours support provided for Priority 3 problem reports

4. Support Channels.

The following support channels are available to Participant Contacts

CHANNEL	PRIORITY	AVAILABILITY	USAGE CONSTRAINT
Phone support 1-888-WISHIN1	1 & 2	24 by 7	Participant Contact has followed the support protocol (to exclude problems caused by Participant Software, Participant power outages, and/or Participant's network)
Email support Wishin.support@wishin.org	3	Standard Hours	Participant Contact has followed the support protocol (to exclude problems caused by Participant Software, Participant's power outages, and/or Participant's network)

Participant Contact may email WISHIN's support mailbox to check the status of an open problem report, regardless of priority Participant Contact may request that an open problem report be re-prioritized Rep-prioritization requests must be made to WISHIN's Help Desk through one of the support channels defined above

WISHIN will use commercially reasonable efforts to perform the support services provided for under this Agreement Information provided by Participant Contact in connection with WISHIN's performance of the support services may be used without restriction by WISHIN to support or enhance WISHIN's products and services

WISHIN will use reasonable efforts to resolve reported issues that have been determined to be product bugs in a timely manner Reported bugs will generally be addressed as part of a scheduled maintenance release, by severity, on a first come, first served basis Severe bugs that fall outside of the scheduled maintenance release will be evaluated for correction on a case-by-case basis

5. Quality Assurance.

Prior to WISHIN's providing or making available to Participant any patch, enhancement, update or any other release of the System Software, WISHIN and Participant, as applicable, shall test and validate that such release meets or exceeds the requirements of this Agreement, including but not limited to the security obligations and obligations regarding prevention or introduction of viruses Participant must also verify that Participant's data continues to be accurately represented by the System

6 Service Levels and Credits.

WISHIN has negotiated a System availability service level with the System Software Licensor, who is providing hosting services for the System for those Participants that request hosting The service level and credits that WISHIN may receive if the System Software Licensor fails to meet the service level (the "SLA") are set forth below If WISHIN receives any SLA credits, WISHIN will pass those credits through to All Participants, who were System participants at the time of the deficiency in the service level ("Affected Participants") The credits will be allocated amongst the Affected Participants in proportion to their relative Subscription Fees and applied as a credit towards their next Subscription Fees

7. SYSTEM AVAILABILITY Service Level Agreement (SLA) with Participant

7.1 Definitions

"System Availability" will be defined as maintaining availability to the production system less Time Exclusions

"Time Exclusions" shall mean any time during which any of the following conditions exist

- The System is inaccessible during Planned Maintenance hours, which includes regular monthly maintenance hours for applying patches, bug fixes, or upgrades to the System;
- The System is inaccessible during non-planned maintenance hours, provided that at least 24 hours' notice has been given to Participant Contact;
- The System is inaccessible during planned upgrades;
- The System Software Licensor is given an "alert" by an operating system or other software vendor to install one or more patches for any virus(es) or other needs for which the time of application is reasonably and mutually agreed upon by WISHIN and the System Software Licensor;
- When WISHIN or the System Software Licensor are loading a new release in the production environment;
- Force majeure conditions or during the System Software Licensor-declared disaster; or
- Participant's breach of the Agreement.

"Planned Maintenance" shall mean regularly scheduled monthly maintenance windows.

"Unscheduled Downtime" shall mean the occurrence of any of the following conditions which are the primary fault of WISHIN:

- System is inaccessible due to an outage of the System Software Licensor's contracted carrier lines
- System is inaccessible due to a System Software Licensor data center-based hardware or infrastructure software outage
- Any of the following Application Services are completely inoperable:
 - All WISHIN Pulse User Login Functions
 - All WISHIN Pulse Patient Inquiry Functions
 - All WISHIN Pulse Patient Chart Display Functions

7.2 System Availability Service Levels.

Excluding any Time Exclusions, WISHIN will achieve a 99.9% System Availability of WISHIN's production environment measured monthly and calculated in accordance with Section 7.2.1 below. System Availability and SLA Credits will be determined on a monthly basis.

Affected Participants shall be entitled to an SLA Credit as set forth below:

- a) Affected Participants shall be entitled to a SLA Credit of no more than 10% of Affected Participant's monthly portion of Participant's annual Subscription Fee for each month that the System Availability falls below 99.9% for the applicable application. SLA credits shall be distributed based on the table below. SLA Credits will be applied toward Participant's next annual Subscription Fee. In no event shall the SLA Credits exceed 10% of the Participant's next annual Subscription Fee.

Less Than:	Equal To or More Than:	SLA Credit
0.999	0.998	1%
0.998	0.997	2%
0.997	0.996	3%
0.996	0.995	4%
0.995	0.994	5%
0.994	0.993	5%
0.993	0.992	7%
0.992	0.991	8%
0.991	0.99	9%
0.99		10%

For example: If Affected Participant's annual Subscription Fee is \$24,000, the monthly portion would be \$2,000 (\$24,000/12). If System Availability fell between 99.6% and 99.7% for one month, the Affected Participant would be entitled to an SLA Credit of 3%, or \$60 (\$2,000*3%). The \$60 SLA Credit would be applied toward the Participant's next annual Subscription Fee. The total SLA Credits for the Affected Participant in this example could never exceed \$2,400 (\$24,000*10%).

- b) If WISHIN fails to meet 99.9% System Availability in any three (3) consecutive months then, in addition to the SLA Credits provided herein, Participant may, at its sole election, be entitled to terminate the remote hosting services provided by WISHIN or the Agreement upon sixty (60) days prior written notice to WISHIN
- c) The SLA Credits and Participant's rights to terminate in this Section 7.2 constitute Participant's sole remedies, and WISHIN's sole obligation and liability, for a failure of System Availability

7.2.1 System Availability Calculation

The percentage of System Availability is calculated by dividing the number of minutes of actual System Availability achieved during the month by the number of minutes of System Availability scheduled to be available each month

- a) Possible Minutes (PM) is the total number of minutes in any month
- b) Time Exclusions (TE) is the number of minutes described above in Time Exclusions
- c) Unscheduled Downtime (UD) is the number of minutes that the System is not available for that month that do not fall within Time Exclusions
- d) Special Exception (SE) is the number of minutes of downtime as a result of project exceptions contingent on prior written approval by Participant

$$\% \text{ Availability} = (\text{PM} - \text{TE} - \text{SE} - \text{UD}) / (\text{PM} - \text{TE} - \text{SE})$$

ATTACHMENT 3: DESCRIPTION OF THE SYSTEM; THIRD-PARTY SOFTWARE

WISHIN Direct+ Product Suite	
Enables providers to securely exchange patient information across the community by using the ONC Direct Project standards.	
WISHIN Direct+ Messaging Application	An application that supports practice-to-practice and practice-to-organization Direct messaging. This application queries the Provider Directory. This application may also provide inboxes for receiving Direct messages. The WISHIN Direct+ Messaging application utilizes HISP Services to deliver the Direct messages.
WISHIN Direct+ Referrals Application (limited availability)	An application that supports practice-to-practice and practice-to-organization referrals. This application queries the Provider Directory and provides organization level inboxes for receiving referrals. Providers receiving referrals can create custom templates so that any referral it receives follows a standard format and includes the required information needed by the organization receiving the referral. This application can also use the WISHIN Direct+ Messaging to deliver the referral. The application also allows secure communication between the referring and receiving providers in order to facilitate closed-loop referrals.
Provider Directory Service	Registers Direct addresses to providers, practices and organizations and may also administer the domain, depending on configuration.
HISP Gateway Service	Manages all inbound and outbound communication requests to the WISHIN Direct+ HISP. The HISP Gateway Service also evaluates the type of encryption needed to encrypt and decrypt direct messages and will route to the appropriate endpoint.
SMTP Gateway Service	Uses SMTP protocol combined with S/MIME to allow secure messages to be sent HISP to HISP with other organizations. The SMTP gateway also allows end users to send/receive their Direct messages using preferred email clients such as Outlook using a secure TLS or SSL connection.
Certificate Service	Manages the HISP certificate policy and issues domain level x509 certificates to each registered domain within the WISHIN HISP. The service also allows for Certificate discovery.
WISHIN Pulse	
The following services are essential HIE services for improving data quality and consistency across a network of connected providers.	
WISHIN Pulse Community Health Record	Web-based application that provides a single point of access to acute care and ambulatory patient information – acquired and aggregated visually from multiple systems throughout the community, across care settings and organizational boundaries. May be integrated with an EHR.
Data Services	Data transformation and normalization services based on industry-standard communication protocols that allow data from disparate systems to display in a common format while accounting for technology, nomenclature, data-element and coding-transactions standards. This allows for data to be consumed by any system connected to the HIE – across acute care and ambulatory settings – in the appropriate format for the system.
Identity Management Services	Patient-identity reconciliation services that automate the task of reconciling patient information from different inpatient and ambulatory systems from multiple care locations across the community, resulting in a community master person index, patient choice management, and de-identification services. This service uses configurable, distributed algorithms tailored to the Participant to establish a true longitudinal community patient record.
Data-staging Service	Acquires and aggregates health information from inpatient and ambulatory data sources to build a clinical data repository (CDR), or series of repositories, for clinical use and rapid retrieval and display by end-user applications. Staging the data enables access anytime in a highly secure and scalable environment. Data in data stages are owned by Participant. Data Stage servers can be hosted by WISHIN/the System Software Licensor or by the Participant. Data is not comingled across Participant data stages.

Record Locator Service	Rapidly locates patient information in a confederated deployment with multiple databases containing patient information from disparate hospitals, health systems and communities. Works in concert with the Identity Management Services to efficiently index the location of all relevant data for a specific patient, enabling the rapid retrieval and display of the patient's longitudinal community patient record.
Orders (limited availability)	This module leverages the HIE to automate the order initiation and communication between the ordering clinician and the hospital or organization filling the order – eliminating communication errors while improving workflow and efficiency. This module adapts to the needs of the ordering clinician, enabling ordering directly from an EHR or from an electronic order entry module for paper-based practices. The hospital management component offers several integration options, which can be incrementally layered, depending upon internal system capabilities, policy and procedures, and hospital business strategy.
HIE Operational Analytics	HIE operational analytics designed to help organizations evaluate the data they are currently capturing and what insight might be derived from that data.
eHealth Exchange/HIE Gateway	Connects an HIE to any other HIE using IHE profiles – promoting true, connected healthcare for care collaboration locally, regionally, statewide and across the nation.
Biosurveillance Gateway	Monitors, formats, and transmits electronic syndromic surveillance data to empower public health agencies with early detection, early information-sharing, and the ability to make informed decisions about public health threats.
Immunization Gateway	Enables providers to view a patient's immunization record or electronically submit immunization administration information to their state.
Novo Grid	
The Novo Grid is patented distributed technology for "last mile" connectivity to physician practices. It is the HIE foundation for achieving Meaningful Use and creating a network of providers across a community of care. The Grid connects disparate systems across multiple inpatient and ambulatory care locations for the seamless exchange of health information.	
HCS	
HCS medication reconciliation is an add-on option available to WISHIN Pulse customers via the WISHIN Pulse web portal. This feature includes the ability to obtain a patient's prior medication history including medication fill and refill information as part of the WISHIN Pulse community health record. This feature does not come standard with WISHIN Pulse and must be purchased separately.	
Third-Party Software	
<p>The following Third-Party Software may be used as part of the System Software:</p> <ul style="list-style-type: none"> • Software developed by the Apache Software Foundation (www.apache.org) including the Apache Web servers and the Tomcat application server • Java SE Runtime Environment (JRE) Version 6.0 from Sun Microsystems (www.sun.com) • The HAPI Java-based HL7 2.x parser (http://hl7api.sourceforge.net) • Java UUID Generator (www.doomdark.org/doomdark/proj/jug) • The iText library that allows you to generate PDF files on the fly (www.lowagie.com/iText) • Apache Jakarta Commons libraries (http://jakarta.apache.org/commons) • XML Im-/Exporter library (http://xml-im-exporter.sourceforge.net/) • The Bouncy Castle Crypto APIs (www.bouncycastle.org/index.html) • The Font-Box library 	

ATTACHMENT 4: PERMITTED USES: APPROVED USE CASES

#	Use Case Name	Description	Date Approved	Category
1	Creation, modification, maintenance, and inactivation of participant users	This use case allows technical security staffs at each Participant organization to create, modify, and deactivate the participant user accounts for their organization.	7/18/2013	Health Care Operations
2	Auditing of participant end user system activities	This use case allows privacy and security staff at each Participant organization to access audit logs and reports showing system activity for their users and their patients.	7/18/2013	Health Care Operations
3	Notifications to Payers	<p>This use case allows for reports or notifications of health care encounters to be provided by WISHIN to Payers. The reports or notifications include Health Data related to the Payer's covered members who have had a recent health care encounter and is intended to assist the Payer in the management of its members. The reports or notifications promptly alert Payers of their members' health care encounters well before any subsequent claim would be received by the Payer. This can enable care managers to follow up with members more promptly, help members get assigned to a primary care provider, and ensure the patients honor their scheduled appointments.</p> <p>The reports or notifications are based on the payer-supplied enrollment data.</p>	7/18/2013 Updated: 8/11/2014, 2/11/2015, 3/23/2016, 5/21/2018	Care Coordination by MCOs
5	Notifications to Health Care providers	<p>This use case allows for reports or notifications of health care encounters to be provided by WISHIN to Health Care Providers. The reports or notifications are intended to assist Health Care Providers in the management of their patients and enable Health Care Providers to promptly follow up with the patients, address any potential avoidable hospital visits, or schedule follow-up appointments as appropriate.</p> <p>The reports or notifications are delivered only to Health Care Providers that have a treatment relationship with the patient or to whom the patient is attributed for care-management purposes.</p>	7/18/2013 Updated 8/11/2014, 2/11/2015, 3/23/2016, 5/21/2018	Care Coordination by providers
6	Quality organization (not owned by a Health Care Payer) receipt of Health Data for specific quality initiatives/measures	<p>This Use Case would allow WISHIN participants the option of having their clinical data shared via WISHIN to quality organizations not owned by a Health Care Payer in support of specific initiatives.</p> <p>Data sharing would be limited to</p> <ol style="list-style-type: none"> 1. only participants that have agreed to include their data in the data sent to the quality organization, and 2. only data needed for the specific quality initiative/measure <p>WISHIN participants will have the option of having their data included in the Health Data that get sent to the quality organizations.</p>	8/11/2014	Quality reporting and measures

#	Use Case Name	Description	Date Approved	Category
7	Send transactions to payer organizations for their members	<p>This Use Case would allow WISHIN participants the option of having their clinical data shared via WISHIN to payer organizations.</p> <ol style="list-style-type: none"> 1. Data would be shared with a payer or payers only if the participant agrees to permit such sharing, and only for uses mutually agreed-upon by the payer and participant. 2. Patient data would be sent to the payer only if both the following criteria are met: (a) the patient appears on the current member file supplied to WISHIN by the payer; and (b) the patient is identified in the participant's ADT transactions as being covered by the payer on the date of the transaction. 3. Care Summaries (CCDAs) will not be shared as part of this use case. <p>WISHIN participants will have the option of having their data included in the Health Data that gets sent to the payer organizations.</p>	5/6/2015	Provider-Payer data sharing
8	Health Care Payer Access for Claims Adjudication, Prior Authorization, Care Management and Collection of Quality Data	This Use Case allows Participants, which are Health Care Payers, to access and use Health Data of individuals insured or covered by a health benefit plan administered by the Health Care Payer, for claims adjudication, prior authorizations, care management and collection of quality data. No other access to, and use of, Health Data is permitted under this Use Case including, but not limited to pricing and underwriting.	10/11/2017	Provider-Payer data sharing
9	Ambulance and EMS Provider Access for Billing and Collection	This Use Case allows Participants, which are ambulance services or emergency-medical-services (EMS) providers, to access encounter Health Data for billing and collection. The accessed Health Data would be for patients to whom the ambulance/EMS provider rendered services and from the encounter data prepared by the Participant to which the patient was transferred by the ambulance/EMS provider.	10/11/2017, 5/21/2018	Provider Billing Operations

ATTACHMENT 5: SUBSCRIPTION AND SERVICE FEES

Participant Organizations Covered under this Agreement include:

Wholly-owned, Independent, or Affiliate	Organization Name	Organization Type (e.g., hospital, clinic, nursing home, etc.)	City	Number of Providers*
Wholly owned	City of Franklin Public Health Department	Public Health	Franklin	1

*Providers = MDs, DOs, PAs, APNPs, and any other ordering and/or prescribing staff

1: Number of Providers (MDs, DOs, PAs, APNPs, and any other ordering and/or prescribing staff)

1: Number of Participant Organizations listed above.

Covered Providers or Members under this Agreement (WISHIN Pulse)

As used in this Attachment 5, "**Providers**" means all ordering and/or prescribing providers of Participant and the above-listed Participant Organizations; and "**Members**" means those subscribers, employees and their dependents for whom Participant provides or administers health insurance or self-insured health benefits and for whom Participant will utilize WISHIN Pulse. Participant certifies that the current number of Members and/or Providers of Participant and the Participant Organizations is **correctly stated above**.

Pricing

Subscription and Service Fees:

WISHIN Pulse Subscription Fee	\$3,000.00
Total Subscription Fees:	\$3,000.00

One-time Fees:

WISHIN Pulse Onboarding Fee	\$1,500.00
Total One-time Fees:	\$1,500.00

WISHIN will make its services elected in Attachment 1 available to Participant's Authorized Users at no cost through June 30, 2024. During this no cost period, Participant will not be obligated to pay the Subscription Service Fees or One-time Fees above.

One hundred percent of the Subscription Service Fees (**\$3,000.00**) and One-time Fees (**\$1,500.00**) will be due in accordance with Section 13.1 of this Agreement. Each subsequent year, WISHIN will invoice Participant the Annual Subscription Fees for the following twelve (12) months (a "renewal term") for all elected Products and Services. WISHIN may change the Annual Subscription Fees for any renewal term in accordance with Section 8.1 of the Agreement and if Participant requests additional Products and/or Services.

Reconciliation

At the end of any term, WISHIN and Participant will verify the number of Members or Providers for the preceding twelve (12) months. If the number of Members or Providers exceeds the number of Members or Providers used in calculating Subscription Fees for that year, Participant shall pay WISHIN an additional Subscription Fee for the preceding twelve (12) months for such excess number of Members or Providers. If the number of Members or Providers is less than the number of Members or Providers used in calculating Subscription Fees for that year, Participant shall receive a credit for the reduced number of Providers, which will be applied to Participant's Subscription Fee for the new twelve (12) month period.

In no event will the annual Subscription and Service Fees be less than \$3,000.00

WISHIN may change the per Members or Provider per year rate for the Subscription and Service Fees for renewal terms in accordance with Section 8.1 of the Agreement. WISHIN also may invoice Participant for additional Subscription and Service Fees at any time there is a significant increase in the number of Members or Providers and at any time Participant subscribes for additional products and/or Services.

Additional Fees

Subscription and Service Fees

In addition to any changes in the Subscription and Service Fees on the anniversary dates and any changes in the per Members or Provider per year rate, Subscription and Service Fees may be modified by WISHIN when

- Any new Participant Organization or Members or Providers are added, with the fees prorated for any partial contract year,
- Participant subscribes for any additional product or Services,
- There is a significant increase in the number of Providers or Members (as applicable) above the number certified above in this Attachment 5
- Hospitals The annual subscription fee for any additional hospital is based on WISHIN's pricing formula applied to the hospital's net patient revenue. Fees for additional hospital(s) would be added to the Participant Organizations covered under this Agreement.
- Non-hospital Participant Organizations The annual subscription fee is based on the number of non-hospital Participant Organizations and the number of Providers covered by this Agreement. Subscription fees will be increased when there is a net increase in the number of Participant Organizations and/or the number of Providers or Members (as applicable) over the number at the time of execution of this Agreement. New Participant Organizations would be added to the Participant Organizations covered under this Agreement.

Fees for One-time Services

- When additional Participant Organizations are added to an existing data source requiring no new interface to the WISHIN system, there shall be no additional WISHIN Pulse onboarding fees.
- When new interfaces are requested by Participant or are required due to a new data source, one-time onboarding fees may apply.
- The addition of new products and/or Services (including new interfaces) may require additional one-time fees.
- When additional patient or member files are added.
- Prices listed assume that interface onboarding will occur in the number of phases listed in the Products and Services section above under "Onboarding Phases". Additional one-time fees may apply if interface onboarding occurs over more phases than indicated.

ATTACHMENT 6: BUSINESS ASSOCIATE PROVISIONS

This Attachment applies if Participant is a "covered entity" under HIPAA. In that event, WISHIN and any WISHIN Subcontractor shall be a "Business Associate" of Participant for purposes of HIPAA and this Attachment.

1. Definitions. The following terms used in this Attachment are defined as follows:

- a) "**Breach**" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- b) "**Breach Notification Rule**" means 45 C.F.R. Part 164, Subpart D.
- c) "**Electronic Protected Health Information**" or "**EPHI**" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
- d) "**Electronic Transactions Rule**" means the final regulations issued by HHS concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.
- e) "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended and as implemented by the Department of Health and Human Services regulations, including the Privacy Rule, the Security Rule and the Breach Notification Rule. As used in this Attachment, "HIPAA" includes those provisions of the HITECH Act relating to the privacy or security of Protected Health Information.
- f) "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, as amended.
- g) "**HHS**" means the United States Department of Health and Human Services.
- h) "**Individual**" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i) "**Privacy Rule**" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- j) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to Participant's PHI. PHI includes EPHI.
- k) "**Required By Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- l) "**Secretary**" shall mean the Secretary of HHS or his designee.
- m) "**Security Incident**" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- n) "**Security Rule**" means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and 164, Subpart C.
- o) "**Subcontractor**" has the same meaning given to the term "subcontractor" in 45 CFR § 160.103. Pursuant to 45 CFR § 160.103, a Subcontractor is a "business associate" under HIPAA.
- p) "**Transaction**" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.
- q) "**Unsecured Protected Health Information**" has the same meaning given to the term "unsecured protected health information" in 45 C.F.R. § 164.402.

Capitalized terms used, but not otherwise defined, in this Attachment shall have the same meaning as those terms in the Privacy Rule, the Security Rule or the Breach Notification Rule.

2. Business Associate Compliance with HIPAA. Business Associate shall comply with all provisions of HIPAA that are applicable to business associates including, if Business Associate creates, receives, maintains or transmits EPHI on behalf of Participant, the Security Rule. Except as permitted by HIPAA or a valid authorization obtained from an individual in accordance with 45 C.F.R. 164.508, Business Associate shall not directly or indirectly receive remuneration in exchange for the PHI of the individual.

3. Permitted Uses and Disclosures of PHI.

- a) **Services for Participant.** Business Associate may use and disclose PHI received from, or created or received on behalf of, Participant only as permitted or required by any Agreement for services between Business Associate and Participant, this Attachment, as permitted by law, or as otherwise authorized in writing by Participant.
- b) **Business Associate's Operations.** Business Associate may use and disclose PHI for proper management and administration of Business Associate's business and to carry out its legal

responsibilities Business Associate only may use or disclose PHI pursuant to this paragraph if (i) such use or disclosure is required by law, or (ii) Business Associate receives reasonable written assurance from any person or organization to whom Business Associate will disclose PHI that the person or organization will hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization and the person or organization will notify Business Associate of any breach of confidentiality related to the PHI If the disclosure is to a Subcontractor, these reasonable assurances shall include a written contract or other arrangement that complies with the requirements for business associate contracts under 45 C F R § 164.314(a)(2)

- c) **Data Aggregation.** Business Associate may use or disclose PHI to provide data aggregation services on behalf of Participant relating to the health care operations of Participant
- d) **Minimum Necessary.** In its performance of the functions, activities, services, and operations specified above, Business Associate will make reasonable efforts to use, disclose, and request only the minimum amount of Participant's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Participant is required to limit its use, disclosure or request to the minimum necessary To the extent it uses, discloses, and requests PHI in a manner that involves Business Associate, Participant will make reasonable efforts to use, disclose, and request only the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request to the extent it is required to do so under HIPAA The phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act
- e) **De-Identified Use of PHI.** Business Associate may de-identify PHI in accordance with the requirements outlined in the Privacy Rule Data that has been de-identified will no longer be subject to the terms of this Attachment
- f) **Performance of Participant's Obligations.** To the extent Business Associate is to carry out Participant's obligations under the Privacy Rule, Business Associate will comply with the Privacy Rule's requirements that apply to Participant in the performance of such obligations

4. **Unauthorized Uses and Disclosures of PHI.** Business Associate shall not (and shall ensure that its officers, directors, agents, employees and Subcontractors do not) use or disclose PHI that Business Associate receives from Participant or any other HIPAA business associate of Participant in any manner other than as permitted or required by any Agreement for services between Business Associate and Participant, this Attachment, or as Required by Law This Attachment does not authorize Business Associate to use or disclose Participant's Protected Health Information in a manner that would violate the Privacy Rule if done by Participant

5. **Safeguards Against Misuse of Information.** Business Associate will develop and use appropriate administrative, technical and physical safeguards as are required by HIPAA to prevent the improper use or disclosure of PHI Such safeguards shall include, but not be limited to, developing, documenting and keeping current policies and procedures and training personnel regarding the proper use and disclosure of PHI If Business Associate creates, receives, maintains or transmits EPHI on behalf of Participant, Business Associate shall implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Participant's EPHI as required by the Security Rule Such safeguards shall include, but not be limited to, developing, implementing and maintaining adequate administrative safeguards to manage the selection, development, implementation, and maintenance of security measures to protect EPHI, physical safeguards to protect Participant's EPHI from natural and environmental hazards, and unauthorized intrusion, and technical safeguards for its use that protect EPHI and control access to such information

6. **Disclosures To Third Parties.** Prior to disclosing PHI to an agent or Subcontractor of Business Associate, Business Associate shall obtain written assurance from such party that it agrees to be bound by the same restrictions and conditions that apply to Business Associate with respect to PHI If the disclosure is to a Subcontractor, the assurance shall include a written contract or other arrangement that complies with the requirements for business associate contracts under 45 C F R § 164.314(a)(2) Business Associate shall provide Participant with copies of such written assurance upon request

7 **Reporting of Any Breach, Improper Use or Disclosure, and Security Incidents**

- a) **Breach.** Business Associate shall notify Participant without unreasonable delay (and in no case later than 10 days after discovery of a Breach) of any Breach of Protected Health Information
- b) **Security Incidents.** Business Associate will report to Participant any Security Incident within 10 days of Business Associate becoming aware of the Security Incident. The parties acknowledge that this paragraph constitutes notice by Business Associate to Participant of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Participant shall be required. "Unsuccessful Security Incidents" means pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI
- c) **Other Improper Uses and Disclosures.** Business Associate shall report to Participant any use or disclosure of Participant's PHI that is not provided for by this Attachment within 10 days of Business Associate becoming aware of such use or disclosure
- d) **Details for Notices and Reports.** Business Associate's notices and reports under this Section 7 shall identify
 - the nature of the Breach, unauthorized use or disclosure or Security Incident, which shall include the date(s) of the same and the date of discovery,
 - the PHI used or disclosed, on an individual basis (such as whether full names, dates of birth, home addresses, etc. were involved),
 - how the Breach, unauthorized use or disclosure or Security Incident occurred,
 - the identity, if known, of any individual who received PHI due to an unauthorized use or disclosure,
 - what Business Associate has done or shall do to mitigate any effect of the use or disclosure

8. **Access to PHI.** If PHI is in a Designated Records Set, Business Associate agrees to make available PHI in accordance with 45 C F R § 164.524

9. **Amendments to PHI.** If PHI is in a Designated Records Set, Business Associate agrees to make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C F R § 164.526

10. **Accounting of Disclosures.** Business Associate agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C F R § 164.528

11. **Availability of Books and Records.** Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Participant available to the Secretary of the United States Department of Health and Human Services for purposes of determining Participant's compliance with the Privacy Rule

12. **Return or Destruction of PHI.** Upon termination of the Agreement, Business Associate shall cease all use and disclosures of Participant's PHI except as directed by Participant. In addition, Business Associate will, if feasible, return or destroy all PHI of Participant, including all PHI Business Associate has disclosed to its employees, Subcontractors and/or agents. Destruction shall include destruction of all copies including backup tapes and other electronic backup medium. If such return or destruction is not feasible, Business Associate will extend the protections of this Attachment to the information and limit further uses and disclosures to those purposes that make return or destruction of the information infeasible

13. **Participant's Obligations.** Participant shall promptly notify Business Associate of the following

- a) Any limitation(s) in Participant's notice of privacy practices in accordance with 45 C F R § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI

- b) Any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI
- c) Any restriction to the use or disclosure of PHI that Participant has agreed to in accordance with 45 C F R § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

14. Breach of Agreement/Termination of Agreements. In the event either party (the "Non-breaching Party") has evidence that the other party, or the other party's agent, Subcontractor, or contractor (the "Breaching Party"), has committed a material breach of this Attachment or violation of HIPAA, the Non-breaching Party shall have the right to (i) provide the Breaching Party with an appropriate period to cure the breach or end the violation, (ii) terminate this Attachment and any other Agreement between the parties if the Breaching Party does not cure the breach or end the violation within the time specified by the Non-breaching Party, or (iii) if termination is not feasible, report the problem to the Secretary of the HHS. The Non-breaching Party may exercise its right to terminate this Attachment and any other Agreement between the parties by providing written notice of termination stating the breach of the Agreement that provides the basis for termination. No waiver of any breach of any provision of this Attachment shall constitute a waiver of any prior, concurrent or subsequent breach.

15. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

16. Judicial and Administrative Proceedings. If Business Associate is legally compelled by law, process or order of any court or governmental agency or otherwise to disclose PHI submitted to Business Associate by Participant, Business Associate shall, prior to making any such disclosure, give Participant prompt notice to permit Participant to seek a protective order or to take other appropriate action.

17. Enactments and Amendments to HIPAA. If there are amendments to HIPAA, or if there are any changes in the manner in which HIPAA is interpreted by the agencies or courts, the parties shall take those actions necessary to comply with the current state of the law, including by amending this Attachment.

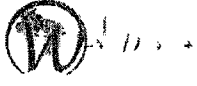
18. Interpretation. Any ambiguity in this Attachment shall be resolved to permit compliance with HIPAA.

19. No Third-Party Beneficiaries. There are no third-party beneficiaries to these Business Associate provisions.

20. Compliance with Law. To the extent Business Associate is to carry out Participant's obligations under the Privacy Rule, Business Associate will comply with the Privacy Rule's requirements that apply to Participant in the performance of such obligation.

**ATTACHMENT 7: SAMPLE WISHIN DIRECT+ ORGANIZATION REPRESENTATIVE IDENTIFY
VERIFICATION FORM**

Following is a SAMPLE Identity Verification Form. DO NOT USE. WISHIN will provide the appropriate form as part of the implementation and onboarding process for WISHIN Direct+.



WISHIN Direct+
Organization Representative Identity Verification Form

WISHIN Direct+ Identity Verification Form for
Organization Representatives

#Name

#Domain

CONFIDENTIAL

I



WISHIN Direct+ Organization Representative Identity Verification Form

Purpose

Your organization has contracted with the Wisconsin Statewide Health Information Network (WISHIN) to receive WISHIN Direct+ services.

Your organization has selected the following WISHIN Direct+ domain #Domain

This WISHIN Direct+ Identity Verification form must be completed by at least one representative from your organization for the above WISHIN Direct+ domain

By completing this form, you are agreeing to perform the responsibilities and comply with the requirements set forth in this document.

Overview

1 WISHIN Direct+

1.1 Direct Messaging and WISHIN Direct+

Direct messaging, often called "Direct," is a basic form of health information exchange (HIE) that allows health care providers to securely and electronically send patient information to other specified providers, or to patients themselves. Commonly compared to sending secure email, this information is sent over the Internet in an encrypted, protected way that is HIPAA-compliant.

WISHIN is a Health Information Service Provider (HISP), which means WISHIN is certified to offer Direct addresses (which are similar to email addresses) and WISHIN provides the service to transmit the Direct messages. WISHIN's HISP and Direct messaging product is known as WISHIN Direct+.

With a WISHIN Direct+ address, a health care provider can exchange clinical documentation with providers or patients registered with another HISP anywhere in the United States, provided the other HISP conforms to the standards and requirements required for Direct messaging established by The Direct Project (www.wiki.directproject.org) and any other requirements identified by the receiving HISP.

1.2 The Direct Project

The Direct Project is a federal government standard designed to enable simple, secure, email-based exchange of clinical documentation between health care providers. Because WISHIN is a HISP, WISHIN customers can assign and administer a WISHIN Direct+ address (similar to an email address) for each health care provider in their "domain." In addition, WISHIN can also assign and administer WISHIN Direct+ addresses on behalf of our customers in our standard "domain."

WISHIN Direct+ conforms to the requirement set forth by the national Direct Project (www.wiki.directproject.org), including the "Applicability Statement for Secure Health Transport," which describes how to use SMTP, S/MIME, and X.509 certificates to securely transport health information over the Internet.

1.3 WISHIN Direct+ Domains and Addresses

WISHIN customers assign and administer a WISHIN Direct+ address (similar to an email address) for each health care provider in their "domain."

Your organization has selected the following WISHIN Direct+ domain #Domain



WISHIN Direct+ Organization Representative Identity Verification Form

Organizations are required to assign and manage all of the WISHIN Direct+ addresses for their domain

1.4 Exchanging Messages with Health Care Providers on Other HISPs

As noted above, "with a WISHIN Direct+ address, a health care provider can exchange clinical documentation with providers or patients registered with another HISP anywhere in the United States, provided the other HISP conforms to the standards and requirements required for Direct messaging established by The Direct Project (www.wiki.directproject.org) and any other requirements identified by the receiving HISP." Some HISPs also require participation in the Direct Trusted Agent Accreditation Program, or DTAAP, in order to exchange messages with their HISP. This is sometimes referred to as being a "DirectTrust participant."

To ensure our customers are able to send Direct messages to other health care providers, regardless of the HISP those others may be using, WISHIN's System Software Licensor is participating in DTAAP and is a "DirectTrust participant." WISHIN is also a member of DirectTrust.

1.4.1 DirectTrust and DTAAP

DirectTrust (www.directtrust.org) is a non-profit health care industry alliance that has established and maintains rules, standards, and policies associated with the operation of the security and trust-in-identity layer for Direct exchange. Taken together, these make up a Security and Trust Framework that supports both Direct exchange implementers and users.

DirectTrust uses its Security and Trust Framework as the basis for a voluntary accreditation and audit program for Direct implementers and service providers (this program is known as the Direct Trusted Agent Accreditation Program, or DTAAP). DTAAP is operated as a partnership between DirectTrust and the Electronic Healthcare Network Accreditation Commission (EHNAC).

WISHIN's System Software Licensor is participating in DTAAP which recognizes excellence in health data processing and transactions, and ensures compliance with industry-established standards, HIPAA regulations and the Direct Project.

In addition to DTAAP, DirectTrust distributes what are known as "trust anchor" digital certificates from accredited HISPs so that Direct messages can be exchanged across different HISPs. WISHIN's trust anchor certificate will be part of DirectTrust's "trust bundle" to ensure Participants using WISHIN's HISP are able to exchange information with health care providers on other HISPs in the "trust bundle."

The EHNAC-DirectTrust accreditation program is endorsed by the Office of the National Coordinator for Health IT (ONC).



D +

WISHIN Direct+ Organization Representative Identity Verification Form

Participant Requirements

1 Definitions

Health Information Service Provider (HISP): the organizations responsible for on-boarding health care organizations and facilitating the transfer of ~~Direct~~ messages. WISHIN is a HISP. WISHIN Direct+ is the name of WISHIN's HISP and the product WISHIN uses to facilitate the transfer of ~~Direct~~ messages.

Certificate Authorities (CAs): organizations that issue Digital Certificates meeting the requirements set forth in the DirectTrust certificate policy

Registration Authorities (RAs): organizations that verify the identity of users in accordance with the required Levels of Assurance (LoA). Health care providers must meet DirectTrust LoA level 3 (LoA3) requirements (equivalent to NIST LOA3 - NIST publication 800-63). Anyone assigning a ~~Direct~~ address to a user and/or creating a Direct account is an RA. Your organization is the RA for your organization's WISHIN Direct+ domain.

Organization Representatives: individuals that serve as representatives for their organization with regards to RA responsibilities. The Organization Representative is responsible for managing use of the certificate for their organization. By completing this form you are applying to be the Organization Representative and Registration Authority (RA) for your organization's WISHIN Direct+ domain.

Trust Agents: individuals who assist in collecting the documentation necessary to establish Organization Representatives. Trust Agents must also be Organization Representatives. The Trust Agent then executes an agreement that appoints them as an agent for the purposes of collecting documentation, verifying identities, and providing identity information.

2 Participant Registration Authority Requirements

Digital Certificates are required for ~~Direct~~ messaging and thus, required for WISHIN Direct+. In order to receive a Digital Certificate, your organization must assign at least one Organization Representative. The assigned Organization Representative must complete this Identity Verification Form.

By completing this form you are applying to become the Organization Representative for your organization's WISHIN Direct+ domain. Organization Representatives are Registration Authorities for their organization's WISHIN Direct+ domain. As such, Organization Representatives must comply with all Direct Project and DirectTrust requirements for Registration Authorities.

Organization Representatives are required to verify the identity of all users to whom they assign a WISHIN Direct+ address. Identity verification must be done in accordance with DirectTrust Level of Assurance 3 (LoA3) standard. Typically, a health care provider will request a ~~Direct~~ address from you (as the Organization Representative). To verify that provider's identity you would verify the provider's paper credentials (like a driver's license) and/or verify credential records in databases. This process is called identity verification. As the Organization Representative you must maintain records of the identity verification you perform for all users you assign a ~~Direct~~ address to.

As the result of successful identity verification, the health care provider is given a WISHIN Direct+ address and becomes a user of the Digital Certificate assigned to your organization.

The table below summarizes the requirements for identity proofing set forth for LoA3



WISHIN Direct+
Organization Representative Identity Verification Form

Level of Assurance 3	
In Person	Remote
Applicant Actions ("Applicant" is person requesting a Direct address):	
Possession of verified current primary Government Picture ID that contains applicant's picture and either address of record or nationality (e.g. driver's license or passport)	Possession of a valid Government ID (e.g. a driver's license or passport) number and a financial account number (e.g. checking account, savings account, loan or credit card) with confirmation via records of both numbers
RA / Organization Representative Actions.	
<ul style="list-style-type: none">• Inspects Photo-ID and verify via the issuing government agency or through credit bureaus or similar databases. Confirms that name, DOB, address and other personal information in record are consistent with the user being provided the account• Compare picture to applicant, record ID number, address and DOB. If ID is valid and photo matches applicant then:<ul style="list-style-type: none">a) If ID confirms address of record, authorize or issue credentials and send notice to address of record, or;b) If ID does not confirm address of record, issue credentials in a manner that confirms address of record	<ul style="list-style-type: none">• Verifies information provided by applicant including ID number and account number through record checks either with the applicable agency or institution or through credit bureaus or similar databases, and confirms that name, DOB, address and other personal information in records are consistent with the application and sufficient to identify a unique individual.• Address confirmation:<ul style="list-style-type: none">a) Issue credentials in a manner that confirms the address of record supplied by the applicant, orb) Issue credentials in a manner that confirms the ability of the applicant to receive telephone communications at a number associated with the applicant in records, while recording the applicant's voice.

In addition to the identity verification requirements, your organization must comply with the following requirements that are specified by the Direct Project and/or DirectTrust. These are not an exhaustive list. Participants should refer to the Direct Project (www.wiki.directproject.org) and DirectTrust (www.directtrust.org) for a complete set of requirements.

- Your organization must have a written policy or practice statement that specifies the particular steps taken to verify identities for your WISHIN Direct+ domain and the identity verification and registration process must be performed according to that policy/statement.
- Your organization must provide WISHIN with a list of all WISHIN Direct+ addresses assigned to your WISHIN Direct+ domain.
- Individuals assigned a WISHIN Direct+ address must know who their Organization Representative is and that the Organization Representative represents them



WISHIN Direct+
Organization Representative Identity Verification Form

IDENTITY VERIFICATION AND AUTHORIZATION FORM

PARTICIPANT ORGANIZATION INFORMATION			
Organization Name:		Organization NPI:	
Organization Address (street):		Organization Phone #:	
(city, state):		Direct+ Domain:	
(zip):			

ORGANIZATION REPRESENTATIVE APPLICANT ("Applicant") INFORMATION			
First Name:		Last Name:	
Home Address (street):		Date of Birth:	
(city, state):		Email:	
(zip):		Phone Number:	

The undersigned Applicant and, if Applicant does not have signing authority for the organization, the signing authority, each warrants that all facts and information provided are accurate, current, complete and not misleading and further:

- 1 Agrees to comply with the responsibilities associated with being a Participant, including the terms and conditions found in this WISHIN Direct+ Participant Agreement,
- 2 Agrees to the terms of the Direct Certificate Authorization included in this document and acknowledge that DigiCert® may rely on your adherence to the attached terms in issuing a digital certificate to WISHIN
- 3 Agrees that Participant and all Participant Authorized Users shall accurately represent themselves in all communications using the digital certificate



PARTICIPANT ORGANIZATION AUTHORIZATION	
<i>If Applicant above does not have signing authority for the organization, the following information must be completed.</i>	
PRINTED NAME and TITLE OF ORGANIZATION'S SIGNING AUTHORITY	SIGNATURE OF ORGANIZATION'S SIGNING AUTHORITY



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WISHIN Direct+

Organization Representative Identity Verification Form

INSTRUCTIONS FOR NOTARY

FOR THE PURPOSES OF THIS DOCUMENT, PERSONAL ACQUAINTANCE WITH THE INDIVIDUAL IS INSUFFICIENT. YOU MUST:

- 1 Review two forms of current government-issued IDs containing the individual's name and photograph
- 2 Record the serial number and type of government-issued IDs presented by the Applicant. You should also record in your "notary's journal" the ID serial number of the Identification that was presented to you

TO BE COMPLETED BY APPLICANT IN THE PRESENCE OF THE NOTARY

Signed By: _____

(Sign Only in the Presence of Notary)

Printed Name: _____

First Name, Middle Initial, Last Name

Title: _____

Date: _____ Time: _____ A.M. / P.M.

Identification #1	Type of Document:		Photo: Y N
	Issued By:	Serial #:	
	Name on ID#1	Expiration Date	
Identification #2	Type of Document:		Photo: Y N
	Issued By:	Serial #:	
	Name on ID#2:	Exp. Date	

TO BE COMPLETED BY THE NOTARY

Acknowledgement

State of _____ County of _____
 The foregoing instruments were acknowledged before me this _____ day of _____, 20____, by the signer and subject of the above form (the Applicant), who personally appeared before me and signed or attested the same in my presence, and presented the following government-issued photo ID card as proof of his/her identity:

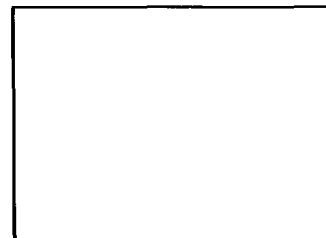
Notary Signature: _____

Print Notary Name: _____

Date: _____ Time: _____ A.M. / P.M.

Name of Organization Employing Notary

Phone: _____ Email: _____





WISHIN Direct+
Organization Representative Identity Verification Form

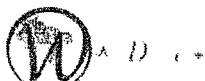
DIRECT CERTIFICATE AUTHORIZATION

PLEASE READ THIS AUTHORIZATION CAREFULLY BEFORE PROCEEDING. YOU MUST CHECK "I AGREE" AND INITIALING BELOW TO ACKNOWLEDGE THAT YOU HAVE READ THIS AUTHORIZATION, THAT YOU UNDERSTAND IT, AND THAT YOU APPROVE ISSUANCE OF THE CORRESPONDING DIGITAL CERTIFICATE. IF YOU HAVE ANY QUESTIONS REGARDING THIS AUTHORIZATION OR DO NOT WISH TO AUTHORIZE THE CERTIFICATE, PLEASE E-MAIL DIGICERT AT LEGAL@DIGICERT.COM OR CALL 1-800-896-7973 DO NOT CHECK "I AGREE" AND DO NOT PROCEED IF YOU DO NOT ACCEPT THE TERMS HEREIN OR AUTHORIZE THE CERTIFICATE'S ISSUANCE.

☐ I AGREE, _____
Initials

DigiCert, Inc. ("DigiCert") issues X.509 v 3 digital certificates ("Certificates") to customers of WISHIN. You, as either an individual or organization that will be named in a certificate, are providing this authorization to assist WISHIN in performing certain digital certificate-related duties that are normally reserved for Certificate subjects, usually an entity's equipment, personnel, or agents. These tasks include managing keys, registering devices, authenticating personnel with DigiCert and its Certificate systems, and installing, configuring, and managing issued Certificates. Therefore, you hereby agree and authorize WISHIN and DigiCert as follows:

- 1 **Certificates.** WISHIN may request and approve Certificates in your name and use issued Certificates for your benefit. DigiCert may issue, refuse to issue, revoke, or restrict access to Certificates in accordance with the instructions provided by WISHIN and rely on these instructions as if originating from you.
- 2 **Representations.** You represent that you are (1) a HIPAA-covered entity; (2) a HIPAA business associate, or, (3) a healthcare organization that treats protected health information with privacy and security protections that are equivalent to those required by HIPAA (each of the foregoing is defined herein as a "DigiCert-Qualified Entity"). You represent that you will limit your use of the digital certificate for the purposes required as such a DigiCert-Qualified Entity.
- 3 **Authorization.** You explicitly appoint WISHIN's employees and agents as your agent for the purpose of requesting, using, and managing Certificates and corresponding private keys. WISHIN's employees and agents are authorized to fulfill all obligations imposed by DigiCert with respect to the Certificate, communicate with DigiCert regarding the management of key sets and Certificates, and fulfill all roles related to Certificate issuance, such as a certificate requester, certificate approver, and contract signer (as used in the CA/Browser Forum's Extended Validation Guidelines for SSL Certificates). You hereby authorize WISHIN and its employees to
 - (i) Request Certificates for domains and emails owned or controlled by you or your affiliates,
 - (ii) Request Certificates naming you or your equipment, employees, agents, or contractors as the subject, and
 - (iii) Accept terms and conditions related to Certificates issued on your behalf
- 4 **Documentation.** For each certificate ordered by WISHIN under your authorization, DigiCert must obtain a personal attestation and a copy of all documentation necessary to verify the entity's identity. DigiCert may reuse this information in some cases. DigiCert may rely solely on the information you provide or previously provided when issuing a Certificate or may elect to perform additional verification prior to issuing a Certificate. You agree to provide, at all times, accurate, complete, and true information to DigiCert. If any information provided to DigiCert changes or becomes misleading or inaccurate, then you agree to promptly



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Organization Representative Identity Verification Form

update the information. You consent to (i) DigiCert's public disclosure of information embedded in an issued Certificate, and (ii) DigiCert's transfer of your personal information to DigiCert's servers, which are located inside the United States. DigiCert shall follow the privacy policy posted on its website when receiving and using information from you or WISHIN. DigiCert may modify the privacy policy in its sole discretion.

- 5 **Representation.** You represent that you have the authority to execute this authorization and, if applicable, bind your organization by its terms. By submitting documentation to DigiCert, you represent to DigiCert that (i) you have verified any named individual's name, address, email address, telephone number, birthdate, and any other information required by DigiCert and in accordance with any instructions provided by DigiCert, (ii) you have examined any relied upon documents for modification or falsification and believe that the documents are legitimate and correct, and (iii) you are unaware of any information that is reasonably misleading or that could result in a misidentification of the verified entity. These representations survive termination of this appointment until all Certificates that rely on the documentation expire.
- 6 **Duration.** This authorization lasts until revoked by you, and you are responsible for all Certificates requested by WISHIN on your behalf until after DigiCert receives a clear email message revoking the authorization at legal@digicert.com. Even after revocation, all representations and obligations herein survive until all Certificates issued under this authorization expire or are revoked in accordance with DigiCert's agreement with WISHIN. DigiCert may require that you periodically renew this authorization by resubmitting a copy of this authorization to DigiCert.
- 7 **Certificate Revocation and Termination.** DigiCert will revoke any Certificate issued to WISHIN on your behalf after receiving notice from you and after verifying the legitimacy of the revocation request. DigiCert may also revoke a Certificate issued to WISHIN on your behalf for any reason and without notice.
- 8 **Warranty Disclaimers.** DIGICERT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY LAW. DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY SERVICES WILL MEET ANY EXPECTATIONS OR THAT ACCESS TO SERVICES WILL BE TIMELY OR ERROR-FREE. DigiCert may modify or discontinue specific service or product offerings at any time. Nothing herein requires DigiCert to provide Certificates or other related services to you or WISHIN.
- 9 **Limitation on Liability.** YOU HEREBY WAIVE ANY RIGHT TO ANY DAMAGES RELATED TO DIGICERT'S SERVICES, INCLUDING THE ISSUANCE OR USE OF CERTIFICATES. DIGICERT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATA, OR OPPORTUNITY, EVEN IF DIGICERT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The limitations in this section apply to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of claims of liability, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this agreement were breached or proven ineffective.
- 10 **Notices.** You must send all notices (i) in writing, (ii) with delivery confirmation via first class mail, commercial overnight delivery service, facsimile transmission, email, or by hand, and (iii) addressed to DigiCert, Inc., Attn: Legal Department, 2600 West Executive Parkway, Suite 500, Lehi, Utah 84043, email legal@digicert.com, fax: 1-866-842-0223. DigiCert may change its address for notices by sending notice of the change to WISHIN. WISHIN is solely responsible for conveying notices to you. All notices to DigiCert are effective on receipt. DigiCert will deliver notices to you by delivering the notice to WISHIN. Notices are effective when sent to WISHIN in accordance with DigiCert's agreement with WISHIN.



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Organization Representative Identity Verification Form

- 11 Severability The invalidity or unenforceability of a provision under this authorization, as determined by an arbitrator, court, or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this agreement. The parties shall substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision
- 12 Intended Beneficiaries WISHIN and Direct+ are express and intended beneficiaries of your obligations and representations under this agreement.

BY CHECKING "I AGREE" AND INITIALING ABOVE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS DIRECT CERTIFICATE AUTHORIZATION, THAT YOU AGREE TO IT, AND THAT YOU AUTHORIZE ISSUANCE OF THE CERTIFICATE.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/06/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A PHYSICAL FITNESS FACILITY UPON PROPERTY LOCATED AT 7199 S 76TH STREET (BLACK DUCK PARTNERS, APPLICANT)	ITEM NUMBER D.7.

At its October 17th, 2024 meeting the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a Special Use for a Physical Fitness Facility use upon property located at 7199 S 76th Street (Black Duck Partners, Applicant).

The vote was 4-0-1, four “ayes”, no “noes” and one absents.

COUNCIL ACTION REQUESTED

A motion to approve Resolution No. 2024-_____, a resolution imposing conditions and restrictions for the approval of a Special Use for a Physical Fitness Facility use upon property located at 7199 S 76th Street (Black Duck Partners, Applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A PHYSICAL FITNESS FACILITY
USE UPON PROPERTY LOCATED
AT 7199 S 76TH STREET,
(BLACK DUCK PARTNERS, APPLICANT)

WHEREAS, BLACK DUCK PARTNERS, having petitioned the City of Franklin for the approval of a Special Use within Planned Development District 16, Franklin Centre, under Standard Industrial Classification Title No. 7991 “Physical Fitness Facilities”, to operate a physical fitness facility with proposed hours of operation Monday through Sunday, twenty-four hours a day, located at 7199 S. 76th Street, bearing Tax Key No. 755-1002-000, more particularly described as follows:

LOT 2 OF CERTIFIED SURVEY MAP NO. 8385, BEING A PART OF THE
NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 5
NORTH, RANGE 21 EAST

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 17th of October, 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 Black Duck Partners, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Black Duck Partners, successors and assigns, as a physical fitness facility use, which shall be developed in substantial compliance with, and operated and maintained by Black Duck Partners, pursuant to the application materials City file-stamped September 4th, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. Black Duck Partners, 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 Black Duck Partners physical fitness facility, 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 Black Duck Partners and the physical fitness facility use for the property located at 7199 S. 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. All signage shall comply with the requirements of Chapter 210 of the Municipal Code and must receive a Sign Permit from the City Development Department prior to installation.

BE IT FURTHER RESOLVED, that in the event Black Duck Partners, 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.

BLACK DUCK PARTNERS – SPECIAL USE

RESOLUTION NO. 2024-_____

Page 3

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

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

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



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of October 17, 2024

Special Use

RECOMMENDATION: City Development staff recommends approval of this special use request for a physical fitness facility, under SIC Code 7991 “Physical Fitness Facilities”, which is a special use in PDD District 16, Franklin Centre.

Project name:	Black Duck Partners, Special Use
Property Owner:	Franklin Station, LLC
Applicant:	Ryan Hansen, Black Duck Partners
Agent:	Laura Lewallen, pb2 architecture + engineering
Property Address/TKN:	7199 S. 76 th Street / 755 1002 000
Aldermanic District:	District 2
Zoning District:	PDD 16 – Franklin Centre
Staff Planner:	Luke Hamill, Associate Planner
Application number:	PPZ24-0154

INTRODUCTION:

Special Use Amendment request to allow for a physical fitness facility under SIC Code 7991 “Physical Fitness Facilities”, which is considered a special use in Planned Development District (PDD) 16, Franklin Centre, as the B-3 zoning district is used to determine permitted and special uses in PDD 16. There are no exterior changes proposed.

PROJECT ANALYSIS:

SIC Code 7991 “Physical Fitness Facilities” requires a special use permit in the B-3 Zoning District, which is the zoning district used to determine permitted and special uses in PDD 16. The applicant is not proposing any exterior improvements at this time.

SIC Code 7991 includes conventional carwashes, but also includes car detailing as part of its use:

7991 Physical Fitness Facilities

Establishments primarily engaged in operating reducing and other health clubs, spas, and similar facilities featuring exercise and other active physical fitness conditioning, whether or not on a membership basis. Also included in this industry are establishments providing aerobic dance and exercise classes

The applicant is proposing a Planet Fitness, which is a national chain of gyms throughout the country. They are proposing a 24/7 membership gym. The applicant is not proposing any exterior changes at this time, so a Site Plan submittal is not required.

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 fitness facility is consistent with the comprehensive plan as this site is designated as commercial in the future land use map of the <i>City of Franklin 2025 Comprehensive Master Plan</i> .
2. <i>No Undue Adverse Impact.</i>	City Development staff does not anticipate any “undue adverse impact” to adjacent properties as there are no proposed changes to the approved site plan and there will be no changes to the current grading, parking, landscaping, or lighting.
3. <i>No Interference with Surrounding Development.</i>	This site is zoned PDD 16, Franklin Centre and it's directly abutting the Franklin Centre Development which is also zoned PDD 16. The zoning to the West is undeveloped land that is R-6 and undeveloped land that is zoned R-8. The property abuts Loomis Road to the north. While the subject site is directly abutting residential zoning, they are undeveloped land and the nearest residential structure is approximately 800 feet from the property. In staff's opinion, the proposed fitness facility is compatible with the use and development of surrounding properties.
4. <i>Adequate Public Facilities.</i>	<p>The proposed development is currently served by public water supply and sanitary sewer service as depicted on the site utility plan (sheet C-8). <u><i>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.</i></u></p> <p>Refuse disposal: The approved site plan depicts a trash dumpster with a trash enclosure that meets the requirements of UDO §15-3.0803I <i>Trash Dumpsters and Garbage Receptacles</i>.</p>
5. <i>No Traffic Congestion.</i>	The proposed special use abuts a major parking lot that has the required parking for the use.
6. <i>No Destruction of Significant Features.</i>	The applicant is not proposing any exterior changes to any natural resources on the site.
7. <i>Compliance with Standards.</i>	The proposed development complies with the standards of the PDD 16, Franklin Centre, as well as off-street parking, queuing, landscaping, exterior lighting, architectural standards and snow storage requirements.

Summary of Standard	Staff's Finding

The applicant has submitted a substantially complete application for a special use permit, allowing for Section § 15-3.0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. City Development staff does not anticipate adverse impacts to adjacent properties.

SITE COMPLIANCE

A site visit was conducted as part of the City Development Staff's review. No site compliance issues were found.

STAFF RECOMMENDATION

City Development staff recommends approval of this special use request for a physical fitness facility, under SIC Code 7991 "Physical Fitness Facilities", which is a special use in PDD District 16, Franklin Centre.

Legal Description

**Lot 2 of Certified Survey Map No. 8385, being a part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9,
Township 5 North, Range 21 East**

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: Ryan Hansen	NAME: Laura Lewallen
COMPANY: Black Duck Partners	COMPANY: pb2 architecture + engineering
MAILING ADDRESS: 55 Jewelers Park Drive, Suite 500	MAILING ADDRESS: 4886 W Pauline Whitaker Parkway, Suite 200
CITY/STATE: Neenah, WI ZIP: 54956	CITY/STATE: Rogers, AR ZIP: 72758
PHONE: 262-812-9051	PHONE: 479.877.1655
EMAIL ADDRESS: ryan.hansen@black.duckpartners.com	EMAIL ADDRESS: laura.lewallen@pb2ae.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 7199 S 76th Street, Franklin, WI 53132	TAX KEY NUMBER: 7551002000
PROPERTY OWNER: Franklin Station LLC	PHONE: 513-746-2636
MAILING ADDRESS: 11501 Northlake Drive	EMAIL ADDRESS: aschrage@phillipsedison.com
CITY/STATE: Cincinnati, OH ZIP: 45249	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: Thomas Meyers - VP DATE: 08/28/2024	NAME & TITLE: Michael Dobynio - Owner DATE: 08/28/2024
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE: DATE:	NAME & TITLE: Killian McKenzie - Lead Development Manager DATE: 08/28/2024

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.franklinwl.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.franklinwl.gov.

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: Fitness Use approved in similar zoning districts.

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: We keep property clean & up to date w/ no hazards.

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: Will be in existing space.

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: All facilities are adequate.

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: All traffic ways are adequate & standard.

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: No changes to natural features proposed.

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: Intend to comply w/ standards.

- 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:

- 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: Provide public value.

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: No other sites deemed more 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: *No adverse effects anticipated.*

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: *Use is generally compatible in similar areas.*

City of Franklin

Department of City Development

Date: September 17, 2024
To: Laura Lewallen, pb2 architecture + engineering
From: Department of City Development Staff
RE: Special Use – Planet Fitness – Staff Comments

Department comments are as follows for the special use application for a Planet Fitness physical fitness facility submitted by Black Duck Partners and date stamped by the City of Franklin on August 30, 2024.

Department of City Development Staff Comments

1. This application is currently scheduled for the 10/17 Plan Commission meeting at 6:00 PM in the Council Chambers. If approved at that meeting, it will be on the November 6 Common Council Meeting.
2. Please submit 11 copies of the application materials to the Department of City Development by 4:30 PM, Monday, October 7, 2024.
3. Any proposed signage will require a Sign Permit with our department. You can find the sign permit application at this website: [Permit Applications \(franklinwi.gov\)](https://www.franklinwi.gov/PermitApplications)

Health Department Comments

1. Project summary states there will be a spa onsite. Prior to construction, plan review must be conducted by DSPS for the spa and associated filtration system. FHD will license and inspect the facility following DSPS approval and inspections. Application for license must be submitted to FHD prior to licensing and a pre-inspection will be conducted.

Fire Department Comments

1. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
2. Pre-existing fire alarm and fire sprinkler systems shall be maintained in compliance with relevant code.
3. Fire Extinguisher placement as per NFPA 10.
4. At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.
5. Master Key set required for placement in Knox Box.

6. Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>



4886 W. Pauline Whitaker Parkway
Suite 200
Rogers, Arkansas 72758
Phone: 479.636.3545

August 29, 2024

City of Franklin Planning & Development
Planning Division
9229 W. Loomis Road
Franklin, WI 53132

RE: Planet Fitness
7199 S 76th Street
Franklin, WI 53132

To Whom It May Concern:

Planet Fitness has over 2,500 locations nationwide. Black Duck Partners owns and operates 128 locations. They started in Wisconsin and grew to have locations all around the country (WI, IL, TX, NY, SC, GA, NE, IA, CAN, NV, AZ). They currently have over 20 locations in the Milwaukee area.

Planet Fitness operates 24/7 and fully staffed during business hours with 10-15 employees. Cameras are installed intermittently around the main gym floor, entrance doors, and overlooking the parking lot.

Sincerely,

A handwritten signature in blue ink that reads 'Laura Lewallen'. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Laura Lewallen, permit coordinator
pb2 architecture + engineering



4886 W. Pauline Whitaker Parkway
Suite 200
Rogers, Arkansas 72758
Phone: 479.636.3545

August 30, 2024

City of Franklin Planning & Development
Planning Division
9229 W. Loomis Road
Franklin, WI 53132

RE: Project Narrative
Planet Fitness
7199 S 76th Street
Franklin, WI 53132

To Whom It May Concern:

The proposed Planet Fitness remodel will be a full interior remodel and retrofit for a fitness center including the creation of locker rooms and spa facilities. Much of the space will include workout rooms with powered and non-powered fitness equipment. The square footage of the tenant space will not change.

There will be no changes to the parking lot or access to the entry. The entrance doors and storefront will be updated with new swinging doors. New exterior façade signage will be added.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Laura Lewallen', with a long, sweeping horizontal line extending to the right.

Laura Lewallen, permit coordinator
pb2 architecture + engineering

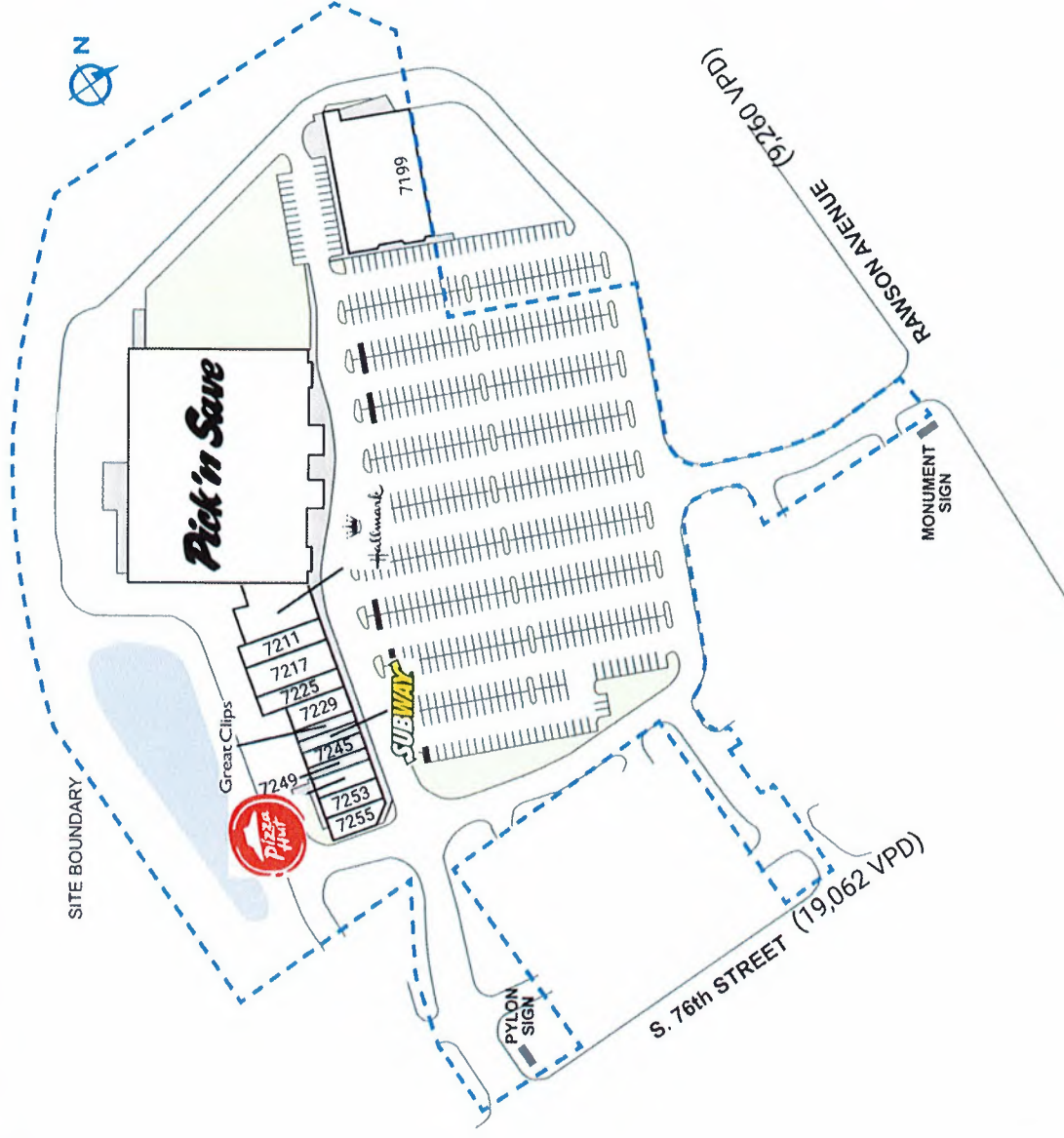
FRANKLIN CENTRE

7199-7255 S. 76th Street | Franklin, WI 53132

SPACE	TENANT	SQ. FT.
Shad1	Pantheon Restaurant	
Shad2	Franklin Village Properties	
Shad3	Taco Bell	
Shad4	North Shore Bank	
Shad5	Stark Yager	
Shad6	Loomis Wisconsin	
Shad7	Anchor Bank	
7199	Planet Fitness	18,392 SF
7201	Pick 'n Save	72,000 SF
7205	Hallmark	5,310 SF
7211	Desi Bazaar	3,160 SF
7217	Honey Butter Cafe	4,829 SF
7225	Smokey's Vape & Tobacco Outlet	2,297 SF
7229	Lectric Beach Tanning Salon	2,800 SF
7237	Great Clips	1,200 SF
7241	Subway	1,280 SF
7245	Optical Store	1,600 SF
7249	Zana Nails Spa	1,280 SF
7251	Pizza Hut	2,000 SF
7253	Franklin Rehabilitation	1,920 SF
7255	The Opal Dental Co.	2,000 SF
TOTAL SQ. FT.		120,068

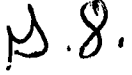
SITE LEGEND

- Available
- Leased (not occupied)
- Site Boundary
- Occupied
- Owned by Others



DISCLAIMER - This site plan is for general information purposes only and is not intended to constitute representations and warranties by Landlord as to the ownership of the real property depicted herein or the identity or nature of any occupants thereof.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/06/24
REPORTS & RECOMMENDATIONS	Resolution to amend Resolution No. 2022-7873 imposing conditions and restrictions for the approval of a Special Use for a condominium complex development use upon property located at 9524 S. Sophia Court (Stephen R. Mills, Loomis & Ryan, Inc., applicant, Home Path Financial Limited Partnership, property owner)	ITEM NUMBER  Ald. Dist. #6
<p>At its October 17, 2024, regular meeting, the Plan Commission heard this item and didn't provide a recommendation. A motion to recommend approval failed, the vote was 3-1-2, three 'ayes', one 'no' and two absences.</p> <p>City Development staff recommends approval of the resolution dated October 25, 2024, which includes the following condition: <i>The applicant must record the proposed sidewalk easement depicted on plan sheet C-15 dated April 9, 2024</i> (condition no. 4). Staff recommended denial of a previous version of this resolution without said condition as noted in the attached staff report.</p> <p><u>Fiscal impact:</u> no expenditures of city's funds is anticipated to adopt this resolution at this time. However, if this resolution is adopted, the applicant is not required to install pedestrian facilities on the south side of Ryan Road.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2024-____, to amend Resolution No. 2022-7873 imposing conditions and restrictions for the approval of a Special Use for a condominium complex development use upon property located at 9524 S. Sophia Court (Stephen R. Mills, Loomis & Ryan, Inc., applicant, Home Path Financial Limited Partnership, property owner)</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 10-25-24]

RESOLUTION NO. 2024-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2022-7873 IMPOSING
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR
A CONDOMINIUM COMPLEX DEVELOPMENT USE UPON PROPERTY LOCATED
AT 9524 S. SOPHIA COURT
(STEPHEN R. MILLS, LOOMIS & RYAN, INC.,
APPLICANT, HOME PATH FINANCIAL LIMITED PARTNERSHIP, PROPERTY
OWNER)

WHEREAS, Stephen R. Mills, Loomis & Ryan, Inc. having petitioned the City of Franklin for the approval of an amendment to Resolution No. 2022-7873, to allow for the development of a condominium complex (“Woodfield Trail”), property located at 9524 S. Sophia Court, bearing Tax Key No. 891-9054-000, more particularly described as follows:

Condominium Plat of Woodfield Trail, a Condominium. Being a part of the Southwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.; and

WHEREAS, such proposed amendment is to remove condition of approval No. 6 which states that: “The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement”; 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 3rd day of October, 2024, and the Plan Commission thereafter having entertained a motion to approve a resolution to approve the special use and the motion having failed, and the Common Council having considered the facts of the proposed development, and having determined that the proposed Special Use be approved, subject to certain conditions, and the Common Council 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 found that the proposed Special Use amendment, 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 Stephen R. Mills, Loomis & Ryan, Inc., to remove condition of approval No. 6 of Resolution No. 2022-7873, which states that: “The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement”, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use amendment is approved only for the use of the subject property by Stephen R. Mills, Loomis & Ryan, Inc., successors and assigns, as a condominium complex development use, which shall be developed in substantial compliance with, and operated and maintained by Stephen R. Mills, Loomis & Ryan, Inc., pursuant to those plans dated September 25, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Stephen R. Mills, Loomis & Ryan, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Stephen R. Mills, Loomis & Ryan, Inc. condominium complex 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 Stephen R. Mills, Loomis & Ryan, Inc., and the condominium complex development use, for the property located at 12000 West Loomis 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. The applicant must record the proposed sidewalk easement depicted on plan sheet C-15 dated April 9, 2024.

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

WOODFIELD TRAIL CONDOMINIUMS – SPECIAL USE AMENDMENT
RESOLUTION NO. 2024-_____

Page 3

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 an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of 2022-7873, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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

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

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

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

APPROVED:

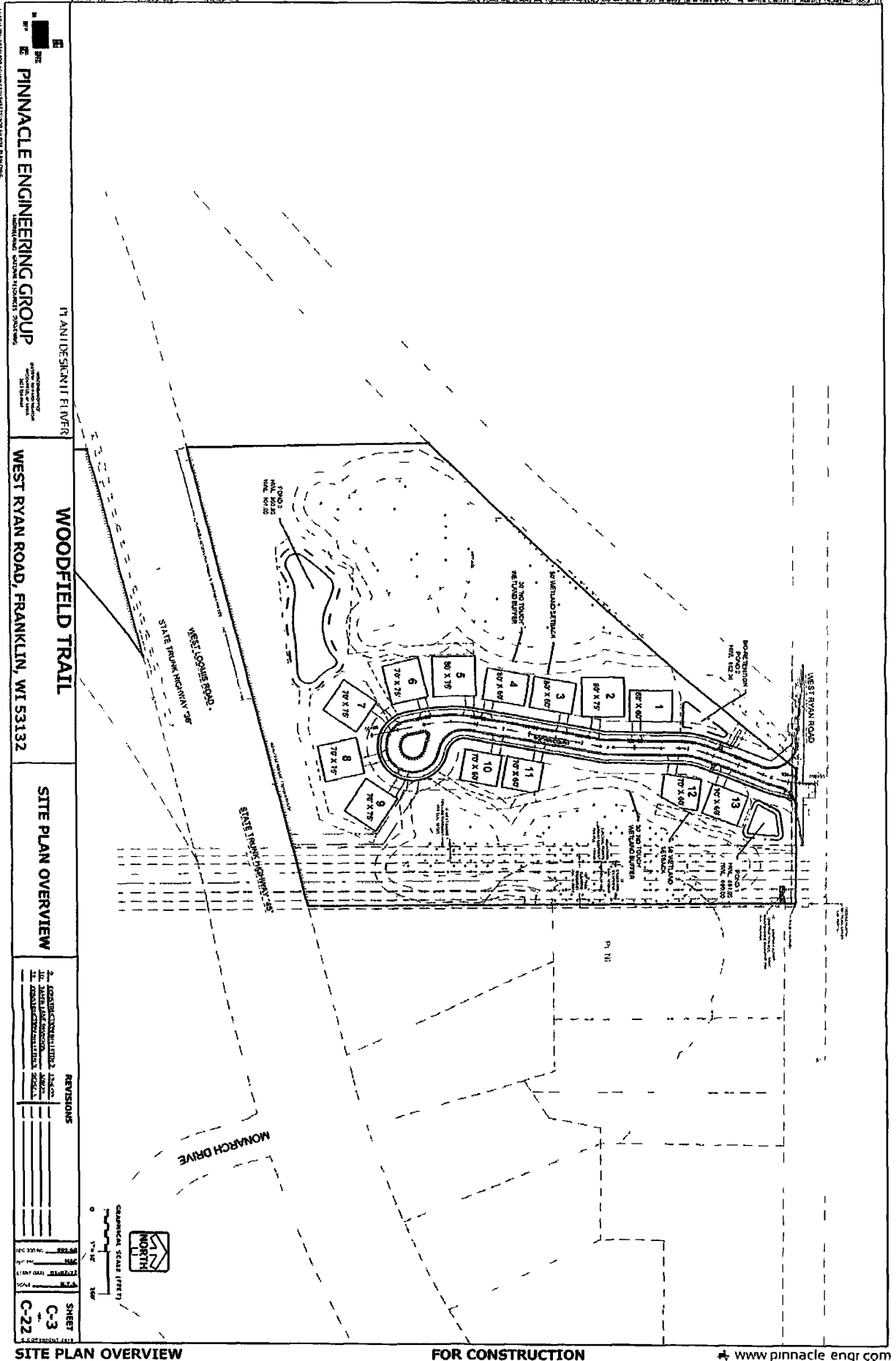
John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Exhibit A



MEMORANDUM

Item E.4.

Date: October 9, 2024
To: Plan Commission
From: Department of City Development
Régulo Martínez-Montilva, Planning Manager
RE: **Woodfield Trail, request to remove condition requiring sidewalk or trail**
Loomis & Ryan Inc. Special Use Amendment - 9524 S. Sophia Court

Since Planning and Engineering staff didn't agree with the design submitted by the applicant, this item is presented again for consideration of the Plan Commission in accordance with the motion below.

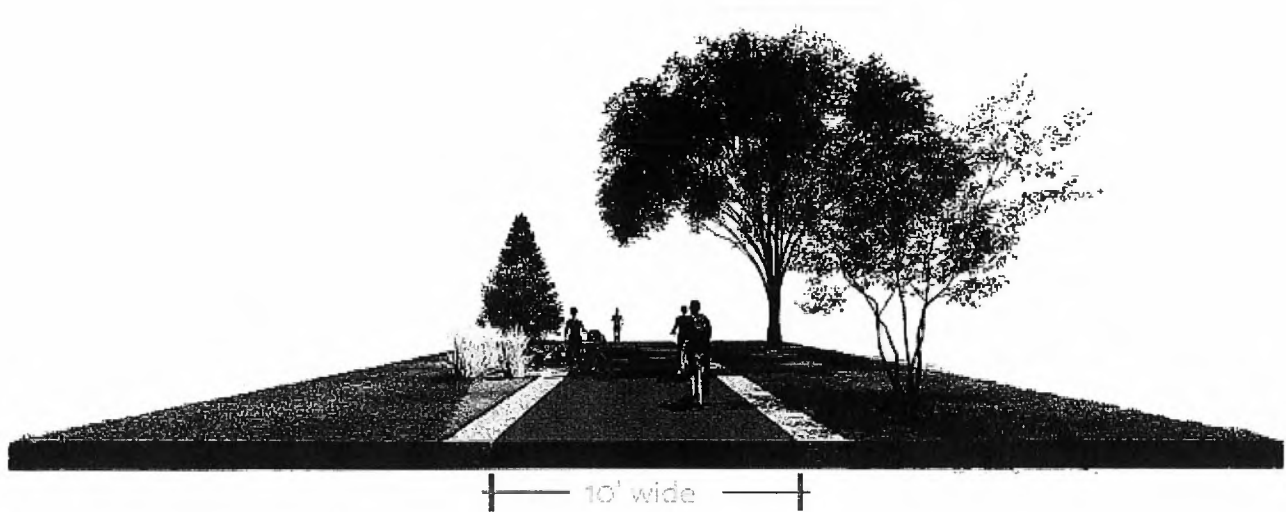
The Plan Commission held a public hearing for this project on October 3, 2024, and carried *a motion to recommend approval of a Resolution to remove condition No. 6 of Resolution No. 2022-7873 if the applicant submits a proposal for placement of this trail within the right-of-way, and the Engineering Department and Planning Department agree, then it would move forward to the Common Council; but if Engineering or Planning disagree it would come back to the Plan Commission.*

The applicant submitted the attached plans dated April 9, 2024, which depict a proposed 5-foot wide sidewalk and easement. Planning Manager Martínez met with City Engineer Paulos and concluded that the proposed design doesn't meet the recommendation of a 10-foot trail set forth in the Ryan Creek Master Plan as shown below:

PRIMARY TRAIL DESIGN

TRAIL CROSSING TYPES

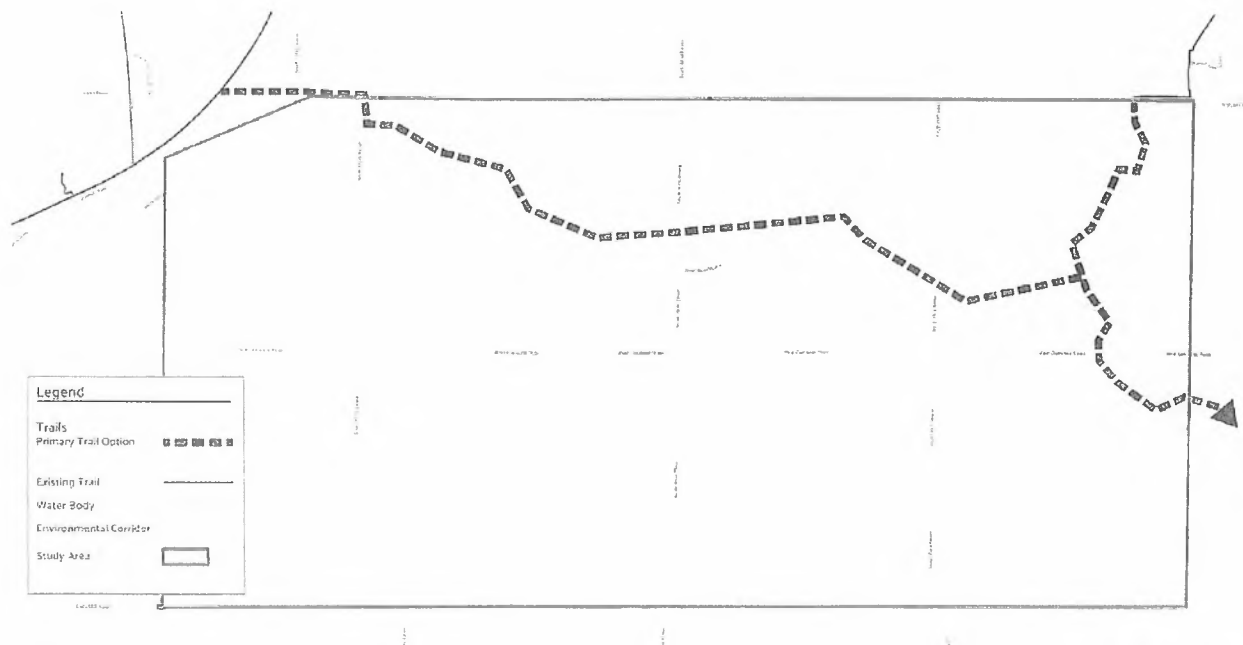
OTHER TRAIL FEATURES



Ryan Creek Pedestrian/Bicycle Trail Master Plan prepared by Graef and city staff
Trail design recommendations, page 14

Additionally, the trail segment in question is identified in this plan as a *Primary Trail Option*:

"Primary paths as shown below, should be continuous routes that connect as many important destinations as possible. The route identified as #1 in the planning process, looks to connect the west and east side of the study area. Meandering through as many natural areas as possible, it should provide a vibrant experience along Ryan Creek that ultimately connects up to the Oak Leaf Trail and the future 11th Street Trail."



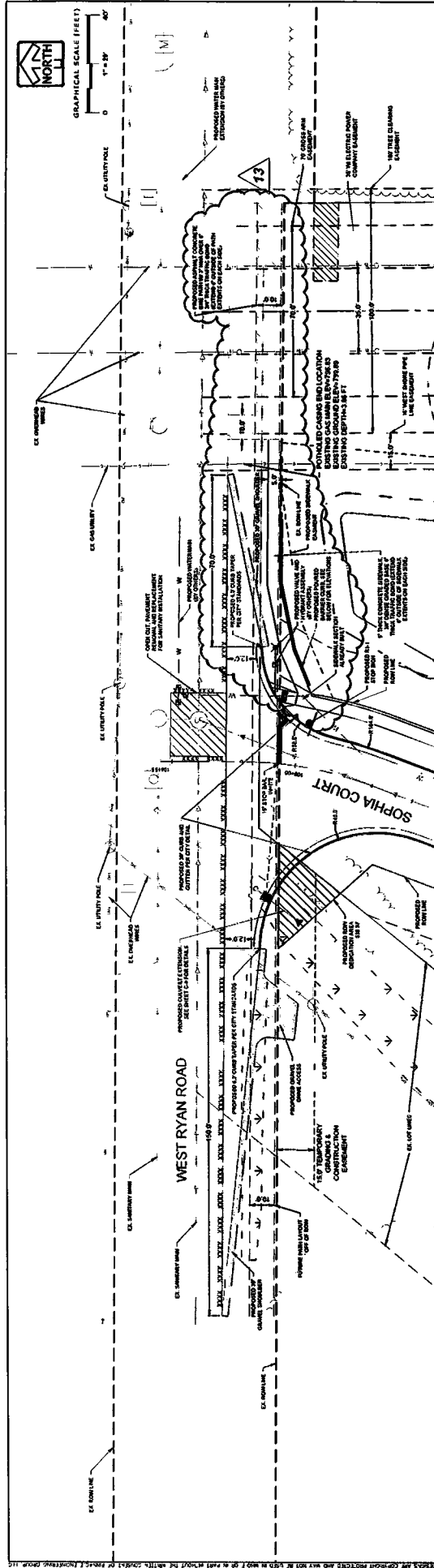
Franklin
MICHIGAN

RYAN CREEK PEDESTRIAN/BICYCLE TRAIL MASTER PLAN

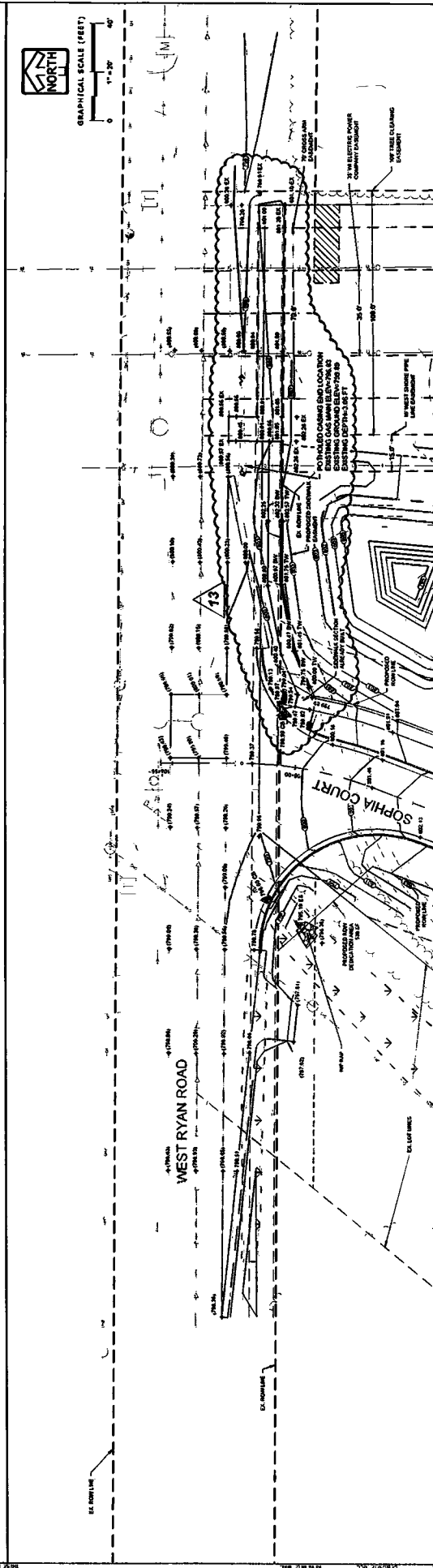
GRAEF

Primary Paths, page 14

The full Ryan Creek Pedestrian/Bicycle Trail Master Plan is available in the electronic meeting packet.



SOPHIA COURT-WEST RYAN ROAD: PROPOSED PAVING AND UTILITY PLAN



SOPHIA COURT-WEST RYAN ROAD- PROPOSED GRADING PLAN

 PINNACLE ENGINEERING GROUP ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE 1000 N. 10TH ST. SUITE 200 MILWAUKEE, WI 53233 TEL: 414.224.1100 FAX: 414.224.1101	WOODFIELD TRAIL WEST RYAN ROAD, FRANKLIN, WI 53132		INTERSECTION DETAILS	REVISIONS <table> <tr> <td>3.</td> <td>CONSTRUCTION IN LIFT 2</td> <td>12/26/22</td> <td>AD/CAL</td> </tr> <tr> <td>1B.</td> <td>TRAIL LANE DIMENSION</td> <td>10/1/22</td> <td></td> </tr> <tr> <td>1A.</td> <td>CONSTRUCTION IN LIFT 1</td> <td>9/25/22</td> <td></td> </tr> <tr> <td>12.</td> <td>CONSTRUCTION IN LIFT 4</td> <td>10/11/22</td> <td></td> </tr> </table>	3.	CONSTRUCTION IN LIFT 2	12/26/22	AD/CAL	1B.	TRAIL LANE DIMENSION	10/1/22		1A.	CONSTRUCTION IN LIFT 1	9/25/22		12.	CONSTRUCTION IN LIFT 4	10/11/22	
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CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of October 3, 2024
Special Use Amendment

Item C.3.

RECOMMENDATION: City Development Staff recommends denial of this Special Use amendment to remove condition of approval #6 of Resolution No 2022-7873, requiring a sidewalk or trail along the frontage of the subject site, because this request is not consistent with the Comprehensive Master Plan and the Ryan Creek Pedestrian/Bicycle Trail Master Plan.

Project name:	Woodfield Trail, removal of condition requiring sidewalk or trail
Property Owner:	Home Path Financial Limited Partnership
Applicant:	S.R. Mills. Loomis & Ryan, Inc.
Property Address/TKN:	9524 S. Sophia Court / 891 9054 000
Aldermanic District:	District 6
Zoning District:	R-8 Multiple-Family Residence District
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
Submittal date:	07-09-2024 (deemed complete on 08-12-2024)
Application number:	PPZ24-0146

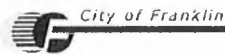
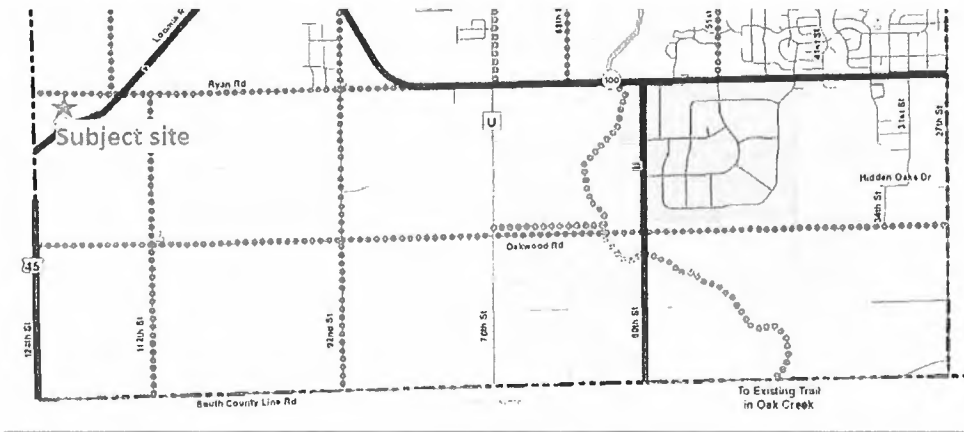
Project Description/Analysis

The Common Council granted a Special Use permit for the Woodfield Trail residential development on June 9, 2022, by Resolution No. 2022-7873. This resolution includes condition of approval #6 which states that: “The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement”.

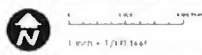
The applicant is requesting to remove this condition of approval for the reasons outlined in the project narrative.

Consistency with the Comprehensive Master Plan and other adopted city policies

During the review of the Special Use permit granted in 2022, City Development staff stated that: “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. The applicant is working with Engineering Department on the location of this pedestrian facility, location within the right-of-way is preferred, or within an easement on private property as a second option. This pedestrian path should be included in the developer’s agreement” (Staff report for June 9, 2022, Plan Commission meeting).



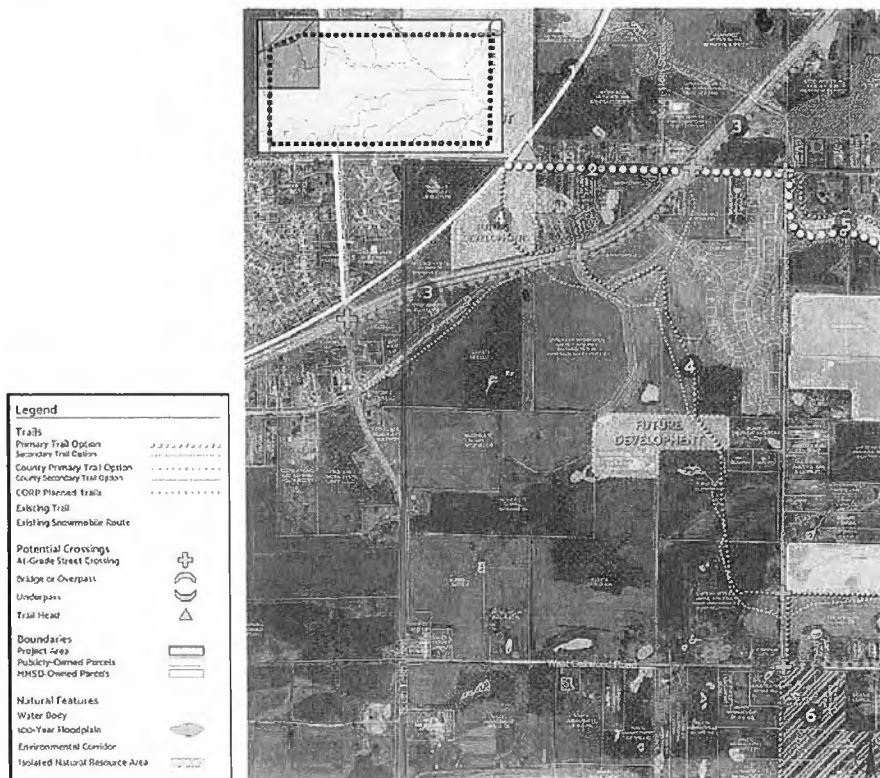
Bicycle and Pedestrian Circulation Facilities



R.A. Smith National
Planners, Engineers, and Architects

- Existing Bicycle/Pedestrian Facility
- ON-STREET
- OFF-STREET
- Future Bicycle/Pedestrian Facility
- ON-STREET
- OFF-STREET

Bicycle and Pedestrian Circulation Facilities, Map 7.4 of Comprehensive Master Plan
Note the subject site (star) and on-street bicycle/pedestrian facility planned along Ryan Road



RYAN CREEK PEDESTRIAN/BICYCLE TRAIL MASTER PLAN

GRUEF

Trail route recommendations, Ryan Creek Pedestrian/Bicycle Trail Master Plan

The subject site is labeled as "4", note the recommended trail route adjacent to the subject site

In addition to the Comprehensive Master Plan, such trail route is also depicted in the Ryan Creek Pedestrian/Bicycle Trail Master Plan (adopted by the Common Council on June 21, 2022).

Compliance with the Unified Development Ordinance

Pursuant to the Unified Development Ordinance (UDO) Section 15-8.0109 *Bicycle Paths and Trails*, "The Subdivider or Condominium Developer shall install required bicycle paths and trails in accordance with the plans and specifications, including the City Engineer's "Standards and Specifications for Development," approved by the City". Staff recommended this condition requiring a sidewalk or trail based on plans approved by the city, such as the Comprehensive Master Plan. The Ryan Creed Trail Master Plan was adopted shortly after the Special Use permit approval, but this plan doesn't contradict said condition.

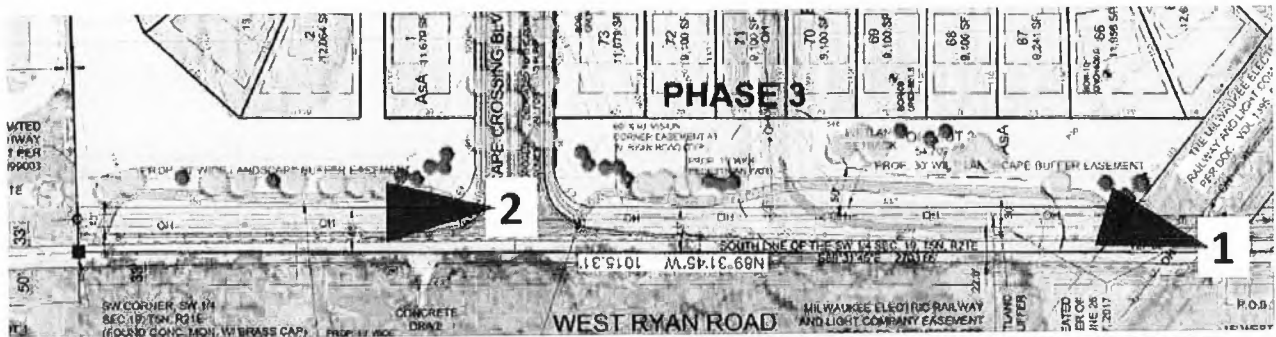
Compatibility with adjacent development

Staff acknowledges that pedestrian facilities were not required as conditions of approval for Certified Survey Map (CSM) No. 9050 and other CSM approved this year (Resolution 2024-8152). On the other hand, such pedestrian facilities were required for the Cape Crossing subdivision (Res. No. 2022-7839).



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

Prepared by City Development staff.



Pedestrian facilities at Cape Crossing subdivision
Photographs by City Development staff



Approximate location of the trail segment in question
Photograph by City Development staff

City departments' comments

City Development staff routed this application to other city departments, comments below:

Engineering Department

Engineering has no comment.

Fire Department

No FD comments.

Inspection Services Department

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

Police Department

The PD has no comments or concerns.

Staff Recommendation

City Development Staff recommends denial of this Special Use amendment to remove condition of approval #6 of Resolution No 2022-7873, requiring a sidewalk or trail along the frontage of the subject site, because this request is not consistent with the Comprehensive Master Plan and the Ryan Creek Pedestrian/Bicycle Trail Master Plan.

9524 S. Sophia Court
TKN 891 9054 000



Planning Department
(414) 425-4024

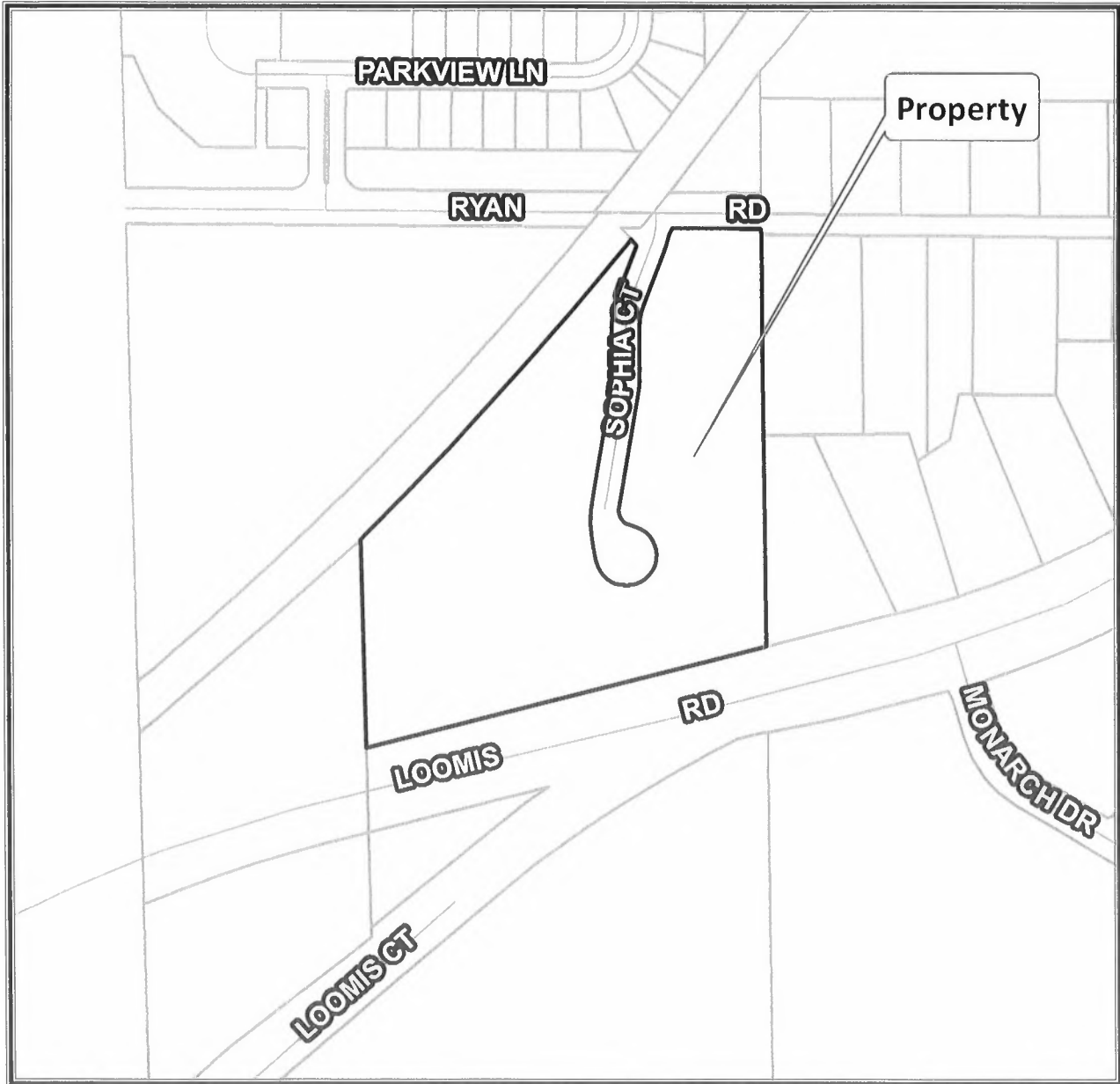
0 212.5 425 850 Feet



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.

9524 S. Sophia Court
TKN 891 9054 000



Planning Department
(414) 425-4024

0 212.5 425 850 Feet

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



2021 Aerial Photo

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 09-23-24]

RESOLUTION NO. 2024-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2022-7873 IMPOSING
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR
A CONDOMINIUM COMPLEX DEVELOPMENT USE UPON PROPERTY LOCATED
AT 9524 S. SOPHIA COURT
(STEPHEN R. MILLS, LOOMIS & RYAN, INC.,
APPLICANT, HOME PATH FINANCIAL LIMITED PARTNERSHIP, PROPERTY
OWNER)

WHEREAS, Stephen R. Mills, Loomis & Ryan, Inc. having petitioned the City of Franklin for the approval of an amendment to Resolution No. 2022-7873, to allow for the development of a condominium complex ("Woodfield Trail"), property located at 9524 S. Sophia Court, bearing Tax Key No. 891-9054-000, more particularly described as follows:

Condominium Plat of Woodfield Trail, a Condominium. Being a part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.; and

WHEREAS, such proposed amendment is to remove condition of approval No. 6 which states that: "The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement"; 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 ____th day of _____, 2024, and the Plan Commission thereafter having determined to recommend that the proposed Special Use amendment 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 amendment, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

WOODFIELD TRAIL CONDOMINIUMS – SPECIAL USE AMENDMENT
RESOLUTION NO. 2024-_____

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Stephen R. Mills, Loomis & Ryan, Inc., to remove condition of approval No. 6 of Resolution No. 2022-7873 which states that: “The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement”, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use amendment is approved only for the use of the subject property by Stephen R. Mills, Loomis & Ryan, Inc., successors and assigns, as a condominium complex development use, which shall be developed in substantial compliance with, and operated and maintained by Stephen R. Mills, Loomis & Ryan, Inc., pursuant to those plans dated September 25, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Stephen R. Mills, Loomis & Ryan, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Stephen R. Mills, Loomis & Ryan, Inc. condominium complex 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 Stephen R. Mills, Loomis & Ryan, Inc., and the condominium complex development use, for the property located at 12000 West Loomis 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.

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

WOODFIELD TRAIL CONDOMINIUMS – SPECIAL USE AMENDMENT
RESOLUTION NO. 2024-_____

Page 3

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 an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of 2022-7873, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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

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

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

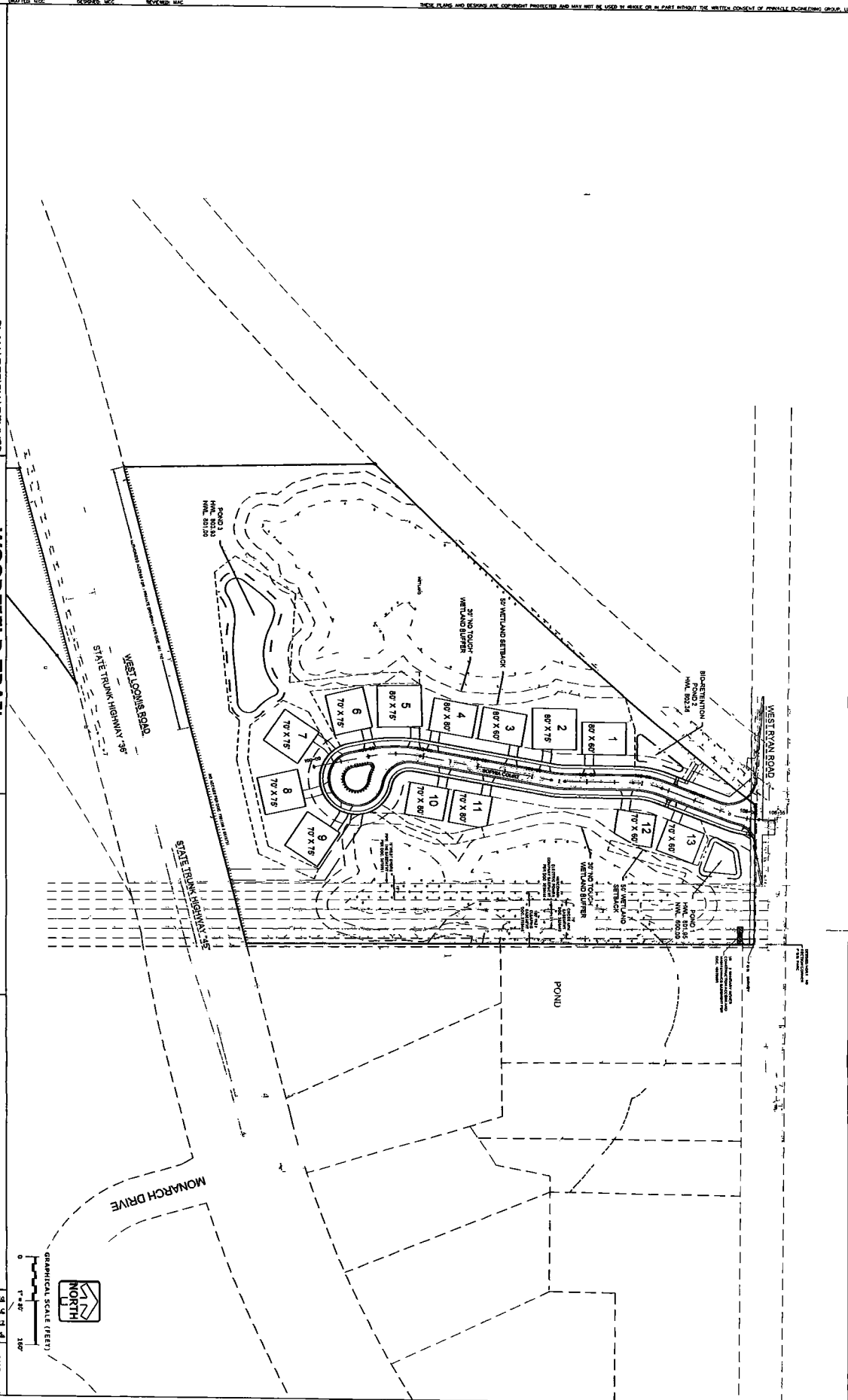
ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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www.pinnacle-engr.com



July 9, 2024

Mr. Regulo Martinez-Montilva
9229 West Loomis Road
Franklin, WI 53132

Re: Special Use Amendment – Woodfield Trail

Dear Mr. Matinez-Montilva:

Please accept this letter and the enclosed materials as a formal request for a Special Use Amendment for the Woodfield Trail Condominium.

History

The City of Franklin Plan Commission recommended approval of a Special Use on June 9, 2022 which included the following condition:

6. **The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement.**

The City of Franklin Common Council passed and adopted Resolution 2022-7873 on June 21, 2022 which included the condition.

- *The purpose of this condition is unclear as there is no existing trail to connect with on the east side of the Woodfield Trail property*
- *It is possible that the Plan Commission was not aware of the obstacles and hardships involved in constructing a trail in this location.*
- *The requested trail does not correspond to the approved trail plans found in the City of Franklin Comprehensive Plan or the Comprehensive Outdoor Recreation Plan.*

Loomis & Ryan, Inc. entered into a Development Agreement on September 28, 2023. The Development Agreement was recorded on October 12, 2023.

All design engineering plans for Woodfield Trail were reviewed and approved by City of Franklin.

Loomis & Ryan received all required permits for the construction of Woodfield Trail. The project was developed under the supervision of the City of Franklin.

Loomis & Ryan, Inc. sold the finished project to a third party.



Phone: 262 694 2327



beardevelopment.com



4011 80th Street, Kenosha, WI 53142

Request

Loomis & Ryan, Inc., respectfully requests an amendment to the Woodfield Trail Special Use and/or Development Agreement to remove this condition for the following reasons:

- 1) The Special Use language is unclear as it states the sidewalk ***“should”*** be included in the development agreement”. This is not mandatory language.
- 2) The Woodfield Trail Development Agreement which was approved by the City of Franklin Common Council includes the following language:

2. **Pedestrian**

- a) **The public recreational trails shall be constructed and installed in accordance with the plans approved by the City Engineer.**
 - b) **The edge of the walk shall be at least one (1) foot from either side of the easement.**
- 3.) The approved engineering plans for Woodfield Trail referenced in the Development Agreement **do not** include any provisions, plans or specifications for a trail.
 - 4.) There is no existing trail on the east side of Woodfield Trail for the proposed sidewalk or multi-use trail to connect with.
 - 5.) The City of Franklin adopted Planning Documents do not call for a trail in this location:
 - a. Comprehensive Master Plan, Map 7.4 Bicycle and Pedestrian Circulation Facilities shows an On-Street Trail within W. Ryan Road. This indicates the use of the existing road for trail connections and would not require a trail to be constructed on or adjacent to Woodfield Trail. Please see attached.
 - b. The Comprehensive Outdoor Recreation Plan, Map 7.1 does not show a trail on or adjacent to Woodfield Trail. Please see attached.
 - 6.) There is no planned or existing trail facility in the location at which the City of Franklin is requesting a trail. Please see attached.
 - 7.) There are recorded easements in favor of Buckeye Partners (high-pressure gas main) and ATC (high voltage overhead electric) within the alignment. Both easement holders must grant permission for encroachment. Buckeye Partners Encroachment guidelines specifically prohibit sidewalks to cross their facilities. Please see attached.

- 8.) The City of Franklin approved Certified Survey Map No, 9050 in 2018 directly east of the Woodfield Trail property. The City of Franklin did not require a trail or trail easement for this land division.
- 9.) On May 21, 2024, the City of Franklin adopted Resolution 2024-8152 which approved a Certified Survey Map on the south side of W. Ryan Road, 650 feet east of Woodfield Trail. After much discussion, the City of Franklin Plan Commission and Common Council did not require a trail or trail easements for this land division.

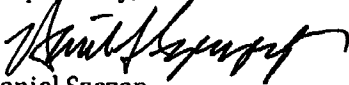
For all the reasons above, we respectfully request a Special Use Amendment and or Development Agreement Amendment to remove the implied requirement for trail construction at Woodfield Trail by Loomis & Ryan, Inc.

We ask that this matter be placed on the next available Plan Commission meeting agenda for consideration and approval.

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.

Respectfully,


Daniel Szczap
Bear Development, LLC



Phone: 262.694.2327



beardevelopment.com



4011 80th Street, Kenosha, WI 53142

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

The proposed amendment is consistent with the City of Franklin Comprehensive Plan and Comprehensive Outdoor Recreation 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

The proposed amendment will have no adverse or detrimental impacts on adjacent lands.

The proposed amendment will have no adverse or detrimental impacts on the character of the area

The proposed amendment will have no adverse or detrimental impacts on public health, safety, morals, comfort and general welfare.

The proposed amendment will not diminish and impair property values within the community or neighborhood.

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

The proposed amendment will not interfere with adjacent lands or impair their ability to develop in the future.

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

The proposed amendment will not affect public facilities.

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

The proposed amendment will have no impact on traffic.

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

The proposed amendment will not impact any of the natural resources on 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

The proposed amendment has no effect on any applicable regulations of the R-8 zoning District.

1

RESOLUTION NO. 2022-7873



DocId:20029176

T:4090701a

Document Number

DOC # 11266614

RECORDED:

07/18/2022 08:51 AM

ISRAEL RAMON

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

Recording Area

Name and Return Address

Shirley J. Roberts, Deputy City
Clerk

City of Franklin

9229 West Loomis Road

Franklin, Wisconsin 53132

891-9011-000

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required) Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev 12/22/2010

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2022-7873

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL
OF A SPECIAL USE FOR A CONDOMINIUM COMPLEX DEVELOPMENT USE UPON
PROPERTY LOCATED AT
12000 WEST LOOMIS ROAD
(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC,
APPLICANT, BOOMTOWN, LLC, PROPERTY OWNER)

WHEREAS, Stephen R. Mills, President of Bear Development, LLC having petitioned the City of Franklin for the approval of a Special Use in an R-8 Multiple-Family Residence District, to allow for the development of a condominium complex ("Woodfield Trail"), consisting of 26 dwelling units arranged in 13 side-by-side duplex structures, property located at 12000 West Loomis Road (15.6 acres), bearing Tax Key No. 891-9011-000 [a Special Use permit is required in the R-8 Multiple-Family Residence District for all residential uses, either single-family, two-family or multi-family], more particularly described as follows:

PARCEL 1: A part of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin bounded and described as follows: Beginning at the 1/8 post of the North line of said Northwest 1/4 which post is 1325.63 feet West of the Northeast corner of said Northwest 1/4, thence West on and along said North line of said Northwest 1/4, 223.1 feet to the point in the right of way of the Milwaukee Electric Railway and Light Company, thence on and along the line of said right of way, 260.01 feet to a point on the arc of the curve of said right of way, said curve being to the convex Southeasterly center radius of 7877.6 feet and said point in said arc being on the long chord 260 feet and South 39°21' West from the intersection of said line of said right of way and the North line of said Northwest 1/4, South 0°17' East 1094.52 feet to a point in the centerline of the Loomis Road, thence Northeasterly on a 2° curve along said centerline 463.83 feet to a point, said point being on the long chord of 463.52 feet and North 59°29' East from the first mentioned point on the centerline of the Loomis Road; thence North 0°47' West, 1055.3 feet to the place of beginning. The 24.75 feet along the North line of said Northwest 1/4 being excepted therefrom and the 45 feet perpendicular to the center line of the Loomis Road being excepted therefrom further excepting therefrom that part hereof described in Deed recorded as Document 7391120; 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 9th day of June, 2022, 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 Stephen R. Mills, President of Bear Development, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Stephen R. Mills, President of Bear Development, LLC, successors and assigns, as a condominium complex development use, which shall be developed in substantial compliance with, and operated and maintained by Stephen R. Mills, President of Bear Development, LLC, pursuant to those plans City file-stamped May 31, 2022 and annexed hereto and incorporated herein as Exhibit A.
2. Stephen R. Mills, President of Bear Development, 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 Stephen R. Mills, President of Bear Development, LLC condominium complex 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 Stephen R. Mills, President of Bear Development, LLC, and the condominium complex development use, for the property located at 12000 West Loomis 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. The applicant must submit a conservation easement for City staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office, prior to the issuance of grading permits.

5. The applicant must submit a landscape bufferyard easement for City staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office, prior to the issuance of building permits.
6. The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement.
7. This Special Use is not accepting any dedication of land for right-of-way purposes. A separate instrument, such as Certified Survey Map, shall be required for dedication of land for right-of-way purposes.
8. Pursuant to the Unified Development Ordinance Section 15-7.0601, a condominium plat shall be required for the establishment of a condominium.

BE IT FURTHER RESOLVED, that in the event Stephen R. Mills, President of Bear Development, 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.

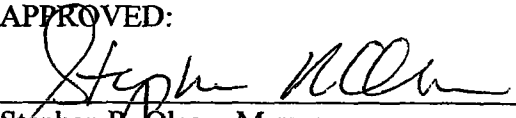
BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of June, 2022.

WOODFIELD TRAIL CONDOMINIUMS – SPECIAL USE
RESOLUTION NO. 2022-7873
Page 4

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 21st day of June, 2022.

APPROVED:



Stephen R. Olson, Mayor

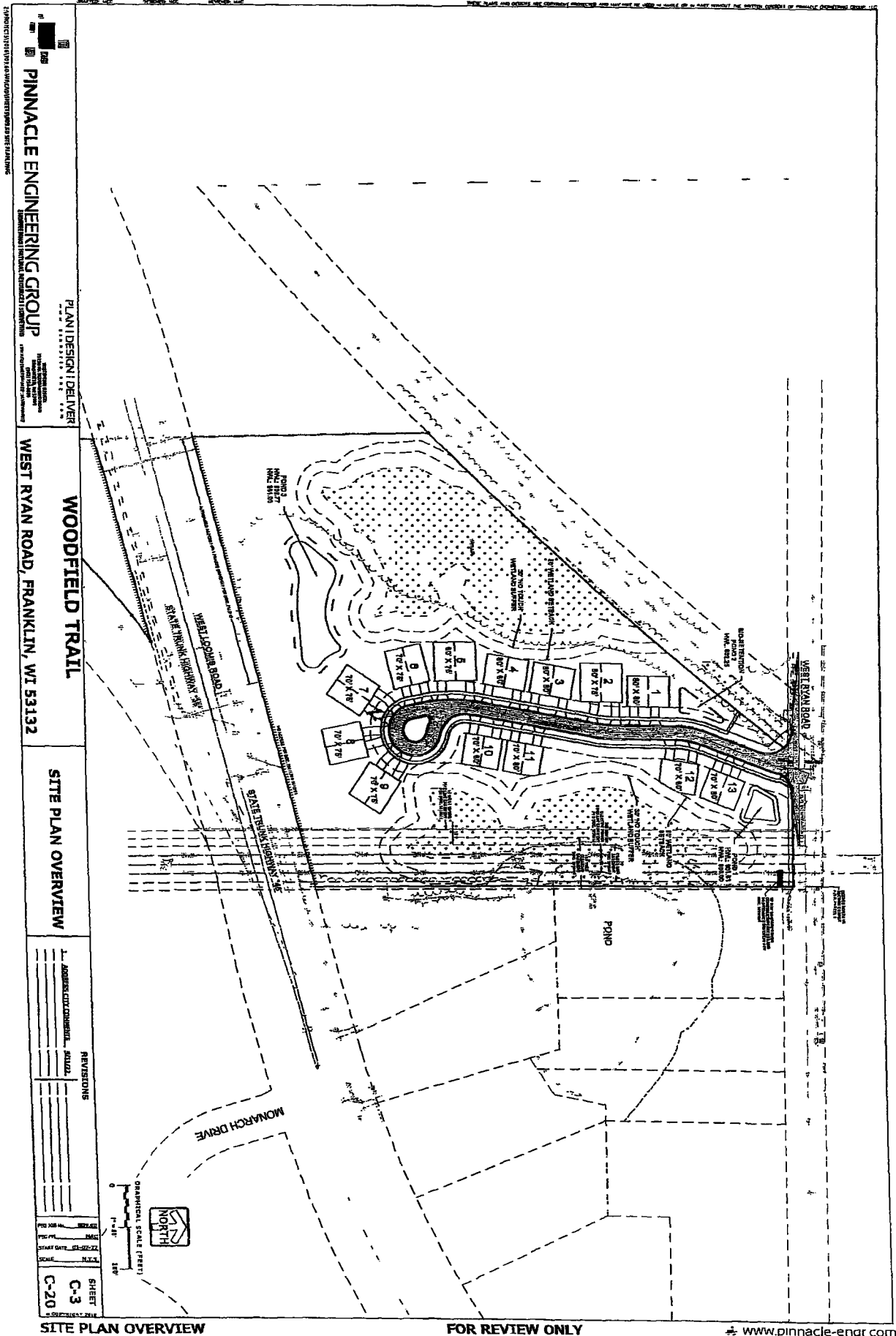
ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 4 NOES 0 ABSENT (Ald. Holpfer and Ald. Barber)

Exhibit A



SITE PLAN OVERVIEW

FOR REVIEW ONLY

www.pinnacle-engr.com

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO TRANSFER \$150,000 OF CONTINGENCY APPROPRIATIONS TO HIGHWAY CAPITAL EQUIPMENT APPROPRIATIONS FOR THE INCREASING PROJECT COSTS ASSOCIATED WITH THE DPW BUILDING EXPANSION PROJECT	ITEM NUMBER M.9.

Background

On September 3, 2019, Common Council moved to contract with Graef-USA, Inc. to provide the City with a Phase 1 – Needs Analysis and Concept Design on Department of Public Works Facility Improvements. The Department of Public Works (DPW) currently over-parks equipment within the drive aisles of the existing DPW building and keeps many other pieces of equipment outside. There was a need for an expansion of the existing DPW building or adding another heated structure behind the current building.

The 2023 Budget included \$2,964,000 in the Capital Improvement Fund for a Cold Storage Building or an expansion of the current building. Funding was borrowed through General Obligation Debt, totaling \$2,980,000 in November 2023. Bids for the project were received on November 14, 2023 and presented to the Common Council on January 16, 2024. All bids were based on the new construction of a cold storage building. All bids came in significantly higher than what was budgeted and borrowed for this project. At that time, the Common Council moved to reject all bids and directed Staff to return to the original design consultant for an amendment to provide a design for an expansion of the existing DPW facility.

On February 21, 2024, the Common Council authorized staff to rebid the project as an expansion to the existing DPW building. Bids were received on April 30, 2024. On July 2, 2024, bids were reviewed and the Common Council moved forward with an award to Camosy Incorporated in the amount of \$2,827,700. It was noted at that time that there was very little room for change orders due to the lack of contingency available for this project. As the project has progressed and staff has changed, it has been brought to the attention of the DPW Superintendent, Interim Engineer, Director of Administration and Director of Finance & Treasurer that a \$7,000 amount for contingency and miscellaneous costs for a project of this magnitude is completely unfeasible. Rule of thumb is providing projects of this magnitude a 10% contingency, which would be roughly \$300,000. City staff is working through the challenges of lack of funding that have presented and will continue to seek funding sources to help offset the overage of project costs.

Recommendation

The Capital Improvement Fund does account for a \$150,000 contingency for unforeseen projects or challenges. The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide appropriations to support a working contingency to continue forward with the DPW Expansion project.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$150,000. This would leave \$0 in unused funds for the 2024 Annual Budget. After review of all current projects in the 2024 Budget, this should suffice for the remaining of the year.

The GL Numbers associated with this amendment are:

Capital Improvement Fund

46-0199-5499	Unrestricted Contingency	Decrease	\$150,000
46-0331-5823	DPW Building Construction	Increase	\$150,000

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 Transfer \$150,000 of Contingency Appropriations to Highway Capital Equipment Appropriations for the Increasing Project Costs Associated with the DPW Building Expansion 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
TRANSFER \$150,000 OF CONTINGENCY APPROPRIATIONS TO HIGHWAY CAPITAL
EQUIPMENT APPROPRIATIONS FOR THE INCREASING PROJECT COSTS
ASSOCIATED WITH THE DPW BUILDING EXPANSION 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 \$150,000 for unplanned and unexpected expenses within the Capital Improvement Fund; and

WHEREAS, the DPW Expansion Building project contained essentially no funding for contingency within the project costs; and

WHEREAS, the size of this project should have accounted for roughly 10% of funding for contingency purposes; and

WHEREAS, the Common Council authorized \$150,000 of Capital Improvement Fund contingency appropriations for the purpose of the funding the unforeseen increased costs associated with the DPW Expansion Building Project; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; 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			
0199	Contingency	Decrease	\$150,000
0331	DPW Building Construction	Increase	\$150,000

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 ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/06/24
REPORTS & RECOMMENDATIONS	Resolution imposing conditions and restrictions for the approval of a Special Use for Tsunami Express Car Wash, a carwash facility located at 6449 S Whitnall Edge Road (Tsunami Express Car Wash, applicant)	ITEM NUMBER 15.10. Ald. Dist. #6

At its October 17, 2024, regular meeting, the Plan Commission recommended approval of the attached special use resolution. The vote was 4-0-2, four 'ayes', no 'noes' and two absences.

Fiscal impact: no expenditures of city's funds is anticipated to adopt this resolution.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-_____, imposing conditions and restrictions for the approval of a Special Use for Tsunami Express Car Wash, a carwash facility located at 6449 S Whitnall Edge Road (Tsunami Express Car Wash, applicant)

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR TSUNAMI EXPRESS CAR WASH, A
CARWASH FACILITY LOCATED AT 6449 S WHITNALL EDGE ROAD
(TSUNAMI EXPRESS CAR WASH, APPLICANT)

WHEREAS, Christopher B. Schuldt, CEO of Tsunami Express Car Wash having petitioned the City of Franklin for the approval of a Special Use to allow for carwash facility in the B-3 Community Business District, upon property located at 6449 S. Whitnall Edge Road more particularly described as follows:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5375 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON FEBRUARY 15, 1990 IN REEL 2420, IMAGE 890, AS DOCUMENT NO. 6354945, AND BEING CORRECTED BY AFFIDAVIT OF CORRECTION RECORDED JULY 11, 1990 IN REEL 2468 IMAGE 655 AS DOCUMENT NO. 6396945, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3247, OUTLOT 2 OF WHITNALL EDGE SUBDIVISION, AND UNPLATTED LANDS IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

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 22nd day of August, 2024, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved on the 17th day of October, 2024, 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 Tsunami Express Car Wash for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Tsunami Express Car Wash, successors and assigns, as a carwash facility, in the B-3 Community Business District, which shall be constructed, operated and maintained by Tsunami Express Car Wash, pursuant to those plans date-stamped June 21, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. Tsunami Express Car Wash, 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 Tsunami Express Car Wash, and the carwash use, for the property located at 6449 S Whitnall Edge 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. The applicant, property owner, successors or assigns must install a sound barrier along the south property line to the specifications described in the Noise Assessment report prepared by Soundscape Engineering, dated June 21, 2024, only in the event that city staff finds a violation of the maximum sound level of 65 dBA set forth in the Unified Development Ordinance.
5. The applicant must adhere to the design elements recommended in the Noise Assessment report prepared by Soundscape Engineering: (a) The central vacuum must be located in a masonry building with sealed steel doors. If a vacuum pump exhaust muffler was used at the Waukesha location then the vacuum pump at this location should also be fit with a muffler, (b) The blowers must turn off when the exit doors open.
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 adhere to the recommendations of the City of Franklin Fire Department: (a) Follow all relevant WI DSPS and IBC code requirements for fire

TSUNAMI EXPRESS CAR WASH – SPECIAL USE

RESOLUTION NO. 2024-_____

Page 3

protection systems for given occupancy, use, and construction types, (b) Fire Extinguisher placement as per NFPA 10, (c) Fire Department Connection (FDC), and hydrant placement and density must be acceptable to AHJ (applies to new construction), (d) At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities, (e) Master Key set required for placement in Knox Box (if required).

BE IT FURTHER RESOLVED, that in the event Tsunami Express Car Wash, 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 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

TSUNAMI EXPRESS CAR WASH – SPECIAL USE
RESOLUTION NO. 2024-_____

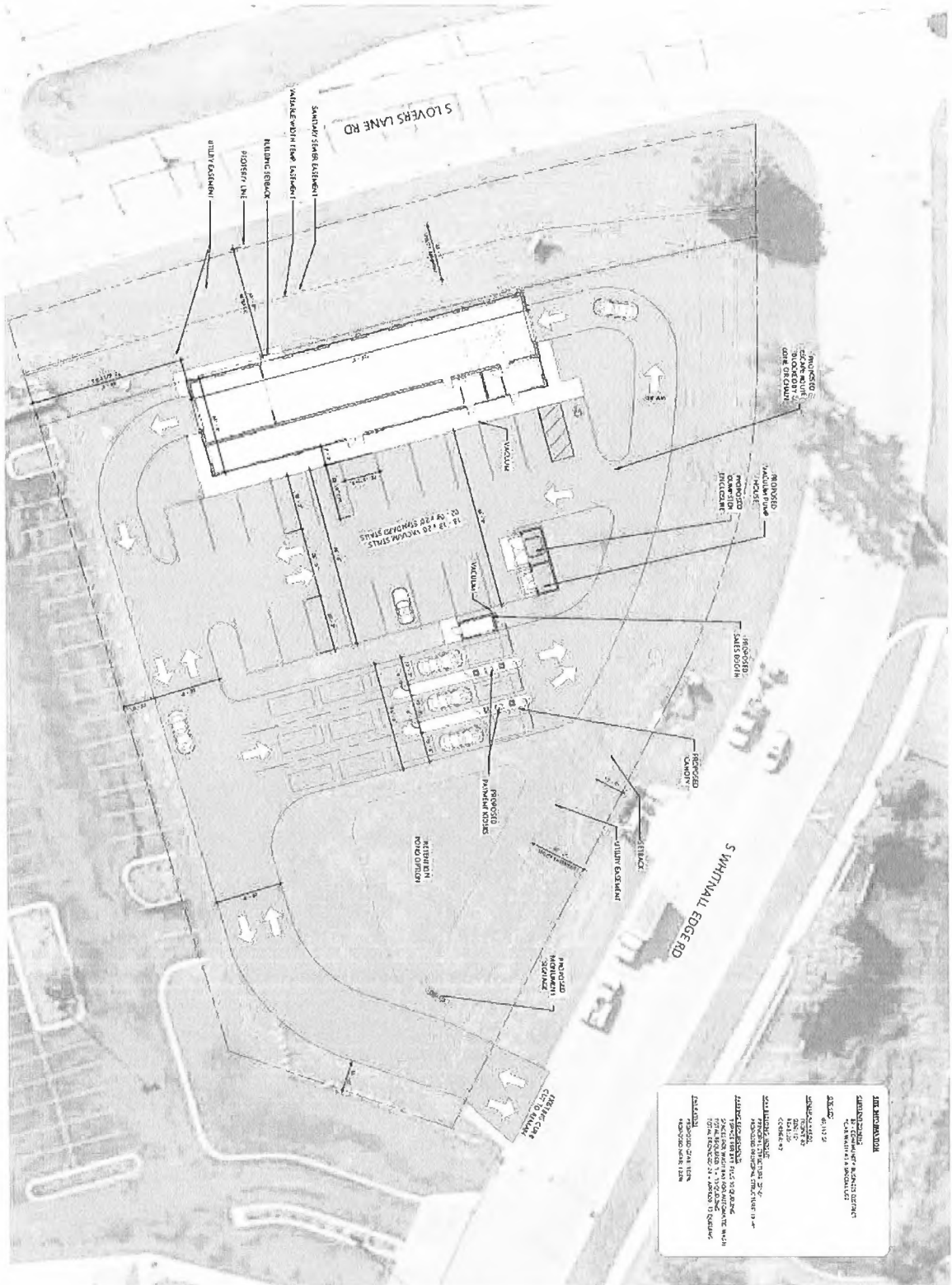
Page 4

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Exhibit A



ARCHITECTURAL SITE
PLAN
AS100

CITY SUBMITTAL

Tsunami Express Car Wash

6449 S Whitnall Edge Road, Franklin, WI 53132



WILEY-HOBS WILEY-SONS (WILEY) WILEY-SONS (WILEY) WILEY-SONS (WILEY)

MEMORANDUM

Item E.1.

Date. October 7, 2024
To: Plan Commission
From: Department of City Development
Régulo Martínez-Montilva, Planning Manager
RE: Tsunami Car Wash, Special Use and Site Plan
6449 S. Whitnall Edge Road

The Plan Commission held a public hearing for this project on August 22, 2024, and carried *a motion to table the Special Use and Site Plan items until input from the Engineering Department is received on whether a Traffic Impact Analysis is required or not.*

The applicant submitted a Traffic Impact Analysis (TIA) on September 27, which is attached. City Development staff has no additional comments on this TIA.

The full meeting packet is available on the city's website in electronic format. The paper meeting packet includes the TIA but doesn't include the plan set previously distributed for the August 22 meeting packet.



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of August 22, 2024
SPECIAL USE & SITE PLAN

RECOMMENDATION: City Development staff recommends approval of the subject Special Use and Site Plan applications subject to the conditions set forth in the attached resolutions.

Project name:	Tsunami Express Car Wash
Property Owner:	Hartland Meadows, LLC
Applicant:	Christopher B. Schuldt. Tsunami Express Car Wash
Agent:	Craig Wojtczak. The Redmond Company
Property Address/TKN:	6449 S Whitnall Edge Road / 705 8997 003
Aldermanic District:	District 6
Zoning District:	B-3 Community Business District
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
Submittal date:	04-08-2024
Application number:	PPZ24-0048/61

INTRODUCTION

The applicant is proposing a new car wash on a vacant lot at the intersection of Lovers Lane Road and Whitnall Edge Road.

Special Use: Carwash businesses under Standard Industrial Classification (SIC) title No. 7542 require a special use permit in the B-3 zoning district per Unified Development Ordinance (UDO) Table 15-3.0603.

Site Plan: The proposed facility is a single-story 5,200-sf principal building for the carwash bay, mechanical room, storage, office and restroom. Accessory buildings include a 100-sf employee sales booth, 100-sf vacuum pump house and dumpster enclosure.

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 carwashes.

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 carwash is consistent with the comprehensive plan as this site is designated as commercial in the future land use map of the <i>City of Franklin 2025 Comprehensive Master Plan</i> .
2. <i>No Undue Adverse Impact.</i>	<p>City Development staff does not anticipate any “undue adverse impact” to adjacent properties as the proposed design meets required building setbacks, maximum building height, required landscaping, off-street parking and exterior lighting requirements of the Unified Development Ordinance, with the exception of noise as discussed below.</p> <p>Noise</p> <p>The applicant submitted a noise prediction and assessment report for the proposed carwash, see attached report dated June 21, 2024. According to this report “[t]he carwash is oriented so that the loudest part of the building (the exit) is pointed away from residences and sound levels due to the car wash will not exceed 50 dBA”; however, “the [ordinance] limit is predicted to exceed only at the parking lot south property line”. The report recommends the installation of an 8-foot sound barrier along the south border to mitigate this predicted exceedance.</p> <p>The applicant is requesting “to delay the installation of the wall until after construction. If the city and/or neighbors deem the noise to be an issue, the wall would be installed at that time”.</p> <p>Since the affected area is a parking lot, not residences or buildings, <u>staff has no objections to the applicant's request and recommends the following condition</u></p> <p><u>The applicant, property owner, successors or assigns must install a sound barrier along the south property line to the specifications described in the Noise Assessment report prepared by Soundscape Engineering, dated June 21, 2024, only in the event that city staff finds a violation of the maximum sound level of 65 dBA set forth in the Unified Development Ordinance</u></p>

Summary of Standard	Staff's Finding
	<p><u>Staff also recommends the design elements described in the noise assessment report:</u></p> <p><u>The applicant must adhere to the design elements recommended in the Noise Assessment report prepared by Soundscape Engineering: (a) The central vacuum must be located in a masonry building with sealed steel doors. If a vacuum pump exhaust muffler was used at the Waukesha location then the vacuum pump at this location should also be fit with a muffler, (b) The blowers must turn off when the exit doors open</u></p>
<p>3. <i>No Interference with Surrounding Development.</i></p>	<p>This site is zoned B-3 Community Business District and it's directly abutting the Garden Plaza shopping center which is also zoned B-3. The zoning across Whitnall Edge is B-2 and M-1 across Lovers Lane Road, both adjacent properties are used for auto dealerships. The subject site is not directly abutting residential zoning. In staff's opinion, the proposed carwash is compatible with the use and development of surrounding properties.</p>
<p>4. <i>Adequate Public Facilities.</i></p>	<p>The proposed development will be served by public water supply and sanitary sewer service as depicted on the site utility plan (sheet C-8). <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>Refuse disposal: The site plan depicts a trash dumpster with a trash enclosure that meets the requirements of UDO §15-3.0803I <i>Trash Dumpsters and Garbage Receptacles</i>.</p> <p>Fire protection: <u>Staff recommends the following condition based on comments from the Fire Department</u></p> <p><u>The applicant must adhere to recommendations of the City of Franklin Fire Department (a) Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types, (b) Fire Extinguisher placement as per NFPA 10, (c) Fire Department Connection (FDC), and hydrant placement and density must be acceptable to AHJ (applies to new construction), (d) At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities, (e) Master Key set required for placement in Knox Box (if required)</u></p>
<p>5. <i>No Traffic Congestion.</i></p>	<p>The proposed development would have access to Whitnall Edge Road by an existing curb cut. The applicant is proposing to remove a second existing curb cut.</p> <p>City Development staff didn't request a Traffic Impact Analysis for this development.</p>

Summary of Standard	Staff's Finding
6. <i>No Destruction of Significant Features.</i>	There are no protected natural resources on site per letter submitted by the applicant, with the exception of steep slopes along Lovers Lane Road, the applicant is not proposing to impact said area.
7. <i>Compliance with Standards.</i>	<p>The proposed development complies with the standards of the B-3 Community Business District, as well as off-street parking, queuing, landscaping, exterior lighting, architectural standards and snow storage requirements.</p> <p>City Development staff sent a memorandum with review comments on May 1, the applicant has addressed most of these comments as noted in responses to staff comments dated July 1, 2024.</p>

Principles and standards of review of Site Plans (§15-7.0102)

Summary of Standard	Staff's Finding
A. <i>Conformity of Use to Zoning District.</i>	<p>Carwash businesses under Standard Industrial Classification (SIC) title No. 7542 require a special use permit in the B-3 zoning district per Unified Development Ordinance (UDO) Table 15-3.0603.</p> <p>City Development staff has no objections to the proposed use provided the applicant will comply with recommended conditions of approval set forth in the attached resolution.</p>
B. <i>Dimensional Requirements.</i>	<p>The proposed principal building and accessory structures comply with the required setbacks and maximum building height for the B-3 zoning district set forth in UDO Table 15-3.0303.</p> <p>Per staff comment #4, the applicant adjusted the building location to comply with the 40-foot setback required from an arterial roadway (Lovers Lane Road).</p>
C. <i>Site Intensity and Site Capacity Calculations to be Reviewed.</i>	The applicant submitted Site Intensity and Capacity Calculations, the maximum permitted floor area for this site is 16,117 square feet while the applicant is proposing a total floor area of 5,400 square feet, including the principal building (5,200 sf), pump house (100 sf) and sales booth (100 sf).
D. <i>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 dated July 1, 2024.</p>

Summary of Standard	Staff's Finding
E. Relation to Existing and Proposed Streets and Highways.	The proposed development would have access to Whitnall Edge Road by an existing curb cut. There no existing public sidewalks along the site perimeter.
F. Impacts on Surrounding Uses.	<p>City Development staff does not anticipate major adverse impacts to surrounding uses because the proposal meets landscape requirements and the illumination levels at site boundaries.</p> <p>With regards to predicted sound levels, see Special Use Standard #2 Adverse Impacts.</p>
G. Natural Resource Features Protection.	The applicant is not proposing to impact protected natural resources as defined in the UDO.
H. Required Landscaping and Landscape Bufferyards.	<p>Landscape bufferyard easements are not required for this development zoned B-2 as the abutting properties are zoned B-2 and B-3.</p> <p>City Development staff reviewed the proposed landscape plans and provided comments to the applicant in memorandum dated May 1. The applicant has addressed all comments regarding the landscape plans in memorandum dated July 1, 2024.</p>
I. Provision of Emergency Vehicle Accessibility.	The proposed drives meet the minimum width of 24 feet, and the parking lot meets the minimum width of 65 feet for double row parking (UDO §15-5.0204). The proposal meets the requirements for ADA parking, one space with the appropriate dimensions and sign.
J. Building Location.	<p>The location of proposed structures meets required building setbacks.</p> <p>There is a 20-foot utility easement on site, therefore, <u>staff recommends that the applicant is responsible for obtaining authorization from the easement holder, Wisconsin Electric Power Company, for work within the 20-foot utility easement along South Whitnall Edge Road.</u></p>
K. Location and Design of On-Site Waste Disposal and Loading Facilities.	The proposed trash dumpster is enclosed by a masonry wall and has a concrete pad as required by the UDO.
L. Consistency with Intent of UDO.	<p>The proposed development is consistent with the intent of the B-3 zoning district (UDO Section 15-3.0303A), specifically:</p> <ul style="list-style-type: none"> • “Provide on-site parking for customer automobiles combined with a pedestrian-oriented shopping environment”. However, staff acknowledges that this location is not pedestrian oriented as there are no sidewalks along the street frontage. • “Provide for relatively large groupings of retail sales and customer service establishments in a community-serving shopping area”.

Summary of Standard	Staff's Finding
<i>M. Consistency with Intent of Comprehensive Plan.</i>	The proposed development is consistent with the comprehensive plan as this site is designated as commercial.
<i>N. Determination of "Suitability" of Site.</i>	<p>Pursuant to UDO Section 15-7.0103G, City Development staff requested the applicant to submit a geotechnical report in memorandum dated May 1, 2024. The applicant submitted a Geotechnical Engineering Exploration and Analysis report, which is attached to this packet.</p> <p>City Development staff has no objections to this request because this proposal is not impacting natural resources and complies with the B-3 district standards (UDO Sec. 15-3.0303) as well as design standards (UDO Part 5).</p>

STAFF RECOMMENDATION

City Development staff recommends approval of the subject Special Use and Site Plan applications subject to the conditions set forth in the attached resolutions.

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY

Draft [7-22-24]

RESOLUTION NO. 2024-__
A RESOLUTION APPROVING A SITE PLAN FOR TSUNAMI EXPRESS CAR WASH,
A CARWASH FACILITY
(6449 S WHITNALL EDGE ROAD)
(TSUNAMI EXPRESS CAR WASH, APPLICANT)

WHEREAS, Christopher B. Schuldt, CEO of Tsunami Express Car Wash having applied for a site plan approval for a carwash facility, consisting of a single-story 5,200-sf principal building for the carwash bay, mechanical room, storage, office and restroom, as well as accessory buildings: 100-sf employee sales booth, 100-sf vacuum pump house and dumpster enclosure, at 6449 S Whitnall Edge Road; and

WHEREAS, the Plan Commission having reviewed the proposed carwash 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 Tsunami Express Car Wash Site Plan as depicted upon and being the plans dated June 21, 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 Tsunami Express Car Wash, plans dated June 21, 2024.
2. Tsunami Express Car Wash, successors and assigns, and any developer of the carwash 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 Tsunami Express Car Wash 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 Tsunami Express Car Wash 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.

- 4. That the Tsunami Express Car Wash 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 carwash use. This Resolution shall be null and void if such Special Use permit is not approved.
- 6. The applicant is responsible for obtaining authorization from the easement holder, Wisconsin Electric Power Company, for work within the 20-foot utility easement along South Whitnall Edge Road.

BE IT FURTHER RESOLVED, that the Tsunami Express Car Wash 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:

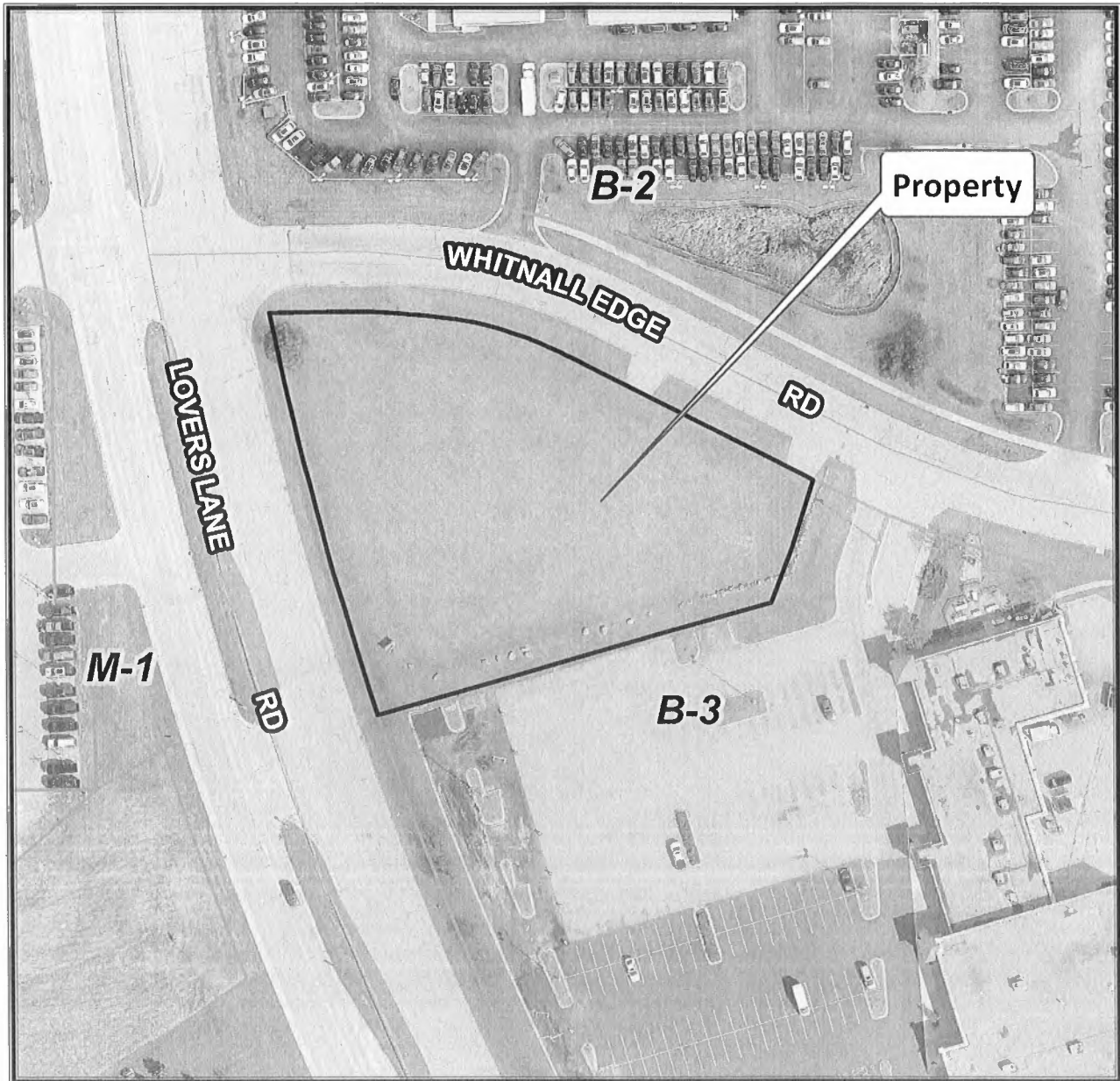
John R. Nelson, Chairman

ATTEST:

Shirley J. Roberts, City Clerk

AYES __- NOES __- ABSENT __-

6449 S. Whitnall Edge Road
TKN: 705 8997 003



Planning Department
(414) 425-4024

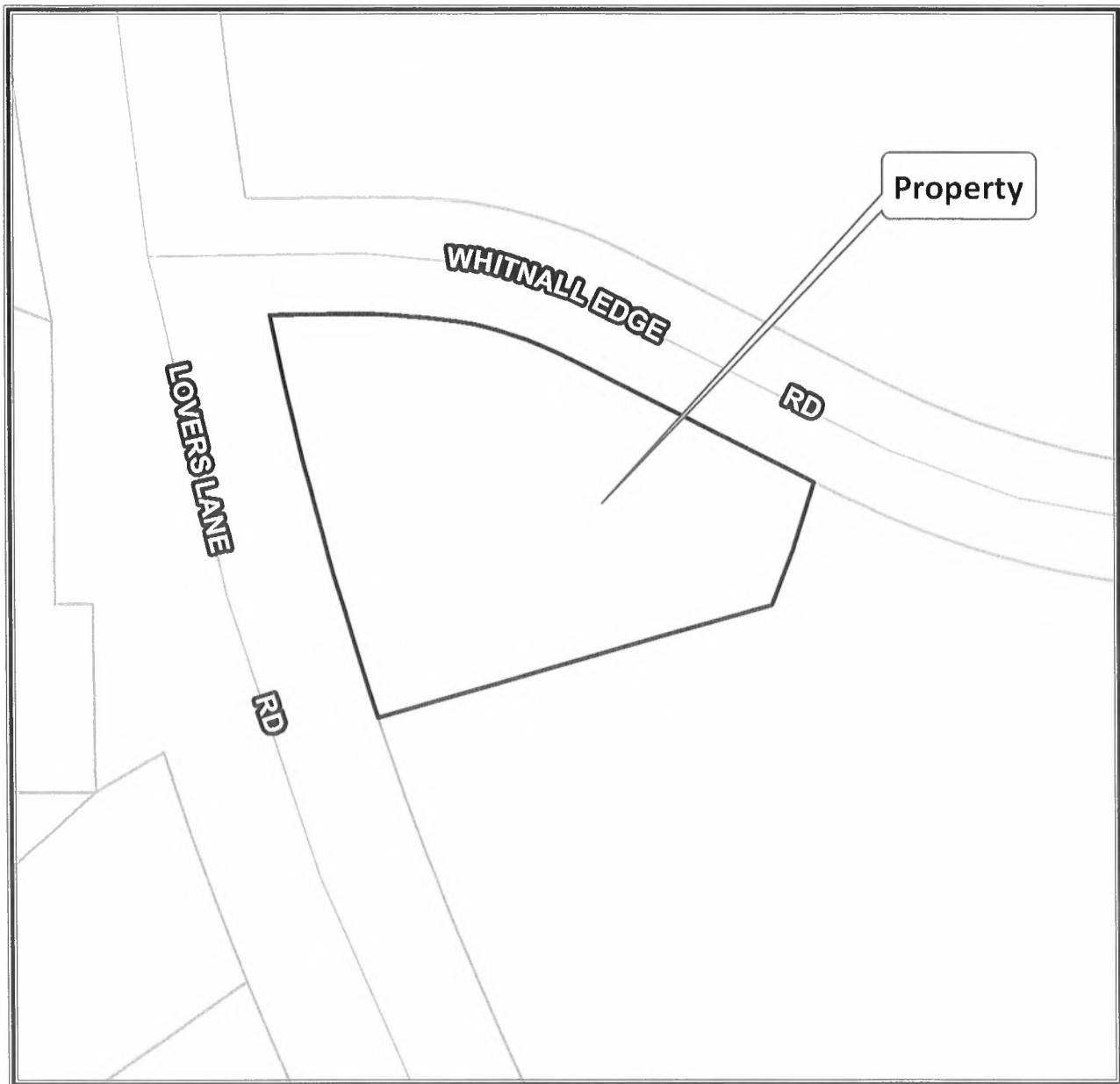
0 62.5 125 250 Feet

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



2021 Aerial Photo

6449 S. Whitnall Edge Road
TKN: 705 8997 003



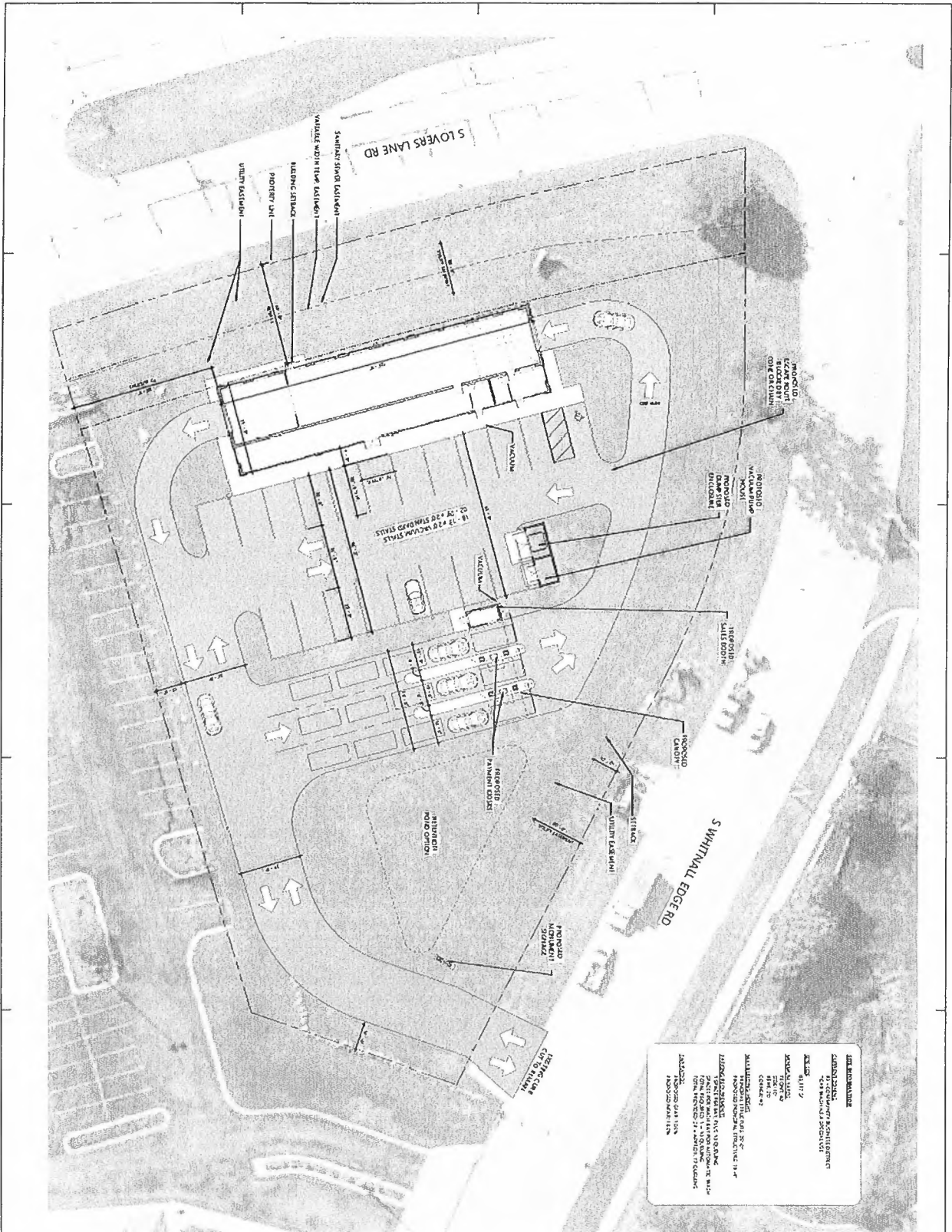
Planning Department
(414) 425-4024

0 62.5 125 250 Feet

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



Exhibit A



QUESTIONS

ARCHITECTURAL SITE
PLAN
AS100

Original Number	346
Card	0141 X3
Number	
1	0-07-0000
2	0000

CITY SUBMITTAL



Tsunami Express Car Wash

6449 S Whitnall Edge Road, Franklin, WI 53132



4011 4012 4013 4014 4015 4016 4017 4018 4019 4020 4021 4022 4023 4024 4025 4026 4027 4028 4029 4030 4031 4032 4033 4034 4035 4036 4037 4038 4039 4040 4041 4042 4043 4044 4045 4046 4047 4048 4049 4050 4051 4052 4053 4054 4055 4056 4057 4058 4059 4060 4061 4062 4063 4064 4065 4066 4067 4068 4069 4070 4071 4072 4073 4074 4075 4076 4077 4078 4079 4080 4081 4082 4083 4084 4085 4086 4087 4088 4089 4090 4091 4092 4093 4094 4095 4096 4097 4098 4099 4100 4101 4102 4103 4104 4105 4106 4107 4108 4109 4110 4111 4112 4113 4114 4115 4116 4117 4118 4119 4120 4121 4122 4123 4124 4125 4126 4127 4128 4129 4130 4131 4132 4133 4134 4135 4136 4137 4138 4139 4140 4141 4142 4143 4144 4145 4146 4147 4148 4149 4150 4151 4152 4153 4154 4155 4156 4157 4158 4159 4160 4161 4162 4163 4164 4165 4166 4167 4168 4169 4170 4171 4172 4173 4174 4175 4176 4177 4178 4179 4180 4181 4182 4183 4184 4185 4186 4187 4188 4189 4190 4191 4192 4193 4194 4195 4196 4197 4198 4199 4200 4201 4202 4203 4204 4205 4206 4207 4208 4209 4210 4211 4212 4213 4214 4215 4216 4217 4218 4219 4220 4221 4222 4223 4224 4225 4226 4227 4228 4229 4230 4231 4232 4233 4234 4235 4236 4237 4238 4239 4240 4241 4242 4243 4244 4245 4246 4247 4248 4249 4250 4251 4252 4253 4254 4255 4256 4257 4258 4259 4260 4261 4262 4263 4264 4265 4266 4267 4268 4269 4270 4271 4272 4273 4274 4275 4276 4277 4278 4279 4280 4281 4282 4283 4284 4285 4286 4287 4288 4289 4290 4291 4292 4293 4294 4295 4296 4297 4298 4299 4300 4301 4302 4303 4304 4305 4306 4307 4308 4309 4310 4311 4312 4313 4314 4315 4316 4317 4318 4319 4320 4321 4322 4323 4324 4325 4326 4327 4328 4329 4330 4331 4332 4333 4334 4335 4336 4337 4338 4339 4340 4341 4342 4343 4344 4345 4346 4347 4348 4349 4350 4351 4352 4353 4354 4355 4356 4357 4358 4359 4360 4361 4362 4363 4364 4365 4366 4367 4368 4369 4370 4371 4372 4373 4374 4375 4376 4377 4378 4379 4380 4381 4382 4383 4384 4385 4386 4387 4388 4389 4390 4391 4392 4393 4394 4395 4396 4397 4398 4399 4400 4401 4402 4403 4404 4405 4406 4407 4408 4409 4410 4411 4412 4413 4414 4415 4416 4417 4418 4419 4420 4421 4422 4423 4424 4425 4426 4427 4428 4429 4430 4431 4432 4433 4434 4435 4436 4437 4438 4439 4440 4441 4442 4443 4444 4445 4446 4447 4448 4449 4450 4451 4452 4453 4454 4455 4456 4457 4458 4459 4460 4461 4462 4463 4464 4465 4466 4467 4468 4469 4470 4471 4472 4473 4474 4475 4476 4477 4478 4479 4480 4481 4482 4483 4484 4485 4486 4487 4488 4489 4490 4491 4492 4493 4494 4495 4496 4497 4498 4499 4500 4501 4502 4503 4504 4505 4506 4507 4508 4509 4510 4511 4512 4513 4514 4515 4516 4517 4518 4519 4520 4521 4522 4523 4524 4525 4526 4527 4528 4529 4530 4531 4532 4533 4534 4535 4536 4537 4538 4539 4540 4541 4542 4543 4544 4545 4546 4547 4548 4549 4550 4551 4552 4553 4554 4555 4556 4557 4558 4559 4560 4561 4562 4563 4564 4565 4566 4567 4568 4569 4570 4571 4572 4573 4574 4575 4576 4577 4578 4579 4580 4581 4582 4583 4584 4585 4586 4587 4588 4589 4590 4591 4592 4593 4594 4595 4596 4597 4598 4599 4600 4601 4602 4603 4604 4605 4606 4607 4608 4609 4610 4611 4612 4613 4614 4615 4616 4617 4618 4619 4620 4621 4622 4623 4624 4625 4626 4627 4628 4629 4630 4631 4632 4633 4634 4635 4636 4637 4638 4639 4640 4641 4642 4643 4644 4645 4646 4647 4648 4649 4650 4651 4652 4653 4654 4655 4656 4657 4658 4659 4660 4661 4662 4663 4664 4665 4666 4667 4668 4669 4670 4671 4672 4673 4674 4675 4676 4677 4678 4679 4680 4681 4682 4683 4684 4685 4686 4687 4688 4689 4690 4691 4692 4693 4694 4695 4696 4697 4698 4699 4700 4701 4702 4703 4704 4705 4706 4707 4708 4709 4710 4711 4712 4713 4714 4715 4716 4717 4718 4719 4720 4721 4722 4723 4724 4725 4726 4727 4728 4729 4730 4731 4732 4733 4734 4735 4736 4737 4738 4739 4740 4741 4742 4743 4744 4745 4746 4747 4748 4749 4750 4751 4752 4753 4754 4755 4756 4757 4758 4759 4760 4761 4762 4763 4764 4765 4766 4767 4768 4769 4770 4771 4772 4773 4774 4775 4776 4777 4778 4779 4780 4781 4782 4783 4784 4785 4786 4787 4788 4789 4790 4791 4792 4793 4794 4795 4796 4797 4798 4799 4800 4801 4802 4803 4804 4805 4806 4807 4808 4809 4810 4811 4812 4813 4814 4815 4816 4817 4818 4819 4820 4821 4822 4823 4824 4825 4826 4827 4828 4829

14 March 2024

Planning Department – City of Franklin
6229 West Loomis Road
Franklin, WI 53132

RE: Tsunami Express Carwash – 6514 Lovers Lane

To Whom It May Concern,

Tsunami Express Carwash (“Tsunami”) is proudly presenting the proposed development plans for a state-of-the-art facility that will serve Franklin (the “City”) and the surrounding communities.

Introduction

The proposed development is located at the southeast corner of Lovers Lane and Whitnall Edge Road, and the parcel number is 705-8997-003. The property is a 1.39 acre vacant lot currently zoned as B-3 “Community Business District.” The B-3 zoning district allows a car wash as a special use. The proposed facility is a single-story 5,200 SF building including the car wash bay, mechanical room, storage, office, and restroom. Accessory buildings include a 100 SF employee sales booth, 100 SF vacuum pump house, and dumpster enclosure.

Business Operations

Tsunami Express Carwash (“Tsunami”) is a high-quality express car wash that uses state-of-the-art equipment and provides customers with a wide variety of services. For washes, Tsunami offers several levels of memberships, or customers can pay for a single wash at every visit. The wash cycles are offered at varying price points to suit the needs of each customer.

The site will house 11 vacuums to serve 22 parking stalls. These stalls will be 13’-0” wide and 18’-0” deep. This is wider than the average parking stall to allow for more maneuverability around the vehicle. The vacuums will be available to customers for free regardless of whether they go through the wash.

In addition to regular business operations, Tsunami also fosters community connections and is an advocate for supporting local organizations. They offer an opportunity to host fundraisers, giving a modern spin on the famous “community car wash” that was once a popular method of raising funds for various community organizations. Supporters of the organizations will receive a high-quality car wash, and the organization receives 50% of the proceeds from every wash donated back to them.

Regular business hours extend from 7:00 am to 8:00 pm daily. There will be attendants on duty for the full duration of the operating hours to assist customers and maintain the cleanliness of the site. Each shift will employ 2-3 employees with a total staff of approximately 8-10 employees. During these hours, Tsunami expects to service 200-400 customers per day.

Tsunami currently has four (4) facilities in the Milwaukee area including: Oak Creek, Greenfield, Waukesha, and one under construction on Fond du Lac Avenue in Milwaukee.

Entitlement Strategy & Timeline

Tsunami will comply with the local approval process by submitting a Special Use application for Plan Commission recommendation and Common Council approval. They anticipate receiving municipal approvals in spring of 2024 with single-phase construction beginning mid-summer. The facility is anticipated to be open and operational in early spring of 2025.

Site Plan

The site is arranged such that the main car wash building is located on the west end of the site and oriented parallel to Lovers Lane Road. While a car wash requires a special use permit for this site, it coordinates with the surrounding businesses. With Boucher Volkswagen to the north, Hiller Ford to the east, Kwik Trip and Tires Plus to the southwest, and Ewald CDRJ and Holz Auto Body Shop just down the road, residents of Franklin and the surrounding communities already associate this area with automobile service and sales

- Layout: The plan shows (24) parking stalls with (2) being dedicated ADA spaces. The entrance to the wash includes (3) pay stations that allow space for the stacking of up to (30) vehicles.
- Vacuum Design & Placement: The vacuums are aligned along both sides of the parking lot with one vacuum post serving two parking stalls. Each vacuum has (2) hoses that are attached to a central vacuum system that routes to either the main building or the detached pump house at the southeast corner of the site. Each vacuum station is also equipped with a trash bin, a mat clip for easy vacuuming, and a central blower system to help clean those hard-to-reach places.
- Landscaping/Screening: There is ample landscaping throughout the site that has been designed by a professional landscape architect. The dumpster is screened by an enclosure constructed of materials that match the main building, and the pump house is a fully-enclosed secondary building also constructed of similar materials.
- Access: The main entrance to the site is located off South Whitnall Edge Road to minimally impact the heavy traffic on South Lovers Lane Road. Immediately after entering the site, vehicles can turn right to enter the queue for the washes, or proceed straight to access the free vacuums.
- Signage: A full signage package complying with all code standards will be submitted for approval. There will be signage on the building as well as one monument sign on Whitnall Edge Road directly adjacent to the site entrance.
- Lighting: The proposed lighting plan includes general pole lighting, wall packs, and canopy lighting that provide an average illumination of 2.0 footcandles. Additional information on each proposed lighting fixture has also been provided.

Architecture

The design of the building consists of beige split-faced concrete block, red masonry, clear anodized aluminum storefront windows, and a blue standing seam metal roof. The long façade is broken up with brick accent piers. The windows located on the side of the building facing Lovers Lane Road are translucent glass – allowing a view into the bright and colorfully lit inside of the wash tunnel; the windows located in the mechanical room will be spandrel glazing.

The main structure of the building consists of structural CMU walls, precast hollow core planks for the roof of the wash tunnel, steel joists and metal deck for the roof of the mechanical/support rooms, and poured-in-place concrete foundation walls. A geotechnical survey was completed for the site and it was recommended that rammed aggregate piers be installed to stabilize the soil to make the site suitable for construction.

The tunnel contains dual overhead doors at both the entrance and the exit. The interior door will be insulated metal with vision lites to provide thermal protection and security during non-operational hours; the exterior overhead door will be vinyl roll-up doors that will correspond with Tsunami's blue and yellow branding. These vinyl doors are intended to provide protection from the elements in the winter months when the metal doors are open.

Conclusion

Tsunami Express Carwash is excited for the opportunity to submit their state-of-the-art facility to the Plan Commission to be considered for this site. They will prove to be a valuable addition to the Franklin community.

Documents

Accompanying this narrative are all of the documents required for the site plan review as noted on the Special Use Permit Application. Also included are supplemental documents that provide additional information that may be of use to the Plan Commission while reviewing our submittal. These supplemental documents include:

- **Exhibit 1: Lighting Cut Sheets** Specific information on all proposed lighting fixtures to supplement the site photometric plan. *(Included in digital submittal only to conserve paper.)*
- **Exhibit 2: Sound Study** A sound study performed at the Tsunami Greenfield location on Layton Ave. showing the decibel levels at different points on that site for reference.
- **Exhibit 3: Reclaim System & Equipment** Information regarding the reclaim system and equipment.

Other documents are available upon request. These documents include a geotechnical survey and safety data sheets for all chemicals used for operations.

Please do not hesitate to contact us with any additional questions.

Sincerely,

Craig Wojtczak
Project Designer
The Redmond Company



W228 N745 Westmound Drive
Waukesha, WI 53186



P 262 549 9600
F 262 549 1314



TheRedmondCo.com

03/14/2024

General Standards for Special Uses

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.

The proposed car wash is in harmony with this Ordinance as well as the 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.

The proposed car wash will have no adverse effects to the adjacent property or area.

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.

The proposed car wash will be constructed with high quality materials and will not interfere with the development of neighboring properties.

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.

The proposed car wash will be served adequately by required essential facilities as listed above.

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.

The proposed car wash has taken adequate measures to create safe and efficient traffic flow through the site and ingress/egress to public streets. Three lanes of queueing are provided to ensure cars aren't backed up into the public street.



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.

The proposed car wash will not damage any natural or historical features 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.

The proposed car wash conforms to all applicable regulations found in the B-3 zoning code.

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 § 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. All applicable standards will be met.

C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. Public Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

The proposed car wash will provide a desirable and useful service for the neighborhood and community.

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.

The proposed car wash provides a full service car wash open to the public in a convenient and easily accessible location.

3. Mitigation of Adverse Impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

The proposed car wash building, site, landscaping, and screening have been designed to meet all applicable city standards. Site traffic and navigation has been carefully designed to ensure safe and efficient travel throughout the site as well as entering and exiting onto the public street.

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

The building blends in and reflects its surrounding neighbors with the use of high quality materials



YOUR PREMIER DESIGN/BUILD PARTNER

Date: July 1st, 2024
From: Craig Wojtczak. The Redmond Company.
To: Department of City Development
Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
RE: Staff comments for Special Use and Site Plan, Tsunami Car Wash
6299 S. Whitnall Edge Road

Below are comments and recommendations for the above-referenced applications received on April 8, 2024.

Note: In your responses to these comments, please add where the additional information and/or revision is provided. For example, Landscape Plan sheet L1, project narrative, etc.

City Development Department comments

1. **Site Plan submittal requirements.** Pursuant to the Unified Development Ordinance (UDO) §15-7.0103 *Applications for Site Plan Review*, please add the following information to the Site Plan:
 - C. Seal. Please add architect, engineer and landscape architect's seal.
 - F. Please add vertical datum to the grading plan (sheet C-5), it must be National Geodetic Vertical Datum of 1929.
 - G. Soils Data. Please submit the characteristics and types of soils present on site.
 - S. Please submit Site Intensity and Capacity calculations (worksheet attached).

2. **Sound study.** The submitted sound study is for another location, please submit a sound study for this site.

A sound study has been conducted for this site, please see attached document titled "Tsunami Franklin Sound Study". The report recommends installing an 8' sound barrier along the south property line to meet the sound ordinance. Our proposal is to delay the installation of the wall until after construction. If the city and/or neighbors deem the noise to be an issue, the wall would be installed at that time.

3. **Floor Area Ratio (FAR).** Please add the proposed net FAR and gross FAR to site information block on the architectural site plan. In the B-3 zoning district, the maximum gross FAR is 0.34 and net FAR is 0.57. See definitions below:

FLOOR AREA RATIO, GROSS (GFAR)

An intensity measured as a ratio derived by dividing the total gross floor area of a building or structure by the base site area. Where the lot is part of a larger development and has no required bufferyard, that lot area may be used instead of the base site area to calculate the lot's development potential.

FLOOR AREA RATIO, NET (NFAR)

An intensity measured as a ratio derived by dividing the total gross floor area of a building or structure by the net buildable site area.

Proposed NFAR and GFAR ratios have been added to Site Information box on Architectural Site Plan Sheet in revised drawing packet. Calculation worksheet is also included in submittal separately entitled "Site Intensity Calcs Worksheet"

4. **Setback from arterial roadways.** Pursuant to UDO §15-5.0108, the minimum building setback is 40 feet along an arterial roadway such as Lovers Land Road. The proposed carwash building is encroaching into this setback, please revise your design accordingly.

The building has been adjusted to comply with the setbacks as shown on sheet C-3 and architectural site plan on AS-100 in the revised drawing packet.

5. **Utility easement.** The Alta Survey depicts a 20-foot utility easement to Wisconsin Electric Power Company along Whitnall Edge Road. Have you received authorization from the easement holder for the proposed drive and sign encroaching into this easement?

The drive has been adjusted to not encroach into the utility easement as shown on Sheet C-3 in the revised drawing packet.

6. Will Tsunami Car Wash be the operator for this carwash? If so, please revise the application forms with Tsunami Car Wash as applicant and The Redmond Company as applicant's representative.

A revised review application is attached entitled "Revised Application"

Parking (UDO Div. 15-5.0200)

7. **Parking space size.** The proposed regular parking space (next to ADA parking) is 162 square feet (9 x 18 feet). The minimum parking space size is 180 square feet per UDO §15-5.0202B, please revise accordingly.

Parking sizes have been adjusted to meet the minimum size standards as shown on Sheet C-3 in the revised drawing packet.

8. **ADA parking.** The architectural site plan depicts one space for ADA parking (Americans with Disabilities Act) but the pavement grading plan (sheet C-7) depicts two ADA parking spaces, please clarify. Note that for this site, one ADA parking space is sufficient per UDO Table 15-5.0202(l)(1). The minimum dimensions for ADA parking are 13 feet wide by 20 feet long, the proposed ADA parking space is 18 feet long, please revise.

Civil plans have been updated to reflect one ADA parking stall. Plans have also been updated for ADA parking stall to be 20' in length as shown on Sheet C-3 in the revised drawing packet.

9. **Minimum distance of required concrete curbing from property lines.** Even though the architectural site plan depicts the required 10-foot separation from the drive to the south property line, this distance must be measured from the back of curb per UDO §15-5.0202.E.2. This distance is less than 10 feet in the pavement grading plan (sheet C-7), please revise accordingly.

The pavement has been adjusted to comply with this standard as shown on Sheet C-3 in the revised drawing packet.

10. **Parking aisles.** Pursuant to UDO Table 15-5.0204, the minimum width for double row 90° angle parking is 65 feet, the proposed design is 64 feet wide, please revise accordingly.

The width of the parking lot has been increased to meet the 65' minimum as shown on Sheet C-3 in the revised drawing packet.

11. **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.

Snow storage shall be in the detention basin as noted on Sheet C-3 in the revised drawing packet.

Required Landscaping (UDO Div. 15-5.0300)

12. **Species of plantings.** Pursuant to UDO 15-5.0302F.2, at least two of plantings of each species are required. Please revise the proposed quantity of canopy/shade trees.

Revised quantity of proposed canopy/shade trees shown on L 1.0 and L 1.2 in the revised drawing packet.

13. **Species of plantings (native).** Pursuant to UDO §15-5.0302F, at least two species of canopy/shade trees must be native to the City (Ash, Elm, Sugar Maple, Red Oak, Basswood or Walnut). Please revise accordingly. Note that native species of shade trees shall be placed away from the highest vehicular and pedestrian traffic areas (UDO §15-5.0302.H.2).

Revised species of trees as shown on L 1.0 and L 1.2 in the revised drawing packet.

14. **Irrigation.** 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 §15-5.0303.D).

A permanent irrigation system will be installed.

15. **Plant replacement.** UDO §15-5.0303.G states that “any plant materials included in an approved landscaping plan that do not survive a plant establishment period of two years after installation shall be replaced”. Please revise sheet L 1.2, note 13 accordingly.

Note 13 on L 1.2 has been updated to have a two year warranty period after installation as shown in the revised drawing packet.

Architecture (UDO Div. 15-7.0800)

16. Any proposed metal furnace vents? If so, please submit plans attesting compliance with UDO 15-7.0802I: “All chimney and fireplace vents shall be enclosed in a chase constructed of materials similar to those materials used on the building elevations; metal housings designed by the vent manufacturer to enclose the chimney vents are acceptable”.

Document entitled “Mechanical Venting Reference” shows a similar Tsunami project with compliance of venting. All venting will be lower than parapet height. No side wall vents are proposed.

Miscellaneous

17. Any roof-mounted mechanical equipment? If so, please submit a sight line diagram from Lovers Lane Road and Whitnall Edge Road.

Site diagram has been included for Lovers Lane Road and Whitnall Edge Road as shown in document entitled “Site Line Diagram”

Separate approvals and fees

18. This review is not for the proposed sign. Please note that separate review and approval with the Department of City Development are required for signs.

19. 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>.

20. Please note that stormwater, grading, erosion control and utility plans are subject to separate review and approval by the Engineering Department

Engineering Department comments

1. *Engineering has no objection to the applicant's request for Special Use. However, an engineering and storm water management plan review application must be submitted with required materials for review and approval*
2. *Consider the following comments*
 - *Confirm with WisDOT regarding the minimum building setback*
 - *Refer to the City of Franklin Design Standard for retaining wall construction (Chapter 6.9).*
 - *A plat of survey is required for applying for a building permit.*
 - *Refer to UDO - 15-0207 (A), the driveway must have a 6 ft minimum from all property lines*

Inspection Services Department comments

1. *Structure shall be designed and constructed in accordance with the Wisconsin Commercial Building Code*

Tsunami Car Wash Development Traffic Impact Analysis

City of Franklin
Milwaukee County, Wisconsin

September 24, 2024



TRAFFIC IMPACT ANALYSIS

Date: September 24, 2024

Prepared for: Miranda R. Seals
The Redmond Company

Prepared by: Don Lee, P.E.
John A. Bieberitz, P.E., PTOE
Traffic Analysis & Design, Inc.

Subject: **Tsunami Express Carwash Development**
City of Franklin, WI
Traffic Impact Analysis

INTRODUCTION

A carwash development is proposed to be constructed on the southeast corner of the South Lovers Lane Road (STH 100) intersection with South Whitnall Edge Road in the City of Franklin, Milwaukee County, Wisconsin. Access to the site is proposed via a single access driveway along South Whitnall Edge Road. A map showing the development site and proposed access location is shown on Exhibit 1. The conceptual development site plan is shown on Exhibit 2.

This traffic impact analysis (TIA) was prepared to document the peak hour traffic impacts expected at the study intersections along South Whitnall Edge Road with existing traffic volumes and with full buildout of the proposed carwash development.

STUDY AREA

Study Intersections

The study intersections, also shown on Exhibit 1, include the following:

- South Lovers Lane Road/STH 100 & South Whitnall Edge Road (two-way stop control)
- South Whitnall Edge Road & Boucher VW Driveway (one-way stop control)
- South Whitnall Edge Road & Proposed Driveway (one-way stop control)
- South Whitnall Edge Road & Retail Center Driveway (one-way stop control)

The existing geometrics, traffic control, posted speed limits, and distances between study intersections are shown on Exhibit 3.

Study Area Roadways

South Lovers Lane Road (STH 100) is classified as a Principal Arterial that generally runs north/south and has a six-lane divided cross-section. The posted speed limit on South Lovers Lane Road is 40 miles per hour (mph) within the limits of the study area. The Year 2021 Wisconsin Department of Transportation (WisDOT) Annual Average Daily Traffic (AADT) volumes along STH 100 were 26,000 vehicles per day (vpd) immediately north of College Avenue and 20,900-vpd to the south of South Whitnall Edge Road.

South Whitnall Edge Road is classified as a local collector street that generally runs east/west within the limits of the development site. South Whitnall Edge Road has a two-lane undivided cross-section and a posted speed limit of 25-mph. There are no WisDOT AADT volumes currently available along South Whitnall Edge Road; however, daily traffic volumes of 1,000-vpd were interpolated from three hours of weekday evening (3:00 – 6:00pm) peak period counts conducted as part of this study. The roadway is signed for no parking within the limits of the study area intersections.

EXISTING & FUTURE TRAFFIC VOLUMES

Existing Traffic Volumes

The weekday evening and Saturday midday peak hours are expected to drive the improvements needed to adequately accommodate the proposed development site, as they represent the highest trip generation for the site and the highest volumes along the adjacent transportation system. TADI conducted weekday evening (3:00 – 6:00pm) and Saturday midday (11:00am – 2:00pm) peak hour turning movement traffic counts at the South Whitnall Edge Road intersection with the South Lovers Lane Road intersection and with the other two aforementioned existing driveways along South Whitnall Edge Road during a typical weekday and a typical Saturday in mid-September of 2024.

Based on the turning movement counts, the weekday evening and Saturday midday peak hours were identified as being from 4:00 to 5:00pm and 11:15am to 12:15pm, respectively. The existing turning movement volumes were compiled for these peak hours and are shown on Exhibit 4A. The turning movement traffic count data for each intersection is also included in Appendix A.

Because data collection occurred while construction was occurring along South Lovers Lane Road and to account for typical preconstruction conditions at the study area intersections, the through volumes on the north and south approaches of the South Whitnall Edge Road intersection with South Lovers Lane Road were compared to the year 2021 hourly AADT through volumes along South Lovers Lane Road, as collected by WisDOT in April of 2021 as part of their regular three-year cycle data collection. Based on this comparison, the weekday evening peak hour volumes collected as part of this study averaged about 11-percent lower than the volumes collected by WisDOT in April of 2021. Therefore, the northbound and southbound through volumes at the South Lovers Lane Road intersection with South Whitnall Edge Road, collected as part of this study, were adjusted up to account for these calculated variations. The existing (factored) traffic volumes are shown in Exhibit 4B.

Development Site Traffic Volumes

The site is currently a vacant outlot adjacent to a retail strip center that is located immediately southeast of the site. Additional commercial land uses are located immediately to the north and south along both sides of South Lovers Lane Road. Residential land uses (single family homes and apartments) are located further to the east along South Whitnall Edge Road.

The proposed development includes a single automatic car wash stall/drive aisle. The expected new trips generated for this land use for the two peak periods were determined based on data from other similar existing facilities noting that these volumes are higher than those calculated per the ITE trip generation rates (comparison table provided in the appendix). The proposed development site is expected to include pass-by trips. Pass-by trips occur when motorists already on the roadway system stop at a development site prior to continuing on their intended route (e.g., an existing motorist northbound on South Lovers Lane Road stops at the site prior to continuing northbound on South Lovers Lane Road). Per WisDOT and Institute of Transportation Engineer (ITE) recommended practice, approximately 25-percent of the expected new trips were included in the pass-by trip reduction calculations.

As shown in Exhibit 5, after pass-by trip reductions, the full buildout, assuming a typical car wash day, is expected to generate 80 new site trips in the PM peak hour, and 80 new site trips in the SAT peak hour.

The new trips for the proposed development were distributed to the study intersections based on existing daily and peak hour traffic patterns. The trip distributions are listed below and shown on Exhibit 5.

- 50% to/from the north on Lovers Lane Road
- 45% to/from the south on Lovers Lane Road
- 5% to/from the east on Whitnall Edge Road

Full Build Traffic Volumes

The peak hour new trips expected to be generated by the full buildout of the proposed development were assigned to the study area roadways based on the above trip distribution and are summarized below.

- On-site Development New Trips – Exhibit 6A
- On-site Development Pass-By Trips – Exhibit 6B
- On-site Development Driveway Trips (New Trips + Pass-By Trips) – Exhibit 6C

The on-site development driveway trips were determined by adding the on-site development new trips to the on-site development pass-by trips. The Full Build traffic, which adds the proposed development driveway trips (Exhibit 6C) to the existing (factored) traffic volumes (Exhibit 4B), is shown on Exhibit 7.

PEAK HOUR TRAFFIC OPERATIONS & QUEUES

LOS Definition/Description

Intersection operation is defined by “level of service.” Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A,’ to very poor, represented by LOS ‘F.’ For the purposes of this study,

LOS D or better was used to define acceptable peak hour operating conditions. The LOS descriptions for signalized and unsignalized intersections are in Table 1.

Table 1. LOS Descriptions

LOS	Signalized Intersections Control Delay/Vehicle (sec/veh)	Unsignalized Intersections Avg. Control Delay (sec/veh)	Relative Delay
A	≤10	≤10	Short Delays
	Free-flow traffic operations at average travel speeds. Vehicles completely unimpeded in ability to maneuver Minimal delay at signalized intersections		
B	> 10 - 20	> 10 - 15	
	Reasonably unimpeded traffic operations at average travel speeds Vehicle maneuverability slightly restricted Low traffic delays.		
C	> 20 - 35	> 15 - 25	
	Stable traffic operations Lane changes becoming more restricted. Travel speeds reduced to half of average free flow travel speeds Longer		
D	> 35 - 55	> 25 - 35	Moderate Delays
	Small increases in traffic flow can cause increased delays Delays likely attributable to increased traffic, reduced signal progression, and adverse		
E	> 55 - 80	> 35 - 50	
	Significant delays. Travel speeds reduced to one-third of average free flow travel speed		
F	> 80	> 50	Long Delays
	Extremely low speeds. Intersection congestion. Long delays Extensive traffic queues at intersections		

Source: Highway Capacity Manual, Transportation Research Board, Washington, D.C., 2010

Peak Hour Traffic Operations

The study intersections were analyzed using the Synchro 11 traffic analysis model (outputs based on the *Highway Capacity Manual, 6th Edition*) and the peak hour turning movement volumes estimated for each intersection. The Existing traffic LOS, delays, and queues for each movement are shown below in Table 2. As shown, all intersections are currently operating acceptably at LOS D or better during the typical weekday evening and Saturday midday peak hours under existing conditions except the eastbound movements and westbound through/left-turn movements at the South Lovers Lane Road intersection with South Whitnall Edge Road which are currently operating at LOS E/F during the typical weekday evening peak hour. The corresponding Synchro analysis files are in Appendix B.

Table 2. Existing Traffic Peak Hour Operations

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach																			
			Eastbound			Westbound			Northbound			Southbound										
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙								
Node 100 Lovers Lane Road & Whitnall Edge Road <i>Two-Way Stop Control</i>	PM	Lanes->	1			1			1			3			1		3					
		LOS	E			F			C			C			*		D		*			
		Delay	48.5			57.3			18.2			15.4			*			31.9			*	
		v/c	0.11			0.07			-			-			-			-			-	
		Queue	25'			25'			35'			25'			*			95'			*	
	SAT	LOS	D			D			C			B			*			C			*	
		Delay	27.1			26.0			15.1			12.6			*			15.6			*	
		Queue	25'			25'			30'			25'			*			25'			*	
Node 200 Whitnall Edge Road & Boucher VW Driveway <i>One-Way Stop Control</i>	PM	Lanes->	1		-		-		1		-		-		1		-					
		LOS	A		-		-		*		-		-		B		-					
		Delay	7.5		-		-		*		-		-		10.0		-					
		Queue	25'		-		-		*		-		-		25'		-					
	SAT	LOS	A		-		-		*		-		-		A		-					
		Delay	7.6		-		-		*		-		-		9.3		-					
		Queue	25'		-		-		*		-		-		25'		-					
Node 400 Whitnall Edge Road & Retail Space Driveway <i>One-Way Stop Control</i>	PM	Lanes->	-	1		1		-		1		-		-		-						
		LOS	-	*		A		-		B		-		-								
		Delay	-	*		7.7		-		10.1		-		-								
		Queue	-	*		25'		-		25'		-		-								
	SAT	LOS	-	*		A		-		A		-		-								
		Delay	-	*		7.5		-		9.4		-		-								
		Queue	-	*		25'		-		25'		-		-								

(-) indicates a movement that is prohibited or does not exist, (*) indicates a freeflow movement

Delay is reported in seconds Queue is the maximum of the 50th & 95th percentile queue, measured in feet

The Full Build traffic LOS, delays, and queues for each movement are shown below in Table 3. The corresponding Synchro analysis files are in Appendix C. As shown, all movements are expected to continue to operate acceptably at LOS D or better during the typical weekday evening and Saturday midday peak hours under Full Build traffic conditions except the eastbound movements and westbound through/left-turn movements and the southbound left-turn movement at the South Lovers Lane Road intersection with South Whitnall Edge Road which are expected to operate at LOS E/F during the typical weekday evening peak hour. It is noted that there are traffic signals located less than ¼-mile to the north and south of the South Whitnall Edge Road intersection which are likely creating gaps in the traffic stream that allow this intersection to operate better than reported by the modeling software. As shown in Table 3, the volume to capacity ratios (.016, 0.67 and 0.72) show that there is excess capacity for each of these respective movements. In addition, the volumes for the eastbound and westbound movements are all expected to be less than 50 and the queue lengths are expected to be 3 vehicles or less during the weekday evening peak hour under full build conditions. With reasonable capacity ratios, lower volumes and queuing reported by the model and traffic signals located to the north and south creating gaps in the South Lovers Lane Road traffic stream, this intersection is expected to operate better than reported by the modeling software. If delays are higher than expected, regular users of this intersection could divert to adjacent signalized intersections to access South Lovers Lane Road, or turn right onto Lovers Lane Road at Whitnall Edge Road and make a U-turn at the College Avenue signalized intersection. If all left-turn movements decided to do this, that is if no left-turn movements were allowed from Whitnall

Edge Road and all of these vehicles turned right to head upstream before completing a U-turn movement at the adjacent intersection, the east and west approaches are expected to operate acceptably at LOS C or better during both peak periods analyzed.

Table 3. Full Build Traffic Peak Hour Operation

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙
Node 100 Lovers Lane Road & Whitnall Edge Road <i>Two-Way Stop Control</i>	PM	Lanes->	1			1			1			1		
		LOS	F			F			C			E		
		Delay	69.4			157.1			19.9			41.0		
		v/c	0.16			0.67			-			0.72		
		Queue	25'			70'			45'			130'		
	SAT	LOS	D			D			C			B		
		Delay	30.8			34.8			16.2			12.5		
		Queue	25'			30'			35'			25'		
		Queue	25'			30'			35'			25'		
Node 200 Whitnall Edge Road & Boucher VW Driveway <i>One-Way Stop Control</i>	PM	Lanes->	1			-			1			-		
		LOS	A			-			*			-		
		Delay	7.6			-			*			10.8		
		Queue	25'			-			*			25'		
		Queue	25'			-			*			25'		
	SAT	LOS	A			-			*			-		
		Delay	7.7			-			*			9.7		
		Queue	25'			-			*			25'		
		Queue	25'			-			*			25'		
Node 300 Whitnall Edge Road & Proposed Driveway <i>One-Way Stop Control</i>	PM	Lanes->	-			1			-			1		
		LOS	-			*			A			-		
		Delay	-			*			7.8			11.5		
		Queue	-			*			25'			25'		
		Queue	-			*			25'			25'		
	SAT	LOS	-			*			A			-		
		Delay	-			*			7.6			10.8		
		Queue	-			*			25'			25'		
		Queue	-			*			25'			25'		
Node 400 Whitnall Edge Road & Retail Space Driveway <i>One-Way Stop Control</i>	PM	Lanes->	-			1			-			1		
		LOS	-			*			A			-		
		Delay	-			*			7.7			10.1		
		Queue	-			*			25'			25'		
		Queue	-			*			25'			25'		
	SAT	LOS	-			*			A			-		
		Delay	-			*			7.5			9.3		
		Queue	-			*			25'			25'		
		Queue	-			*			25'			25'		

(-) indicates a movement that is prohibited or does not exist, (*) indicates a freeflow movement
Delay is reported in seconds Queue is the maximum of the 50th & 95th percentile queue, measured in feet

Internal Site Queueing Analysis

To estimate the amount of internal storage required to accommodate the proposed Car Wash facility, a queue analysis was completed for this study. As shown in Exhibit 2, with the internal storage lanes as planned, approximately 24 vehicles can be stored at any specific time while waiting to enter the car wash without backing up onto South Whitnall Edge Road.

Based on the trip generation estimates calculated as part of this study, about 55 vehicles are expected during a typical weekday evening or Saturday midday peak hour.

Based on past studies completed, similar car washes are expected to have an operating capacity of 3 to 4 vehicles/minute being washed. This equates to accommodating 180 to 240 vehicles per hour. Even if the capacity were as low as only 1 vehicles/minute, this would equate to about 60 vehicles per hour.

For backups to occur, all vehicles would need to arrive within a short (15 to 30 minute) period; however, the anticipated 55 vehicles are expected over the entire peak hour (60 minutes). Based on this analysis, the design is expected to accommodate higher than peak condition of queueing, which provides additional insurance of accommodating a peak weekend queue scenario on the site.

RECOMMENDED MODIFICATIONS

Peak Hour Traffic Operations and Queues – With Modifications

Based on the analysis completed as part of this study, the following modifications, as shown on Exhibit 8, are recommended to accommodate the Full Build (with development) traffic volumes.

Node 100. South Lovers Lane Road & Aldi Driveway

- No modifications are recommended.

Node 200. South Whitnall Edge Road & Boucher VW Driveway

- No modifications are recommended.

Node 300. South Whitnall Edge Road & Proposed Driveway

- Provide a new full access driveway onto South Whitnall Edge Road as shown on the site plan.

Node 400. South Whitnall Edge Road & Retail Center Driveway

- No modifications are recommended.

CONCLUSIONS

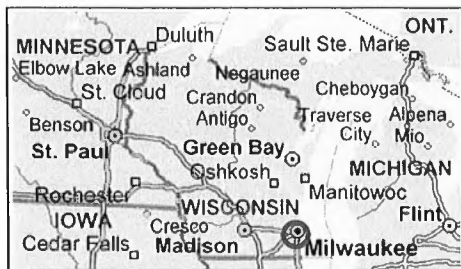
Based on the analysis completed as part of this study, higher delays are currently occurring and are expected to continue to occur for some movements at the South Lovers Lane Road intersection with South Whitnall Edge Road. However, with reasonable capacity ratios and traffic signals located to the north and south creating gaps in the South Lovers Lane Road traffic stream, this intersection is expected to operate better than reported by the modeling software. If delays are higher than expected, regular users of this intersection may divert to adjacent signalized intersections to access South Lovers Lane Road, or turn right onto Lovers Lane Road at Whitnall Edge Road and make a U-turn at the College Avenue signalized intersection. If all left-turn movements decided to do this, that is if no left-turn movements were allowed from Whitnall Edge Road and all of these vehicles turned right to head upstream before completing a U-turn movement at the adjacent intersection, the east and west approaches are expected to operate acceptably at LOS C or better during both peak periods analyzed. In addition, minimal additional delay and vehicle queues are expected at the existing and proposed driveways along South Whitnall Edge Road. Therefore, with the recommended modifications as shown on Exhibit 8, all intersections are expected to operate safely under full build conditions.

Appendices

Appendix A – Traffic (Counts, Historic Hourly AADT Comparison, Trip Gen Comparison)

Appendix B – Existing Traffic Peak Hour Analysis Outputs

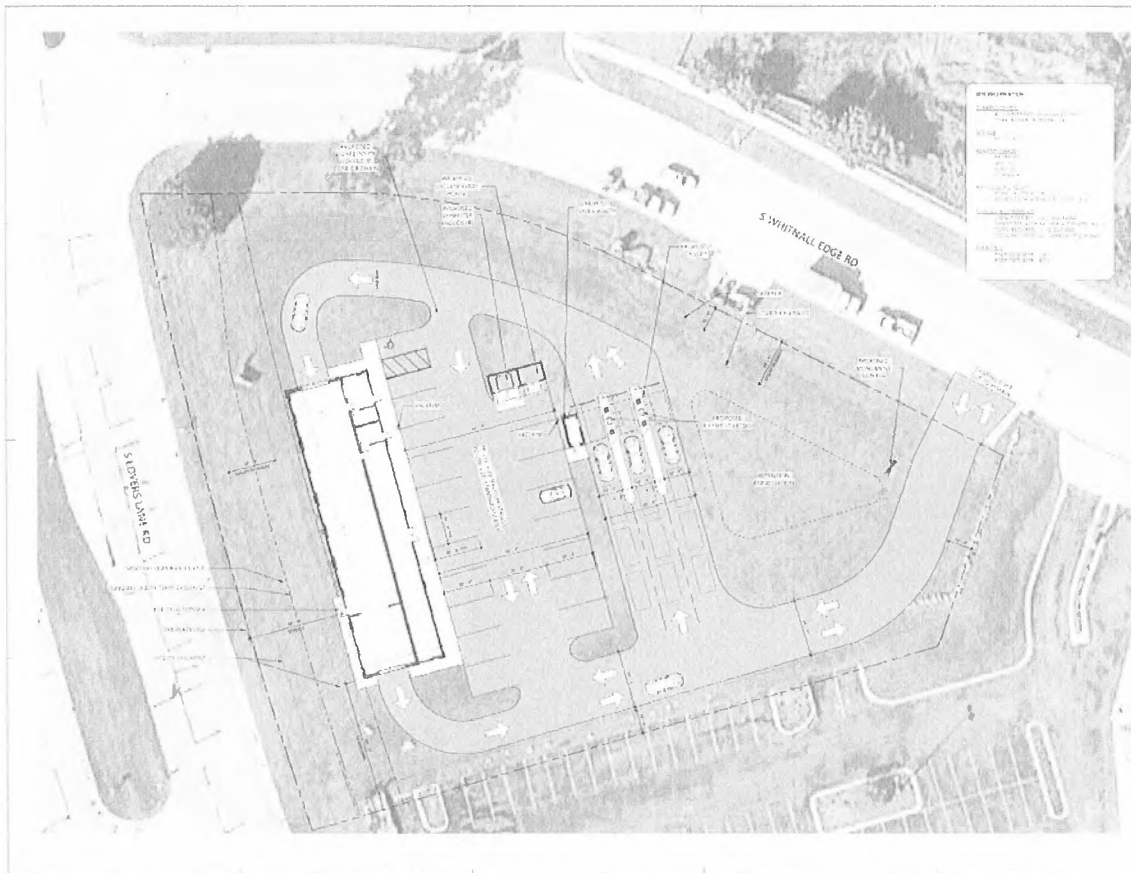
Appendix C – Full Build Traffic Peak Hour Analysis



LEGEND

- Study Area Intersection
- Proposed Site Location





Tsunami Express Car Wash

6649 S Whitnall Edge Road, Franklin, WI 53132



PROJECT NO. 100000000000000

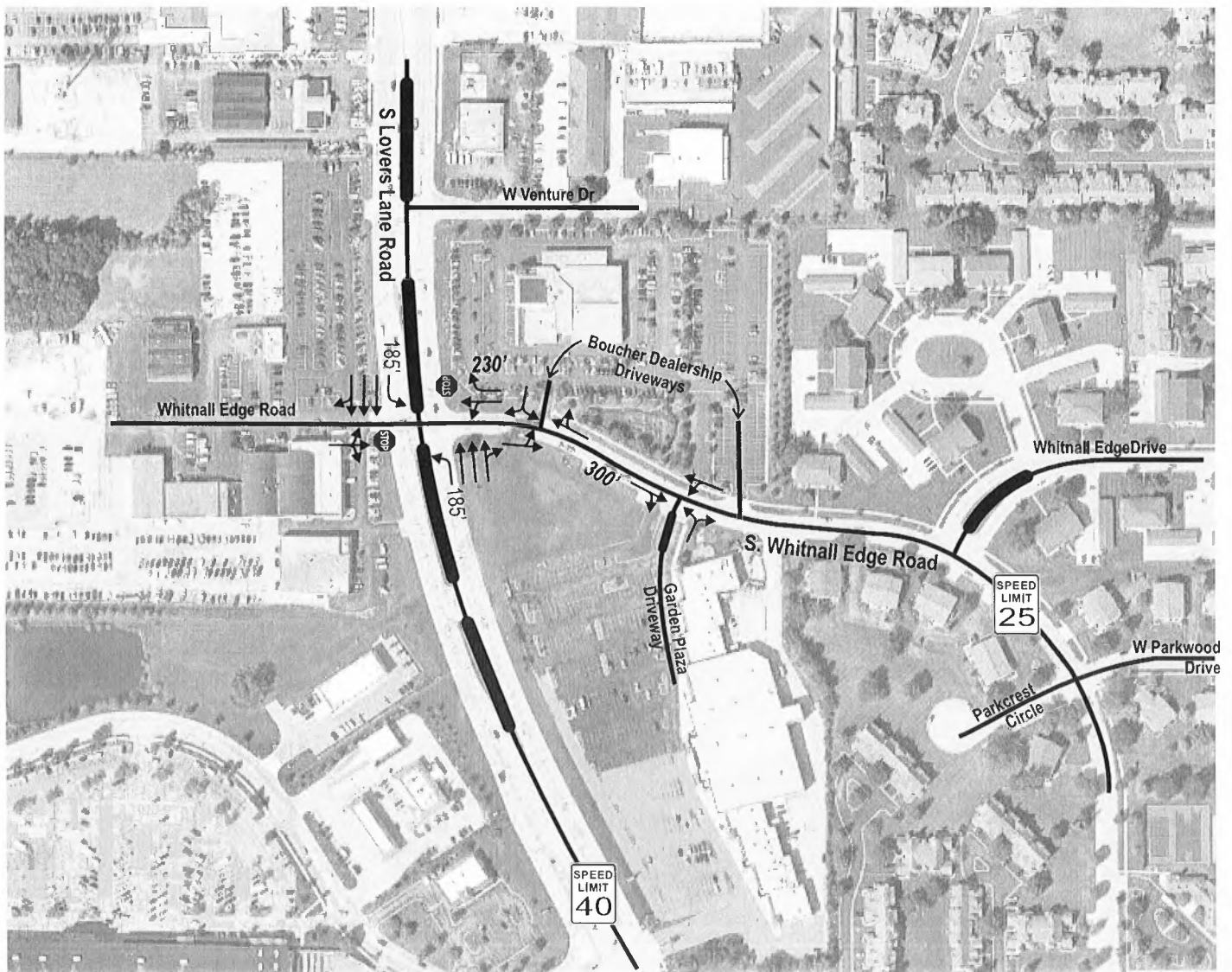
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ARCHITECT: TADI

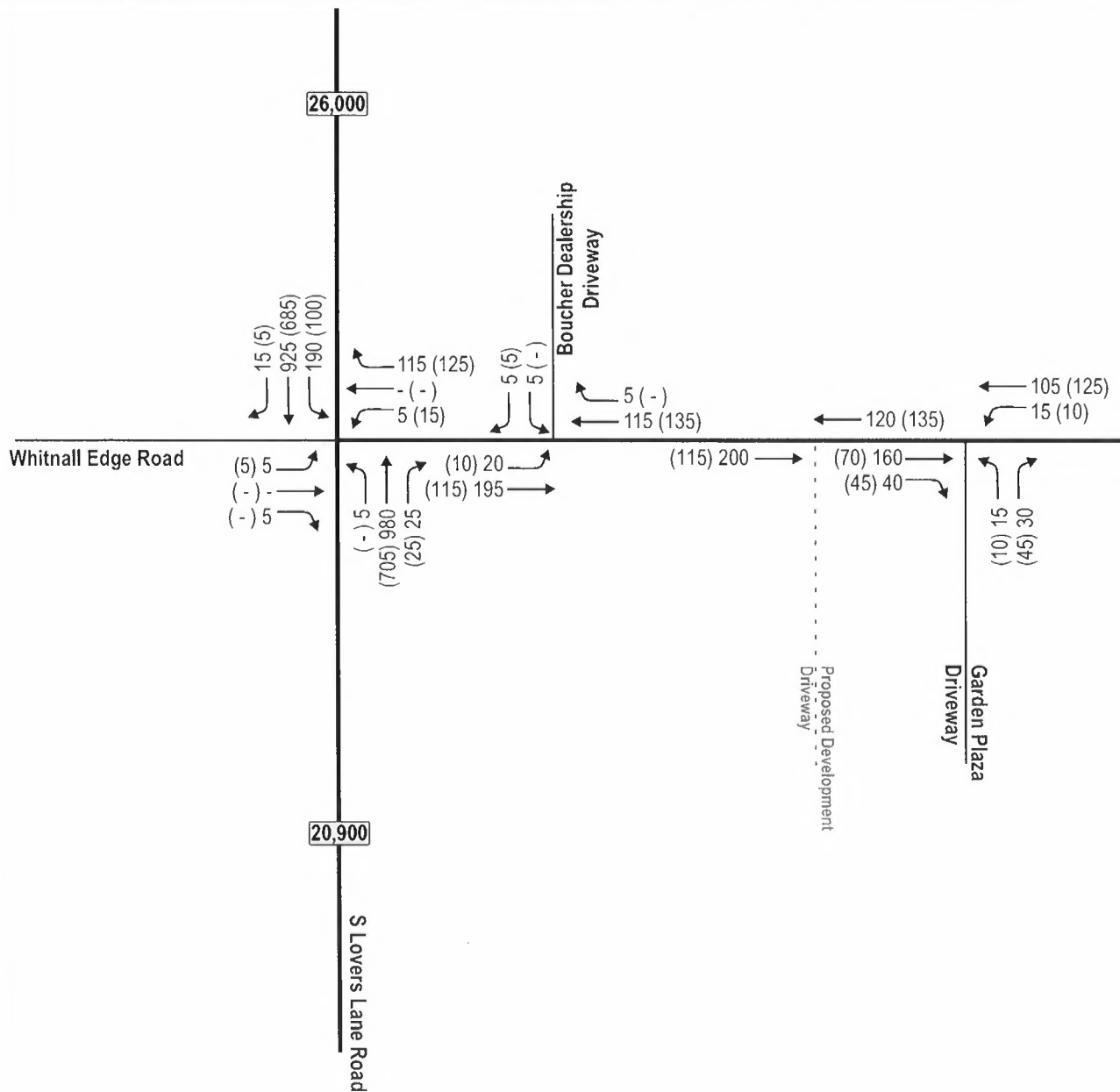
AS100





LEGEND

- Stop Sign Control
- Existing Lane Configuration
- Existing Storage Length (in Feet)
- Distance Between Roadways (in Feet)
- Divided Roadway Median



LEGEND

- XX PM Weekday Peak Hour (4:00 PM - 5:00 PM)
- (XX) Saturday Midday Peak Hour (11:15 AM - 12:15 PM)
- Negligible Traffic Volumes (Fewer than 3 vph)
- X,XXX 2021 Annual Average Daily Traffic (AADT)

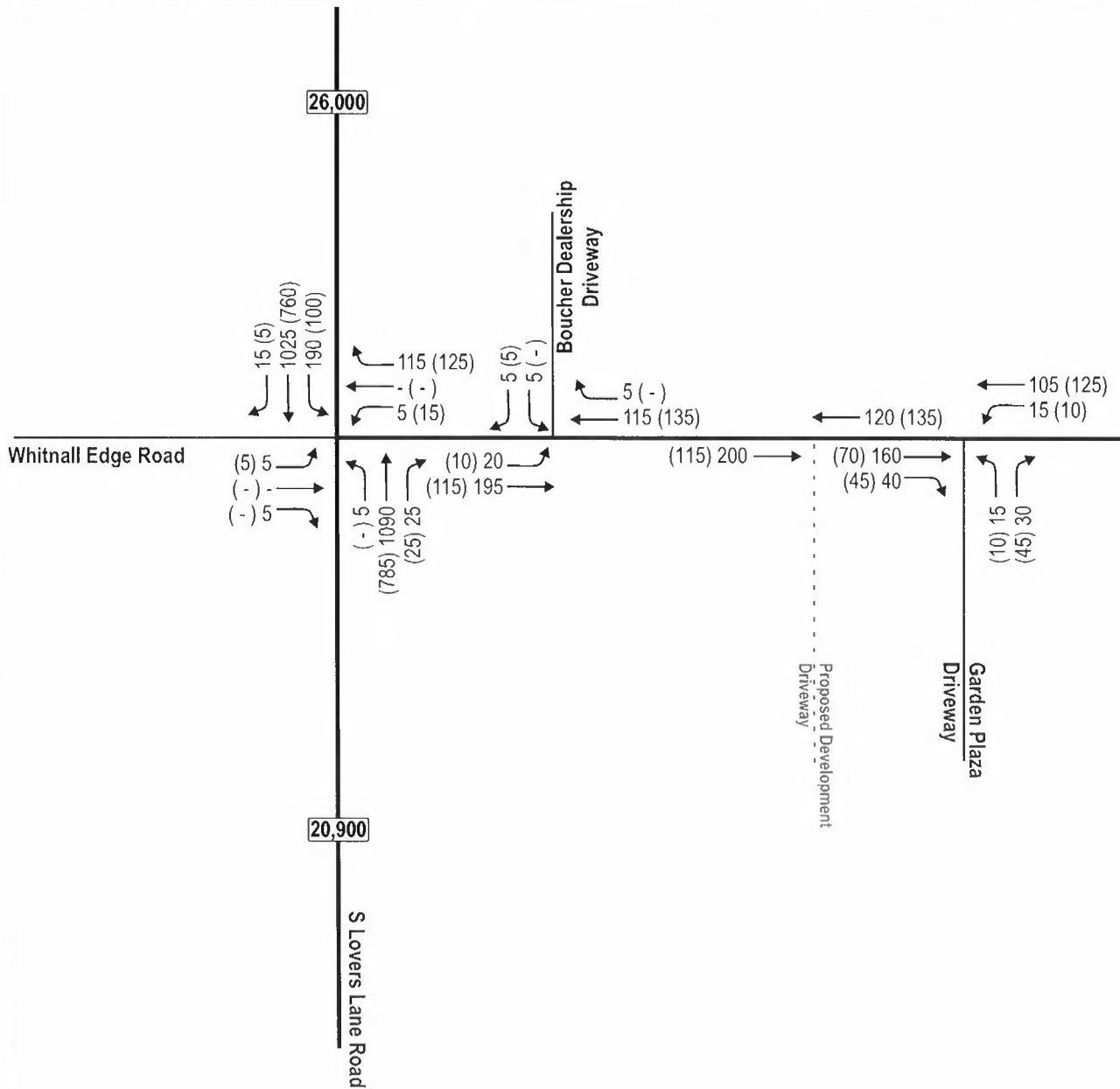


Exhibit 5
On-Site Trip Generation Table ¹

Land Use	ITE Code	Proposed Size	PM Peak			SAT Peak		
			In	Out	Total	In	Out	Total
Automated Car Wash ¹	TADI	1 Stalls	55	55	110	55	55	110
Total Driveway Trips			55	55	110	55	55	110
<i>PM (SAT) Pass-by Trips</i>	<i>TADI</i>	<i>25% (25%)</i>	<i>-15</i>	<i>-15</i>	<i>-30</i>	<i>-15</i>	<i>-15</i>	<i>-30</i>
Total Pass-by Trip Reduction			-15	-15	-30	-15	-15	-30
Total New Trips			40	40	80	40	40	80

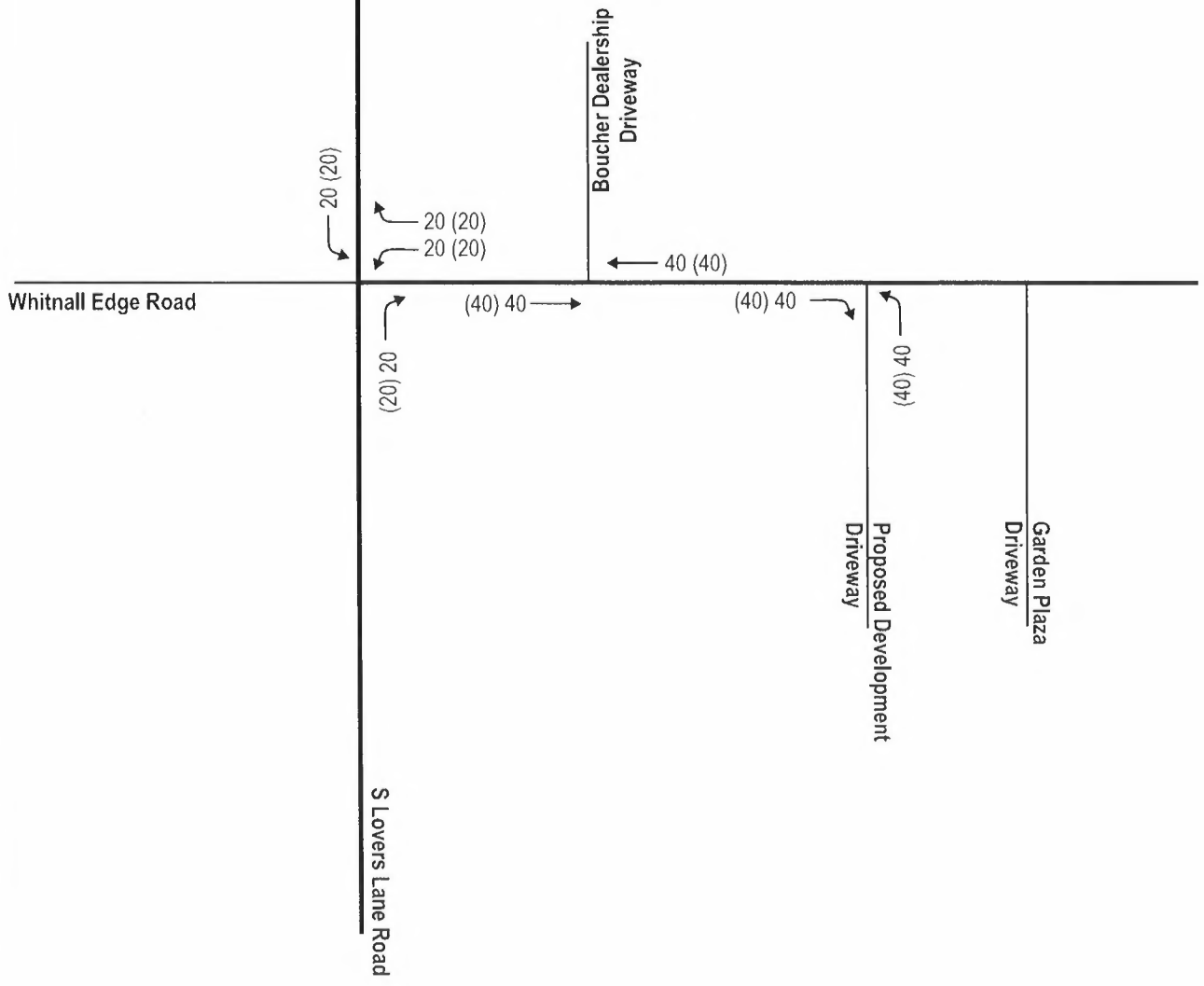
¹ Volumes based on estimates from study completed for similar type car wash facility

TRIP DISTRIBUTION (New Trips)

North on STH 100	50%	20	20	20	20
South on STH 100	45%	20	20	20	20
East on Whitnall Edge Road	5%	0	0	0	0
	100%	40	40	40	40

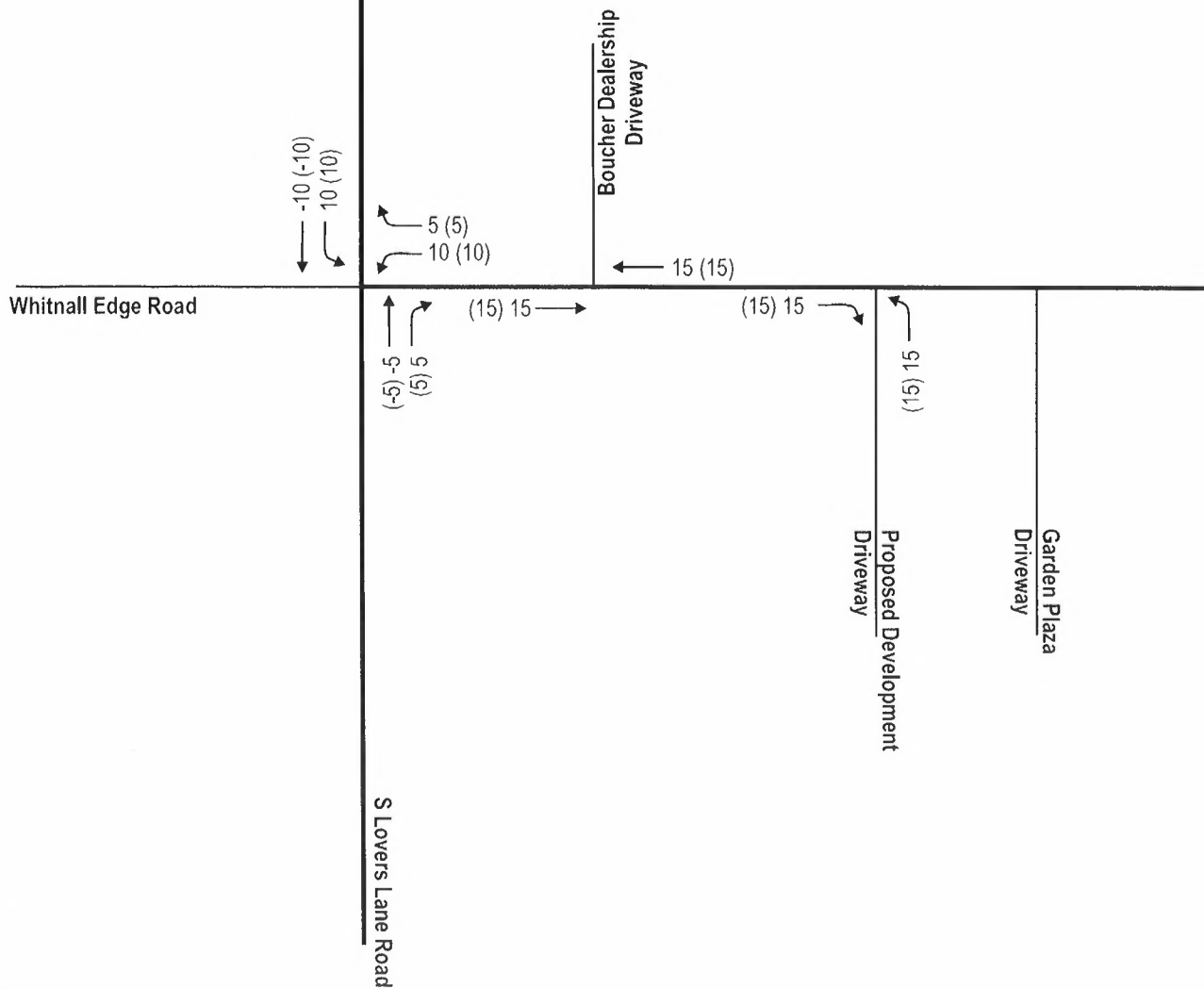
TRIP DISTRIBUTION (Pass-by Trips)

North on STH 100	(55%) {55%}	10	10	10	10
South on STH 100	(45%) {45%}	5	5	5	5
		15	15	15	15



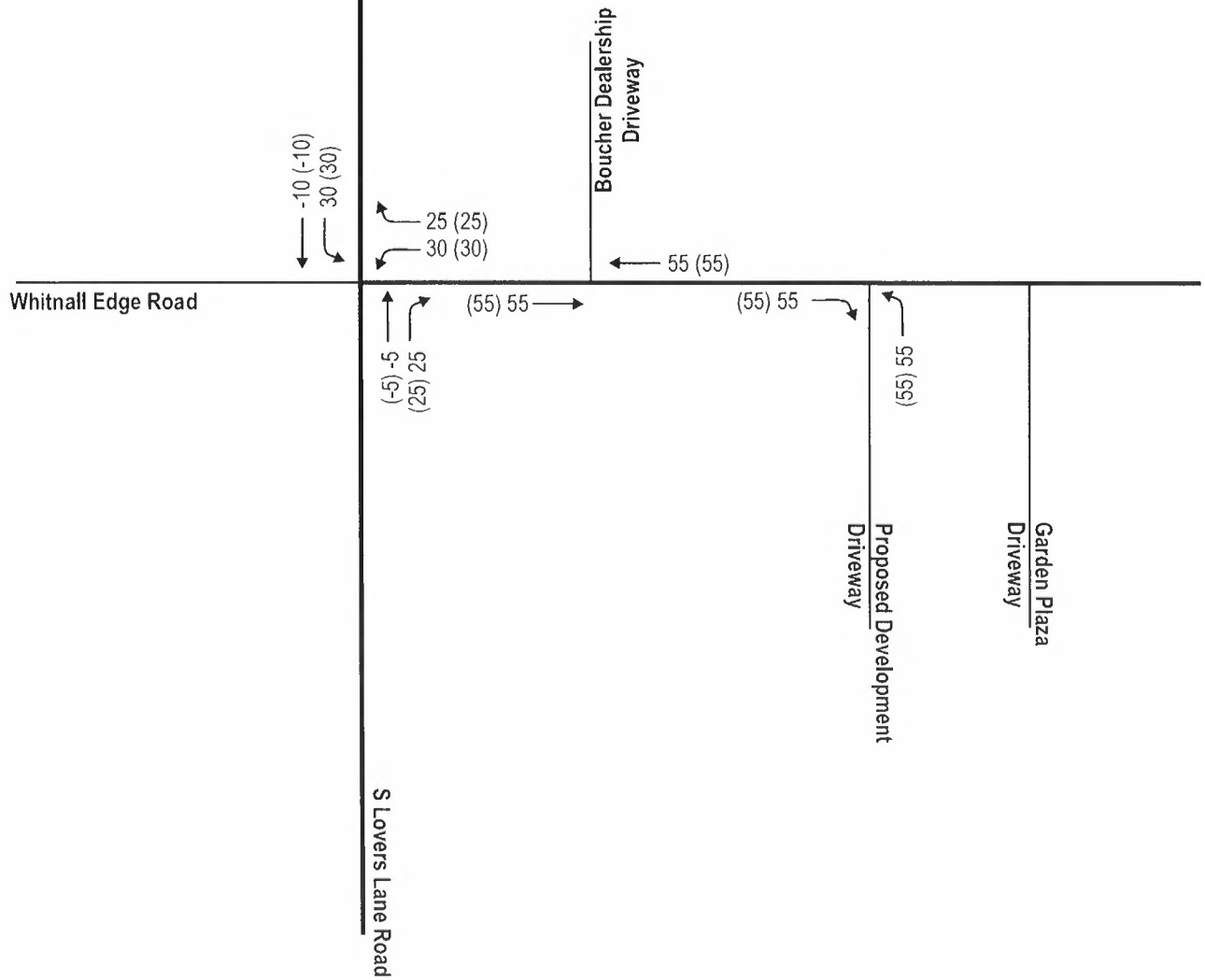
LEGEND

- XX PM Weekday Peak Hour (4:00 PM - 5:00 PM)
- (XX) Saturday Midday Peak Hour (11:15 AM-12:15 PM)
- Negligible Traffic Volumes (Fewer than 3 vph)



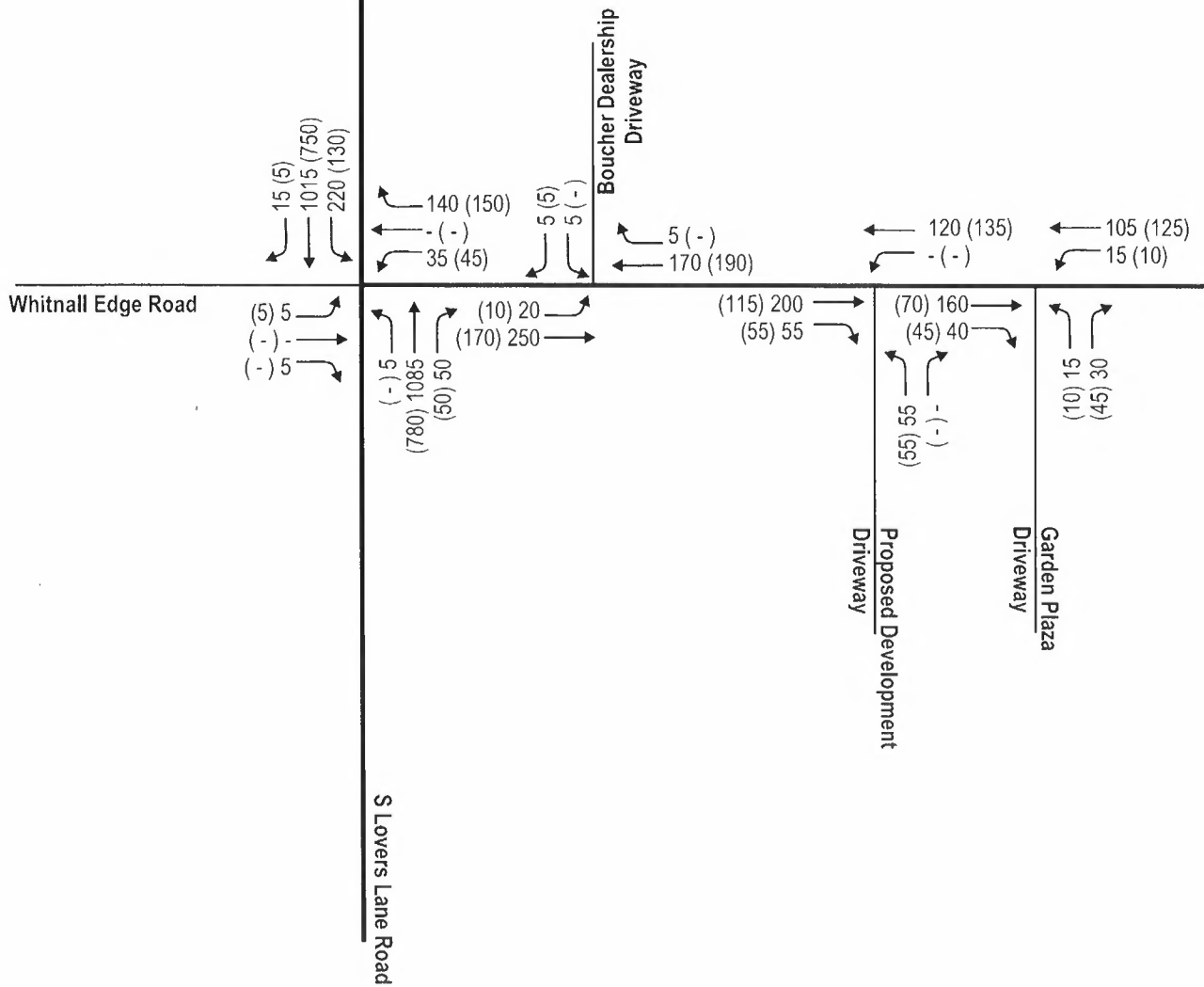
LEGEND

- XX PM Weekday Peak Hour (4:00 PM - 5:00 PM)
- (XX) Saturday Midday Peak Hour (11:15 AM-12:15 PM)
- Negligible Traffic Volumes (Fewer than 3 vph)



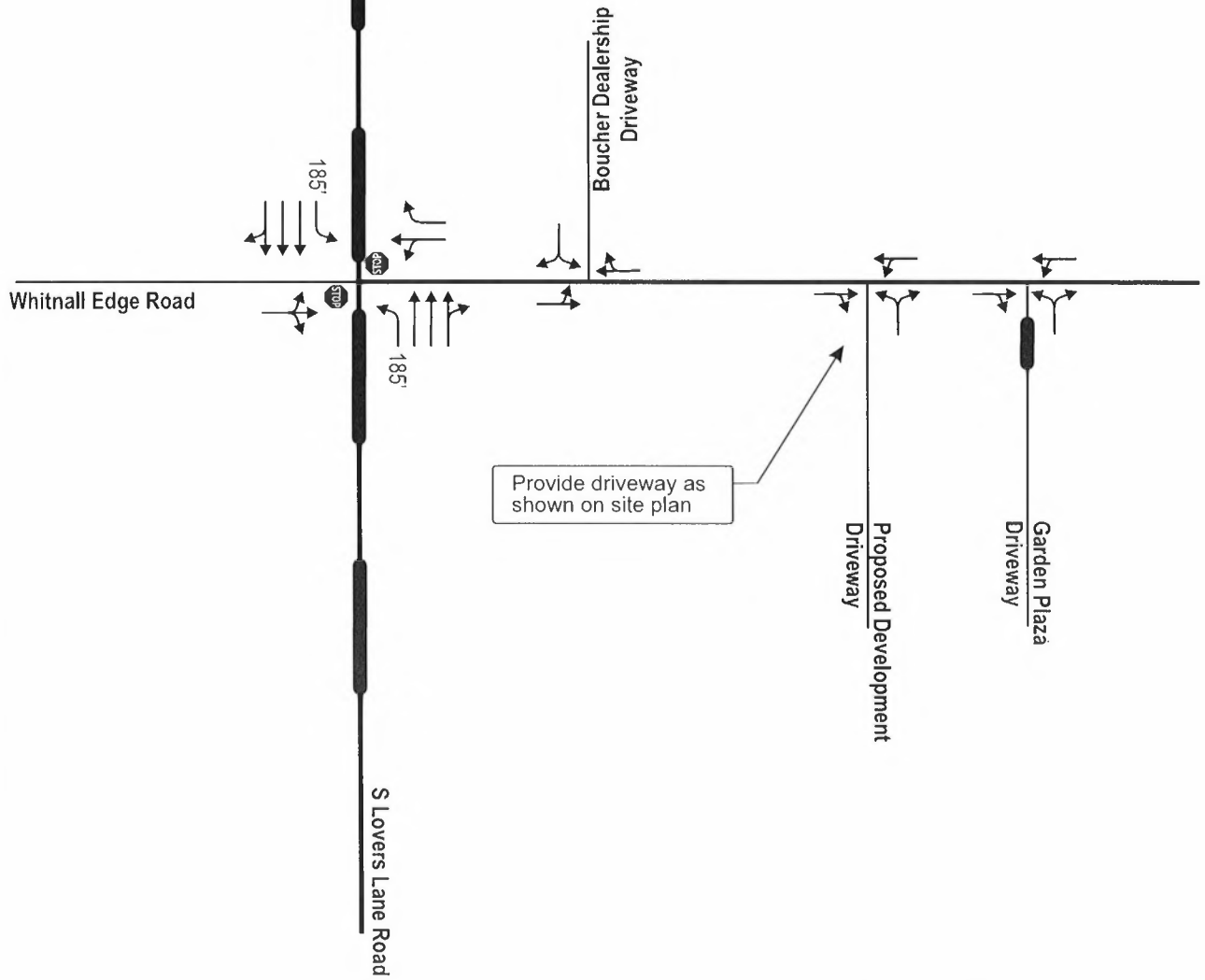
LEGEND

- XX PM Weekday Peak Hour (4:00 PM - 5:00 PM)
- (XX) Saturday Midday Peak Hour (11:15 AM-12:15 PM)
- Negligible Traffic Volumes (Fewer than 3 vph)



LEGEND

- XX PM Weekday Peak Hour (4:00 PM - 5:00 PM)
- (XX) Saturday Midday Peak Hour (11:15 AM-12:15 PM)
- Negligible Traffic Volumes (Fewer than 3 vph)



LEGEND

- Stop Control
- Storage Length (In Feet)
- Existing or Proposed Lane Configuration
- Divided Roadway Median
- BLUE** Proposed Modifications

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS AND RECOMMENDATIONS	Request for the Common Council to approve the filing of an application for a Unified Development Ordinance text amendment for An Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance to Change the Plan Commission Membership to Remove the City Engineer Member and in Place Thereof Provide an Alderperson to Serve on the Plan Commission	ITEM NUMBER 15.11.

With regard to the Plan Commission membership, the Unified Development Ordinance states:
§15-10.0102 Membership

The City Plan Commission shall consist of the Mayor who shall be its presiding officer, an alderman appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, the City Engineer and four citizens, three appointed for three-year terms and one citizen appointed for a one-year term. In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), the Assistant City Engineer shall serve in the membership position of the City Engineer on the City Plan Commission.

In consideration of the offices of the City Engineer and the Assistant City Engineer currently being vacant, and that akin to the other City Departments and Officers working upon development matters, i.e., the Planning Department, the Economic Development Director, etc., the Engineering Department staff will be present at Plan Commission meetings involving a subject matter upon which the Engineering Department has provided services to provide information thereon, an amendment to the Plan Commission membership to be considered is as follows:

§15-10.0102 Membership

The City Plan Commission shall consist of the Mayor who shall be its presiding officer, ~~two an Alderpersonsman~~ appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, ~~the City Engineer~~ and four citizens, three appointed for three-year terms and one citizen appointed for a one-year term. ~~In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), the Assistant City Engineer shall serve in the membership position of the City Engineer on the City Plan Commission.~~

COUNCIL ACTION REQUESTED

A motion to approve the filing of an application for a Unified Development Ordinance text amendment for An Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance to Change the Plan Commission Membership to Remove the City Engineer Member and in Place Thereof Provide an Alderperson to Serve on the Plan Commission.

Mayor Nelson

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO TRANSFER \$6,262 OF CONTINGENCY APPROPRIATIONS TO CAPITAL EQUIPMENT APPROPRIATIONS FOR THE PURCHASE OF A REPLACEMENT SURVEY CONTROLLER	ITEM NUMBER MS.12.

Background

The Engineering Department utilizes surveying equipment on a daily basis for the benefit of other departments and the public. Some daily activity includes construction staking, setting of manholes at correct elevations, location of property lines, developing construction as-builts, determining limits of drainage issues, setting culvert pipes, locating edges of flagged environmental features, etc. The Staff has ability to use this equipment that would costs hundreds of thousands of dollars if these services were contracted to consultants.

A key component in the surveying capabilities are to utilize GPS technologies. The current GPS equipment uses a controller for Staff to collect and retrieve data in the field. Back in September 2024, the current controller fell while out in the field, at which time it was broken. A claim was submitted to our insurance provider at that time. The cost of a replacement controller is \$6,261.20. The City's insurance deductible is \$1,000. Our insurance provider sent a check to the City of Franklin for the remaining \$5,261.20.

A budget amendment is needed to provide the funding appropriation for this unforeseen expenditure and allow for the funding of the insurance deductible cost.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide appropriations to support the expenditure for the replacement survey controller.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$10,000. This would leave \$3,738 in unused funds for the 2024 Annual Budget.

The GL Numbers associated with this amendment are:

Capital Outlay Fund

41-0199-5499	Unrestricted Contingency	Decrease	\$6,262.00
41-0321-5819	Other Capital Equipment	Increase	\$6,262.00
41-0000-4781	Reimbursements/Refunds	Increase	\$5,262.00

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 Transfer \$6,262 of Contingency Appropriations to Capital Equipment Appropriations for the Purchase of a Replacement Survey Controller.

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 TRANSFER
\$6,262 OF CONTINGENCY APPROPRIATIONS TO CAPITAL EQUIPMENT
APPROPRIATIONS FOR THE PURCHASE OF A REPLACEMENT SURVEY
CONTROLLER

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 \$10,000 for unplanned and unexpected expenses within the Capital Outlay Fund; and

WHEREAS, the Engineering Department's current GPS equipment fell while out in the field and required a replacement; and

WHEREAS, the City's insurance provider approved a claim and submitted payment, above the City's deductible, for the purchase of the replacing equipment; and

WHEREAS, the Common Council authorized \$6,262 of Capital Outlay Fund contingency appropriations for the purpose of the City's portion of the replacement equipment; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; 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

0199	Contingency	Decrease	\$6,262
0321	Other Capital Equipment	Increase	\$6,262
0000	Refunds/Reimbursements	Increase	\$5,262

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 ____

SEILER

Seiler Instrument &
Manufacturing Co. Inc.
3433 Tree Court
Industrial Blvd.
Saint Louis MO 63122
United States

Invoice

#INV40066
#Sales Order #SO38512
10/28/2024

Bill To
City of Franklin, WI
Engineering Department
9229 W. Loomis Road
Franklin WI 53132
United States

Ship To
ATTN:Engineering Department
Wisconsin
9755 Airways Court
Franklin WI 53132
United States

Customer ID 3717	Customer Name City of Franklin, WI	Customer PO Brad Dolan	Payment Terms Net 30	F.O.B
Sales Rep Stephen Grady	Shipping Method Customer Pickup	Ship Date 10/28/2024	Due Date 11/27/2024	

Item	ORD	SHP	BCK	UOM	Unit Price	Extended Price
TSC7-2-1111-00 Trimble TSC7 controller?V2?- QWERTY keypad, USB/ Serial boot, NA/EMEA region, Standalone; Wisdot Pricing 2024-2025 Trimble Access to be relinquished from TSC7 SN DAD193700264 Serial Number(s): DAD241900298	1	1		Ea	\$4,897.20	\$4,897.20
EWLS-TA-LOYAL-STOCK TPP - Loyalty Program - Trimble Access (12 month expiration); Wisdot Pricing 2024-2025 Specs: DAD193700264	1	1		Ea	\$1,364.00	\$1,364.00

41.0326 5819

** Order Specifications **

City of Franklin WI TSC7 replacement 20241011
Q00104726

Pay online at: www.seilergeo.com/billpay. If you require assistance, please contact us at 844-843-0058 or invoicing@seilerinst.com.

All credit card transactions will be charged a 3% surcharge. Surcharge will not be applied to debit card transaction.

Buyer may not return any goods without Seller's written consent. All returns are subject to a restocking fee/handling charge, which may change from time to time. Contact Seller to determine the exact amount.

This order is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/>

We invite you to participate in our Customer Satisfaction Survey - www.seilergeo.com/customer-satisfaction

Please reference Invoice number on your check and remit to: Seiler Instrument & Mfg. Co. Inc.
3433 Tree Court Industrial
St. Louis, MO 63122

ELECTRONIC PAYMENT:

United Missouri Bank

Routing #: 101000695
Swift Code: UMKCUS44
Account #: 9872643054

INTERNATIONAL

Swift Code: UMKCUS44
Account #: 9872643054

Please remit payment USD - e-mail remittance advice details to accounting@seilerinst.com



INV40066

SEILER

Seiler Instrument &
Manufacturing Co. Inc.
3433 Tree Court
Industrial Blvd.
Saint Louis MO 63122
United States

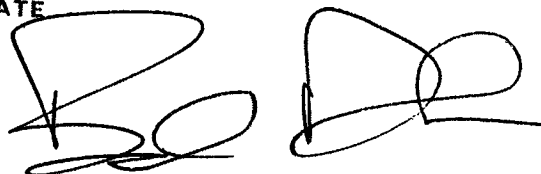
Invoice

#INV40066
#Sales Order #SO38512
10/28/2024

Subtotal	\$6,261.20
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$6,261.20

APPROVED

SIGNATURE / DATE



10-28-2024



NEW SURVEY CONTROLLER TO
REPLACE DAMAGED ONE. LISA HAS
AN INSURANCE CHECK TO COVER ALL
OF THIS COST EXCEPT FOR OUR \$1000.00
DEDUCTIBLE.

**** Order Specifications ****

City of Franklin WI TSC7 replacement 20241011
Q00104726

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Please reference invoice number on your check and remit to
Seller Instrument & Mfg Co. Inc.
3433 Tree Court Industrial
St. Louis, MO 63122

ELECTRONIC PAYMENT:

United Missouri Bank

Routing #: 101000695

Swift Code: UMKCUS44

Account #: 9872643054

INTERNATIONAL

Swift Code: UMKCUS44

Account #: 9872643054

Please remit payment USD - e-mail remittance advice details to accounting@seilerinst.com



INV40066

From: Danielle Brown
To: Bradley Dolan
Cc: Lisa Huening
Subject: RE: Trimble Survey Controller
Date: Friday, October 25, 2024 11:53:00 AM

Brad,

Sorry in the delay. The account number should be 41-0321-5819.

Lisa – please use 41-0000-4781 as the code for the check you received from insurance.

Danielle Brown, M.B.A
Director of Finance & Treasurer

9229 W. Loomis Road
Franklin, WI 53132
Direct Line: 414-427-7514



From: Bradley Dolan <BDolan@franklinwi.gov>
Sent: Monday, October 21, 2024 2:22 PM
To: Danielle Brown <DBrown@franklinwi.gov>
Cc: Lisa Huening <LHuening@franklinwi.gov>
Subject: FW: Trimble Survey Controller
Importance: High

Danielle,

The controller is now ready to be replaced per Lisa and insurance coverage (less the \$1000 deductible). Can you answer her question as to which account number the new controller will be charged to???

Thanks,

Bradley S Dolan
Eng Tech/Survey
City of Franklin
414-425-7510 ext 7553
608-295-7021 cell

From: Lisa Huening
Sent: Monday, October 21, 2024 10:47 AM
To: Bradley Dolan <BDolan@franklinwi.gov>
Subject: Trimble Survey Controller
Importance: High

Hi Brad,

You can go ahead and order the Trimble TSC7 controller that you sent me a quote on for replacement of the one that fell.

I just received a check in the amount of \$5,261.20 from our insurance. Our deductible is \$1,000. So this matches the quote amount of \$6,261.20.

Please let me know what account number the new controller will be charged to so that I can deposit the insurance check into that account.

They never responded to my email when I sent in the claim – they just sent the check so sorry I didn't have you go ahead and order the controller sooner.

Thanks

Lisa

Lisa Huening
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
414-858-1100



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS AND RECOMMENDATIONS	An Ordinance to amend §10-12 Personnel Committee, B. Composition and C. Term, to Remove Two of the Alderperson Membership Positions	ITEM NUMBER 15.13.

With regard to the Personnel Committee membership, the Municipal Code §10-12 states in part:

B. Composition. The Personnel Committee shall be comprised of nine members appointed by the Mayor and confirmed by the Common Council. Three of the members shall be Aldermen. The Director of Administration and Human Resources Coordinator shall provide staff assistance to the Committee.

C. Term. Common Council members shall serve during their term of elected office and the terms of the Common Council members shall expire, without regard to the qualification of any successor, upon the expiration of the respective term of elected office during which the Common Council member was appointed, or earlier upon the vacancy of such office. The initial terms of the remaining six members shall be as follows: two members shall serve for three years, two members shall serve for two years, and two members shall serve for one year; thereafter, the term of each such member shall be three years. The members of the Personnel Committee may be removed for cause by the Mayor, with the approval of the Common Council.

In consideration of the fact that the Personnel Committee duties and obligations have reduced over the years due to changes in laws and such applicable to governmental employees, including, but not limited to 2011 Wisconsin Act 10, and the substantial amount of services time that Alderpersons have to provide in their Offices, including to other Boards, Commissions and Committees, an amendment to the Personnel Committee membership in Municipal Code §10-12 is proposed as follows:

B. Composition. The Personnel Committee shall be comprised of nine members appointed by the Mayor and confirmed by the Common Council. OneThree of the members shall be an Alderpersonmen. Two of the Alderpersons serving on the Committee as of the date of enactment of this Ordinance are serving Committee terms that expire on April 14, 2025, and such Alderpersons may, at his or her option continue to be a voting Alderperson member of the Committee until the expiration of his or her term. An Aldermanic member desiring to so serve shall notify the City Clerk of the exercise of such option in writing within 30 days of the enactment of this Ordinance; otherwise, he or she shall not be a member of the Committee. The number of the Committee's voting members shall be temporarily increased for the balance of such opting Alderperson members' terms existing as of the date of the enactment of this Ordinance and shall decrease upon the expiration of such terms. The Director of Administration and Human Resources ~~Manager~~ ~~Coordinator~~ shall provide staff assistance to the Committee.

C. Term. The Common Council members shall serve during their member's term of elected office and the terms of the Common Council members shall expire, without regard to the qualification of any successor, upon the expiration of the respective term of elected office during which the Common Council member was appointed, or earlier upon the vacancy of such office. The initial terms of the remaining six members shall be as follows: two members shall serve for three years, two members shall serve for two years, and two members shall serve for one year; thereafter, the term of each such member shall be three years. The members of the Personnel Committee may be removed for cause by the Mayor, with the approval of the Common Council.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to amend §10-12 Personnel Committee, B. Composition and C. Term, to Change Two of the Alderperson Membership Positions to Citizen Membership Positions.

Mayor Nelson

ORDINANCE NO. 2024-____

AN ORDINANCE TO AMEND §10-12 PERSONNEL COMMITTEE, B. COMPOSITION
AND C. TERM, TO REMOVE TWO OF THE ALDERPERSON
MEMBERSHIP POSITIONS

WHEREAS, Personnel Committee duties and obligations have reduced over the years due to changes in laws and such applicable to governmental employees, including, but not limited to 2011 Wisconsin Act 10; and

WHEREAS, Alderpersons have to provide a substantial amount of services time in their Offices, including to other Boards, Commissions and Committees; and

WHEREAS, the current composition of the Personnel Committee membership includes three Alderpersons, and the reduction of those Alderperson positions to one Alderperson member will assist in the services needs of those Alderperson Offices and for other City Boards, Commissions and Committees.

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

SECTION 1: §10-12 Personnel Committee, B. Composition and C. Term, are hereby amended to read as follows *[note: deletions appear in strike-through text; additions appear in underlined text; unchanged text is not highlighted]*:

B. Composition. The Personnel Committee shall be comprised of nine members appointed by the Mayor and confirmed by the Common Council. OneThree of the members shall be an Alderpersonmen. Two of the Alderpersons serving on the Committee as of the date of enactment of this Ordinance are serving Committee terms that expire on April 14, 2025, and such Alderpersons may, at his or her option continue to be a voting Alderperson member of the Committee until the expiration of his or her term. An Aldermanic member desiring to so serve shall notify the City Clerk of the exercise of such option in writing within 30 days of the enactment of this Ordinance; otherwise, he or she shall not be a member of the Committee. The number of the Committee's voting members shall be temporarily increased for the balance of such opting Alderperson members' terms existing as of the date of the enactment of this Ordinance and shall decrease upon the expiration of such terms. The Director of Administration and Human Resources Manager~~Coordinator~~ shall provide staff assistance to the Committee.

C. Term. The Common Council members shall serve during their member's term of elected office and the terms of the Common Council members shall expire, without regard to the qualification of any successor, upon the

expiration of the respective term of elected office during which the Common Council member was appointed, or earlier upon the vacancy of such office. The initial terms of the remaining six members shall be as follows: two members shall serve for three years, two members shall serve for two years, and two members shall serve for one year; thereafter, the term of each such member shall be three years. The members of the Personnel Committee may be removed for cause by the Mayor, with the approval of the Common Council.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 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	MTG. DATE Nov. 6, 2024
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Franklin Public Schools at 8429 West Forest Hill Avenue Tax key no. 838-9978-001	ITEM NO. Ald. Dist. 2 p. 14,

BACKGROUND

Pursuant to the approval of a site plan for Franklin Public Schools at 8429 West Forest Hill 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 for the development. It includes work on a public water main and a fire hydrant on the site.

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 the financial guarantee.

RECOMMENDATION

Motion to adopt Resolution No. 2024- _____, a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Franklin Public Schools at 8429 West Forest Hill Avenue, TKN 838 9978 001.

Engineering Department: RMA

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
WITH FRANKLIN PUBLIC SCHOOLS FOR
8429 WEST FOREST HILL AVENUE, TKN 838 9978 001

WHEREAS, the Developer, Franklin Public Schools., is ready to proceed with the development at 8429 West Forest Hill 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 install 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 Franklin Public Schools.

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

**FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION
8429 West Forest Hill Avenue**

September 2025

**DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2024, by and between Franklin Public Schools, a public school district, 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 a Site Plan for 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 main, including pipe, fittings, valves, hydrants and other water appurtenances; 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) **one hundred forty-six thousand 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 **\$146,000**, 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) 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.
 - (c) 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 attorney's 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>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
B. Automobile Liability	<p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
C. Contractor's Pollution Liability	<p>\$1,000,000 per occurrence \$2,000,000 aggregate</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>

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 <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.]

Party of the Second Part

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

Personally came before me this ____ day of _____, 20____, the above named John R. Nelson, Mayor, and Shirley J. Roberts, 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 had 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, Milwaukee County, WI
(_____)
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION**

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
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION

LEGAL DESCRIPTION OF DEVELOPMENT

Being a part of the Northeast 1/4 of the Southwest 1/4 and all of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Wisconsin, described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North Range 21 East;

Thence N 88°27'55"E along the North line of the Southwest 1/4 of said Section 16, 2324.22 feet to the point of beginning (POB) of the parcel to be described;

Thence continuing N 88°27'55"E along said North line, 330.00 feet to the Center 1/4 corner of said Section 16;

Thence N 88°41'25"E along the North line of the Southeast 1/4 of said Section 16, 1328.67 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16;

Thence S 00°32'07"E along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1321.89 feet to the Southeast corner thereof;

Thence S 88°33'02"W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1328.90 feet to the Southwest corner thereof;

Thence S 88°29'03"W along the South line of the Northeast ¼ of the Southwest 1/4 of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979;

Thence N 00°31'39"W along the East line of said Parcel 2, 689.00 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979;

Thence S 88°29'03"W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof;

Thence N 00°31'38"W along the West line of said Parcel 1, 465.89 feet;

Thence N 88°27'55"E along the West line of said Parcel 1, 225.00 feet;

Thence N 00°31'39"W along the West line of said Parcel 1, 125.02 feet to the Northwest corner of said Parcel 1, said point also being the South right-of-way line of West Forest Hill Avenue;

Thence N 88°27'55"E along the North line of said Parcel 1 and said South right-of-way line, 105.00 feet to the Northeast corner of said Parcel 1;

Thence N 00°31'39"W, 45.01 feet to a point on the North line of the Southwest 1/4 of said Section 16;

Thence N 88°27'55"E along said North line, 330.00 feet to the point of beginning.

Containing 2,362,553 Square Feet-54.237 acres

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop the [name of development] 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 and erosion control within the Development in conformance with the approved grading and erosion control plans. *S
- 2. Water main and fittings on the site and/or easements 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 the final Development and service area. *S
- 3. Laterals and appurtenances from sanitary sewer main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S
- 4. Water system as approved by the City Engineer. *S

5. Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer. *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. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. All improvements shall be installed in accordance with all City specifications and ordinances.

II. WATER SYSTEM

A. Availability

1. 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.

III. STORM DRAINAGE

A. Components

1. Storm drainage through and within the Development shall be provided by means of storm sewer that shall connect to the private regional storm water management pond for the Development. 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. Responsibility of Discharged Water

1. 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".

IV. EASEMENTS

A. Water main

1. All public water main and fire hydrants shall dedicate to the public in a 20-foot wide water main easement.

V. PERMITS ISSUED

B. Occupancy Permits

1. No occupancy permits shall be issued until:
 - a) The water system is installed, tested and approved.
 - b) The site is stabilized.

VI. 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.

VII. 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 ($1\frac{3}{4}$ %) 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 ($1\frac{1}{4}$ %) 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
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION

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 -ROW (including Erosion Control)	\$40,000
Sanitary System	N/A
Water System	\$10,000
Storm Sewer System	\$15,000
Paving (including sidewalk)	\$25,000
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	\$25,000
SUBTOTAL	\$115,000
Engineering/Consulting Services	N/A
Municipal Services (7% of Subtotal)	\$8,000
Contingency Fund (20% of Subtotal)	\$23,000
TOTAL:	\$146,000

APPROVED BY: _____ Date: _____
Mike Paulos, Interim City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION

ADDITIONAL DEVELOPMENT REQUIREMENTS
--

1. 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.
2. 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.
3. 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.
4. 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.
5. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
6. 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.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS - CERC BUILDING ADDITION

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE Nov. 6, 2024
Reports & Recommendations	A Resolution for Acceptance of a Water Main Easement at Franklin Public Schools, Franklin, WI. Tax key no. 838-9978-001	ITEM NO. Ald. Dist.2 15.

BACKGROUND

Pursuant to the approval of a building addition and recreational facilities at Franklin Public Schools (8429 West Forest Hill Avenue), an easement is required to construct, maintain, and operate water main facilities. A water main easement must be installed on the 8429 West Forest Hill Avenue, TKN 838 9978 001 property.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign the water main easement and record it with the Register of Deeds for Milwaukee County.

OPTIONS

Accept the easement
or
Other directions 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 Water Main Easement on property owned by Franklin Public Schools at 8429 West Forest Hill Avenue, TKN 838 9978 001.

Engineering Department: RMA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT
FRANKLIN PUBLIC SCHOOLS, TKN 838 9978 001

WHEREAS, an easement is required to construct, maintain, and operate public water main facilities on the property located at 8429 West Forest Hill Avenue and

WHEREAS, it is necessary to install said easement on said property and

WHEREAS, an easement is necessary to allow the City the right of entry in and across the easement area to access and maintain public water main facilities.

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 accept said easement. Therefore, the Mayor and City Clerk are hereby authorized and directed to execute the easement, accepting it on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk will record said easement with the Register of Deeds for Milwaukee County.

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 _____

Water Main Easement

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and FRANKLIN PUBLIC SCHOOLS, 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

Name and Return Address:

City of Franklin
Attn: Kyle Baker
9229 W Loomis Rd
Franklin, WI 53132

PIN: 838997800 \

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 Northwest Quarter-Quarter Section of the Southeast Quarter Section of Section Sixteen (16), 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: October 1, 2024

Franklin Public Schools
Company Name

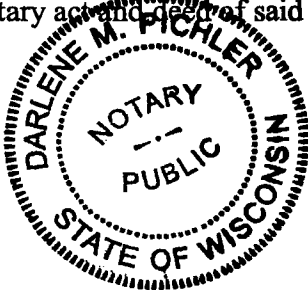
Franklin Public Schools
Company Name Printed

By: Andy Chromy, Asst Superintendent
Name and Title

Andy Chromy, Asst. Superintendent
Name & Title Printed

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

Before me personally appeared on the 1st day of October, 2024, the above named Andy Chromy, Asst. Superintendent of Franklin Public Schools
(Name printed) (Title)
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



Darlene M Pichler
Notary Public
(
My commission expires 7-14-27

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

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)

Being a part of the Northeast 1/4 of the Southwest 1/4 and all of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Wisconsin, described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North Range 21 East;

Thence N 88°27'55"E along the North line of the Southwest 1/4 of said Section 16, 2324.22 feet to the point of beginning (POB) of the parcel to be described;

Thence continuing N 88°27'55"E along said North line, 330.00 feet to the Center 1/4 corner of said Section 16;

Thence N 88°41'25"E along the North line of the Southeast 1/4 of said Section 16, 1328.67 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16;

Thence S 00°32'07"E along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1321.89 feet to the Southeast corner thereof;

Thence S 88°33'02"W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1328.90 feet to the Southwest corner thereof;

Thence S 88°29'03"W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979;

Thence N 00°31'39"W along the East line of said Parcel 2, 689.00 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979;

Thence S 88°29'03"W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof;

Thence N 00°31'38"W along the West line of said Parcel 1, 465.89 feet;

Thence N 88°27'55"E along the West line of said Parcel 1, 225.00 feet;

Thence N 00°31'39"W along the West line of said Parcel 1, 125.02 feet to the Northwest corner of said Parcel 1, said point also being the South right-of-way line of West Forest Hill Avenue;

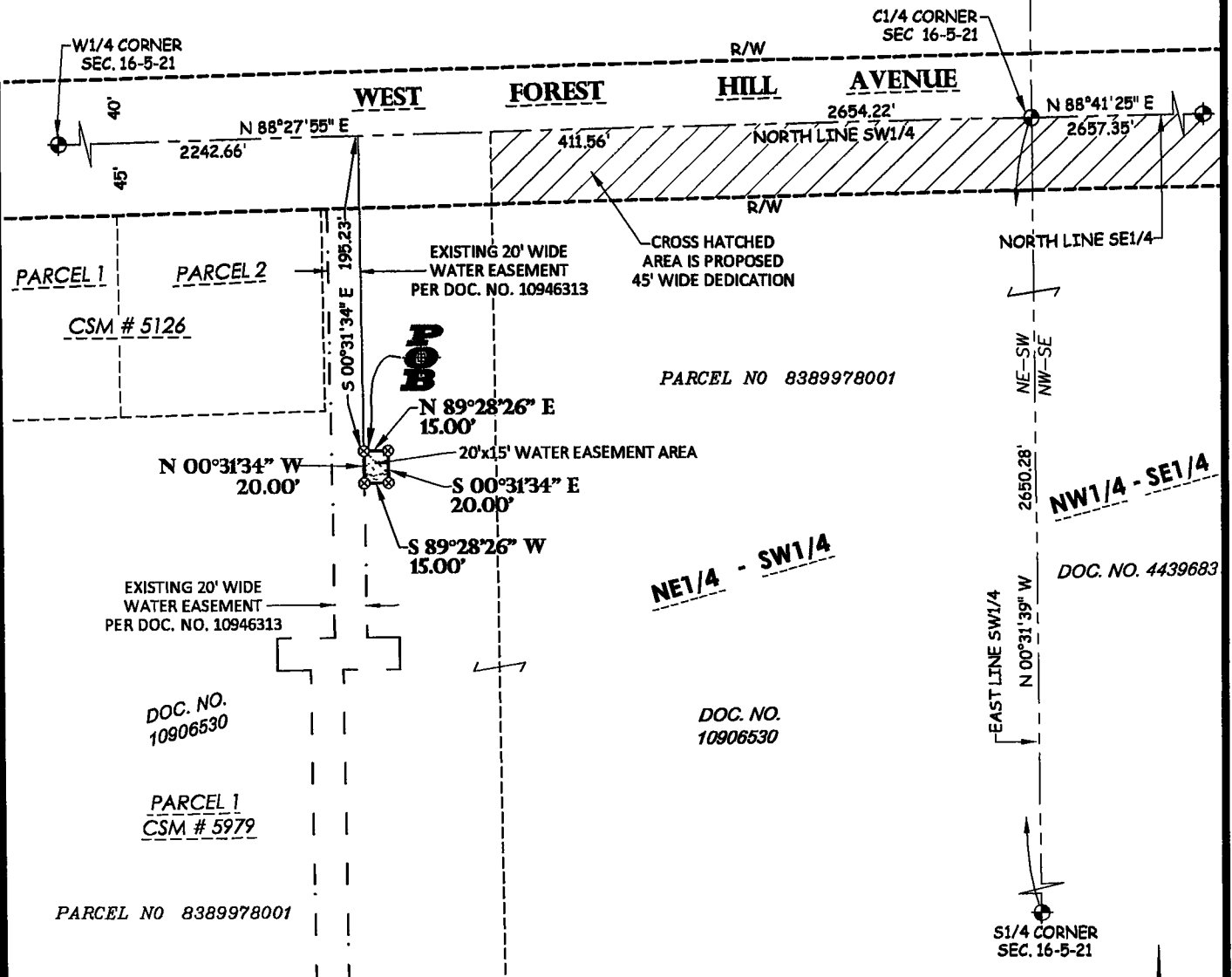
Thence N 88°27'55"E along the North line of said Parcel 1 and said South right-of-way line, 105.00 feet to the Northeast corner of said Parcel 1;

Thence N 00°31'39"W, 45.01 feet to a point on the North line of the Southwest 1/4 of said Section 16;

Thence N 88°27'55"E along said North line, 330.00 feet to the point of beginning.

Containing: 2,362,553 Square Feet – 54.237 acres

EXHIBIT B - DEPICTION OF THE FACILITIES

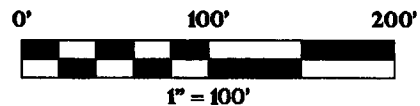


LEGEND

- ⊗ EASEMENT CORNER (NOT MONUMENTED)
- ▲ MAG NAIL FOUND
- ⊕ BRASS CAP IN CONC. FOUND
- () RECORDED AS

BASIS FOR BEARINGS

THE NORTH LINE OF THE SW 1/4 OF SEC. 16, T.5N, R.21E, WHICH BEARS N 88°27'55" E AS REFERENCED TO THE WISCONSIN STATE PLANE CRD SYSTEM, SOUTH ZONE, NAD27.



Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23.423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL
8255 W FOREST AVENUE
FRANKLIN, WI 53132

SHEET 1 OF 2

EXHIBIT C - LEGAL DESCRIPTION OF THE EASEMENT

Water Easement Area Legal Description:

Being a part of Parcel 1 of Certified Survey Map No. 5979, located in part of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, the following easement described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North, Range 21 East;

Thence N 88°27'55" E along the North line of the Southwest 1/4 of said Section 16, 2242.66 feet to the intersection of said North line and the northerly extension of the East line of an existing 20' wide water easement as recorded in Document No. 10946313;

Thence S 00°31'34" E along said Northerly extension and along the East line of an existing 20' wide water easement as recorded in Document No. 10946313, 195.23 feet to the Point of Beginning (P.O.B.) of the easement area to be described;

Thence N 89°28'26" E, 15.00 feet;

Thence S 00°31'34" E, 20.00 feet;

Thence S 89°28'26" W, 15.00 feet;

Thence N 00°31'34" W, 20.00 feet to the Point of Beginning.

Containing 300 Square Feet (0.007 Acres).



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL
8255 W FOREST AVENUE
FRANKLIN, WI 53132

SHEET 2 OF 2

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE Nov. 6, 2024
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 8429 West Forest Hill Avenue, TKN 838 9978 001	ITEM NO. Ald. Dist. 2 H.16.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural Resources (WDNR) require stormwater management facilities for any developments meeting thresholds defined in their individual ordinances and rules. These facilities, as designed, may be for quantity or quality control. In the City of Franklin, these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As an MMSD customer designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to meet city quantity requirements, MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

The development/property owner or a subdivision homeowners association is responsible for maintaining the stormwater facilities in perpetuity per a prescribed maintenance agreement. The access easement allows the City the right of entry in and across the easement area to access the stormwater management facilities and, if needed, inspect, maintain, or repair them.

The property owner of 8429 West Forest Hill Avenue (Franklin Public School) is required to install green infrastructure improvements because the building will include more than 5,000 square feet of impervious surface. To account for the new impervious surface, a bioretention basin will be constructed as the stormwater management facility onsite.

ANALYSIS

The Common Council is asked to authorize the Mayor and City Clerk to sign the stormwater facilities maintenance agreement and the stormwater management access easement and record them with the Register of Deeds for Milwaukee County.

FISCAL NOTE

As stated in the individual agreement, the development/property owner or homeowner's association must pay all stormwater facility maintenance costs.

RECOMMENDATION

Motion to adopt Resolution No. 2024- _____ a resolution for acceptance of a stormwater facilities maintenance agreement and a stormwater management access easement for 8429 West Forest Hill Avenue TKN 838 9978 001

Engineering Department: RMA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 -

A RESOLUTION FOR ACCEPTANCE OF A
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A
STORM WATER MANAGEMENT ACCESS EASEMENT
FOR 8429 WEST FOREST HILL AVENUE, TKN 838 9978 001

WHEREAS, storm water facilities are required to meet quantity and quality standards;
and

WHEREAS, a storm water facilities maintenance agreement is developed and executed to
ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, a storm water management access easement is necessary to allow the City
right of entry in and across the easement area to access the storm water management facilities.

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 accept such Storm Water Facilities
Maintenance Agreement and Storm Water Management Access Easement, and, therefore, the
Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said maintenance
agreement and access easement with the Register of Deeds for Milwaukee County.

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 ____

**Storm Water Facilities
Maintenance Agreement**

Document Number _____

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Franklin Public Schools, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Being a part of the Northeast 1/4 of the Southwest 1/4 and all of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Wisconsin, described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North Range 21 East;

Thence N 88°27'55"E along the North line of the Southwest 1/4 of said Section 16, 2324.22 feet to the point of beginning (POB) of the parcel to be described;

Thence continuing N 88°27'55"E along said North line, 330.00 feet to the Center 1/4 corner of said Section 16;

Thence N 88°41'25"E along the North line of the Southeast 1/4 of said Section 16, 1328.67 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16;

Thence S 00°32'07"E along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1321.89 feet to the Southeast corner thereof;

Thence S 88°33'02"W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1328.90 feet to the Southwest corner thereof;

Thence S 88°29'03"W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979;

Thence N 00°31'39"W along the East line of said Parcel 2, 689.00 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979;

Thence S 88°29'03"W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof;

Thence N 00°31'38"W along the West line of said Parcel 1, 465.89 feet;

Thence N 88°27'55"E along the West line of said Parcel 1, 225.00 feet;

Thence N 00°31'39"W along the West line of said Parcel 1, 125.02 feet to the Northwest corner of said Parcel 1, said point also being the South right-of-way line of West Forest Hill Avenue;

Thence N 88°27'55"E along the North line of said Parcel 1 and said South right-of-way line, 105.00 feet to the Northeast corner of said Parcel 1;

Thence N 00°31'39"W, 45.01 feet to a point on the North line of the Southwest 1/4 of said Section 16;

Thence N 88°27'55"E along said North line, 330.00 feet to the point of beginning.

Name and Return Address:

City of Franklin
Attn: Kyle Baker
9229 W Loomis Rd
Franklin, WI 53132

PIN: 838997800\

Containing: 2,362,553 Square Feet – 54.237 acres

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as the Franklin CERC Building Addition, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any

homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated 04/29/2024 and erosion control plan dated 05/01/2024 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on

the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

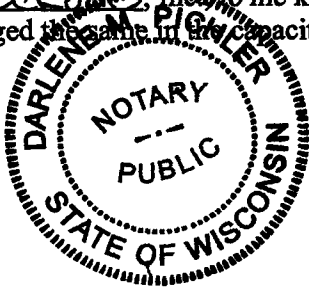
IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

Franklin Public Schools, Owner
By: Andy Chorny
Name: Andy Chorny

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this 1st day of October, 2024, the above named Franklin Public Schools to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Darlene M. Piche
Notary Public, WI County, WI
(
My commission expires: 7-14-27

CITY OF FRANKLIN

By: _____ (Seal)
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Shirley J. Roberts
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named John R. Nelson, Mayor and Shirley J. Roberts, 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 had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
()
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.
Form approved: _____

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

OPERATION AND MAINTENANCE INSPECTION REPORT STORMWATER MANAGEMENT PONDS

City of Franklin

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

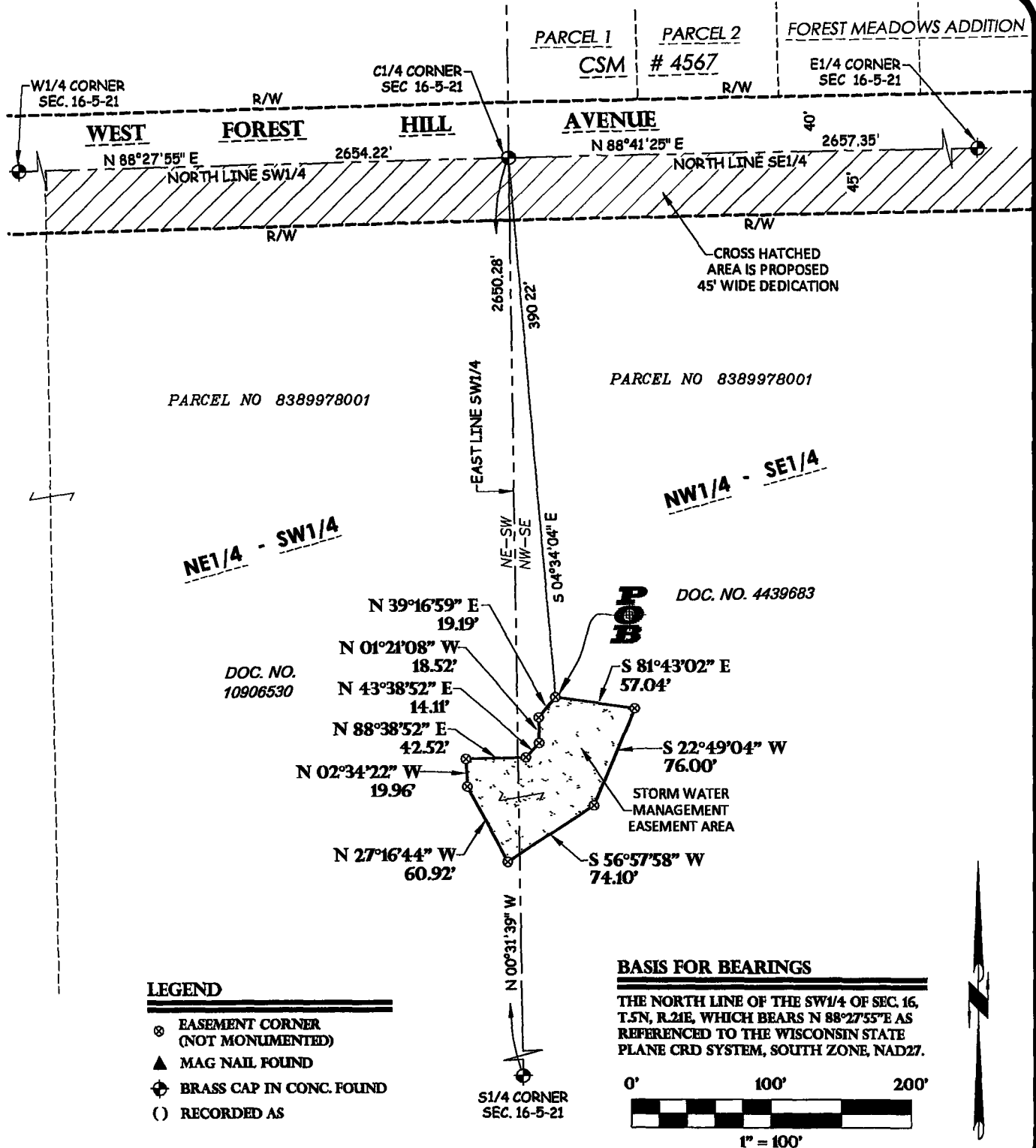
Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool ☐ Yes ☐ No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT B - DEPICTION OF THE FACILITIES



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23.423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL
8255 W FOREST AVENUE
FRANKLIN, WI 53132

SHEET 1 OF 2

EXHIBIT C - DESCRIPTION OF THE EASEMENT

Storm Water Management Easement Area Legal Description:

Being a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Northwest 1/4 of the Southeast 1/4, all in Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, the following easement described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North, Range 21 East;

Thence N 88°27'55" E along the North line of the Southwest 1/4 of said Section 16, 2654.22 feet to the Center 1/4 Corner of said Section 16;

Thence S 04°34'04" E, 390.22 feet to the Point of Beginning (P.O.B.) of the easement area to be described;

Thence S 81°43'02" E, 57.04 feet;

Thence S 22°49'04" W, 76.00 feet;

Thence S 56°57'58" W, 74.10 feet;

Thence N 27°16'44" W, 60.92 feet;

Thence N 02°34'22" W, 19.96 feet;

Thence N 88°38'52" E, 42.52 feet;

Thence N 43°38'52" E, 14.11 feet;

Thence N 01°21'08" W, 18.52 feet;

Thence N 39°16'59" E, 19.19 feet to the Point of Beginning.

Containing 7,438 Square Feet (0.171 Acres).



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23.423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL
8255 W FOREST AVENUE
FRANKLIN, WI 53132

SHEET 2 OF 2

**Storm Water Management
Access Easement**

Document Number

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and FRANKLIN PUBLIC SCHOOLS, a public school district, as owner (including successors and assigns of the City as may become applicable including the 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 non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly 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 collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

Name and Return Address:

City of Franklin
Attn: Kyle Baker
9229 W Loomis Rd
Franklin, WI 53132

PIN: 8389978001

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the 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 perpetual, non-exclusive easement on that part of the Northwest Quarter-Quarter Section of the Southeast Quarter Section of Section Sixteen (16), 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").

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
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 Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, 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 available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.

4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association 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.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. 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.
8. The Grantees 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.
9. The Grantees 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.
10. 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.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. 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.
13. 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.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF: October 1, 2024

Franklin Public Schools
Company Name

By: Andy Chromy (Seal)

Name & Title: Andy Chromy, Asst. Superintendent

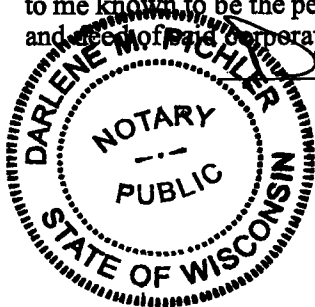
STATE OF Wisconsin

SS
COUNTY OF Milwaukee

Before me personally appeared on the 1st day of October, A.D. 2024

President or Name printed
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.

Secretary or Name printed



Darlene M. Pichler
Notary Public

(
My commission expires 7-14-27

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 _____ A.D. 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 the City 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, Milwaukee County, Wisconsin

()

My commission expires _____

Exhibit A
(Description of the Property)

Being a part of the Northeast 1/4 of the Southwest 1/4 and all of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Wisconsin, described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North Range 21 East;

Thence N 88°27'55"E along the North line of the Southwest 1/4 of said Section 16, 2324.22 feet to the point of beginning (POB) of the parcel to be described;

Thence continuing N 88°27'55"E along said North line, 330.00 feet to the Center 1/4 corner of said Section 16;

Thence N 88°41'25"E along the North line of the Southeast 1/4 of said Section 16, 1328.67 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16;

Thence S 00°32'07"E along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1321.89 feet to the Southeast corner thereof;

Thence S 88°33'02"W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1328.90 feet to the Southwest corner thereof;

Thence S 88°29'03"W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979;

Thence N 00°31'39"W along the East line of said Parcel 2, 689.00 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979;

Thence S 88°29'03"W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof;

Thence N 00°31'38"W along the West line of said Parcel 1, 465.89 feet;

Thence N 88°27'55"E along the West line of said Parcel 1, 225.00 feet;

Thence N 00°31'39"W along the West line of said Parcel 1, 125.02 feet to the Northwest corner of said Parcel 1, said point also being the South right-of-way line of West Forest Hill Avenue;

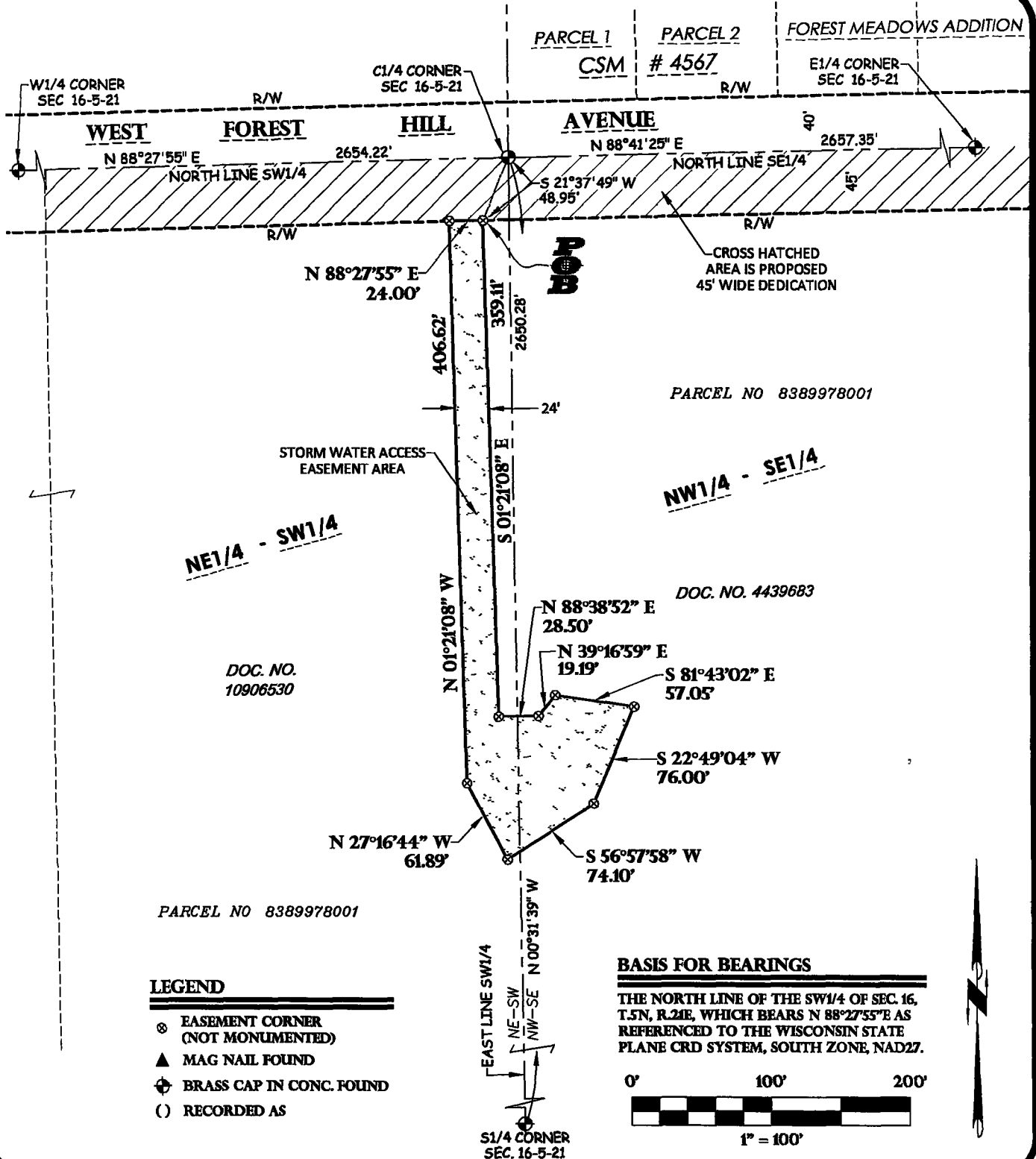
Thence N 88°27'55"E along the North line of said Parcel 1 and said South right-of-way line, 105.00 feet to the Northeast corner of said Parcel 1;

Thence N 00°31'39"W, 45.01 feet to a point on the North line of the Southwest 1/4 of said Section 16;

Thence N 88°27'55"E along said North line, 330.00 feet to the point of beginning.

Containing: 2,362,553 Square Feet – 54.237 acres

EXHIBIT B - DEPICTION OF THE EASEMENT



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009
4941 Kirschling Court
Stevens Point WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23.423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL
8255 W FOREST AVENUE
FRANKLIN, WI 53132

SHEET 1 OF 2

EXHIBIT C - LEGAL DESCRIPTION OF THE EASEMENT

Storm Water Access Easement Legal Description:

Being a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, the following easement described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North, Range 21 East;

Thence N 88°27'55" E along the North line of the Southwest 1/4 of said Section 16, 2654.22 feet to the Center 1/4 corner of said Section 16;

Thence S 21°37'49" W, 48.95 feet to a point on the South right-of-way line of West Forest Hill Avenue, and being the Point of Beginning (P.O.B.) of the easement area to be described;

Thence S 01°21'08" E, 359.11 feet;

Thence N 88°38'52" E, 28.50 feet;

Thence N 39°16'59" E, 19.19 feet;

Thence S 81°43'02" E, 57.05 feet;

Thence S 22°49'04" W, 76.00 feet;

Thence S 56°57'58" W, 74.10 feet;

Thence N 27°16'44" W, 61.89 feet;

Thence N 01°21'08" W, 406.62 feet to a point on the South right-of-way line of West Forest Hill Avenue;

Thence N 88°27'55" E along said South right-of-way line, 24.00 feet to the Point of Beginning.

Containing 17,506 Square Feet (0.402 Acres).



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23.423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL
8255 W FOREST AVENUE
FRANKLIN, WI 53132

SHEET 2 OF 2

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS & RECOMMENDATIONS	Finance Committee Recommended Changes to the 2025 Mayor's Recommended Budget	ITEM NUMBER D.17.

Background

Upon introduction of the Mayor's Recommended 2025 Budget on September 17, 2024, the Finance Committee reviewed the Recommended Budget. The Finance Committee met four times on September 24th, 26th, October 7th and 9th. On October 22, 2024, the regular scheduled Finance Committee meeting was held and the Director of Finance & Treasurer further discussed the Tax Levy, preliminary tax rates, and Revenue and Expenditures for both the General Fund and Sewer Fund. Further discussion was held and the Finance Committee determined recommended changes to the General Fund and Sewer Fund that are being presented to the Common Council.

Recommendation

After hearing from the preliminary proposed tax levy, General Fund and Sewer Fund, the Finance Committee has compiled recommended changes for the 2025 Mayor's Recommended Budget to the Common Council.

The Finance Committee recommends changes to the 2025 Budget, summarized by Fund and Budget Appropriation Unit as attached. Also, there is a memo dated October 22, 2024 dictating the recommended changes by Department for easy comprehension.

The Director of Finance & Treasurer is available for discussion and questions.

COUNCIL ACTION REQUESTED

Motion to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule and attached memo be included in the Proposed 2025 City of Franklin, WI Budget for the Public Hearing scheduled for November 19, 2024.

Finance Dept. - DB

City of Franklin

Finance Committee Changes to Recommended Budget

Fund - Dept - Acct	Revenues	Expenditures	Net
General Fund	31,606,425	34,106,425	-2,500,000
01-0000-4410 E-Plan Review Fee (Inspections)	10,000		10,000
01-0000-4444 Fire Inspection (no longer collect from business owners)	-7,000		-7,000
01-0000-4129 Video Service Provider Aid	7,635		7,635
01-0000-4011 General Tax Levy	-264,400		-264,400
01-0000-4716 Interfund Interest (Water Loan)	867		867
01-0000-4440 Ambulance Services	82,000		82,000
01-0199-5111 Salaries - FT (Merit Pool)		-125,000	125,000
01-xxxx-5111 Salaries - FT		-19,130	19,130
01-xxxx-5113 Salaries - PT		-1,872	1,872
01-xxxx-5117 Salaries - OT		-39	39
01-xxxx-5134 Holiday Pay		-1,382	1,382
01-xxxx-5135 Vacation Pay		-1,449	1,449
01-xxxx-5151 FICA		-1,826	1,826
01-xxxx-5152 Retirement		-2,164	2,164
01-xxxx-5153 Retiree Group Health		-276	276
01-xxxx-5154 Group Health & Dental		-3	3
01-xxxx-5155 Life Insurance		-101	101
01-xxxx-5156 Workers Compensation Ins		-225	225
01-0000-5199 Allocated Payroll Cost		-161,871	161,871
01-0161-5251 Special Attorney Service		-20,000	20,000
01-0194-5511 Building Insurance		23,990	-23,990
01-0194-5517 Workers Comp Insurance		-63,000	63,000
01-0194-5561 Workers Comp Contra		63,000	-63,000
01-0194-5513 Public Liability		-24,500	24,500
01-0121-5219 Court Language Line		400	-400
01-0211-5428 Police Allocated Insurance Cost		4,890	-4,890
01-0147-5428 Admin Allocated Insurance Cost		15	-15
01-0151-5428 Finance Allocated Insurance Cost		85	-85
01-0221-5428 Fire Allocated Insurance Cost		2,450	-2,450
01-0231-5428 Inspection Allocated Insurance Cost		95	-95
01-0321-5428 Engineering Allocated Insurance Cost		60	-60
01-0331-5428 Highway Allocated Insurance Cost		3,035	-3,035
01-0411-5428 Health Allocated Insurance Cost		20	-20
01-0211-5560 Interdepartment Building Charges		-9,480	9,480
01-0411-5322 Medical Supplies		100	-100
01-0411-5432 Mileage & Technology		100	-100
01-0621-5219 Other Professional Services (don't anticipate using contractors since we are fully staffed)		-10,000	10,000
01-0181-5342 Consumable Tools (per Mayor)		1,000	-1,000
01-0211-5326 Uniforms		10,500	-10,500
01-0231-5326 Uniforms (7 employees instead of 6.5)		125	-125
01-0231-5328 Education Supplies (CPR needed every 2 years)		162	-162
01-0221-5242 Equipment Maintenance (Testing)		6,000	-6,000
01-0221-5211 Medical Services		1,200	-1,200
01-0221-5425 Conferences & Schools		3,000	-3,000
01-0221-5241 Auto Maintenance		6,000	-6,000
01-0221-5299 Sundry Contractors		4,000	-4,000
01-0211-5245 Radio Maintenance		7,000	-7,000
01-0211-5247 Data Cabling		5,150	-5,150
01-0121-5257 Court Software Maintenance		500	-500
01-0121-5424 Court Membership/Dues		75	-75
01-0121-5425 Court Conferences & Schools		600	-600
01-0141-5223 Clerk Filing Fees		500	-500
01-0141-5312 Clerk Office Supplies		1,800	-1,800
01-0141-5313 Clerk Printing		700	-700
01-0144-5415 IT Telephone (Cloud based phone service)		37,388	-37,388
01-0147-5311 Admin Postage		15,000	-15,000
01-0147-5312 Admin Office Supplies		300	-300
01-0181-5219 Other Professional Services		1,500	-1,500
01-0181-5287 Shredding		700	-700
01-0181-5555 Landscaping Materials		1,500	-1,500
01-0211-5327 Firearms Supplies		-3,100	3,100
01-0211-5334 Auxiliary Support		2,000	-2,000
01-0211-5335 Crime Prevention Materials		500	-500

City of Franklin
Finance Committee Changes to Recommended Budget

Fund - Dept - Acct	Revenues	Expenditures	Net
01-0221-5313 Printing		200	-200
01-0221-5332 Vehicle Support		7,980	-7,980
01-0221-5342 Consumable Tools		3,500	-3,500
01-0221-5415 Telephone		2,400	-2,400
01-0221-5350 Turnout Coats		5,000	-5,000
01-0231-5242 Equipment Maintenance		250	-250
01-0331-5415 DPW Telephone		3,000	-3,000
01-0331-5420 Traffic Signal Maintenance		1,900	-1,900
01-0331-5421 Official Notices/Advertising		1,250	-1,250
01-0331-5424 Membership/Dues		200	-200
01-0331-5433 Equipment Rental		5,000	-5,000
01-0331-5559 Building Maintenance		10,000	-10,000
01-0361-5421 Official Notices/Advertising		100	-100
01-0551-5247 Park Maintenance		5,000	-5,000
01-0551-5415 Telephone		600	-600
01-0551-5551 Water		800	-800
01-0641-5299 Sundry Contractors		10,000	-10,000
01-0641-5734 Business/Volunteer Recognition		6,000	-6,000
01-0211-5312 Office Supplies		3,900	-3,900
01-0521-5723 Senior Citizen Activities		2,000	-2,000
			0
Revised Total	31,435,527	33,935,527	-2,500,000
Sewer Fund	6,813,076	7,185,260	-372,184
61-0000-4150 MMSD Grants	250,000		250,000
61-0000-4413 Property Status Reports	-18,000		-18,000
61-0000-4461 Residential Sales	140,000		140,000
61-0000-4462 Commercial Sales	66,000		66,000
61-0000-4463 Industrial Sales	8,500		8,500
61-0000-4465 Public Authority	15,000		15,000
61-0000-4468 Multi-Family Sales	60,000		60,000
61-0731-5111 Salaries-FT		-771	771
61-0731-5134 Holiday Pay		-41	41
61-0731-5135 Vacation Pay		-68	68
61-0731-5151 FICA		-67	67
61-0731-5152 Retirement		-66	66
61-0731-5153 Retiree Group Health		-4	4
61-0731-5155 Life Insurance		-3	3
61-0731-5156 Workers Compensation Insurance		-9	9
61-0731-5257 Software Maintenance		11,000	-11,000
61-0731-5287 Other Costs - Hazardous Waste		30,000	-30,000
61-0731-5288 Dumping		1,000	-1,000
61-0731-5299 Sundry Contractors		5,000	-5,000
61-0731-5326 Uniforms		-200	200
61-0731-5331 Fuel		-2,000	2,000
61-0731-5336 Televising Supplies		-42,000	42,000
61-0731-5413 Sewer Fees		-45,000	45,000
61-0731-5416 Meter Reading Costs		300	-300
61-0731-5428 Allocated Insurance Cost		15,470	-15,470
61-0731-5437 Landfill Disposal Taxes		500	-500
61-0731-5552 Electricity		1,250	-1,250
61-0731-5554 Natural Gas		2,000	-2,000
61-0731-5559 Building Maintenance		2,000	-2,000
61-0731-5561 City Support		460	-460
Depreciation		185,000	-185,000
Depreciation - CIAC		5,000	-5,000
610731-5811 Auto Equipment		25,620	-25,620
61-0731-5813 Office Equipment		30,810	-30,810
61-0731-5814 Non Motorized Equipment		1,750	-1,750
61-0731-5815 Shop Equipment		-2,500	2,500
61-0731-5819 Other Capital Equipment		50,000	-50,000
61-0731-5822 Building Improvements		-12,500	12,500
61-0731-5829 Sanitary Sewer Rehab		-475,000	475,000
61-0731-5829.7638 St. Martins Pump Design		35,000	-35,000
61-0731-5829.7639 St. Martins Force Main Design		60,000	-60,000
61-0731-5829.9840 Sewer Rehab		-546,365	546,365

City of Franklin
Finance Committee Changes to Recommended Budget

	Fund - Dept - Acct	Revenues	Expenditures	Net
61-0731-5899 Capitalized Assets			943,865	-943,865
	Revised Total	7,334,576	7,464,691	-130,115

Date: October 22, 2024

The Finance Director has received Preliminary Total City Assessed Values and has been working diligently on providing the Finance Committee a revised Mayor's Recommended budget that secures costs for delivery of services, provides for inflationary increases in most areas and keeps the City's best financial interests in mind. The method to these changes is based on the needs of each department and look back on previous spending patterns. The overall levy has been reduced to provide less burden on the residents. These changes are recommended by the Finance Director to the Finance Committee and the Committee has the ultimate decision on what changes to recommend to the Common Council.

1. Fund 01 – General Fund – page 27-163, with changes clearly identified – further review of this budget allowed for the following recommended changes:

Revenues:

01-0000-4011 – General Tax Levy

2025 Mayor's Recommended Budget: \$21,240,000

2025 Change: (\$264,400)

2025 Proposed Budget: \$20,975,600

01-0000-4410 – E-plan Review

2025 Mayor's Recommended Budget: \$0

2025 Change: \$10,000

2025 Proposed Budget: \$10,000

01-0000-4444 – Fire Inspection Fees

2025 Mayor's Recommended Budget: \$7,000

2025 Change: (\$7,000)

2025 Proposed Budget: \$0

01-0000-4129 – Video Service Provider Aid

2025 Mayor's Recommended Budget: \$90,880

2025 Change: \$7,635

2025 Proposed Budget: \$98,515

01-0000-4716 – Interfund Interest (Water Loan)

2025 Mayor's Recommended Budget: \$0

2025 Change: \$867

2025 Proposed Budget: \$867

01-0000-4440 – Ambulance Services

2025 Mayor's Recommended Budget: \$1,600,000

2025 Change: \$82,000

2025 Proposed Budget: \$1,682,000

Expenditures:

01-0199-5111 Salaries - FT (Merit Pool)
2025 Mayor's Recommended Budget: \$125,000
2025 Change: (\$125,000)
2025 Proposed Budget: \$0

Legal Services:

2025 Mayor's Recommended Budget: \$314,300
2025 Change: (\$20,000)
2025 Proposed Budget: \$294,300

Insurance:

2025 Mayor's Recommended Budget: \$158,385
2025 Change: (\$510)
2025 Proposed Budget: \$157,875

Police Department:

2025 Mayor's Recommended Budget: \$11,288,163
2025 Change: \$16,052
2025 Proposed Budget: \$11,304,215

Fire Department:

2025 Mayor's Recommended Budget: \$8,618,333
2025 Change: \$35,532
2025 Proposed Budget: \$8,653,865

Information Services Department:

2025 Mayor's Recommended Budget: \$753,507
2025 Change: (\$61,722)
2025 Proposed Budget: \$691,785

Municipal Court:

2025 Mayor's Recommended Budget: \$231,647
2025 Change: \$1,575
2025 Proposed Budget: \$233,222

Administration:

2025 Mayor's Recommended Budget: \$491,443
2025 Change: \$9,226
2025 Proposed Budget: \$500,669

Clerks:

2025 Mayor's Recommended Budget: \$440,996
2025 Change: \$1,118
2025 Proposed Budget: \$442,114

Allocated Insurance Costs & Interdepartment Charges:

2025 Mayor's Recommended Budget: \$-24,720
2025 Change: \$1,170
2025 Proposed Budget: \$-23,550

Health Department:

2025 Mayor's Recommended Budget: \$767,619

2025 Change: (\$186)

2025 Proposed Budget: \$767,433

Planning Department:

2025 Mayor's Recommended Budget: \$683,748

2025 Change: (10,000)

2025 Proposed Budget: \$673,748

Municipal Buildings:

2025 Mayor's Recommended Budget: \$229,111

2025 Change: \$10,821

2025 Proposed Budget: \$239,932

Highway Department:

2025 Mayor's Recommended Budget: \$3,304,330

2025 Change: \$17,595

2025 Proposed Budget: \$3,321,925

Parks Department:

2025 Mayor's Recommended Budget: \$379,771

2025 Change: \$6,256

2025 Proposed Budget: \$386,027

Economic Development:

2025 Mayor's Recommended Budget: \$174,613

2025 Change: \$4,415

2025 Proposed Budget: \$179,028

Engineering Department:

2025 Mayor's Recommended Budget: \$1,012,678

2025 Change: (\$40,373)

2025 Proposed Budget: \$972,305

Elections Department:

2025 Mayor's Recommended Budget: \$82,198

2025 Change: (\$52)

2025 Proposed Budget: \$82,146

Finance Department:

2025 Mayor's Recommended Budget: \$679,475

2025 Change: (\$14,395)

2025 Proposed Budget: \$665,080

Recreation Department:

2025 Mayor's Recommended Budget: \$52,000

2025 Change: \$2,000

2025 Proposed Budget: \$54,000

2. Fund 61 – Sewer Fund – pages 201-208, with changes clearly identified – further review of this budget allowed for the following recommended changes:

Revenues:

2025 Mayor's Recommended Budget: \$6,813,076

2025 Change: \$521,500

2025 Proposed Budget: \$7,334,576

Expenditures:

2025 Mayor's Recommended Budget: \$7,185,260

2025 Change: \$279,431

2025 Proposed Budget: \$7,464,691

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Addendum to Facilitate American Rescue Plan Act (ARPA) Funding for the Multimedia Communications & Engineering, Inc. Agreement for Fiber Optic Ring Design and Construction Project Management Services, the Fiber Optic Management, LLC Agreement for Fiber Optic Maintenance Services, the TelePacific Corp. communications network and firewall services Agreement, the RingCentral, Inc. unified communications services Agreement, the Landmark Structures, I, LP Elevated Water Storage Tank Contract B, the Dorner, Inc. Water Transmission Main Contract A, the Vinton Construction Company Water Transmission Main Contract C, and the Johnson Controls, Inc. energy savings Performance Contract, each entered into with the City	ITEM NUMBER M.18.

The City has entered into services and projects contracts intended to be American Rescue Plan Act (ARPA) funded. ARPA funding requires certain provisions to be included in contracts so funded. Annexed hereto is an Addendum which includes such provisions. Copies of same have been provided to each of the contracting parties for each contract as stated above, with the specific contract identification information entered for each, with the understanding that upon approval and execution and delivery by each party, the subject contract will be amended to include same. Staff recommendation is to authorize same so as to provide the ARPA funding for the contracts' projects.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Addendum to Facilitate American Rescue Plan Act (ARPA) Funding for the Multimedia Communications & Engineering, Inc. Agreement for Fiber Optic Ring Design and Construction Project Management Services, the Fiber Optic Management, LLC Agreement for Fiber Optic Maintenance Services, the TelePacific Corp. communications network and firewall services Agreement, the RingCentral, Inc. unified communications services Agreement, the Landmark Structures, I, LP Elevated Water Storage Tank Contract B, the Dorner, Inc. Water Transmission Main Contract A, the Vinton Construction Company Water Transmission Main Contract C, and the Johnson Controls, Inc. energy savings Performance Contract, each entered into with the City.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 10/29/24

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN ADDENDUM TO FACILITATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR THE MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC. AGREEMENT FOR FIBER OPTIC RING DESIGN AND CONSTRUCTION PROJECT MANAGEMENT SERVICES, THE FIBER OPTIC MANAGEMENT, LLC AGREEMENT FOR FIBER OPTIC MAINTENANCE SERVICES, THE TELEPACIFIC CORP. COMMUNICATIONS NETWORK AND FIREWALL SERVICES AGREEMENT, THE RINGCENTRAL, INC. UNIFIED COMMUNICATIONS SERVICES AGREEMENT, THE LANDMARK STRUCTURES, I, LP ELEVATED WATER STORAGE TANK CONTRACT B, THE DORNER, INC. WATER TRANSMISSION MAIN CONTRACT A, THE VINTON CONSTRUCTION COMPANY WATER TRANSMISSION MAIN CONTRACT C, AND THE JOHNSON CONTROLS, INC. ENERGY SAVINGS PERFORMANCE CONTRACT, EACH ENTERED INTO WITH THE CITY

WHEREAS, the City has entered into services and projects contracts intended to be American Rescue Plan Act (ARPA) funded, and ARPA funding requires certain provisions to be included in contracts so funded; and

WHEREAS, annexed hereto is an Addendum which includes such provisions, and for which each of the subject services and projects contracts may be amended to include the Addendum; and

WHEREAS, the Common Council having reviewed the ARPA funding requirements in the Addendum and having determined that approval of same is reasonable and necessary in the furtherance of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Addendum to Facilitate American Rescue Plan Act (ARPA) Funding, in the form and content as annexed hereto, for the Multimedia Communications & Engineering, Inc. Agreement for Fiber Optic Ring Design and Construction Project Management Services, the Fiber Optic Management, LLC Agreement for Fiber Optic Maintenance Services, the TelePacific Corp. communications network and firewall services Agreement, the RingCentral, Inc. unified communications services Agreement, the Landmark Structures, I, LP Elevated Water Storage Tank Contract B, the Dorner, Inc. Water Transmission Main Contract A, the Vinton Construction Company Water Transmission Main Contract C, and the Johnson Controls, Inc. energy savings Performance Contract, each entered into with the City, in each form and content as applicable to the subject contracting party, subject to changes approved by the Director of Administration, Director of Finance and Treasurer and the City Attorney, be and the same are hereby approved.

Resolution No. 2024-_____

Page 2

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such Addendums.

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:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

ADDENDUM TO THE _____[contract]_____

CITY OF FRANKLIN

**TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE**

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

16. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216,

during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

19.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200.

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace).

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Franklin and _____, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

The terms and provisions of this Addendum to the _____ [contract] _____ are hereby agreed to by the parties to the _____ [contract] _____.

CITY OF FRANKLIN, WISCONSIN

BY. _____

PRINT NAME. John R. Nelson

TITLE. Mayor

DATE _____

BY. _____

PRINT NAME: Danielle L. Brown

BY: _____

PRINT NAME. _____

TITLE _____

DATE _____

TITLE· Director of Finance and Treasurer

DATE: _____

BY. _____

PRINT NAME. Shirley J Roberts

TITLE· City Clerk

DATE: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS *(to be filled out by bidder, proposer, contractor, or subcontractor, as applicable)*

The bidder, proposer, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal, bid, or 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 anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2. of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or bid or contract, as applicable, or termination of the award or, in some instances, criminal prosecution.

I hereby certify as stated above:

Signature

Date

Print Title and Name of authorized representative

I am unable to certify to one or more the above statements. Attached is my explanation.

Signature

Date

Print Title and Name of authorized representative

BYRD ANTI-LOBBYING CERTIFICATION *(to be filled out by bidder, proposer, contractor, or subcontractor, as applicable)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including all subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

Signature

Date

Print Title and Name of authorized representative

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/6/2024
REPORTS & RECOMMENDATIONS	APPROVAL OF PAY APPLICATION 2 AND REIMBURSEMENT REQUEST #2 FOR THE 2024 PPII SUMP PUMP PROJECT – MMSD FUNDING AGREEMENT M10005FR01	ITEM NUMBER 13.19.

BACKGROUND

The City of Franklin is proceeding with the 2024 PPII Sump Pump Project under the MMSD Funding Agreement M10005FR01. This project, conducted by UPI, LLC, includes the second Pay Application (Pay Application 2) and Reimbursement Request #2, covering recent construction and consultant costs.

- **Pay Application 2**, submitted by UPI, LLC, requests a payment of **\$557,335.17** for work completed.
- Engineering fees to date include **\$196,150.83** for design and **\$27,149.37** for construction-related services.
- **Change Order 1** was previously approved, adjusting the original contract price to **\$1,320,349.00**.
- The total reimbursement request submitted to MMSD (Reimbursement Request #2) is **\$226,847.00**, with construction and consultant fees detailed in the associated tables and documents.

FISCAL NOTE:

The requested reimbursement from MMSD includes the following:

- **Construction Costs:** \$155,975.75
- **Consultant Services:** \$70,871.25

The total eligible reimbursement for the project to date is **\$369,301.58** (including previous requests). These reimbursements align with the MMSD funding agreement and are expected to cover all expenses without impacting the City's budget.

RECOMMENDATION:

Staff recommends that the Common Council approve the following:

- **Pay Application 2** for **\$557,335.17**.
- **Reimbursement Request #2** for **\$226,847.00** as per the MMSD agreement.

COUNCIL ACTION REQUESTED

Motion to approve Pay Application 2 for \$557,335.17 and Reimbursement Request #2 for \$226,847.00 for the 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01.

Prepared by Kelly Hersh, Director of Administration, on behalf of the Engineering Department

October 29th, 2024

Becky Specht, PE
Private Property Infiltration & Inflow Program
Milwaukee Metropolitan Sewerage District
260 W Seeboth Street
Milwaukee Wi 53204

RE: M10005FR01 – Reimbursement Request #2

The City of Franklin is requesting reimbursement for the cost paid for by the City for the 2024 Sump Pump Project. The total of the second reimbursement request is **\$226,847.00**.

Construction Costs are listed in Appendix A and Consultant Costs are listed in Appendix B. Additionally, below is a breakdown of the reimbursement requests for this project.

Table 1 Reimbursement Request Breakdown

	Construction Costs	Consultant Services	Totals
#1	\$ -	\$ 142,454.58	\$ 142,454.58
#2	\$ 155,975.75	\$ 70,871.25	\$ 226,847.00
Totals	\$ 155,975.75	\$ 213,325.83	\$ 369,301.58

Please feel free to call the CJ Beyer, PE from Clark Dietz at (262) 842-2415 or email him at christopher.beyer@clarkdietz.com with any questions or concerns.



Engineering Quality of Life



October 29, 2024

The City of Franklin
ATTN: Kelly Hersh, Director of Administration
9229 W. Loomis Road
Franklin, WI 53132

Re: 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01
Pay Application 2.

Dear Kelly Hersh:

Attached is Pay Application 2 for the 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01 project from UPI, LLC. I have reviewed the pay application and agree with the amount of \$557,335.17 that they are asking for. It is expected that the total completed to date is eligible for reimbursement from MMSD per our funding agreement. Our engineering fees for design were \$196,150.83. The engineering fees for construction to date are \$27,149.37.

Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

A handwritten signature in black ink that reads "Andy Ashley".

Andy Ashley, PE
Project Engineer
E-mail: andrew.ashley@clarkdietz.com

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

FROM CONTRACTOR
UPI, LLC
2180 S Springdale Rd
New Berlin, WI 53146

PROJECT
2024 PPII Sump Pump Project
MMSD Agreement M10005FR01

VIA ARCHITECT
Clark Dietz, Inc.
759 N Milwaukee St
Milwaukee, WI 53202

APPLICATION # 2
PERIOD TO 09/27/24
PROJECT NOS 2024-02

CONTRACT DATE 08/26/24

Distribution to
Owner
Const. Mgr
Architect
Contractor

CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER AND THAT CURRENT PAYMENT SHOWN THEREIN IS NOW DUE

CONTRACTOR: [Signature]
By [Signature] Date 10/16/24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM	\$ 1,415,839.00
2. Net change by Change Orders	\$ -95,490.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 1,320,349.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 750,853.60

5. RETAINAGE:	
a 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 37,542.68
b 10.0% of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 37,542.68
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 713,310.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 155,975.75
8. CURRENT PAYMENT DUE	\$ 557,335.17
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 607,038.08

CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$ 557,335.17

ENGINEER: [Signature] Date 10/22/24

FUNDING AGENCY: [Signature] Date 10/24/24

CITY / OWNER: [Signature] Date 10/24/24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-\$95,490.00
TOTALS		-\$95,490.00
NET CHANGES by Change Order		-\$95,490.00

Page 2 of 2 Pages

APPLICATION NUMBER

APPLICATION DATE 10/01/24

27-Sep-24

ARCHITECT'S PROJECT NO. 2024-02

A	B	C	D	E		F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage	
			From Previous Application (D + E)	This Period						
1	6" pvc storm lateral	413,250 00	74,994 00	213,324 00		288,318 00	70%	124,932 00	14,415 90	
2	8" pvc storm	407,680 00	49,686 00	221,382 00		271,068 00	66%	136,612 00	13,553 40	
3	12" storm reinstall - slurry	5,280 00								
4	15" storm reinstall - slurry	1,800 00		1,800 00		1,800 00	100%	5,280 00	90 00	
5	18" storm reinstall - slurry	5,040 00						5,040 00		
6	12" rcp storm - slurry	3,204 00		2,937 00		2,937 00	92%	267 00	146 85	
7	sump pump connect	48,555 00	8,775 00	27,495.00		36,270 00	75%	12,285 00	1,813 50	
8	private check valve	3,450 00						3,450 00		
9	2' inlet	168,740 00	22,715 00	64,900 00		87,615 00	52%	81,125 00	4,380 75	
10	3' inlet	29,920 00	3,740 00	7,480.00		11,220 00	38%	18,700 00	561 00	
11	connect to existing structure	AJA - \$25,155.00	3,225 00	14,835 00		18,060 00	72%	7,055 00	903 00	
12	4" topsoil seed & mulch	133,125 00						133,125 00		
13	replace curb	700 00		350.00		350 00	50%	350 00	17 50	
14	replace walk	4,620.00		1,265.00		1,265.00	27%	3,355 00	63 25	
15	replace concrete drive	66,305 00		29,850 60		29,850 60	45%	36,454 40	1,492 53	
16	asphalt patch	2,475 00						2,475 00		
17	Change Order									
18	Modify Inlet for larger pipe	1,050 00	1,050 00	1,050 00		2,100 00	200%	(1,050 00)	105 00	
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
	SUBTOTALS PAGE 2	AJA - \$1,320,349.00	164,185 00	586,668 60		750,853 60	AJA - \$569,495.40	57%	37,542 68	
		1,320,309.00					569,455.40			

CITY OF FRANKLIN

PROJECT Franklin 2024 Sump Lateral Project
PAY REQUEST #2 THROUGH 9/27/24Date 10/1/2024
Job 2404

DESCRIPTION			UNIT PRICE	WORK COMPLETED			CUMULATIVE SALES	
Item No.	BID ITEM	UNIT		PREVIOUS PERIODS	THIS PERIOD	AMOUNT THIS PERIOD	UNITS	AMOUNT
1	6" pvc storm lateral	l.f.	4845 0	862 00	2452 00	\$213,324 00	3314 00	\$288,318 00
2	8" pvc storm	l.f.	4160 0	507 00	2259 00	\$221,382 00	2766 00	\$271,068 00
3	12" storm reinstall - slurry	l.f.	16 0	0 00	0 00	\$0 00	0 00	\$0 00
4	15" storm reinstall - slurry	l.f.	8 0	0 00	8 00	\$1,800 00	8 00	\$1,800 00
5	18" storm reinstall - slurry	l.f.	24 0	0 00	0 00	\$0 00	0 00	\$0 00
6	12" rcp storm - slurry	l.f.	12 0	0 00	11 00	\$2,937 00	11 00	\$2,937 00
7	sump pump connect	ea	83 0	15 00	47 00	\$27,495 00	62 00	\$36,270 00
8	private check valve	ea	10 0	0 00	0 00	\$0 00	0 00	\$0 00
9	2' Inlet	ea	52 0	7 00	20 00	\$64,900 00	27 00	\$87,615 00
10	3' Inlet	ea	8 0	1 00	2 00	\$7,480 00	3 00	\$11,220 00
11	connect to existing structt	ea	37 0	5 00	23 00	\$14,835 00	28 00	\$18,060 00
12	4" topsoil seed & mulch	s.y.	5325 0	0 00	0 00	\$0 00	0 00	\$0 00
13	replace curb	l.f.	10 0	0 00	5 00	\$350 00	5 00	\$350 00
14	replace walk	s.f.	420 0	0 00	115 00	\$1,265 00	115 00	\$1,265 00
15	replace concrete drive	s.y.	745 0	0 00	335 40	\$29,850 60	335 40	\$29,850 60
16	asphalt patch	s.y.	15 0	0 00	0 00	\$0 00	0 00	\$0 00
Change Order								
1	Modify Inlet for larger pipe	ea	20 0	1 00	1 00	\$1,050 00	2 00	\$2,100 00

EARNED TO DATE: \$750,853 60

APPENDIX A

CONSTRUCTION COSTS

Reimbursement	Construction Costs
#1	\$ -
#2	\$ 155,975.75
Totals	\$ 155,975.75



September 24, 2024

The City of Franklin
ATTN: Kelly Hersh, Director of Administration
9229 W. Loomis Road
Franklin, WI 53132

Re: 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01
Pay Application 1 and Change Order 1.

Dear Kelly Hersh:

Attached is Pay Application 1 for the 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01 project from UPI, LLC. I have reviewed the pay application and agree with the amount of \$155,975.75 that they are asking for. It is expected that the total completed to date is eligible for reimbursement from MMSD per our funding agreement. Our engineering fees for design were \$196,150.83. The engineering fees for construction to date are \$17,175.00.

Also attached is Change Order 1 for a decrease in the contract price of \$95,490.00. The original Contract Sum is \$1,415,839.00 with the revised Contract to be reduced to \$1,320,349. This Change Order modifies the contract by the following items:

Reduction of Unit Prices:

- The City of Franklin will complete CCTV sewer inspection after installation of the 6-inch and 8-inch storm sewer laterals. That unit price reduction is a result of the Contractor not providing that scope of work.
- Unit price change to complete restoration with seed and mulch rather than sod.

Plan modifications:

- Addition of 8515 W Willow Point Pkwy.
- Revised 8-Inch Storm Sewer alignment and restoration limits for 8411 & 8417 W Willow Point Pkwy.
- Connect (2) two homes to existing storm structures rather than new structures due to field conditions.
- Add line item for structure modifications due to field conditions.

Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

Andy Ashley, PE
Project Engineer
E-mail: andrew.ashley@clarkdietz.com

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

FROM CONTRACTOR
UPI, LLC
2180 S Springdale Rd
New Berlin, WI 53146

PROJECT
2024 PPII Sump Pump Project
MMSD Agreement M10005FR01

VIA ARCHITECT
Clark Dietz, Inc
759 N. Milwaukee St
Milwaukee, WI 53202

APPLICATION #: 1
PERIOD TO 09/03/24
PROJECT NOS. 2024-02

CONTRACT DATE 08/26/24

Distribution to

☐ Owner

☐ Const. Mgr

☐ Architect

☐ Contractor

CONTRACT FOR: The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due

CONTRACTOR:

By: [Signature] Date: 9/12/24

1. ORIGINAL CONTRACT SUM	\$ 1,415,839.00
2. Net change by Change Orders	\$ -95,490.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 1,320,349.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 164,185.00

5. RETAINAGE:	
a 5 0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 8,209.25
b 10 0% of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 8,209.25

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 155,975.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$

8. CURRENT PAYMENT DUE	\$ 155,975.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,164,373.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-\$95,490.00
TOTALS		-\$95,490.00
NET CHANGES by Change Order	-\$95,490.00	

CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED ----- \$ 155,975.75

ENGINEER: [Signature] Date 9/12/2024

By: [Signature] Date 9/16/2024

FUNDING AGENCY: [Signature] Date 9/16/2024

City/Owner: _____ Date _____

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

2024 PPII Sump Pump Project
MMSD Agreement M10005FR01

APPLICATION NUMBER: 1

APPLICATION DATE: 09/12/24

PERIOD TO: 3-Sep-24

ARCHITECT'S PROJECT NO: 2024-02

A	B	C	D	E		F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	6" pvc storm lateral	AJA - \$413,250.00		74,994.00		74,994.00	18%	346,521.00	3,749.70
2	8" pvc storm	407,680.00		49,686.00		49,686.00	12%	357,994.00	2,484.30
3	12" storm reinstall - slurry	AJA - \$5,280.00						3,520.00	
4	15" storm reinstall - slurry	1,800.00						1,800.00	
5	18" storm reinstall - slurry	5,040.00						5,040.00	
6	12" rcp storm - slurry	3,204.00						3,204.00	
7	sump pump connect	48,555.00		8,775.00		8,775.00	18%	39,780.00	438.75
8	private check valve	3,450.00						3,450.00	
9	2' inlet	168,740.00		22,715.00		22,715.00	13%	146,025.00	1,135.75
10	3' inlet	29,920.00		3,740.00		3,740.00	13%	26,180.00	187.00
11	connect to existing structure	AJA - \$25,115.00		3,225.00		3,225.00	14%	20,640.00	161.25
12	4" topsoil seed & mulch	133,125.00						133,125.00	
13	replace curb	700.00						700.00	
14	replace walk	4,620.00						4,620.00	
15	replace concrete drive	66,305.00						66,305.00	
16	asphalt patch	2,475.00						2,475.00	
17	Change Order								
18	Modify Inlet for larger pipe	AJA - \$1,050.00		1,050.00		1,050.00		(1,050.00)	52.50
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2		AJA - \$1,320,349.00		164,185.00		164,185.00	12%	AJA - \$1,156,164.00	8,209.25
		-1,324,544.00						1,160,329.00	

CITY OF FRANKLIN

PROJECT: Franklin 2024 Sump Lateral Project
PAY REQUEST #1 THROUGH 9/3/24

Date: 9/12/2024
Job: 2404

DESCRIPTION			UNIT PRICE		WORK COMPLETED			CUMULATIVE SALES	
Item No.	BID ITEM	UNIT	JOB QTY.		PREVIOUS PERIODS	THIS PERIOD	AMOUNT THIS PERIOD	UNITS	AMOUNT
1	6" pvc storm lateral	l.f.	4845.0	\$87.00	0.00	862.00	\$74,994.00	862.00	\$74,994.00
2	8" pvc storm	l.f.	4160.0	\$98.00	0.00	507.00	\$49,686.00	507.00	\$49,686.00
3	12" storm reinstall - slurry	l.f.	16.0	\$220.00	0.00	0.00	\$0.00	0.00	\$0.00
4	15" storm reinstall - slurry	l.f.	8.0	\$225.00	0.00	0.00	\$0.00	0.00	\$0.00
5	18" storm reinstall - slurry	l.f.	24.0	\$210.00	0.00	0.00	\$0.00	0.00	\$0.00
6	12" rcp storm - slurry	l.f.	12.0	\$267.00	0.00	0.00	\$0.00	0.00	\$0.00
7	sump pump connect	ea	83.0	\$585.00	0.00	15.00	\$8,775.00	15.00	\$8,775.00
8	private check valve	ea	10.0	\$345.00	0.00	0.00	\$0.00	0.00	\$0.00
9	2' inlet	ea	52.0	\$3,245.00	0.00	7.00	\$22,715.00	7.00	\$22,715.00
10	3' inlet	ea	8.0	\$3,740.00	0.00	1.00	\$3,740.00	1.00	\$3,740.00
11	connect to existing struct	ea	37.0	\$645.00	0.00	5.00	\$3,225.00	5.00	\$3,225.00
12	4" topsoil seed & mulch	s.y.	5325.0	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
13	replace curb	l.f.	10.0	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
14	replace walk	s.f.	420.0	\$11.00	0.00	0.00	\$0.00	0.00	\$0.00
15	replace concrete drive	s.y.	745.0	\$89.00	0.00	0.00	\$0.00	0.00	\$0.00
16	asphalt patch	s.y.	15.0	\$165.00	0.00	0.00	\$0.00	0.00	\$0.00
Change Order									
1	Modify Inlet for larger pipe	ea	0.0	\$1,050.00	0.00	1.00	\$1,050.00	1.00	\$1,050.00

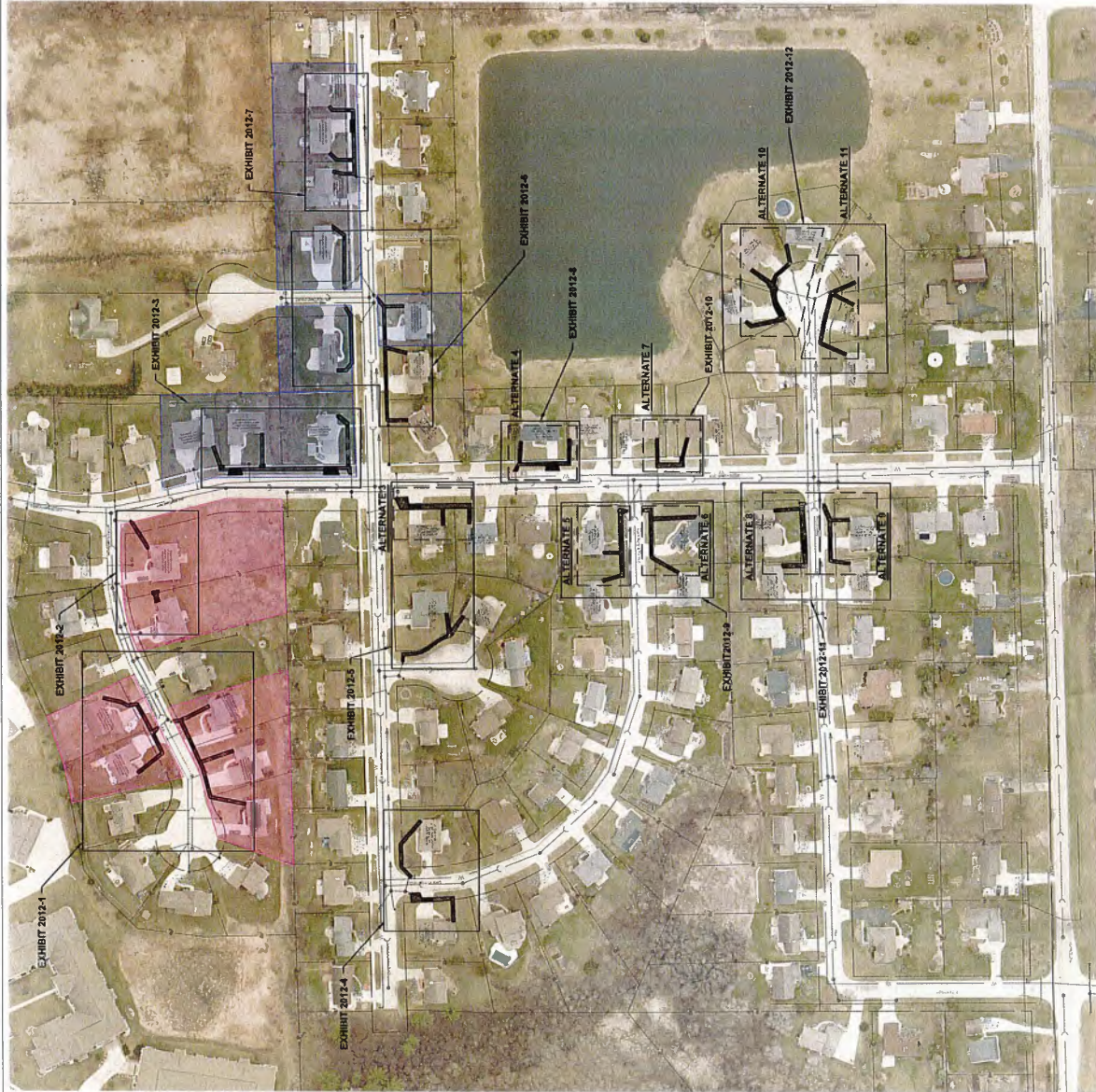
EARNED TO DATE: \$164,185.00

9/16/24 - B. Specht approved payment
with changes as noted by AJA

Owner:	City of Franklin	Owner's Project No	
Engineer:	Clark Dietz, Inc.	Engineer's Project No	F0520040
Contractor:	UPI	Contractor's Project No	
Contract Name:	2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01		
Date Issued:	9/10/2024		

Page 1 of 1

UPI											
			Original Contract Quantities			Change Order (Change in QTY and/or unit price)			Revised Contract Cost with agreed upon unit prices		
Item #	Total Base + ALL (11) Alternates	Unit	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	LF	4750	\$ 96.00	\$ 456,000.00		\$ (9.00)	\$ (42,750.00)	4750	\$ 87.00	\$ 413,250.00
2	8-Inch Storm Sewer, PVC	LF	4160	\$ 101.00	\$ 420,160.00		\$ (3.00)	\$ (12,480.00)	4160	\$ 98.00	\$ 407,680.00
3	12-Inch Pipe Remove and Reinstall	LF	24	\$ 220.00	\$ 5,280.00		\$ -	\$ -	24	\$ 220.00	\$ 5,280.00
4	15-Inch Pipe Remove and Reinstall	LF	8	\$ 225.00	\$ 1,800.00		\$ -	\$ -	8	\$ 225.00	\$ 1,800.00
5	18-Inch Pipe Remove and Reinstall	LF	24	\$ 210.00	\$ 5,040.00		\$ -	\$ -	24	\$ 210.00	\$ 5,040.00
6	12-Inch Storm Sewer, RCP	LF	12	\$ 267.00	\$ 3,204.00		\$ -	\$ -	12	\$ 267.00	\$ 3,204.00
7	Sump Pump Connection	EA	83	\$ 585.00	\$ 48,555.00		\$ -	\$ -	83	\$ 585.00	\$ 48,555.00
8	Private Sump Pump Check Valve	EA	10	\$ 345.00	\$ 3,450.00		\$ -	\$ -	10	\$ 345.00	\$ 3,450.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	EA	52	\$ 3,245.00	\$ 168,740.00		\$ -	\$ -	52	\$ 3,245.00	\$ 168,740.00
10	Inlets 3-FT Diameter, Including Frame & Grate (Neenah R-2564)	EA	8	\$ 3,740.00	\$ 29,920.00		\$ -	\$ -	8	\$ 3,740.00	\$ 29,920.00
11	Connection to Existing Storm Structure	EA	37	\$ 645.00	\$ 23,865.00	2	\$ -	\$ 1,290.00	39	\$ 645.00	\$ 25,155.00
12	4-Inch Compacted Topsoil & Seed Restoration (with Watering)	SY	5325	\$ 33.00	\$ 175,725.00		\$ (8.00)	\$ (42,600.00)	5325	\$ 25.00	\$ 133,125.00
13	Remove & Replace Concrete Curb & Gutter	LF	10	\$ 70.00	\$ 700.00		\$ -	\$ -	10	\$ 70.00	\$ 700.00
14	Remove & Replace Concrete Sidewalk	SF	420	\$ 11.00	\$ 4,620.00		\$ -	\$ -	420	\$ 11.00	\$ 4,620.00
15	Remove & Replace Concrete Driveway	SY	745	\$ 89.00	\$ 66,305.00		\$ -	\$ -	745	\$ 89.00	\$ 66,305.00
16	HMA Pavement Patch	SY	15	\$ 165.00	\$ 2,475.00		\$ -	\$ -	15	\$ 165.00	\$ 2,475.00
CO1.1	Structure Modification	Each	0	\$ -	\$ -	1	\$ 1,050.00	\$ 1,050.00	1	\$ 1,050.00	\$ 1,050.00
TOTAL			\$	1,415,839.00			\$	(95,490.00)			\$ 1,320,349.00

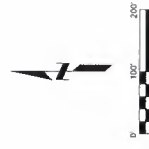


Work Area

Week Ending

9/20/2024

9/26/2024



OVERVIEW OF CITY OF FRANKLIN - 2023 PPII
SUMP PUMP PROJECT MMSD FUNDING
AGREEMENT M10005FR01

DESIGNED BY:	CH
CHECKED BY:	MS
DATE CHECKED:	10/25/23
DATE:	10/25/23
REVISION:	

Franklin 2024 Sump Lateral Project - UPI

ID	Task Name	Duration	Start	Finish
1	AREA FR2005			
2	2005 - 2 - 87th & Whispering Oaks & Alt 1	2 days	Wed 8/28/24	Thu 8/29/24
3	2005 - 3 & 4 - Willow Pointe Pkwy.	6 days	Thu 8/29/24	Thu 9/5/24
4	2005 - 5 & 6 - Willow Pointe Pkwy.	6 days	Fri 9/6/24	Fri 9/13/24
5	2005 - 7 - Willow Pointe Ct.	4 days	Mon 9/16/24	Thu 9/19/24
6	2005 -12 & 11 - 83rd & Imperial Dr.	4 days	Fri 9/20/24	Wed 9/25/24
7	2005 - 10 - 83rd St.	3 days	Thu 9/26/24	Mon 9/30/24
8	2005 - 9 & Alt 2 - 83rd St.	4 days	Tue 10/1/24	Fri 10/4/24
9	2005 - 8 - Southview Dr.	1 day	Mon 10/7/24	Mon 10/7/24
10	Pavement Restoration	6 days	Tue 10/1/24	Tue 10/8/24
11	Turf Restoration	6 days	Wed 10/9/24	Wed 10/16/24
12				
13	AREA FR2012			
14	2012 - 1 & 2 - Silvenwood Ct.	5 days	Mon 10/7/24	Fri 10/11/24
15	2012 - 3 - Golden Lakes Pkwy.	3 days	Mon 10/14/24	Wed 10/16/24
16	2012 - 6 & 7 - Lake Pointe Dr.	5 days	Thu 10/17/24	Wed 10/23/24
17	2012 - 4 - Lake Pointe Cir.	2 days	Thu 10/24/24	Fri 10/25/24
18	2012 - 5 - Lake Pointe Ct.	1 day	Mon 10/28/24	Mon 10/28/24
19	Alt. 3 , 4 , 7 - Golden Lake Pkwy.	3 days	Tue 10/29/24	Thu 10/31/24
20	Alt. 5 & 6 - Lake Pointe Cir.	3 days	Fri 11/1/24	Tue 11/5/24
21	Alt. 8 & 9 - Travis Ln.	2 days	Wed 11/6/24	Thu 11/7/24
22	Alt. 10 & 11 - Travis Ct.	4 days	Fri 11/8/24	Wed 11/13/24
23	Pavement Restoration	5 days	Mon 11/11/24	Fri 11/15/24
24	Turf Restoration	5 days	Mon 11/18/24	Fri 11/22/24

2024 PPII Sump Pump Project - Progress Meeting Agenda

Wednesday, August 21, 2024 @ 9:00 AM

Teams Meeting

1) Attendance

CJ – Clark Dietz
Becky - MMSD
Mike - UPI
Kyle - Franklin

2) Approve Previous Meeting Notes

Minutes from 8/20 – No Changes.

3) Project Snapshot

○ First day of work -	8/22/24
○ Substantial Completion Date -	7/17/2024 (Co 1: 11/1/2024)
○ Ready for Final Payment	7/31/2024 (Co 1: 11/15/2024)
○ Original Contract Amount -	\$1,415,839.00
○ Change Orders to Date -	0
○ Current Contract Amount -	\$1,415,839.00
○ M10005FR01 MMSD Funding Agreement Amount -	\$1,605,000.00
○ Completed and Stored through Pay App. #1 -	\$0.00 (0%)

4) Schedule

- Schedule Update (See attached)
- FR2005 (8/22 to 10/16)
- FR2012 (10/7 to 11/22)
- Plumbing inspections

5) Coordination with residents or other entities

- Clark Dietz does not have agreements on record for the following properties. City to check their records.
 - 8835 W Silverwood Ct – ROE confirmed.
 - 8720 W Lake Pointe Dr – ROE confirmed.
 - 8832 W Willow Pointe Pkwy – Kyle to confirm ROE. Confirmed.
 - All ROE's on record.



- Additional sump locations:
 - 8515 W Willow Pointe Pkwy – CDI confirmed this is feasible
 - Kyle to get ROE on file prior to work.
 - Change Order to be approved prior to work.
 - 8513 W Willow Pointe Pkwy – Not feasible (rear sump)
 - Others: None currently

6) Traffic Safety / Road Closures

- Storage Location at dead end of 83rd Street
- All good.

7) Progress Payments

- Pay Application 1 – TBD
 - *Reminder – MMSD funding requirements for number of applications.
 - First Pay App after construction complete on Willow Point Pkwy.

8) Project Issues

- Inspector Requirements No longer considered project issue; however, will remain to ensure scheduling of inspections are still occurring.
 - Plumbing Inspector: Justin Ligocki
JLigocki@franklinwi.gov
414-425-0084
 - Check valves – only need if below grade Kyle & UPI foreman to verify check valves installed. Expected locations to look are:
 - 7649 S. 83rd St.
 - 8835 W. Silverwood Ct.
 - 8705 W. Travis Ct.
 - Pipe depth – 2.5ft depth minimum so insulation not required.
 - Tracer wire – part of submittal package for private side
 - Material Submittals – additional submittals needed
 - No ADS for project
 - Will submit RCP pipe
 - Coring into back of inlets

9) Change Orders

- Change Order 1 pending.
 - Decrease of \$97,830.00

- Switch from seed to sod.
- Remove CCTV from contract.
- Add homes discussed above.
- New Contract price: \$1,318,009.00 (Estimated value)
- Updated Contract Completion Dates
- Future/Pending
 - Addition and Subtraction of properties to the project.

10) Safety

- Work Site Safety
 - Contractor primary safety contact:
Mike Dretzka Project Manager
 24 hr Emergency Contact 262-894-2604 Mobile
Mike@upiconstruction.com
 - Secondary Contact
Norb Dretzka Superintendent 262-894-2605 Mobile
- Accidents / Emergency Incidents
 - None

11) Open Discussion/Miscellaneous

- Chipped Concrete driveways to be restored to original condition. Contractor responsible for repairs.
 - Potentially widen sidewalk an inch or 2 if ADA still met.
 - Full panel replacement
 - Private side – discuss with homeowner / public side – City decisions.
- Compaction and settling concerns. UPI to take additional measures.
- 8820 Whispering Oaks Ct - Dog Fence to be repaired.
- Next progress meeting will be Wednesday, August 28th, 2024 at 9:00 a.m.
Location: TBD



Weekly Inspection Report

CDI Project Number: F05224001
Project Name: 2024 PPII Sump Pump Project
Substantial completion Date: November 11th, 2024
Final Pavement: November 29th, 2024

Weekly Report Prepared by: Tania Tkachuk
Week ending: August 30th, 2024

Progress This Week

- 8801 Whispering Oaks
- 8784 Whispering Oaks
- 8802 Whispering Oaks
- 8820 Whispering Oaks
- 8836 Whispering Oaks
- 8850 Whispering Oaks
- 8761 Whispering Oaks
- 8729 Whispering Oaks
- 7732 87th Street
- 7744 87th Street
- 7760 87th Street
- 8840 Willow Pointe

Additional Comments

Resident Notes:

8850 W WHISPERING OAK CT	He has irrigation and will be locating for us
8836 W WHISPERING OAK CT	Out of town week of, will move landscaping
7637 S 83RD ST	He may redirect his discharge pipe to avoid landscaping
8802 W WHISPERING OAK CT	She will remove landscaping
7732 S 87TH ST	She will remove rose bushes
8836 W WHISPERING OAK	French drain west side of house
8802 W WHISPERING OAK	French drain west side of house
8501 W WILLOW POINTE	Locating irrigation lines
8411 W WILLOW POINTE	Existing field inlets - reusing
8417 W WILLOW POINTE	Existing field inlets - reusing
8254 W SOUTHVIEW DR	Avoid tree

2024 PPII Sump Pump Project - Progress Meeting **Minutes**

Wednesday, September 4, 2024 @ 9:00 AM

Willow Pointe Pkwy and 87th Street

1) Attendance

Kelly Hersh – Franklin
Klye Baker – Franklin
Justin Ligocki – Franklin
Becky Specht – MMSD
Mike Dretzka – UPI
Andy Ashley – Clark Dietz – Note Taker

2) Approve Previous Meeting Notes

Minutes from 8/28 - **Approved**

3) Project Snapshot

○ First day of work -	8/22/24
○ Substantial Completion Date -	7/17/2024 (Co 1: 11/1/2024)
○ Ready for Final Payment	7/31/2024 (Co 1: 11/15/2024)
○ Original Contract Amount -	\$1,415,839.00
○ Change Orders to Date -	0
○ Current Contract Amount -	\$1,415,839.00
○ 0005FR01 MMSD Funding Agreement Amount -	\$1,605,000.00
○ Completed and Stored through Pay App. #1 -	\$0.00 (0%)

4) Schedule

- Schedule Update
- Approximately 16 Pipe runs have been completed to date.
- **Two homes removed because the sumps discharge to the rear of the property**
 - **If homeowners wanted to reroute to the front of the property at their own expense, they could be tied in. UPI requested that if they wanted to go that route, plumbing work will need to be done by end of September before contractor demobilizes in the area.**
 - **Kyle to reach out to residents to formally ask**
- **Contractor will keep working on pipe runs heading east**

5) Coordination with residents or other entities



- Additional sump locations:
 - 8515 W Willow Pointe Pkwy – ROE agreement status?
 - Received and is in hand as of this morning.
 - Others: None

6) Traffic Safety / Road Closures

- School started this week. Please be cautious of school buses/kids traveling to school during drop off and pick up.

7) Progress Payments

- Pay Application 1 – ~~after construction complete on Willow Point Pkwy~~
 - UPI will submit their August application shortly.
 - Application needs funding agency signature line
 - When submitting to MMSD, dailies, test reports, and other deliverables must accompany the pay application.
 - Becky to send CDI a sample deliverable that works well for the district.

8) Project Issues

- Inspector Requirements
 - Plumbing Inspector: Justin Ligocki
JLigocki@franklinwi.gov
414-425-0084
 - Check valves – expected locations:
 - 7649 S. 83rd St.
 - 8835 W. Silverwood Ct.
 - 8705 W. Travis Ct.
 - City said that for this project, these are the three that require in home inspections for check valves.
 - Pipe depth – 2.5ft depth minimum so insulation not required.
 - Tracer wire – part of submittal package for private side
 - Coring into back of inlets
- City said slurry backfill will not be required around structures
- DPW was unhappy with the amount of material that was delivered onsite and to try and limit the amount delivered to the site at one time.
 - Contractor said that they are unable to split orders up and it all comes at once. UPI to coordinate with Kevin from DPW prior to next delivery for staging locations.

9) Change Orders

- Change Order 1 pending.
 - Decrease of \$97,830.00
 - Switch from seed to sod.
 - Add homes discussed above.
 - Removed CCTB from contract
 - New Contract price: \$1,318,009.00
 - Updated Contract Completion Dates
 - UPI has signed, working with City on execution.
- Future/Pending
 - Addition and Subtraction of properties to the project.
 - Structure modifications were needed due to larger pipe sizes. UPI has sent Clark Dietz pricing. Status is under review.

10) Safety

- Work Site Safety
 - Contractor primary safety contact:
Mike Dretzka Project Manager
 24 hr Emergency Contact 262-894-2604 Mobile
Mike@upiconstruction.com
 - Secondary Contact
Norb Dretzka Superintendent 262-894-2605 Mobile
- Accidents / Emergency Incidents
 - None

11) Open Discussion/Miscellaneous

- Next progress meeting will be Wednesday, September 11th, 2024 at 9:00 a.m.
Location: TBD



Weekly Inspection Report

CDI Project Number: F05224001
Project Name: 2024 PPII Sump Pump Project
Substantial completion Date: November 11th, 2024
Final Pavement: November 29th, 2024

Weekly Report Prepared by: Clark Dietz
Week ending: September 6th, 2024

Progress This Week

- 8843 Willow Pointe
- 8816 Willow Pointe
- 8832 Willow Pointe
- 8787 Willow Pointe
- 8755 Willow Pointe
- 8523 Willow Pointe
- 8519 Willow Pointe
- 8515 Willow Pointe
- 8527 Willow Pointe
- 8501 Willow Pointe
- 8507 Willow Pointe

Additional Comments

- Added 8515 Willow Pointe
- Investigated 8513 Willow Pointe; however, rear discharge

2024 PPII Sump Pump Project - Progress Meeting **Minutes**

Wednesday, September 11, 2024 @ 9:00 AM

Willow Pointe Pkwy and 83rd Street

- 1) Attendance
- 2) Kelly Hersh - Franklin
- 3) Klye Baker - Franklin
- 4) Justin Ligocki - Franklin
- 5) Mike Dretzka - UPI
- 6) Andy Ashley - Clark Dietz - Note Taker

- 7) Approve Previous Meeting Notes
Minutes from 9/4 - **Approved**

8) Project Snapshot

- First day of work - 8/22/24
- Substantial Completion Date - 7/17/2024 (Co 1: 11/1/2024)
- Ready for Final Payment 7/31/2024 (Co 1: 11/15/2024)
- Original Contract Amount - \$1,415,839.00
- Change Orders to Date - 0
- Current Contract Amount - \$1,415,839.00
- 0005FR01 MMSD Funding Agreement Amount - \$1,605,000.00
- Completed and Stored through Pay App. #1 - \$0.00 (0%)

9) Schedule

- Schedule Update
Currently ahead of schedule. Anticipate wrapping up the first neighborhood by the end of next week.

10) Coordination with residents or other entities

- Update regarding homes that discharged to the rear of the property.
 - **8755 Kyle to check up with**
 - **8787 is not interested in re-routing**
 - **Franklin to check the permits and move to new addresses**
- Others:
8515 was added into the project and was connected.



11) Traffic Safety / Road Closures

- Coordinate with Kevin (DPW) when bringing materials to the site for staging.

12) Progress Payments

- Pay Application 1 – Submitted 9/6. Pending review and revisions.
UPI will look at comments and resubmit

13) Project Issues

- Inspector Requirements
 - Plumbing Inspector: Justin Ligocki
JLigocki@franklinwi.gov
414-425-0084
 - Check valves – expected locations:
 - 7649 S. 83rd St.
 - 8835 W. Silverwood Ct.
 - 8705 W. Travis Ct.
 - Pipe depth – 2.5ft depth minimum so insulation not required.
 - Tracer wire – part of submittal package for private side
 - Coring into back of inlets
- **No current issues**

14) Change Orders

- Change Order 1 pending.
 - Decrease of \$95,490.00
 - Switch from seed to sod.
 - Add homes discussed above.
 - Removed CCTB from contract
 - Structure Modifications
 - New Contract price: \$1,320,349.00
 - Updated Contract Completion Dates
 - Expected approval with pay application 1
- Future/Pending
 - Addition and Subtraction of properties to the project.

15) Safety

- Work Site Safety
 - Contractor primary safety contact:
Mike Dretzka Project Manager 262-894-2604 Mobile
24 hr Emergency Contact Mike@upiconstruction.com
 - Secondary Contact



Norb Dretzka Superintendent

262-894-2605 Mobile

- Accidents / Emergency Incidents
 - None
- Truck drivers need to slow down in the neighborhood. UPI to reach out.

16) Open Discussion/Miscellaneous

- Next progress meeting will be Wednesday, September 18th, 2024 at 9:00 a.m.
Location: TBD
- Concrete sub will contact homeowners individually regarding driveway closures.
 - Police Department has been notified about overnight parking.
- Mike will be unable to meet on Oct 2nd. Meeting will either be cancelled or moved based on work site operations.



Weekly Inspection Report

CDI Project Number: F05224001
Project Name: 2024 PPII Sump Pump Project
Substantial completion Date: November 11th, 2024
Final Pavement: November 29th, 2024

Weekly Report Prepared by: Clark Dietz
Week ending: September 13th, 2024

Progress This Week – All New sump connections

- 7718 S Willow Pointe CT
- 7724 S Willow Pointe CT
- 7730 S Willow Pointe CT
- 7736 S Willow Pointe CT
- 8417 W Willow Pointe PKWY
- 8411 W Willow Pointe PKWY
- 8247 W Imperial DR
- 7831 S 83RD St
- 7819 S 83RD St
- 7807 S 83RD St
- 7855 S 83RD St
- 7758 S 83RD St
- 7744 S 83RD St
- 7730 S 83RD St

Additional Comments

None



9229 W. Loomis Road
Franklin, WI 53132

2024 PPII Sump Pump Project - Progress Meeting **Minutes**

Wednesday, September 18, 2024 @ 9:00 AM

Willow Pointe Pkwy and 83rd Street

1) Attendance

Kyle Baker – Franklin

Justin Ligocki – Franklin

Mike Dretzka – UPI

Andy Ashley – Clark Dietz – Note Taker

2) Approve Previous Meeting Notes

Minutes from 9/11 - **Approved**

3) Project Snapshot

○ First day of work -	8/22/24
○ Substantial Completion Date -	7/17/2024 (Co 1: 11/1/2024)
○ Ready for Final Payment	7/31/2024 (Co 1: 11/15/2024)
○ Original Contract Amount -	\$1,415,839.00
○ Change Orders to Date -	0
○ Current Contract Amount -	\$1,415,839.00
○ 0005FR01 MMSD Funding Agreement Amount -	\$1,605,000.00
○ Completed and Stored through Pay App. #1 -	\$0.00 (0%)

4) Schedule

- Schedule Update
- **Mobilizing Saw cutting tomorrow for next neighborhood.**
- **Concrete sub will start Monday or Tuesday next week.**
 - **Kyle to mark out removals ahead of time.**

5) Coordination with residents or other entities

- ROE received from 7843 83rd Street and added into the project.
- Others: **None**



6) Traffic Safety / Road Closures

- Coordinate with Kevin (DPW) when bringing materials to the site for staging.
 - Contractor request to stage materials on the east end of the cul de sac of Gloden Lake Ct. DPW said this acceptable.
- Franklin DPW is currently paving Puetz Rd. No construction traffic shall use Puetz.
 - St Martins Rd to Elm Ct to 89th to access Golden Laken Lakes Way.
 - Clarification needed on if we are allowed to cross on Mon, Tues, Wed next week while they are paving. Kyle to follow up with Kevin.
 - Need Payne and Dolan's schedule for timing and how long we are supposed to stay off after its paved.
 - UPI mentioned the possibility of using a small 5-ton truck if allowed or pulling off and not working those days if there is no other option.

7) Progress Payments

- Pay Application 1 – (\$164,185.00)
 - Waiting for funding agency signature on CO1
- There may have been unaccounted for pipe LF on pay application 1. Quantity will be resolved and addressed on Pay Application 2.

8) Project Issues

- Inspector Requirements
 - Plumbing Inspector: Justin Ligocki
JLigocki@franklinwi.gov
414-425-0084
 - Check valves – expected locations:
 - 7649 S. 83rd St.
 - 8835 W. Silverwood Ct.
 - 8705 W. Travis Ct.
 - Pipe depth – 2.5ft depth minimum so insulation not required.
 - Tracer wire – part of submittal package for private side
 - Coring into back of inlets
 - There are at least two beehive grates that the City wants swapped out for flat grates. Mike to reach out to Neenah for options and Franklin DPW will check to see if they have anything that will work at their shop.
 - Noted to check the next subdivision incase there are more casting that will need to be swapped.
 - Beehive grates were a special order and if UPI replaces them, it will be an additional cost.

9) Change Orders

- Change Order 1 pending.
 - Decrease of \$95,490.00
 - New Contract price: \$1,320,349.00
 - Updated Contract Completion Dates
 - Expected approval with pay application 1
 - Need funding agency signature
- Future/Pending
 - Addition and Subtraction of properties to the project.

10) Safety

- Work Site Safety
 - Contractor primary safety contact:
Mike Dretzka Project Manager 262-894-2604 Mobile
 24 hr Emergency Contact Mike@upiconstruction.com
 - Secondary Contact
Norb Dretzka Superintendent 262-894-2605 Mobile
- Reminder for trucks to slow down and be cautious of residents traveling in and out of the neighborhood.
- Accidents / Emergency Incidents
 - None

11) Open Discussion/Miscellaneous

- Next progress meeting will be Wednesday, September 25th, 2024 at 9:00 a.m.
Location: TBD
- Meeting on Oct 2nd will be cancelled



Weekly Inspection Report

CDI Project Number: F05224001
Project Name: 2024 PPII Sump Pump Project
Substantial completion Date: November 11th, 2024
Final Pavement: November 29th, 2024

Weekly Report Prepared by: Clark Dietz
Week ending: September 20th, 2024

Progress This Week – All New sump connections

- 7649 S 83RD ST
- 7625 S 83RD ST
- 7613 S 83RD ST
- 7637 S 83RD ST
- 8254 W SOUTHVIEW DR
- 8811 W SILVERWOOD CT
- 8819 W SILVERWOOD CT
- 8843 W SILVERWOOD CT
- 8851 W SILVERWOOD CT
- 8835 W SILVERWOOD CT
- 8842 W SILVERWOOD CT
- 8830 W SILVERWOOD CT

Additional Comments

- Starting second neighborhood with pipe.
- Starting Concrete Crews in first neighborhood.

2024 PPII Sump Pump Project - Progress Meeting **Minutes**

Wednesday, September 25, 2024 @ 9:00 AM

Lake Pointe Drive and Golden Lakes Way

1) Attendance

Kelly Hersh - Franklin
Kyle Baker - Franklin
Justin Ligoeki - Franklin
Becky Specht - MMSD
Mike Dretzka - UPI
CJ Beyer - Clark Dietz
Andy Ashley - Clark Dietz - Note Taker

2) Approve Previous Meeting Notes

Minutes from 9/18 - **Approved**

3) Project Snapshot

○ First day of work -	8/22/24
○ Substantial Completion Date -	11/1/2024)
○ Ready for Final Payment	11/15/2024)
○ Original Contract Amount -	\$1,415,839.00
○ Change Orders to Date -	1
○ Current Contract Amount -	\$1,320,349.00
○ 0005FR01 MMSD Funding Agreement Amount -	\$1,605,000.00
○ Completed and Stored through Pay App. #1 -	\$164,185.00 (12%)

4) Schedule

- Schedule Update
 - Concrete work is being completed today for the first neighborhood. Driveways will open back up on Monday.
 - Hoping to have all pipe in the ground by Oct 3rd.
 - Trying to avoid needing to work when trick or treat is happening
 - Trick or treat is Oct 26th.

5) Coordination with residents or other entities

- Others: **None**



6) Traffic Safety / Road Closures

- Franklin DPW is currently paving Puetz Rd. No construction traffic shall use Puetz.
 - St Martins Rd to Elm Ct to 89th to access Golden Laken Lakes Way.
 - May have some conflicts with hauling due to paving on Friday 9/27. Update?

Kyle to follow up and check in with paving schedule and provide updates if necessary. Seems like mid-day Friday may be the only access issue with hauling.

7) Progress Payments

- Pay Application 1 – (\$164,185.00)
 - There may have been unaccounted for pipe LF on pay application 1. Quantity will be resolved and addressed on Pay Application 2.
 - Measurement and Payment. This item will be paid for at the contract unit price per lineal foot of storm sewer lateral as acceptably installed. Lineal footage of laterals shall be measured as the full length of 6-Inch pipe, including wye fitting, bends and fittings, from five (5) feet of private sump pump connection (private residence) to inside edge of main or structure. The price shall include the cost of all excavation, bedding, cover, dewatering, furnishing and installing storm sewer lateral pipe and fittings, temporary plywood, granular backfill and compaction of lean concrete mix backfill material, removal, hauling, and disposal of waste material, and televising after completion.
- There may be some unused structures from homes dropping out that will need to be compensated if we don't end up using them.
 - Talk about possibility of using the structures for next year's PPII project. Kyle to check with Kevin at DPW to see if they can store the unused structures until they can be used for a future project.
- Pay Application 2 – TBD Will cut off quantities for PA2 this Friday.

8) Project Issues

- Inspector Requirements
 - Plumbing Inspector: Justin Ligocki
JLigocki@franklinwi.gov
414-425-0084
 - Check valves – expected locations:
 - 7649 S. 83rd St.
 - 8835 W. Silverwood Ct.
 - 8705 W. Travis Ct.
 - Pipe depth – 2.5ft depth minimum so insulation not required.
 - Tracer wire – part of submittal package for private side
 - Coring into back of inlets

- Beehive grate to flat grate update?
 - Mike to provide price to supply and install flat top castings. City to keep Beehives as inventory.
 - Switching to flat tops will be a City expense. MMSD will only pay for one casting.

9) Change Orders

- Change Order 1 pending.
 - Decrease of \$95,490.00
 - New Contract price: \$1,320,349.00
 - Updated Contract Completion Dates
 - Expected approval with pay application 1
 - Need funding agency signature
- Future/Pending
 - Addition and Subtraction of properties to the project.

10) Safety

- Work Site Safety
 - Contractor primary safety contact:
Mike Dretzka Project Manager 262-894-2604 Mobile
 24 hr Emergency Contact Mike@upiconstruction.com
 - Secondary Contact
Norb Dretzka Superintendent 262-894-2605 Mobile
- Reminder for trucks to slow down and be cautious of residents traveling in and out of the neighborhood. No issues since bring it up last meeting.
- Accidents / Emergency Incidents
 - None

11) Open Discussion/Miscellaneous

- Next progress meeting will be Wednesday, October 9th 25th, 2024 at 9:00 a.m.
Location: TBD
- Meeting next week (Oct 2nd) will be cancelled.
- Becky asked for lessons learned as we approach end of project. Items discussed were:
 - Future use to cost benefit for laying 4" pipe compared to 6" pipe.
 - 7" wall thickness for structures seems overkill. Consider 5" wall thickness.
 - Flat top grates and no beehive grates. Possibly swap out structures all together to replace with cleanouts.
 - Have residents provide proof of check valve installation.



Weekly Inspection Report

CDI Project Number: F05224001
Project Name: 2024 PPII Sump Pump Project
Substantial completion Date: November 11th, 2024
Final Pavement: November 29th, 2024

Weekly Report Prepared by: Clark Dietz
Week ending: September 26th, 2024

Progress This Week – All New sump connections

- 8780 W LAKE POINTE DR
- 8476 S GOLDEN LAKE WAY
- 8490 S GOLDEN LAKE WAY
- 8720 W LAKE POINTE DR
- 8596 W LAKE POINTE DR
- 8590 W LAKE POINTE DR
- 8490 W LAKE POINTE DR
- 8621 W LAKE POINTE DR
- 8510 W LAKE POINTE DR

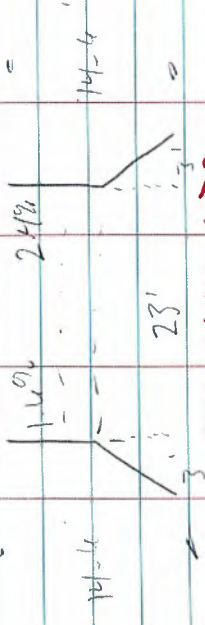
Additional Comments

None

4861 MARQUETTE

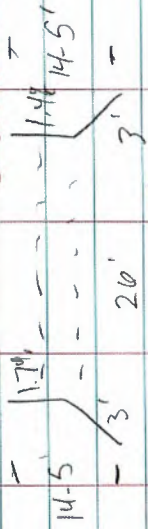
7531 50TH CT

7435 50TH



0026 MISSION DR

7713 WEEPING WILLOW



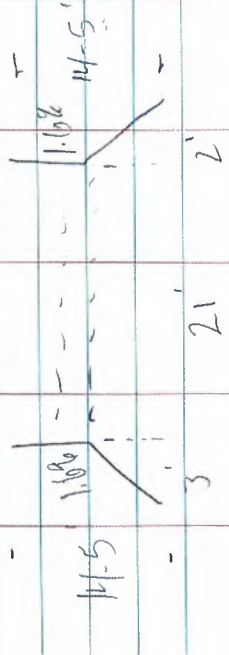
9519 BERGAMONT

1211 PARKVIEW

WATERMAIN SPECIAL ASSESS.

COVERS LAKE

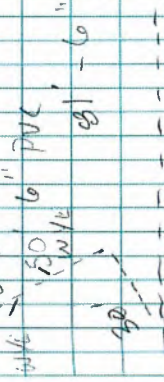
7548 50TH CT



8801 WHISPERING OAKS

HOUSE FRONT

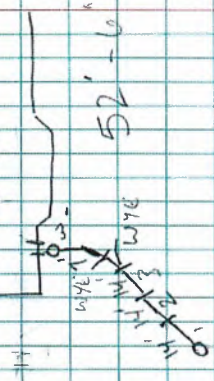
WHISPERING OAKS CT



8784 WHISPERING OAKS

HOUSE FRONT

WHISPERING OAKS CT



8802 WHISPERING OAKS

HOUSE FRONT

WHISPERING OAKS

50' - 60'

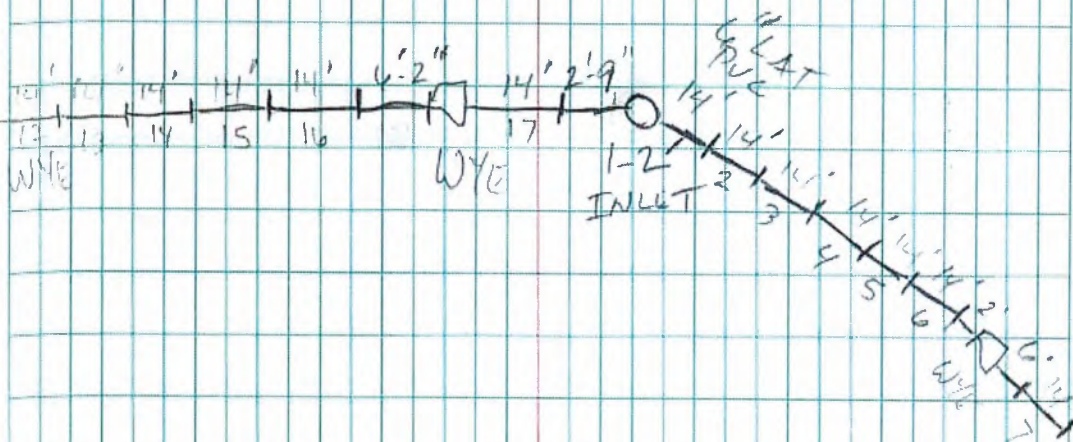
8804 WHISPERING OAKS

HOUSE FRONT

WHISPERING OAKS

47' - 60'

WYE 47'

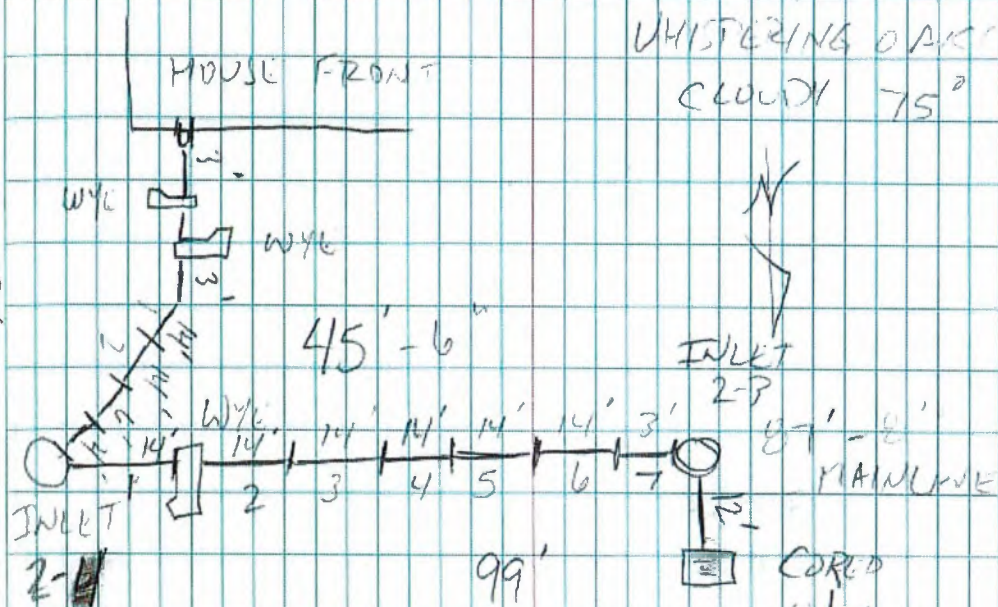


82°

8761 WHISPERING OAKS

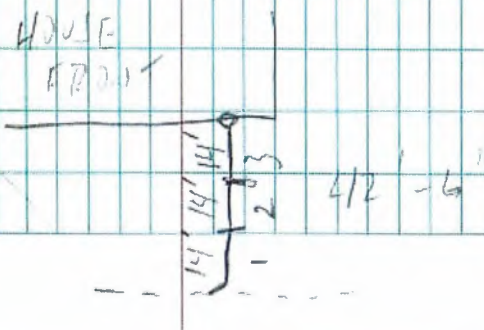
8 | 23 | 24

WHISTERING ORANGE
CLOUDY 75°



8729 WHISTLING OAKS

COR'D
8/26
11:10 AM



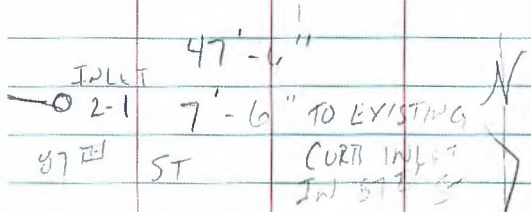
87TH ST

8/29/24

87TH ST

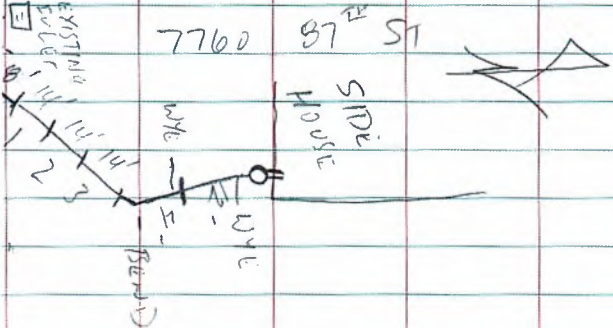
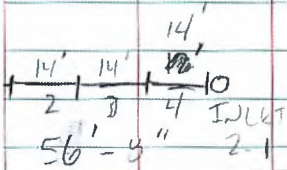
CLOUDY 70

FRONT



USE FRONT

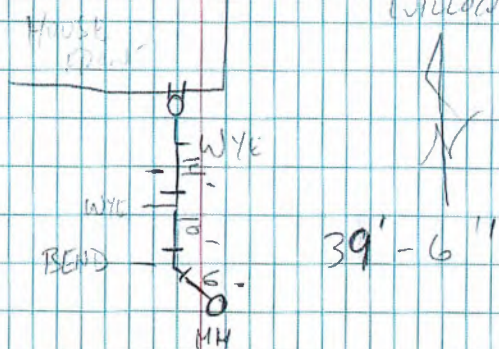
52'-6"



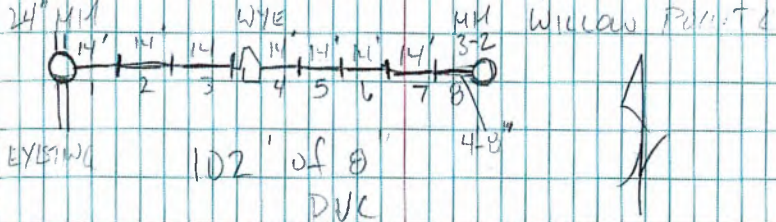
8840 WILLOW POINT

8/29/24

WILLOW POINT

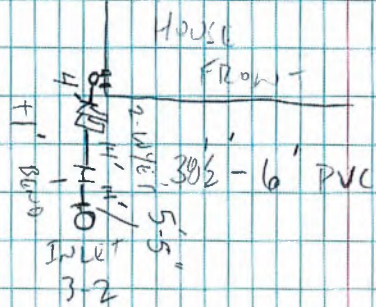


SUNNY 70 9/3/24



9/3/24

8916 WILLOW POINT

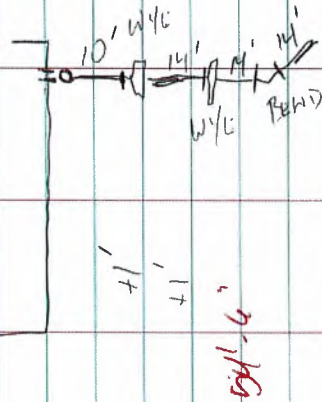


$$\frac{9}{13} / \frac{12}{19}$$

Wood

21.5.16

House First



2016-6-3

9/3/24

8643 Willow Point.

61

3

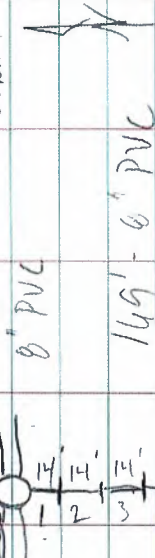
57 - 6

0573 WILLOW POINT

EXISTING 7/11

9/4/24

500000


$$\frac{1}{2} + \frac{1}{2}$$

INLET 5-3 1:30 PM

8801 WHISPERING OAKS
 81'-6" PVC
 8784 WHISPERING OAKS
 52'-6" PVC
 8802 WHISPERING OAKS
 50'-6" PVC
 8836 WHISPERING OAKS
 47'-6" PVC
 8850 WHISPERING OAKS
 140'-6" PVC
 8820 WHISPERING OAKS
 48'-6" PVC
 8741 WHISPERING OAKS
 45'-6" PVC
 8729 WHISPERING OAKS
 42'-6" PVC
 7732 87th ST
 47'-6" / 7'-6" PVC
 7744 87th ST
 52'-6" PVC
 7766 87th ST
 70'-6" PVC
 8840 Willow Pointe
 39'-4" PVC
 8814 Willow Pointe
 38'-6" PVC

8519 Willow Pointe
 9/4/24
 Sunny 75°
 HOUSE
 FRONT
 WYE
 1 1/2" WYE
 2 1/2" WYE
 3 1/2" WYE
 MAINLINE
 8515 Willow Pointe
 9/4/24
 Sunny 75°
 HOUSE
 FRONT
 WYE
 1 1/2" WYE
 2 1/2" WYE
 3 1/2" WYE
 28'-6" PVC - 5.3
 COMPLETE TO
 8523 Willow Pointe
 9/5/24
 Sunny 60°
 HOUSE
 FRONT
 WYE
 1 1/2" WYE
 2 1/2" WYE
 3 1/2" WYE
 53'-6" PVC
 BLEND
 46' 14"

8832 WILLOW POINTE

54' - 6" PVC

8843 WILLOW POINTE

57' - 6" PVC

INLET 1-1 TO 1-2

250' - 8" PVC

INLET 2-3 TO 2-4

87' - 8" PVC

12' - 8" PVC TO EXISTING INLET

INLET 2-1 TO 2-2

56' - 8" PVC

EXISTING MH TO MH 3-2

102' - 8" PVC

SET 9/5

10:10 AM

9/5/24

SUNNY 65

INLET 5-2

113' of 8" PVC

5-3

HOUSE

FRONT

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

8501 WILLOW POINTE

HOUSE

FRONT

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

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WYE

WYE

WYE

WYE

8507 WILLOW POINTE

HOUSE

FRONT

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

WYE

13' - 8" PVC SUMP 600

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

EXISTING INLET

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EXISTING INLET

EXISTING INLET

9/6/24

9/6/24

9/6/24

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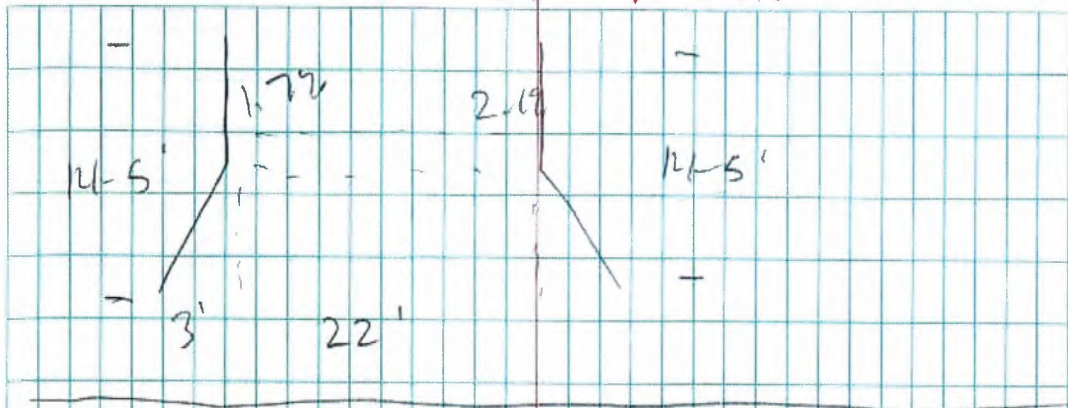
9/6/24

9/6/24

9/6/24

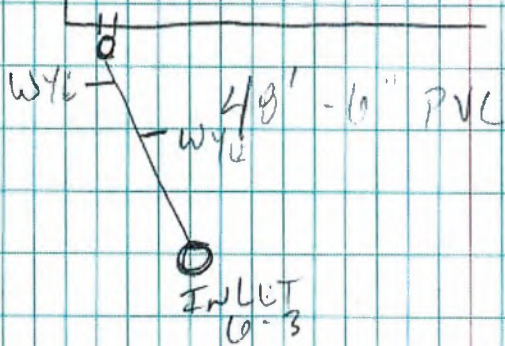
9/6/24

7555 50TH CT 10:30AM



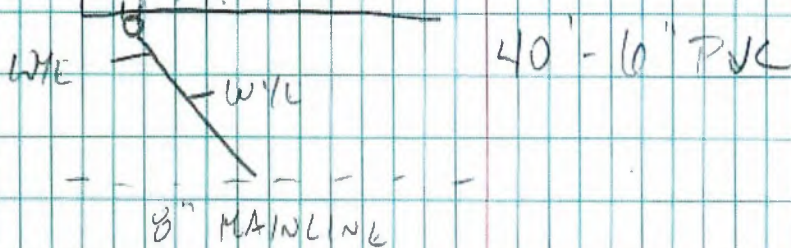
7718 WILLOW POINTE CT
HOUSE
FRONT

9/9/24
SUNNY 70°



7724 WILLOW POINTE CT
HOUSE
FRONT

9/9/24
SUNNY 80°



APPENDIX B

CONSULTANT COSTS

Reimbursement	Consultant Services
#1	\$ 142,454.58
#2	\$ 70,871.25
Totals	\$ 213,325.83

Reimbursement	Invoice	Invoice Date	Invoice Total
1	437354	4/12/2023	2,500.00
	437415	5/10/2023	7,985.00
	437820	6/7/2023	6,225.00
	438169	7/12/2023	19,594.21
	438436	8/9/2023	22,922.87
	438919	10/11/2023	44,060.00
	439184	11/8/2023	25,581.25
	439505	12/6/2023	13,586.25
	Total		142,454.58
2	438717	9/6/2023	37,812.50
	439771	1/10/2024	11,137.50
	440029	2/7/2024	836.25
	440328	3/6/2024	595.00
	440584	4/10/2024	765.00
	440813	5/8/2024	2,210.00
	441442	7/10/2024	340.00
	441754	8/7/2024	8,325.00
	442227	9/11/2024	8,850.00
	Total		70,871.25



Engineering Quality of Life



September 6, 2023

Project No: F0520040

Invoice No: 438717

Mr. Glen Morrow, PE
City Engineer
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: Franklin 2023 PPII Sump Drain Collection

Professional Services rendered for the period July 29, 2023 to August 25, 2023 for the above referenced project

Phase 10 Outreach and consent management

Labor

	Hours	Rate	Amount	
Engineer 7				
Emir, Mustafa	2.00	230.00	460.00	
Totals	2.00		460.00	
Total Labor				460.00
			Total this Phase	\$460.00

Phase 20 Field ID of sump locations

Labor

	Hours	Rate	Amount	
Intern				
Voegeli, Brandyn	14.00	85.00	1,190.00	
Totals	14.00		1,190.00	
Total Labor				1,190.00
			Total this Phase	\$1,190.00

Phase 30 Design and Bidding

Labor

	Hours	Rate	Amount	
Engineer 7				
Emir, Mustafa	4.00	230.00	920.00	
Engineer 5				
Foley, Thomas	.50	200.00	100.00	
Engineer 4				
Ashley, Andrew	3.00	170.00	510.00	
Beyer, Christopher	25.00	170.00	4,250.00	
Engineer 2				
Ross, Adam	39.00	140.00	5,460.00	
Design Tech 5				
Sharp, Owen	4.25	170.00	722.50	

Project	F0520040	Franklin - 2023 PPII Sump Drain Collect			Invoice	438717
Design Tech 3						
Carlson, Devin		20.00	140.00	2,800.00		
Totals		95.75		14,762.50		
Total Labor					14,762.50	
				Total this Phase	\$14,762.50	

Phase	ZZZSUB	Subconsultant Fees				
Consultants						
Baxter & Woodman				21,400.00		
Total Consultants				21,400.00	21,400.00	
				Total this Phase	\$21,400.00	
Billing Limits		Current	Prior	To-Date		
Total Billings		37,812.50	59,227.08	97,039.58		
Limit				226,440.00		
Remaining				129,400.42		
				Total this Invoice	\$37,812.50	
Billings to Date						
		Current	Prior	Total		
Labor		16,412.50	29,213.75	45,626.25		
Consultant		21,400.00	30,013.33	51,413.33		
Totals		37,812.50	59,227.08	97,039.58		



Christopher Beyer
Clark Dietz, Inc.
625 57th Street, 6th Floor
Kenosha, WI 53140

August 21, 2023
Project No: 0220603.40
Invoice No: 0249395

Client ID FKLIN

Total This Invoice: \$21,400.00

Client Manager Douglas Snyder
Project Manager Jonathan Steinbach
Project 0220603.40 City of Franklin PPII for Sewersheds FR2005, FR2006 & FR2012

Deliverable	TASK 2	Assessment of Existing Sump Pump Discharges	Hours	Rate	Amount
Professional Services					
Engineering					
Engineer IV					
	Steinbach, Jonathan	8/8/2023	2.00	185.00	370.00
	Steinbach, Jonathan	8/9/2023	1.00	185.00	185.00
Office & Administration					
Engineering Intern					
	Perez, Juliet	8/1/2023	3.50	70.00	245.00
	Perez, Juliet	8/3/2023	4.50	70.00	315.00
	Totals		11.00		1,115.00
	Total Labor				1,115.00
Total this Deliverable					\$1,115.00

Deliverable	TASK 3	Design of Sump Discharge Collection Drains	Hours	Rate	Amount
Professional Services					
Engineering					
Engineer IV					
	Steinbach, Jonathan	7/17/2023	4.75	185.00	878.75
	Steinbach, Jonathan	7/18/2023	5.25	185.00	971.25
	Steinbach, Jonathan	7/19/2023	7.25	185.00	1,341.25
	Steinbach, Jonathan	7/20/2023	5.25	185.00	971.25
	Steinbach, Jonathan	7/27/2023	1.00	185.00	185.00
	Steinbach, Jonathan	7/28/2023	3.50	185.00	647.50
	Steinbach, Jonathan	7/31/2023	5.25	185.00	971.25
	Steinbach, Jonathan	8/1/2023	6.75	185.00	1,248.75
	Steinbach, Jonathan	8/2/2023	7.50	185.00	1,387.50
	Steinbach, Jonathan	8/8/2023	4.75	185.00	878.75
	Steinbach, Jonathan	8/9/2023	6.75	185.00	1,248.75
	Steinbach, Jonathan	8/10/2023	5.25	185.00	971.25

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197 6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459 1260 with questions on this invoice.

Project	0220603.40	FKLIN City of Franklin PPII			Invoice	0249395
Steinbach, Jonathan	8/11/2023	2.00	185.00		370.00	
Office & Administration						
Engineering Intern						
Perez, Juliet	7/17/2023	8.75	70.00		612.50	
Perez, Juliet	7/18/2023	8.75	70.00		612.50	
Perez, Juliet	7/19/2023	8.75	70.00		612.50	
Perez, Juliet	7/24/2023	8.75	70.00		612.50	
Perez, Juliet	7/25/2023	4.75	70.00		332.50	
Perez, Juliet	7/27/2023	4.75	70.00		332.50	
Perez, Juliet	7/28/2023	5.00	70.00		350.00	
Perez, Juliet	7/31/2023	5.75	70.00		402.50	
Totals		120.50			15,938.75	
Total Labor						15,938.75
				Total this Deliverable		\$15,938.75

Deliverable	TASK 4	Design Documentaion and Reporting to MMSD			
Professional Services					
		Hours	Rate	Amount	
CADD					
Engineer Tech I					
Harvey, Nathan	7/24/2023	8.75	95.00	831.25	
Harvey, Nathan	7/25/2023	8.25	95.00	783.75	
Harvey, Nathan	7/26/2023	8.75	95.00	831.25	
Harvey, Nathan	7/27/2023	8.75	95.00	831.25	
Harvey, Nathan	7/28/2023	5.00	95.00	475.00	
Harvey, Nathan	7/31/2023	6.25	95.00	593.75	
Totals		45.75		4,346.25	
Total Labor					4,346.25
				Total this Deliverable	\$4,346.25

Contract Billing Limits	Current	Prior	To-Date
Total Billings	21,400.00	30,013.33	51,413.33
Engineers' Fee			95,000.00
Remaining			43,586.67
		Total this Invoice	\$21,400.00

Outstanding Invoices			
Number	Date	Balance	
0248039	6/27/2023	12,169.21	
0248360	7/25/2023	17,844.12	
Total		30,013.33	

Billings to Date			
	Current	Prior	Total
Labor	21,400.00	29,913.75	51,313.75
Unit	0.00	99.58	99.58
Totals	21,400.00	30,013.33	51,413.33

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459.1260 with questions on this invoice



Engineering Quality of Life



January 10, 2024

Project No: F0520040

Invoice No: 439771

Mr. Glen Morrow, PE
City Engineer
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: Franklin 2023 PPII Sump Drain Collection

Professional Services rendered for the period November 25, 2023 to December 31, 2023 for the above referenced project

Phase	000030	Design and Bidding			
Labor					
			Hours	Rate	Amount
Engineer 4					
Ashley, Andrew			2.00	170.00	340.00
Beyer, Christopher			44.00	170.00	7,480.00
Engineer 2					
Tkachuk, Tania			9.00	140.00	1,260.00
Totals			55.00		9,080.00
Total Labor					9,080.00
Total this Phase					\$9,080.00

Phase	00MMSD	MMSD Reimbursement			
Labor					
			Hours	Rate	Amount
Engineer 4					
Beyer, Christopher			4.50	170.00	765.00
Clerical					
Klienmeyer, Michele			1.00	90.00	90.00
Totals			5.50		855.00
Total Labor					855.00
Total this Phase					\$855.00

Phase	ZZZSUB	Subconsultant Fees			
Consultants					
Baxter & Woodman					1,202.50
Total Consultants				1,202.50	1,202.50
Total this Phase					\$1,202.50

Project	F0520040	Franklin - 2023 PPII Sump Drain Collect		Invoice	439771
Billing Limits		Current	Prior	To-Date	
Total Billings		11,137.50	180,267.08	191,404.58	
Limit				226,440.00	
Remaining				35,035.42	
			Total this Invoice		\$11,137.50

Billings to Date

	Current	Prior	Total
Labor	9,935.00	107,131.25	117,066.25
Consultant	1,202.50	73,135.83	74,338.33
Totals	11,137.50	180,267.08	191,404.58

Billing Backup

Thursday, January 4, 2024

Clark Dietz, Inc.

Invoice 439771 Dated 1/10/2024

2:09:27 PM

Phase 000030 Design and Bidding

Labor

			Hours	Rate	Amount
Engineer 4					
A15	Ashley, Andrew	11/28/2023	2.00	170.00	340.00
B65	Beyer, Christopher	11/27/2023	3.50	170.00	595.00
	Contractor Bidding Questions				
B65	Beyer, Christopher	11/28/2023	4.00	170.00	680.00
	Addendum 1				
B65	Beyer, Christopher	11/30/2023	4.00	170.00	680.00
	Addendum 1				
B65	Beyer, Christopher	12/1/2023	2.50	170.00	425.00
	Bid Opening Preparation				
B65	Beyer, Christopher	12/4/2023	4.00	170.00	680.00
	Attend Bid Opening				
B65	Beyer, Christopher	12/5/2023	3.00	170.00	510.00
	Bid Tab Analysis and Funding				
B65	Beyer, Christopher	12/7/2023	1.00	170.00	170.00
	Talk to Apparent Low Bidder				
B65	Beyer, Christopher	12/8/2023	2.00	170.00	340.00
	Talk to Apparent Low Bidder				
B65	Beyer, Christopher	12/11/2023	2.00	170.00	340.00
	award recommendation				
B65	Beyer, Christopher	12/13/2023	4.00	170.00	680.00
	meeting with lowest apparent bidder				
B65	Beyer, Christopher	12/14/2023	4.00	170.00	680.00
	Ammending Funding agreement with low bid				
B65	Beyer, Christopher	12/15/2023	2.00	170.00	340.00
	recommending award				
B65	Beyer, Christopher	12/18/2023	1.00	170.00	170.00
	Change Order				
B65	Beyer, Christopher	12/19/2023	3.00	170.00	510.00
	Competetive Fund Application Documents				
B65	Beyer, Christopher	12/20/2023	3.00	170.00	510.00
	Competetive Fund Application Documents				
B65	Beyer, Christopher	12/22/2023	1.00	170.00	170.00
	Design Workload discussion with BW				
Engineer 2					
T33	Tkachuk, Tania	12/4/2023	2.00	140.00	280.00
T33	Tkachuk, Tania	12/14/2023	4.00	140.00	560.00
	Bid tab, number adjustments				
T33	Tkachuk, Tania	12/15/2023	1.00	140.00	140.00
	Bid tab, number adjustments				
T33	Tkachuk, Tania	12/26/2023	2.00	140.00	280.00
	Competitive funding document				
	Totals		55.00		9,080.00
	Total Labor				9,080.00
	Total this Phase				\$9,080.00

Project	F0520040	Franklin - 2023 PPII Sump Drain Collect	Invoice	439771	
Phase	00MMSD	MMSD Reimbursement			
Labor					
			Hours	Rate	Amount
Engineer 4					
B65	Beyer, Christopher	12/5/2023	1.00	170.00	170.00
	Billings				
B65	Beyer, Christopher	12/6/2023	1.00	170.00	170.00
	Billings				
B65	Beyer, Christopher	12/15/2023	1.00	170.00	170.00
	Assiting City uploading requirements				
B65	Beyer, Christopher	12/19/2023	1.00	170.00	170.00
	Sub Invoices				
B65	Beyer, Christopher	12/28/2023	.50	170.00	85.00
	Baxter Woodman Invoices				
Clerical					
C39	Klienmeyer, Michele	12/4/2023	1.00	90.00	90.00
	Totals		5.50		855.00
	Total Labor				855.00
				Total this Phase	\$855.00
Phase	ZZZSUB	Subconsultant Fees			
Consultants					
Baxter & Woodman					
AP 148530	12/19/2023	Baxter & Woodman		1,202.50	
	Total Consultants			1,202.50	1,202.50
				Total this Phase	\$1,202.50
				Total this Project	\$11,137.50
				Total this Report	\$11,137.50



Christopher Beyer
Clark Dietz, Inc.
625 57th Street, 6th Floor
Kenosha, WI 53140

December 19, 2023
Project No: 0220603.40
Invoice No: 0253963

Client ID FKLIN

Total This Invoice: \$1,202.50

Client Manager Douglas Snyder
Project Manager Jonathan Steinbach
Project 0220603.40 City of Franklin PPII for Sewersheds FR2005, FR2006 & FR2012

Deliverable TASK 3 Design of Sump Discharge Collection Drains

Professional Services

			Hours	Rate	Amount	
Office & Administration						
Engineer IV						
	Steinbach, Jonathan	11/13/2023	2.50	185.00	462.50	
	Steinbach, Jonathan	12/5/2023	1.00	185.00	185.00	
	Steinbach, Jonathan	12/6/2023	2.00	185.00	370.00	
	Steinbach, Jonathan	12/8/2023	1.00	185.00	185.00	
	Totals		6.50		1,202.50	
	Total Labor					1,202.50
Total this Deliverable						\$1,202.50

Contract Billing Limits

	Current	Prior	To-Date
Total Billings	1,202.50	73,135.83	74,338.33
Engineers' Fee			95,000.00
Remaining			20,661.67
Total this Invoice			\$1,202.50

Outstanding Invoices

Number	Date	Balance
0251593	10/24/2023	3,561.25
0252567	11/20/2023	7,816.25
Total		11,377.50

Billings to Date

	Current	Prior	Total
Labor	1,202.50	73,036.25	74,238.75
Unit	0.00	99.58	99.58
Totals	1,202.50	73,135.83	74,338.33

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459.1260 with questions on this invoice.

Project Detail

Tuesday, December 19, 2023

11:26:59 AM

Baxter & Woodman, Inc.

Transactions for 11/12/2023 through 12/9/2023

Estimate Overhead

Total
Hours

Project Number: 0220603.40 FKLIN City of Franklin PPII

Deliverable Id: OVRBUD Overbudget

Subdeliverable Number: OVER Overbudget

Deliverable Id: TASK 1 Project Outreach & Communication with Re

Deliverable Id: TASK 2 Assessment of Existing Sump Pump Dischar

Deliverable Id: TASK 3 Design of Sump Discharge Collection Drai

Labor

90000 Office & Administration

B 1733 Steinbach, Jonathan 11/13/2023 2.50

Correspond on, prepare and forward utility contact information to Clark Dietz. Download bid documents and update files.

B 1733 Steinbach, Jonathan 12/5/2023 1.00

Project meeting with CJ.

B 1733 Steinbach, Jonathan 12/6/2023 2.00

Review budgets and remaining scope items per CJ's. Review unbilled work in system. Project remaining work under current contract.

B 1733 Steinbach, Jonathan 12/8/2023 1.00

Correspond with CJ on budget and remaining work/steps.

Total for 1733 6.50

Total for Office & Administration 6.50

Total for Labor 6.50

Total for TASK 3 6.50

Deliverable Id: TASK 4 Design Documentaion and Reporting to MMS

Total for 0220603.40 6.50



Engineering Quality of Life



February 7, 2024

Project No: F0520040

Invoice No: 440029

Mr. Glen Morrow, PE
City Engineer
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: Franklin 2023 PPII Sump Drain Collection

Professional Services rendered for the period January 1, 2024 to January 26, 2024 for the above referenced project

Phase 000030 Design and Bidding

Labor

	Hours	Rate	Amount
Engineer 2			
Tkachuk, Tania	.50	140.00	70.00
Totals	.50		70.00
Total Labor			70.00
Total this Phase			\$70.00

Phase 00MMSD MMSD Reimbursement

Labor

	Hours	Rate	Amount
Engineer 4			
Beyer, Christopher	2.00	170.00	340.00
Totals	2.00		340.00
Total Labor			340.00
Total this Phase			\$340.00

Phase ZZZSUB Subconsultant Fees

Consultants

Baxter & Woodman			426.25
Total Consultants			426.25
Total this Phase			\$426.25

Billing Limits	Current	Prior	To-Date
Total Billings	836.25	191,404.58	192,240.83
Limit			226,440.00
Remaining			34,199.17

Total this Invoice \$836.25

Project	F0520040	Franklin - 2023 PPII Sump Drain Collect	Invoice	440029
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Billings to Date

	Current	Prior	Total
Labor	410.00	117,066.25	117,476.25
Consultant	426.25	74,338.33	74,764.58
Totals	836.25	191,404.58	192,240.83

Billing Backup

Thursday, February 1, 2024

Clark Dietz, Inc.

Invoice 440029 Dated 2/7/2024

1:31:05 PM

Phase 000030 Design and Bidding

Labor

			Hours	Rate	Amount	
	Engineer 2					
T33	Tkachuk, Tania	1/2/2024	.50	140.00	70.00	
	competitive funding document					
	Totals		.50		70.00	
	Total Labor					70.00

Total this Phase \$70.00

Phase 00MMSD MMSD Reimbursement

Labor

			Hours	Rate	Amount	
	Engineer 4					
B65	Beyer, Christopher	1/2/2024	1.00	170.00	170.00	
	Reimbursement Documents (Baxter/CDI)					
B65	Beyer, Christopher	1/3/2024	1.00	170.00	170.00	
	Additional Reimbursement Documents to MMSD					
	Totals		2.00		340.00	
	Total Labor					340.00

Total this Phase \$340.00

Phase ZZZSUB Subconsultant Fees

Consultants

Baxter & Woodman						
AP 148867	1/27/2024	Baxter & Woodman			426.25	
	Total Consultants				426.25	426.25

Total this Phase \$426.25

Total this Project \$836.25

Total this Report \$836.25



Christopher Beyer
Clark Dietz, Inc.
625 57th Street, 6th Floor
Kenosha, WI 53140

January 22, 2024
Project No: 0220603.40
Invoice No: 0254536

Client ID FKLIN

Total This Invoice: \$426.25

Client Manager Douglas Snyder
Project Manager Jonathan Steinbach
Project 0220603.40 City of Franklin PPII for Sewersheds FR2005, FR2006 & FR2012

Deliverable	TASK 2	Assessment of Existing Sump Pump Discharges			
Professional Services					
			Hours	Rate	Amount
Office & Administration					
Engineer IV					
Steinbach, Jonathan	12/19/2023		.50	195.00	97.50
Totals			.50		97.50
Total Labor					97.50
Total this Deliverable					\$97.50

Deliverable	TASK 3	Design of Sump Discharge Collection Drains			
Professional Services					
			Hours	Rate	Amount
Office & Administration					
Engineer IV					
Steinbach, Jonathan	12/14/2023		1.00	185.00	185.00
Steinbach, Jonathan	12/15/2023		.25	185.00	46.25
Steinbach, Jonathan	1/4/2024		.50	195.00	97.50
Totals			1.75		328.75
Total Labor					328.75
Total this Deliverable					\$328.75

Contract Billing Limits	Current	Prior	To-Date
Total Billings	426.25	74,338.33	74,764.58
Engineers' Fee			95,000.00
Remaining			20,235.42
Total this Invoice			\$426.25

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459.1260 with questions on this invoice.

Project	0220603 40	FKLIN City of Franklin PPII	Invoice	0254536
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Billings to Date

	Current	Prior	Total
Labor	426 25	74,238 75	74,665 00
Unit	0 00	99 58	99 58
Totals	426.25	74,338.33	74,764.58

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815 459.1260 with questions on this invoice

Project Detail

Monday, January 22, 2024

4:55:26 PM

Baxter & Woodman, Inc.

Job-to-Date through 1/31/2024

			Regular Hours	Total Ovt Hrs	Total Hours
Project Number: 0220603.40 FKLIN City of Franklin PPII					
Deliverable Id: OVRBUD Overbudget					
Subdeliverable Number: OVER Overbudget					
Deliverable Id: TASK 1 Project Outreach & Communication with Re					
Deliverable Id: TASK 2 Assessment of Existing Sump Pump Dischar					
Labor					
90000	B	1733 Steinbach, Jonathan 12/19/2023	.50		.50
		Invoice follow up. Correspond with Becky.			
Total for TASK 2			.50		.50
Deliverable Id: TASK 3 Design of Sump Discharge Collection Dral					
Labor					
90000	B	1733 Steinbach, Jonathan 12/14/2023	1.00		1.00
		Invoice status follow up. Messages and calls with CJ and Becky. Accounting discussion.			
90000	B	1733 Steinbach, Jonathan 12/15/2023	.25		.25
		Review invoice information from accounting.			
90000	B	1733 Steinbach, Jonathan 1/4/2024	.50		.50
		Invoicing follow up. Correspond with CJ and Becky. Assemble reports for MMSD.			
Total for Labor			1.75		1.75
Total for TASK 3			1.75		1.75
Deliverable Id: TASK 4 Design Documentaion and Reporting to MMS					
Total for 0220603.40			2.25		2.25



Engineering Quality of Life



March 6, 2024

Project No: F0520040

Invoice No: 440328

Mr. Glen Morrow, PE
City Engineer
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: Franklin 2023 PPII Sump Drain Collection

Professional Services rendered for the period January 27, 2024 to February 23, 2024 for the above referenced project

Phase 000030 Design and Bidding

Labor

	Hours	Rate	Amount	
Engineer 4				
Beyer, Christopher	3.50	170.00	595.00	
Totals	3.50		595.00	
Total Labor				595.00
				Total this Phase
				\$595.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	595.00	192,240.83	192,835.83	
Limit			226,440.00	
Remaining			33,604.17	
				Total this Invoice
				\$595.00

Billings to Date

	Current	Prior	Total
Labor	595.00	117,476.25	118,071.25
Consultant	0.00	74,764.58	74,764.58
Totals	595.00	192,240.83	192,835.83

Billing Backup

Thursday, February 29, 2024

Clark Dietz, Inc.

Invoice 440328 Dated 3/6/2024

3:29:07 PM

Phase 000030 Design and Bidding

Labor

			Hours	Rate	Amount	
	Engineer 4					
B65	Beyer, Christopher	2/13/2024	1.00	170.00	170.00	
	Discussing Award					
B65	Beyer, Christopher	2/22/2024	1.00	170.00	170.00	
	Funding and award discussion					
B65	Beyer, Christopher	2/23/2024	1.50	170.00	255.00	
	UPI contractor discussion					
	Totals		3.50		595.00	
	Total Labor					595.00

Total this Phase \$595.00

Total this Project \$595.00

Total this Report \$595.00



Engineering Quality of Life



April 10, 2024

Project No: F0520040

Invoice No: 440584

Mr. Glen Morrow, PE
City Engineer
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: Franklin 2023 PPII Sump Drain Collection

Professional Services rendered for the period February 24, 2024 to March 29, 2024 for the above referenced project

Phase 000030 Design and Bidding

Labor

	Hours	Rate	Amount	
Engineer 4				
Beyer, Christopher	4.50	170.00	765.00	
Totals	4.50		765.00	
Total Labor				765.00
Total this Phase				\$765.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	765.00	192,835.83	193,600.83	
Limit			226,440.00	
Remaining			32,839.17	
Total this Invoice				\$765.00

Billings to Date

	Current	Prior	Total
Labor	765.00	118,071.25	118,836.25
Consultant	0.00	74,764.58	74,764.58
Totals	765.00	192,835.83	193,600.83

Billing Backup

Clark Dietz, Inc.

Invoice 440584 Dated 4/10/2024

Thursday, April 4, 2024

2:02:42 PM

Phase	000030	Design and Bidding
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Labor

			Hours	Rate	Amount	
	Engineer 4					
B065	Beyer, Christopher	2/26/2024	1.50	170.00	255.00	
	Discuss Award Further with Contractor					
B065	Beyer, Christopher	3/13/2024	1.00	170.00	170.00	
	Award Discussion with City					
B065	Beyer, Christopher	3/29/2024	2.00	170.00	340.00	
	Award and Resident Coordination					
	Totals		4.50		765.00	
	Total Labor					765.00

Total this Phase	\$765.00
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Total this Project	\$765.00
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Total this Report	\$765.00
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Engineering Quality of Life



May 8, 2024

Project No: F05200040

Invoice No: 440813

Mr. Glen Morrow, PE
City Engineer
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: Franklin 2023 PPII Sump Drain Collection

Professional Services rendered for the period March 30, 2024 to April 26, 2024 for the above referenced project

Phase 000030 Design and Bidding

Labor

	Hours	Rate	Amount	
Engineer 4				
Beyer, Christopher	13.00	170.00	2,210.00	
Totals	13.00		2,210.00	
Total Labor				2,210.00
Total this Phase				\$2,210.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	2,210.00	193,600.83	195,810.83	
Limit			226,440.00	
Remaining			30,629.17	
Total this Invoice				\$2,210.00

Billings to Date

	Current	Prior	Total
Labor	2,210.00	118,836.25	121,046.25
Consultant	0.00	74,764.58	74,764.58
Totals	2,210.00	193,600.83	195,810.83

Billing Backup

Clark Dietz, Inc.

Thursday, May 2, 2024

Invoice 440813 Dated 5/8/2024

7:12:12 AM

Phase	000030	Design and Bidding
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Labor

			Hours	Rate	Amount	
	Engineer 4					
B065	Beyer, Christopher	4/3/2024	2.00	170.00	340.00	
	Resident Coordination Planning					
B065	Beyer, Christopher	4/10/2024	4.00	170.00	680.00	
	Coordination for Residents Meeting					
B065	Beyer, Christopher	4/11/2024	4.00	170.00	680.00	
	Project Planning and Closeout					
B065	Beyer, Christopher	4/12/2024	2.00	170.00	340.00	
	Project Planning and Closeout					
B065	Beyer, Christopher	4/15/2024	1.00	170.00	170.00	
	UPI / Resident Coordination Call					
	Totals		13.00		2,210.00	
	Total Labor					2,210.00
				Total this Phase		\$2,210.00
				Total this Project		\$2,210.00
				Total this Report		\$2,210.00



Engineering Quality of Life



July 10, 2024

Project No: F05200040

Invoice No: 441442

Mr. Glen Morrow, PE
City Engineer
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: Franklin 2023 PPII Sump Drain Collection

Professional Services rendered for the period June 1, 2024 to June 28, 2024 for the above referenced project

Phase 000030 Design and Bidding

Labor

	Hours	Rate	Amount
Engineer 4			
Beyer, Christopher	2.00	170.00	340.00
Totals	2.00		340.00
Total Labor			340.00
		Total this Phase	\$340.00

Billing Limits

	Current	Prior	To-Date
Total Billings	340.00	195,810.83	196,150.83
Limit			226,440.00
Remaining			30,289.17
		Total this Invoice	\$340.00

Billings to Date

	Current	Prior	Total
Labor	340.00	121,046.25	121,386.25
Consultant	0.00	74,764.58	74,764.58
Totals	340.00	195,810.83	196,150.83

Billing Backup

Clark Dietz, Inc.

Wednesday, July 3, 2024

Invoice 441442 Dated 7/10/2024

10:52:52 AM

Phase	000030	Design and Bidding
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Labor

			Hours	Rate	Amount	
	Engineer 4					
B065	Beyer, Christopher	6/5/2024	2.00	170.00	340.00	
	Franklin's COI and Preliminary Discussions for Resident Coordination and Award Status					
	Totals		2.00		340.00	
	Total Labor					340.00

Total this Phase	\$340.00
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Total this Project	\$340.00
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Total this Report	\$340.00
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Engineering Quality of Life



August 7, 2024

Project No: F05224001

Invoice No: 441754

City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: PPII Sump Collection Inspection

Professional Services rendered for the period June 29, 2024 to July 26, 2024 for the above referenced project

Phase 071040 Construction Administration

Task 100040 Pre-Construction Coordination

Labor

	Hours	Rate	Amount	
Ashley, Andrew	12.00	180.00	2,160.00	
Beyer, Christopher	11.00	180.00	1,980.00	
Carlson, Devin	10.00	165.00	1,650.00	
Newcomb, Grace	7.00	135.00	945.00	
Westall, Jacob	10.50	100.00	1,050.00	
Totals	50.50		7,785.00	
Total Labor				7,785.00
		Total this Task		\$7,785.00

Task 200040 Construction Meetings

Labor

	Hours	Rate	Amount	
Ashley, Andrew	2.00	180.00	360.00	
Beyer, Christopher	1.00	180.00	180.00	
Totals	3.00		540.00	
Total Labor				540.00
		Total this Task		\$540.00
		Total this Phase		\$8,325.00
		Total this Invoice		\$8,325.00

Billings to Date

	Current	Prior	Total
Labor	8,325.00	0.00	8,325.00
Totals	8,325.00	0.00	8,325.00

Billing Backup

Tuesday, October 29, 2024

Clark Dietz, Inc.

Invoice 441754 Dated 8/7/2024

3:08:04 PM

Phase	071040	Construction Administration
Task	100040	Pre-Construction Coordination

Labor

			Hours	Rate	Amount
A015	Ashley, Andrew	7/8/2024	6.00	180.00	1,080.00
	Pre Construction Meeting and Prep				
A015	Ashley, Andrew	7/18/2024	2.00	180.00	360.00
	Resident Letters				
A015	Ashley, Andrew	7/19/2024	2.00	180.00	360.00
	Home Owner Pre Inspection Form Creation				
A015	Ashley, Andrew	7/23/2024	2.00	180.00	360.00
	Resident Inspection Form Prep				
B065	Beyer, Christopher	7/1/2024	1.00	180.00	180.00
	Pre-Con Meeting Prep				
B065	Beyer, Christopher	7/8/2024	2.50	180.00	450.00
	Pre-Construction Preparation				
B065	Beyer, Christopher	7/10/2024	1.00	180.00	180.00
B065	Beyer, Christopher	7/11/2024	2.00	180.00	360.00
	Resident Coordination				
B065	Beyer, Christopher	7/12/2024	.50	180.00	90.00
	Construction App				
B065	Beyer, Christopher	7/16/2024	1.00	180.00	180.00
	construction set up for City				
B065	Beyer, Christopher	7/18/2024	1.00	180.00	180.00
	resident lettes				
B065	Beyer, Christopher	7/22/2024	1.00	180.00	180.00
	Resident Coordination				
B065	Beyer, Christopher	7/25/2024	1.00	180.00	180.00
	Resident Coordination				
B062	Carlson, Devin	7/10/2024	4.00	165.00	660.00
	project set up and preconstruction administration				
B062	Carlson, Devin	7/11/2024	2.00	165.00	330.00
	project set up and preconstruction administration				
B062	Carlson, Devin	7/12/2024	2.00	165.00	330.00
	project set up and preconstruction administration				
B062	Carlson, Devin	7/22/2024	2.00	165.00	330.00
	Project set up and preconstruction administration				
N017	Newcomb, Grace	7/5/2024	2.00	135.00	270.00
	Precon meeting agenda preparation.				
N017	Newcomb, Grace	7/8/2024	1.00	135.00	135.00
	Preparationof contracts for signatures.				
N017	Newcomb, Grace	7/9/2024	2.50	135.00	337.50
N017	Newcomb, Grace	7/10/2024	1.00	135.00	135.00
	Preconstruction Meeting agenda				
N017	Newcomb, Grace	7/11/2024	.50	135.00	67.50
	Prep Plot and Print change order set				
W047	Westall, Jacob	7/23/2024	4.50	100.00	450.00
	Preparation for resident communication				

Project	F05224001	Franklin - PPII Sump Collection Inspect	Invoice	441754
W047	Westall, Jacob	7/25/2024	6.00	100.00
	Preparation for resident communication			600.00
	Totals		50.50	7,785.00
	Total Labor			7,785.00
			Total this Task	\$7,785.00

Task	200040	Construction Meetings			
Labor					
			Hours	Rate	Amount
A015	Ashley, Andrew	7/10/2024	2.00	180.00	360.00
	Pre Construction Minutes and Resident Letters				
B065	Beyer, Christopher	7/8/2024	1.00	180.00	180.00
	Pre-Construction Meeting				
	Totals		3.00		540.00
	Total Labor				540.00
				Total this Task	\$540.00
				Total this Phase	\$8,325.00
				Total this Project	\$8,325.00
				Total this Report	\$8,325.00



Engineering Quality of Life



September 11, 2024

Project No: F05224001

Invoice No: 442227

Kelly Hersch
Director of Administration
City of Franklin, WI
9229 W. Loomis Road
Franklin, WI 53132

Project: PPII Sump Collection Inspection

Professional Services rendered for the period July 27, 2024 to August 30, 2024 for the above referenced project

Phase 071040 Construction Administration

Task 100040 Pre-Construction Coordination

Labor

	Hours	Rate	Amount	
Ashley, Andrew	5.00	180.00	900.00	
Beyer, Christopher	16.00	180.00	2,880.00	
Carlson, Devin	4.00	165.00	660.00	
Totals	25.00		4,440.00	
Total Labor				4,440.00
		Total this Task		\$4,440.00

Task 200040 Construction Meetings

Labor

	Hours	Rate	Amount	
Ashley, Andrew	11.50	180.00	2,070.00	
Beyer, Christopher	7.00	180.00	1,260.00	
Totals	18.50		3,330.00	
Total Labor				3,330.00
		Total this Task		\$3,330.00
		Total this Phase		\$7,770.00

Phase 073040 Construction RPR / Observation

Task 300040 Inspection Oversight

Labor

	Hours	Rate	Amount	
Ashley, Andrew	6.00	180.00	1,080.00	
Totals	6.00		1,080.00	
Total Labor				1,080.00

Project	F05224001	Franklin - PPII Sump Collection Inspect	Invoice	442227
			Total this Task	\$1,080.00
			Total this Phase	\$1,080.00
			Total this Invoice	\$8,850.00

Billings to Date

	Current	Prior	Total
Labor	8,850.00	8,325.00	17,175.00
Totals	8,850.00	8,325.00	17,175.00

Billing Backup

Friday, September 6, 2024

Clark Dietz, Inc.

Invoice 442227 Dated 9/11/2024

7:16:44 AM

Phase	071040	Construction Administration
Task	100040	Pre-Construction Coordination

Labor

			Hours	Rate	Amount	
A015	Ashley, Andrew	8/1/2024	2.00	180.00	360.00	
	Resident Door Hangers					
A015	Ashley, Andrew	8/27/2024	3.00	180.00	540.00	
	submittal reviews					
B065	Beyer, Christopher	7/30/2024	1.00	180.00	180.00	
	Resident Coordination Assistance					
B065	Beyer, Christopher	7/31/2024	2.00	180.00	360.00	
	Resident Coordination Assistance					
B065	Beyer, Christopher	8/2/2024	1.00	180.00	180.00	
	Resident Coordination					
B065	Beyer, Christopher	8/7/2024	2.00	180.00	360.00	
	Site Visit for Staking Discussion					
B065	Beyer, Christopher	8/9/2024	2.00	180.00	360.00	
	Follow up to staking site visit					
B065	Beyer, Christopher	8/12/2024	1.00	180.00	180.00	
	Staking Review					
B065	Beyer, Christopher	8/14/2024	2.00	180.00	360.00	
	Contractor Schedule and COI					
B065	Beyer, Christopher	8/20/2024	2.00	180.00	360.00	
	Initial Site Visit					
B065	Beyer, Christopher	8/21/2024	1.00	180.00	180.00	
	Staking Check					
B065	Beyer, Christopher	8/22/2024	1.00	180.00	180.00	
	1st Day of construction and new homes check					
B065	Beyer, Christopher	8/26/2024	1.00	180.00	180.00	
	Submittals					
B062	Carlson, Devin	8/1/2024	2.00	165.00	330.00	
	project set up and preconstruction administration					
B062	Carlson, Devin	8/2/2024	2.00	165.00	330.00	
	project set up and preconstruction administration					
	Totals		25.00		4,440.00	
	Total Labor					4,440.00
				Total this Task		\$4,440.00

Task	200040	Construction Meetings
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Labor

			Hours	Rate	Amount
A015	Ashley, Andrew	8/20/2024	4.00	180.00	720.00
	Submittals and resident coordination forms				
A015	Ashley, Andrew	8/21/2024	4.00	180.00	720.00

Project	F05224001	Franklin - PPII Sump Collection Inspect	Invoice	442227	
A015	Progress meeting and Construction Prep Ashley, Andrew	8/22/2024	3.50	180.00	630.00
B065	Construction Coordination Beyer, Christopher	8/21/2024	2.00	180.00	360.00
B065	Progress Meeting Beyer, Christopher	8/28/2024	2.00	180.00	360.00
B065	Progress Meeting Beyer, Christopher	8/29/2024	2.00	180.00	360.00
B065	Change order 1 Beyer, Christopher	8/30/2024	1.00	180.00	180.00
	Change order 1				
	Totals		18.50		3,330.00
	Total Labor				3,330.00
				Total this Task	\$3,330.00
				Total this Phase	\$7,770.00
Phase	073040	Construction RPR / Observation			
Task	300040	Inspection Oversight			
Labor					
			Hours	Rate	Amount
A015	Ashley, Andrew	8/7/2024	2.00	180.00	360.00
	construction staking coordination				
A015	Ashley, Andrew	8/8/2024	2.00	180.00	360.00
	construction staking coordination				
A015	Ashley, Andrew	8/13/2024	2.00	180.00	360.00
	Notices				
	Totals		6.00		1,080.00
	Total Labor				1,080.00
				Total this Task	\$1,080.00
				Total this Phase	\$1,080.00
				Total this Project	\$8,850.00
				Total this Report	\$8,850.00

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/6/2024
REPORTS & RECOMMENDATIONS	<p>Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds 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.</p>	ITEM NUMBER M.20.
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter a closed session Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds 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.</p>		

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/06/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.
<p>See attached License Committee Meeting Minutes from the License Committee Meeting of November 6, 2024.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Approval of the Minutes of the License Committee Meeting of November 6, 2024.</p>		

CITY CLERK’S OFFICE



License Committee Agenda*
Franklin City Alderman Room
9229 West Loomis Road, Franklin, WI
November 6, 2024 – 5:30 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2024-2025 New	Bradley Bautch Country Lanes Bowling Center			
Operator 2024-2025 New	Castiven Jaime St Martin Of Tours			
Operator 2024-2025 New	Maja Nikolic Iron Mike's			
Operator 2024-2025 New	Keith Radtke The Landmark			
Operator 2024-2025 New	Mindy Tigler Hideaway Pub & Eatery			
Operator 2024-2025 New	Paige Zigner Point After Pub & Grille			
Mobile Home 2024-2025	Franklin MHP Land LLC DBA Franklin Mobile Home Park 6361 S 27 th St On-Site Manager: William Johnson			
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 DB	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/6/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated October 11, 2024 through October 31, 2024, Nos. 199756 through Nos. 199990 in the amount of \$ 5,047,679.98. Also included in this listing are EFT Nos. 5850 through EFT Nos. 5869, Library vouchers totaling \$ 32,805.48, Tourism vouchers totaling \$ 64,819.99 and Water Utility vouchers totaling \$ 2,068,946.96. Voided checks in the amount of \$ (586.61) are separately listed.

Early release disbursements dated October 11, 2024 through October 30, 2024 in the amount of \$ 1,029,750.54 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.

The net payroll dated October 18, 2024 is \$ 484,464.07, previously estimated at \$ 500,000. Payroll deductions dated October 18, 2024 are \$ 510,143.25, previously estimated at \$ 525,000.

The net payroll dated November 1, 2024 is \$ 469,192.20, previously estimated at \$ 465,000. Payroll deductions dated November 1, 2024 are \$ 249,895.75, previously estimated at \$ 260,000.

The estimated payroll for November 15, 2024 is \$ 490,000 with estimated deductions and matching payments of \$ 525,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 31, 2024 in the amount of \$ 5,047,679.98
- Payroll dated October 18, 2024 in the amount of \$ 484,464.07 and payments of the various payroll deductions in the amount of \$ 510,143.25 plus City matching payments and
- Payroll dated November 1, 2024 in the amount of \$ 469,192.20 and payments of the various payroll deductions in the amount of \$ 249,895.75 plus City matching payments and
- Estimated payroll dated November 15, 2024 in the amount of \$ 490,000 and payments of the various payroll deductions in the amount of \$ 525,000, plus City matching payments.

ROLL CALL VOTE NEEDED