

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*
TUESDAY SEPTEMBER 3, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of August 20, 2024.
 - 2. Special Common Council Meeting of August 27, 2024.
- D. Hearings.
- E. Organizational: Mayoral Appointment:

Mayoral Appointment:
Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Board of Water Commissioners, 5 year unexpired term expiring 09/30/27.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution imposing conditions and restrictions for the approval of a Special Use for an indoor and outdoor youth soccer training business use upon property located at 11141 W. Forest Home Avenue (Kelley Legler, Field 99, Applicant) (Bast Marshall, LLC, Property Owner).
 - 2. Standards, Findings and Decision of the City of Franklin Common Council upon the Application of Ted Balistreri of College Avenue Associates, LLC, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
 - 3. A Resolution conditionally approving a 2 Lot certified survey map, being a redivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Ted Balistreri, College Avenue Associates, LLC, Applicant) (6311 S. 27th Street, 6341 S. 27th Street, and 2821 W. College Avenue).
 - 4. Options to update the 2025 Comprehensive Master Plan (“CMP”).
 - 5. Traditional Neighborhood Development (“TND”) Ordinance.
 - 6. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the Capital Improvement Fund to provide additional \$2,129,586

Appropriations and \$2,129,586 resources for the Johnson Controls Energy Efficiency Project.

7. A Resolution authorizing the installation of a fence within the 20 foot Private Planting Screen Plat Restriction, upon Lot 12 in Block 1 of Tuckaway Green Subdivision (7512 S. 77th Street) (Michelle Williams, Applicant).
8. A Resolution Approving a Partial Property Tax Rescission and Refund for 10504 #2 W. Cortez Circle, TKN 747-9979-002.
9. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Master Halco, Inc. 7407 S. 27th Street, TKN 761-9994-006.
10. Approval of the Pregnant Workers Fairness Act and inclusion into the Employee Handbook.
11. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 6941 S. 68th Street, TKN 743-8978-006.
12. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Yaskawa America INC D.V.A.F. 2 W. World Packaging Circle, TKN 900-0009-019.
13. A Resolution for Acceptance of a Water Main Easement at 2 W World Packaging Circle, TKN 900-0009-019.
14. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the General Fund to transfer \$100,000 of Engineering Personnel Costs to Non-Personnel Costs.
15. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the General Fund to Transfer \$10,000 of Contingency Appropriations to Finance Auditing Appropriations for additional financial services.
16. A Resolution Engaging CliftonLarsonAllen, LLP to perform financial assistance duties on the City of Franklin Financial Statements and Records.
17. Revisions to the City of Franklin Nepotism Policy.
18. Population Estimate as of January 1, 2024.
19. General Cyberattack and Technological Crimes Prevention Strategy. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(d), to consider strategy for crime prevention, and the furtherance of the program and policy and tools therefore for crime prevention, i.e., cyberattack prevention and technological crimes in relation thereto, for the protection of the City's technical and information infrastructure and the City officials, employees and the public who use the system, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
20. Authorize the Professional Services Agreement Between the City of Franklin and Eide Bailly Phase 1 Migration for Microsoft Office 365 Tenant, Licensing, and 2FA Infrastructure-Funded by Account Numbers 01-0144-5257 and 41-0144-5843.

H. Licenses and Permits: License Committee Meeting of September 3, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*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:

September 17	Common Council	6:30 p.m.
September 19	Plan Commission	6:00 p.m.
September 28	City Shredding Event (City Hall)	9:00 a.m.-1:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
AUGUST 20, 2024
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on August 20, 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 6:30 p.m. and was closed at 6:38 p.m.

- MINUTES
AUGUST 6, 2024 C. Alderman Barber moved to approve the minutes of the Regular Common Council Meeting of August 6, 2024, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- MAYORAL AND
ALDERMANIC
APPOINTMENTS E. Alderman Hasan moved to confirm the following Mayoral and Aldermanic appointments:
 - 1. Carl Budnik, 7642 W. Norwood Ln., Ald. Dist. 1-Civic Celebrations, 3 year unexpired term expiring 06/30/27.
 - 2. Edward Ping, 4811 W. Madison Ave., Ald. Dist. 3-Quarry Monitoring Committee, 3 year unexpired term expiring 05/31/26.
 Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

- UPDATE FROM
FORWARD
APPRAISAL G.1. Alderman Barber moved to place information from the City Assessors of Forward Appraisal on file. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- FLOODPLAIN
INSURANCE RATE
MAPS G.2. Alderman Hasan moved to approve an ordinance to repeal and replace the Unified Development Ordinance UDO City of Franklin, Wisconsin Floodplain Zoning Ordinance [Adopted 9-11-2008]. Seconded by Alderman Barber. All voted Aye; motion carried.

- 2025 MAYOR'S
BUDGET G.3. Alderman Barber moved to receive and place the challenges on the Mayor's Budget of 2025 on file. Seconded by Alderman Craig. All voted Aye; motion carried.

- ORD. 2024-2633
SAIA MOTOR
FREIGHT LINE, LLC
(10613 S. 27TH ST) G.4. Alderwoman Day moved to adopt Ordinance No. 2024-2633, AN ORDINANCE TO AMEND SECTION 15-3.0444 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 39 (MIXED USE BUSINESS PARK) TO ALLOW TRUCK TERMINALS AND FREIGHT TRANSFER FACILITIES

AS A SPECIAL USE AND TO REVISE DESIGN STANDARDS (SAIA MOTOR FREIGHT LINE, LLC, APPLICANT) (10613 S. 27TH STREET). Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

- RES. 2024-8194
SAIA MOTOR
FREIGHT LINE, LLC
OUTDOOR STORAGE
& PARKING
- G.5. Alderwoman Day moved to adopt Resolution No. 2024-8194, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE RECOMMENDATIONS FOR A TRUCK TERMINAL AND FREIGHT TRANSFER FACILITY BUSINESS USE WITH OUTDOOR STORAGE AND PARKING OF VEHICLES, TRAILERS, AND EQUIPMENT UPON PROPERTY LOCATED AT 10613 S. 27TH STREET (SAIA MOTOR FREIGHT LINE, LLC, APPLICANT) (FRANKLIN TECH CENTER LLC A DELAWARE, LLC, PROPERTY OWNER). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2024-8195
PROPERTY TAX
REFUND TKN 934-
0120-000
- G.6. Alderman Craig moved to adopt Resolution No. 2024-8195, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 934-0120-000; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DEPARTMENT OF REVENUE TO SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- RES. 2024-8196
RIDGEWOOD
RESERVE
SUBDIVISION
- G.7. Alderwoman Eichmann moved to adopt Resolution No. 2024-8196, A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR RIDGEWOOD RESERVE SUBDIVISION (GENERALLY LOCATED TO THE NORTH OF WEST DREXEL AVENUE, EAST OF SOUTH RIDGEWOOD DRIVE, AND WEST OF S. 76TH STREET) (CREATIVE HOMES, INC., PROPERTY OWNER/APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8197
PROPERTY TAX
REFUND TKN 759-
9054-000
- G.8. Alderman Hasan moved to adopt Resolution No. 2024-8197, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 759-9054-000; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DEPARTMENT OF REVENUE TO SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.
- RES. 2024-8198
JOHNSON CONTROL
MUNICIPAL PROJECT
- G.9. Alderman Barber moved to adopt Resolution No. 2024-8198. A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX-EXEMPT LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS AND AWARD THE SALE FOR THE JOHNSON CONTROLS MUNICIPAL PROJECT. Seconded by Alderwoman

Eichmann. All voted Aye; motion carried.

ADP CARRIER
CONNECTIONS

- G.10. Alderman Barber moved to authorize certain City officials to enter into an agreement with ADP for Carrier Connections. Seconded by Alderman Hasan. All voted Aye; motion carried.

SMITH PROPERTY
SERVICES LLC
ZONING VIOLATION

- G.11. Alderwoman Eichmann moved to authorize the Mayor and the City Attorney to execute the informed consent letter in the form and content as annexed hereto and with the Mayor's signature provision to be added. Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION
CITY ENGINEER

- G.12. Alderwoman Eichmann moved to enter closed session at 8:06 p.m. pursuant to Wis. Stat. § 19.85(l)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. § 19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data or involved in such problems or investigations, and Wis. Stat. § 19.85(l)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:06 p.m.

Mayor Nelson reconvened at 8:12 p.m.

Upon reentering open session at 9:07 p.m., no action taken.

RES 2024-8199
WHOLESALE WATER
PURCHASE

- G.13. Alderman Barber moved to adopt Resolution No. 2024-8199, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A WHOLESALE WATER PURCHASE AND SALE AGREEMENT BETWEEN OAK CREEK AND FRANKLIN in the form and content as presented to the Common Council at this meeting which included changes to note the approval of the agreement by the Franklin Board of Water Commissioners this afternoon. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

LICENSES AND
PERMITS

- H. Alderwoman Day moved to approve License Committee Meeting Minutes of August 20, 2024.

Grant Public Grant to Franklin Public Library Foundation, Temporary Class B License, 10/3/24 (Fall Literary Fundraiser), Franklin Public Library-Fadrow Mtg Room;

Grant 2024-25 New Operator License upon correcting application to: Nicole Anderson & Matthew Saric; and

Grant 2024-25 New Operator License to: Amanda Fecteau, Hope Berens, Roberta Fennig, Kathleen Galipo, Jonathan George, Tamarie Honsa, Christine Lawler & Jaclyn Rijos.

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

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of August 15, 2024, in the amount of \$1,232,902.15 and payroll dated August 9, 2024 in the amount of \$486,499.99 and payments of the various payroll deductions in the amount of \$266,222.77, plus City matching payments and estimated payroll dated August 23, 2024 in the amount of \$473,000 and payments of the various payroll deductions in the amount of \$522,000, 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 9:50 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
AUGUST 27, 2024
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on August 27, 2024, and was called to order at 5:00 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, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Also, in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and Deputy City Clerk Maggie Poplar.
- CITIZEN COMMENT B. Citizen comment period was opened at 5:01 p.m. and was closed at 5:01 p.m.
- Alderwoman Eichmann arrived at 5:01 p.m.
- MAYORAL
APPOINTMENTS C. Alderman Barber moved to confirm the following Mayoral appointments:
(a) Alderwoman Michelle Eichmann-Personnel Committee, 3 year unexpired term expiring 04/14/2025
(b) Alderman Jon Peccarelli-Technology Commission, 3 year unexpired term expiring 04/14/2025
 Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- REPORTS AND
RECOMMENDATIONS D. Alderman Barber moved to adopt Resolution No. 2024-8200, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- ADJOURNMENT E. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 5:13p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COMMON COUNCIL ACTION</p>	<p align="center">MEETING DATE 9-3-2024</p>
<p align="center">ORGANIZATIONAL BUSINESS</p>	<p align="center">Boards and Commission Appointments</p>	<p align="center">ITEM NUMBER E.</p>
<p>Mayoral Appointment:</p> <p>Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Board of Water Commissioners, 5 year unexpired term expiring 09/30/27.</p> <p align="center">COUNCIL ACTION</p> <p>Motion to confirm the following Mayoral Appointment:</p> <p>Mayoral Appointment:</p> <p>Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4- Board of Water Commissioners, 5 year unexpired term expiring 09/30/27.</p> <p>ROLL CALL VOTE</p>		

CLERKDEPT

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 9/3/24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution imposing conditions and restrictions for the approval of a Special Use for an indoor and outdoor youth soccer training business use upon property located at 11141 West Forest Home Avenue (Kelley Legler, Field 99, Applicant) (Bast Marshall, LLC, Property Owner)</p>	<p style="text-align: center;">ITEM NUMBER G.I. Ald. Dist. #6</p>

At its August 22, 2024, regular meeting, the Plan Commission unanimously recommended approval of a resolution imposing conditions and restrictions for the approval of a Special Use for an indoor and outdoor youth soccer training business use upon property located at 11141 West Forest Home Avenue (Kelley Legler, Field 99, Applicant) (Bast Marshall, LLC, Property Owner).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-____, imposing conditions and restrictions for the approval of a Special Use for an indoor and outdoor youth soccer training business use upon property located at 11141 West Forest Home Avenue (Kelley Legler, Field 99, Applicant) (Bast Marshall, LLC, Property Owner).

^{Franklin} CITY OF FRANKLIN ^{Franklin}

REPORT TO THE PLAN COMMISSION

Meeting of August 22, 2024

Special Use Application

RECOMMENDATION: City Development Staff recommends approval of the Special Use Permit and revised parking plan for Field 99, subject to the conditions within the draft resolution.

Project Name:	Field 99 Special Use
Property Owner:	BAST MARSHALL LLC
Applicant:	Kelley Legler, Field 99
Property Address/Tax Key Number:	11141 West Forest Home Avenue/704 9990 003
Aldermanic District:	District 6
Agent:	Kelley Legler, Field 99
Zoning District:	M-1 Limited Industrial District and C-1 Conservancy District
Use of Surrounding Properties:	M-1 zoned property to the north, south, east, and M-1, I-1 and R-3 zoned properties on the west
Application Request:	Approval of a Special Use Permit for Field 99
Staff Planner:	Nick Fuchs, Planning Associate

Project Description and Analysis

At their May 9, 2024, meeting, the Plan Commission recommended approval of the Special Use Application for Field 99 with the added condition that the applicant obtain a parking agreement with the adjacent property owner, Holz Motors, to provide overflow parking for the subject use. The Plan Commission indicated that if a parking agreement could not be obtained, the application must be brought back to the Plan Commission for further review.

The applicant has not pursued the shared parking agreement further, but rather, submitted a revised parking plan for consideration. As such, the applicant is requesting approval of the Special Use without the shared parking condition.

The revised parking plan includes the originally proposed 18 parking spaces located along the west side of the fence as well as 8 paved and 13 unpaved parking spaces along the east end of the parking lot and soccer field area.

Staff does not object to the quantity of parking provided for the subject use. Furthermore, the applicant has been utilizing this site for this use with parking as it currently exists and has not had issues with parking. As such, staff recommends that the additional parking, particularly the area of unpaved parking, be removed from the revised site plan and not required.

The May 9th staff report is attached for additional information regarding this use.

Staff Recommendation

The Department of City Development staff recommends approval of the Special Use Application for Field 99, subject to the conditions in the draft resolution.

Franklin **CITY OF FRANKLIN** *Franklin*

REPORT TO THE PLAN COMMISSION

Meeting of May 9, 2024

Special Use Application

RECOMMENDATION: City Development Staff recommends approval of the Special Use Permit for Field 99, subject to the conditions within the draft resolution.

Project Name:	Field 99 Special Use
Property Owner:	BAST MARSHALL LLC
Applicant:	Kelley Legler, Field 99
Property Address/Tax Key Number:	11141 West Forest Home Avenue/704 9990 003
Aldermanic District:	District 6
Agent:	Kelley Legler, Field 99
Zoning District:	M-1 Limited Industrial District and C-1 Conservancy District
Use of Surrounding Properties:	M-1 zoned property to the north, south, east, and M-1, I-1 and R-3 zoned properties on the west
Application Request:	Approval of a Special Use Permit for Field 99
Staff Planner:	Nick Fuchs, Planning Associate

Project Description and Analysis

The applicant has filed a Special Use application to allow for Field 99 to operate a soccer training facility at 11141 West Forest Home Avenue.

The business use includes both indoor and outdoor youth soccer training for all ages. The interior space is approximately 1,600 square feet, and will be utilized during the months of November through April. The exterior of the site consists of a soccer field, which will be used during the months of April through November. The typical hours of operations will be Monday through Friday from 5:00 p.m. to 8:00 p.m.

According to the applicant, no more than 40 people are anticipated onsite at any given time. The outdoor sessions will have 36 players or less per session. The building will be utilized for smaller sessions consisting of 15 players or less. The building has a restroom, and a portable outdoor bathroom will be provided as well. According to the applicant there are currently eight training coaches with typically no more than three coaches onsite at any given time.

There are 18 parking spaces available between 5:00 p.m. and 8:00 p.m. The applicant has noted that the adjacent property owner, Holz Motors, has additional parking available if needed.

The outdoor field is about 60,500 square feet, which requires 16 parking spaces. The indoor facility requires three parking spaces. Considering the parking provided onsite and the overflow parking available on the adjacent property, staff does not anticipate any parking issues. Moreover, it should be considered that this type of use will have many students being dropped off and picked up.

The building was painted, but no significant exterior site or building changes were completed or are currently proposed. The applicant intends to utilize existing site lighting for their use.

The subject use is classified under Standard Industrial Classification Code No. 7991 Physical Fitness Facilities and SIC Code No. 7999, Amusement and Recreation Services, Note Elsewhere Classified, which are both allowed as a Special Use in the M-1 District.

Applicant has submitted responses to the Special Use standards for Plan Commission and Common Council review.

Staff Recommendation

The Department of City Development staff recommends approval of the Special Use Application for Field 99, subject to the conditions in the draft resolution.

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN INDOOR AND OUTDOOR YOUTH SOCCER TRAINING BUSINESS USE UPON PROPERTY LOCATED AT 11141 WEST FOREST HOME AVENUE (KELLEY LEGLER, FIELD 99, APPLICANT) (BAST MARSHALL, LLC, PROPERTY OWNER)

WHEREAS, Kelley Legler of Field 99 having petitioned the City of Franklin for the approval of a Special Use for an indoor and outdoor youth soccer training business use upon property located at 11141 West Forest Home Avenue, zoned M-1 Limited Industrial District. The property which is the subject of the application bears Tax Key No. 704 9990 003 and is more particularly described as follows:

Parcel 2 of Certified Survey Map No. 4056 being a part of the Northeast 1/4 of Section 6, in Township 5 North, Range 21 East, in the City of Franklin, dated May 5, 1981, and recorded in the Register of Deeds office for Milwaukee County, on July 13, 1981, on Reel 1388, Images 687 to 689 inclusive, as Document No. 5487949.

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 May, 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 Kelley Legler, Field 99, 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 Kelley Legler, Field 99, successors and assigns, for an indoor and outdoor youth soccer training business use, which shall be developed in substantial compliance with, and operated and maintained by Kelley Legler, Field 99, pursuant to those plans date-stamped, _____, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. Kelley Legler, Field 99, 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 Kelley Legler, Field 99 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 Kelley Legler, Field 99 Special Use for the property located at 11141 West Forest Home Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event Kelley Legler, Field 99, 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 20th day of August, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of August, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

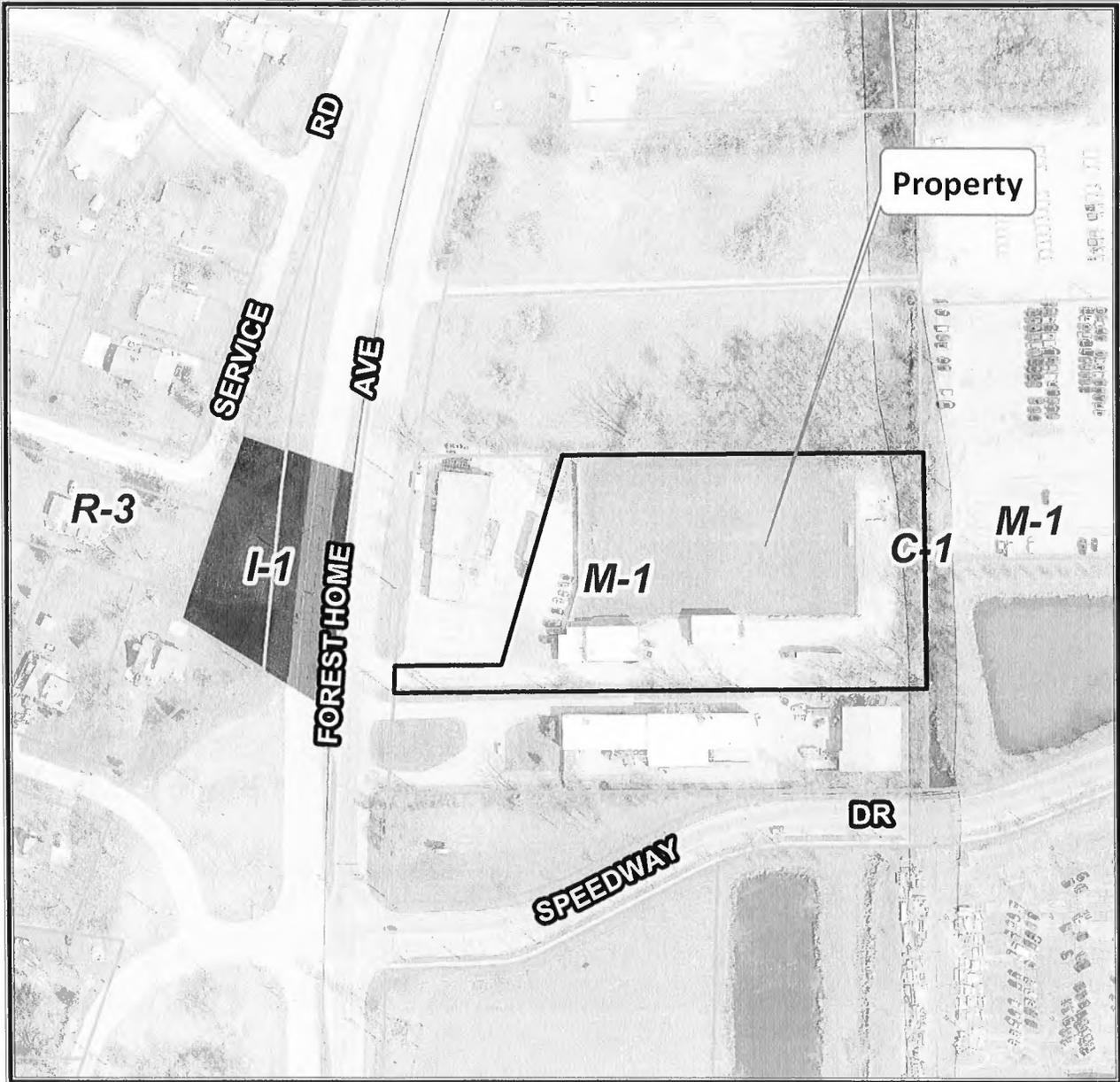
Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

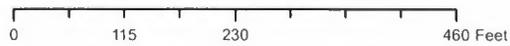
EXHIBIT A

ATTACHED HERETO

11141 W. Forest Home Ave.
TKN 704 9990 003



Planning Department
(414) 425-4024

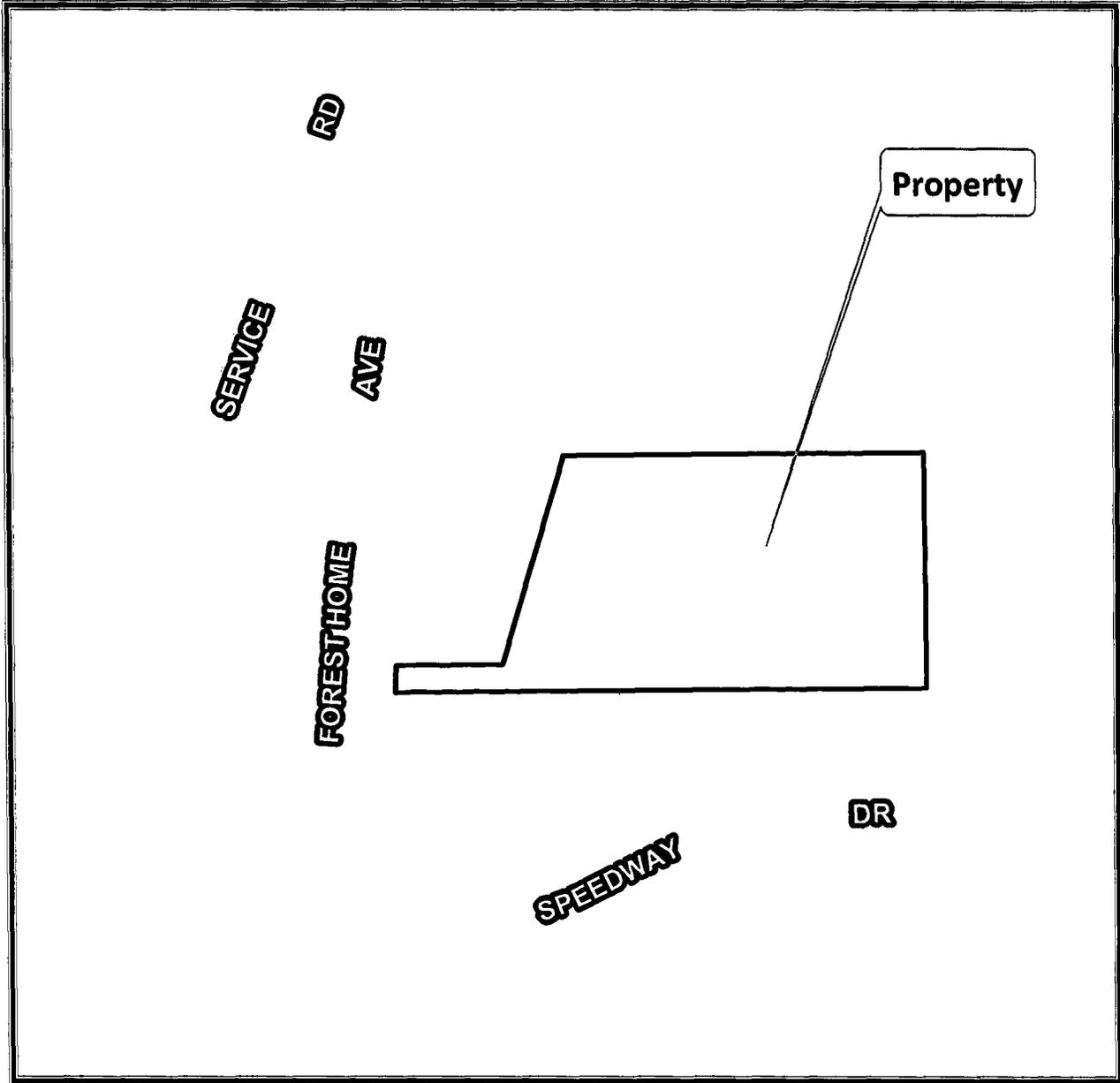


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

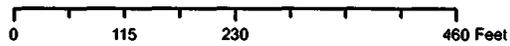


2021 Aerial Photo

11141 W. Forest Home Ave.
TKN 704 9990 003



Planning Department
(414) 425-4024



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



FIELD 99
www.field99.com
kelly@field99.com
11141 W FOREST HOME AVE
FRANKLIN, WI 53132

Field 99 is a soccer training field and facility available to all ages of athletes in soccer clubs throughout the southeastern Milwaukee area. This company offers high level training for athletes to increase individual performance while working with professional soccer players as coaches. Owned and operated by soccer player Andre Hayne, partnering with soccer parents within the community, this company provides a service locally, where families travel to Madison and Green Bay area for elite soccer training.

Field 99 offers soccer training indoors during the months of November - April (1600 sq ft garage) and outdoors during the months April - November (established grass field). The exterior is surrounded by fencing and netting to ensure proper safety for patrons. Indoor and outdoor public bathrooms available for our clientele to use year round.

Soccer Training Field & Facility

3.2 acres of field for spring, summer, fall

field 99

1600 sq ft for indoor winter training

11141 W FOREST HOME AVE - FRANKLIN

LOOK FOR GO RITEWAY BUSSING

ENTER HERE

11141 W FOREST HOME AVENUE FRANKLIN, WI 53132
FIELD 99

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: Our facility consists of a big grass outdoor space, a small warehouse, two offices, one bathroom and a parking lot. The business purpose is to run soccer training sessions for young athletes around the community. The outdoor space features roughly 3 acres of grass space that will allow us to run soccer sessions with plenty of space without having the need for any changes for 36 players or less per session. The indoor space will be used for smaller sessions of 15 or less players during the winter/cold period. We have a bathroom and a portable outdoor bathroom for our clientele.

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: No major changes necessary for running our services. The small warehouse was gutted to amply space used, and walls/ceilings painted. No other major change will be put in effect.

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 major changes necessary for running our services. No other major change will be put in effect.

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 public facilities already provided by Go Riteway Transportation, our landlord.

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: The road where the business building is located won't have much increase in traffic, as we won't have more than 40 people at the same time. Our majority service hours are M-F after 5pm and late, which has less 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.

Response: No major changes necessary for running our services. No other major change will be put in effect.

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: We will comply with the standards of such regulations recommended by the Plan Commission.

- 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: We will comply with the special standards of such regulations recommended by the Plan Commission.

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: This is a new business providing additional soccer training for youth players around the community. Many soccer clubs exist around us and perform their own training but as a club neutral facility, we will be able to provide additional services to all the players from around the area and clubs. We welcome all ages to participate in our facility and become a community safe space for children to feel comfortable and welcome, all within our fenced in field and facility. The coaches are mentors and public figures within the community and are recognized within the soccer community. Field 99 wants to give back and coordinate with non profit organizations to create opportunities for youth.

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: There are no outdoor fields and warehouse space within Franklin already established that can offer indoor and outdoor training for youth soccer, without building.

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 changes will be made that will affect any mitigation.

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 Field 99 field and facility will encourage more businesses that coordinate with our organization as sponsors, creating more awareness, revenue and support.

Franklin Department of City Development

APPLICANT Kelley Legler, Field 99

SUBJECT PROPERTY 11141 West Forest Home Avenue, property zoned M-1

Limited Industrial District

TAX KEY NUMBER 704 9990 003

1. How many employees are there?

Field 99 has eight training coaches that consult for Field 99. At most, we have three coaches on site offering services for clients in soccer training.

2. How many striped parking spaces are provided for this use?

Go Riteway Transportation provides 18 car stalls in the front lot of the building and per our agreement with them, Field 99 is allowed to use the back lot for additional and overflow parking.

Our services run opposite hours of Go Riteway Transportation so there is typically plenty of parking for coaching staff and clients. Parents will be dropping off clients / carpooling to limit traffic in the front parking lot of the building.

3. Is there existing or proposed exterior lighting? Will portable lights or other types of temporary lighting be used?

Go Riteway added exterior lighting for their transportation lot which we use for exterior lighting. No additional lighting is needed.

4. How late will the facility be open? Services are until 8PM with staff on site until 9PM. All training runs after all Go Riteway bus drivers are g

5. Will the soccer field ever be used to host games or other types of events? Our soccer fields are not regulation size and we will not be hosting competitive events to the public. Any events on the soccer field are for clients and for recreational / training use.

6. Is Field 99 an LLC or corporation or other type of entity?

Field 99 is not an LLC, it is an established partnership, currently.

7. Please provide a site plan, map or aerial that shows the property with the Plan Commission submittal.



Field 99
11141 W Forest Home Avenue
Franklin, WI 53132
www.field99.com

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 9/3/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Standards, Findings and Decision of the City of Franklin Common Council upon the Application of Ted Balistreri of College Avenue Associates, LLC, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance</p>	<p style="text-align: center;">ITEM NUMBER G. 2. Ald. 3</p>

At their meeting on August 28, 2024, the Environmental Commission recommended approval of the Special Exception to natural resource provisions of the Unified Development Ordinance with, conditions as presented at their meeting and as set forth in the attached City of Franklin Environmental Commission document.

The public hearing for this item was opened at the regular meeting of the Plan Commission on August 8, 2024. Following a properly noticed public hearing, the following action was approved: motion to recommend approval of the natural resource features special exception request to allow disturbance of approximately 2,244 square feet of wetland buffer and 2,161 square feet of wetland setback, subject to conditions within the draft standards, findings, and decision form, and to allow disturbance and exclusion of the young woodland area east of the proposed drive from the requirement of a conservation easement. On voice vote, all voted 'aye'; motion carried (5-0-1).

Note that at the same Plan Commission meeting, the applicant received site plan approval to allow for the construction of an access drive and modifications to landscaping, lighting, parking, and building elevations for the property located at 6311 S. 27th Street.

COUNCIL ACTION REQUESTED

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of College Avenue Associates, LLC, applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

Standards, Findings and Decision
of the City of Franklin Common Council upon the Application of Ted Balistreri of
College Avenue Associates, LLC, applicant, for a Special Exception
to Certain Natural Resource Provisions of the City of Franklin
Unified Development Ordinance

Whereas, Ted Balistreri of College Avenue Associates, LLC, applicant, having filed an application dated December 11, 2023, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Young Woodland, Wetland Buffer, and Wetland Setback Provisions, *and Improvements or Enhancements to a Natural Resource Feature*; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated August 28, 2024 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated August 8, 2024 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 6311 and 6341 South 27th Street and 2821 West College Avenue, zoned B-2 General Business District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

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

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon the application for a Special Exception dated December 11, 2023, by Ted Balistreri of College Avenue Associates, LLC, applicant, pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of

proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *but rather, the applicant notes any occupant hoping to redevelop this site will need a new access drive Based on location, existing conditions, and consideration of future development this is the best location of that drive*

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

a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: *The applicant notes that no reasonable alternative exist for connection between the established points on College Avenue and the Salvation Army parking lot , or*

b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: *The applicant notes there is no reasonable alternative locations for the access drive If this drive is not allowed, activating the former KFC with a meaningful user will be very difficult*

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

a. be consistent with the existing character of the neighborhood: *The proposed development with the grant of a Special Exception as requested will be consistent with the existing character of the neighborhood, and the applicant states that "The existing site is overgrown and deteriorating Redevelopment will improve the quality of the site ", and*

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: *The applicant states that "The proposed request makes a concerted effort to meet the "avoid or minimize" requirement, and as such would be in line with the process used for other similar applications "*

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: *Applicant represents that the proposed request makes a concerted effort to meet the "avoid or minimize" requirement, and as such would be in line with the process used for other similar applications , and*

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

development: *(this finding only applying to an application to improve or enhance a natural resource feature): not applicable.*

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

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The applicant states that "The proposed access drive has been designed so as to minimize natural resource impacts while maximizing future developability of the subject properties It also considers the needs of existing adjacent properties (Salvation Army) and allows for retrofitting into future stormwater management facilities, should there be a larger redevelopment plan brought forward "*
2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *The applicant states that "A new access drive is required to replace the drives removed when the intersection of College Ave and 27th was improved by the Wisconsin DOT."*
3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The applicant states that "The proposed access drive will be used to access existing (Salvation Army) and redevelopment (KFC) sites and will promote future redevelopment of other properties at this corner "*
4. Aesthetics: *The applicant states, "The existing site is overgrown and in need of redevelopment The existing wetland sits out of view and is highly degraded due to frequent trash dumping "*
5. Degree of noncompliance with the requirement allowed by the Special Exception: *The applicant states that "We believe that this request is within the limits of what may be considered for approval through the NRSE process."*
6. Proximity to and character of surrounding property: *Proposed impacts will occur within the site and do not extend past the property line The applicant notes that "Improvement of the existing site will bring the site in line with surrounding development "*
7. Zoning of the area in which property is located and neighboring area: *Surrounding zoning consists of B-2 General Business District to the south, east, and west and R-8 Multiple-Family Residence District to the south The City of Greenfield is located to the north The applicant further states that, "Although surrounding lots have*

residential property they are zoned for business. This access drive could potentially be used for future development ”

8. Any negative affect upon adjoining property: *No negative affect upon adjoining property is perceived Proposed impacts will occur within the site and do not extend past the property line*

9. Natural features of the property: *The applicant does not propose impacts to natural resource features beyond those included in this request*

10. Environmental impacts: *The applicant has indicated that there are no impacts associated with the NRSE*

11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of August 28, 2024 is incorporated herein*

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

Decision

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

- 1) that the natural resource features and mitigation areas upon the properties to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted prior to the issuance of any Occupancy Permits,*
- 2) that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted;*
- 3) that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for Ted Balistreri of*

College Avenue Associates, LLC, applicant, and all other applicable provisions of the Unified Development Ordinance

- 4) that a buffer zone based on 10% of the average width of the wetland, with a minimum of 10 feet and a maximum of 30 feet shall be maintained with the approval of this Natural Resource Special Exception.*
- 5) that the applicant shall improve the wetland and remaining wetland buffer and wetland setback by removing trash and debris as well as performing invasive species removal within these areas. A plan providing wetland, wetland buffer, and wetland setback enhancements shall be submitted to the Planning Department for review and approval*
- 6) that the young woodland area east of the proposed drive is included as part of this NRSE approval and shall be excluded from the requirement of a conservation easement*
- 7) that the applicant shall provide plans for management of wetland setback that conforms to the standards of §15-4 0102I for appropriate plantings. Turf grasses are prohibited. Other grasses or native plantings are acceptable. Non-vegetative cover is permitted in areas subject to erosion. Management and implementation information shall be included on development plans including landscape plans subject to the review of the Department of City Development*
- 8) that the applicant restore any temporarily disturbed wetland buffer and wetland setback to the standards of UDO §15-4.0102I for wetland setback and UDO §15-4 0103B5 for wetland buffer*
- 9) that the duration of this grant of Special Exception is permanent*

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of September, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of September, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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

Meeting of August 28, 2024

Natural Resource Special Exception

RECOMMENDATION: Department of City Development Staff recommends approval of the Natural Resource Special Exception request for properties located at approximately 6311, 6341 S. 27th Street and 2821 W. College Avenue, subject to the conditions listed in the attached draft Standards, Findings and Decision form.

Project Name:	College Avenue Associates Natural Resource Special Exception
Project Location:	6311 S. 27 th Street (Tax Key No. 714 9968 003), 6341 S. 27 th Street (Tax Key No. 714 9972 003), and 2821 W. College Avenue (Tax Key No. 714 9973 000)
Property Owner:	Collins College Avenue LLC (6311 S. 27 th Street), Salvation Army, An Illinois Corp (6341 S. 27 th Street), and College Avenue Associates LLC (2821 W. College Avenue)
Applicant:	Ted Balistreri, College Avenue Associates LLC
Agent:	Justin Johnson, JSD Professional Services, Inc.
Current Zoning:	B-2 General Business District
2025 Comprehensive Plan:	Commercial
Applicant's Action Requested:	Recommendation to the Plan Commission for approval of the Natural Resource Special Exception Application
Planner:	Nick Fuchs, Planning Associate

Background:

On December 11, 2023, the applicant submitted an application requesting approval of a Natural Resource Special Exception to allow for the grading and filling of wetland buffer and wetland setback for the construction of a driveway and access to commercial property located at 6311 S. 27th Street. The proposal also includes impacts to a young woodland; however, those impacts are within the allowable disturbance limits per Table 15-4.0100 of the Unified Development Ordinance (UDO).

With that said, the applicant is requesting to not protect the remaining woodland area east of the proposed driveway. This area is not proposed to be impacted as part of this project; however, it is anticipated to be disturbed upon future development.

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

Project Description:

The NRSE Application has been filed in conjunction with a Certified Survey Map (CSM) and Site Plan, all part of a proposal to provide additional access and improvements to the former KFC building located at 6311 S. 27th Street.

Currently, this property can only be accessed by southbound traffic along S. 27th Street through the Salvation Army property to the south. The proposed access drive, which extends to College Avenue would allow northbound traffic to access the site via College Avenue and provides a way for customers exiting the site to travel northbound.

The Site Plan Application is to allow for the construction of this driveway and access as well as the redevelopment of the parking lot adjacent to the former KFC building. The proposed CSM creates a new parcel combining the properties located at 2821 College Avenue and 6311 S. 27th Street and a portion of the Salvation Army property at 6341 S. 27th Street.

Natural Resource Protection Plan

The Natural Resource Protection Plan Exhibit of the applicant's submittals provides Site Intensity and Capacity Calculations in accordance with Division 15-3.0500 as well a Natural Resource Protection Plan information.

The plan shows the parcel to be created, the proposed driveway, and the impacts to protected natural resource features. A Wetland Delineation Report was also provided. This report is dated June 4, 2018 and was updated on April 19, 2019. It was completed by Helianthus, LLC. More specifically, Kristi Sherfinski completed the wetland delineations who is listed by the WDNR as an Assured Delineator.

One wetland area was found, located on the 2821 W. College Avenue parcel. The total area of the wetland onsite is 7,938 square feet. There is also young woodland within this area; however, the wetland carries the more restrictive protection standards. Mature woodland is located on this property as well as the adjacent Salvation Army property (6341 S. 27th Street). This report also notes that there is no mapped SEWRPC Environmental Corridor within the project area.

The Wetland Delineation Report characterizes this wetland as highly degraded due to dumping of trash over the years. The wetland area is also described as being dominated by common buckthorn. The report states that "A buffer zone based on 10% of the average width of the wetland, with a minimum of 10 feet and a maximum of 30 feet, will be necessary for any new development." *As such, it is recommended that this minimum setback requirement be met.*

It is also recommended that the applicant improve the wetland and remaining wetland buffer and wetland setback by removing trash and debris as well as performing invasive species removal within these areas. A plan providing wetland, wetland buffer, and wetland setback enhancements shall be submitted to the Planning Department for review and approval.

It must be noted that the UDO requires a 30-foot wetland buffer and 50-foot wetland setback regardless of the conditions of the wetland.

Natural Resource Special Exception

The applicant has provided the attached Natural Resource Special Exception Application, Questionnaire, Project Description, and associated information for City review and consideration.

The NRSE request is to allow for impacts to the young woodland, wetland buffer, and wetland setback resulting from the grading and construction of the new drive upon 2821 W. College Avenue as well as anticipated future development. More specifically, the applicant is proposing to not protect any of the young woodland area located east of the proposed drive and to disturb 2,244 square feet of wetland buffer and 2,161 square feet of wetland setback.

A Conservation Easement must be submitted for all natural resources to be protected.

Restoration is recommended for areas of disturbance in accordance with §15-4 0102I for appropriate plantings.

Mitigation

The applicant is proposing to establish a larger wetland buffer area for mitigation purposes, which is shown on the NRPP Exhibit.

The UDO outlines the following mitigation standards per Section 15-4.0103B.4. and 5.

5. Wetland Buffers. Disturbed wetland buffers may be mitigated (as allowed by this Part 4 for non-residential development or required by a grant of Special Exception for residential development) by the restoration of the disturbed wetland buffer to a wetland buffer of equal or greater quality than that existing prior to disturbance and/or through expansion of other existing wetland buffer and/or creation of new wetland buffer on the same property on which the wetland buffer disturbance occurred. Where new wetland buffer is created or expanded, mitigation requires new/expanded wetland buffer at a ratio of 1.5 times the wetland buffer acreage permanently disturbed. Restored and created new wetland buffer shall be planted with native plant species and provide for soils of equal or greater quality than those found in the disturbed wetland buffer. Restored and created new wetland buffer shall comply with the minimum width of 30 feet as required under § 15-4.0102H. of this Part 4.

Recommendation:

Department of City Development Staff recommends approval of the Natural Resource Special Exception request for properties located at approximately 6311, 6341 S. 27th Street and 2821 W. College Avenue, subject to the conditions listed in the attached draft Standards, Findings and Decision form.

Per Section 15-10.0208 of the Unified Development Ordinance (UDO), the applicant shall have the burden of proof to present evidence sufficient to support a Natural Resource Special Exception (NRSE) request. The applicant has presented evidence for the request by answering the questions

and addressing the statements that are part of the Natural Resource Special Exception (NRSE) application. The applicant's responses to the application's questions and statements are attached for your review.

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



APPLICATION DATE: _____

NATURAL RESOURCE SPECIAL EXCEPTION APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME	Ted Balistreri	NAME	Justin L. Johnson, P.E
COMPANY	College Avenue Association LLC	COMPANY	JSD Professional Services, Inc.
MAILING ADDRESS	W225 N3178 Duplainville Road	MAILING ADDRESS	W238 N1610 Busse Rd Ste 100
CITY/STATE	Pewaukee, WI ZIP 53072	CITY/STATE	Waukesha, WI ZIP 53188
PHONE	262-691-3964	PHONE	262-513-0666
EMAIL ADDRESS	ted@plmpaving.com	EMAIL ADDRESS	justin.johnson@jsdinc.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS	6311 South 27th St	TAX KEY NUMBER	7149968003, 7149973000
PROPERTY OWNER	College Avenue Association LLC	PHONE	262-691-3964
MAILING ADDRESS	W225 N3178 Duplainville Rd	EMAIL ADDRESS	ted@plmpaving.com
CITY/STATE	Pewaukee, WI ZIP 53072	DATE OF COMPLETION	

APPLICATION MATERIALS

The following materials must be submitted with this application form. *incomplete applications and submittals cannot be reviewed

- This application form accurately filled out with signature or authorization letters (see below)
- \$500 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property
- Three (3) collated sets of the following
 - Three (3) folded full size Plats of Survey, drawn to scale copies on 24" X 36" paper as required by Section 15-9.0110(B) of the Unified Development Ordinance
 - Three (3) folded full size of the Natural Resource Protection Plan drawn to scale copies on 24" X 36" paper, see Sections 15-4.0102 and 15.7.0201 for information that must be denoted on or included with the NRPP
 - Three (3) copies of the Natural Resource Protection Report if applicable. (see Section 15-7.0103Q of the UDO).
- One copy of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit
- Email or flash drive with all plans/submittal materials.

Natural Resource Special Exception requests require review by the Environmental Commission, public hearing at and review by the Plan Commission, and Common Council approval prior to recording with Milwaukee County Register of Deeds.

Applicant is responsible for providing Plan Commission and Environmental 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 above page detailing the requirements for NRSE approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE		APPLICANT SIGNATURE	
NAME & TITLE	Ted Balistreri Owner DATE 11/08/23	NAME & TITLE	Ted Balistreri Owner DATE 11/08/23
PROPERTY OWNER SIGNATURE		APPLICANT REPRESENTATIVE SIGNATURE	
NAME & TITLE		NAME & TITLE	Justin L. Johnson, P.E Associate DATE 11/08/23

Natural Resource Special Exception Question and Answer Form

Section 1: Per Section 15-9.0110, Applications for a Special Exception to stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback provisions, and for improvements or enhancements to a natural resource feature of this Ordinance shall include the following:

A. Name and address of the applicant and all abutting and opposite property owners of records.
(Please attach supplemental documents as necessary) Refer to Site Plan and Plat of Survey

B. Plat of survey Plat of survey prepared by a registered land surveyor showing all of the information required under §15-9.0102 of this Ordinance for a Zoning Compliance Permit.
(Please attach) Refer to Plat of Survey

C. Questions to be answered by the applicant. Items on the application to be provided in writing by the applicant shall include the following:

1. Indication of the section(s) of the UDO for which a Special Exception is requested.

Section 15-4.0103

2. Statement regarding the Special Exception requested, giving distances and dimensions where appropriate.

Requesting approval for disturbance of wetland buffer/setback, and tree area in SW corner of site. Approximately 0.0515 acres sf of wetland buffer and 0.0496 acres of wetland setback will be disturbed. Also, 0.2634 acres of young woodland will be disturbed. No wetland area will be impacted.

3. Statement of the reason(s) for the request.

Requested NSRE is to allow disturbance of a portion of wetland buffer and setback, and removal of young woodland to create an access road to College Avenue for for existing properties. Existing sites currently only have access from southbound 27th Street.

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

The reason for the request is to add a new access drive for the lot at the corner of College and 27th. The original access drive was removed when the intersection was reconstructed. The new access drive cannot be in the location of the original access drive as that is now a right turn lane. The new drive will allow access from east and west bound lanes of College Ave and will provide access to future development should lots between the access drive and corner lot be developed in the future.

a. Background and Purpose of the Project.

1. Describe the project and its purpose in detail. Include any pertinent construction plans.

Please refer to the submitted Site Plan and Certified Survey Map applications. The project's purpose is to provide access to the former KFC so that the property can be re-activated. Access route is established by the current Salvation Army parking lot configuration, because cross-access through their property is an essential part of getting access to the KFC.

- ii. State whether the project is an expansion of an existing work or new construction.

The site is a redevelopment of an existing property

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

The project needs to disturb an existing wetland setback and buffer to create an access drive for the site to replace the drive removed when the intersection of College and 27th was reconstructed. The proposed location is designed to minimize natural resource impact, while maximizing future developability of the corner. We are locked to the access points on College Ave and at the Salvation Army parking lot

b. Possible Alternatives.

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

The proposed access drive cannot connect to the drive aisle in the Salvation Army parking lot with any alternate configuration. All other routing for the access drive will result in reduced parking stalls for Salvation Army.

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

Because the connection points to College Avenue and the existing Salvation Army parking lot are non-negotiable to those approving entities, the options for changing the routing between them are severely limited. The drive has been redesigned to eliminate wetland impacts, but setback and buffer impacts are unavoidable.

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

Because this proposal is for construction of a commercial driveway, reducing the pavement width is not an option. The connection point onto College Avenue is also non-negotiable to Milwaukee County.

iv. State what geographic areas were searched for alternative sites.

n/a. Because the project is an access drive to an existing building, no other areas were explored.

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

n/a Because the project is an access drive to an existing building, no other areas were explored.

vi. State what will occur if the project does not proceed.

If the project does not proceed the existing former KFC will remain unoccupied and will continue to deteriorate The property is unmarketable without legal access

c. Comparison of Alternatives

i. State the specific costs of each of the possible alternatives set forth under sub 2., above as compared to the original proposal and consider and document the cost of the resource loss to the community.

The proposed layout is the only option for connecting the College Ave access point to the existing Salvation Army parking lot. The drive has been redesigned to reduce impacts compared to the original configuration

ii. State any logistical reasons limiting any of the possible alternatives set forth under sub. 2., above.

Any alternative would result in no access drive or an access drive that would not be accepted by Milwaukee County to connect to College Ave

iii. State any technological reasons limiting any of the possible alternatives set forth under sub. 2., above.

n/a

iv. State any other reasons limiting any of the possible alternatives set forth under sub. 2., above

n/a

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

Any alternative would result in no access drive or an access drive that would not be accepted by Milwaukee County to connect to College Ave.

e Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Description. Describe in detail the stream or other navigable water shore buffer, wetland, wetland buffer, and/or wetland setback at the site which will be affected, including the topography, plants, wildlife, hydrology, soils and any other salient information pertaining to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback

The wetland is located in the southwest corner of the wooded lot in the area of Blount silt loam. It is a highly degraded forested wetland. The dominant species (DP1) were green ash and common buckthorn. The green ash were all heavily infected by emerald ash borer. The area was in a slight depression. Water stained leaves were seen within this depression. Soils met the hydric soil indicators for F3 Depleted Matrix and for A11 Depleted Below Dark Surface. Trash was visible throughout and dumping probably occurred over many years.

f. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Impacts. Describe in detail any impacts to the above functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

i Diversity of flora including State and/or Federal designated threatened and/or endangered species.

A portion of the young woodland will remain after the project is completed so no species will be eliminated. The wetland will not be impacted. No threatened or endangered species exist in the wetland. An invasive species of buckthorn is the primary species within the wetland.

ii. Storm and flood water storage

Area draining to wetland will be reduced. All existing and proposed impervious area will be conveyed, via storm sewer, to the College Avenue storm sewer system.

iii Hydrologic functions.

Area draining to wetland will be reduced.

-
-
- iv. Water quality protection including filtration and storage of sediments, nutrients or toxic substances.

No effect

- v. Shoreline protection against erosion.

n/a. No navigable waterway present.

- vi. Habitat for aquatic organisms

No effect

- vii. Habitat for wildlife.

Wooded area will be reduced but not eliminated.

- viii Human use functional value.

The existing wetland and woodland has no human functional use

- ix. Groundwater recharge/discharge protection

No effect

- x Aesthetic appeal, recreation, education, and science value

Aesthetics will improve with the redevelopment of the corner lot and removal of dead ash trees and buckthorn

- x1. Specify any State or Federal designated threatened or endangered species or species of special concern.

Refer to Endangered Resources review letter.

- x11 Existence within a Shoreland.

n/a

- x111. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time

n/a

- g Water Quality Protection Describe how the project protects the public interest in the waters of the State of Wisconsin

All existing and proposed impervious area will be conveyed to public storm sewer. The proposed project is below jurisdictional stormwater management thresholds.

- 5. Date of any previous application or request for a Special Exception and the disposition of that previous application or request (if any)

n/a

- D. Copies of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit *(Please attach accordingly)*

Section 2: Staff recommends providing statements to the following findings that will be considered by the Common Council in determining whether to grant or deny a Special Exception to the stream, shore buffer, navigable water-related, wetland, wetland buffer and wetland setback regulations of this Ordinance and for improvements or enhancements to a natural resource feature, per Section 15-10.0208B.2. of the Unified Development Ordinance.

- a. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature).

Any occupant hoping to redevelop this site will need a new access drive. Based on location, existing conditions, and consideration of future development this is the best location of that drive.

- b. Compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

- i. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives.

No reasonable alternative routes exist for connection between the established points on College Ave and the Salvation Army parking lot.

; or

- ii. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives:

There is no reasonable alternative locations for the access drive. If this drive is not allowed, activating the former KFC with a meaningful user will be very difficult.

- c. The Special Exception, including any conditions imposed under this Section will.

- i. be consistent with the existing character of the neighborhood.

The existing site is overgrown and deteriorating. Redevelopment will improve the quality of the site.

- ii. not effectively undermine the ability to apply or enforce the requirement with respect to other properties.

The proposed request makes a concerted effort to meet the "avoid or minimize" requirement, and as such would be in line with the process used for other similar applications.

- iii. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement.

The proposed request makes a concerted effort to meet the "avoid or minimize" requirement, and as such would be in line with the process used for other similar applications.

_____ ; and

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

n/a.

d In making its determinations, the Common Council shall consider factors such as.

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

The proposed access drive has been designed so as to minimize natural resource impacts while maximizing future developability of the subject properties. It also considers the needs of existing adjacent properties (Salvation Army) and allows for retrofitting into future stormwater management facilities, should there be a larger redevelopment plan brought forward.

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

A new access drive is required to replace the drives removed when the intersection of College Ave and 27th Street was improved by the Wisconsin DOT.

- 111 Existing and future uses of property; useful life of improvements at issue, disability of an occupant:

The proposed access drive will be used to access existing (Salvation Army) and redevelopment (KFC) sites and will promote future redevelopment of other properties at this corner.

- iv. Aesthetics.

The existing site is overgrown and in need of redevelopment. The existing wetland sits out of view and is highly degraded due to frequent trash dumping.

- v Degree of noncompliance with the requirement allowed by the Special Exception.

We believe that this request is within the limits of what may be considered for approval through the NRSE process.

vi. Proximity to and character of surrounding property:

Improvement of the existing site will bring the site in line with surrounding development

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

Although surrounding lots have residential property they are zoned for business
This access drive could potential be used for future development

viii. Any negative affect upon adjoining property:

No effect

ix. Natural features of the property:

No effect

x. Environmental impacts:

No impacts



Memorandum

Date: June 5, 2024
(rev July 29, 2024)

To: Nick Fuchs, Planning Associate
City of Franklin, Department of City Development

From: Justin L. Johnson, P.E.

Re: Response to Staff Comments, dated January 28, 2024: Certified Survey Map, Site Plan, and Natural Resource Special Exception applications – 6311 S. 27th Street, 6341 S. 27th Street, and 2821 W. College Avenue

JSD Project # 18-8450

cc Project File

Department of City Development comments

1. Certified Survey Map

- a. Please provide the following information as required by Section 15-7.0702 of the Unified Development Ordinance:
 - i. Setbacks, Shore Buffers, Wetland Buffers, Wetland Setbacks, and Building Lines. All required setbacks, shore buffers, wetland buffers, wetland setbacks, and building lines shall be graphically indicated and dimensioned on the Certified Survey Map.

Note that building setbacks, the wetland buffer, and the wetland setback are not shown on the CSM.

Setbacks have been added to the Certified Survey Map.

- ii. Location of Proposed Deed Restrictions, Landscape Easements, and/or Conservation Easements. The location of any proposed deed restrictions, landscape easements, and/or conservation easements shall be graphically indicated and clearly delineated and dimensioned on the face of the Certified Survey Map. The location and extent of conservation easements should be directly related to the "Natural Resource Protection Plan." Deed restrictions and/or conservation easements as required by this Ordinance shall be filed with the Certified Survey Map or submitted for review as a condition of any approval thereof, in the manner and for the purposes as set forth under § 15-7.0603D. for final plats.

Note that remaining protected natural resources must be preserved within a Conservation Easement, which shall be shown on the CSM.

The proposed Conservation Easement linework has been added to Certified Survey Map Page 4 of 9, and directly matches the preserved wetland, wetland setback and wetland buffer shown on the Natural Resource Protection Plan.

- b. It is recommended that the entirety of the remaining Salvation Army property be shown as part of this CSM to clearly show the acquisition and resulting parcel.
The full Salvation Army property has been added to the CSM.

- c. As previously discussed, the Salvation Army property must meet B-2 District and UDO standards, such as a 10-foot parking setback and a 0.35 Minimum Landscape Surface Ratio. If LSR is not met, staff suggests attaching a portion of the green space on the 2821 College Avenue property to the Salvation Army property.

An agreement has been negotiated with The Salvation Army whereby the southwest corner of the College Avenue Associates parcel will be conveyed to The Salvation Army in order to provide them the greenspace necessary to bring their property into compliance with the 35-percent LSR requirement. Please refer to the Site Data Table on the enclosed Site Plan for the resulting LSR calculations for each property.

2. Site Plan

- a. Please show all B-2 District minimum building and natural resource setbacks on Sheet C2.0.
The requested setbacks have been added to the Site Plan.

- b. Please note the existing zoning district on the Site Plan.
Existing zoning notation has been added to the plan.

- c. All easements must be shown on the Site Plan, including the conservation easement required to protect remaining natural resource features onsite.
The Conservation Easement and Cross Access Easement have been added to the Site Plan.

- d. Please show the vision triangle per Section 15-5.0201 of the UDO, and remove obstructions if necessary.

Because the vision triangle's purpose is to provide site lines for through and left-turning vehicles entering the intersection, it is our interpretation that the vision triangle would be measured from the primary right-of-way lines extended. That said, the geometry of right-of-way lines at this intersection is such that the vision triangle does not encroach on the property.

3. Landscape Plan

- a. Bufferyards are required adjacent to single-family uses in accordance with Section 15-5.0302C. It is also recommended that plantings be included within these areas.

All of the properties in the vicinity of this proposal are zoned B-2, therefore we do not believe the bufferyard section would apply.

- b. Please show natural resource features mitigation areas, if any.

Mitigation is proposed in the form of an expanded wetland Buffer area. Said area is indicated on the Site Plan.

- c. The Landscape Plan must include a minimum of five plantings of each type (Canopy/Shade Tree, Evergreens, Decorative Trees, Shrubs) per Section 15-5.0302B.3 and C.1.
Revised.
- d. Please include the required number of species of plantings per Section 15-3.0302F.
Revised.
- e. Please show that irrigation is provided as required by Section 15-5.0303D.
Irrigation is provided in the form of a hose bib at the building.
- f. Please revise maintenance notes to include a two-year planting guarantee per Section 15-5.0303G.3. of the UDO.
Contractor and Owner Responsibility Note No. 5 has been revised.

4. Lighting Plan

- a. Are any lighting changes proposed?

There will be updated lighting in the reconfigured parking lot of the KFC property. This lighting plan has not yet been prepared, but will be submitted this week and will be in conformance with UDO requirements.

5. Natural Resource Special Exception/Natural Resource Protection Plan

- a. How was it determined that steep slopes onsite were manmade?

Based upon aerial photographs (attached), this site was historically relatively flat. Between 1956 and 1980, the site was filled and a large gravel parking lot constructed, with the Salvation Army building and associated parking being constructed over that gravel lot between 1980 and 2000. It is our assumption that the fill and gravel lot construction created the slopes that appear on the topographic survey today.

- b. Sheet EX shows wetland buffer and setback north for the proposed driveway as undisturbed. Staff finds that these areas are disturbed as with the impact to the wetland itself, those areas will no longer serve or be considered buffer or setback.

The driveway has been reconfigured to eliminate wetland impacts and all buffer and setback impacts have been revised accordingly. Furthermore, the driveway has now been redesigned once again based on Staff comments from the NRSE submittal, with the driveway sliding north so that the proposed retaining wall is outside of the 10-foot wetland setback recommended in the Wetland Delineation Report.

- c. Was the Wetland Delineation Report submitted to the WDNR? Did they concur with the delineation? Was the report submitted to the USACOE for a jurisdictional determination? Note

these are listed recommendations in the conclusion of this report.

The Wetland Delineation Report was performed by an assured delineator, and as such does not need to be submitted to the Wisconsin DNR for concurrence. Prior to reconfiguring the driveway and eliminating our wetland impacts from the plan, an Army Corps of Engineers Jurisdictional Request was submitted and the response (attached) was that the subject wetland is not under their jurisdiction.

- d. Another recommendation was for an Endangered Resources (ER) Review request to be submitted to the WDNR. Was this done yet?
The ER Review request was submitted on March 14, 2024. Review letter is attached.
- e. On Sheet EX, please show the dimension/distance from the edge of the wetland to the proposed drive.
We are now proposing a retaining wall to make up the grade differential between the wetland boundary and the proposed driveway. The requested dimension has been added to the Natural Resource Protection Plan.
- f. A portion of the mature woodland to remain directly abuts the east side of the proposed drive. How will these trees and this area be protected with the construction of the drive? Will there not be impacts from grading and construction equipment?
Tree areas along the east side of the proposed drive are now shown as a disturbed natural resource.
- g. As previously mentioned, staff suggests placing the drive further north, adjacent to the Salvation Army parking lot, opposed to connecting directly to it. There appears to be sufficient width to allow for a 24' wide drive and a 10' setback from the single-family residential (zoned B-2) to the north and a 10' setback from the Salvation Army parking lot to the south. Staff would also recommend a dense planting screen abutting the residential uses to the north.
The proposed driveway has been reconfigured to avoid impacting wetlands. The area between the existing Salvation Army parking lot and the residential homes is currently wooded and that vegetation is not being impacted as part of this project, therefore a natural buffer already exists. The subject homes are also zoned B-2 matching the KFC, Salvation Army and other properties along West College Avenue, so there is no abutting use incompatibility in this case. This said, we respectfully request that no planted buffer be required.
- h. Are additional impacts to woodland areas anticipated? If so, it is suggested to include those impacts within the current NRSE application and any mitigation plan provided. Otherwise, the remaining protected woodland areas must be made part of the conservation easement.
The woodland impact area has been adjusted to correspond to the revised driveway configuration. Remaining natural resources will be protected under a conservation easement.
- i. As part of a mitigation plan, it is recommended that enhancements be provided to improve the

quality and better protect the remaining wetland area, particularly considering the loss of buffer and setback. This may include invasive species removal and planting vegetation between the wetland and the proposed drive.

Wetland impacts have been eliminated with the redesign of the proposed driveway.

6. Based upon the current submittal, below are anticipated recommended conditions of approval:
 - a. The applicant shall obtain all necessary approvals from Federal and State regulatory agencies, (§15-10.0208.B.3) prior to any land disturbing activities.
Permits from the Wisconsin DNR and Army Corps of Engineers are no longer necessary because we are not disturbing wetlands as part of this proposal.
 - b. Mitigation in accordance with Sections 15-4.0103B.4. and 5. of the Unified Development Ordinance shall be provided.
Mitigation of the wetland buffer is proposed at the required 1.5:1 ratio.
 - c. The applicant shall provide plans for restoration of wetland setback that conforms to the standards of §15-4.0102I for appropriate plantings. Turf grasses are prohibited. Non-vegetative cover is permitted in areas subject to erosion. Conservation and restoration information, including maintenance information, shall be included on development plans including landscape plans.
We will work with City staff to develop a Landscape Plan meeting this requirement.
 - d. The applicant shall provide for financial sureties for implementation of restoration, if provided, as permitted by §15-4.0103.D.
Upon acceptance of the impact areas by the Environmental Commission, we will work with City staff to determine the surety requirements.
 - e. The applicant shall provide for removal of invasive species and restoration of native wetland species within the wetland
We will work with City staff to develop a Landscape Plan meeting this requirement.
 - f. The applicant shall submit a conservation easement for areas of preserved natural resources (§15- 4.0103.B.1.d, §15-7.0201.H) for Common Council review and approval, prior to any land disturbing activities.
The conservation easement area has been added to the Site Plan and the Certified Survey Map. Upon approval of the easement location and configuration, we will submit a separate easement document for review and approval.
 - g. Final grading, erosion control, utilities, and storm water management plans shall be subject to Engineering Department review and approval.
Understood.

Engineering Department Comments

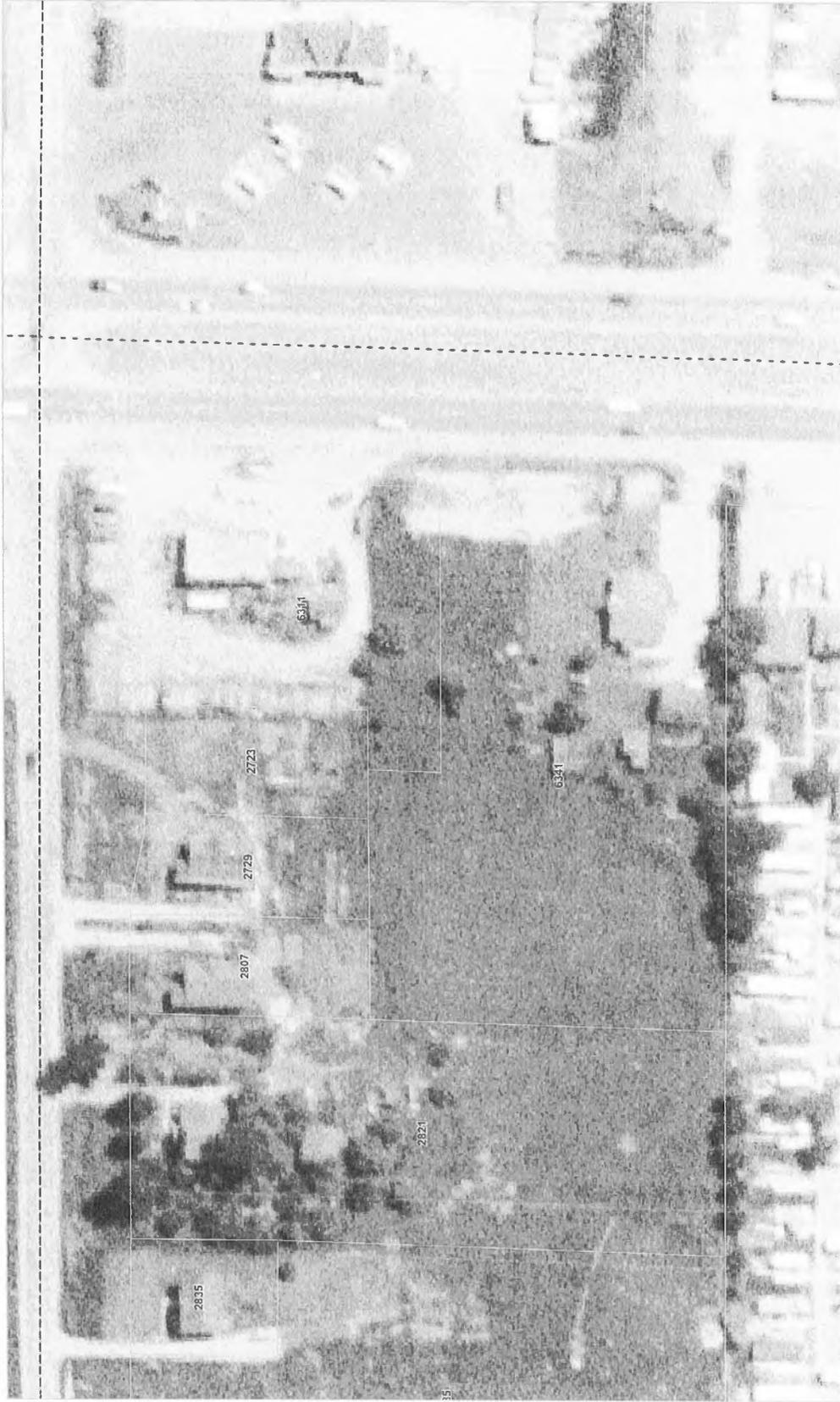
7. Please see below and attached regarding the proposed Certified Survey Map.
 - a. Change the label Parcel A to Parcel 1
Parcel A has been renamed as Parcel 1.
 - b. Must show the recording information for taking a part of land on the north-northwest from the unplatted land to the south.
The parcels are being transferred by the separate agreement between the parties in conjunction with the CSM.
 - c. Must show the recording information for the cross access easement between the KFC and the Salvation Army Corp.
The cross-access easement will be finalized once the subject parcels are reconfigured by the CSM.
 - d. Must show the location of the proposed CSM in the vicinity map.
The CSM location has been added to the Vicinity Map on Page 1 of the CSM.
 - e. Must add under notes, "Parcel 1 is served by public sewer and water".
Note 7 has been added to Page 1 of the CSM noting that the subject lots are serviced by public sewer and water.
 - f. Must add under the legend the symbol No Direct Access.
A "No Direct Access" note has been added to the Legend on Page 1 of the CSM.
 - g. Must indicate who delineated the wetland (Wetland Delineator Certified by the State of Wisconsin) and when it was delineated.
Wetland Delineator's name and date of delineation have been added to Page 4 of the CSM.
 - h. Must show the following wetland setbacks:
 - i. 30-foot buffer.
Added to Page 4 of the CSM.
 - ii. 50-foot setback.
Added to Page 4 of the CSM.
 - i. Must show the vision triangle at the intersections.
Due to intersection geometry, the vision triangle dimensions at the intersection of 27th Street and West College Avenue do not impact the subject properties.
 - j. On page 7 of 9, under the surveyor's certificate, replace "the City of City of Milwaukee" with the Unified Development Ordinance Division-15 of the City of Franklin, Milwaukee County,

Wisconsin.
Corrected.

- k. On page 8 of 9, under the corporate owner's certificate insert the Unified Development Ordinance Divison-15 of the City of Franklin after the Wisconsin statutes.
The requested UDO reference has been added.
 - l. On page 9 of 9, replace Karen Kastenson with Shirley J. Roberts, City Clerk.
Corrected.
8. Separate engineering department submittal is required. The application for this submittal can be found here <https://www.franklinwi.gov/Files/Engineering/Forms/Engineering--Storm-Water-Management-Plan-Review-Application-2022.pdf>.
Understood.
 9. College Avenue is a Milwaukee County Highway (CTH ZZ), work in the College Avenue right-of-way will require MCDOT coordination and approval.
Milwaukee County DOT review and permitting is ongoing.
 10. S. 27th Street is a Wisconsin DOT Highway (STH 241), work in the S. 27th Street right-of-way will require WisDOT coordination and approval.
No work is proposed in the South 27th Street right-of-way.
 11. The proposed CSM will be reviewed accordingly and subject to the review approval by MCDOT and WisDOT.
Understood.



MIKE County GIS (1956)



Legend

- Parcels
- Tax Parcels
- Administrative
- Municipal Boundaries
- Aerial Photos
- 1956 Aerial
- High: 255
- Low: 0

Notes

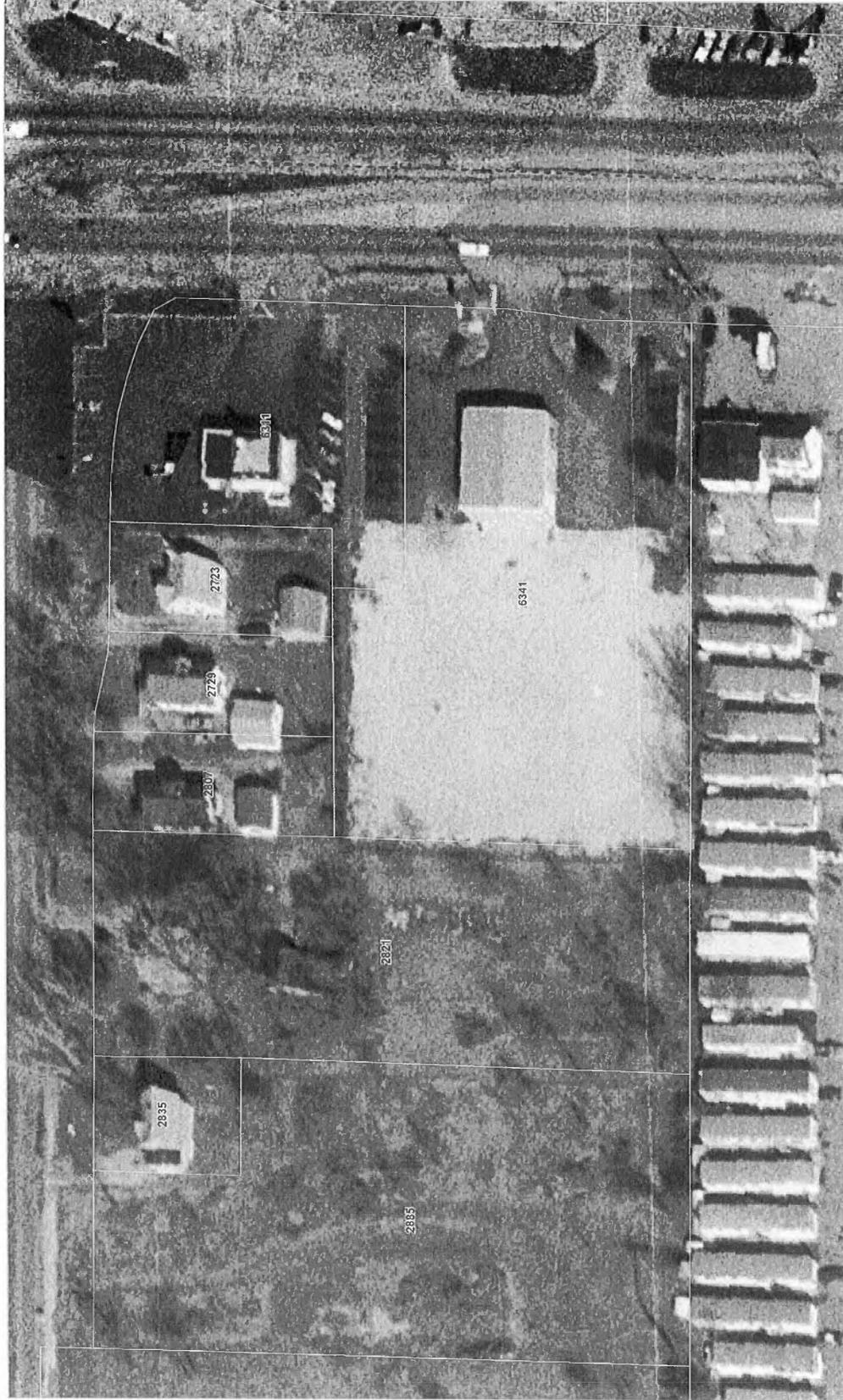
This map is a user-generated static output from an internet mapping site, and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



MILWAUKEE COUNTY GIS AND LAND INFORMATION



MKE County GIS (1980)



Legend

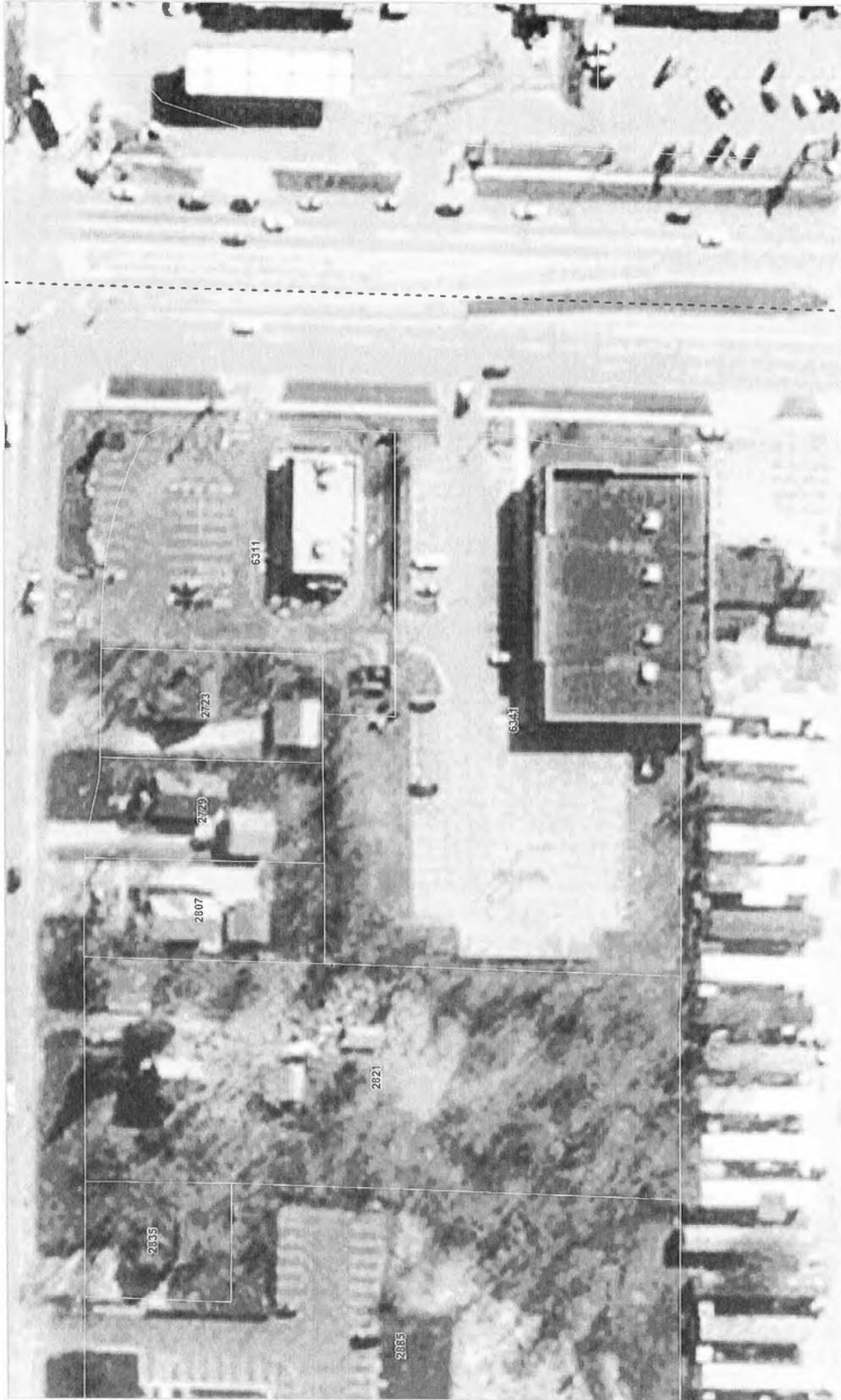
- Parcels
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Notes

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MILWAUKEE COUNTY GIS AND LAND INFORMATION



Notes

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MILWAUKEE COUNTY GIS AND LAND INFORMATION



DEPARTMENT OF THE ARMY
U. S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
332 MINNESOTA STREET, SUITE E1500
ST. PAUL, MN 55101-1323

January 30, 2024

Regulatory File No 2024-00038-TKO

College Avenue Association, LLC
c/o Ted Balistreri
W225 N3178 Duplainville Rd
Pewaukee, WI 53072

Dear Mr Balistreri

This letter is in regard to an approved jurisdictional determination for the vacant KFC property at the intersection of College Ave. and 27th St , located in Section 01, Township 05 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. The review area for our jurisdictional determination is identified on the enclosed figures labeled 2024-00038-TKO Figures 1-2 of 2

The review area contains no waters of the United States subject to Corps of Engineers (Corps) jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the enclosed Approved Jurisdictional Determination form. You are also cautioned that the area of waters described on the enclosed Jurisdictional Determination form is approximate and is not based on a precise delineation of aquatic resources.

This determination is only valid for the review area shown on the enclosed figures labeled 2024-00038-TKO Figures 1-2 of 2

The delineation included herein has been conducted to identify the location and extent of the aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of an NRCS Certified Wetland Determination with the local USDA service center, prior to starting work.

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP.

It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

Regulatory Division (File No 2024-00038-TKO)

This approved jurisdictional determination may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five-year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.

If you have any questions, please me in our Green Bay office at (651) 290-5010 or timothy.k.orlowski@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,



Tim Orlowski
Project Manager

Enclosures: Approved Jurisdictional Determination Figures, Approved Jurisdictional Determination Memorandum for Record, Request for Appeal

cc

Justin Johnson – JSD Professional Services

Michelle Soderling – WDNR (Docket # GP-SE-2024-41-00015)

General Mitchell International Airport

PROJECT LOCATION

Approximate AJD Review Area in Red



2,000 FT



north

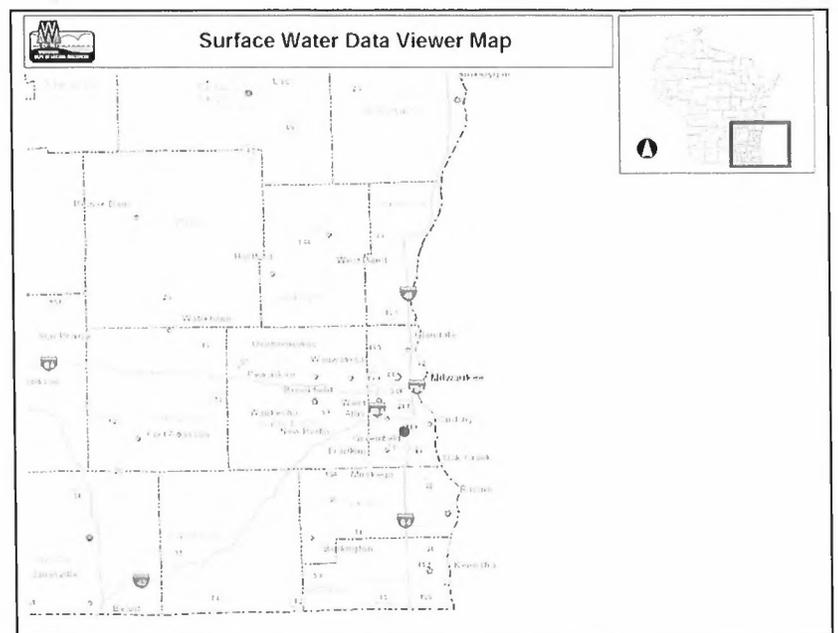
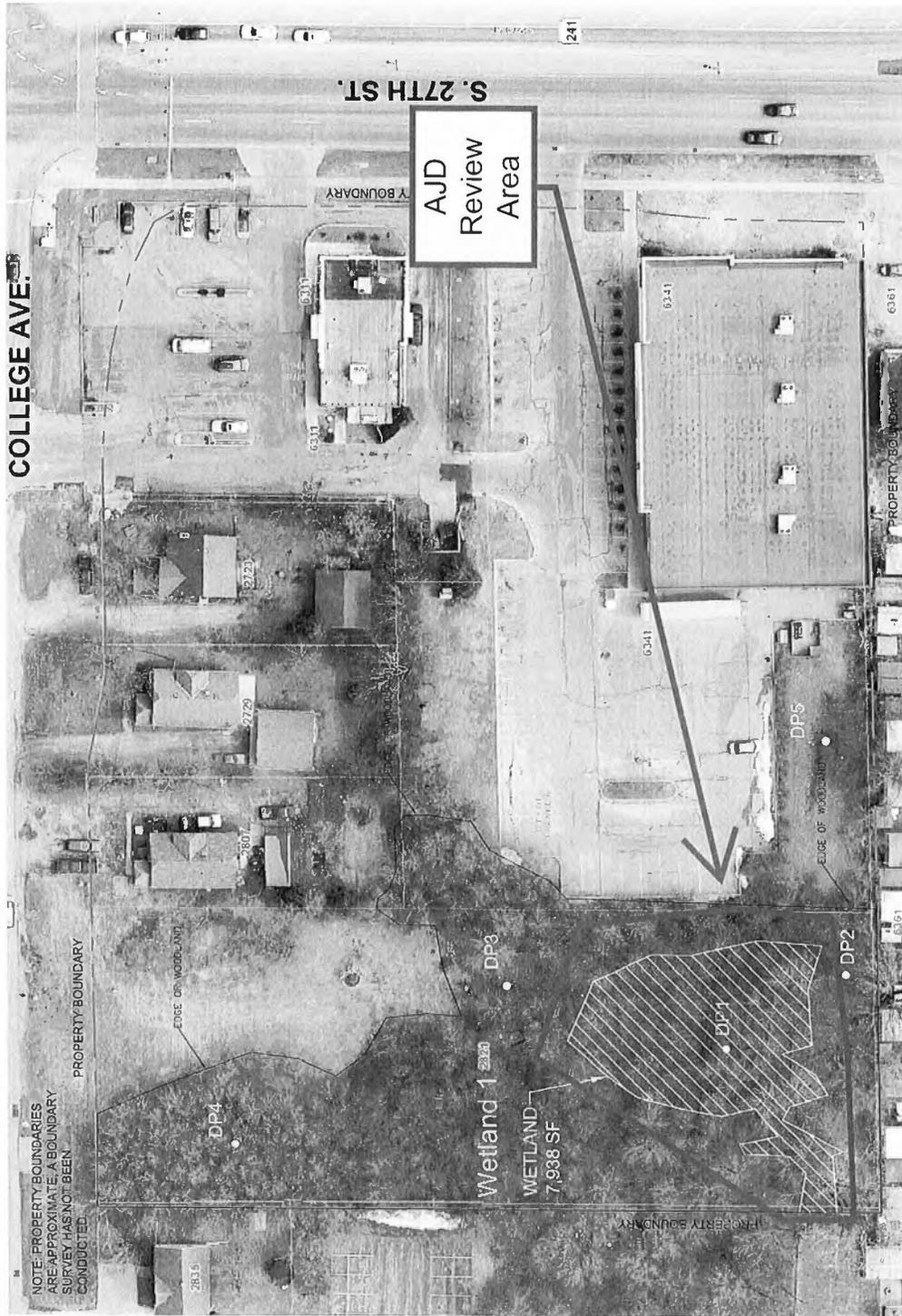


FIGURE 1. LOCATION MAP



WETLAND DELINEATED BY K. SHERFINSKI OF HELIANTHUS LLC ON MAY 18, 2018. ADDITIONAL DATA POINTS TAKEN AND WETLAND BOUNDARY ADJUSTED ON APRIL 19, 2019 BY K. SHERFINSKI.

COLLEGE AVE ASSOC LLC
 W225 N3178 DUPLAINVILLE RD
 PEWAUKEE, WI 53072

**WETLAND BOUNDARY MAP
 COLLEGE AVENUE AND 27TH STREET
 FRANKLIN, WI**

FIGURE 7
 18-0450
 04-22-2019
 KAS
 W1.0

HELIANTHUS
 HELIANTHUS LLC
 247 W. FRESHWATER
 WAY, SUITE 210
 MILWAUKEE, WI 53204



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
332 MINNESOTA STREET, SUITE E1500
ST. PAUL, MN 55101-1323

MVP

January 22, 2024

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'", (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023),¹ MVP-2024-00038-TKO MFR 1 of 1²

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.³ AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.⁴

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),⁵ the 2023 Rule as amended,

¹ While the Revised Definition of "Waters of the United States", Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency

² When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.)

³ 33 CFR 331.2

⁴ Regulatory Guidance Letter 05-02

⁵ USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10

MVP

SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v EPA*, 143 S. Ct. 1322 (2023), MVP-2024-00038-TKO

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1 SUMMARY OF CONCLUSIONS.

- a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States)
 - i. Wetland W-1, non-jurisdictional (0.18-acre (7,938 SF). Lat/Long. 42.9294, -87 9511)

2. REFERENCES

- a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")
- b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 61964 (September 8, 2023))
- c. *Sackett v EPA*, 598 U.S. ___, 143 S. Ct 1322 (2023)

3. REVIEW AREA. The review area sits in the southwest portion of an approximately 4.5-acre property, southwest of the intersection of College Ave and 27th St, in the City of Franklin. The review area is identified by a red polygon on the attached Figures 1 - 2 of 2. There are no other JDs associated with the review areas. The review area is located in Section 01, Township 05 N, Range 21 E, City of Franklin, Milwaukee County, WI. See attached figures, labeled 2024-00038-TKO Figures 1-2 of 2. HUC 10. Root River (0404000203). Lat/Long. 42.9294, -87.9511

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. N/A⁶

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. [N/A]

⁶ This MFR should not be used to complete a new stand-alone TNW determination. A stand-alone TNW determination for a water that is not subject to Section 9 or 10 of the Rivers and Harbors Act of 1899 (RHA) is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established.

MVP

SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v EPA*, 143 S. Ct 1322 (2023), MVP-2024-00038-TKO

6. SECTION 10 JURISDICTIONAL WATERS⁷: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.⁸ [N/A]

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.
 - a. Traditional Navigable Waters (TNWs) (a)(1)(i): [N/A]
 - b. The Territorial Seas (a)(1)(ii): [N/A]
 - c. Interstate Waters (a)(1)(iii): [N/A]
 - d. Impoundments (a)(2): [N/A]
 - e. Tributaries (a)(3): [N/A]
 - f. Adjacent Wetlands (a)(4): [N/A]
 - g. Additional Waters (a)(5): [N/A]

⁷ 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions

⁸ This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA

MVP

SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v EPA*, 143 S. Ct. 1322 (2023), MVP-2024-00038-TKO

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

- a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not “waters of the United States” even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).⁹ N/A
- b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

Wetland W-1 is not a TNW, territorial sea, or interstate water and therefore is not an (a)(1) water. Review of a 2019 *Helianthus* delineation report, Google Earth and historic aerial images, Milwaukee County GIS, and LiDAR (hillshade and DEM GIS layers from the Mississippi Valley Division Regulatory Viewer) indicate that wetland W-1 is a depressional wetland, surrounded by upland. The wetland does not physically abut a relatively permanent paragraph (a)(2) impoundment or a jurisdictional (a)(3) tributary and is not separated from a jurisdictional water by a natural berm, bank, dune, or similar natural landform. The assessed wetland sits approximately 1,100 feet from the closest tributary (Unnamed Tributary to Root River (WBIC 2900)). However, there are no ditches, swales, pipes, or culverts that connect the wetland to downstream jurisdictional waters.

Wetland 1 is a non-tidal wetland that does not have a continuous surface connection to a relatively permanent jurisdictional water and as such does not meet the definition of adjacent and cannot be evaluated as an (a)(4) adjacent wetland. The wetland is not an intrastate lake or pond that meets the relatively permanent standard and cannot be evaluated as an (a)(5) water. Lakes and ponds not identified in (a)(1) - (a)(4). Therefore, the wetland is not jurisdictional under the 2023 Revised Definition of ‘Waters of the United States’, Conforming” 88 FR 61964 Final Rule.

Wetland W-1 is a depressional wetland which sits within the southwest portion of the vacant KFC property at the southwest corner of College Ave. and 27th St. in Franklin. The wetland is surrounded by upland in all directions besides the southwest, where boundaries continue outside the review area. Boundaries

⁹ 88 FR 3004 (January 18, 2023)

MVP

SUBJECT. 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v EPA*, 143 S. Ct 1322 (2023), MVP-2024-00038-TKO

gradually transition to delineated uplands at the north and south. Fill material from a commercial development bound the wetland on the east, while fill from a residential development bounds it to the northwest. Review of LiDAR shows a discrete drainage feature exiting the wetland at its southwest boundary, with topography sloping down to the west. This feature continues west for approximately 250 feet where it then enters a slight depressional area, and the feature loses definition, as it enters a grassed lawn and the northern portion of the adjoining trailer park to the southwest of the review area. An extension of the drainage feature can be seen exiting this depressional low spot, but an abrupt topographic rise can be seen at its western edge. This rise severs any continuous surface connection to a downstream water as topography continues to gradually slope to the west. Another topographic low spot sits to the west of this rise. A discrete feature can be seen exiting this low spot for approximately 80 feet where it then again loses its definition, and drainage would disperse. Water continuing downslope would be transported via overland sheet flow, as no continuous surface connection to downstream waters is evident.

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.
 - a. No field visits were conducted. Desktop review evaluation was conducted on 1/22/2024.
 - b. AJD Application "2024-00038-TKO 20240104 APP pdf" in the administrative record, 1/22/2024.
 - c. Mississippi Valley Division Regulatory Viewer, 1/22/2024.
 - d. Wisconsin DNR Surface Water Data Viewer, 1/22/2024.
 - e. Milwaukee County GIS Interactive Mapping, 1/22/2024.

10. OTHER SUPPORTING INFORMATION [N/A]

11. NOTE. The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: College Ave Association (Ted Balistreri)	File No.: 2024-00038-TKO	Date: 01/30/2024
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
X	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT You may accept or object to the permit

- **ACCEPT.** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B. PROFFERED PERMIT You may accept or appeal the permit

- **ACCEPT.** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D APPROVED JURISDICTIONAL DETERMINATION You may accept or appeal the approved JD or provide new information.

- **ACCEPT** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record)

ADDITIONAL INFORMATION The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record Neither the appellant nor the Corps may add new information or analyses to the record However, you may provide additional information to clarify the location of information that is already in the administrative record

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Tim Orlowski
U S Army Corps of Engineers
Green Bay Field Office
211 N Broadway St, Suite 221
Green Bay, WI 54303
(651) 290-5010

If you only have questions regarding the appeal process you may also contact the Division Engineer through:

Administrative Appeals Review Officer
Mississippi Valley Division
P O Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
601-634-5820 FAX 601-634-5816

RIGHT OF ENTRY. Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations

Signature of appellant or agent	Date	Telephone number
---------------------------------	------	------------------



State of Wisconsin / DEPARTMENT OF NATURAL RESOURCES

Tony Evers, Governor
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

101 S. Webster St.
Box 7921
Madison, WI 53707-7921

April 8, 2024

Justin L Johnson
JSD Professional Services, Inc
W238 N1610 Busse Road, Suite 100
Waukesha, WI 53188

SUBJECT Endangered Resources Review (ERR Log # 24-291)
Proposed 27th and College Redevelopment, Milwaukee County, WI (T05N R21E S01)

Dear Justin L Johnson,

The Bureau of Natural Heritage Conservation has reviewed the proposed project described in the Endangered Resources (ER) Review Request received March 15, 2024. The complete ER Review for this proposed project is attached and follow-up actions are summarized below.

- Required Actions 0 species
- Recommended Actions 3 species
- No Follow-Up Actions 6 species
- Additional Recommendations Specified Yes

This ER Review may contain Natural Heritage Inventory data (<http://dnr.wi.gov/topic/NHI>), including specific locations of endangered resources, which are considered sensitive and are not subject to Wisconsin's Open Records Law. Information contained in this ER Review may be shared with individuals who need this information in order to carry out specific roles in the planning, permitting, and implementation of the proposed project. **Specific locations of endangered resources may not be released or reproduced in any publicly disseminated documents.**

The attached ER Review is for informational purposes and only addresses endangered resources issues. **This ER Review does not constitute DNR authorization of the proposed project and does not exempt the project from securing necessary permits and approvals from the DNR and/or other permitting authorities.** Please contact the ER Review Program whenever the project plans change, new details become available, or more than a year has passed to confirm if results of this ER Review are still valid.

Please contact me at 608-419-2005 or via email at anna.rossler@wi.gov if you have any questions about this ER Review.

Sincerely,

Anna Rossler
Endangered Resources Review Program

cc

**Endangered Resources Review for the Proposed 27th and College Redevelopment, Milwaukee County
(ER Log # 24-291)**

Section A. Location and brief description of the proposed project

Based on information provided by the ER Review Request form and attached materials, the proposed project consists of the following

Location	Milwaukee County - T05N R21E S01
Project Description	The proposed project will involve the redevelopment of an existing 2,770 square foot restaurant and will include the reconfiguration of the associated parking lot and the addition of a new driveway connection west of the existing building. The total property area is 1.747 acres. The total project disturbance is approximately 0.84 acres.
Project Timing	May 1, 2024- Oct 31, 2024
Current Habitat	The current habitat types on-site are 54% woods, 30% developed area, 10% wooded wetlands, and 6% mowed lawn
Impacts to Wetlands or Waterbodies	There are no known waterbodies located on or adjacent to the project area. There has been one wetland delineated on the southwest portion of the site. The wetland was delineated by Helianthus.
Property Type	Private
Federal Nexus	No

It is best to request ER Reviews early in the project planning process. However, some important project details may not be known at that time. Details related to project location, design, and timing of disturbance are important for determining both the endangered resources that may be impacted by the project and any necessary follow-up actions. Please contact the ER Review Program whenever the project plans change, new details become available, or more than a year has passed to confirm if results of this ER Review are still valid.

Section B. Endangered resources recorded from within the project area and surrounding area

	Group	State Status	Federal Status
Rusty Patched Bumble Bee Federal High Potential Zone	Bee	NA	HPZ
Southern Dry-mesic Forest (<i>Southern dry-mesic forest</i>)	Community	NA	
Prairie Crayfish (<i>Procambarus gracilis</i>)	Crustacean~	SC/N	
Swamp Darner (<i>Epiaschna heros</i>)	Dragonfly~	SC/N	
Ephemeral Pond	Other~		
Smooth Black-haw (<i>Viburnum prunifolium</i>)	Plant	SC	
Plains Gartersnake (<i>Thamnophis radix</i>)	Snake~	SC/H	
Butler's Gartersnake (<i>Thamnophis butleri</i>)	Snake~	SC/H	
Blanding's Turtle (<i>Emydoidea blandingii</i>)	Turtle~	SC/P	SOC

For additional information on the rare species, high-quality natural communities, and other endangered resources listed above, please visit our Biodiversity (<http://dnr.wi.gov/topic/EndangeredResources/biodiversity.html>) page. For further definitions of state and federal statuses (END=Endangered, THR=Threatened, SC=Special Concern), please refer to the Natural Heritage Inventory (NHI) Working List (<http://dnr.wi.gov/topic/nhi/wlist.html>)

Section C. Follow-up actions

Actions that need to be taken to comply with state and/or federal endangered species laws: None

Actions recommended to help conserve Wisconsin's Endangered Resources:

• **Rusty Patched Bumble Bee Federal High Potential Zone - Bee**

State Status: NAFederal Status: HPZ

Impact Type	Impact possible
Recommended Measures	Other
Description of Recommended Measures	<p>This project occurs within the Rusty Patched Bumble Bee Federal High Potential Zone and may contain suitable habitat for the bee. Take of the bee is prohibited per the federal Endangered Species Act. However, because this project has no federal nexus, follow-up actions are recommended and not required.</p> <p>Recommended follow-up actions for the Rusty patched bumble bee include following the conservation measures outlined in the USFWS Conservation Management Guidelines for the Rusty Patched Bumble Bee (<i>Bombus affinis</i>) document (https://www.fws.gov/midwest/endangered/insects/rpbb/pdf/ConservationGuidanceRPBBv1_27Feb2018.pdf)</p> <p>For tree clearing/thinning conservation measures include but are not limited to</p> <ul style="list-style-type: none">• Implement best management practices (BMPs), especially those that serve to minimize the spread of invasive species and to avoid or minimize soil compaction. Visit (https://www.stateforesters.org/newsroom/state-forestry-bmps/) for up to date information about BMP recommendations by state.• Avoid or minimize soil disturbance and heavy equipment operation during overwintering (mid October- mid March)• Avoid or minimize forest management that may destroy spring blooming flowers during their bloom periods• Consider thinning or single tree selection and dense invasive shrub removal that may improve overwintering and spring foraging habitat. <p>For all other activities conservation measures include but are not limited to</p> <ul style="list-style-type: none">• use native trees, shrubs and flowering plants in landscaping• provide plants that bloom from spring through fall (refer to the USFWS RPBB Midwest Plant Guide)• remove and control invasive plants in any habitat used for foraging, nesting, or overwintering.

• **Smooth Black-haw (*Viburnum prunifolium*) - Plant**

State Status: SC

Impact Type	Impact possible
Recommended Measures	Surveys
Description of Recommended Measures	<p>Based on the photos, most of the site appears disturbed and it is unlikely that suitable habitat will be impacted. However, if suitable habitat is present, it is recommended to avoid or minimize take. Avoidance and minimization efforts may include site surveys to confirm presence/absence of species and fencing off areas of occupied habitat. Survey results should be submitted to the Endangered Resources Review Program.</p> <p>Smooth Black haw (<i>Viburnum prunifolium</i>) a Wisconsin Special Concern plant is found in rich hardwood forests, often with dolomite near the surface.</p>

• **Blanding's Turtle (*Emydoidea blandingii*) - Turtle~**

State Status, SC/PFederal Status: SOC

Impact Type	Impact possible
Recommended Measures	Time of year restriction, Exclusion Fencing Other
Description of Recommended Measures	<p>Since suitable nesting habitat for the Blanding's Turtle may be present within the project site the following measures can voluntarily be implemented to avoid impacts</p> <p>Upland nesting habitat – Avoid work in suitable upland nesting habitat (sandy and/or well-drained soils) within 275 m (900 ft) of a wetland or water body during the Blanding's turtle's nesting period (May 20 – October 15). The installation and maintenance of exclusion fencing using the WDNR Amphibian and Reptile Exclusion Fencing Protocol is an avoidance option that can be used during this period as long as the exclusion fencing is installed between October 16 and May 19. Work can then be conducted within the fenced area at any time of year as long as the fencing is maintained.</p> <p>If avoidance dates and fencing cannot be implemented, it is recommended to walk through or gently disturb the project area immediately prior to disturbance. While this will not protect nests, it may allow turtles to move out of the area and avoid take. If a turtle is found, please carefully move it to suitable habitat outside the project area.</p> <p>Please note, inactive dates are updated frequently in the Fall, and can be checked here https://dnr.wi.gov/topic/Wildlifehabitat/HerpRegulations.html</p> <p>Blanding's Turtle (<i>Emydoidea blandingii</i>) is a Special Concern species in Wisconsin, utilizes a wide variety of aquatic habitats including deep and shallow marshes, shallow bays of lakes and impoundments where areas of dense emergent and submergent vegetation exists, sluggish streams, oxbows and other backwaters of rivers, drainage ditches (usually where wetlands have been drained), sedge meadows, and wet meadows adjacent to these habitats. This species is semi-terrestrial, and individuals may spend quite a bit of time on land. They often move between a variety of wetland habitats during the active season, which can extend from early March to mid-November. They overwinter in standing water that is typically over 3 feet deep with a deep organic substrate but will also use both warm and cold water streams and rivers where they can avoid freezing. Blanding's turtles generally breed in spring, late summer, or fall. Nesting occurs from mid-May through early-July depending on spring temperatures. They strongly prefer to nest in sandy soils and may travel up to 300m from a wetland or waterbody to find suitable nesting sites. This species appears to display nest site fidelity, returning to its natal site and nesting in a similar location annually. Young hatch from early-August through mid-October and take 17-20 years or more to reach maturity.</p>

Remember that although these actions are not required by state or federal endangered species laws, they may be required by other laws, permits, granting programs, or policies of this or another agency. Examples include the federal Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, State Natural Areas law, DNR Chapter 30 Wetland and Waterway permits, DNR Stormwater permits, and Forest Certification.

Additional Recommendations

Please note that plastic or polypropylene netting associated with erosion matting (also known as erosion control blankets or erosion mesh netting) without independent movement of strands can easily entrap snakes and other wildlife moving through the area and cause dehydration, desiccation, and eventually mortality. Biodegradable jute/twine netting with the 'leno' or 'gauze' weave (contains strands that are able to move independently) has the least impact on snakes.

If erosion matting will be used for this project, use the following matting (or something similar): American Excelsior FibreNet® or NetFree products, East Coast Erosion biodegradable jute products, Erosion Tech biodegradable jute products, ErosionControlBlanket.com biodegradable leno weave products, North American Green S75BN, S150BN, SC150BN or C125BN, or Western Excelsior 'All Natural' products.

No actions are required or recommended for the following endangered resources:

• **Southern Dry-mesic Forest - Community**

State Status: NA

Impact Type	No impact or no/low broad ITP/A
Reason	Lack of Suitable Habitat within Project Boundary
Justification	The designated Southern Dry-mesic Forest is not present at or adjacent to the project site. No impacts are anticipated.

• **Prairie Crayfish (*Procambarus gracilis*) - Crustacean~**

State Status: SC/N

Impact Type No impact or no/low broad ITP/A
Reason Lack of Suitable Habitat within Project Boundary
Justification No suitable habitat should be disturbed No impacts are anticipated

Prairie Crayfish (*Procambarus gracilis*) is a State Special Concern species. This primarily burrowing crayfish restricted to prairie regions of southeastern Wisconsin is the rarest crayfish in the state. It frequently burrows in banks of ponds, roadside ditches, small sluggish creeks, marshes, swamps, and small artificial lakes, as well as wet pastures and flat fields in prairies.

• **Swamp Darner (*Epiaschna heros*) - Dragonfly~**

State Status: SC/N

Impact Type No impact or no/low broad ITP/A
Reason Lack of Suitable Habitat within Project Boundary
Justification No suitable habitat should be disturbed No impacts are anticipated

Swamp Darner (*Epiaschna heros*) a State Special Concern species has been found in shady ponds, ditches, or sloughs bordering woods.

• **Ephemeral Pond - Other~**

Impact Type No impact or no/low broad ITP/A
Reason Lack of Suitable Habitat within Project Boundary
Justification The known Ephemeral Pond is not present at or adjacent to the project site. No impacts are anticipated.

• **Plains Gartersnake (*Thamnophis radix*) - Snake~**

State Status: SC/H

Impact Type No impact or no/low broad ITP/A
Reason Lack of Suitable Habitat within Project Boundary
Justification No suitable habitat should be disturbed No impacts are anticipated

Plains Gartersnake (*Thamnophis radix*) a Special Concern species in Wisconsin, prefers almost any open-canopy wetland type (not open water) and adjacent open to semi-open canopy upland including prairies, old fields, and weedy vacant lots.

• **Butler's Gartersnake (*Thamnophis butleri*) - Snake~**

State Status: SC/H

Impact Type No impact or no/low broad ITP/A
Reason Lack of Suitable Habitat within Project Boundary
Justification No suitable habitat should be disturbed No impacts are anticipated

Butler's Gartersnake (*Thamnophis butleri*) a Special Concern species in Wisconsin, prefers almost any open or semi-open canopy wetland habitat and adjacent open or semi-open canopy upland habitat including prairies, old fields, and weedy vacant lots.

Section D. Next Steps

-
1. Evaluate whether the 'Location and brief description of the proposed project' is still accurate. All recommendations in this ER Review are based on the information supplied in the ER Review Request. If the proposed project has changed or more than a year has passed and you would like your letter renewed please contact the ER Review Program to determine if the information in this ER Review is still valid.
 2. Determine whether the project can incorporate and implement the 'Follow-up actions' identified above.
 - o Actions that need to be taken to comply with state and/or federal endangered species laws represent the Department's best available guidance for complying with state and federal endangered species laws based on the project information that you provided and the endangered resources information and data available to us. If the proposed project has not changed from the description that you provided us and you are able to implement all of the Actions that need to be taken to comply with state and/or federal endangered species laws your project should comply with state and federal endangered species laws. Please remember that if a violation occurs, the person responsible for the taking is the liable party. Generally this is the landowner or project

proponent For questions or concerns about individual responsibilities related to Wisconsin's Endangered Species Law please contact the ER Review Program

- o If the project is unable to incorporate and implement one or more of the Actions that need to be taken to comply with state and/or federal endangered species laws identified above, the project may potentially violate one or more of these laws Please contact the ER Review Program immediately to assist in identifying potential options that may allow the project to proceed in compliance with state and federal endangered species laws
 - o Actions recommended to help conserve Wisconsin's Endangered Resources may be required by another law a policy of this or another Department agency or program or as part of another permitting approval or granting process Please make sure to carefully read all permits and approvals for the project to determine whether these or other measures may be required Even if these actions are not required by another program or entity for the proposed project to proceed the Department strongly encourages the implementation of these conservation measures on a voluntary basis to help prevent future listings and protect Wisconsin's biodiversity for future generations
- 3 If federally-protected species or habitats are involved and the project involves federal funds technical assistance or authorization (e.g., permit) and there are likely to be any impacts (positive or negative) to them consultation with USFWS will need to occur prior to the project being able to proceed If no federal funding assistance or authorization is involved with the project and there are likely to be adverse impacts to the species contact the USFWS Twin Cities Ecological Services Field Office at 612-725-3548 (x2201) for further information and guidance

Section E. Standard Information to help you better understand this ER Review

Endangered Resources (ER) Reviews are conducted according to the protocols in the guidance document Conducting Proposed Endangered Resources Reviews A Step-by-Step Guide for Wisconsin DNR Staff

How endangered resources searches are conducted for the proposed project area: An endangered resources search is performed as part of all ER Reviews A search consists of querying the Wisconsin Natural Heritage Inventory (NHI) database for endangered resources records for the proposed project area The project area evaluated consists of both the specific project site and a buffer area surrounding the site A 1 mile buffer is considered for terrestrial and wetland species, and a 2 mile buffer for aquatic species Endangered resources records from the buffer area are considered because most lands and waters in the state, especially private lands, have not been surveyed Considering records from the entire project area (also sometimes referred to as the search area) provides the best picture of species and communities that may be present on your specific site if suitable habitat for those species or communities is present

Categories of endangered resources considered in ER Reviews and protections for each: Endangered resources records from the NHI database fall into one of the following categories

- Federally-protected species include those federally listed as Endangered or Threatened and Designated Critical Habitats Federally-protected animals are protected on all lands, federally-protected plants are protected only on federal lands and in the course of projects that include federal funding (see Federal Endangered Species Act of 1973 as amended)
- Animals (vertebrate and invertebrate) listed as Endangered or Threatened in Wisconsin are protected by Wisconsin's Endangered Species Law on all lands and waters of the state (s. 29.604, Wis. Stats.)
- Plants listed as Endangered or Threatened in Wisconsin are protected by Wisconsin's Endangered Species Law on public lands and on land that the person does not own or lease, except in the course of forestry, agriculture, utility, or bulk sampling actions (s. 29.604, Wis. Stats.)
- Special Concern species, high quality examples of natural communities (sometimes called High Conservation Value areas), and natural features (e.g., caves and animal aggregation sites) are also included in the NHI database These endangered resources are not legally protected by state or federal endangered species laws However, other laws, policies (e.g., related to Forest Certification) or granting/permitting processes may require or strongly encourage protection of these resources The main purpose of the Special Concern classification is to focus attention on species about which some problem of abundance or distribution is suspected before they become endangered or threatened
- State Natural Areas (SNAs) are also included in the NHI database SNAs protect outstanding examples of Wisconsin's native landscape of natural communities, significant geological formations, and archeological sites Endangered species are often found within SNAs SNAs are protected by law from any use that is inconsistent with or injurious to their natural values (s. 23.28, Wis. Stats.)

Please remember the following

1. This ER Review is provided as information to comply with state and federal endangered species laws By following the protocols and methodologies described above, the best information currently available about endangered resources that may be present in the proposed project area has been provided However, the NHI database is not all inclusive, systematic surveys of most public lands have not been conducted, and the majority of private lands have not been surveyed As a result, NHI data for the project area may be incomplete Occurrences of endangered resources are only in the NHI database if the site has been previously surveyed for that species or group during the appropriate season, and an observation was reported to and entered into the NHI database As such, absence of a record in the NHI database for a specific area should not be used to infer that no endangered resources are present in that area Similarly, the presence of one species does not imply that surveys have been conducted for other species Evaluations of the possible presence of rare species on the project site should always be based on whether suitable habitat exists on site for that species

- 2 This ER Review provides an assessment of endangered resources that may be impacted by the project and measures that can be taken to avoid negatively impacting those resources based on the information that has been provided to ER Review Program at this time. Incomplete information, changes in the project, or subsequent survey results may affect our assessment and indicate the need for additional or different measures to avoid impacts to endangered resources
- 3 This ER Review does not exempt the project from actions that may be required by Department permits or approvals for the project. Information contained in this ER Review may be shared with individuals who need this information in order to carry out specific roles in the planning, permitting/approvals, and implementation of the proposed project

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION; THENCE South 00°16'38" West ALONG THE EAST LINE OF SAID 1/4 SECTION 238.03 FEET; THENCE South 88°47'37" West 83.03 FEET TO A POINT ON THE WEST LINE OF SOUTH 27TH STREET AND THE POINT OF BEGINNING(P.O B.); THENCE South 00°16'38" West ALONG THE WEST LINE OF SOUTH 27TH STREET (U.S.H. 241), 63 50 FEET; THENCE South 05°26'15" West ALONG SAID WEST LINE OF 27TH STREET, 50.03 FEET; THENCE South 00°16'38" West ALONG SAID WEST LINE OF 27TH STREET, 61.78 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF CSM 5747; THENCE South 88°47'37" West ALONG THE NORTH LINE OF SAID PARCEL 2, 453.11 FEET; THENCE North 00°16'38" East ALONG THE EAST LINE OF CERTIFIED SURVEY MAP (CSM) NO 'S 5747 AND 1673, 358.01 FEET TO A POINT ON THE SOUTH LINE OF WEST COLLEGE AVENUE; THENCE North 88°47'37" East ALONG SAID SOUTH LINE, 135.43 FEET; THENCE South 00°16'38" West, 143.01 FEET; THENCE North 88°47'37" East, 185.21 FEET; THENCE North 00°16'38" East, 134 55 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE South 89°43'10" East ALONG SAID LINE, 24.93 FEET; THENCE SOUTHEASTERLY 83 58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°02'16", WITH RADIUS IS 265.50 FEET AND A CHORD BEARING South 80°42'10" East, 83.24'; THENCE South 65°34'27" East, 24.08 FEET; THENCE South 31°52'37" East, 14.69 FEET TO A POINT ON SAID WEST LINE OF 27TH STREET; THENCE South 00°16'38" West ALONG SAID LINE, 135.67 FEET TO THE POINT OF BEGINNING.

LANDS CONTAINING 134,529 SQUARE FEET OR 3 0884 ACRES.

TO BE KNOWN AS:

LOTS 1 & 2 OF CERTIFIED SURVEY MAP NO. _____, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

JSD# 18-8450

NO.	DATE	DESCRIPTION
1	11.15.2021	START PROJECT LAYOUT
2	11.15.2021	REVISED SITE PLAN
3	11.15.2021	REVISED SITE PLAN
4	11.15.2021	REVISED SITE PLAN

NO.	DATE	DESCRIPTION
1	11.15.2021	START PROJECT LAYOUT
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4	11.15.2021	REVISED SITE PLAN

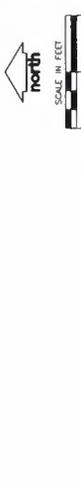
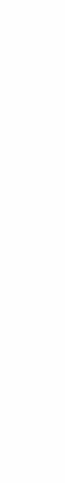
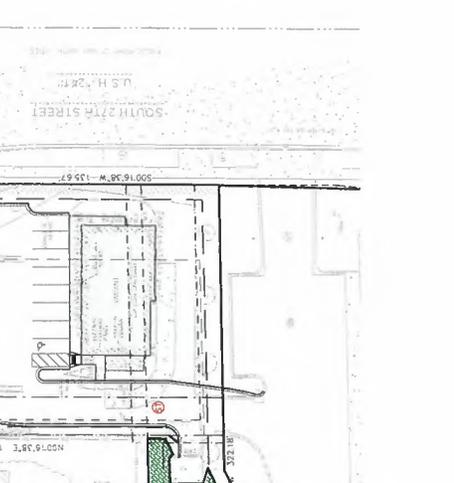
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4	11.15.2021	REVISED SITE PLAN

NATURAL RESOURCE PROTECTION

Resource Category	Area (Acres)	Value	Notes
Wetland	0.1809	0.0015	
Wetland Buffer	0.2775	0.0015	
Wetland Setback	0.0917	0.0015	
Woodland (Young)	0.3395	0.0015	
Woodland (Mature)	0.2634	0.0015	
Wetland Buffer	0.0774	0.0015	



SITE INTENSITY AND CAPACITY CALCULATION

Table 15.3.0302: Worksheet for the Calculation of Base Site Area for Both Residential and Non-Residential Use.

STEP 1: Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property. 1.8 acres

STEP 2: Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate major ditches, and any dedicated public park and/or school site. 0 acres

STEP 3: Subtract (-) land which, as a part of a previously approved subdivision or land division, was reserved for open space. 0 acres

STEP 4: In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses. 0 acres

STEP 5: In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, add (+) the land proposed for residential uses. 1.8 acres

STEP 6: Equals "Base Site Area". 1.8 acres

STEP	DESCRIPTION	ACRES
1	Total Gross Site Area	1.8
2	Subtract (-) Land for Existing Dedicated Public Street Rights-of-Way, Major Ditches, and Park/School Sites	0
3	Subtract (-) Land Reserved for Open Space	0
4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

STEP	DESCRIPTION	ACRES
1	Total Gross Site Area	1.8
2	Subtract (-) Land for Existing Dedicated Public Street Rights-of-Way, Major Ditches, and Park/School Sites	0
3	Subtract (-) Land Reserved for Open Space	0
4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

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3	Subtract (-) Land Reserved for Open Space	0
4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

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3	Subtract (-) Land Reserved for Open Space	0
4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

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6	Equals "Base Site Area"	1.8

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3	Subtract (-) Land Reserved for Open Space	0
4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

STEP	DESCRIPTION	ACRES
1	Total Gross Site Area	1.8
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3	Subtract (-) Land Reserved for Open Space	0
4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

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1	Total Gross Site Area	1.8
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3	Subtract (-) Land Reserved for Open Space	0
4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

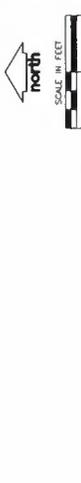
STEP	DESCRIPTION	ACRES
1	Total Gross Site Area	1.8
2	Subtract (-) Land for Existing Dedicated Public Street Rights-of-Way, Major Ditches, and Park/School Sites	0
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4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

STEP	DESCRIPTION	ACRES
1	Total Gross Site Area	1.8
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6	Equals "Base Site Area"	1.8

STEP	DESCRIPTION	ACRES
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4	Subtract (-) Land for Non-Residential Use	0
5	Add (+) Land for Residential Use	1.8
6	Equals "Base Site Area"	1.8

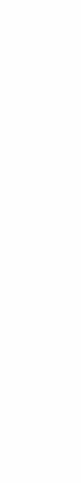
LEGEND

Wetland Disturbance (0.0015 Acres)	Wetland Buffer (0.1809 Acres)	Wetland Setback (0.0917 Acres)	Woodland (Young) (0.3395 Acres)	Woodland (Mature) (0.2634 Acres)	Wetland Buffer (0.0774 Acres)
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EXHIBIT

Toll Free (800) 242-8511



WETLAND DELINEATION REPORT
COLLEGE AVE. & S. 27TH ST.

COLLEGE AVE ASSOC LLC

W225 N3178 DUPLAINVILLE RD
PEWAUKEE, WI 53072

PROJECT #: 18-8450

June 4, 2018

Updated April 19, 2019



HELIANTHUS

247 W Freshwater Way, Suite 210
Milwaukee, Wisconsin – 53204

www.healthyenvironmentsdesigned.com

INTRODUCTION

The subject property is located in the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. The site is located at the southwest corner of College Avenue and S. 27th Street. A map identifying the project location can be found in **FIGURE 1**. The closest waterbody to the site is an unnamed tributary to the Root River which is 1100 feet west of the project site.

The subject property is made up of 6 parcels, with a total of approximately 4.5 acres in size. Three of the parcels contain single family residences, one parcel is a vacant fast food restaurant, one parcel is an active commercial property with a Salvation Army building, and the final parcel consists of lawn and woodland. The parcels are proposed to be redeveloped. The purpose of the wetland delineation was to identify the existing wetlands on the property and to create a map of their boundaries. A map of the surveyed wetland boundary is found in **FIGURE 7**. The wetland boundary was adjusted slightly after the second site visit and the new map is now attached as Figure 7.

Kristi Sherfinski of HELIANTHUS conducted the original wetland delineation field work on May 18, 2018 and revisited the site on April 19, 2019, after becoming an Assured Wetland Delineator. Field conditions on May 18 were sunny with air temperatures in the 60s (°F). The temperatures for the previous winter had been normal, but with a slightly lower than average amount of precipitation. Growing season conditions as defined in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and Northcentral and Northeast Region (2012) were documented at the site prior to beginning the delineation. Soil temperatures must be at or above 41°F at depth of 12 inches and at least two plant species must be emerging or breaking bud. On May 18 and on April 19, 2019, growing season conditions were present per these requirements.

Kristi Sherfinski has over 17 years of experience delineating wetlands in the Great Lakes Region. She received her initial basic wetland training at the Wetland Training Institute in Hastings, Michigan in 2002. Kristi worked as a project manager and wetland delineator at JFNew & Associates in Grand Haven, Michigan for six years, conducting wetland delineations in Michigan, Indiana, Illinois, and Wisconsin. Kristi then moved to Wisconsin to work for the Southeastern Wisconsin Regional Planning Commission (SEWRPC) with Dr. Donald Reed. At SEWRPC, Kristi updated the Wisconsin Wetland Inventory (WWI) in 2005 and in 2010 for the seven-county area of southeast Wisconsin. Kristi participated in the Advanced Wetland Delineation training in 2006. In 2009, she attended the Wetland Delineation USACE Regional Supplement training session, the Environmental Corridor Delineation Workshop, and the Farm Service Agency (FSA) Slide

Review training session. After working at SEWRPC for seven years, Kristi worked as an environmental specialist at JSD Professional Services, Inc. for two years, before she started her own business—HELIANTHUS.

METHODS

The process of wetland delineation involves collecting information about the soils, vegetation, and hydrology of a site in order to determine where the wetland boundary is located. The methodology used to conduct the delineation followed the US Army Corps of Engineers Wetlands Delineation Manual (1987), and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. In general, in southeastern and western Wisconsin, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0, August, 2010) is used. The remaining portions of the state follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January, 2012). At this site, the Midwest Regional Supplement was used.

Prior to the site visit, several sources of data are consulted to reveal information that will aid in the locating the wetlands on the site. The sources reviewed include weather records to determine antecedent hydrologic conditions, the Wisconsin Wetland Inventory (WWI) map, the soil survey map, a topographic map, and historic aerial photographs of the project area. In areas that are under active cultivation as farmland, a Farm Service Agency (FSA) Slide Review is also conducted.

Data sample points are chosen based on the potential wetland areas identified by reviewing the above-referenced sources, and other sample points are added based on information gathered while in the field. Sample points are chosen on either side of the wetland line for their ability to reveal information about the actual location of the line, and upland reference data samples are chosen in order to show the contrast between wetland and upland field conditions.

Once a data sample point is chosen and located in the field, data is collected on the vegetation, the hydrology, and the soils of the site. Vegetation is identified by strata (tree, shrub, herbaceous, and vine layers), and an aerial coverage percent is determined for each species by layer. The plot size for the tree, shrub, and vine layers is a 30-foot radius circle, and the plot size for the herbaceous layer is a 5-foot radius circle. The scientific names and wetland status of each plant species follows the National Wetland Plant List (2016). Once all species have been assigned a cover percentage, the dominance by wetland indicator plant species is assessed.

Hydrological indicators, as described in the Regional Supplements, are then listed for the sample point. A soil pit is excavated to at least 20 inches and the depth of water, saturation, and the water table is recorded. The soil profile at the sample point is also described, using the Munsell Soil-Color Charts (2009) to assess the color of the soil, and a texture analysis to determine the predominant texture of each soil layer. This data is used to determine if the soil profile meets the hydric soil indicators as defined in the Regional Supplements and the Field Guide for Identifying Hydric Soils V. 8.1 (USDA, 2017).

Once the location of the wetland line is determined from the data sampling effort, the edge of the wetland is flagged in the field and then surveyed in order to produce a map of the wetland that occurs on the subject property. Representative photographs of the sample points and of each wetland area were taken during the field visit. Any ditch, stream, pond or other water body that may be considered a Water of the U.S. and thus regulated by the U.S. Army Corps of Engineers (USACE) or the Wisconsin Department of Natural Resources (WDNR) is also identified.

RESULTS AND DISCUSSION

Antecedent Hydrologic Condition Analysis

Weather records were consulted from the Mitchell Airport weather station to determine if precipitation levels were normal for the three months prior to the site visit. The antecedent hydrologic condition analysis for the site revealed that climactic conditions near the site were normal at the time of both site visits (**Table 1**). Drier than normal conditions means that hydrologic indicators may be absent from the wetland sample points and the data must be interpreted accordingly. Wetter than normal conditions must be accounted for when interpreting the data because saturation or the water table may be higher than it is during normal conditions, giving false positives for hydrological indicators. Most of the rainfall for the month of May fell before the 18th, so conditions were already above normal for the month at the time of the site visit. The Palmer Hydrological Drought Index indicated that long-term hydrological conditions for the area were "moderately moist".

Table 1 – Antecedent Hydrologic Condition Analysis

Month	3 yrs in 10 Less Than	3 yrs in 10 More Than	Rain Fall	Condition Dry, Wet, Normal	Condition Value	Month Weight Value	Product of Previous Two

							Columns
2018							
May	1.86	3.70	6.49	Wet	3	3	9
April	2.83	4.42	3.11	Normal	2	2	4
March	1.63	3.13	0.66	Dry	1	1	1
						Sum	13
2019							
April	2.83	4.42	3.77	Normal	2	3	6
March	1.63	3.13	1.64	Normal	2	2	4
Feb.	0.97	2.00	3.35	Wet	3	1	3
						Sum	13
If sum is:							
6-9	Then prior period has been drier than normal						
10-14	Then prior period has been normal						
15-18	Then prior period has been wetter than normal						
Conclusions:	A sum of 13 for 2018 and for 2019 shows the prior periods to be normal.						

Review of Existing Data Sources

Existing data sources were reviewed to aid in the identification of wetland areas in the field.

The topographic map (**FIGURE 2**) shows the commercial properties to be on raised pads which are approximately 770 feet in elevation. The elevation drops sharply 5 feet to 665 feet onto the residential and the wooded parcels. The elevation continues to drop more gradually to approximately 662 feet in elevation at the southwest corner of the wooded parcel, and to 661 feet at the northwest corner of the wooded parcel. A slight ridge of 766 feet across the wooded parcel separates it into northern and southern watersheds.

The soil survey map shows two soil types in the project area—Blount silt loam and Ozaukee silt loam (**FIGURE 3**). Both of these soils have the potential to have hydric inclusions.

Table 2 – Soil Types

Map Symbol	Map Unit Name	Hydrologic Drainage Class
BIA	Blount silt loam, 1-3%	Somewhat poorly drained
OzaB2	Ozaukee silt loam, 2-6%, eroded	Moderately well drained

The Wisconsin Wetland Inventory does not indicate any mapped wetlands in the project area (**FIGURE 4**). It shows the area of Blount silt loam as a wetland indicator.

Historic aerial photographs showed that single family residences lined both College Avenue and S. 27th Street until 1980, when some commercial development began to replace the homes (**FIGURE 5**). The currently wooded parcel was originally the site of a single-family residence, which was razed sometime between 2000 and 2005. The woods did not start to develop in the back of the lot until about 1985 or so.

The project area was checked for its inclusion within a mapped Environmental Corridor in the Southeastern Wisconsin region. No mapped environmental corridor area occurs within the project area. A tree survey of the woods was conducted for the City of Franklin and it was determined that the woods meet the definition of a Young Woodland.

Wetlands Identified During the Site Visit

A total of one wetland was identified on the property during the field visits. Site photos of the wetland are included in **FIGURE 6**. The acreages and wetlands that were identified and flagged for the project are shown in **FIGURE 7**. Field data sheets are included in **FIGURE 8**. A description of field visits follows.

Wetland 1

The wetland was located in the southwest corner of the wooded lot in the area of Blount silt loam. It is a highly degraded forested wetland. The dominant species (DP1) were green ash and common buckthorn. The green ashes were all heavily infected by emerald ash borer. A clear drainage pattern was seen, with a small amount of standing water following a drainage path toward the southwest corner of the parcel. The area was in a slight depression. Water stained leaves were seen within this depression. Soils met the hydric soil indicators for F3 Depleted Matrix and for A11 Depleted Below Dark Surface. Trash was visible throughout and dumping probably occurred over many years. On April 19, 2019, about 1 to 2 inches of standing water was visible throughout the wetland area. This standing water made it easier to see the wetland boundary and the wetland flags and the corresponding boundary map were adjusted slightly to more accurately reflect the wetland boundary.

The adjacent upland areas (DP2, DP3) were located at topographic rises of 6 to 12 inches above the wetland. In addition, the leaves were dry and light brown and did not

exhibit signs of water staining. The soils did not meet the hydric soil indicator for A12 Thick Dark Surface because the values and chroma of the layers above the depleted layer were too high. The dominant species were green ash, common buckthorn, and white oak. Upland weed species were also found in some of the adjacent areas. The transition from wetland to upland was very subtle; therefore, the presence of water stained leaves, topographic differences, and the presence of upland weeds were used to delineate the line.

Other data points were taken on the property. Data Point 4 was taken in an area of Blount silt loam in the northwest corner of the wooded parcel that is separated from the wetland area to the south by a ridge of Ozaukee silt loam. This area slopes to the north and drains in a different direction away from the wetland. The vegetation in this area was dominated entirely by facultative (FAC) plants—box elder, common buckthorn, and garlic mustard. The FAC-neutral test was met by non-dominant species because green ash was counted in both the tree and the herbaceous layer. Other hydrological indicators were absent, and soil saturation was not discovered until 20 inches. Soils did not meet any hydric indicators.

Data Point 5 was taken in a constructed detention basin located near the Salvation Army building and it contained mostly upland weed species. The dominant species were tall goldenrod, common buckthorn, and Dame's rocket. The only hydrological indicator was Geomorphic Position because of its depressional shape. The soils consisted of a six-inch layer of topsoil over the top of solid gravel fill, and failed to meet any hydric indicator. The detention basin apparently was designed to drain quickly.

Ditches

There were no roadside ditches on the subject property. Both roads were curb and gutter roads.

CONCLUSION

HELIANTHUS LLC identified one wetland on the project site on May 18, 2018, using the standard practices described in this report and their best professional judgment. This site was revisited on April 19, 2019 to recheck the lines after Ms. Sherfinski became an Assured Wetland Delineator. However, the final authority for the location of the wetland boundary rests with the U.S. Army Corps of Engineers (USACE) and the Wisconsin Department of Natural Resources (WDNR). It is recommended that this report be submitted to the WDNR for their concurrence with the wetland boundary, and be submitted to the USACOE for a jurisdictional determination.

In addition, because a wetland delineation is considered to be a point in time determination, wetland delineations are considered to be valid for a period of only five years for federal wetlands and 15 years for nonfederal wetlands. Weather patterns and site conditions can change over time, making a new delineation necessary.

It is the opinion of HELIANTHUS that Wetland 1 meets the less susceptible category as it is defined in Chapter NR 151 Runoff Management protective area standards, because it is dominated by common buckthorn, an invasive species, and it is highly degraded due to repeated dumping of trash over the years. A buffer zone based on 10% of the average width of the wetland, with a minimum of 10 feet and a maximum of 30 feet, will be necessary for any new development. Stormwater protective area categories per Chapter NR 151 are subject to final authority by the WDNR. The City of Franklin also has its own set of protective buffer standards.

Other environmental considerations include threatened or endangered species. It is recommended that an Endangered Resources (ER) Review request be submitted to the WDNR prior to pursuing any permits for proposed work.

Any impact, alteration, or fill to either the wetland areas or to waterways that are considered Waters of the U.S. are subject to state and federal regulations and permits may be required. The WDNR administers Chapters 30 and 281 of the Wisconsin State Statutes, and the USACE administers Section 404 of the Clean Water Act. Additional county, city or village ordinances may also apply to wetlands or waterways. If any disturbance occurs on the property without obtaining wetland delineation concurrence or authorization from the USACE and WDNR, it should be considered at the owner's own risk and HELIANTHUS LLC shall not be considered responsible or liable for any resulting damages.

REFERENCES

Environmental Laboratory 1987 Corps of Engineers Wetland Delineation Manual Technical Report Y-87-1 Vicksburg, MS U S Army Engineer Waterways Experiment Station

Environmental Laboratory 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual Midwest Region, Version 2.0 ERDC/EL TR-10-16 Vicksburg, MS U S Army Corps of Engineer Research and Development Center

Environmental Laboratory 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual Northcentral and Northeast Region, Version 2.0 ERDC/EL TR 12-1 Vicksburg, MS U S Army Corps of Engineer Research and Development Center

Guidance for Offsite Hydrology/Wetland Determinations July 1, 2016 St Paul District US Army Corps of Engineers

Guidance for Submittal of Delineation Reports to the St Paul District Army Corps of Engineers and the Wisconsin Department of Natural Resources March 4, 2015 St Paul District US Army Corps of Engineers

Lichvar, R.W, D L Banks, W N Kirchner, and N C Melvin 2016 State of Wisconsin 2016 Wetland Plant List The National Wetland Plant List 2016 Wetland Ratings Phytoneuron 2016-30 1-17

Munsell Color X-rite 2009. Munsell Soil-Color Charts Grand Rapids, MI

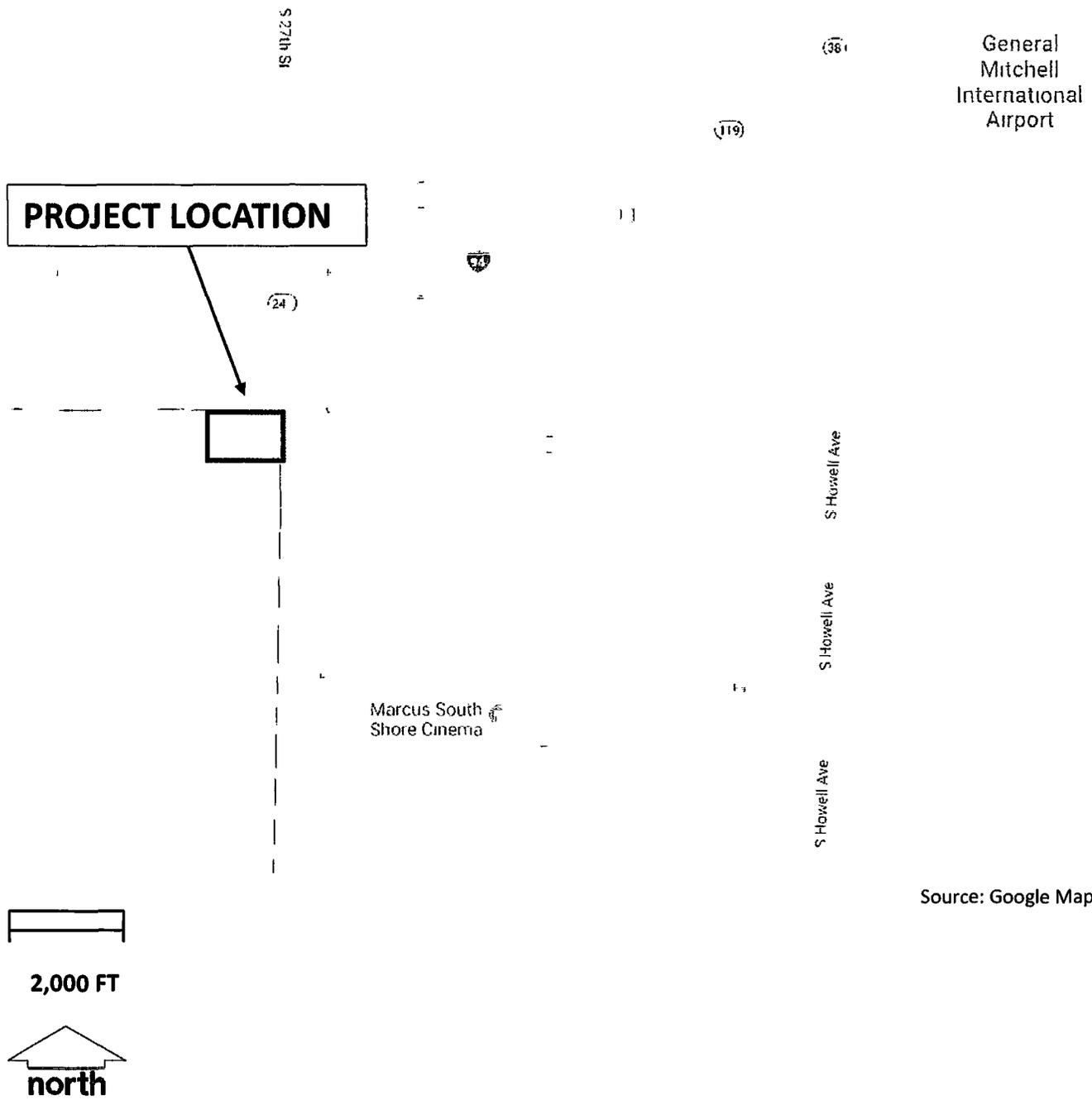
NOAA Regional Climate Centers Applied Climate Information System (ACIS) Online www.rcc-acis.org

Southeastern Wisconsin Regional Planning Commission (SEWRPC) Regional Map Server Online maps.sewrpc.org/regionalandinfo/regionalmapping/RegionalMaps/viewer.htm

USDA Natural Resources Conservation Service 2017 Field Indicators of Hydric Soils in the United States A Guide for Identifying and Delineating Hydric Soils, Version 8.1, ed L. M. Vasilas, G W Hurt, and C V Noble Washington, DC USDA NRCS in cooperation with the National Technical Committee for Hydric Soils

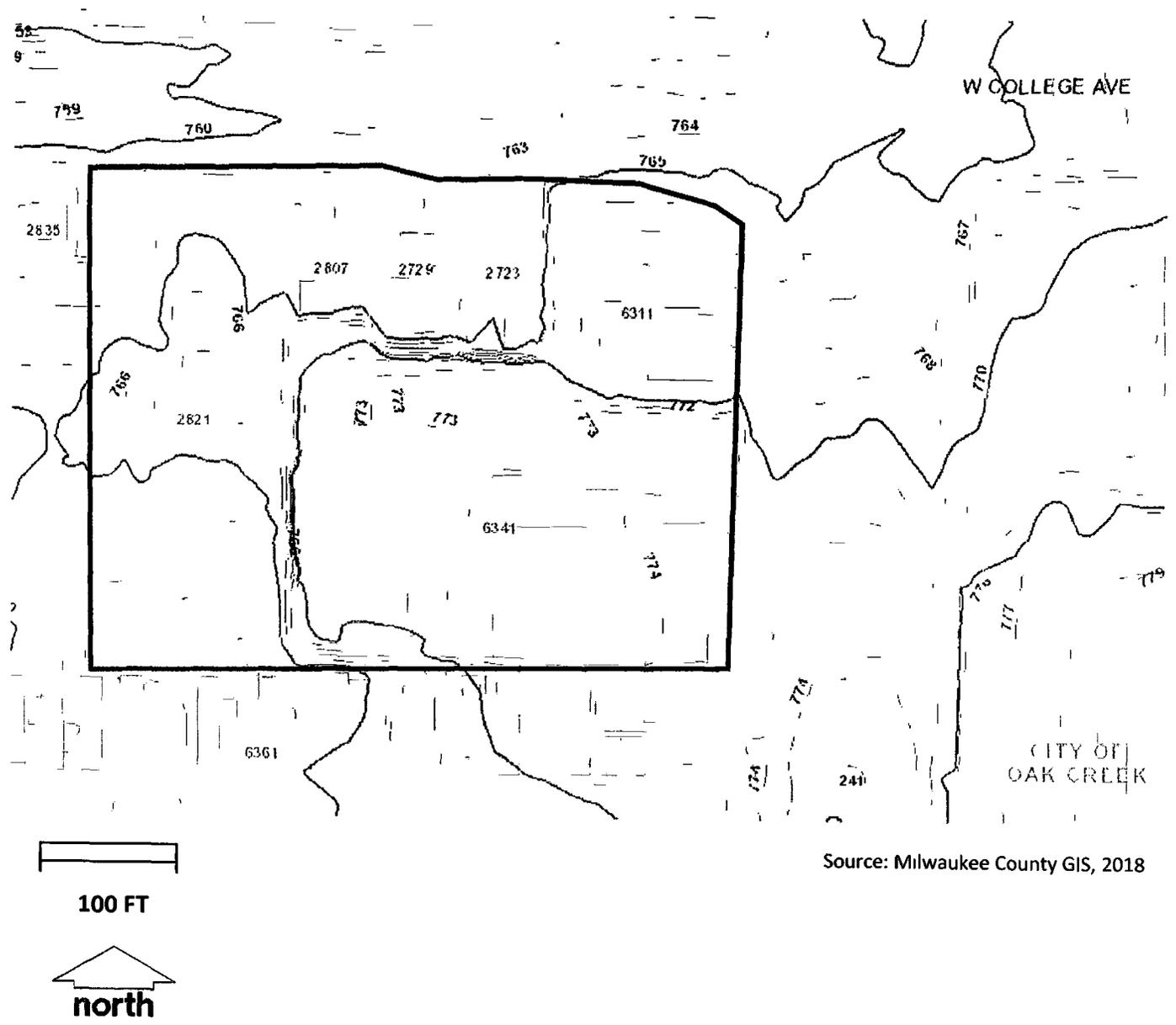
USDA Natural Resources Conservation Service Web Soil Survey Online www.websoilsurvey.sc.egov.usda.gov

Wisconsin DNR Surface Water Data Viewer (SWDV) Online www.dnr.wi.gov/topic/surfacewater/swdv/



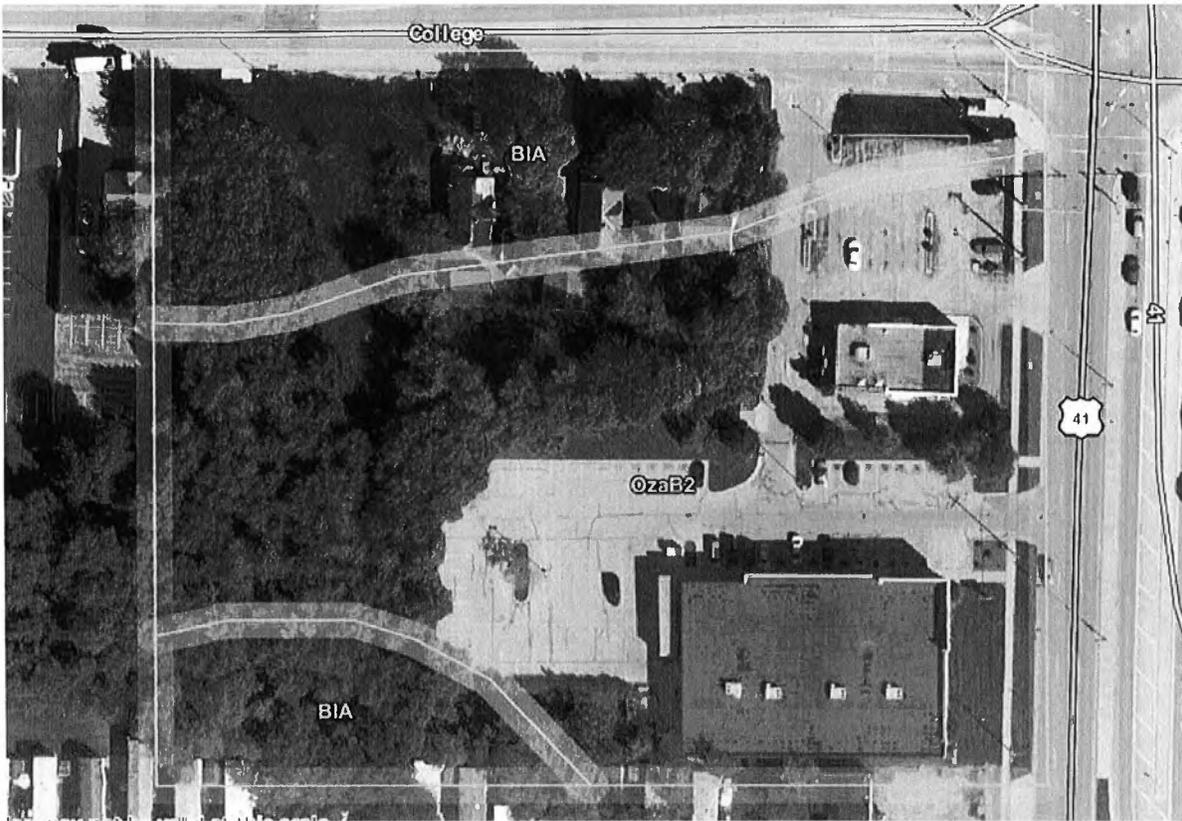
Source: Google Maps, 2018

FIGURE 1. LOCATION MAP

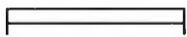


Source: Milwaukee County GIS, 2018

FIGURE 2. TOPOGRAPHIC MAP



Source: NRCS Web Soil Survey, 2018



100 FT

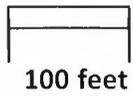


Map Unit Symbol	Map Unit Name
BIA	Blount silt loam, 1-3%
OzaB2	Ozaukee silt loam, 2-6%, eroded

FIGURE 3. SOIL SURVEY MAP



Source: WIDNR Surface Water Data Viewer, 2018



- Filled Areas
- Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/drained wetland
 - Wetland too small to delineate
- Filled Points
- Wetland Class Areas
 - Wetland
 - Upland
- Filled Areas
- NRCS Wetspots
- Maximum Extent Wetland Indicators
- Minimum Extent Wetland Indicators

FIGURE 4. WWI MAP



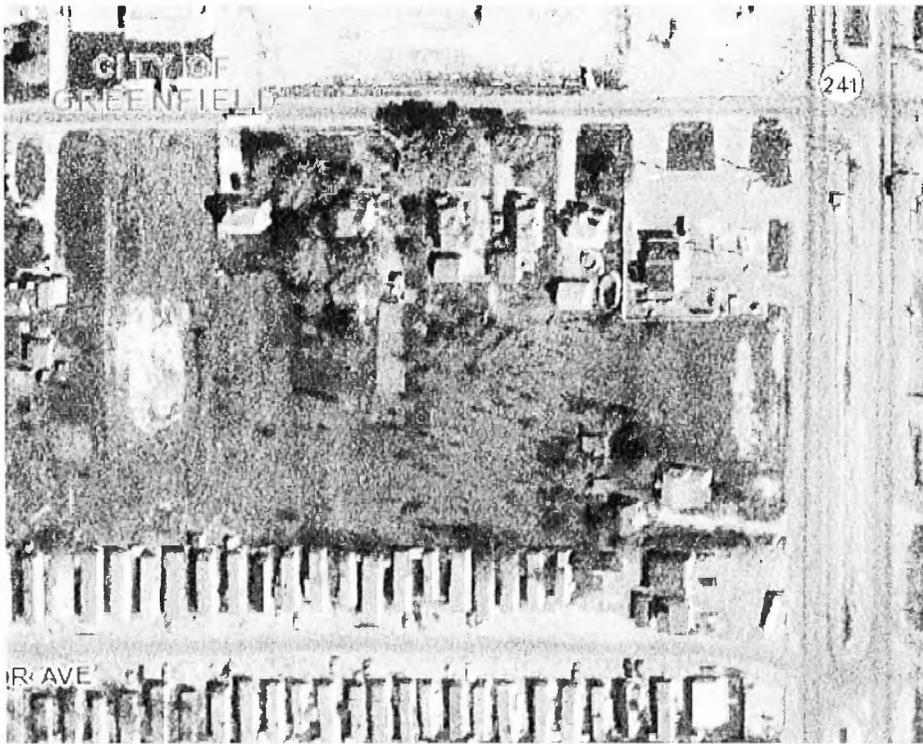
1937.



1963.

Source: Milwaukee County GIS, 2018

FIGURE 5. HISTORIC AERIAL PHOTOS



1970.



1980.

Source: Milwaukee County GIS, 2018

FIGURE 5. HISTORIC AERIAL PHOTOS



1990.



2005.

Source: Milwaukee County GIS, 2018

FIGURE 5. HISTORIC AERIAL PHOTOS

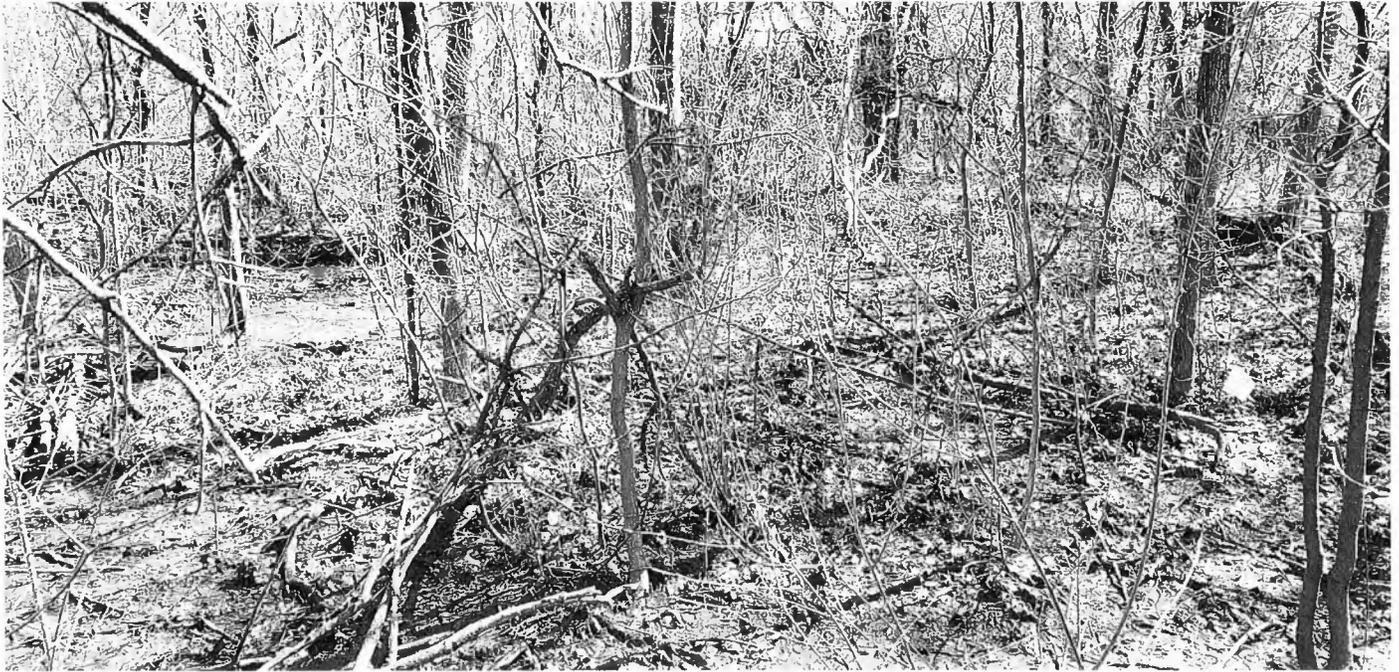


The wetland is a degraded forested wetland, taken May 18, 2018.

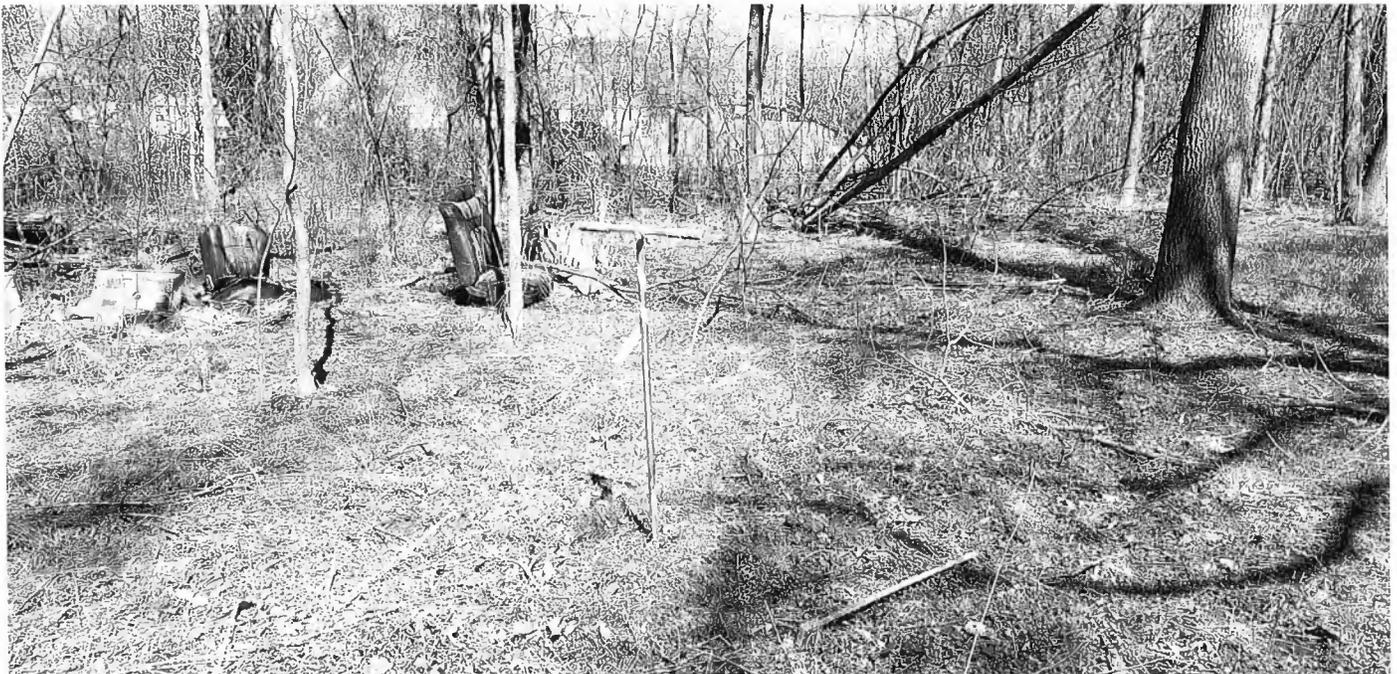


The detention basin near the Salvation Army building, taken May 18, 2018.

FIGURE 6. SITE PHOTOS



A view of the forested wetland taken on April 19, 2019.



Another view of the wetland taken April 19, 2019.

FIGURE 6. SITE PHOTOS

FIGURE 7. WETLAND BOUNDARY MAP



WETLAND DELINEATED BY K. SHERFINSKI OF HELIANTHUS LLC ON MAY 18, 2018. ADDITIONAL DATA POINTS TAKEN AND WETLAND BOUNDARY ADJUSTED ON APRIL 19, 2019 BY K. SHERFINSKI.

COLLEGE AVE ASSOC LLC
W225 N3178 DUPLAINVILLE RD
PEWAUKEE, WI 53072

WETLAND BOUNDARY MAP COLLEGE AVENUE AND 27TH STREET FRANKLIN, WI

FIGURE 7

Project No.	18-8450
Date	04-22-2019
Scale	W1.0
Drawn By	KAS

HELIANTHUS
HELIANTHUS LLC
247 W. FRESHWATER
WAY, SUITE 210
MILWAUKEE, WI 53204

FIGURE 8. FIELD DATA SHEETS

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site College Ave & S 27th St City/County Franklin/Milwaukee Sampling Date 5-18-18 & 4-19-19
 Applicant/Owner College Avenue Associates LLC State WI Sampling Point 1
 Investigator(s) K Sherfinski Section, Township, Range S1, 5N, 21E
 Landform (hillslope, terrace, etc) drainageway Local relief (concave, convex, none) concave
 Slope (%) 0-1% Lat _____ Long _____ Datum _____
 Soil Map Unit Name Blount silt loam, (BIA) NWI Classification None
 Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? Yes
SUMMARY OF FINDINGS (If needed, explain any answers in remarks)

Hydrophytic vegetation present? <u>Y</u>		Is the sampled area within a wetland? <u>Y</u>
Hydric soil present? <u>Y</u>		
Indicators of wetland hydrology present? <u>Y</u>		
Remarks (Explain alternative procedures here or in a separate report)		

VEGETATION -- Use scientific names of plants

Tree Stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet
1 <u>Fraxinus pennsylvanica</u>	60	Y	FACW	Number of Dominant Species that are OBL, FACW or FAC <u>3</u> (A)
2 <u>Acer saccharum</u>	5	N	FACW	Total Number of Dominant Species Across all Strata <u>3</u> (B)
3 _____				Percent of Dominant Species that are OBL FACW or FAC <u>100 00%</u> (A/B)
4 _____				
5 _____				
	65 = Total Cover			
Sapling/Shrub stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Prevalence Index Worksheet
1 <u>Rhamnus cathartica</u>	50	Y	FAC	Total % Cover of
2 <u>Fraxinus pennsylvanica</u>	30	Y	FACW	OBL species <u>0</u> x 1 = <u>0</u>
3 <u>Acer negundo</u>	10	N	FAC	FACW species <u>95</u> x 2 = <u>190</u>
4 _____				FAC species <u>63</u> x 3 = <u>189</u>
5 _____				FACU species <u>0</u> x 4 = <u>0</u>
	90 = Total Cover			UPL species <u>0</u> x 5 = <u>0</u>
Herb stratum (Plot size <u>5ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators
1 <u>Rhamnus cathartica</u>	2		FAC	Rapid test for hydrophytic vegetation
2 <u>Acer negundo</u>	1		FAC	<input checked="" type="checkbox"/> Dominance test is >50%
3 _____				<input checked="" type="checkbox"/> Prevalence index is ≤3 0*
4 _____				Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)
5 _____				Problematic hydrophytic vegetation* (explain)
6 _____				
7 _____				
8 _____				
9 _____				
10 _____				
	3 = Total Cover			*Indicators of hydric soil and wetland hydrology must be present unless disturbed or problematic
Woody vine stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present? <u>Y</u>
1 _____				
2 _____				
	0 = Total Cover			

Remarks (Include photo numbers here or on a separate sheet)
Disturbed forested wetland

Profile Description* (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-6	10YR 3/1	100					silty clay loam	
6-12	10YR 4/1	95	10YR 4/6	5	C	M	silty clay loam	
12-20	10YR 5/1	90	10YR 4/6	10	C	M	silty clay	

*Type C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils
<input type="checkbox"/> Histisol (A1) <input type="checkbox"/> Histic Eppedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input checked="" type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input checked="" type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)
	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) <input type="checkbox"/> Dark Surface (S7) (LRR K, L) <input type="checkbox"/> Iron-manganese masses (F12) (LRR K, L, R) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (explain in remarks)
*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic	

Restrictive Layer (if observed): Type _____ Depth (inches) _____	Hydric soil present? <u>Y</u>
---	-------------------------------

Remarks

HYDROLOGY

Wetland Hydrology Indicators:	
Primary Indicators (minimum of one is required, check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1) <input checked="" type="checkbox"/> High Water Table (A2) <input checked="" type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input checked="" type="checkbox"/> Water Stained Leaves (B9)	<input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> True Aquatic Plants (B14) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Gauge or Well Data (D9) <input type="checkbox"/> Other (Explain in Remarks)
	<input type="checkbox"/> Surface Soil Cracks (B6) <input checked="" type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input checked="" type="checkbox"/> Geomorphic Position (D2) <input checked="" type="checkbox"/> FAC-Neutral Test (D5)

Field Observations: Surface water present? Yes <u> </u> No <u> X </u> Depth (inches) _____ Water table present? Yes <u> X </u> No <u> </u> Depth (inches) <u> 1 </u> Saturation present? Yes <u> X </u> No <u> </u> Depth (inches) <u> At surface </u> (includes capillary fringe)	Indicators of wetland hydrology present? <u>Y</u>
---	---

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available

Remarks
 Approximately 1-2 inches of standing water was visible during the April 19 site visit

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site College Ave & S 27th St City/County Franklin/Milwaukee Sampling Date 5-18-2018
 Applicant/Owner College Avenue Associates LLC State WI Sampling Point 2
 Investigator(s) K Sherfinski Section, Township, Range S1, 5N, 21E
 Landform (hillslope, terrace, etc) slight slope Local relief (concave, convex, none) convex
 Slope (%) 1-2% Lat _____ Long _____ Datum _____
 Soil Map Unit Name Blount silt loam, (BIA) NWI Classification None
 Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? Yes
SUMMARY OF FINDINGS (If needed, explain any answers in remarks)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID _____
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	
Remarks (Explain alternative procedures here or in a separate report)	

VEGETATION -- Use scientific names of plants

Tree Stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet
1 <u>Fraxinus pennsylvanica</u>	40	Y	FACW	Number of Dominant Species that are OBL FACW, or FAC <u>3</u> (A) Total Number of Dominant Species Across all Strata <u>4</u> (B) Percent of Dominant Species that are OBL FACW or FAC <u>75.00%</u> (A/B)
2 <u>Quercus alba</u>	40	Y	FACU	
3 _____				
4 _____				
5 _____				
<u>80</u> = Total Cover				Prevalence Index Worksheet Total % Cover of OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>60</u> x 2 = <u>120</u> FAC species <u>64</u> x 3 = <u>192</u> FACU species <u>40</u> x 4 = <u>160</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>164</u> (A) <u>472</u> (B) Prevalence Index = B/A = <u>2.88</u>
Sapling/Shrub stratum (Plot size <u>30ft radius</u>)				
1 <u>Rhamnus cathartica</u>	60	Y	FAC	
2 <u>Fraxinus pennsylvanica</u>	20	Y	FACW	
3 _____				
4 _____				
5 _____				
<u>80</u> = Total Cover				
Herb stratum (Plot size <u>5ft radius</u>)				
1 <u>Rhamnus cathartica</u>	3		FAC	
2 <u>Acer negundo</u>	1		FAC	
3 _____				
4 _____				
5 _____				
6 _____				
7 _____				
8 _____				
9 _____				
10 _____				
<u>4</u> = Total Cover				
Woody vine stratum (Plot size <u>30ft radius</u>)				
1 _____				
2 _____				
<u>0</u> = Total Cover				
Hydrophytic Vegetation Indicators Rapid test for hydrophytic vegetation <input checked="" type="checkbox"/> Dominance test is >50% <input checked="" type="checkbox"/> Prevalence index is ≤3.0* Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present unless disturbed or problematic				
Hydrophytic vegetation present? <u>Y</u>				

Remarks (Include photo numbers here or on a separate sheet)
Transitional forest

Profile Description (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-6	10YR 2/2	100					silty clay loam	
6-17	10YR 3/2	100					silty clay loam	
17-24	10YR 4/2	90	10YR 5/4	10	C	M	silty clay	

*Type C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix

Hydric Soil Indicators: <input type="checkbox"/> Histisol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	Indicators for Problematic Hydric Soils: <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) <input type="checkbox"/> Dark Surface (S7) (LRR K, L) <input type="checkbox"/> Iron-manganese masses (F12) (LRR K, L, R) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (explain in remarks)
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*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed): Type _____ Depth (inches) _____	Hydric soil present? <u> N </u>
Remarks _____	

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required, check all that apply)			Secondary Indicators (minimum of two required)		
<input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> True Aquatic Plants (B14) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Gauge or Well Data (D9) <input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input checked="" type="checkbox"/> FAC-Neutral Test (D5)			

Field Observations Surface water present? Yes <u> </u> No <u> X </u> Depth (inches) _____ Water table present? Yes <u> X </u> No <u> </u> Depth (inches) <u> 19 </u> Saturation present? Yes <u> X </u> No <u> </u> Depth (inches) <u> 17 </u> (includes capillary fringe)	Indicators of wetland hydrology present? <u> N </u>
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Describe recorded data (stream gauge monitoring well aerial photos, previous inspections), if available

Remarks
 Sample point located on a rise approximately 6-12 inches higher than adjacent wetland. In contrast to wetland, there were no water stained leaves here.

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site College Ave & S 27th St City/County Franklin/Milwaukee Sampling Date 5-18-2018
 Applicant/Owner College Avenue Associates LLC State WI Sampling Point 3
 Investigator(s) K Sherfinski Section, Township, Range S1, 5N, 21E
 Landform (hillslope, terrace, etc) slight slope Local relief (concave, convex, none) none
 Slope (%) 1-2% Lat _____ Long _____ Datum _____
 Soil Map Unit Name Ozaukee silt loam (OzaB2) NWI Classification None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation _____, soil X, or hydrology _____ significantly disturbed? Are "normal circumstances" present? No
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? No
SUMMARY OF FINDINGS (If needed, explain any answers in remarks)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? f yes, optional wetland site ID _____
Hydric soil present?	<u>N</u>	
Indicators of wetland hydrology present?	<u>N</u>	

Remarks (Explain alternative procedures here or in a separate report)
 Some dumping of trash present

VEGETATION -- Use scientific names of plants

Tree Stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet
1 <u>Acer negundo</u>	25	Y	FAC	
2 <u>Fraxinus pennsylvanica</u>	20	Y	FACW	
3 _____				
4 _____				
5 _____				
	45 = Total Cover			
Sapling/Shrub stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Prevalence Index Worksheet
1 <u>Rhamnus cathartica</u>	30	Y	FAC	
2 <u>Fraxinus pennsylvanica</u>	10	Y	FACW	
3 <u>Acer negundo</u>	3	N	FAC	
4 _____				
5 _____				
	43 = Total Cover			
Herb stratum (Plot size <u>5ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators:
1 <u>Fragaria virginiana</u>	20	Y	FACU	
2 <u>Solidago gigantea</u>	20	Y	FACW	
3 <u>Glechoma hederacea</u>	20	Y	FACU	
4 <u>Phalaris arundinacea</u>	10	N	FACW	
5 <u>Geum canadense</u>	5	N	FAC	
6 <u>Carex blanda</u>	5	N	FAC	
7 <u>Prunus serotina</u>	2	N	FACU	
8 <u>Taraxacum officinale</u>	2	N	FACU	
9 _____				
10 _____				
	84 = Total Cover			
Woody vine stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present?
1 <u>Parthenocissus quinquefolia</u>	5	Y	FACU	
2 _____				
	5 = Total Cover			

Remarks (Include photo numbers here or on a separate sheet)
 Transitional forest FAC-N test based on non-dominants was not met

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-14	10YR 3/1	100					silty clay loam	
14-20	10YR 4/3	97	10YR 4/4	3	C	M	silty clay loam	

*Type C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix

Hydric Soil Indicators: <input type="checkbox"/> Histisol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	Indicators for Problematic Hydric Soils: <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) <input type="checkbox"/> Dark Surface (S7) (LRR K, L) <input type="checkbox"/> Iron-manganese masses (F12) (LRR K, L, R) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (explain in remarks)
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*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed): Type _____ Depth (inches) _____	Hydric soil present? <u> N </u>
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Remarks
 Trash and evidence of dumping in this area

HYDROLOGY

Wetland Hydrology Indicators.

Primary Indicators (minimum of one is required, check all that apply) <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> True Aquatic Plants (B14) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Gauge or Well Data (D9) <input type="checkbox"/> Other (Explain in Remarks)	Secondary Indicators (minimum of two required) <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Dry Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> FAC Neutral Test (D5)
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Field Observations Surface water present? Yes <u> </u> No <u> X </u> Depth (inches) _____ Water table present? Yes <u> X </u> No <u> </u> Depth (inches) <u> 14 </u> Saturation present? Yes <u> X </u> No <u> </u> Depth (inches) <u> 13 </u> (includes capillary fringe)	Indicators of wetland hydrology present? <u> N </u>
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Describe recorded data (stream gauge monitoring well, aerial photos, previous inspections) if available

Remarks

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site College Ave & S 27th St City/County Franklin/Milwaukee Sampling Date 5-18-2018
 Applicant/Owner College Avenue Associates LLC State WI Sampling Point 4
 Investigator(s) K Sherfinski Section, Township, Range S1, 5N, 21E
 Landform (hillslope, terrace, etc) hillslope Local relief (concave, convex, none) none
 Slope (%) 2-3% Lat _____ Long _____ Datum _____
 Soil Map Unit Name Blount silt loam, (BIA) NWI Classification None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? Yes
SUMMARY OF FINDINGS (If needed, explain any answers in remarks)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID _____
Hydric soil present?	<u>N</u>	
Indicators of wetland hydrology present?	<u>N</u>	

Remarks (Explain alternative procedures here or in a separate report)

VEGETATION -- Use scientific names of plants

Tree Stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet
1 <u>Acer negundo</u>	<u>70</u>	<u>Y</u>	<u>FAC</u>	
2 <u>Fraxinus pennsylvanica</u>	<u>10</u>	<u>N</u>	<u>FACW</u>	Total Number of Dominant Species Across all Strata <u>5</u> (B)
3 _____				Percent of Dominant Species that are OBL, FACW or FAC <u>100 00%</u> (A/B)
4 _____				
5 _____				
	<u>80</u>	<u>= Total Cover</u>		
Sapling/Shrub stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Prevalence Index Worksheet
1 <u>Rhamnus cathartica</u>	<u>25</u>	<u>Y</u>	<u>FAC</u>	
2 <u>Acer negundo</u>	<u>15</u>	<u>Y</u>	<u>FAC</u>	OBL species <u>0</u> x 1 = <u>0</u>
3 _____				FACW species <u>11</u> x 2 = <u>22</u>
4 _____				FAC species <u>170</u> x 3 = <u>510</u>
5 _____				FACU species <u>5</u> x 4 = <u>20</u>
	<u>40</u>	<u>= Total Cover</u>		UPL species <u>0</u> x 5 = <u>0</u>
				Column totals <u>186</u> (A) <u>552</u> (B)
				Prevalence Index = B/A = <u>2.97</u>
Herb stratum (Plot size <u>5ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators
1 <u>Alliaria petiolata</u>	<u>30</u>	<u>Y</u>	<u>FAC</u>	
2 <u>Rhamnus cathartica</u>	<u>30</u>	<u>Y</u>	<u>FAC</u>	<input checked="" type="checkbox"/> Dominance test is >50%
3 <u>Taraxacum officinale</u>	<u>5</u>	<u>N</u>	<u>FACU</u>	<input checked="" type="checkbox"/> Prevalence index is ≤3.0*
4 <u>Fraxinus pennsylvanica</u>	<u>1</u>	<u>N</u>	<u>FACW</u>	Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)
5 _____				Problematic hydrophytic vegetation* (explain)
6 _____				
7 _____				
8 _____				
9 _____				
10 _____				
	<u>66</u>	<u>= Total Cover</u>		*Indicators of hydric soil and wetland hydrology must be present unless disturbed or problematic
Woody vine stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present?
1 _____				<u>Y</u>
2 _____				
	<u>0</u>	<u>= Total Cover</u>		

Remarks (Include photo numbers here or on a separate sheet)
 Transitional forest dominated by facultative plants FAC-N test is met by non-dominant species

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-13	10YR 2/2	100					silty clay loam	
13-18	10YR 3/2	100					silty clay loam	

*Type C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix

Hydric Soil Indicators: <input type="checkbox"/> Histisol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	Indicators for Problematic Hydric Soils <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) <input type="checkbox"/> Dark Surface (S7) (LRR K, L) <input type="checkbox"/> Iron-manganese masses (F12) (LRR K, L, R) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (explain in remarks)
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*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed): Type _____ Depth (inches) _____	Hydric soil present? <u> N </u>
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Remarks

HYDROLOGY

Wetland Hydrology Indicators Primary Indicators (minimum of one is required, check all that apply)		Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> True Aquatic Plants (B14) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Gauge or Well Data (D9) <input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input checked="" type="checkbox"/> FAC-Neutral Test (D5)

Field Observations Surface water present? Yes <u> </u> No <u> X </u> Depth (inches) _____ Water table present? Yes <u> </u> No <u> X </u> Depth (inches) _____ Saturation present? Yes <u> X </u> No <u> </u> Depth (inches) <u> 20 </u> (includes capillary fringe)	Indicators of wetland hydrology present? <u> </u>
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Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available

Remarks
 Area is on a 2-3% slope that drains towards the road

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site College Ave & S 27th St City/County Franklin/Milwaukee Sampling Date 5-18-2018
 Applicant/Owner College Avenue Associates LLC State WI Sampling Point 5
 Investigator(s) K Sherfinski Section, Township, Range S1, 5N, 21E
 Landform (hillslope, terrace, etc) constructed basin Local relief (concave, convex, none) concave
 Slope (%) 0-1% Lat _____ Long _____ Datum _____
 Soil Map Unit Name Blount silt loam, (BIA) NWI Classification None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation _____, soil X, or hydrology _____ significantly disturbed? Are "normal circumstances" present? No
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	<u>N</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID _____
Hydric soil present?	<u>N</u>	
Indicators of wetland hydrology present?	<u>N</u>	

Remarks (Explain alternative procedures here or in a separate report)
 A constructed basin designed to receive roof drain flow Soils consist of fill

VEGETATION -- Use scientific names of plants

Tree Stratum	(Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet
1					
2					Total Number of Dominant Species Across all Strata <u>3</u> (B)
3					Percent of Dominant Species that are OBL, FACW, or FAC <u>33 33%</u> (A/B)
4					
5					
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size <u>30ft radius</u>)				Prevalence Index Worksheet
1					
2					OBL species <u>0</u> x 1 = <u>0</u>
3					FACW species <u>3</u> x 2 = <u>6</u>
4					FAC species <u>18</u> x 3 = <u>54</u>
5					FACU species <u>30</u> x 4 = <u>120</u>
		<u>0</u>	= Total Cover		UPL species <u>6</u> x 5 = <u>30</u>
					Column totals <u>57</u> (A) <u>210</u> (B)
					Prevalence Index = B/A = <u>3 68</u>
Herb stratum	(Plot size <u>5ft radius</u>)				Hydrophytic Vegetation Indicators: _____ Rapid test for hydrophytic vegetation _____ Dominance test is >50% _____ Prevalence index is ≤3 0* _____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) _____ Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1	<u>Solidago altissima</u>	<u>10</u>	<u>Y</u>	<u>FACU</u>	
2	<u>Hesperis matronalis</u>	<u>10</u>	<u>Y</u>	<u>FACU</u>	
3	<u>Rhamnus cathartica</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>	
4	<u>Taraxacum officinale</u>	<u>5</u>	<u>N</u>	<u>FACU</u>	
5	<u>Symphotrichum urophyllum</u>	<u>5</u>	<u>N</u>	<u>UPL</u>	
6	<u>Glechoma hederacea</u>	<u>5</u>	<u>N</u>	<u>FACU</u>	
7	<u>Alliaria petiolata</u>	<u>5</u>	<u>N</u>	<u>FAC</u>	
8	<u>Poa pratensis</u>	<u>3</u>	<u>N</u>	<u>FAC</u>	
9	<u>Fraxinus pennsylvanica</u>	<u>3</u>	<u>N</u>	<u>FACW</u>	
10	<u>Daucus carota</u>	<u>1</u>	<u>N</u>	<u>UPL</u>	
		<u>57</u>	= Total Cover		
Woody vine stratum	(Plot size <u>30ft radius</u>)				Hydrophytic vegetation present? <u>N</u>
1					
2					
		<u>0</u>	= Total Cover		

Remarks (Include photo numbers here or on a separate sheet)
 Weed species growing in a constructed detention basin

Profile Description (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-6	10YR 2/1	100					loam	

*Type C = Concentration D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix

Hydric Soil Indicators: <input type="checkbox"/> Histisol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	Indicators for Problematic Hydric Soils <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) <input type="checkbox"/> Dark Surface (S7) (LRR K, L) <input type="checkbox"/> Iron-Manganese masses (F12) (LRR K, L, R) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (explain in remarks)
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*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed): Type <u>Gravel fill</u> Depth (inches) <u>6</u>	Hydric soil present? <u>N</u>
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Remarks
 Refusal at 6" due to solid gravel fill Area consists of a layer of topsoil over gravel and is designed to drain quickly

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required, check all that apply) <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> True Aquatic Plants (B14) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Gauge or Well Data (D9) <input type="checkbox"/> Other (Explain in Remarks)	Secondary Indicators (minimum of two required) <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input checked="" type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> FAC Neutral Test (D5)
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Field Observations: Surface water present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches) _____ Water table present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches) _____ Saturation present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches) _____ (includes capillary fringe)	Indicators of wetland hydrology present? <u>N</u>
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Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available

Remarks
 Area is an approximately 3 foot deep excavated depression with pvc pipes draining into it

TREE SURVEY DATA

ID	Code	NAME	DBH	CONDITION	Comments	2005 TAPEN	2011 TAPEN	2017 TAPEN	2018 TAPEN	2019 TAPEN	2020 TAPEN	2021 TAPEN	2022 TAPEN	2023 TAPEN	2024 TAPEN	2025 TAPEN	2026 TAPEN	2027 TAPEN	2028 TAPEN	2029 TAPEN	2030 TAPEN	2031 TAPEN	2032 TAPEN	2033 TAPEN	2034 TAPEN	2035 TAPEN	2036 TAPEN	2037 TAPEN	2038 TAPEN	2039 TAPEN	2040 TAPEN	2041 TAPEN	2042 TAPEN	2043 TAPEN	2044 TAPEN	2045 TAPEN	2046 TAPEN	2047 TAPEN	2048 TAPEN	2049 TAPEN	2050 TAPEN	2051 TAPEN	2052 TAPEN	2053 TAPEN	2054 TAPEN	2055 TAPEN	2056 TAPEN	2057 TAPEN	2058 TAPEN	2059 TAPEN	2060 TAPEN	2061 TAPEN	2062 TAPEN	2063 TAPEN	2064 TAPEN	2065 TAPEN	2066 TAPEN	2067 TAPEN	2068 TAPEN	2069 TAPEN	2070 TAPEN	2071 TAPEN	2072 TAPEN	2073 TAPEN	2074 TAPEN	2075 TAPEN	2076 TAPEN	2077 TAPEN	2078 TAPEN	2079 TAPEN	2080 TAPEN	2081 TAPEN	2082 TAPEN	2083 TAPEN	2084 TAPEN	2085 TAPEN	2086 TAPEN	2087 TAPEN	2088 TAPEN	2089 TAPEN	2090 TAPEN	2091 TAPEN	2092 TAPEN	2093 TAPEN	2094 TAPEN	2095 TAPEN	2096 TAPEN	2097 TAPEN	2098 TAPEN	2099 TAPEN	2100 TAPEN	2101 TAPEN	2102 TAPEN	2103 TAPEN	2104 TAPEN	2105 TAPEN	2106 TAPEN	2107 TAPEN	2108 TAPEN	2109 TAPEN	2110 TAPEN	2111 TAPEN	2112 TAPEN	2113 TAPEN	2114 TAPEN	2115 TAPEN	2116 TAPEN	2117 TAPEN	2118 TAPEN	2119 TAPEN	2120 TAPEN	2121 TAPEN	2122 TAPEN	2123 TAPEN	2124 TAPEN	2125 TAPEN	2126 TAPEN	2127 TAPEN	2128 TAPEN	2129 TAPEN	2130 TAPEN	2131 TAPEN	2132 TAPEN	2133 TAPEN	2134 TAPEN	2135 TAPEN	2136 TAPEN	2137 TAPEN	2138 TAPEN	2139 TAPEN	2140 TAPEN	2141 TAPEN	2142 TAPEN	2143 TAPEN	2144 TAPEN	2145 TAPEN	2146 TAPEN	2147 TAPEN	2148 TAPEN	2149 TAPEN	2150 TAPEN	2151 TAPEN	2152 TAPEN	2153 TAPEN	2154 TAPEN	2155 TAPEN	2156 TAPEN	2157 TAPEN	2158 TAPEN	2159 TAPEN	2160 TAPEN	2161 TAPEN	2162 TAPEN	2163 TAPEN	2164 TAPEN	2165 TAPEN	2166 TAPEN	2167 TAPEN	2168 TAPEN	2169 TAPEN	2170 TAPEN	2171 TAPEN	2172 TAPEN	2173 TAPEN	2174 TAPEN	2175 TAPEN	2176 TAPEN	2177 TAPEN	2178 TAPEN	2179 TAPEN	2180 TAPEN	2181 TAPEN	2182 TAPEN	2183 TAPEN	2184 TAPEN	2185 TAPEN	2186 TAPEN	2187 TAPEN	2188 TAPEN	2189 TAPEN	2190 TAPEN	2191 TAPEN	2192 TAPEN	2193 TAPEN	2194 TAPEN	2195 TAPEN	2196 TAPEN	2197 TAPEN	2198 TAPEN	2199 TAPEN	2200 TAPEN	2201 TAPEN	2202 TAPEN	2203 TAPEN	2204 TAPEN	2205 TAPEN	2206 TAPEN	2207 TAPEN	2208 TAPEN	2209 TAPEN	2210 TAPEN	2211 TAPEN	2212 TAPEN	2213 TAPEN	2214 TAPEN	2215 TAPEN	2216 TAPEN	2217 TAPEN	2218 TAPEN	2219 TAPEN	2220 TAPEN	2221 TAPEN	2222 TAPEN	2223 TAPEN	2224 TAPEN	2225 TAPEN	2226 TAPEN	2227 TAPEN	2228 TAPEN	2229 TAPEN	2230 TAPEN	2231 TAPEN	2232 TAPEN	2233 TAPEN	2234 TAPEN	2235 TAPEN	2236 TAPEN	2237 TAPEN	2238 TAPEN	2239 TAPEN	2240 TAPEN	2241 TAPEN	2242 TAPEN	2243 TAPEN	2244 TAPEN	2245 TAPEN	2246 TAPEN	2247 TAPEN	2248 TAPEN	2249 TAPEN	2250 TAPEN	2251 TAPEN	2252 TAPEN	2253 TAPEN	2254 TAPEN	2255 TAPEN	2256 TAPEN	2257 TAPEN	2258 TAPEN	2259 TAPEN	2260 TAPEN	2261 TAPEN	2262 TAPEN	2263 TAPEN	2264 TAPEN	2265 TAPEN	2266 TAPEN	2267 TAPEN	2268 TAPEN	2269 TAPEN	2270 TAPEN	2271 TAPEN	2272 TAPEN	2273 TAPEN	2274 TAPEN	2275 TAPEN	2276 TAPEN	2277 TAPEN	2278 TAPEN	2279 TAPEN	2280 TAPEN	2281 TAPEN	2282 TAPEN	2283 TAPEN	2284 TAPEN	2285 TAPEN	2286 TAPEN	2287 TAPEN	2288 TAPEN	2289 TAPEN	2290 TAPEN	2291 TAPEN	2292 TAPEN	2293 TAPEN	2294 TAPEN	2295 TAPEN	2296 TAPEN	2297 TAPEN	2298 TAPEN	2299 TAPEN	2300 TAPEN	2301 TAPEN	2302 TAPEN	2303 TAPEN	2304 TAPEN	2305 TAPEN	2306 TAPEN	2307 TAPEN	2308 TAPEN	2309 TAPEN	2310 TAPEN	2311 TAPEN	2312 TAPEN	2313 TAPEN	2314 TAPEN	2315 TAPEN	2316 TAPEN	2317 TAPEN	2318 TAPEN	2319 TAPEN	2320 TAPEN	2321 TAPEN	2322 TAPEN	2323 TAPEN	2324 TAPEN	2325 TAPEN	2326 TAPEN	2327 TAPEN	2328 TAPEN	2329 TAPEN	2330 TAPEN	2331 TAPEN	2332 TAPEN	2333 TAPEN	2334 TAPEN	2335 TAPEN	2336 TAPEN	2337 TAPEN	2338 TAPEN	2339 TAPEN	2340 TAPEN	2341 TAPEN	2342 TAPEN	2343 TAPEN	2344 TAPEN	2345 TAPEN	2346 TAPEN	2347 TAPEN	2348 TAPEN	2349 TAPEN	2350 TAPEN	2351 TAPEN	2352 TAPEN	2353 TAPEN	2354 TAPEN	2355 TAPEN	2356 TAPEN	2357 TAPEN	2358 TAPEN	2359 TAPEN	2360 TAPEN	2361 TAPEN	2362 TAPEN	2363 TAPEN	2364 TAPEN	2365 TAPEN	2366 TAPEN	2367 TAPEN	2368 TAPEN	2369 TAPEN	2370 TAPEN	2371 TAPEN	2372 TAPEN	2373 TAPEN	2374 TAPEN	2375 TAPEN	2376 TAPEN	2377 TAPEN	2378 TAPEN	2379 TAPEN	2380 TAPEN	2381 TAPEN	2382 TAPEN	2383 TAPEN	2384 TAPEN	2385 TAPEN	2386 TAPEN	2387 TAPEN	2388 TAPEN	2389 TAPEN	2390 TAPEN	2391 TAPEN	2392 TAPEN	2393 TAPEN	2394 TAPEN	2395 TAPEN	2396 TAPEN	2397 TAPEN	2398 TAPEN	2399 TAPEN	2400 TAPEN
1	001	AMERICAN ELM	4	4		2005 TAPEN	2011 TAPEN	2017 TAPEN	2018 TAPEN	2019 TAPEN	2020 TAPEN	2021 TAPEN	2022 TAPEN	2023 TAPEN	2024 TAPEN	2025 TAPEN	2026 TAPEN	2027 TAPEN	2028 TAPEN	2029 TAPEN	2030 TAPEN	2031 TAPEN	2032 TAPEN	2033 TAPEN	2034 TAPEN	2035 TAPEN	2036 TAPEN	2037 TAPEN	2038 TAPEN	2039 TAPEN	2040 TAPEN	2041 TAPEN	2042 TAPEN	2043 TAPEN	2044 TAPEN	2045 TAPEN	2046 TAPEN	2047 TAPEN	2048 TAPEN	2049 TAPEN	2050 TAPEN	2051 TAPEN	2052 TAPEN	2053 TAPEN	2054 TAPEN	2055 TAPEN	2056 TAPEN	2057 TAPEN	2058 TAPEN	2059 TAPEN	2060 TAPEN	2061 TAPEN	2062 TAPEN	2063 TAPEN	2064 TAPEN	2065 TAPEN	2066 TAPEN	2067 TAPEN	2068 TAPEN	2069 TAPEN	2070 TAPEN	2071 TAPEN	2072 TAPEN	2073 TAPEN	2074 TAPEN	2075 TAPEN	2076 TAPEN	2077 TAPEN	2078 TAPEN	2079 TAPEN	2080 TAPEN	2081 TAPEN	2082 TAPEN	2083 TAPEN	2084 TAPEN	2085 TAPEN	2086 TAPEN	2087 TAPEN	2088 TAPEN	2089 TAPEN	2090 TAPEN	2091 TAPEN	2092 TAPEN	2093 TAPEN	2094 TAPEN	2095 TAPEN	2096 TAPEN	2097 TAPEN	2098 TAPEN	2099 TAPEN	2100 TAPEN	2101 TAPEN	2102 TAPEN	2103 TAPEN	2104 TAPEN	2105 TAPEN	2106 TAPEN	2107 TAPEN	2108 TAPEN	2109 TAPEN	2110 TAPEN	2111 TAPEN	2112 TAPEN	2113 TAPEN	2114 TAPEN	2115 TAPEN	2116 TAPEN	2117 TAPEN	2118 TAPEN	2119 TAPEN	2120 TAPEN	2121 TAPEN	2122 TAPEN	2123 TAPEN	2124 TAPEN	2125 TAPEN	2126 TAPEN	2127 TAPEN	2128 TAPEN	2129 TAPEN	2130 TAPEN	2131 TAPEN	2132 TAPEN	2133 TAPEN	2134 TAPEN	2135 TAPEN	2136 TAPEN	2137 TAPEN	2138 TAPEN	2139 TAPEN	2140 TAPEN	2141 TAPEN	2142 TAPEN	2143 TAPEN	2144 TAPEN	2145 TAPEN	2146 TAPEN	2147 TAPEN	2148 TAPEN	2149 TAPEN	2150 TAPEN	2151 TAPEN	2152 TAPEN	2153 TAPEN	2154 TAPEN	2155 TAPEN	2156 TAPEN	2157 TAPEN	2158 TAPEN	2159 TAPEN	2160 TAPEN	2161 TAPEN	2162 TAPEN	2163 TAPEN	2164 TAPEN	2165 TAPEN	2166 TAPEN	2167 TAPEN	2168 TAPEN	2169 TAPEN	2170 TAPEN	2171 TAPEN	2172 TAPEN	2173 TAPEN	2174 TAPEN	2175 TAPEN	2176 TAPEN	2177 TAPEN	2178 TAPEN	2179 TAPEN	2180 TAPEN	2181 TAPEN	2182 TAPEN	2183 TAPEN	2184 TAPEN	2185 TAPEN	2186 TAPEN	2187 TAPEN	2188 TAPEN	2189 TAPEN	2190 TAPEN	2191 TAPEN	2192 TAPEN	2193 TAPEN	2194 TAPEN	2195 TAPEN	2196 TAPEN	2197 TAPEN	2198 TAPEN	2199 TAPEN	2200 TAPEN	2201 TAPEN	2202 TAPEN	2203 TAPEN	2204 TAPEN	2205 TAPEN	2206 TAPEN	2207 TAPEN	2208 TAPEN	2209 TAPEN	2210 TAPEN	2211 TAPEN	2212 TAPEN	2213 TAPEN	2214 TAPEN	2215 TAPEN	2216 TAPEN	2217 TAPEN	2218 TAPEN	2219 TAPEN	2220 TAPEN	2221 TAPEN	2222 TAPEN	2223 TAPEN	2224 TAPEN	2225 TAPEN	2226 TAPEN	2227 TAPEN	2228 TAPEN	2229 TAPEN	2230 TAPEN	2231 TAPEN	2232 TAPEN	2233 TAPEN	2234 TAPEN	2235 TAPEN	2236 TAPEN	2237 TAPEN	2238 TAPEN	2239 TAPEN	2240 TAPEN	2241 TAPEN	2242 TAPEN	2243 TAPEN	2244 TAPEN	2245 TAPEN	2246 TAPEN	2247 TAPEN	2248 TAPEN	2249 TAPEN	2250 TAPEN	2251 TAPEN	2252 TAPEN	2253 TAPEN	2254 TAPEN	2255 TAPEN	2256 TAPEN	2257 TAPEN	2258 TAPEN	2259 TAPEN	2260 TAPEN	2261 TAPEN	2262 TAPEN	2263 TAPEN	2264 TAPEN	2265 TAPEN	2266 TAPEN	2267 TAPEN	2268 TAPEN	2269 TAPEN	2270 TAPEN	2271 TAPEN	2272 TAPEN	2273 TAPEN	2274 TAPEN	2275 TAPEN	2276 TAPEN	2277 TAPEN	2278 TAPEN	2279 TAPEN	2280 TAPEN	2281 TAPEN	2282 TAPEN	2283 TAPEN	2284 TAPEN	2285 TAPEN	2286 TAPEN	2287 TAPEN	2288 TAPEN	2289 TAPEN	2290 TAPEN	2291 TAPEN	2292 TAPEN	2293 TAPEN	2294 TAPEN	2295 TAPEN	2296 TAPEN	2297 TAPEN	2298 TAPEN	2299 TAPEN	2300 TAPEN	2301 TAPEN	2302 TAPEN	2303 TAPEN	2304 TAPEN	2305 TAPEN	2306 TAPEN	2307 TAPEN	2308 TAPEN	2309 TAPEN	2310 TAPEN	2311 TAPEN	2312 TAPEN	2313 TAPEN	2314 TAPEN	2315 TAPEN	2316 TAPEN	2317 TAPEN	2318 TAPEN	2319 TAPEN	2320 TAPEN	2321 TAPEN	2322 TAPEN	2323 TAPEN	2324 TAPEN	2325 TAPEN	2326 TAPEN	2327 TAPEN	2328 TAPEN	2329 TAPEN	2330 TAPEN	2331 TAPEN	2332 TAPEN	2333 TAPEN	2334 TAPEN	2335 TAPEN	2336 TAPEN	2337 TAPEN	2338 TAPEN	2339 TAPEN	2340 TAPEN	2341 TAPEN	2342 TAPEN	2343 TAPEN	2344 TAPEN	2345 TAPEN	2346 TAPEN	2347 TAPEN	2348 TAPEN	2349 TAPEN	2350 TAPEN	2351 TAPEN	2352 TAPEN	2353 TAPEN	2354 TAPEN	2355 TAPEN	2356 TAPEN	2357 TAPEN	2358 TAPEN	2359 TAPEN	2360 TAPEN	2361 TAPEN	2362 TAPEN	2363 TAPEN	2364 TAPEN	2365 TAPEN	2366 TAPEN	2367 TAPEN	2368 TAPEN	2369 TAPEN	2370 TAPEN	2371 TAPEN	2372 TAPEN	2373 TAPEN	2374 TAPEN	2375 TAPEN	2376 TAPEN	2377 TAPEN	2378 TAPEN	2379 TAPEN	2380 TAPEN	2381 TAPEN	2382 TAPEN	2383 TAPEN	2384 TAPEN	2385 TAPEN	2386 TAPEN	2387 TAPEN	2388 TAPEN	2389 TAPEN	2390 TAPEN	2391 TAPEN	2392 TAPEN	2393 TAPEN	2394 TAPEN	2395 TAPEN	2396 TAPEN	2397 TAPEN	2398 TAPEN	2399 TAPEN	2400 TAPEN

TREE DATA SUMMARY

COMMON NAME	COUNT	PERCENT
AMERICAN ELM	2	0.008
APPLE	3	0.012
BLACK WALNUT	1	0.004
BLACK CHERRY	2	0.008
BOX ELDER	127	0.465
COMMON BUCKLEBUSH	9	0.033
COTTONWOOD	200	0.728
GREEN ASH	3	0.011
RED DAN	3	0.011
SILVER MAPLE	7	0.025
Grand Total	359	100.000

DBH (INCHES)	COUNT
4	181
6	51
8	51
10	24
12	24
14	11
16	11
18	4
20	4
22	2
24	2
26	2
28	1
30	1
32	1
34	1
36	1
38	1
40	1
42	1
44	1
46	1
48	1
50	1

77% OF TREES ARE 8" DBH OR LESS
 55% OF TREES ARE DYING, MOSTLY GREEN ASH DYING FROM EMERALD ASH BORER.

THE WOODLAND AREA ON THE PROPERTY IS 0.93 ACRES, WHICH IS PART OF A LARGER 1.88 ACRE WOODLAND THAT CONTINUES OFF THE PROPERTY.

THE WOODLAND MEETS THE DEFINITION OF A YOUNG WOODLAND, WHICH IS AT LEAST 0.50 ACRES OF CONTIGUOUS WOODS HAVING AT LEAST 50% OR GREATER OF TREES WITH A DIAMETER OF 8" OR LESS.

TREE SURVEY
 COLLEGE AVE. & 27TH ST.
 SW CORNER



CALL DIZGERS HOTLINE
 1-800-451-4511

TREE SURVEY
 27TH & COLLEGE

2 OF 2

TREES SURVEYED BY K. SHERFINSKI OF HELIANTHUS LLC ON APRIL 12, 2018 FOR JSD PROFESSIONAL SERVICES, INC.



Milwaukee Regional Office
W238 N1610 Busse Road, Suite 100
Waukesha, WI 53188
262.513.0666

June 3, 2024

Régulo Martínez-Montilva, AICP, CNUa
Principal Planner - Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject ***Permit Statement***
 27th and College Redevelopment and Access
 JSD Project No. 18-8450

Dear Mr. Martinez-Montilva,

Because we have revised our plan to avoid impacting on-site wetlands, no State or Federal permits are expected to be necessary related to the impacted natural resource features associated with the Natural Resource Special Exception.

Thank you for your consideration.

Sincerely,
JSD Professional Services, Inc.

A handwritten signature in black ink, appearing to read 'Justin L. Johnson', with a stylized flourish at the end.

Justin L. Johnson, P.E.
Associate

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 9/3/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution conditionally approving a 2 lot certified survey map, being a redivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Ted Balistreri, College Avenue Associates, LLC, Applicant) (6311 S. 27th Street, 6341 S. 27th Street, and 2821 W. College Avenue)</p>	<p style="text-align: center;">ITEM NUMBER G. 3. Ald. Dist. 3</p>

At their meeting on August 8, 2024, the Plan Commission recommended approval of a 2 lot certified survey map, being a redivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Ted Balistreri, College Avenue Associates, LLC, Applicant) (6311 S. 27th Street, 6341 S. 27th Street, and 2821 W. College Avenue).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2024-_____, conditionally approving a 2 lot certified survey map, being a redivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Ted Balistreri, College Avenue Associates, LLC, Applicant) (6311 S. 27th Street, 6341 S. 27th Street, and 2821 W. College Avenue).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 7-30-24]

RESOLUTION NO. 2024-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (TED BALISTRERI, COLLEGE AVENUE ASSOCIATES, LLC, APPLICANT) (6311 S. 27TH STREET, 6341 S. 27TH STREET, AND 2821 W. COLLEGE AVENUE)

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

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 00°16'38" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 238.03 FEET; THENCE SOUTH 88°47'37" WEST 83.03 FEET TO A POINT ON THE WEST LINE OF SOUTH 27TH STREET AND THE POINT OF BEGINNING(P.O.B.); THENCE SOUTH 00°16'38" WEST ALONG THE WEST LINE OF SOUTH 27TH STREET (U.S.H. 241), 63.50 FEET; THENCE SOUTH 05°26'15" WEST ALONG SAID WEST LINE OF 27TH STREET, 50.03 FEET; THENCE SOUTH 00°16'38" WEST ALONG SAID WEST LINE OF 27TH STREET, 61.78 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF CSM 5747; THENCE SOUTH 88°47'37" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, 453.11 FEET; THENCE NORTH 00°16'38" EAST ALONG THE EAST LINE OF CERTIFIED SURVEY MAP (CSM) NO.'S 5747 AND 1673, 358.01 FEET TO A POINT ON THE SOUTH LINE OF WEST COLLEGE AVENUE; THENCE NORTH 88°47'37" EAST ALONG SAID SOUTH LINE, 135.43 FEET; THENCE SOUTH 00°16'38" WEST, 143.01 FEET; THENCE NORTH 88°47'37" EAST, 185.21 FEET; THENCE NORTH 00°16'38" EAST, 134.55 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE SOUTH 89°43'10" EAST ALONG SAID LINE, 24.93 FEET; THENCE SOUTHEASTERLY 83.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°02'16", WITH RADIUS IS 265.50 FEET AND A CHORD BEARING SOUTH 80°42'10" EAST, 83.24'; THENCE SOUTH 65°34'27" EAST, 24.08 FEET; THENCE SOUTH 31°52'37" EAST, 14.69 FEET TO A POINT ON SAID WEST LINE OF 27TH STREET; THENCE SOUTH 00°16'38" WEST ALONG SAID LINE, 135.67 FEET TO THE POINT OF BEGINNING. LANDS CONTAINING 134,529 SQUARE FEET OR 3.0884 ACRES, bearing Tax Key Numbers 714-9968-003, 714-9972-003, and 714-9973-000, Ted Balistreri, College Avenue Associates, LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

COLLEGE AVENUE ASSOICATES, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2024-_____

Page 2

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Ted Balistreri, College Avenue Associates, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Ted Balistreri, College Avenue Associates, LLC, successors and assigns, and any developer of the Ted Balistreri, College Avenue Associates, LLC two (2) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Ted Balistreri, College Avenue Associates, LLC, and the 2 lot certified survey map project for the properties located at 6311 S. 27th Street, 6341 S. 27th Street, and 2821 W. College Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

COLLEGE AVENUE ASSOICATES, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2024-_____

Page 3

- 6. The applicant shall provide the City of Franklin Planning Department with a recorded cross-access easement between the proposed Lot 1 and Lot 2, prior to issuance of an Occupancy Permit for the building located on Lot 1 of the CSM.
- 7. The applicant shall provide a separate written Conservation Easement for Common Council review and approval, prior to recording the Certified Survey Map.
- 8. The Conservation Easement boundary shown on the Certified Survey Map shall be revised to include the wetland, wetland buffer, wetland buffer mitigation area, and a minimum of fifty percent of the young woodland.
- 9. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney’s Office prior to the recording of the Certified Survey Map.

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

COLLEGE AVENUE ASSOICATES, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2024-_____

Page 4

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

 **CITY OF FRANKLIN** 

REPORT TO THE PLAN COMMISSION

Meeting of August 8, 2024

Natural Resource Special Exception, Certified Survey Map, and Site Plan

RECOMMENDATION: A motion to approve the Natural Resource Special Exception, Certified Survey Map, and Site Plan, subject to staff recommended conditions of approval.

Project Name: College Avenue Associates Natural Resource Special Exception, Certified Survey Map, and Site Plan

Project Location: 6311 S. 27th Street (Tax Key No. 714 9968 003), 6341 S. 27th Street (Tax Key No. 714 9972 003), and 2821 W. College Avenue (Tax Key No. 714 9973 000)

Property Owner: Collins College Avenue LLC (6311 S. 27th Street), Salvation Army, An Illinois Corp (6341 S. 27th Street), and College Avenue Associates LLC (2821 W. College Avenue)

Applicant: Ted Balistreri, College Avenue Associates LLC

Agent: Justin Johnson, JSD Professional Services, Inc.

Current Zoning: B-2 General Business District

2025 Comprehensive Plan: Commercial

Applicant’s Action Requested: Recommendation to the Common Council for approval of the Natural Resource Special Exception Application and Certified Survey Map, and approval of the Site Plan.

Planner: Nick Fuchs, Planning Associate

Introduction

On December 11, 2023, the applicant submitted an application requesting approval of a Natural Resource Special Exception, Certified Survey Map, and Site Plan. The applications are being submitted to provide additional access to and the redevelopment of property located at 6311 S. 27th Street.

Project Description

The subject applications involve the vacant property located at 2821 W. College Avenue, the former KFC site at 6311 S. 27th Street, and the Salvation Army property located at 6341 S. 27th Street. As indicated, the overall goal of the project is to provide additional access to the 6311 S. 27th Street site and complete modifications in anticipation of a new tenant for the existing building.

Natural Resource Special Exception (NRSE)

The NRSE request is to allow for impacts to wetland buffer and wetland setback resulting from the grading and construction of the new drive upon 2821 W. College Avenue. More specifically,

the applicant is proposing to disturb 2,244 square feet of wetland buffer and 2,161 square feet of wetland setback. The impacts to young woodlands are within the allowed disturbance limits of Part 4 of the UDO.

The applicant has provided the attached Natural Resource Special Exception Application, Questionnaire, Project Description, and associated information for City review and consideration.

The Natural Resource Protection Plan Exhibit of the applicant's submittal provides Site Intensity and Capacity Calculations in accordance with Division 15-3.0500 as well as Natural Resource Protection Plan information.

The plan shows the parcels to be created, the proposed driveway, and the impacts to protected natural resource features. A Wetland Delineation Report was also provided. This report is dated June 4, 2018 and was updated on April 19, 2019. It was completed by Helianthus, LLC. More specifically, Kristi Sherfinski completed the wetland delineations who is listed by the WDNR as an Assured Delineator.

One wetland area was found, located on the 2821 W. College Avenue parcel. The total area of the wetland onsite is 7,938 square feet. There is also young woodland within this area; however, the wetland carries the more restrictive protection standards. This report also notes that there is no mapped SEWRPC Environmental Corridor within the project area.

The Wetland Delineation Report characterizes this wetland as highly degraded due to dumping of trash over the years. The wetland area is also described as being dominated by common buckthorn. The report states that "A buffer zone based on 10% of the average width of the wetland, with a minimum of 10 feet and a maximum of 30 feet, will be necessary for any new development." As such, it is recommended that this minimum setback requirement be met.

It is also recommended that the applicant improve the wetland and remaining wetland buffer and wetland setback by removing trash and debris as well as performing invasive species removal within these areas. A plan providing wetland, wetland buffer, and wetland setback enhancements shall be submitted to the Planning Department for review and approval.

It must be noted that the UDO requires a 30-foot wetland buffer and 50-foot wetland setback regardless of the conditions of the wetland.

For mitigation, the applicant is proposing to establish a larger wetland buffer area, which is shown on the NRPP Exhibit. The UDO outlines the following mitigation standards per Section 15-4.0103B.4. and 5.

5. Wetland Buffers. Disturbed wetland buffers may be mitigated (as allowed by this Part 4 for non-residential development or required by a grant of Special Exception for residential development) by the restoration of the disturbed wetland buffer to a wetland buffer of equal or greater quality than that existing prior to disturbance and/or through

expansion of other existing wetland buffer and/or creation of new wetland buffer on the same property on which the wetland buffer disturbance occurred. Where new wetland buffer is created or expanded, mitigation requires new/expanded wetland buffer at a ratio of 1.5 times the wetland buffer acreage permanently disturbed. Restored and created new wetland buffer shall be planted with native plant species and provide for soils of equal or greater quality than those found in the disturbed wetland buffer. Restored and created new wetland buffer shall comply with the minimum width of 30 feet as required under § 15-4.0102H. of this Part 4.

A Conservation Easement shall be submitted for all remaining natural resources to be protected. This shall include the wetland, wetland buffer, wetland buffer mitigation area, and a minimum of fifty percent of the young woodland. The Conservation Easement boundary shown on the plans shall be revised to include the same.

Restoration is recommended for areas of disturbance in accordance with §15-4.0102I for appropriate plantings.

Certified Survey Map (CSM)

The proposed CSM creates two parcels with the reconfiguration of three existing properties located at 2821 W. College Avenue, 6311 S. 27th Street and 6341 S. 27th Street.

The proposed Lot 1 has an area of 1.58-acres and Lot 2 has an area of 1.51-acres. These lots both conform to the minimum standards of the B-2 District. Note a portion of 2821 W. College Avenue will be added to the Salvation Army property, 6341 S. 27th Street, in order for that property to conform to the minimum B-2 District Landscape Surface Ratio of 0.35.

There are minor technical corrections needed on the CSM, such as including all owner signatures and the Mayor's middle initial in the signature line on Sheet 10. As such, staff recommends that *the applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.*

Site Plan

As stated, the Site Plan Application is to allow for the construction of an access drive and modifications to landscaping, lighting, parking, and building elevations.

Currently, this property can only be accessed by southbound traffic along S. 27th Street through the Salvation Army property to the south. The proposed access drive, which extends to College Avenue would allow northbound traffic to access the site via College Avenue and provides a way for customers exiting the site to travel northbound.

Note the South 27th Street Design Overlay District do not apply to this project as a new building nor a building addition are being proposed.

The redone parking lot will include 19 parking spaces, including one ADA space. A tenant is unknown but future tenants must fall within applicable parking quantity requirements. Generally, the nineteen provided parking spaces will accommodate most retail uses. The majority of retail uses require 5 parking spaces per 1,000 square feet of floor area. For this building, that would

equate to about 14 spaces. A restaurant use would require significantly more parking (20/1,000 square feet of gross floor area for seating areas and 6.5/1,000 for kitchen and employee service areas).

Lighting changes are planned; however, a detailed Lighting Plan has not yet been provided. Staff recommends that a Lighting Plan, in conformance with Division 15-5 0400 of the Unified Development Ordinance, shall be submitted to the Planning Department for review and approval.

Plantings are being added along the west side of the new drive and throughout the existing 6311 S. 27th Street property as shown on the Landscape Plan.

Building changes include painting existing EIFS on the building, removing walls that are already partially demoed on the north, south, and east elevations, and removing the drive through window.

Signage will require separate review and approval.

Staff also recommends final Engineering Department review and approval of grading, erosion control, utilities, and storm water management plans, as may be applicable, shall be granted prior to any land disturbance

Recommendation

A motion to recommend approval of the Natural Resource Special Exception request to allow disturbance of approximately 2,244 square feet of wetland buffer and 2,161 square feet of wetland setback, subject to conditions within the draft Standards, Findings, and Decision form.

A motion to recommend approval of a 2-Lot Certified Survey Map for properties located at 2821 College Avenue, 6311 S. 27th Street, and 6341 S. 27th Street, subject to the conditions within the draft resolution.

A motion to approve a Site Plan to allow for the construction of an access drive and modifications to landscaping, lighting, parking, and building elevations.

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



APPLICATION DATE: _____

LAND DIVISION REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME Ted Balistreri		NAME Justin L. Johnson, P.E.	
COMPANY College Avenue Association LLC		COMPANY JSD Professional Services, Inc.	
MAILING ADDRESS W225 N3178 Duplainville Road		MAILING ADDRESS W238 N1610 Busse Rd. Ste 100	
CITY/STATE Pewaukee, WI	ZIP: 53072	CITY/STATE Waukesha, WI	ZIP 53188
PHONE 262-891-3964		PHONE 262-513-0666	
EMAIL ADDRESS ted@plmpaving.com		EMAIL ADDRESS justin.johnson@jسدinc.com	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 6311 South 27th St		TAX KEY NUMBER 7149968003, 7149973000	
PROPERTY OWNER College Avenue Association LLC		PHONE: 262-891-3964	
MAILING ADDRESS: W225 N3178 Duplainville Rd		EMAIL ADDRESS ted@plmpaving.com	
CITY/STATE Pewaukee, WI	ZIP 53072	DATE OF COMPLETION	

APPLICATION TYPE

Please check the application type that you are applying for

- Affidavit of Correction (Plat)
 Certified Survey Map
 Condominium Plat
 Land Combination
 Right of Way Vacation
 Final Subdivision Plat
 Preliminary Subdivision Plat

Most requests require Plan Commission review and Common Council approval
 Applicant is responsible for providing Plan Commission resubmittal materials up to 17 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 land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE 		APPLICANT SIGNATURE 	
NAME & TITLE Ted Balistreri Owner	DATE 11/08/23	NAME & TITLE Ted Balistreri Owner	DATE 11/08/23
PROPERTY OWNER SIGNATURE		APPLICANT REPRESENTATIVE SIGNATURE 	
NAME & TITLE	DATE	NAME & TITLE Justin L. Johnson, P.E. Associate	DATE 11/08/23

CITY OF FRANKLIN APPLICATION CHECKLIST

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

AFFIDAVIT OF CORRECTION 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 full size, drawn to scale copies of the Plat of Affidavit of Correction (See Section 59 43(2)(m) of the Wisconsin Statutes for information that must be included on the correction instrument)
- Email or flash drive with all plans / submittal materials
 - Applications for an Affidavit of Correction shall comply with Section 236 295 of the Wisconsin Statutes

CERTIFIED SURVEY MAP APPLICATION MATERIALS

- \$75 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
 - One (1) map copy for Milwaukee County Review, prepared at 8 1/2" X 14" on durable white paper and must be clearly legible
- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$1,500 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
 - One (1) original and two (2) copies, prepared at 8 1/2" X 14" on durable white paper and must be clearly legible
 - As may be required, three (3) copies of a Natural Resource Protection Plan and Report, see Division 15-9 0309D of the UDO
 - If applicable, three (3) copies of a Landscape Plan for any buffer yard easement areas (N/A)
- If applicable, one (1) copy of the Site Intensity and Capacity Calculations, see Division 15 3 0500
- Email or flash drive with all plans / submittal materials
 - All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes
 - Applicants are responsible for review copies for the county subject to Milwaukee County Requirements

CONDOMINIUM PLAT APPLICATION MATERIALS

- \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$1,000 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) full size copies of the Condominium Plats/Plans, drawn to scale, on 14" X 22" paper, per s 703 11 (2) (d) Wis Stats
- If applicable, Two (2) copies of the Declarations and By Laws per UDO Section 15 7 0603A. For administrative review and approval
- Email or flash drive with all plans / submittal materials
 - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

LAND COMBINATION APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$400 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) copies of a boundary survey of the parcels to be combined graphically showing the relationship to street access and to adjoining properties
- Email or flash drive with all plans / submittal materials
 - Review and consideration of Land Combination approvals shall be in accordance with Section 15 9 0312(B) of the Unified Development Ordinance

PROJECT PROPERTY #2
PROPERTY ADDRESS
TAX KEY NUMBER

RIGHT-OF-WAY VACATION 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) Plat of Survey of the area to be vacated, *drawn to scale at least 11" X 14"*
- Email or flash drive with all plans / submittal materials
 - Common Council will set a Public Hearing date, take final action, and record the document of approval with Milwaukee County Register of Deeds

FINAL SUBDIVISION PLAT APPLICATION MATERIALS

- \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds *[only applicable if Preliminary Plat was not submitted]*
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$1,000 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- One (1) copy of the Department of Administration "Letter of Certification"
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) full size copies of the Final Plat, *drawn to scale on 22" X 30" paper, per s 236.25(2) (a) Wis Stats, and Division 15 7 600 FINAL PLAT of the UDO*
- Email or flash drive with all plans / submittal materials
 - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

PRELIMINARY SUBDIVISION PLAT APPLICATION MATERIALS

- \$150 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$5,000 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- One (1) copy of the Department of Administration "Request for Land Subdivision Plat Review" and "WISDOT Subdivision Review Request" *if applicable Per s 236.12 (4m) Wis. Stats The surveyor must submit copies of the plat directly to all approving agencies)*
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) full size copies of the Preliminary Plat, *drawn to scale on 22" x 30" paper, per s 236.25(2) (a) Wis Stats*
 - Three (3) full size copies of the Natural Resource Protection Plan [and report], *on 22" x 30" paper, per Division 15 7 0200 of the UDO, if applicable*
 - Three (3) full size copies of the Landscape Plan, *on 22" x 30" paper for any landscape bufferyard easement areas per Division 15 7 0300 of the UDO*
- 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
 - Within 90 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Plat, unless the time is extended by agreement with the Subdivider



June 3, 2024
(revised July 19, 2024)

Régulo Martínez-Montilva, AICP, CNUa
Principal Planner - Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject ***Project Narrative***
 27th and College Redevelopment and Access
 JSD Project No. 18-8450

Purpose and Need

The intent of this project is to reactivate the long-vacant KFC restaurant property at the southwest corner of College Avenue and South 27th Street. In order to accomplish this goal, access must be re-established to the property. The Wisconsin Department of Transportation eliminated the KFC access points a number of years ago when they improved the adjacent intersection, thus creating a need to create new access through adjacent properties. In designing this access route, we are also trying to be forward-thinking and configure the access so as to maximize the redevelopment possibilities at this corner in the future. Please note that there are no development plans in place at this time, other than for the KFC parcel.

The site is currently comprised of the former KFC, a vacant parcel, and a small piece of property which will be acquired from the Salvation Army Retail Store. In exchange for selling that parcel to our Client, the Salvation Army will be given access rights over the new driveway out to College Avenue.

As discussed, there is no end user in place for the former KFC building. As part of this project, that building will be refurbished to make it marketable. At such time as a user is established, we will bring forward a signage package for review and consideration.

Hours of Operation

No end user is in place for the former KFC building, therefore, no hours of operation are currently defined.

Parking and Circulation

Access to the former KFC, existing Salvation Army Retail Store, and areas of potential future redevelopment will be via a new driveway to College Avenue and an existing driveway onto South 27th Street. Milwaukee County DOT has reviewed the location for the proposed College Avenue driveway and is agreeable to it, subject to technical plan review, permits and approvals. No modifications to the existing South 27th Street driveway are proposed. Parking for the former KFC has been reconfigured and maximized, based on the available space on the parcel.

Landscape Surface Ratio

Through the process of developing the plan for this project, it became known to us that the Salvation Army property is currently below the 35-percent greenspace that is required by the B-2 zoning district. Furthermore, purchasing the small amount of land from the Salvation Army to accommodate this project would increase their greenspace deficit. As a solution, we have reached an agreement with The Salvation Army to sell them a piece of land at the south end of our property to bring their Landscape Surface Ratio up to 35-percent. The subject parcel is entirely wooded wetland, wetland setback and wetland buffer.

The Certified Survey Map combining the discussed parcel to the existing Salvation Army parcel is being submitted concurrently with the Site Plan Review Application.

Natural Resources

A small area of woodland and wetland exist in the southwest corner of the project site. After a number of plan revisions, we have developed a design that avoids wetland impacts, however the proposed driveway will still encroach on wetland buffers and setbacks, as well as young woodland area. Refer to the enclosed Natural Resource Protection Plan for impact quantities. We have attempted to minimize those impacts, while maximizing future redevelopment opportunity and achieving the current project goals. A Natural Resource Special Exception (NRSE) application has been submitted to address these impacted areas.

Thank you for your consideration of these applications. We look forward to working with the City of Franklin to improve and reactivate this important and highly visible gateway to the community.

Sincerely,
JSD Professional Services, Inc.

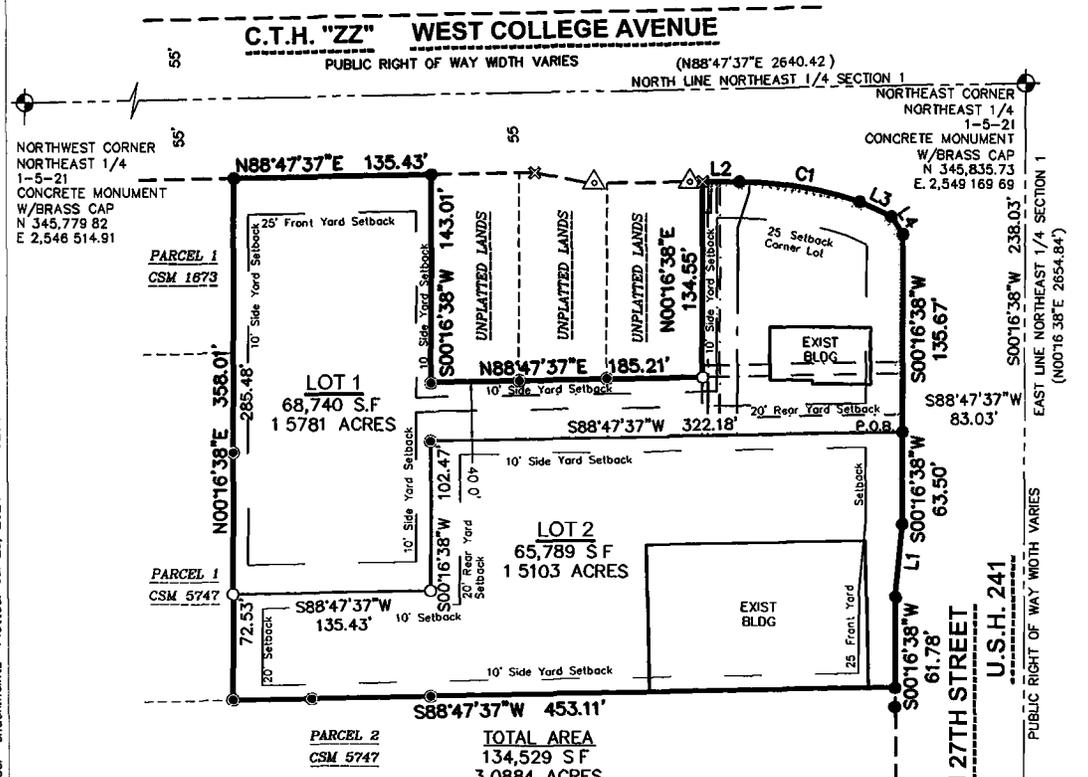
A handwritten signature in black ink, appearing to read "Justin L. Johnson".

Justin L. Johnson, P.E.
Associate

PRELIMINARY

CERTIFIED SURVEY MAP NO.

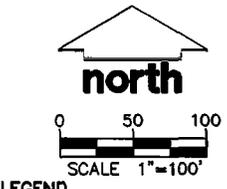
BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



TOTAL AREA
134,529 S.F.
3.0884 ACRES

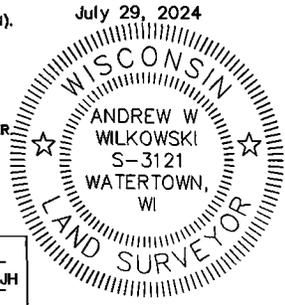
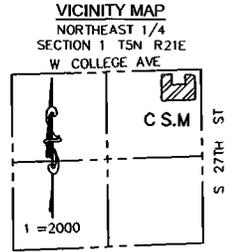
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	265.50'	18°02'16"	S80°42'10"E	83.24'	83.58'	S71°41'03"E	S89°43'18"E

LINE	BEARING	DISTANCE
L1	S05°26'15"W	50.03'
L2	S89°43'10"E	24.93'
L3	S65°34'27"E	24.08'
L4	S31°52'37"E	14.69'



- LEGEND**
- GOVERNMENT CORNER
 - 3/4" REBAR, FOUND
 - ⊗ 1" IRON PIPE, FOUND
 - ⊕ CHISELED CROSS FOUND
 - ⊙ MAG NAIL, FOUND
 - ⊙ 3/4" x 24" REBAR SET (1.50 LBS/LF)
 - PLAT BOUNDARY
 - CHORD LINE
 - CENTERLINE
 - RIGHT-OF-WAY LINE
 - PLATTED LOT LINE
 - SECTION LINE
 - EASEMENT LINE
 - SETBACK LINE
 - NO DIRECT ACCESS

- NOTES**
1. FIELD WORK PERFORMED ON APRIL 4, 2021
 2. BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27 THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 1, HAVING A BEARING OF N00°16'38"E (FEB 2018 REVISION).
 3. SEE SHEETS 2 & 3 FOR LOT DETAILS.
 4. SEE SHEET 4 FOR WETLANDS, WETLAND BUFFER AND WETLAND SETBACK.
 5. SEE SHEET 5 FOR CONTOUR LINES.
 6. SEE SHEET 6 FOR EXISTING EASEMENTS.
 7. SEE SHEET 7 FOR NEW EASMENTS.
 8. LOTS 1 & 2 ARE SERVED BY PUBLIC SEWER AND WATER.
 9. CONTAINS 134,529 SQUARE FEET (3.0884 ACRES).
- TAX KEY NO.'S: 714-9968-003, & 714-9973-000
- ZONING: B-2 GENERAL BUSINESS DISTRICT



SURVEYED BY: MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0866	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPALINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450 SURVEYED BY: JSD
	FIELDBOOK/PG: - DRAWN BY: DHS/CJH	SHEET NO: 1 of 10

File: \\JSD\INC\new projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSM.dwg Layout: SHEET 01 User: chuck.heintz Plotted: Jul 29, 2024 - 11:32am

PRELIMINARY

CERTIFIED SURVEY MAP NO.

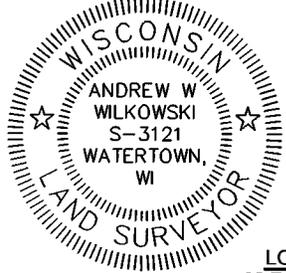
BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

WEST COLLEGE AVENUE C.T.H. "ZZ"

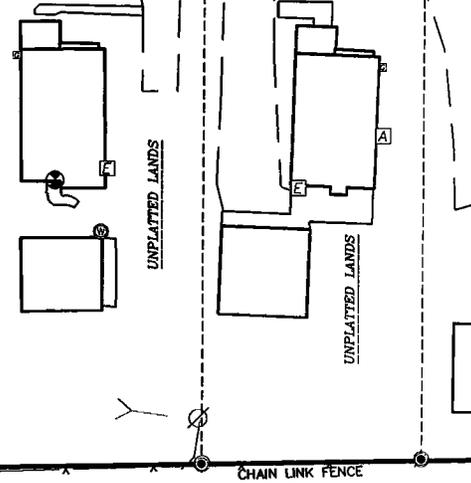
PUBLIC RIGHT OF WAY WIDTH VARIES

LOT DETAILS

July 29, 2024



LOT 1
68,740 S.F.
1.5781 ACRES



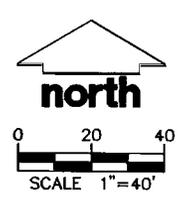
285.48' WIRE FENCE

S00°16'38"W 102.47' CHAIN LINK FENCE

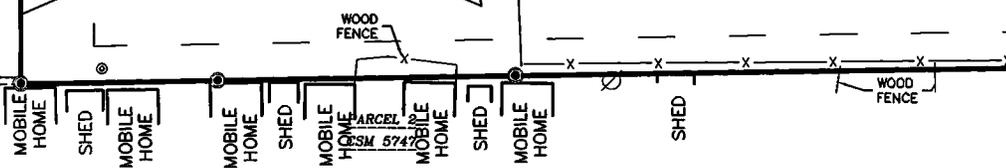
WETLAND AS FIELD
LOCATED BY JSD ON
MARCH 31, 2021

S88°47'37"W
135.43'

72.53'
WIRE FENCE



LOT 2
65,789 S.F.
1.5103 ACRES



THIS INSTRUMENT WAS DRAFTED BY ANDREW W WILKOWSKI, S-3121

SURVEYED BY: JSD MILWAUKEE REGIONAL OFFICE W2238 N 1610 BUSSC ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P 262.513.0666	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450	SURVEYED BY: JSD DRAWN BY: DHS
		FIELDBOOK/PG: -	

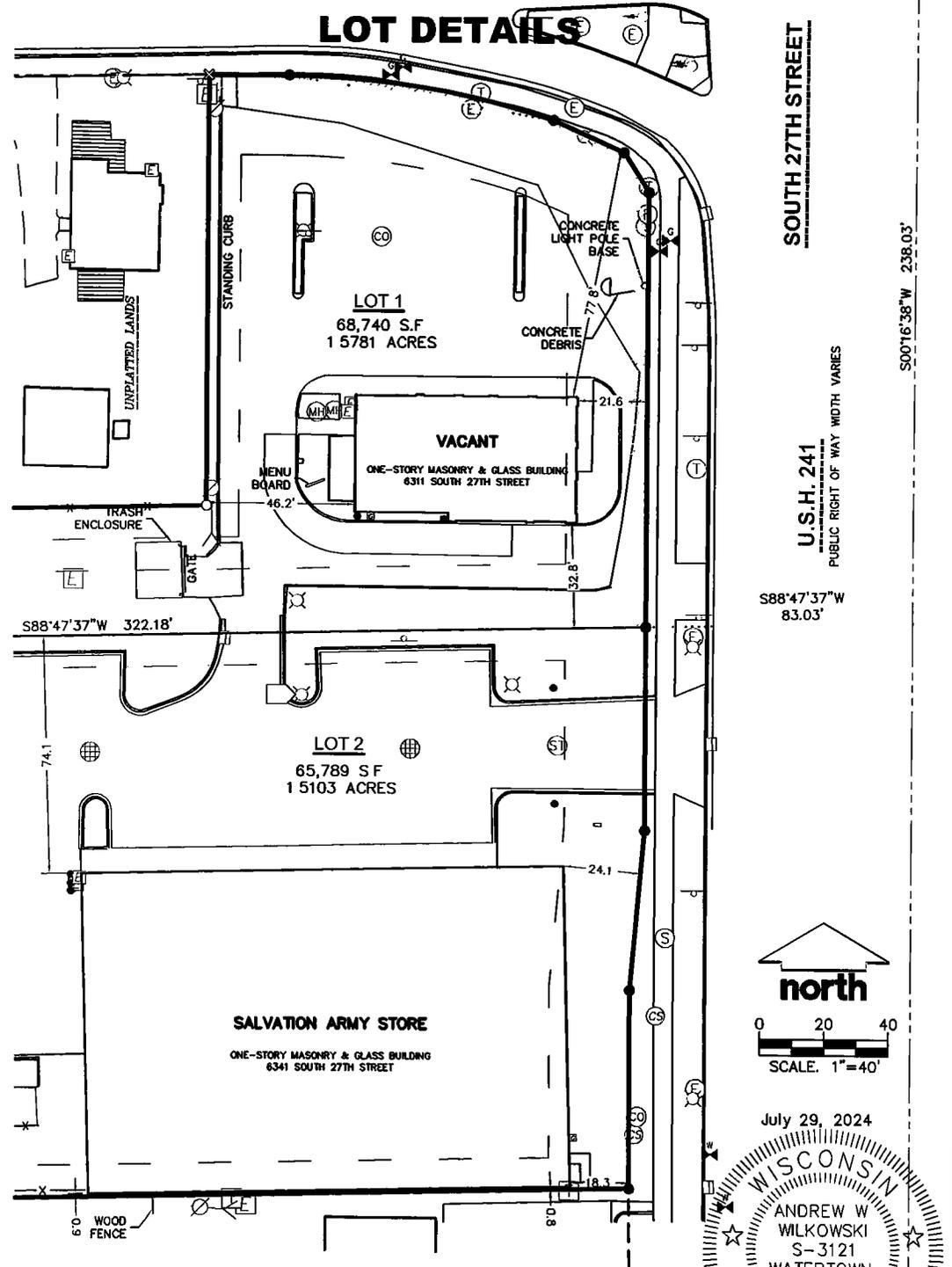
File: \\JSD\INC\view projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSM.dwg Layout SHEET 02 User chuck.heintz Plotted: Jul 29, 2024 - 11:33am

PRELIMINARY

CERTIFIED SURVEY MAP NO.

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LOT DETAILS



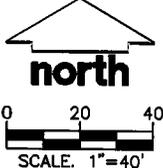
SOUTH 27TH STREET

U.S.H. 241

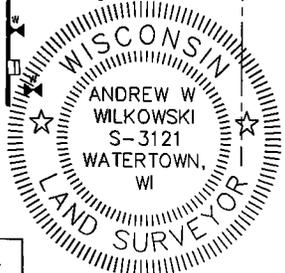
PUBLIC RIGHT OF WAY WIDTH VARIES

S88°47'37"W 83.03'

S00°16'38"W 238.03'



July 29, 2024



THIS INSTRUMENT WAS DRAFTED BY ANDREW W WILKOWSKI, S-3121

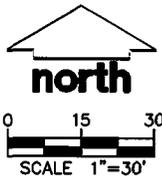
<p>SURVEYED BY:</p> <p>JSD MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P 262.513.0666</p>	<p>SURVEYED FOR:</p> <p>COLLEGE AVENUE ASSOCIATES, LLC</p> <p>W225N3178 DUPLAINVILLE, RD PEWAUKEE, WI 53072</p>	<p>PROJECT NO: 18-8450</p>	<p>SURVEYED BY: JSD</p>
		<p>FIELDBOOK/PG: -</p>	<p>DRAWN BY: DHS</p>
		<p>SHEET NO: 3 of 10</p>	

File: \\SDMC\new_projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSM.dwg Layout. SHEET 03 User: chuck.heintz Plotted: Jul 29, 2024 - 11:33am

PRELIMINARY

CERTIFIED SURVEY MAP NO.

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



WETLAND LINE TABLE		
LINE	BEARING	DISTANCE
L31	S86°35'35"E	20.13'
L32	N30°50'08"E	9.96'
L33	N09°20'04"E	21.28'
L34	S16°06'53"E	17.47'
L35	N55°06'56"E	13.93'
L36	N02°46'20"W	27.84'
L37	N13°55'05"E	28.10'
L38	N30°47'01"E	16.57'

WETLAND LINE TABLE		
LINE	BEARING	DISTANCE
L39	N40°54'35"E	25.40'
L40	S56°33'45"E	36.75'
L41	S30°04'15"E	22.50'
L42	S03°48'55"E	46.00'
L43	S08°14'14"E	39.30'
L44	N66°46'59"W	24.72'
L45	N79°53'44"W	17.02'
L46	N77°36'55"W	11.69'

WETLAND LINE TABLE		
LINE	BEARING	DISTANCE
L47	N68°16'22"W	15.08'
L48	S18°12'58"W	12.01'
L49	S81°00'53"W	6.58'
L50	N09°01'51"W	10.10'
L51	N74°04'25"W	9.08'
L52	S35°14'18"W	16.37'
L53	S76°57'16"W	16.43'
L54	S66°19'49"W	16.67'

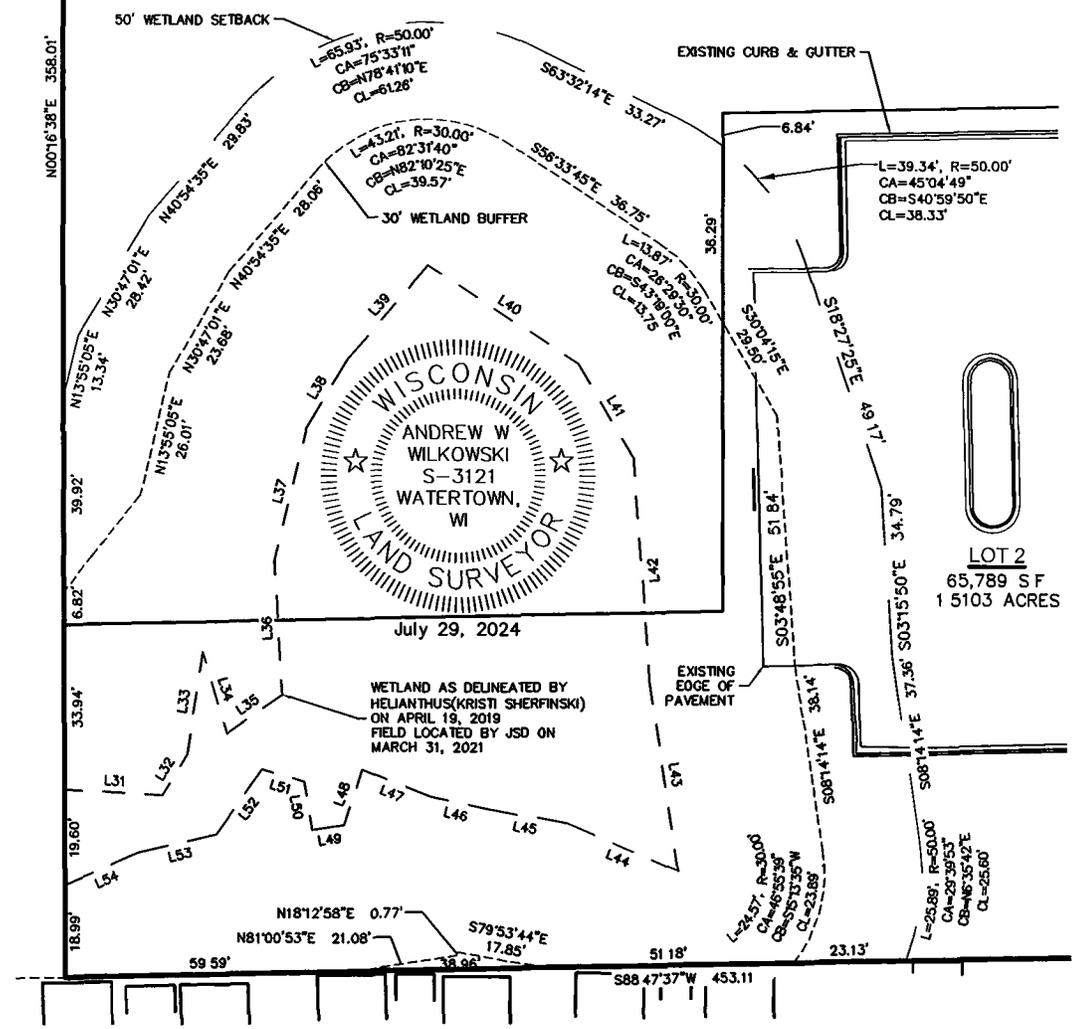
LEGEND

- PLAT BOUNDARY
- WETLAND DELINEATION
- WETLAND BUFFER (30')
- WETLAND SETBACK (50')

LOT 1
68,740 SF
1 5781 ACRES

WETLANDS

File: \\JSD\new_projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSM.dwg Layout: SHEET 04 User: chuck.heintz Plotted: Jul 29, 2024 - 11:36am



THIS INSTRUMENT WAS DRAFTED BY ANDREW W WILKOWSKI, S-3121

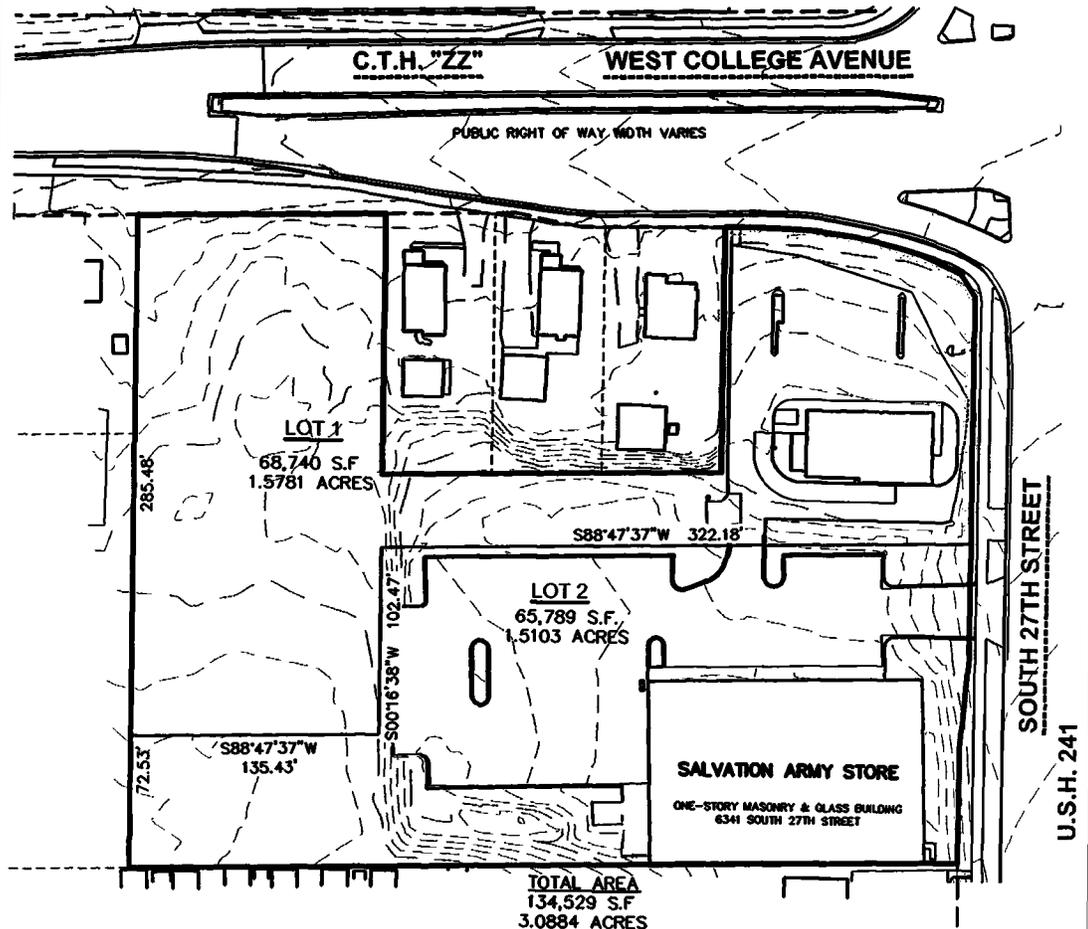
SURVEYED BY: MILWAUKEE REGIONAL OFFICE W238 N 11610 BUSSE ROAD, SUITE 100 WAUWATOSA, WISCONSIN 53188 P 262.513.0666	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450 FIELDBOOK/PG: - SHEET NO: 4 of 10	SURVEYED BY: JSD DRAWN BY: CJH
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PRELIMINARY

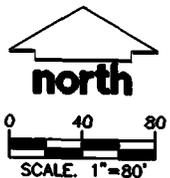
CERTIFIED SURVEY MAP NO.

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**PROPOSED & EXISTING
CONTOUR LINES**



File: \\SDINC\new projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSU.dwg Layout: SHEET 05 User: chuck.heintz Plotted: Jul 29, 2024 - 11:35am



THIS INSTRUMENT WAS DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY: MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.8666	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450	SURVEYED BY: JSD
		FIELDBOOK/PG: -	DRAWN BY: DHS
		SHEET NO: 5 of 10	

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EXISTING EASEMENTS

WEST COLLEGE AVENUE

1 POLE PER W.E.P. CO. &
WI TELEPHONE CO.
EASEMENT DOC. NO. 4116286

NO ACCESS PER
TRANSPORTATION PLAT 2265-16-20

6 DISTRIBUTION
EASEMENT
UNDERGROUND
PER DOC.
NO. 9915639

10' W.E.P. CO. EASEMENT
PER DOC. NO. 6292758
DRIVEWAY EASEMENT
PER DOC. NO. 7211989

LOT 1
68,740 S F
1 5781 ACRES

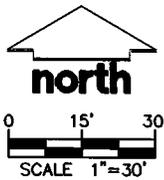
VACANT

ONE-STORY MASONRY & GLASS BUILDING
6311 SOUTH 27TH STREET
8' W.E.P. CO. EASEMENT
PER DOC. NO. 4889792

12' DISTRIBUTION EASEMENT
UNDERGROUND ELECTRIC AND COMMUNICATIONS
PER DOC. NO. 10431896

SOUTH 27TH STREET

File: \\JSD\MC\new projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSM.dwg Layout: SHEET 06 User: chuck.heintz Plotted: Jul 29, 2024 - 11:38am



July 29, 2024



THIS INSTRUMENT WAS DRAFTED BY ANDREW W WILKOWSKI, S-3121

SURVEYED BY:  MILWAUKEE REGIONAL OFFICE W238 N 1010 BUSSE ROAD, SUITE 100 WALUKESHA, WISCONSIN 53188 P 262.513.0666	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450 FIELDBOOK/PG: - SHEET NO: 6 of 10	SURVEYED BY: JSD DRAWN BY: DHS
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PRELIMINARY

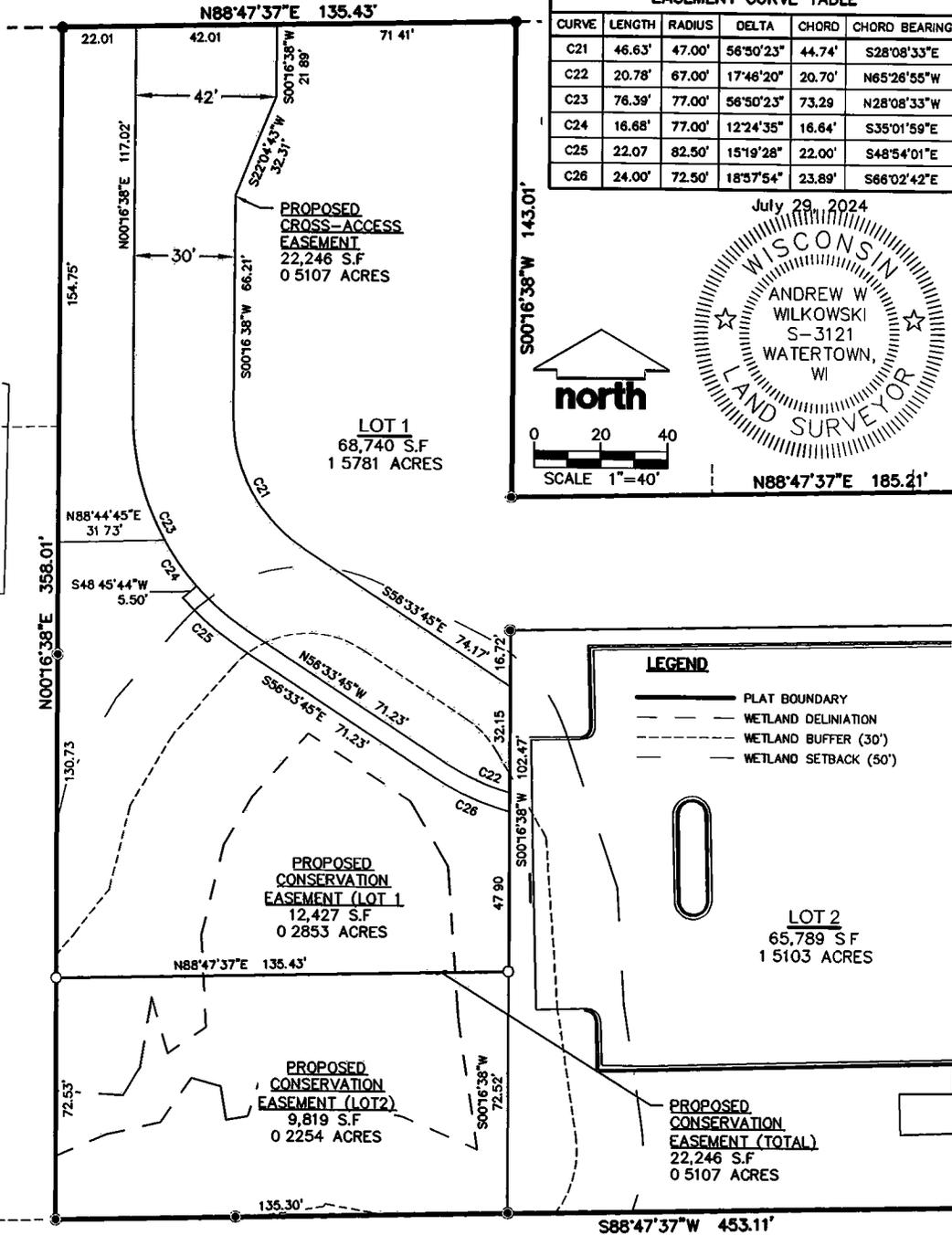
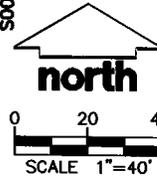
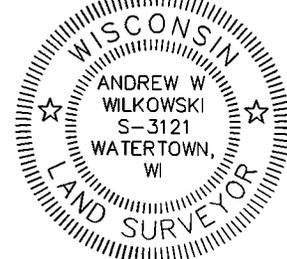
CERTIFIED SURVEY MAP NO.

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

PROPOSED EASEMENTS

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C21	46.63'	47.00'	56°50'23"	44.74'	S28°08'33"E
C22	20.78'	67.00'	17°46'20"	20.70'	N65°26'55"W
C23	76.39'	77.00'	56°50'23"	73.29'	N28°08'33"W
C24	16.68'	77.00'	12°24'35"	16.64'	S35°01'59"E
C25	22.07'	82.50'	15°19'28"	22.00'	S48°54'01"E
C26	24.00'	72.50'	18°37'54"	23.89'	S66°02'42"E

July 29, 2024



LEGEND

- PLAT BOUNDARY
- WETLAND DELINEATION
- WETLAND BUFFER (30')
- WETLAND SETBACK (50')

File: \\SDINC\new projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450_CSM.dwg Layout SHEET 07 User: chuck.heintz Plotted: Jul 29, 2024 - 11:37am

THIS INSTRUMENT WAS DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY: MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0686	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC	PROJECT NO: 18-8450	SURVEYED BY: JSD
	W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	FIELDBOOK/PG: -	DRAWN BY: C.J.H.
		SHEET NO: 7 of 10	

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION, THENCE South 00°16'38" West ALONG THE EAST LINE OF SAID 1/4 SECTION 238.03 FEET, THENCE South 88°47'37" West 83.03 FEET TO A POINT ON THE WEST LINE OF SOUTH 27TH STREET AND THE POINT OF BEGINNING(P O B), THENCE South 00°16'38" West ALONG THE WEST LINE OF SOUTH 27TH STREET (U S H 241), 63.50 FEET, THENCE South 05°26'15" West ALONG SAID WEST LINE OF 27TH STREET, 50.03 FEET, THENCE South 00°16'38" West ALONG SAID WEST LINE OF 27TH STREET, 61.78 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF CSM 5747, THENCE South 88°47'37" West ALONG THE NORTH LINE OF SAID PARCEL 2, 453.11 FEET, THENCE North 00°16'38" East ALONG THE EAST LINE OF CERTIFIED SURVEY MAP (CSM) NO'S 5747 AND 1673, 358.01 FEET TO A POINT ON THE SOUTH LINE OF WEST COLLEGE AVENUE, THENCE North 88°47'37" East ALONG SAID SOUTH LINE, 135.43 FEET, THENCE South 00°16'38" West, 143.01 FEET, THENCE North 88°47'37" East, 185.21 FEET, THENCE North 00°16'38" East, 134.55 FEET TO A POINT ON AFORESAID SOUTH LINE, THENCE South 89°43'10" East ALONG SAID LINE, 24.93 FEET, THENCE SOUTHEASTERLY 83.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°02'16", WITH RADIUS IS 265.50 FEET AND A CHORD BEARING South 80°42'10" East, 83.24', THENCE South 65°34'27" East, 24.08 FEET, THENCE South 31°52'37" East, 14.69 FEET TO A POINT ON SAID WEST LINE OF 27TH STREET, THENCE South 00°16'38" West ALONG SAID LINE, 135.67 FEET TO THE POINT OF BEGINNING

LANDS CONTAINING 134,529 SQUARE FEET OR 3.0884 ACRES.

SURVEYOR'S CERTIFICATE

I, ANDREW W WILKOWSKI, PROFESSIONAL LAND SURVEYOR S-3121, DO HEREBY CERTIFY THAT BY DIRECTION OF COLLEGE AVENUE ASSOCIATES, LLC, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON, AND THAT THE MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND THE DIVISION THEREOF, IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE DIVISION-15 OF THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

July 29, 2024

ANDREW W WILKOWSKI, S-3121
PROFESSIONAL LAND SURVEYOR

DATE



THIS INSTRUMENT WAS DRAFTED BY ANDREW W WILKOWSKI, S-3121

SURVEYED BY: MILWAUKEE REGIONAL OFFICE W236 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P 262.513.0666	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450	SURVEYED BY: JSD
		FIELDBOOK/PG: --	DRAWN BY: DHS
		SHEET NO: 8 of 10	

File: \\JSDINC\new projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSM.dwg Layout: SHEET 08 User: chuck.heintz Plotted: Jul 29, 2024 - 11:23am

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

COLLEGE AVENUE ASSOCIATES, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S 236 34, WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE DIVISION-15 OF THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

IN WITNESS WHEREOF, THE SAID COLLEGE AVENUE ASSOCIATES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVE THIS _____ DAY OF _____ 202__.

BY _____
THEODORE J BALISTRERI, MEMBER

STATE OF WISCONSIN) SS
_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 202__,
THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE NAMED COLLEGE AVENUE
ASSOCIATES, LLC TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING
INSTRUMENT, AND ACKNOWLEDGED THE SAME

NOTARY PUBLIC, _____ COUNTY, WISCONSIN MY COMMISSION EXPIRES _____

File: \\SDINC\new projects\2018\18-8450 CS.M.dwg (Franklin WI)\DWG\188450 CS.M.dwg Layout: SHEET 09 User: chuck.heintz Plotted: Jul 29, 2024 - 11:23am

July 12, 2024



THIS INSTRUMENT WAS DRAFTED BY ANDREW W WILKOWSKI, S-3121

SURVEYED BY:  MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.913.0666	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450 FIELDBOOK/PG: - SHEET NO: 9 of 10	SURVEYED BY: JSD DRAWN BY: DHS
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PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CITY OF FRANKLIN COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF FRANKLIN COMMON COUNCIL.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF FRANKLIN ON THIS _____ DAY OF _____, 202__.

SHIRLEY J. ROBERTS, CITY CLERK

DATE

JOHN NELSON, MAYOR

DATE

File: \\SSDINC\new projects\2018\18-8450 27th and College (Franklin WI)\DWG\188450 CSM.dwg Layout. SHEET 10 User: chuck.heintz Plotted: Jul 29, 2024 - 11:24am

July 12, 2024



THIS INSTRUMENT WAS DRAFTED BY ANDREW W WILKOWSKI, S-3121

SURVEYED BY: JSD MILWAUKEE REGIONAL OFFICE W235 N 1610 BUSSE ROAD, STE. 100 WAUKESHA, WISCONSIN 53188 P 262.513.0666	SURVEYED FOR: COLLEGE AVENUE ASSOCIATES, LLC W225N3178 DUPLAINVILLE RD PEWAUKEE, WI 53072	PROJECT NO: 18-8450 FB/PG: - SHEET NO: 10 of 10	SURVEYED BY: JSD DRAWN BY: DHS
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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/24
REPORTS & RECOMMENDATIONS	Options to update the 2025 Comprehensive Master Plan (CMP)	ITEM NUMBER G.4. Citywide

The 2025 Comprehensive Master Plan of the City of Franklin was adopted in 2009. According to Wisconsin Statutes Section 66.1001(2)(i), comprehensive plans must be updated no less than once every 10 years. However, the law does not define "update."

According to the Wisconsin Department of Administration: "Optimally, the local government would update all of the background information, such as demographic data and the current land use map. It would also go through a public participatory process to evaluate all of the goals, objectives, policies, and programs put forth by the original plan and update them as needed, as well as the future land use map. Yet, a local government may also do much less to update its plan. At a minimum, the local government must go through the process outlined in s. 66.1001(4) to adopt the updated plan or readopt a version of the original plan if it still meets the community's needs".

City Development staff recommends an incremental planning approach with the benefit of updating the plan sooner to achieve compliance with Wisconsin Statutes:

- First step, update demographic data by in-house urban planners. The comprehensive plan was prepared prior to the 2010 census, so the data available at that time was the 2000 census. Staff can update the plan with the 2010 and 2020 decennial censuses, as well as population projections prepared in 2014 by the Wisconsin Department of Administration.
- Second step, Future Land Use Plan update or full rewrite with assistant of an outside consultant, depending on available budget.

Fiscal impact: no budget request is anticipated for the first step update other than staff hours and public notices. At this time, staff is requesting Council action on the first step only as the second step would depend on available budget.

On August 8, The Plan Commission recommended that staff proceeds with the in-house update, the vote was 4-0-1.

COUNCIL ACTION REQUESTED

A motion to direct City Development staff to proceed with an in-house update of the comprehensive plan demographic data.

TO: Plan Commission

FROM: Régulo Martínez-Montilva, Planning Manager
Department of City Development

DATE: August 12, 2024

SUBJECT: Options to update the 2025 Comprehensive Master Plan (CMP)

For the preparation of the 2025 city's budget, it's worth considering an update to the city's comprehensive plan. The 2024-2028 Capital Improvement Program has funds for the update of the Comprehensive Master Plan (CMP) and the Comprehensive Outdoor Recreation Plan (CORP): \$80,000 total¹.

Last year, the city received proposals from two planning consultants:

- MDROffers Consulting for a "complete update/replacement", \$85,000-\$95,000. September 2023.
- Housel Lavigne offered three approaches in June 2023:
 - Land Use Plan & Natural Resources Plan Update, \$65,000.
 - Comprehensive Plan Rewrite, \$165,000.
 - Comprehensive Plan Rewrite & Subarea Plans, \$210,000.

Based on these proposals for only the Comprehensive Master Plan (CMP); \$80,000 for complete updates to the CMP and the Comprehensive Outdoor Recreation Plan (CORP) is likely insufficient.

This memorandum outlines several options for updating the city's comprehensive plan as well as the need for an update per Wisconsin Statutes. City Development staff is presenting these options before the Plan Commission and Common Council for policy direction. If an option is selected by the Common Council, staff can afterwards define the scope, work on request for proposals (RFP), and budget for the selected option.

The 2025 Comprehensive Master Plan of the City of Franklin was adopted in 2009. According to Wisconsin Statutes Section 66.1001(2)(i), **comprehensive plans must be updated no less than once every 10 years.** However, the law does not define "update."

According to the Wisconsin Department of Administration: "Optimally, the local government would update all of the background information, such as demographic data and the current land use map. It would also go through a public participatory process to evaluate all of the goals, objectives, policies, and programs put forth by the original plan and update them as needed, as well as the future land use map. Yet, a local government may also do much less to update its plan. At a minimum, the

¹ City of Franklin, Capital Improvement Program 2024-2028, Year 2 -2025, page 214.

local government must go through the process outlined in s. 66.1001(4) to adopt the updated plan or readopt a version of the original plan if it still meets the community's needs".

The Southeastern Wisconsin Regional Planning Commission (SEWRPC) identifies options to update comprehensive plans: "Although the comprehensive planning law requires a 10-year update, there is no guidance on the scope or content of plan updates. Although each local government should determine the scope of its local plan update, the following are a few of the options:

1. Review and reaffirm the existing plan, or the originally-adopted plan with amendments that have been made periodically since the plan was adopted;
2. Minor updates, corrections, or refinements to the plan;
3. A more substantial update, but short of a full update to the plan; and
4. A full update of the plan."

The Center for Land Use Education (University of Wisconsin-Stevens Point) also identifies update options and their pros and cons:

1: "Selectively Revise Portions of Plan

- Time and cost-effective.
- Works best if current plan is well-written/organized.
- May make it difficult to take a fresh look at issues or problems."

2: "Update Inventory or Policy Section

- Distinct inventory and policy sections can be updated independently.
- Provides an opportunity to focus on policies.
- Some time and cost savings over complete rewrite."

3: "Create Plan Supplement

- Existing plan is retained in its current form. Supplement document highlights new information and policies.
- May be difficult to ascertain which policies are current.
- Easiest, least costly approach."

4: "Create Entirely New Plan

- Major undertaking - new plan written from scratch
- Avoids time-consuming and potentially tedious task of working with existing plan language or format.
- Works best if existing plan requires major overhaul."

City Development staff recommends an incremental planning approach with the benefit of updating the plan sooner to achieve compliance with Wisconsin Statutes:

First step, update demographic data by in-house urban planners. The comprehensive plan was prepared prior to the 2010 census, so the data available at that time was the 2000 census. Staff can update the plan with the 2010 and 2020 decennial censuses, as well as population projections prepared in 2014 by the Wisconsin Department of Administration. No impact to the budget is anticipated with this update other than staff hours and public notices.

Second step, Future Land Use Plan update or full rewrite with assistant of an outside consultant, depending on available budget.

Weblinks regarding comprehensive plan updates in Wisconsin

Wisconsin Department of Administration (DOA)

<https://doa.wi.gov/Pages/LocalGovtsGrants/Comprehensive-Planning.aspx>

Southeastern Wisconsin Regional Planning Commission (SEWRPC)

<https://www.sewrpc.org/SEWRPC/communityassistance/ProjectPlanningServices.htm>

Center for Land Use Education, University of Wisconsin-Stevens Point

https://www3.uwsp.edu/cnr-ap/clue/Archived%20Information/CompPlanUpdates_SP_5-22-18.pdf

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/24
REPORTS & RECOMMENDATIONS	Traditional Neighborhood Development (TND) Ordinance	ITEM NUMBER G.5. Citywide

The Wisconsin Comprehensive Planning law defines Traditional Neighborhood Development (TND) as “a compact, mixed use neighborhood where residential, commercial and civic buildings are within close proximity to each other”.

The Comprehensive Planning Law for Wisconsin requires communities over 12,500 in population to enact a TND ordinance. Therefore, Franklin is required to adopt a specific TND ordinance.

The University of Wisconsin Extension has created a model ordinance that communities can adapt to their particular situation. The city’s Unified Development Ordinance (UDO) Section 15-3.0401.D states that this model ordinance “serves as the nonexclusive guidebook to assist in further defining the various aspects and elements of the form of urban design”. However, the model ordinance states in its introduction that such “ordinance is meant as a guide and is not intended to be adopted to be adopted as is. Each community must adapt the language and concepts of the ordinance to fit the unique circumstances found in that community”. For example, the model ordinance has references between brackets to be filled by the municipality adopting the ordinance, this is still outstanding. For this reason, staff recommends to adapt the model TND ordinance to the City of Franklin.

Fiscal impact: no budget request is anticipated to prepare a draft TND ordinance as an in-house project other than staff hours. No outside consultant is anticipated with the exception of City Attorney for legal review.

On August 8, The Plan Commission recommended that staff proceeds with a draft Traditional Neighborhood Development (TND) ordinance as floating zoning, the vote was 4-1-1.

COUNCIL ACTION REQUESTED

A motion to direct City Development staff to proceed with a draft Traditional Neighborhood Development (TND) ordinance as floating zoning.

TO: Plan Commission and Common Council

FROM: Régulo Martínez-Montilva, Planning Manager
Department of City Development

DATE: August 12, 2024

SUBJECT: Traditional Neighborhood Development (TND) Ordinance

This memorandum serves to provide an overview of Traditional Neighborhood Development (TND) for feedback and policy guidance from the Plan Commission on drafting a specific TND ordinance for the City of Franklin.

What is Traditional Neighborhood Development (TND)?

The Wisconsin Comprehensive Planning law defines Traditional Neighborhood Development (TND) as “a compact, mixed use neighborhood where residential, commercial and civic buildings are within close proximity to each other”¹. According to the Center for Land Use Education: “It is a planning concept based on traditional small towns and city neighborhoods. The variety of uses permits educational facilities, civic buildings and commercial establishments to be located within walking distance of private homes. A TND is served by a network of paths, streets and lanes designed for pedestrians as well as vehicles”.

Why is it required to adopt a Traditional Neighborhood Development (TND) ordinance?

The Comprehensive Planning Law for Wisconsin requires communities over 12,500 in population to enact a TND ordinance². Therefore, Franklin is required to adopt a specific TND ordinance.

The University of Wisconsin Extension has created a model ordinance that communities can adapt to their particular situation (see page 4). The city’s Unified Development Ordinance (UDO) Section 15-3.0401.D states that this model ordinance “serves as the nonexclusive guidebook to assist in further defining the various aspects and elements of the form of urban design”. However, the model ordinance states in its introduction that such “ordinance is meant as a guide and is not intended to be adopted to be adopted as is. Each community must adapt the language and concepts of the ordinance to fit the unique circumstances found in that community”. For example, the model ordinance has references between brackets to be filled by the municipality adopting the ordinance, this is still outstanding. For this reason, staff recommends to adapt the model TND ordinance to the City of Franklin.

Currently, a TND project may be allowed as a Planned Development District (PDD) but it’s unclear how the city would review such application without adapting the model ordinance to the

¹ Wisconsin Statutes Section 66.1027 *Traditional neighborhood developments and conservation subdivisions.*

² Wis. Stats. Section 66.1027(3)(b).

comprehensive plan and the UDO. Staff is not aware of an approved PDD for Traditional Neighborhood Development.

Consistency with the city’s Comprehensive Master Plan

The concept of Traditional Neighborhood Development (TND) is consistent with the following policies and recommendations of the comprehensive plan:

- In the Future Land Use Map (FLUM), “**Mixed Use Development** is encouraged and accommodated by this Plan. Mixed-use development (in appropriate locations and of appropriate scales) consists of existing mixed-use related land use and zoning options (as exemplified by the City of Franklin’s Unified Development Ordinance’s Residential Planned Development District, **Traditional Neighborhood Planned Development District, ...**” (Land Use Element, page 5-79, emphasis added).
- “Strive toward a **70/30 ratio of residential to commercial assessed valuation**”. Since TND provides a mix of uses, including residential, commercial, civic and open spaces; a TND ordinance is likely to be consistent with this goal of the comprehensive plan. (Issues & Opportunities Element, page 2-33, emphasis added).
- One of the Land Use Design Policies is to “[e]ncourage mixed uses. Mixed uses within individual buildings, within individual developments, and between adjacent developments shall be allowed. Concepts such as Town Centers or **Traditional Neighborhood Design shall be encouraged**”. (Land Use Element, page 5-71, emphasis added).
- For the purpose of the comprehensive plan and the Future Land Use Map, “it is assumed that” ... “**mixed-use development will occur more often**” (Land Use Element, page 5-37, emphasis added).

The comprehensive plan also identifies potential long-term implications of enacting a TND ordinance: “if residential density increased (through such means as **traditional neighborhood design**, mixed-use design, greater amounts of multi-family development, redevelopment, or market factors such as increases in the price of land and/or building supplies), and other trends remained the same, more residential units would be constructed, and the population of the City at full build-out would be greater” (Land Use Element, page 5-35, emphasis added).

Compliance with the Unified Development Ordinance

As pointed in this memorandum, the current Unified Development Ordinance (UDO) has a reference to the model TND ordinance but lacks specific standards. A full rewrite of the UDO is in progress as a separate project, the proposed UDO in draft form also refers to the model ordinance without providing specific standards.

The model TND ordinance has design standards for street sections, architecture, lighting, landscaping, parking, etc. City Development staff will adapt these standards for compliance with the UDO and consistency with the comprehensive plan.

Adoption process

In order to allow for Traditional Neighborhood Development, a municipality needs to adopt a TND ordinance or include appropriate language in an existing ordinance. At a minimum, a TND ordinance must follow the adoption process of an UDO Text Amendment: public hearing before the Plan Commission for recommendation and presentation before the Common Council for decision.

City Development staff is proposing the following steps for drafting and adopting a TND ordinance:

- Present this memorandum to the Plan Commission and Common Council for initial feedback and policy direction.
- City Development staff to prepare a draft TND ordinance based on the model ordinance.
 - City Development staff to meet with other city departments for feedback on specific topics. For example, stormwater management and street sections (Engineering Department), street sections (Fire Department).
- Present draft TND ordinance to the Plan Commission (2-3 feedback loops anticipated).
- Present draft TND ordinance to the Common Council for feedback.
- Legal review by City Attorney.
- Present TND ordinance before the Plan Commission for recommendation (public hearing required).
- Present TND ordinance before the Common Council for adoption (required).

City Development staff is planning to prepare such draft ordinance as an in-house project, no outside consultant is anticipated other than City Attorney for legal review.

Question for policy direction

City Development staff identified the following issue for policy direction prior to preparing a draft TND ordinance:

- **Ordinance mapping.** As stated in the model ordinance, such TND ordinance is not required to be mapped. Therefore, staff identifies three options for policy direction:
 - Floating zoning, recommended by City Development staff for the following reasons:
 - It doesn't require mapping or rezonings.
 - Applies to properties that meet certain criteria to be defined in the draft ordinance. For example, minimum lot area, be served by public water and sewer, future land use designation (commercial and mixed use).
 - The area where it applies would be adjusted automatically is the comprehensive plan is updated.
 - Base zoning.
 - Requires mapping and rezonings.
 - It may create nonconformities.
 - Overlay zoning.
 - Requires mapping but base zoning is retained.
 - Requires adjustment if the comprehensive plan is updated.

For more information

- Model ordinance available at https://doa.wi.gov/DIR/Comp_Planning_tndord.pdf
- Center for Land Use Education, 2005. *Traditional Neighborhood Design*, available at <https://www.uwsp.edu/wp-content/uploads/2024/04/TND.pdf>

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 3, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$2,129,586 APPROPRIATIONS AND \$2,129,586 RESOURCES FOR THE JOHNSON CONTROLS ENERGY EFFICIENCY PROJECT	ITEM NUMBER G. 6.

Background

On April 3, 2024, the Common Council authorized certain officials to execute a Master Energy Services Agreement with Johnson Controls, Inc. to develop an Energy Saving Performance Contract to implement energy efficiency, safety, security and renewable energy measures at various City Buildings. In finalizing the project scope, the Common Council approved a project to be executed for a total project cost of \$3,025,636. Funding sources for this project include 2024 budgeted Capital Project Funds and Borrowed Funds approved through a Tax-Exempt Lease-Purchase Agreement.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide for the implementation and completion of this project.

Fiscal Note

The total project cost is \$3,025,636. On July 16, 2024, the Common Council approved the transfer and repurposing of unused capital project appropriations to help fund this project. \$896,050 was repurposed from the Library Air Chiller, Facility Improvements, Physical & Video Security Project, and Finance & Treasury Upgrades, leaving \$2,129,586 needing to be funded. On August 20, 2024, the Common Council approved the use of bank funding through the Tax-Exempt Lease-Purchase Agreement with Bank of America to finance the remaining \$2,129,586.

The GL Numbers associated with this amendment are:

Capital Outlay Fund – Fund 46

Revenue:

46-0000-4915	Loan Proceeds	Increase	\$2,129,586.00
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Expenditure:

46-0181-5822.9661	JCI Comp Efficiency Program	Increase	\$2,129,586.00
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COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Capital Improvement Fund to Provide Additional \$2,129,586 Appropriations and \$2,129,586 Resources for the Johnson Controls Energy Efficiency Project.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$2,129,586 APPROPRIATIONS AND \$2,129,586 RESOURCES FOR THE JOHNSON CONTROLS ENERGY EFFICIENCY 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 City's 2024 Annual Budget appropriated \$896,050 for facility upgrades, security and infrastructure replacement; and

WHEREAS, additional \$2,129,586 appropriations are needed to fully fund and support a wide scope energy efficiency project that will benefit the City's buildings and infrastructure; and

WHEREAS, the City of Franklin has entered into a Tax-Exempt Lease-Purchase Agreement that will be executed by the City's Director of Finance & Treasurer, Director of Administration and City Attorney; and

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

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

Capital Improvement Fund

0000	Misc. Revenue	Loan Proceeds	Increase	\$2,129,586
0181	Muni. Buildings	JCI Comp Efficiency	Increase	\$2,129,586

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 ____

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4

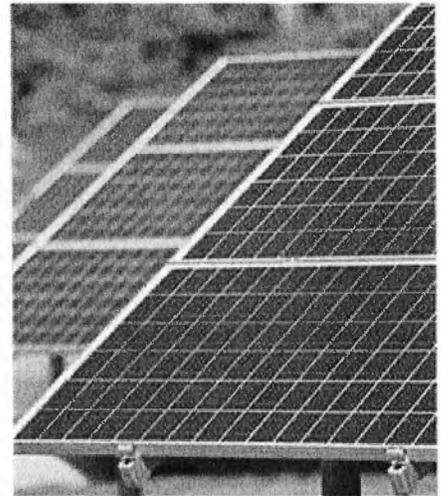
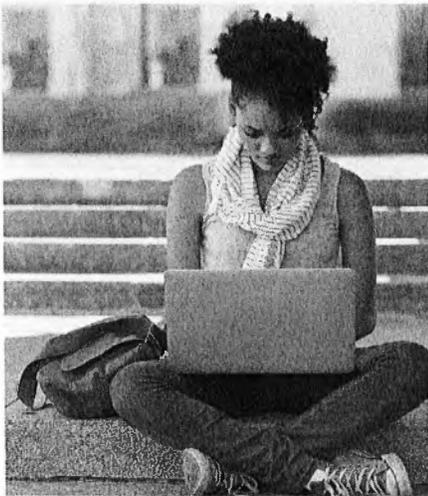
- 1 Work The price to be paid by Customer for the Work shall be \$ 3,025,636 Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows

First payment due	\$1,512,818	8/30/24
Second payment due	\$302,564	9/30/24
Third payment due	\$302,564	10/30/24
Fourth payment due	\$302,564	11/30/24
Fifth payment due	\$302,564	12/30/24
Final payment due	\$302,562	2/30/25

- 2 M&V Services The total price for JCI's M&V Services, as detailed on Schedule 2 of this Agreement, is \$44,912 This amount will be paid to JCI in annual instalments per the schedule below These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the 3 year Guarantee Term The total price for JCI's M&V Services is not included in the Work price above

Annual amount due Year 1	\$14,530	Due Date 3/1/2025
Annual amount due Year 2	\$14,966	Due Date 3/1/2026
Annual amount due Year 3	\$15,416	Due Date 3/1/2027

First payment due Upon project Substantial Completion



Tax-Exempt Lease/Purchase Financing Proposal For:

City of Franklin, WI
August 15, 2024

Bank of America has committed to deploying and mobilizing \$1 trillion by 2030 in our Environmental Business Initiative in order to accelerate the transition to a low-carbon, sustainable economy. Through lending, investing, capital raising, advisory services and developing financing solutions for clients around the world, the bank has deployed more than \$200 billion since 2007 in support of environmental business efforts across the globe.



100 Federal Street
Boston, MA 02110
Tel: 617-477-6000

100 Federal Street
Boston, MA 02110
Tel: 617-477-6000
Fax: 617-477-6000

TRANSMITTAL VIA EMAIL

Attn: Mr. Steve Goldberg
Lead Financial Associate
Johnson Controls Capital

Date: August 15, 2024

**Re: Tax-Exempt Lease-Purchase Agreement for the City of Franklin, WI
("CITY")**

Thank you for the opportunity to present to you the attached terms and conditions for the financing of the above private placement transaction for the City of Franklin, WI ("City", or "Lessee"). Banc of America Public Capital ("BAPCC" or "Lessor") looks forward to the opportunity to provide our tax-exempt equipment lease financing services for this important energy efficiency project.

BAPCC offers unique financing features and qualifications that can be leveraged on behalf of CITY to complete this transaction at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. **TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE:** We are a leading provider of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our team is highly experienced in documenting and closing tax-exempt lease purchase transactions;
2. **ENERGY EFFICIENCY FINANCING EXPERIENCE:** The Energy Services group is a leading provider of financial solutions for energy efficiency, renewable energy, water system, and energy generation equipment and assets;
3. **PRIVATE PLACEMENT:** The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

This cover letter and term sheet include only a brief description of the principal terms of the proposed transaction. Please understand that this proposal is not a commitment or offer to lend, and does not create any obligation for Lessor or BAPCC. Lessor and BAPCC will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including Lessee, as a result of this letter. Lessor will notify you in writing of its decision if Lessor agrees to proceed with the proposed transaction after completing its review and analysis.

Please feel free to contact me at 617.434.7760 to discuss the proposed transaction, or to accept this proposal, please sign the enclosed copy of this letter **within ten (10) business days** and return it to **Banc of America Public Capital Corp. Attention: Holly Andreozzi** at holly.andreozzi@bofa.com

I look forward to the opportunity to work with you on the proposed transaction for the City.

Very truly yours,



Global Leasing Energy Services

By: Holly Andreozzi
Senior Vice President

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of borrower or its affiliates, and authorizes Lessor, Bank of America and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

City of Franklin, WI

By: _____

Title: _____

Date: _____

Tax ID: _____

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SUMMARY OF TERMS AND CONDITIONS

I. Lessee, Lessor and Project Information - Introduction

Lessee: City of Franklin, WI (the "City")

Lessor: Banc of America Public Capital Corp or its affiliate or designee

Lessor Background: Our Energy Services team has extensive experience in funding tax-exempt equipment lease transactions for energy efficiency projects that benefit governmental entities, K-12, and public higher education institutions throughout the country.

Commitment to energy efficiency and the environment: Bank of America is a proud supporter of energy efficiency and initiatives that have a positive impact on the environment

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

<http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>

II. Lease Structure, Project Description

Purpose: The purpose of this transaction is to provide financing for the acquisition, construction and installation of energy conservation equipment (collectively, the "Equipment") by Johnson Controls ("Vendor") under an energy performance contract with the City

Structure: This transaction will be structured as a tax-exempt equipment lease purchase agreement ("*Lease/Purchase*") between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, subject only to annual appropriation of funds by the Lessee's governing body and in accordance with the laws of the State of Wisconsin. The lease will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee

Security: Upon acceptance of the Equipment, title to the Equipment shall be vested in Lessee. The Lessor will obtain, a first priority perfected security interest in the Equipment under the Lease Purchase that shall be evidenced by the filing of UCC financing statements and fixture filings. At maturity of the Lease/Purchase, upon payment of all outstanding amounts under the Lease/Purchase, Lessor's security interest in the Equipment shall be released and Lessee shall retain the Equipment. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

Proceeds:

Estimated Project Cost	\$2,129,586
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III. Funding, Interest Rate, Closing

Funding: Proceeds from the Lease will be deposited into an Escrow fund account ("Escrow Fund") acceptable to Lessor. Lessee will be required to direct investments in the Escrow Fund and any interest earned will be for the benefit of Lessee. Disbursements will be made from the Escrow Fund to pay for project costs upon delivery by Lessee of a disbursement request subject to compliance by Lessee with all applicable regulations under the Internal Revenue Code, including but not limited to arbitrage reporting.

Anticipated Escrow Agent: BOKF or other mutually acceptable bank

Closing Date: TBD

Indicative Interest Rate: 3.97%

If this proposal is signed and returned to Lender within ten (10) business days:

The Tax-Exempt Interest Rate is locked until September 30, 2024 and will be locked so long as the transaction is funded on or before such date. If closing of the transaction occurs after such rate lock expiration, the respective Interest Rate for the transaction is subject to repricing at the discretion of Lessor seven (7) business days prior to the scheduled closing date.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULES. TO THE EXTENT THAT THE AVERAGE LIFE OF THE FINAL SELECTED AMORTIZATION SCHEDULE CHANGES FROM THE ATTACHED, THE RESPECTIVE RATE ABOVE IS SUBJECT TO MODIFICATION BY LENDER TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL SCHEDULE.

Closing Costs: Lessee will be responsible for its own closing costs, including its own legal costs for provided any legal opinions for the transaction. Lessee may include legal and financing costs in the transaction amount.

Lessee will need to obtain a validity opinion from counsel.

Lessor's Counsel: Lessor will responsible for Lessor's outside attorney fees, if any.

IV. Repayment, Prepayment and Other Terms

Payments: Lessee shall make rental payments per the attached amortization schedule.

Prepayment: Beginning in year 3, on any periodic rental payment date and following 30 days advance written notice, Lessee shall have the option to prepay its

obligations (in whole and NOT in part) under the Lease/Purchase upon payment of the then-applicable Purchase Price, which will be calculated as 103% of the outstanding principal balance

Documentation: Lessor will use its standard form of lease documentation; such terms and conditions in Lessor's lease documentation.

**Payment and
Performance
Bonds:**

Lessee shall secure from Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under the Vendor Agreement

Bank Qualification: This transaction will NOT be considered Bank-Qualified.

**Opinion of
Counsel:**

Counsel to Lessee shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will provide, among other matters:

- (a) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease/Purchase; and
- (b) the Lease/Purchase has been duly executed by Lessee and is a valid, binding and enforceable obligation against Lessee.

**Tax Exempt
Lease/Purchase:**

The rental payments have been calculated on the following assumptions and representations by Lessee that Lessee.

1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the State of Wisconsin;
4. is authorized under the laws of the State of Wisconsin to enter into the Lease/Purchase and the transactions contemplated thereby and to perform all of Lessee's obligations thereunder; and
5. has duly authorized the execution and delivery of the Lease/Purchase under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Lease/Purchase, and Lessee has complied with all applicable public bidding requirements, and

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status, and shall make such further

representations and certifications as are customary in tax exempt transactions

Final Approval: This proposal and the terms set forth herein are an indication of interest in the transaction, and are not and should not be construed as a commitment nor obligation of Lessor or its affiliates to provide any financing. The proposed transaction and the terms set forth herein are subject to all credit, risk, documentation and legal approvals of Lessor as well as execution and delivery of documentation acceptable to all parties. All disbursements are subject to no material adverse change in the financial condition of Lessee from the time of approval.

Assignment: Lessor shall be entitled to assign its right, title and interest in the Lease and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933. At any time, Lessor may sell, assign or encumber all or any part of its right title and interest in the Lease/Purchase, however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

Proposal Expiration Date: This proposal must be accepted within ten (10) business days to be valid.

Market Disruption: NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS PROPOSAL LETTER, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, LESSOR MAY MODIFY THE INDEX PRICING DESCRIBED ABOVE

USA Patriot Act Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Standard Disclosures and Disclaimers

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp ("BAPCC") in which. (i) BAPCC is acting solely as a principal (i.e., as Lender) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity

This proposal is submitted in response to your Request for Proposal. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.)

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

Sample Amortization

Lease Proceeds	2,129,586.00
Interest Rate	3.970%
Closing/Funding Date (est.)	8/30/24
Average Life	10.741

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance
0		8/30/2024	2,129,586 00				2,129,586 00
1	1	2/1/2025		140,581 00	35,461 75	105,119 25	2,024,466 75
2	2	2/1/2026		114,233.00	80,371 33	33,861 67	1,990,605 08
3	3	2/1/2027		285,162.00	79,027 02	206,134 98	1,784,470 10
4	4	2/1/2028		137,107 00	70,843 46	66,263 54	1,718,206 56
5	5	2/1/2029		129,132 00	68,212 80	60,919 20	1,657,287 36
6	6	2/1/2030		133,005 00	65,794 31	67,210 69	1,590,076 67
7	7	2/1/2031		137,032 00	63,126 04	73,905 96	1,516,170 71
8	8	2/1/2032		141,220 00	60,191 98	81,028 02	1,435,142 69
9	9	2/1/2033		145,577 00	56,975 16	88,601 84	1,346,540 85
10	10	2/1/2034		150,107.00	53,457 67	96,649 33	1,249,891 52
11	11	2/1/2035		154,819.00	49,620 69	105,198 31	1,144,693 21
12	12	2/1/2036		159,721.00	45,444 32	114,276 68	1,030,416 53
13	13	2/1/2037		164,820.00	40,907 54	123,912 46	906,504 07
14	14	2/1/2038		170,124.00	35,988 21	134,135 79	772,368 28
15	15	2/1/2039		153,580 00	30,663 02	122,916 98	649,451 30
16	16	2/1/2040		158,437.00	25,783.22	132,653 78	516,797 52
17	17	2/1/2041		163,492 00	20,516 86	142,975 14	373,822 38
18	18	2/1/2042		168,750 00	14,840 75	153,909 25	219,913 13
19	19	2/1/2043		174,223.00	8,730 55	165,492 45	54,420 68
20	20	2/1/2044		56,581 18	2,160 50	54,420 68	-
			2,129,586.00	3,037,703.18	908,117.18	2,129,586.00	

Sample Cash Flow *

Year	Measured Utility Savings	Utility Savings	Operational Savings	Capital Contribution	Rebates	Program Savings	M&V Cost	Available for Debt Service	Debt Service	Net Savings
0										
1	59,338	12,782	23,350	30,000	29,641	155,111	14,530	140,581	140,581.00	-
2	61,613	13,302	24,284	30,000	-	129,199	14,966	114,233	114,233.00	-
3	63,976	13,844	25,256	30,000	167,501	300,577	15,415	285,162	285,162.00	-
4	66,433	14,408	26,266	30,000	-	137,107	-	137,107	137,107.00	-
5	68,985	14,997	15,150	30,000	-	129,132	-	129,132	129,132.00	-
6	71,638	15,611	15,756	30,000	-	133,005	-	133,005	133,005.00	-
7	74,396	16,250	16,386	30,000	-	137,032	-	137,032	137,032.00	-
8	77,262	16,917	17,041	30,000	-	141,220	-	141,220	141,220.00	-
9	80,241	17,613	17,723	30,000	-	145,577	-	145,577	145,577.00	-
10	83,338	18,337	18,432	30,000	-	150,107	-	150,107	150,107.00	-
11	86,557	19,093	19,169	30,000	-	154,819	-	154,819	154,819.00	-
12	89,904	19,881	19,936	30,000	-	159,721	-	159,721	159,721.00	-
13	93,383	20,703	20,734	30,000	-	164,820	-	164,820	164,820.00	-
14	97,000	21,561	21,563	30,000	-	170,124	-	170,124	170,124.00	-
15	100,761	22,455	364	30,000	-	153,580	-	153,580	153,580.00	-
16	104,672	23,387	378	30,000	-	158,437	-	158,437	158,437.00	-
17	108,738	24,360	394	30,000	-	163,492	-	163,492	163,492.00	-
18	112,966	25,375	409	30,000	-	168,750	-	168,750	168,750.00	-
19	117,363	26,434	426	30,000	-	174,223	-	174,223	174,223.00	-
20	121,936	27,539	-	30,000	-	179,475	-	179,475	56,581.18	122,893.82
	1,740,500	384,649	283,017	600,000	197,142	3,205,508	44,911	3,160,597	3,037,703	122,894

*Uses savings from RFP

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/24
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON LOT 12 IN BLOCK 1 OF TUCKAWAY GREEN SUBDIVISION (7512 S 77TH STREET) (MICHELLE WILLIAMS, APPLICANT)	ITEM NUMBER G. 7.

At its August 22, 2024 meeting the Plan Commission recommended approval of a resolution authorizing the installation of a fence within the 20 foot Private Planting Screen plat restriction, upon Lot 13 in Block 1 of Tuckaway Green Subdivision (7512 S 77th Street) (Michelle Williams, 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 authorizing the installation of a fence within the 20 foot Private Planting Screen plat restriction, upon Lot 12 in Block 1 of Tuckaway Green Subdivision (7512 S 77th Street) (Michelle Williams, Applicant).



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item E.1.

Meeting of August 22, 2024

Fence Installation within Private Planting Screen

RECOMMENDATION: City Development staff recommends approval of this request to allow for the installation of a fence within the 20-foot Private Planting Screen upon Lot 13 in Block 1 of the Tuckaway Green Subdivision.

Project name:	Williams – Fence Installation within Private Planting Screen
Property Owner:	Williams, Michelle
Applicant:	Williams, Michelle
Property Address/TKN:	7512 S 77 th Street / 792 0013 000
Aldermanic District:	District 2
Zoning District:	R-6 Suburban Single-Family Residence District
Staff Planner:	Luke Hamill, Associate Planner

Project Description/Analysis

This request is to allow for a fence 20 foot “Private Planting Screen” upon Lot 13 in Block 1 in the Tuckaway Green Subdivision. The Tuckaway Green Subdivision Final Plat was approved by the Common Council on December 20, 1977 by Resolution No. 77-1320 and contains a 20 foot “Private Planting Screen” for all lots abutting South 76th Street. The property owner is proposing to install a fence and within this area and would like release of the plat restriction.

The applicant is proposing a 6-foot high vinyl fence located 16 feet from the rear lot line, 3 feet from the northern lot line, and on the interior southern lot line. This structure would encroach approximately 4 feet into the planting strip indicated on the plat.

Note that the planting strip is located on platted lots 10 through 20 while the berm is located on the 76th Street Right-of-way. The picture below is looking west from S 76th Street into the applicant’s yard. Staff acknowledges that the proposed fence would be slightly visible from Ryan Road.



View of the berm on the west side of 76th Street, from roadside looking west.

Photograph by City Development staff.

Site compliance

City Development staff visited the site on July 10th and didn't notice any site compliance issues with the subject lot.

Staff Recommendation:

City Development staff recommends approval of this request to allow for the installation of a fence within the 20-foot Private Planting Screen upon Lot 13 in Block 1 of the Tuckaway Green Subdivision.

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE
WITHIN THE 20 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON
LOT 13 IN BLOCK 1 OF THE TUCKAWAY GREEN SUBDIVISION
(7512 SOUTH 77TH STREET)
(MICHELLE WILLIAMS, APPLICANT)

WHEREAS, the Tuckaway Green Subdivision Plat prohibits the building of structures within the 20 foot “Private Planting Screen” described thereon; and

WHEREAS, Michelle Williams having applied for a release of the 20 foot “Private Planting Screen” easement restriction upon their property to the extent necessary to install a fence within the restricted area upon the property located at 7512 South 77th Street, such property being zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 792-0013-000, is more particularly described as follows:

Lot 13, in Block 1, in TUCKAWAY GREEN, being a subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the 20 foot “Private Planting Screen” easement restriction upon the Final Plat for Tuckaway Green Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the release of the 20 foot “Private Planting Screen” easement restriction only so as to allow for the subject fence installation, and having considered the proposed location of and type of fence to be installed upon the subject property in conjunction with existing and required landscaping on the property, and that the proposed fence will not be readily visible from the adjoining highway or create any adverse impact upon the aesthetic or buffering purposes of the landscape bufferyard.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Michelle Williams filed on June 26, 2024 be and the same is hereby authorized and approved and that the "Private Planting Screen" easement restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released.

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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



APPLICATION DATE: _____
 STAMP DATE: _____ city use only

MISCELLANEOUS APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Todd & Michelle Williams	NAME: Same as Applicant
COMPANY: N/A	COMPANY:
MAILING ADDRESS: 7512 South 77th Street	MAILING ADDRESS:
CITY/STATE: Franklin, WI ZIP: 53132	CITY/STATE: ZIP:
PHONE: 414-899-3237	PHONE:
EMAIL ADDRESS: mrwilliams1028@gmail.com	EMAIL ADDRESS:

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 7512 South 77th Street	TAX KEY NUMBER: 7920013000
PROPERTY OWNER: Todd & Michelle Williams	PHONE: 414-899-3237
MAILING ADDRESS: 7512 South 77th Street	EMAIL ADDRESS: w.todd@att.net
CITY/STATE: Franklin, WI ZIP: 53132	DATE OF COMPLETION: office use only

APPLICATION MATERIALS

The following materials must be submitted with this application form. *incomplete applications and submittals cannot be reviewed.

- This application form accurately filled out with signature or authorization letters (see below).
- \$125 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property.
- Three (3) Project Narratives
- Other information as may be deemed appropriate for the request
- Email or flash drive with all plans/submittal materials.

Submittal of Application for review is not a guarantee of approval.

Plan Commission, Community Development Authority and/or Common Council review and approval may be required.

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 above page detailing the requirements for Miscellaneous approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: 	APPLICANT SIGNATURE:
NAME & TITLE: Todd Williams DATE: 06/28/2024	NAME & TITLE: N/A DATE: 6/28/24
PROPERTY OWNER SIGNATURE: 	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE: Michelle Williams DATE: 06/28/2024	NAME & TITLE: N/A DATE: 6/28/2024

Lot 13 in Block 1 in TUCKAWAY GREEN ADDITION, being a Subdivision of a part of the Southeast $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



Inspection Services

9229 W. Loomis Road, Franklin, WI 53132

414-425-0084 Fax 414-425-7513

e-mail: generalinspection@franklinwi.gov

www.franklinwi.gov

05/21/2024

Michelle & Todd Williams
7512 S 77TH ST
Franklin, WI 53132

Project Address: **7512 S 77TH ST**

Project Type: **Fence**

Dear Permit Applicant:

Plans for the referenced project have been placed **ON-HOLD** pending further information.

Revised plans shall be submitted to reflect correction(s) to the following item(s):

1. The proposed fence may not be located in the rear 20' private planting screen area. Please re-draw your proposed fence on the survey attached in this email and send back.

Please contact Inspection Services if you have any questions regarding the required plan revisions listed above.

Thank you,

Jason Hendrix
City of Franklin
Inspection Services

**OWNER'S ACKNOWLEDGEMENT OF CONDITIONS FOR FENCES LOCATED IN
WE ENERGIES UTILITY EASEMENTS**

Fences may be permitted in We Energies utility easements only subject to the following:

1. The fence shall not be positioned nearer than 3' to any side of a transformer if present.
2. The fence shall not be positioned nearer than 10' to the door of any transformer if present. *EXCEPTION: If a gate or easily removable section of fence is positioned directly in front of the door and measures at least as wide as the door to the transformer, the distance may be reduced to 3'.*
3. We Energies will not repair or replace any portion of the fence in the utility easement if the fence needs to be removed for any utility work including clearing obstructions in the easement area.
4. The fence shall not be attached to any utility equipment.
5. "Digger's Hotline" shall be contacted prior to any excavation work.
6. This authorization only applies to We Energies utility easements.

Property Owner(s) hereby acknowledges that he/she has read and understands the above conditions:

Sign Michelle Williams Print Michelle Williams
Sign Todd Williams Print Todd Williams

NOTE: The owner must sign this acknowledgement and include it with their fence permit submittal.

7512 SOUTH 77TH STREET, FRANKLIN

We are requesting a change to our plat survey that indicates a private planting screen. We'd like to build an 80' foot fence across the back property line where this planting screen is indicated on the plat. Our back property line abuts South 76th Street.

The fence will be 6' high, made of composite material with reinforced wind support. This will provide long-term maintenance-free and aesthetic appeal from both our property and from South 76th Street. This fence will also provide security, privacy and noise reduction from the traffic of South 76th Street.

Below are pictures of the area indicated as the private planting screen where we would be building the fence.

Picture of Private Planting Screen from house/facing South 76th Street – Trees will remain



City of Franklin Department of City Development

Date: August 8, 2024

To: Michelle Williams

From: Luke Hamill, Associate Planner
Department of City Development

RE: Staff Comments for Williams Miscellaneous Application (fence installation within Private Planting Screen)

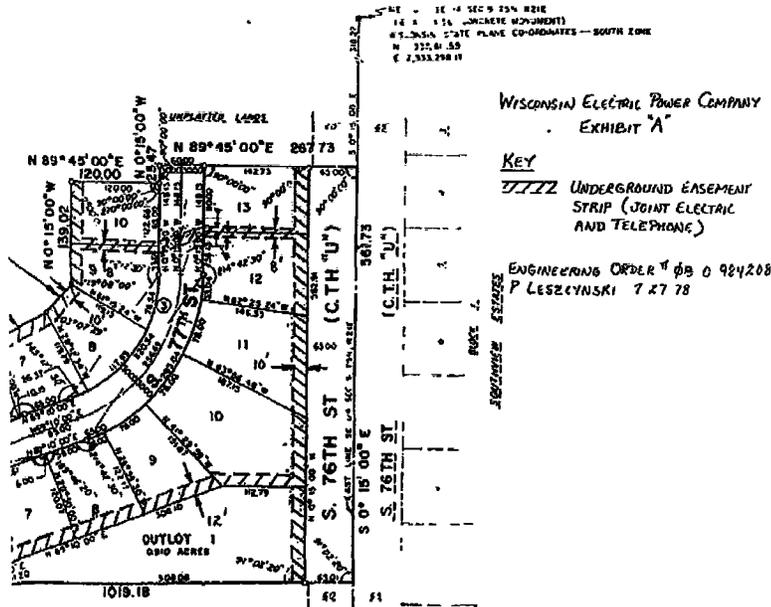
Please be advised that City Staff has reviewed the above application for the property located at 7512 S 77th Street. Department comments are as follows for the application date stamped by the City of Franklin on June 28, 2024.

Planning Staff Comments

1. Please indicate the distance the proposed fence will be from the East and North Property Lines on the Plat of Survey.

Engineering Comments

2. Make sure to coordinate with WE-Energies if encroaching on the 10-foot underground easement.



PLAT OF SURVEY

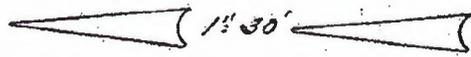
7512
LOCATION: ~~██████~~ South 77th Street, Franklin, Wisconsin

LEGAL DESCRIPTION: Lot 13 in Block 1 in TUCKAWAY GREEN ~~██████████~~ being a Subdivision of a part of the Southeast 1/4 of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

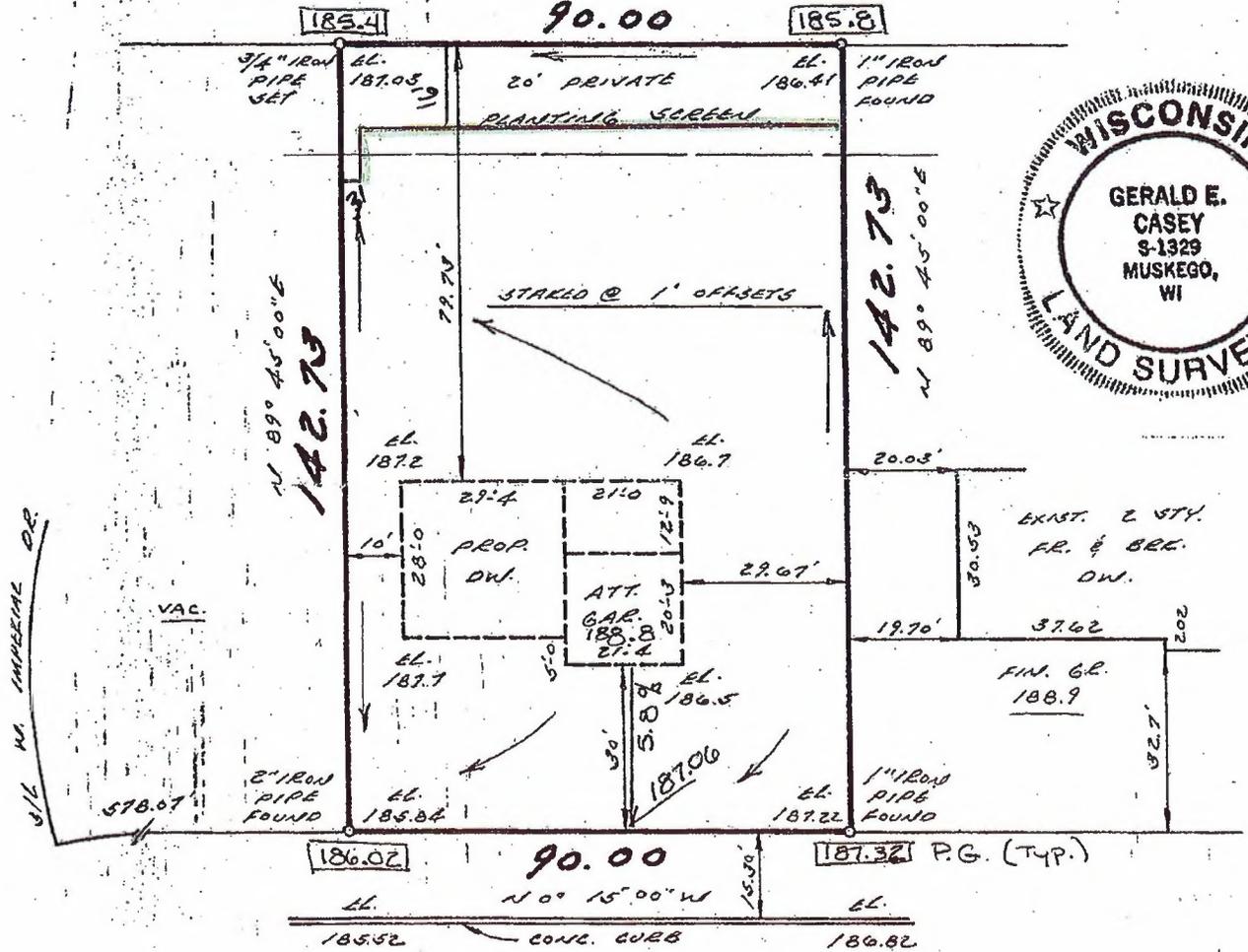
April 17, 1987

Survey No. 70757

APPROVED
 FINISHED GRADE ELEVATION = 188.8
[Signature] CITY OF FRANKLIN DATUM
[Signature] PER 4-29-87 DATE
 CITY ENGINEER PER DATE



3. 70TH ST. (C.T.H. "U")
(125' R.O.W.)
N 0° 15' 00" W
90.00



P

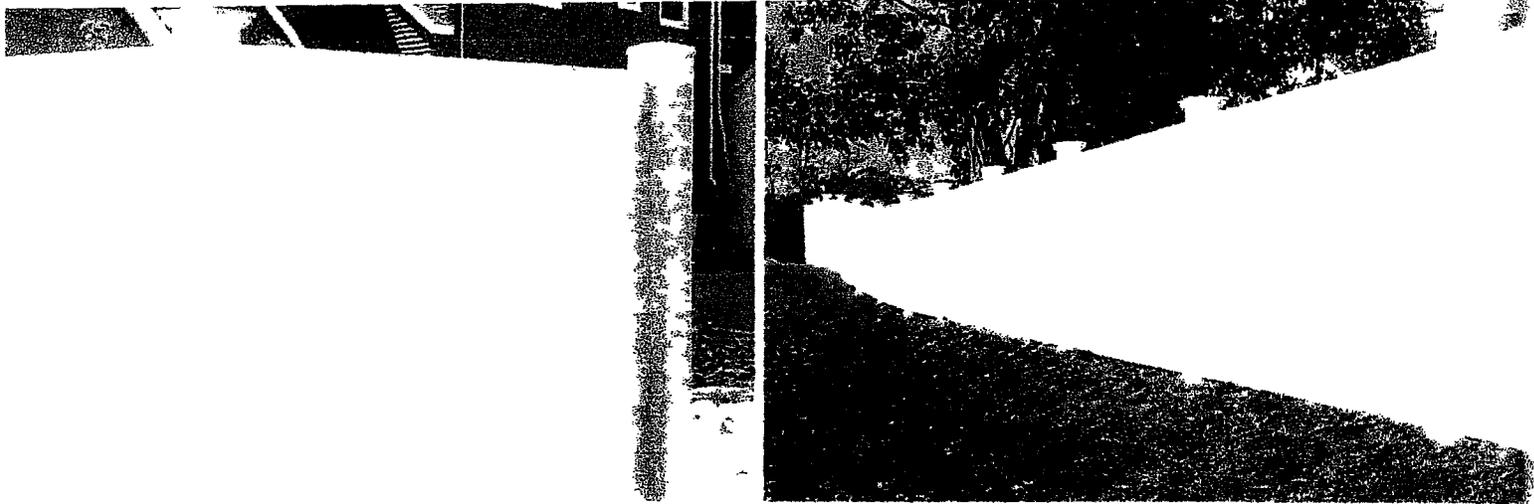
Polyvinyl
VINYL FENCING



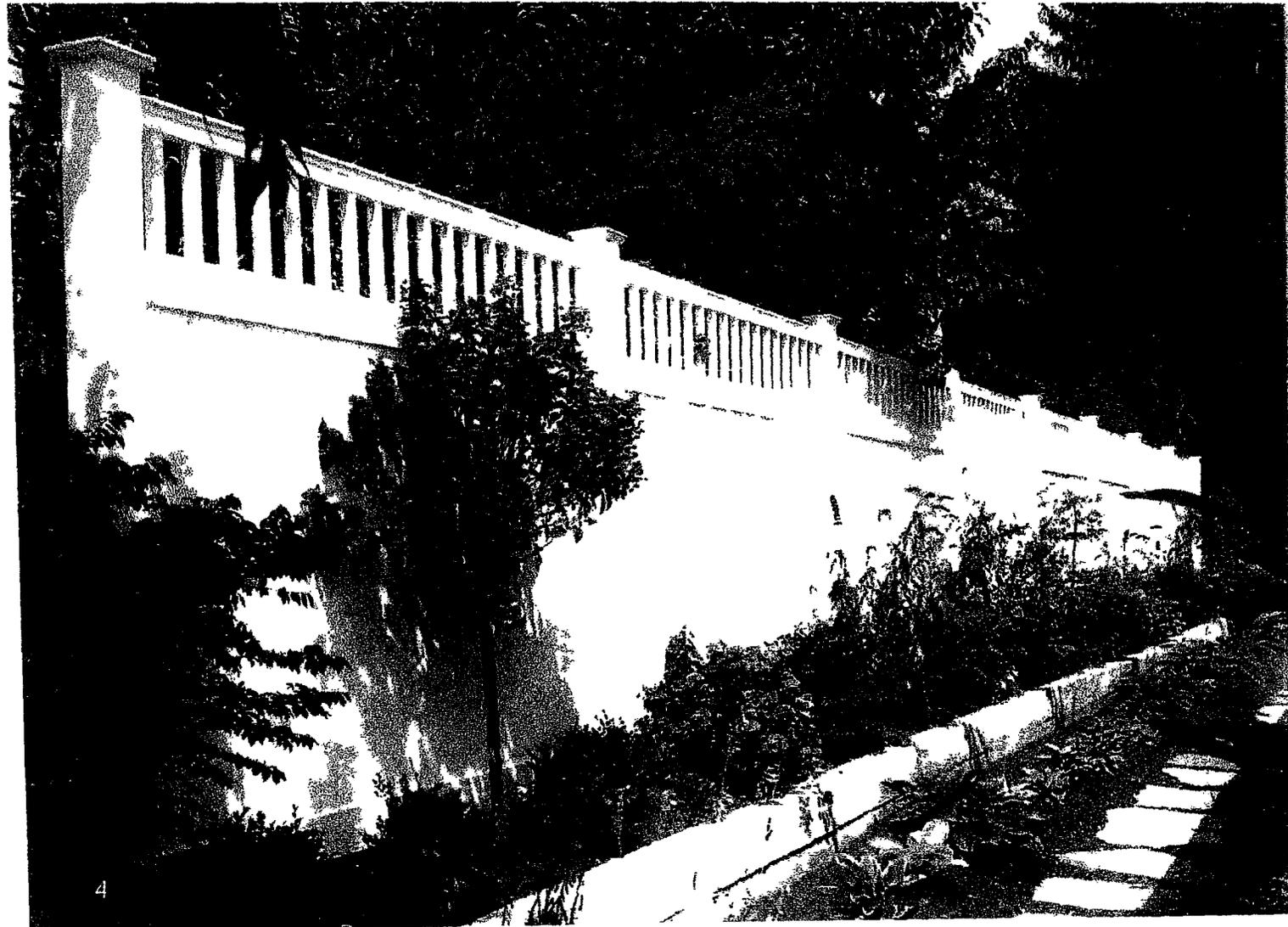
**Digger
Specialties
Inc.**

Transforming the Outdoor Living Experience





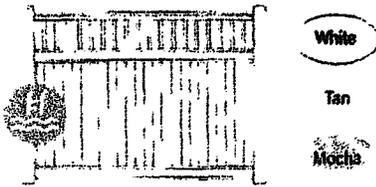
MODELS





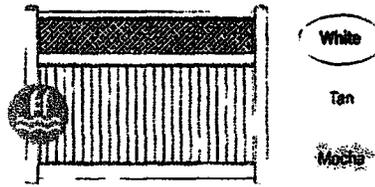
Polyvinyl Privacy Fencing provides privacy and security for your outdoor living space while offering options and colors to match your style. Whether you are protecting your family and pets or creating a secluded oasis for your backyard pool, Privacy Fencing will ensure your outdoor living space is safe and beautiful.

KINGSTON



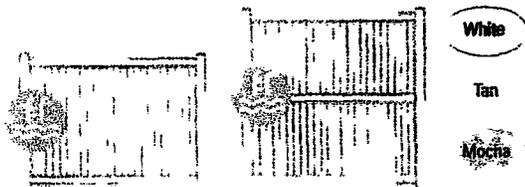
48", 60", 72", 84", 96"
for 72", 84", and 96" heights

MAJESTIC II



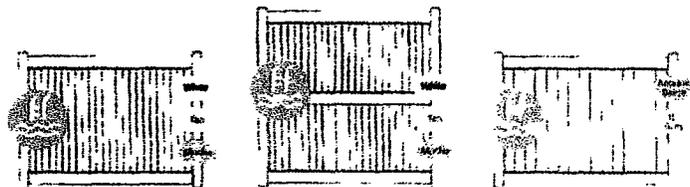
48", 60", 72", 84", 96"
for 72", 84", and 96" heights

SUPERIOR



48", 60", 72" 84", 96"

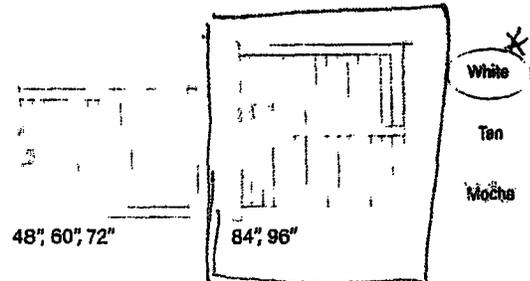
SUPERIOR II



48", 60", 72" with 11.28" Verticals 84", 96" with 11.28" Verticals 48", 60", 72" with 6" Verticals

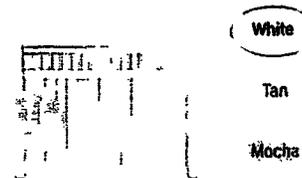
Rails and Posts available in White, Tan, and Mocha only

TRI-MAX II



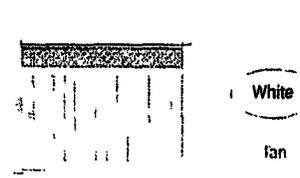
48", 60", 72" 84", 96"

TRI-MAX II with Vertical Topper



60", 72", 84"
for 72" and 84" heights

TRI-MAX II with Lattice Topper

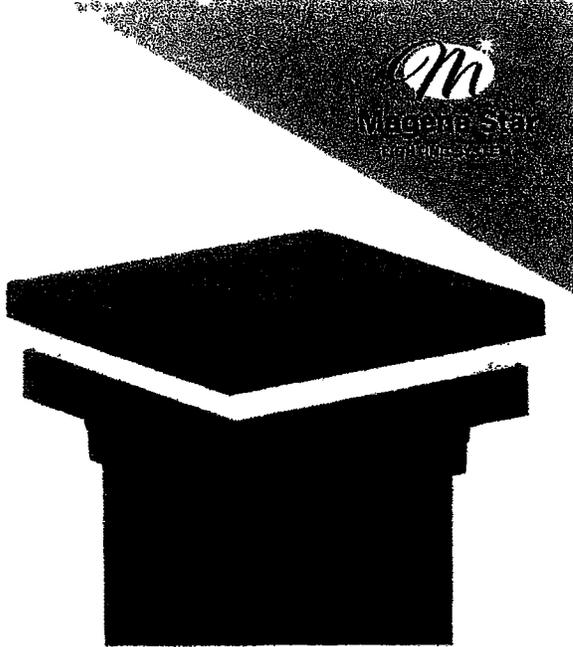


72"



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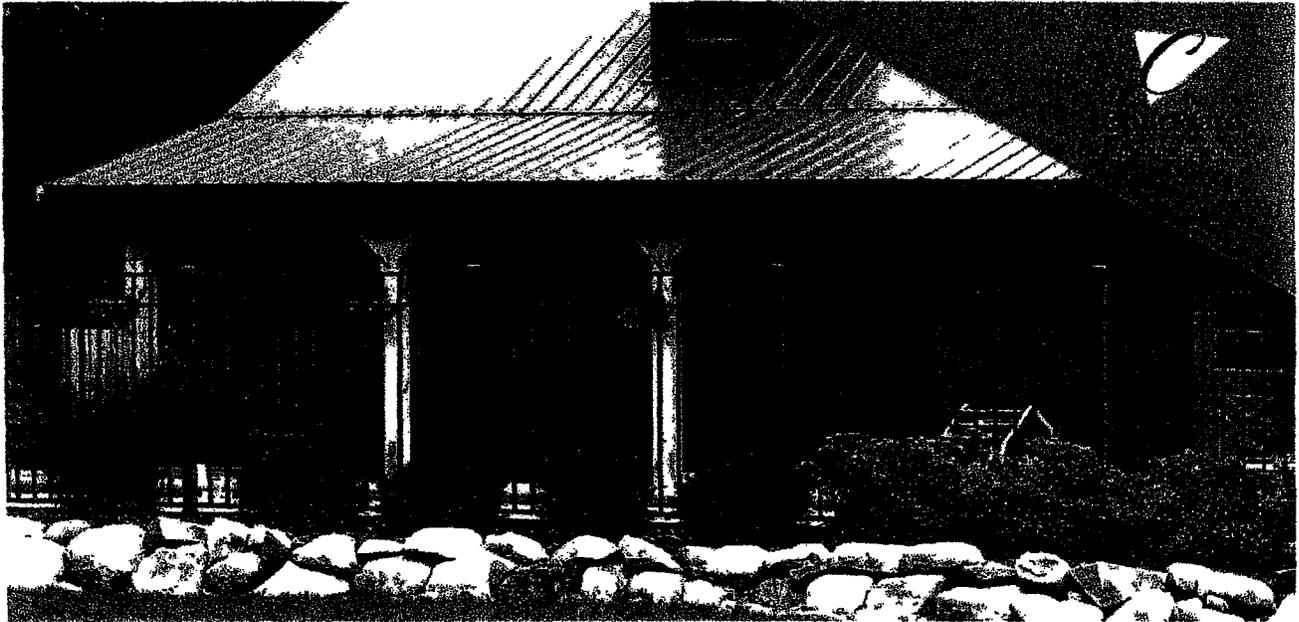
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PERGOLA



Eggyfall
DECK



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 3, 2024
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #747-9979-002	ITEM NUMBER G.8.

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2023 tax year. There was an Excessive Tax Assessment Claim heard by the Common Council on May 7, 2024. It was then brought back for approval on July 16, 2024. Due to a palpable error, the value has been reduced through negotiation between the City of Franklin and the agent. This parcel is Unit B of a 2-unit condominium. On July 16, 2024, only Unit A was approved for a refund, whereas both units should have been brought forward. Per the Director of Administration, City Assessor and City Legal team, Unit B should be assessed at the same value as Unit A. Thus, the purpose of this refund request.

ANALYSIS

Parcel: 747-9979-002
 Owner: Nisenbaum Homes & Realty Inc.
 Address: 10504 #2 W. Cortez Circle

After further conversation between the owner and City Staff, it is determined that Unit B should be given the same assessment and refund as Unit A. The owner received a 2023 tax bill for both parcel 747-9979-001 and 747-9979-002 based on 100% completion value. Insurance Defense Counsel for the City negotiated a settlement with the owner which would set the level of completion for both parcels at 70%. The City Assessor agrees that the complete condo building was not 100% complete as of 1/1/2023.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$574.97. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$1,948.52.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2024-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #747-9979-002; and direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR PARCEL #747-9979-002

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the tax due is appropriate:

Nisenbaum Homes & Realty Inc. 10504 #2 W. Cortez Circle Franklin, WI 53132 (Parcel #747-9979-002)	\$2,523.49
--	------------

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$2,523.49; and

BE IT FURTHER RESOLVED, that the proper City Officials authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Funds for this purpose are appropriated from the following Account Numbers:

<i>01-0000-1415</i>	<i>Milwaukee County</i>	<i>\$478.57</i>
<i>01-0198-5543</i>	<i>City of Franklin</i>	<i>\$574.97</i>
<i>01-0000-1412</i>	<i>MATC</i>	<i>\$122.24</i>
<i>01-0000-1411</i>	<i>Franklin School District</i>	<i>\$1,160.08</i>
<i>01-0000-1413</i>	<i>MMSD</i>	<i>\$187.63</i>

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

Passed 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 ____

Name	Nisenbaum Homes & Realty Inc.			
Parcel ID	747-9979-002 equated			
Assessed Value -	Original	\$520,000		
Assessed Value -	Revised	\$364,000		
Payments Due		-156,000		
Lottery Credit		0.00	0 00	0.00
1/31		4,205.82	2,944.08	1,261.75
3/31		2,102.91	1,472.04	630.87
5/31		2,102.91	1,472.04	630.87
		<u>8,411.64</u>	<u>5,888.15</u>	<u>2,523.49</u>

		2023	Original	Adjusted	Difference	GL Entry
		Rate	Amount	Amount		State
						Report
						Difference
	GL A/R Acct					
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.3711542	1,753.00	1,227.10	525.90	478.57
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	4.0502260	2,106.12	1,474.28	631.84	574.97
MATC (VTAE)	01 0000 1412	0.8611245	447.78	313.45	134.33	122.24
1 Franklin Schools	01 0000 1411	8.1719422	4,249.41	2,974.59	1,274.82	1,160.08
State School Levy credit		-1.5999288	-831.96	-582.37	-249.59	
1 MMSD	01 0000 1413	1.3217058	687.29	481.10	206.19	187.63
		<u>16.1762239</u>	<u>8,411.64</u>	<u>5,888.15</u>	<u>2,523.49</u>	<u>2,523.49</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools 01 0000 1411 8.1719422

Oak Creek/Franklin School 01 0000 1418 8.2508137

Whitnall Schools 01 0000 1419 7.4508424

No Sewer 0.0000000

TOTAL

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE Sep. 3, 2024
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Master Halco, Inc. for 7407 South 27th Street, TKN 761-9994-006	ITEM NO. Ald. Dist. 4 G. 9.

BACKGROUND

Pursuant to the approval of a site plan for Master Halco at 7407 S. 27th Street, it is necessary to enter into a development agreement for public infrastructure improvements on the site.

ANALYSIS

This agreement provides for the necessary public infrastructure required for the development. Included in the agreement is work on 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 financial guarantee.

RECOMMENDATION

Motion to adopt Resolution No. 2024- _____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Master Halco, Inc. for 7407 South 27th Street, TKN 761 9994 006.

Engineering Department: AAQ

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH MASTER HALCO, INC. FOR 7407 SOUTH 27TH STREET, TKN 761-9994-006

WHEREAS, the Developer, Master Halco, Inc. is ready to proceed with the development at 7407 South 27th Street and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

WHEREAS, the Developer will make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system, as provided in the Development Agreement; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development; and

WHEREAS, the developer is willing to proceed with the installation of the improvements provided for in the Development Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with Master Halco, Inc.

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

MASTER HALCO (7407 S. 27TH STREET)

May 2024

**DEVELOPMENT AGREEMENT
FOR
MASTER HALCO (7407 S. 27TH STREET)**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 9th day of July 2024, by and between Master Halco, Inc., a California corporation, 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 Special Use Amendment for Master Halco at 7407 S. 27th Street., and the approvals thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system; and

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) eight thousand five hundred 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 \$8,500, 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 attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.

13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary non-contributory basis</i>
C Contractor's Pollution Liability	\$2,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property \$10,000,000 aggregate <i>CITY shall be named as an additional insured on a primary non-contributory basis</i>
E. Worker's Compensation and Employers' Liability	\$1,000,000 per statute <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
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(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.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: _____
[Master Halco, Inc.]

No Seal

By: [Signature]
Name: Tats Kimura
Title: Pres./CEO

Party of the First Part

STATE OF Texas ~~WISCONSIN~~)
)ss.
Dallas COUNTY)

Personally came before me this 9 (day) of July, 2024, the above named Tats Kimura of Master Halco Inc and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said Master Halco Inc. by its authority.

or
This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).



[Signature]
Notary Public, Dallas County, WT TX
(
My commission expires: 9/19/2027

CITY OF FRANKLIN

By: _____
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Shirley J. Roberts
Title: City Clerk

Party of the Second Part

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
MASTER HALCO (7407 S. 27TH STREET)**

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
MASTER HALCO (7407 S. 27TH STREET)**

**LEGAL DESCRIPTION
OF DEVELOPMENT**

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5794, RECORDED ON JANUARY 14, 1993 ON REEL 2948, IMAGE 745 TO 749 AS DOCUMENT NO. 6715343, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST. EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED AUGUST 21, 2014 AS DOCUMENT NO. 10387598. SAID LAND BEING IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
MASTER HALCO (7407 S. 27TH STREET)

<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)

- Grading and erosion control within the Development in conformance with the approved grading and erosion control plans. *S
- 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
- Laterals and appurtenances from sanitary sewer main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S
- Water system and sanitary sewer system as approved by the City Engineer. *S

Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S

Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S

Engineering, planning and administration services as approved. *S

Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
MASTER HALCO (7407 S. 27TH STREET)

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Development as proposed shall be recorded.

III. 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.

VII. PERMITS ISSUED

- A. Occupancy Permits
 - 1. No occupancy permits shall be issued until:
 - b) The gas, telephone and electrical services have been installed and are in operation.

- c) The water system is installed, tested and approved.
- d) The site is stabilized.

VIII. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
MASTER HALCO (7407 S. 27TH STREET)

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 (including Erosion Control)	N/A
Sanitary System	N/A
Water System	\$8,500
Storm Sewer System	N/A
Paving (including sidewalk)	N/A
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
SUBTOTAL	\$8,500
Engineering/Consulting Services	N/A
Municipal Services (7% of Subtotal)	N/A
Contingency Fund (20% of Subtotal)	\$1,700
TOTAL:	\$10,200

APPROVED BY: _____ Date: _____
Kelly Hersh, Director of Administration

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
MASTER HALCO (7407 S. 27TH STREET)

ADDITIONAL DEVELOPMENT REQUIREMENTS
--

1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
4. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
5. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
6. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
7. The Developer is responsible for the care and maintenance of all common lands, including all storm water management facilities, and other green areas.
8. Construction Requirements:

- a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
- b) 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
MASTER HALCO (7407 S. 27TH STREET)

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/3/2024
REPORTS & RECOMMENDATIONS	Approval of the Pregnant Workers Fairness Act and Inclusion into the Employee Handbook	ITEM NUMBER <i>G. 10.</i>

The Pregnant Workers Fairness Act became effective in June 2023, and the EEOC approved the final rules on June 18, 2024.

The Act requires employers to make specific accommodations to both applicants and employees due to limitations related to a pregnancy-related condition (including miscarriage, abortion, fertility issues, etc.). Due to our many different job positions, each accommodation request must be reviewed individually, but the proposed policy highlights the basic accommodations that can be expected.

The attached policy was taken to the Personnel Committee for consideration on 7/15/24. The Committee recommended its adoption and addition to the Employee Handbook.

COUNCIL ACTION REQUESTED

Motion to approve the Pregnant Workers Fairness Act policy and to include it in the Employee Handbook.

HR - DZ

DRAFT

Pregnant Workers Fairness Act:

The City of Franklin will provide reasonable temporary accommodations for known limitations related to pregnancy (including termination of pregnancy), childbirth, lactation or the need to express breast milk for a nursing child, or other related medical conditions or medical appointments (including fertility treatments), provided that such accommodations would not create an undue hardship.

The following accommodations will generally be presumed to be reasonable and will be granted as soon as possible and without supporting documentation:

- Carrying or keeping water nearby and drinking
- Additional restroom breaks
- The ability to alternate between sitting and standing
- Breaks to eat and drink

If you need accommodation, notify your manager or HR. If the need for a particular accommodation is not apparent, you may be asked to provide additional information, such as how it will address limitations caused by pregnancy, childbirth, or related medical conditions. If additional discussion is necessary, the City of Franklin will engage with you in the interactive process to accurately understand your limitations and find reasonable accommodations. Documentation to support a request for a temporary accommodation may be required, but only when reasonable.

If leave is provided as a reasonable accommodation, it may run concurrently with other leaves provided by federal, state, or local law. The City will not take retaliatory action against an employee who requests or receives an accommodation under this law.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE Sept. 3, 2024
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 6941 South 68th Street, TKN 743 8978 006	ITEM NO. Ald. Dist. 2 G. 11

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/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 a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also 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.

It is the responsibility of the development/property owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

The property owners of 6941 S. 68th Street (Conservancy for Healing and Heritage) are required to install green infrastructure improvements as part of their single-family home construction because it will include more than 5,000 square feet of new impervious surface. A rain garden will be constructed as the storm water management facility onsite to account for the new impervious surface.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said the storm water facilities maintenance agreement and the storm water management access easement, and have them recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

All costs associated with storm water facilities maintenance are to be paid by the development/property owner or homeowners association as stated in the individual agreement.

RECOMMENDATION

Motion to adopt Resolution No. 2024- _____ a resolution for acceptance of a storm water facilities maintenance agreement and a storm water management access easement for 6941 S. 68th Street, TKN 743 8978 006

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 6941 SOUTH 68TH STREET, TKN 743 8978 006

WHEREAS, storm water facilities are required to meet quantity and quality standards;
and

WHEREAS, a maintenance agreement is developed and executed to ensure effective
maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, an 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**

Conservancy for Healing and Heritage
6941 S. 68th Street
TKN 743 8978 006

This AGREEMENT, made and entered into this _____ day of _____, 2024, by and between Conservancy for Healing and Heritage, Inc , a non-stock corporation, 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:

Conservancy for Healing & Heritage Inc. Legal Description of Land

Outlot 1 of Certified Survey Map No. 7544, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 9, 2005, as Document No. 08955385, being that part of the Northeast ¼ of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

PIN: Part of 743-8978-003 and 743-8998-000

Hereinafter called the “Property”.

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as Conservancy for Healing and Heritage, 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 and all owners of the property or any portion thereof), including any 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 11/8/2023 and erosion control plan dated 5/11/2023 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:

NO SEAL

Conservancy for Healing and Heritage, Inc., Owner

By: *Susan A. Rabe*
Name: Susan A. Rabe, CEO

STATE OF WISCONSIN)ss.
Waukesha COUNTY)

Personally came before me this 17 day of June, 2024, the above named Conservancy for Healing and Heritage, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Jeannette Burakowski
Notary Public, Waukesha County, WI
()
My commission expires: 7/12/2025

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

NATIVE LANDSCAPING INSPECTION & MAINTENANCE

This section provides guidance on maintenance activities that are typically required for these systems, along with suggested frequency for each activity. Individual systems may have more- or less- frequent maintenance needs depending on a variety of factors including the occurrence of large storm events, regional hydrologic conditions, and the upstream land use. Site-specific maintenance plans should always be consulted, as the successful functionality of the plants may have specific maintenance requirements that were considered during design.

Referring to Planting Plans, Photos and Plant Identification: One of the greatest challenges for native landscaping maintenance is plant identification. Maintenance professionals must distinguish healthy desirable plants from weeds and invasive plants. It is especially important to refer to planting plans and photos that show what types of vegetation should be present. There are numerous electronic applications for plant identification that can identify plants at various stages of growth.

Timing of Inspections: Maintenance tasks for native landscaping vary by season. Conducting the right tasks at the right point in the growing season will improve plant survival, aesthetics, and infiltration capacity.

Inspection Focus: It is also important to identify when areas are in the installment and establishment phase, when plant loss is expected, and plant identification may be the most challenging. Maintenance teams should expect approximately 10% of plant material to fail during the first year after planting, and plan accordingly for replacements. Warranties may cover part or all the replacement and are important tools to reduce replacement costs for the expected failure of some plants.

Initial Site Inspection: A site inspection should be performed after snow melt (mid-April) to identify any items that would not be covered in the expected annual maintenance visits. This would include:

- Identifying any bare areas in the landscaping.
- Identifying any low or eroded areas in the landscaped areas.

Manual Weed Control: Depending on establishment and condition of planting bed, as many as 12 weeding visits could occur during the typical six-month growing season of mid-April through mid-October. The weeds are growing most aggressively from early May through mid-July (before native warm season grasses have filled out). During this period, visits may need to be weekly. Ornamental landscapes will typically require more visits than naturalized ones, but to begin with, naturalized landscapes will require more visits. As naturalized landscapes are established, the frequency of manual weed control will taper off.

EXHIBIT "C"
LEGAL DESCRIPTION OF AREA

Conservancy for Healing & Heritage Inc. Legal Description of Land

Outlot 1 of Certified Survey Map No. 7544, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 9, 2005, as Document No. 08955385, being that part of the Northeast ¼ of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

PIN: Part of 743-8978-003 and 743-8998-000

STORM WATER MANAGEMENT ACCESS EASEMENT

Conservancy for Healing and Heritage
6941 S. 68th Street
TKN 743 8978 006

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Conservancy for Healing and Heritage, Inc., a non-stock corporation, as owner (including successors and assign's 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: Green Infrastructure Facilities as shown on the plan attached hereto as Exhibit "B."; and

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 City, 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 southwest quarter of Section Three (3), 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 Grantor, at the sole cost and expense of the Grantor. The City, at its sole discretion, may assume the rights of the Grantor 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 Grantor, 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 Grantor to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the City 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 City, its agents or employees in connection with said work involved in constructing and/or mantaining 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 City 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 City 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 City 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 Grantor 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 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.
9. 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.
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 City 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 Feb 13, 2024

NO SEAL

Conservancy for Healing and Heritage, Inc
Company Name

By: [Signature] (Seal)

Name & Title: Susan A. Rabe, CEO

STATE OF WI

COUNTY OF Milwaukee ^{SS}

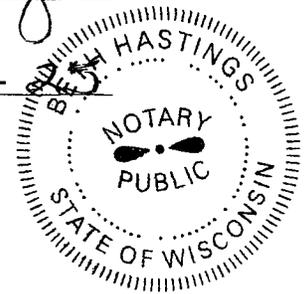
Before me personally appeared on the 13th day of February, A.D. 2024.

Susan A. Rabe Secretary or Name printed
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.

Beth Hastings
Notary Public

My commission expires 12-12-25



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. 2024 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 _____

MORTGAGE HOLDER CONSENT

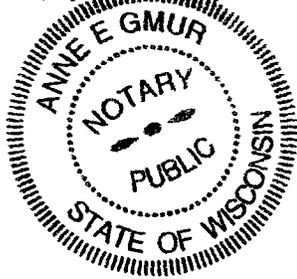
The undersigned, Water Stone Bank a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 1-18, 2019, as Document No. 10842614, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

Water Stone Bank
a Wisconsin Banking Corporation
By: [Signature]
Name: Ryan Gordon
Title: EVP/cco

STATE OF WISCONSIN)
Waukesha ss
COUNTY OF MILWAUKEE)

On this, the 14th day of February, 2023, before me, the undersigned, personally appeared Ryan Gordon, the Executive VP of Waterstone Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name: [Signature]
Notary Public IA Anne E Gmur
State of Wisconsin
County of Waukesha
My commission expires: 2/19/2025

This instrument was drafted by the City of Franklin.

Approved as to contents

City Engineer
Date: _____

Approved as to form only

City Attorney
Date: _____

Exhibit A

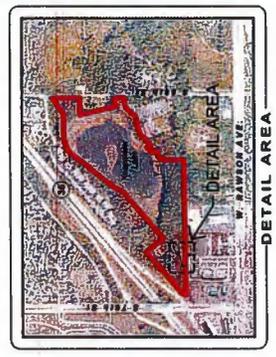
Conservancy for Healing & Heritage Inc. Legal Description of Land

Outlot 1 of Certified Survey Map No. 7544, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 9, 2005, as Document No. 08955385, being that part of the Northeast $\frac{1}{4}$ of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

PIN: Part of 743-8978-003 and 743-8998-000



— AREA OF STUDY
- - - LIMITS OF CONSTRUCTION



Depiction of Facilities

CONSERVANCY FOR HEALING AND HERITAGE
7410 WEST RAWSON AVENUE
FRANKLIN, WISCONSIN

Exhibit B - 1

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY



Aerial Imagery Source: Google Maps, dated 4/17/2021.

Exhibit C

(Description of Easement Area)

Conservancy for Healing & Heritage Inc. Legal Description of Land

Outlot 1 of Certified Survey Map No. 7544, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 9, 2005, as Document No. 08955385, being that part of the Northeast $\frac{1}{4}$ of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

PIN: Part of 743-8978-003 and 743-8998-000

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/3/2024
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Yaskawa America INC D.V.A.F. 2 W World Packaging Circle, Franklin, WI TKN 900-0009-019	ITEM NO. <i>G. 12.</i>

BACKGROUND

Pursuant to the approval of a site plan for Yaskawa America INC D.V.A.F. at 2 W World Packaging Circle, it is necessary to enter into a development agreement for public infrastructure improvements on the site.

ANALYSIS

This agreement provides for the necessary public infrastructure required for the development. Included in the agreement is 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 financial guarantee.

RECOMMENDATION

Motion to adopt Resolution No. 2024- _____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with 2 W World Packaging Circle, TKN 761 9994 006.

Engineering Department: RMA

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH YASKAWA AMERICA INC D.V.A.F FOR 2 W WORLD PACKAGING, TKN 900 0009 019

WHEREAS, the Developer, Yaskawa America Inc D.V.A.F., is ready to proceed with the development at 2 W World Packaging Circle and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

WHEREAS, the Developer will make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system, as provided in the Development Agreement; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development; and

WHEREAS, the developer is willing to proceed with the installation of the improvements provided for in the Development Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with Yaskawa America Inc D.V.A.F.

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

**2 World Packaging Circle,
Franklin, Wisconsin**

August 29, 2024

**DEVELOPMENT AGREEMENT
FOR
2 World Packaging Circle,
Franklin, Wisconsin**

This Development Agreement (this "Agreement") is made and entered into as of this 29 day of August 2024, by and between PG1, LLC, a Wisconsin Limited Liability Company , hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands commonly known as 2 World Packaging Circle, Franklin, Wisconsin, and legally described on attached Exhibit "A", and expand and renovate certain existing private improvements on said lands (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 the Development 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 public the Improvements reasonably necessary for the Development, 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 shall be as described in Exhibit "B" except as noted in Exhibit "E".

3. The Developer shall prepare plans and specifications for the 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 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 \$87,736.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from

the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) 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 attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>

D Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <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, conditioned 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.
19. Developer and the City have been negotiating certain financial incentives and economic assistance to be provided by the City to Developer in connection with the Development, including, without limitation, the establishment of a Tax

Increment District, tax abatements and various grants, (collectively, the "Incentives"). The City and Developer agree that entry into this Agreement shall not prejudice, interfere with, bar or limit Developer's receipt of or entitlement to any of the Incentives.

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, conditioned or delayed 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.]

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
2 World Packaging Circle, Franklin, Wisconsin**

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
2 World Packaging Circle, Franklin, Wisconsin

Parcel 1

Lot One (1) of CERTIFIED SURVEY MAP NO 7638, a division of Parcel Two (2) of Certified Survey Map No 6804 and Parcel Four (4) of Certified Survey Map No 6836, and Parcel One (1) of Certified Survey Map No 6925 and Parcel Two (2) of Certified Survey Map No 6964 and vacated West Ashland Way, being a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County, on July 29, 2005 as Document No 9059273

Tax Key Parcel 900-0009-019

Parcel 2

Lot Two (2) of CERTIFIED SURVEY MAP NO 7638, a division of Parcel Two (2) of Certified Survey Map No. 6804 and Parcel Four (4) of Certified Survey Map No 6836, and Parcel One (1) of Certified Survey Map No 6925 and Parcel Two (2) of Certified Survey Map No 6964 and vacated West Ashland Way, being a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County, on July 29, 2005 as Document No 9059273

Tax Key Parcel 900-0009-018

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR

2 World Packaging Circle, Franklin, Wisconsin

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>
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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 *S

accordance with the plans approved by the City Engineer.

6. Hydrants and appurtenances provided and spaced to adequately service the Development 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

2 World Packaging Circle, Franklin, Wisconsin

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 dedicated 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 "E"
TO
DEVELOPMENT AGREEMENT
FOR

2 World Packaging Circle, Franklin, Wisconsin

ADDITIONAL DEVELOPMENT REQUIREMENTS
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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
2 World Packaging Circle, Franklin, Wisconsin

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE Sept. 3, 2024
Reports & Recommendations	A Resolution for Acceptance of a Water Main Easement at 2 W World Packaging Circle, Franklin, WI. Tax key no. 900-0009-019	ITEM NO. Ald. Dist.2 <i>C. 13.</i>

BACKGROUND

Pursuant to the approval of building addition and outdoor café and parking changes at 2 W World Packaging Circle, an easement is required to construct, maintain, and operate water main facilities. It is necessary to install a water main easement on property located at 2 W World Packaging Circle, TKN 900 0009 0019.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said water main easement, and have it recorded with the Register of Deeds for Milwaukee County.

OPTIONS

Accept of the easement
or
Other direction to Staff

FISCAL NOTE

There is no fiscal impact related to this acceptance.

RECOMMENDATION

Motion to adopt Resolution 2024-_____ a resolution authorizing certain officials to accept the Water Main Easement on property owned by Yaskawa America INC D.V.A.F. at 2 W World Packaging Circle, TKN 900 0009 019.

Engineering Department: RMA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT
2 W WORLD PACKAGING CIRCLE, TKN 900 0009 019

WHEREAS, an easement is required to construct, maintain and operate public water main facilities on property located at 2 W World Packaging Circle; and

WHEREAS, it is necessary to install said easement on said property; and

WHEREAS, an easement is necessary to allow the City 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, and, 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 is directed to 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

YASKAWA America Inc, D.V.A.F.
2 World Packaging Circle, Franklin WI 53132
Parcel Taxkey: 9000009019

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and PG1, LLC, a Wisconsin limited liability company ~~Corporation~~, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main, including pipe, fittings, valves, hydrants and other water appurtenances, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the _____ of Section _____ (___), 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: August 27, 2024

PG1, LLC
Company Name

Company Name Printed

By: [Signature]
Name and Title

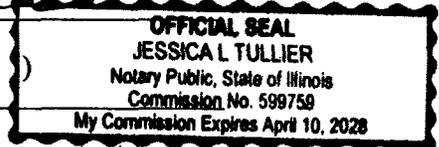
Steven L. Katz, Organizer
Name & Title Printed

STATE OF Illinois SS
COUNTY OF Cook

Before me personally appeared on the 27th day of August, 2024, the above named Steven L. Katz, Organizer of PG1, LLC
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation

[Signature]
Notary Public
My commission expires _____



CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

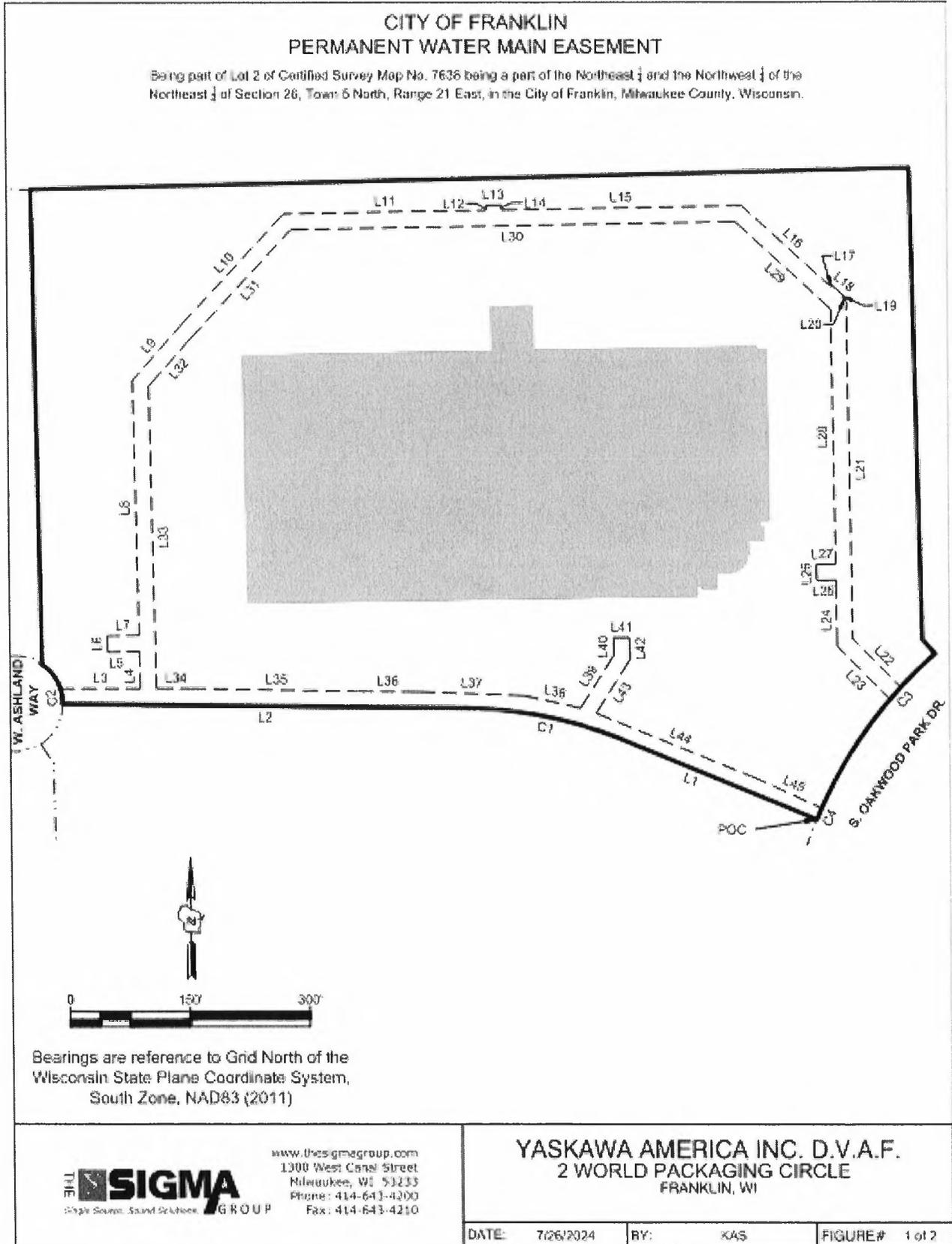
On this _____ day of _____, 20__ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20__.

Notary Public _____
(_____)
My commission expires _____

Exhibit A
(Description of the Property)

Lot 2 of Certified Survey Map No. 7638 being a part of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Exhibit B
(Depiction of the Facilities)



**CITY OF FRANKLIN
PERMANENT WATER MAIN EASEMENT**

Being part of Lot 2 of Certified Survey Map No. 7638 being a part of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION OF PERMANENT WATER MAIN EASEMENT

That part of Lot 2 of Certified Survey Map No. 7638 being a part of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the Southeast corner of Lot 2 of Certified Survey Map No. 7638, said point lying in the Northwest right of way line of South Oakwood Park Drive; thence N67°37'08"W along the South line of said Lot 2, 268.55 feet to a point of curvature; thence 203.12 feet along the South line of said Lot 2 along the arc of a curve whose radius lies 535.00 feet to the South and whose chord bears N78°29'42"W, 201.80 feet; thence N89°22'19"W along the South line of said Lot 2, 506.79 feet to a point of curvature in the East right of way line of West Ashland Way; thence 19.54 feet along said East line along the arc of a curve whose radius lies 60.00 feet to the West and whose chord bears N8°56'25"W, 19.46 feet; thence N89°56'33"E, 100.58 feet; thence N0°59'32"W, 46.66 feet; thence S88°56'59"W, 40.07 feet; thence N1°03'01"W, 20.00 feet; thence N88°56'59"E, 40.09 feet; thence N0°59'32"W, 321.13 feet; thence N41°31'35"E, 91.51 feet; thence N42°41'19"E, 190.90 feet; thence N89°02'23"E, 299.92 feet; thence N1°27'46"W, 5.91 feet; thence N88°32'14"E, 20.00 feet; thence S1°47'22"E, 6.09 feet; thence N89°02'23"E, 299.92 feet; thence S47°34'06"E, 150.19 feet; thence N43°03'06"E, 2.20 feet; thence S50°09'00"E, 20.03 feet; thence S43°03'06"W, 3.11 feet; thence S47°34'06"E, 6.99 feet; thence S0°51'01"E, 425.36 feet; thence S44°50'08"E, 84.94 feet to a point of curvature in the Northwest right of way line of South Oakwood Park Drive; thence 20.01 feet along said Northwest line along the arc of a curve whose radius lies 570.00 feet to the Southeast and whose chord bears S41°52'42"W, 20.01 feet; thence N44°49'56"W, 94.26 feet; thence N0°50'53"W, 82.91 feet; thence S88°12'02"W, 24.05 feet; thence N1°47'59"W, 20.00 feet; thence N88°12'02"E, 24.38 feet; thence N0°50'53"W, 320.59 feet; thence N47°16'49"W, 161.48 feet; thence S89°02'23"W, 558.16 feet; thence S42°42'00"W, 182.18 feet; thence S41°31'35"W, 83.50 feet; thence S0°59'29"E, 380.34 feet; thence N89°56'33"E, 50.36 feet; thence S88°56'57"E, 199.31 feet; thence S89°27'52"E, 80.13 feet; thence S87°54'56"E, 131.61 feet; thence S77°37'44"E, 73.40 feet; thence N32°35'56"E, 78.59 feet; thence N0°54'47"W, 21.92 feet; thence N89°05'13"E, 20.00 feet; thence S0°54'47"E, 27.94 feet; thence S32°35'56"W, 79.56 feet; thence S67°47'23"E, 217.39 feet; thence S65°23'37"E, 88.35 feet to a point of curvature in the Northwest right of way line of South Oakwood Park Drive; thence 15.33 feet along said Northwest line along the arc of a curve whose radius lies 570.00 feet to the Southeast and whose chord bears S23°44'21"W, 15.33 feet to the point of commencement.

Said Easement contains 60,740 sq. ft. / 1.394 acres of land, more or less.

Line Table		
Line #	Length	Direction
L1	268.55	N67° 37' 08"W
L2	506.79	N89° 22' 19"W
L3	100.58	N89° 56' 33"E
L4	46.66	N0° 59' 32"W
L5	40.07	S88° 56' 59"W
L6	20.00	N1° 03' 01"W
L7	40.09	N88° 56' 59"E
L8	321.13	N0° 59' 32"W
L9	91.51	N41° 31' 35"E
L10	190.90	N42° 41' 19"E
L11	299.92	N89° 02' 23"E
L12	5.91	N1° 27' 46"W
L13	20.00	N88° 32' 14"E
L14	6.09	S1° 47' 22"E
L15	299.92	N89° 02' 23"E

Line Table		
Line #	Length	Direction
L16	150.19	S47° 34' 06"E
L17	2.20	N43° 03' 06"E
L18	20.03	S50° 09' 00"E
L19	3.11	S43° 03' 06"W
L20	6.99	S47° 34' 06"E
L21	425.36	S0° 51' 01"E
L22	84.94	S44° 50' 08"E
L23	94.26	N44° 49' 56"W
L24	82.91	N0° 50' 53"W
L25	24.05	S88° 12' 02"W
L26	20.00	N1° 47' 59"W
L27	24.38	N88° 12' 02"E
L28	320.59	N0° 50' 53"W
L29	161.48	N47° 16' 49"W
L30	558.16	S89° 02' 23"W

Line Table		
Line #	Length	Direction
L31	182.18	S42° 42' 00"W
L32	83.50	S41° 31' 35"W
L33	380.34	S0° 59' 29"E
L34	50.36	N89° 56' 33"E
L35	199.31	S88° 56' 57"E
L36	80.13	S89° 27' 52"E
L37	131.61	S87° 54' 56"E
L38	73.40	S77° 37' 44"E
L39	78.59	N32° 35' 56"E
L40	21.92	N0° 54' 47"W
L41	20.00	N89° 05' 13"E
L42	27.94	S0° 54' 47"E
L43	79.56	S32° 35' 56"W
L44	217.39	S67° 47' 23"E
L45	88.35	S65° 23' 37"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	203.12	535.00	21.75	N78° 29' 42"W	201.80
C2	19.54	60.00	18.66	N8° 56' 25"W	19.46
C3	20.01	570.00	2.01	S41° 52' 42"W	20.01
C4	15.33	570.00	1.54	S23° 44' 21"W	15.33



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

**YASKAWA AMERICA INC. D.V.A.F.
2 WORLD PACKAGING CIRCLE
FRANKLIN, WI**

DATE: 7/26/2024	BY: KAS	FIGURE# 2 of 2
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Exhibit C
(Description of Easement Area)

LEGAL DESCRIPTION OF PERMANENT WATER MAIN EASEMENT

That part of Lot 2 of Certified Survey Map No. 7638 being a part of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of Lot 2 of Certified Survey Map No. 7638, said point lying in the Northwest right of way line of South Oakwood Park Drive; thence N67°37'08"W along the South line of said Lot 2, 260.55 feet to a point of curvature; thence 203.12 feet along the South line of said Lot 2 along the arc of a curve whose radius lies 535.00 feet to the South and whose chord bears N78°29'42"W, 201.90 feet; thence N89°22'19"W along the South line of said Lot 2, 506.79 feet to a point of curvature in the East right of way line of West Ashland Way, thence 19.54 feet along said East line along the arc of a curve whose radius lies 60.00 feet to the West and whose chord bears N8°56'25"W, 19.46 feet; thence N89°56'33"E, 100.58 feet; thence N0°59'32"W, 46.66 feet; thence S88°56'59"W, 40.07 feet; thence N1°03'01"W, 20.00 feet, thence N88°56'59"E, 40.09 feet; thence N0°59'32"W, 321.13 feet; thence N41°31'35"E, 91.51 feet; thence N42°41'19"E, 190.90 feet; thence N89°02'23"E, 254.90 feet; thence N1°27'46"W, 5.91 feet; thence N88°32'14"E, 20.00 feet; thence S1°47'22"E, 6.09 feet; thence N89°02'23"E, 299.92 feet; thence S47°34'06"E, 150.19 feet; thence N43°03'06"E, 2.20 feet; thence S50°09'00"E, 20.03 feet; thence S43°03'06"W, 3.11 feet; thence S47°34'06"E, 6.99 feet; thence S0°51'01"E, 425.36 feet; thence S44°50'08"E, 84.94 feet to a point of curvature in the Northwest right of way line of South Oakwood Park Drive; thence 20.01 feet along said Northwest line along the arc of a curve whose radius lies 570.00 feet to the Southeast and whose chord bears S41°52'42"W, 20.01 feet; thence N44°49'56"W, 94.26 feet; thence N0°50'53"W, 82.91 feet; thence S88°12'02"W, 24.05 feet; thence N1°47'58"W, 20.00 feet; thence N88°12'02"E, 24.38 feet; thence N0°50'53"W, 320.59 feet; thence N47°16'49"W, 161.48 feet; thence S89°02'23"W, 558.16 feet; thence S42°42'00"W, 182.18 feet, thence S41°31'35"W, 83.50 feet; thence S0°59'29"E, 380.34 feet; thence N89°56'33"E, 50.36 feet; thence S88°56'57"E, 199.31 feet; thence S89°27'52"E, 80.13 feet; thence S87°54'56"E, 131.61 feet, thence S77°37'44"E, 73.40 feet; thence N32°35'56"E, 78.59 feet; thence N0°54'47"W, 21.92 feet; thence N89°05'13"E, 20.00 feet; thence S0°54'47"E, 27.94 feet; thence S32°35'56"W, 79.56 feet; thence S67°47'23"E, 217.39 feet; thence S65°23'37"E, 88.35 feet to a point of curvature in the Northwest right of way line of South Oakwood Park Drive; thence 15.33 feet along said Northwest line along the arc of a curve whose radius lies 570.00 feet to the Southeast and whose chord bears S23°44'21"W, 15.33 feet to the point of commencement

Said Easement contains 60,740 sq ft. / 1.394 acres of land, more or less.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 3, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$100,000 OF ENGINEERING PERSONNEL COSTS TO NON- PERSONNEL COSTS	ITEM NUMBER G. 14.

Background

The 2024 General Fund Engineering Department budget planned for the use of personnel services to staff a City Engineer and Assistant City Engineer for the City Development and needs. Within the last 3 months, the City Assistant Engineer and City Engineer have resigned, leaving the City to determine the future foundation of the Engineering Department. The hiring process for such qualified positions leaves a lengthy time-frame which needs to be covered for emergent Engineering needs. The City's maintaining many projects and developments, most of which are currently in process.

The City Administrative Staff has determined the interim need for a City Engineer to help facilitate, manage and maintain the Engineering Department within the City is crucial. Through a Special Common Council Meeting held on August 27, 2024, the Common Council approved a contract with Graef-USA, Inc. to maintain the momentum of ongoing and upcoming projects that need immediate attention. The contracted amount is \$50,000; however, it is anticipated the funding may go beyond that due to the needs of the department.

The City has been using personnel services for this work. This would require a transfer of appropriations from Personnel Services to Non-Personnel services.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to transfer \$100,000 of Engineering Department Personnel Service appropriations to Non-Personnel appropriations in support of the proposed changes.

The GL Accounts used in this amendment are as follows:

01-0321-51xx	Personnel Services	Decrease	\$100,000
01-0321-5216	Engineering Services	Increase	\$100,000

COUNCIL ACTION REQUESTED

Motion Adopting an Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the General Fund to Transfer \$100,000 of Engineering Personnel Costs to Non-Personnel Costs.

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 BUDGET FOR THE GENERAL FUND TO TRANSFER \$100,000 OF ENGINEERING PERSONNEL COSTS TO NON-PERSONNEL COSTS

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

WHEREAS; the Engineering Department has suffered the resignation of the City Engineer and Assistant City Engineer; and

WHEREAS, the Engineering Department 2024 Budget anticipated the use of personnel services to staff engineering needs for the City; and

WHEREAS, the Common Council has approved a contract with Graef-USA, Inc, to maintain stability and structure within the City’s Engineering Department; and

WHEREAS, the above contract was approved at a not-to-exceed amount of \$50,000; and

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

Section 1 That a 2024 Budget for the General Fund be amended as follows:

General Fund

0321	Engineering	Personnel Services	Decrease	\$100,000
		Engineering Services	Increase	\$100,000

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ **NOES** ____ **ABSENT** ____

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE September 3, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$10,000 OF CONTINGENCY APPROPRIATIONS TO FINANCE AUDITING APPROPRIATIONS FOR ADDITIONAL FINANCIAL SERVICES</p>	<p style="text-align: center;">ITEM NUMBER G. 15.</p>

Background

The 2022 & 2023 Auditing years have been a struggle due to staffing issues. It is important to ensure that the Financials of the City of Franklin are current and maintained. CliftonLarsonAllen, LLP (CLA) has audited the City Financials for many years, more recently from 2021-2025. The Finance Team has many items that are pressing and are looking for CLA's assistance to focus on the reconciliations of the financials and overview of internal processes during the budget season.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide appropriations to aid in reconciliations of the financial statements and overview of the internal processes of the Finance Department.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$107,001. This would leave \$97,001 in unused funds for the 2024 Annual Budget.

The GL Numbers associated with this amendment are:

General Fund			
01-0199-5499	Unrestricted Contingency	Decrease	\$10,000.00
01-0152-5213	Annual Auditing Services	Increase	\$10,000.00

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the General Fund to Transfer \$10,000 of Contingency Appropriations to Finance Auditing Appropriations for Additional Financial Services.

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 GENERAL FUND TO TRANSFER \$10,000 OF CONTINGENCY APPROPRIATIONS TO FINANCE AUDITING APPROPRIATIONS FOR ADDITIONAL FINANCIAL SERVICES

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 \$125,000 for unplanned and unexpected expenses; and

WHEREAS, the Common Council authorized \$10,000 of General Fund contingency appropriations for the purpose of additional financial services; 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 General Fund Budget be amended as follows:

General Fund			
0199	Contingency	Decrease	\$10,000
0152	Auditing Services	Increase	\$10,000

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 ____



Outsourcing Statement of Work

Date: August 22, 2024

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and City of Franklin (“you” and “your”) dated December 13, 2022 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

1. Scope of professional services

CLA will assist with the following:

Schedules and account reconciliations, limited to 16 hours a week:

- CLA will prepare cash reconciliations (operating and tax fund cash accounts) and tax roll reconciliation in the tax collections custodial fund, followed by review and acceptance by qualified client personnel.

Process improvement:

- CLA will evaluate processes for preparing cash and tax roll reconciliations; then, if needed share suggestions for improvement.
- Management will make decisions on how and which suggestions to implement.

2. Engagement limitations and responsibilities

We cannot be recognized or act in the capacity of your chief financial officer or controller. For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

3. Schedule

We expect that your needs will require approximately 40 hours of services per week starting September 9, 2024. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement.

4. Fees

The professional fees for services rendered for the scope of services described in this SOW will be billed at the hourly rates (for actual time spent) described in the table in the Consultant section below. The actual number of hours incurred on this engagement will be billed. We will also add a technology and client support fee of five percent (5%) of all professional fees billed.

Travel is not expected on this engagement; however, travel time will be billed at the normal hourly rate if travel is required. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 6 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt.

5. Consultant

Sheila Moran is responsible for the services identified in this agreement. David Diedrick will be your consultant on this engagement. Additional consultants will be assigned based on the project needs and designation of the project start date.

The consultants and associated billable hourly rates will be:

Consultant	Rate
David Diedrick	\$150

Second-level Reviewer	\$185
-----------------------	-------

6. Non-Solicitation

You agree that during the term and for a period of one year after the expiration or termination date of the MSA, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. If you breach this non-solicitation provision, you shall pay \$125,000.00 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

7. Indemnity

For the services described in this SOW, you agree to indemnify and hold harmless CLA, its successors and affiliates, officers, employees, and agents from any claims brought or asserted by any other person, third party, or governmental body for any loss, damages, liabilities, remedies, or cause of action, and from any reasonable expenses incurred in defending against any such claims or actions (including attorney fees) arising from or relating to the services performed by any CLA party.

8. Termination of SOW

Either party (you or CLA) may terminate this particular SOW at any time by giving 30 days written notice to the other party. Upon termination of this particular SOW, the provisions of this SOW and the existing MSA shall continue to apply to all services rendered prior to termination.

9. Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP
Sheila Moran
Client Relationship Leader
(414) 238-6707
sheila.moran@claconnect.com

Response

This SOW correctly sets forth the understanding of City of Franklin and is accepted by:

CLA
CliftonLarsonAllen LLP

Sheila Moran

Sheila Moran, Client Relationship Leader

SIGNED 8/22/2024, 6:32:01 PM CDT

Client
City of Franklin

SIGN: _____

Danielle Brown, Director of Finance & Treasurer

DATE: _____

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COMMON COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE September 3, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution Engaging CliftonLarsonAllen, LLP to Perform Financial Assistance Duties on the City of Franklin Financial Statements and Records</p>	<p style="text-align: center;">ITEM NUMBER <i>G. 16.</i></p>

Background

By state statute, the City of Franklin is required to have a financial audit, which must be submitted to the Wisconsin Dept of Revenue by July 31 each year. The City engages an Audit firm to perform the audit annually. The City has engaged CliftonLarsonAllen, LLC (CLA) to be the auditing firm from 2021-2025 auditing years.

In the 2022 & 2023 auditing process, CLA has determined additional services that are needed to ensure the City's Financials are compliant with state requirements. The City of Franklin is requesting assistance from CLA for the following professional services:

1. Preparation of cash reconciliations
2. Internal process controls and improvements

The City of Franklin continues to maintain a high level of financial services to its constituents and ensures that all procedures and policies are followed. In order to move forward, this engagement is necessary.

Fiscal Impact

The Director of Finance & Treasurer is requesting a transfer of contingency funds to auditing services to ensure this obligation is fulfilled and the Financials are compliant. The estimated time for these services is roughly 60 hours to complete.

COMMON COUNCIL ACTION REQUESTED

Motion adopting Resolution 2024-___, engaging CliftonLarsonAllen, LLP to Perform Financial Assistance Duties on the City of Franklin Financial Statements and Records.

Finance Dept - DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE ENGAGEMENT OF CLIFTONLARSONALLEN, LLP TO PERFORM FINANCIAL ASSISTANCE DUTIES ON THE CITY OF FRANKLIN FINANCIAL STATEMENTS AND REOCRDS

WHEREAS, the City of Franklin maintains compliance on all state and municipal requirements for their financial statements; and

WHEREAS, certain information related to the financial statements are required in the Annual Comprehensive Financial Report for the City of Franklin; and

WHEREAS, CliftonLarsonAllen, LLP will be assisting in further services to ensure the City of Franklin is up-to-date on all financial records; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor, Clerk and Director of Finance & Treasurer are authorized to engage CliftonLarsonAllen, LLP to perform financial assistance duties for the City of Franklin.

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 ___



Outsourcing Statement of Work

Date: August 22, 2024

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Franklin ("you" and "your") dated December 13, 2022 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

1. Scope of professional services

CLA will assist with the following:

Schedules and account reconciliations, limited to 16 hours a week:

- CLA will prepare cash reconciliations (operating and tax fund cash accounts) and tax roll reconciliation in the tax collections custodial fund, followed by review and acceptance by qualified client personnel.

Process improvement:

- CLA will evaluate processes for preparing cash and tax roll reconciliations; then, if needed share suggestions for improvement.
- Management will make decisions on how and which suggestions to implement.

2. Engagement limitations and responsibilities

We cannot be recognized or act in the capacity of your chief financial officer or controller. For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

3. Schedule

We expect that your needs will require approximately 40 hours of services per week starting September 9, 2024. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement.

4. Fees

The professional fees for services rendered for the scope of services described in this SOW will be billed at the hourly rates (for actual time spent) described in the table in the Consultant section below. The actual number of hours incurred on this engagement will be billed. We will also add a technology and client support fee of five percent (5%) of all professional fees billed.

Travel is not expected on this engagement; however, travel time will be billed at the normal hourly rate if travel is required. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 6 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt.

5. Consultant

Sheila Moran is responsible for the services identified in this agreement. David Diedrick will be your consultant on this engagement. Additional consultants will be assigned based on the project needs and designation of the project start date.

The consultants and associated billable hourly rates will be:

Consultant	Rate
David Diedrick	\$150

Second-level Reviewer	\$185
-----------------------	-------

6. Non-Solicitation

You agree that during the term and for a period of one year after the expiration or termination date of the MSA, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. If you breach this non-solicitation provision, you shall pay \$125,000.00 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

7. Indemnity

For the services described in this SOW, you agree to indemnify and hold harmless CLA, its successors and affiliates, officers, employees, and agents from any claims brought or asserted by any other person, third party, or governmental body for any loss, damages, liabilities, remedies, or cause of action, and from any reasonable expenses incurred in defending against any such claims or actions (including attorney fees) arising from or relating to the services performed by any CLA party.

8. Termination of SOW

Either party (you or CLA) may terminate this particular SOW at any time by giving 30 days written notice to the other party. Upon termination of this particular SOW, the provisions of this SOW and the existing MSA shall continue to apply to all services rendered prior to termination.

9. Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Sheila Moran
 Client Relationship Leader
 (414) 238-6707
 sheila.moran@claconnect.com

Response

This SOW correctly sets forth the understanding of City of Franklin and is accepted by:

CLA
CliftonLarsonAllen LLP

Sheila Moran

Sheila Moran, Client Relationship Leader

SIGNED 8/22/2024 6 32 01 PM CDT

Client
City of Franklin

SIGN

Danielle Brown, Director of Finance & Treasurer

DATE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 9/3/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Revisions to the City of Franklin Nepotism Policy</p>	<p style="text-align: center;">ITEM NUMBER G.17.</p>

The City of Franklin has had a Nepotism Policy for many years, which essentially precludes an employee from having direct supervisory or management responsibility over a relative.

Earlier this year, due to a unique hiring situation, it was determined that waiving this policy would be in the City's best interest. The Civil Service Subcommittee approved hiring an individual into a relative's department and recommended bringing the issue to the full Personnel Committee.

The Personnel Committee discussed the situation over several meetings. On 7/15/24, the Committee recommended approval of the attached revised policy, which would allow deviation from the nepotism policy on a case-by-case basis. Each circumstance would need to be brought before the Personnel Committee for discussion and action. It is anticipated that such occurrences will be infrequent.

Staff requests approval of the attached revised Nepotism Policy, which will be incorporated into the Employee Handbook.

COUNCIL ACTION REQUESTED

Motion to approve the updated Nepotism Policy and incorporate the policy into the Employee Handbook.

Nepotism

The City of Franklin, **in its commitment to equal opportunities**, permits the employment of qualified relatives of employees. This is allowed as long as such employment does not, in the opinion of the City, create an actual or perceived conflict of interest.

This policy defines a 'relative' as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or 'step' relation. **'Relatives' also include any other person who shares the same residence and is generally regarded within that family as one of the foregoing family members.** The City of Franklin will exercise sound judgment in the placement of related employees by the following guidelines:

Relatives are permitted to work for the City, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within a relative's "chain of command" such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative. No relatives are permitted to work in the same department or any other positions in which the City believes an inherent conflict of interest may exist. Employees who marry while employed are also subject to this policy. If in the opinion of the City, a conflict or apparent conflict arises due to the marriage, one of the employees may be transferred, or their employment status may be changed to eliminate the conflict.

This policy applies to all employment categories, including extended-term, limited-term, and part-time classifications.

The Personnel Committee, as a part of its commitment to fairness and transparency, has the authority to waive this policy on a case-by-case basis. This ensures that all decisions are made with careful consideration of the unique circumstances involved, considering such factors as the person's experience, qualifications and/or nature of the position. The public interest would be served and not harmed as a result of the waiver.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/24
REPORTS & RECOMMENDATIONS	Population Estimate as of January 1, 2024	ITEM NUMBER G. 18.

Franklin has received the preliminary population estimate of 36,417 as of January 1, 2024. If the Council wishes to challenge this estimate, such challenge must be submitted before September 15, 2024.

For your review, Franklin's prior population was as follow:

1960	10,006	2016	35,741
1970	12,247	2017	36,046
1980	16,469	2018	35,779
1990	21,732	2019	35,996
2000	28,804	2020	36,514
4/1/00 Census	29,494	4/1/20 Census	36,816
2001	30,199	2021	36,646
2002	30,749	2022	36,259
2003	31,467	2023	35,785
2004	31,804	2024	36,417
2005	32,548		
2006	33,000		
2007	33,380		
2008	33,550		
2009	33,700		
2010	33,900		
4/1/10 Census	35,451		
2011	35,504		
2012	35,520		
2013	35,810		
2014	35,702		
2015	35,655		

COUNCIL ACTION REQUESTED

Motion to place on file the Wis. Dept. of Administration January 1, 2024 population estimate of 36,417.

OR

Motion to direct Director of Clerk Services to submit challenge, based on information provided by staff, to State of Wisconsin 2024 population estimate no later than September 15, 2024.

Shirley Roberts

From: Dan Barroilhet - DOA <Dan.Barroilhet@wisconsin.gov>
Sent: Friday, August 9, 2024 9:28 AM
To: Shirley Roberts
Subject: Preliminary Estimate of the January 1, 2024 Population for the City of Franklin in Milwaukee County

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2024 population for the City of Franklin in Milwaukee County is 36,417. This represents a change of 301 persons (0.83%) since the 2020 Census.

Wisconsin's total population is estimated at 5,989,250 which is a change of 95,532 persons and 1.62%.

In response to the housing survey that we sent you earlier this year, your municipality reported a net change of 272 housing units for calendar year 2023. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

If your municipality believes that the above estimate is not a reasonable approximation of its population, please see the challenge form at https://doa.wi.gov/DIR/Challenge_Form_MUNI.pdf

Approximately 29,016 of the estimated population for the City of Franklin are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

Demographic Services Center
Division of Intergovernmental Relations
WI Dept. of Administration
<https://doa.wi.gov/demographics>

Shirley Roberts

From: Aimee Schlueter
Sent: Monday, August 12, 2024 10:43 AM
To: Shirley Roberts; Justin Ligocki; Glen Morrow
Subject: RE: Preliminary Estimate of the January 1, 2024 Population for the City of Franklin in Milwaukee County

For info – we had 277 total NEW units – which is 47 – single family, 1 – two family and 11 - multi-family with 228 units. If they are counting multi family units, it is pretty close.

There were 6 demolitions of single family homes which would bring it to 271 with 2 of those being rebuilt on the same property - So, by my calculations – the actual total would be 273.

From: Shirley Roberts
Sent: Monday, August 12, 2024 9:48 AM
To: Justin Ligocki <JLigocki@franklinwi.gov>; Glen Morrow <GMorrow@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: FW: Preliminary Estimate of the January 1, 2024 Population for the City of Franklin in Milwaukee County

Please let me know if for some reason you do not agree with the numbers we have received.

Thanks!

Shirley Roberts,
City Clerk
City of Franklin
City Clerk's Office
9229 West Loomis Road
Franklin, WI 53132
sroberts@franklinwi.gov
Phone: 414-425-7500
Fax: 414-425-6428



This message originates from the City of Franklin. It contains information that may be confidential or privileged and is intended only for the individual(s) named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further e-mail distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed with this disclaimer. If you have received this message in error please notify me immediately.

If you have any questions or comments, please reply only to me and do not "reply all" or cc anyone else or fwd. any of the communications. The Wisconsin Open Meetings Law Compliance Guide, May 2019, Wisconsin Department of Justice, provides at pages 11-12 with regard to electronic communications. Because the applicability of the open meetings law to such electronic communications depends on the particular way in which a specific message technology is used, these technologies create special dangers for governmental officials trying to comply with the law. Although two members of a governmental body larger than four members may generally discuss the body's business without violating the open meetings law, features like "forward" and "reply to all" common in electronic mail programs deprive a sender of control over the number and identity of the recipients who eventually may have access to the sender's message. Moreover, it is quite possible that, through the use of electronic mail, a quorum of a governmental body may receive information on a subject within the body's jurisdiction in an almost real-time basis, just as they would receive it in a physical gathering of the members.

Inadvertent violations of the open meetings law through the use of electronic communications can be reduced if electronic mail is used principally to transmit information one-way to a body's membership; if the originator of the message reminds recipients to reply only to the originator, if at all, and if message recipients are scrupulous about minimizing the content and distribution of their replies. Nevertheless, because of the absence of judicial guidance on the subject, and because electronic mail creates the risk that it will be used to carry on private debate and discussion on matters that belong at public meetings subject to public scrutiny, the Attorney General's Office strongly discourages the members of every governmental body from using electronic mail to communicate about issues within the body's realm of authority. Krischan Correspondence, October 3, 2000; Benson Correspondence, March 12, 2004. Members of a governmental body may not decide matters by email voting, even if the result of the vote is later ratified at a properly noticed meeting. 1-01-10, January 25, 2010. [emphasis added]

MUNICIPAL POPULATION ESTIMATE CHALLENGE FORM

If your municipality believes that the estimate is not a reasonable approximation of your population, complete this form and submit it **with administrative data** that can be used to evaluate the challenge. Submit the challenge on or before **September 15, 2024**.

Send challenges to:

dan.barroilhet@wisconsin.gov

The Council/Board of the

- Town
- City
- Village of: _____

in the County of: _____

has authorized me to submit a challenge to the correctness of the annual preliminary population estimate prepared for our municipality. The municipality contends the estimate is inaccurate because it is based upon inadequate information.

Evidence based upon administrative records or other information is presented in support of this contention, as required by §16.96 of the Wisconsin Statutes. The statutes do not permit the Department of Administration to accept the results of a population enumeration conducted by any group, agency or unit of government other than the U.S. Census Bureau.

NAME: _____

TITLE: _____

MAILING ADDRESS: _____

EMAIL: _____

DAYTIME TELEPHONE: () _____

SIGNATURE: _____ DATE: _____

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 9/3/2024</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p align="center">General Cyberattack and Technological Crimes Prevention Strategy. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(d), to consider strategy for crime prevention, and the furtherance of the program and policy and tools therefore for crime prevention, i.e., cyberattack prevention and technological crimes in relation thereto, for the protection of the City's technical and information infrastructure and the City officials, employees and the public who use the system, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p align="center">ITEM NUMBER <i>G. 19.</i></p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(d), to consider strategy for crime prevention, and the furtherance of the program and policy and tools therefore for crime prevention, i.e., cyberattack prevention and technological crimes in relation thereto, for the protection of the City's technical and information infrastructure and the City officials, employees and the public who use the system, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/2024
REPORTS & RECOMMENDATIONS	<p align="center">Authorize the Professional Services Agreement Between the City of Franklin and Eide Bailly Phase 1 Migration for Microsoft Office 365 Tenant, Licensing, and 2FA Infrastructure - Funded by Account Numbers 01-0144-5257 and 41-0144-5843</p>	ITEM NUMBER G. 20.

Background:

Recent security issues and the need for two-factor authentication (2FA) have made this project operationally critical, with the need to implement the project in the most expeditious manner possible. The City of Franklin plans to migrate Office, Exchange (email), and Active Directory to the Office 365 cloud. This was outlined in the 2024 IT capital budget, with a joint plan to introduce multi-factor authentication hard tokens (MFS/2FA) and new computers concurrently with the email migration. The planned email migration to the cloud was initially scheduled for the beginning of December, as the presidential election concludes before it is operationally feasible to move email and archive to the Office 365 environment. The original project plan is being revised to implement the Office 365 migration in two phases.

Phase one will require building out the Office 365 tenant, purchasing all needed Microsoft licenses, purchasing Yubikey hardware tokens (2FA), activating domain controllers in the cloud (Microsoft Entra ID), and configuring reverse proxy access to allow applications to authenticate to the Office cloud environment. This will set up essential security infrastructure needed later for the actual Office and email migration. The project's second phase will be configuring the cloud email environment, migrating email and accounts from the on-premise Exchange server, configuring Mimecast spam filtering and routing, and configuring on-premise and cloud email archiving solutions. The second phase will utilize the prior infrastructure and will require all users to use two-factor authentication when signing into the Office 365 platform.

Recommendation:

This project is being fast-tracked. Alternative Office 365 migration proposals were received by both Heartland and Cornerstone, utilizing RSA Secure ID tokens and infrastructure as part of the solution. The Director of IT has chosen the Eide Bailly solution based upon better technical feasibility and inline costs, and the project management and implementation team will be led by former Microsoft employees who have successfully migrated Fortune 500 teams to the cloud. There is a deep understanding of the governmental issues faced by municipal regulations, and the project teams have direct experience working with government migrations and overcoming problems. Specific differences in proposals

- Exchange migration can be done using direct conversion to the cloud without upgrading the local Exchange 2010 server to Exchange 2013 or 2016 before moving data. This saves considerable time and expense by eliminating the need to move mailboxes multiple times.
- Yubikey hardware tokens can be quickly deployed to users without creating vendor-specific authentication and management servers, as these are fully integrated into the Office 365 platform. Yubikeys are highly resistant to tampering with false identification, as they are the 2FA method of choice used by the Wisconsin Elections Commission for their portal access.
- A reverse proxy solution allows applications that do not have API or interfaces built encoded explicitly for this authentication mechanism. This authentication method allows operationally critical applications to use Entra and Yubikey authentication and identification without being coded to support the token.
- The Windows Hello authentication service for local PC login fully supports Yubikey tokens. Microsoft GINA does not need to be modified for support, allowing a rapid authentication rollout onto the network.

Preliminary Project Requirements:

- Set up a new Office 365 Azure Client on the Microsoft Government Community Cloud (GCC) tenant servers. Microsoft Office 365 GCC is FedRamp security certified and can only be used by governmental agencies.
- Configure the Office tenant services to GCC best practices. Create authentication core services for Active Directory and configure synchronization of the directory database.
- Set up retention policies within the GCC tenant for email retention and archiving.
- Enable modern 2FA authentication methods and turn off basic authentication. Enforce multi-factor authentication for all users.
- Import all user accounts and assign Office 365 G3 licenses.
- Migrate all user mailboxes and shared file data. Configure conference rooms for Microsoft Teams integration.
- Configure spam filtering services and configure with DMARC policies.

Fiscal Impact:

The total project cost is split between operational outlay funding for tokens and project implementation costs. Capital outlays have been allocated to purchase initial Office 365 subscription licenses. The licenses will be ongoing and reflect the total cost of running email in the cloud. Allocations for 2024 reflect the implementation costs for phase 1 of the project. Phase 2 costs may be allocated in the 2025 budgets, as we are looking at a December/January full conversion date.

Total Project Budget: \$158,144

Funding & Allocations

1. **Microsoft Office 365 Licenses and Services: \$129,692**
2. **Office 365 Implementation & Project Management: \$21,422**
3. **Hardware tokens (underfunded): \$7,000**

The sum of Funding & Allocations: \$129,692 + \$21,422 + \$7,000 = \$158,114

Phase One – Project Expenditures

Software Licenses (Annually)

1. **Office 365 G3 (GCC) 250 users @ \$5,750/mo.**
 - o \$5,750/month × 12 months = \$69,000
2. **Enterprise Mobility & Security GCC 250 users @ \$2,427/mo.**
 - o \$2,427/month × 12 months = \$29,100

Onboarding & Professional Services (One Time Fees)

1. **Office 365 Tenant & Configuration: \$8,500**
2. **Yubikey Security Key Configuration & Deployment: \$3,000**
3. **Project Management: \$400**
4. **Yubikey Hardware Tokens (350 units): \$17,500**

Total Project Licenses and Costs (Phase 1): \$69,000 + \$29,100 + \$8,500 + \$3,000 + \$400 + \$17,500 = \$127,500

Council Action Requested Funding Breakdown:

- **Account 01-0144-5257: \$21,422 (Project Management) + \$7,000 (Hardware Tokens) = \$28,422**
- **Account 41-0144-5843: \$129,692**

Total for Council Action: \$28,422 + \$129,692 = \$158,114

COUNCIL ACTION REQUESTED

Motion to authorize the Professional Services Agreement between the City of Franklin and Eide Bailly for licensing and authentication infrastructure needed for the Office 365 migration, not to exceed the total project cost of \$158,114, funded by Account Numbers 01-0144-5257 (\$28,422) and 41-0144-5843 (\$129,692), with the City Attorney and Director of IT authorized to make minor technical modifications to the service agreement.

2024 - Business Case for Operational Outlay

1 – Office 365 with Hosted Exchange Migration

August 2, 2023

Prepared by: James Matelski

0.0 Executive Summary

The City of Franklin manages an Exchange 2010 server operating on a Windows 2008 R2 OS for all citywide email services. Email is an indispensable tool for internal and external communications as well as a crucial part of daily operations. All emails are regarded as government records and must be kept on file indefinitely to accommodate FOIA open records requests. Today, all email servers are hosted on-site, giving the city access to unlimited user accounts at nearly "no cost." It's convenient to keep terabytes of old emails on regional archiving systems. The only direct expenses are licensing, SAN disk storage, and Mimecast spam filtering accounts. The cheap cost of local email hosting has been "the golden anchor" that has prevented the migration of email systems to a cloud-based platform.

Unfortunately, everything good must come to an end at some point. Microsoft has stopped providing support for Exchange 2010 and Windows Server 2008 for over three years. Office Web Access, a crucial element for Exchange 2010 connection to mobile devices, is frequently attacked by powerful hacker organizations and has been highlighted as a key concern from prior penetration tests. Due to the elevated risk of international hacking, Cyber Insurance firms now demand two-factor authentication (2FA) for all email systems. With significant updates to the core program, which is only possible by purchasing pricey third-party solutions, 2FA can be supported with on-premise Exchange servers. Other government municipalities have acknowledged these requirements. The usual migration strategy is moving away from on-premises systems and having cloud-based solutions.

1.0 Introduction/ Background

Due to inadequate and unreliable connectivity across all offices, the City of Franklin has resisted migrating essential operating systems to the cloud. Spectrum outages are frequent, and cloud-hosted services wouldn't function if a carrier went down. Since email must be accessible around the clock, this migration path is unavailable until Internet connectivity is rendered highly available (HA) and the carrier is redundant.

A significant project to deploy black fiber and build a private governmental WAN to the State of Wisconsin WiscNet system was implemented in 2021–2022, formally addressing the issue of Internet connectivity. By the conclusion of the fourth quarter of 2023, the dark fiber's construction should be finished. A redundant fiber ring between offices will be built using new firewalls and routers. In the case of a WiscNet outage, SD-WAN will be used to offer alternative carrier connectivity. By 2024, concerns with

bandwidth and internet accessibility will be resolved entirely, enabling the City to move numerous operational functions to the cloud for the first time.

As discovered during the Milwaukee County Tellus initiative, all municipalities in Milwaukee County are presently using Office 365 for email and Microsoft Teams video conferencing. A municipality with 30,000–40,000 citizens should migrate to Office 365-hosted email, a widely used service. By enabling two-factor authentication for all cloud-hosted services, including email, Microsoft Office/Azure eliminates the security risk of running Outlook Web Access locally. For easy email access, all mobile devices connect to cloud-based platforms.

3.0 Current Situation and Problem/Opportunity Statement

Several proposed projects with false starts have been for email migration, as the project scope has changed to include 2FA and mobile device management. Original plans to migrate Exchange 2010 to new application versions on local systems were proven unfeasible. Two-factor authentication with integration on a mobile platform sandbagged these projects.

The only available migration option currently is to move all on-premise hosted email to the Google or Microsoft Cloud. As part of this project, significant infrastructural changes will be needed. A hybrid authentication strategy must be implemented, and Active Directory must be synced to the cloud. A robust authorization framework for application and online access is created by integrating new cloud authentication techniques with two-factor authentication (TOTP, FIDO-UAF, FIDO-2, etc.). Azure's core elements will require much time to develop. IT managers will need to receive training in the newest user provisioning techniques.

Once the basic Azure infrastructure is in place, the City must upgrade local Exchange 2010 servers to 2016 or 2019. A multi-phase implementation strategy is necessary since there isn't a direct cloud migration path for Exchange 2010.

Office 365 (instead of Office 2019), which replaces Exchange email accounts and data in the cloud, is installed on all PCs after migration. When new hardware becomes available, this can be installed on both new devices running Windows 12 and older machines. All new features and security updates for Office 365 are applied to machines every month. The City can use the most recent version of Office tools as part of the subscription.

Cyber insurance for the City was switched from Chubb to Cowbell in 2023. The League of Municipalities chose Chubb as the primary insurance provider, and Chubb served in that capacity for more than five years. Due to the rising obligations and risk factors being added by educational and local governments, cyber insurance is notoriously difficult to obtain. All significant operational apps were subject to Chubb's two-factor authentication requirement, and the company would not reissue a policy without it. The requirement of 2FA will be fully addressed with the move to Office 365 Cloud, allowing for a broader range of cyber insurance providers.

4.0 Critical Assumptions and Constraints

"hard tokens," as opposed to time-based one-time password (TOTP) programs on employee-owned cell phones, are currently anticipated to be required for all union personnel in the Police and Fire Departments. Many firms generate dynamic 2FA passwords for user logins using Google Authentication or Microsoft Authentication. According to the assistant fire and police chiefs, it is against union contracts to utilize employee-owned equipment for official purposes. There is no evidence to support these claims.

It is advised that union personnel within these departments be issued a physical token device instead of the authenticator app. EMS technicians and police officers may find using employee-owned smartphones while on duty highly inconvenient. Compared to an employee mobile phone, the device is significantly more straightforward to replace if stolen or lost. Given that the department's needs are still unknown, the project strategy must consider using different hard tokens for 2FA authentication.

5.0 Analysis of Option and Recommendation

The City can switch to any online cloud email supplier to take mailbox data from Microsoft Exchange. Google Workspace, Zoho, Yandex, Titan Mail, DreamHost, etc. are some typical substitutes. The City of Franklin has standardized Microsoft Office to produce business documents for over 20 years. Migration to an alternate email provider (e.g., Google Workspace) would require using different cloud applications to create standard business documents. This would require additional user training and conversion of existing documents, with the overall benefit to the organization being reasonably limited. Since Franklin is already standardized for using Microsoft software, the logical, direct migration path would be toward a hosted Exchange in the Azure Cloud with Office 365. This would allow users to continue using the front-end desktop applications they are familiar with.

6.0 Preliminary Project Requirements

- Set up a new Office 365 Azure Client on the Microsoft Government Community Cloud (GCC) tenant servers. Microsoft Office 365 GCC is FedRamp security certified and can only be used by governmental agencies.
- Configure the Office tenant services to GCC best practices. Create authentication core services for Active Directory and configure synchronization of the directory database.
- Set up retention policies within the GCC tenant for email retention and archiving.
- Enable modern 2FA authentication methods and turn off basic authentication. Enforce multi-factor authentication for all users.
- Import all user accounts and assign Office 365 G3 licenses.
- Migrate all user mailboxes and shared file data. Configure conference rooms for Microsoft Teams integration.
- Configure spam filtering services and configure with DMARC policies.
- Set up a hybrid Exchange 2019 environment and decommission old servers.

7.0 Budget Estimate and Financial Analysis

Hardware & Software:

Hardware Tokens & Licenses	\$7,000
Office 365 G3 Licenses (308 users at \$10,807 monthly)	\$129,691

Installation Services:

Fix Fee Project for Migration	\$21,422
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Total Year 1 costs Subscription, Licensing, Tokens	\$158,113
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8.0 Schedule Estimate

The provisioning of the Azure infrastructure and setup of the base tenant applications are anticipated to take 7–14 days. All email mailboxes will be transferred from the old email server to the new one, and a new VM will be constructed and set up with the new version of Exchange. SAN's disk expansion could be necessary. It is anticipated that migrating on-premise email will take two to three weeks. Over two weeks, email will be moved to the cloud.

9.0 Potential Risks

Medium—The Exchange 2010 to Exchange 2016/2019 mailbox conversion, which is part of the on-premise conversion, poses the most significant risk. The Azure cloud setup and migration process is highly documented and familiar to HBS. The most probable outcome would be corrupted email boxes that did not move properly to the new servers or lost emails not received as part of changing SMTP connectors to a new provider. The danger of data corruption can be decreased by having reliable Veeam backups of the Exchange mailboxes.

10.0 Exhibits

SoW CoF Exchange 2010 to 365 Migration.pdf
HBS Quote: Security Tokens with P1 Azure AD.pdf (2022)
HBS Quote: CoF Microsoft CSP Licenses – 280448.v2.27.pdf (2023)



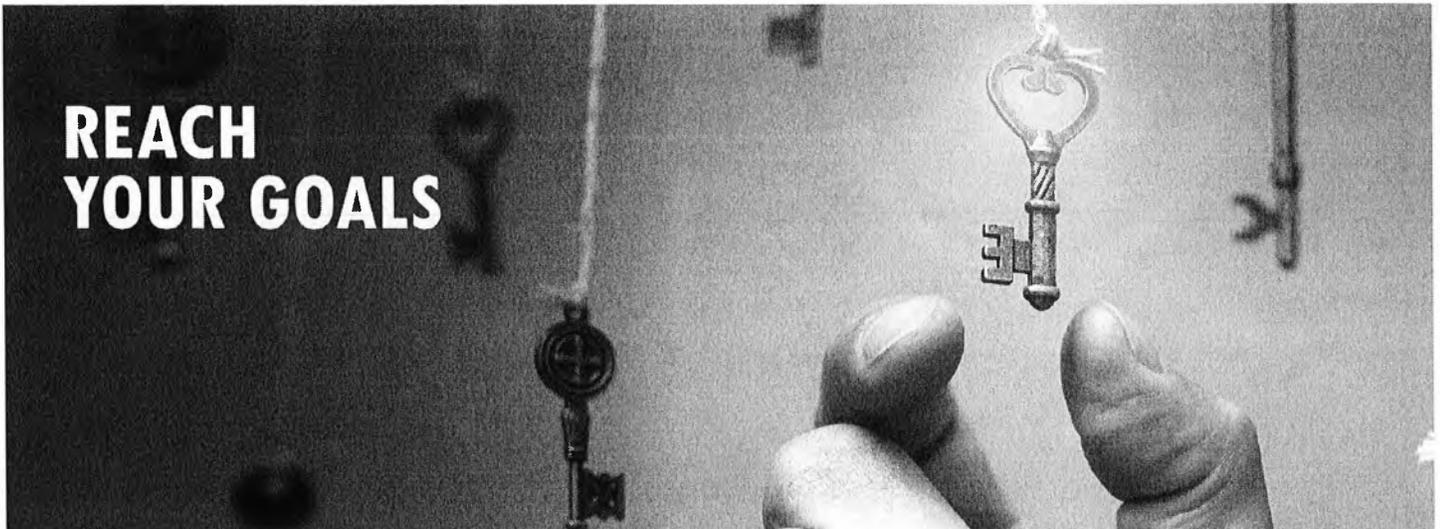
**INSPIRED TO
HELP YOU REACH
YOUR GOALS**

August 26, 2024

EIDE BAILLY TECHNOLOGY CONSULTING

Microsoft Security Key Deployment

City of Franklin



Executive Summary

CURRENT SITUATION

The City of Franklin, Wisconsin currently uses on-premises infrastructure to provide collaboration and productivity services for its employees. To modernize, the City of Franklin is looking to consolidate their IT services on the Microsoft 365 cloud. The first phase of this modernization will be to deploy security keys to the City's staff for multi-factor authentication to devices and applications. After the deployment, the City's staff will use the security keys to log into their device using Windows Hello for Business and access applications using single sign-on through Entra ID. This will result in improving the security of the company's data and devices.

Services

DESCRIPTION OF SERVICES

At Eide Bailly, we tailor our approach based on the needs of each client. Our approach is designed to collaborate with City of Franklin to achieve optimal results. The objectives and timing of each component are described in the following:

▶▶▶ Solution Summary

Eide Bailly will perform the following services as part of this engagement:

- Configure a new Microsoft 365 government tenant to Microsoft best practices for productivity and security, including integration with Mimecast.
- Enable Entra Connect sync of Active Directory objects.
- Procure recommended licensing: (Please see the following guide for details on what is included with each license: [Microsoft Modern Work GCC Comparison PDF.](#))
 - Office 365 G3
 - Enterprise Mobility + Security G3
- Deploy a subset of licensing to users.

- Hybrid join devices to Entra ID and register devices with Intune.
- Configure and deploy a Windows Hello for Business policy with Yubico Yubikey 5 NFC security keys as a form of multi-factor authentication for employees.
- Enable single sign-on for applications using Entra ID.
- Administrator and end user training for Microsoft 365.

Project Specific Assumptions

The Services, fees and delivery schedule for this engagement are based upon the following assumptions, representations or information supplied by City of Franklin ("Assumptions").

- A retainer of 20% of the estimated fees will be billed in advance and applied against the final project invoice. Any variance between actual hours incurred and the hours billed will be reconciled in a final project billing or refunded at the close of the project.
- The management and support of the product(s) procured from Eide Bailly will be the responsibility of the client to self-manage. Eide Bailly will be available for escalations and technical support as needed however Eide Bailly will not manage the product(s) on an on-going basis on behalf of the client.
- Eide Bailly Cloud Solution Provider (CSP) program requires the following in the Microsoft tenant:
 - Unlicensed global administrator account for Eide Bailly for ongoing support needs.
 - Eide Bailly partner relationship for delegated administrative support.
 - Eide Bailly CSP distribution partner relationship for subscription management.
- Project work will be completed remotely.
- An Eide Bailly project manager may be assigned.

Primary Contact and Lead Technical Consultant



Brian Gullickson is a former Microsoft Program Manager who reported into the Microsoft Fargo Development Center in North Dakota. After leaving Microsoft, Brian worked as a Global Administrator and Collaboration Services Manager for several companies in the Twin Cities. These companies ranged in size from 3500 to 13500 employees and varied by industry, including Agriculture, Financial Services, and Healthcare. Prior to joining Eide Bailly, Brian worked for Prime Therapeutics in Eagan, Minnesota, a pharmacy benefit provider for 18 Blue Cross Blue Shield health plans. While at Prime Therapeutics, Brian helped Prime to negotiate a five-year Enterprise Agreement with Microsoft that upgraded Prime's Microsoft licensing to provide the needed functionality to better secure Prime's data and devices.

Brian has been a Microsoft 365 Global Administrator for 13 years and has attained the following Microsoft 365 certifications: Microsoft 365: Fundamentals, Microsoft 365: Teams Administrator Associate, and Microsoft 365: Administrator Expert.

EXPECTED HOURS AND FEES

Our estimated fees are based on the complexity of the implementation and the work functions required to support it. If you request additional services that are outside the scope of this agreement, we will provide a change request before commencing work.

We propose the following fees based on our understanding of the scope of work and the level of involvement of City of Franklin staff:

Professional Fees and Rates

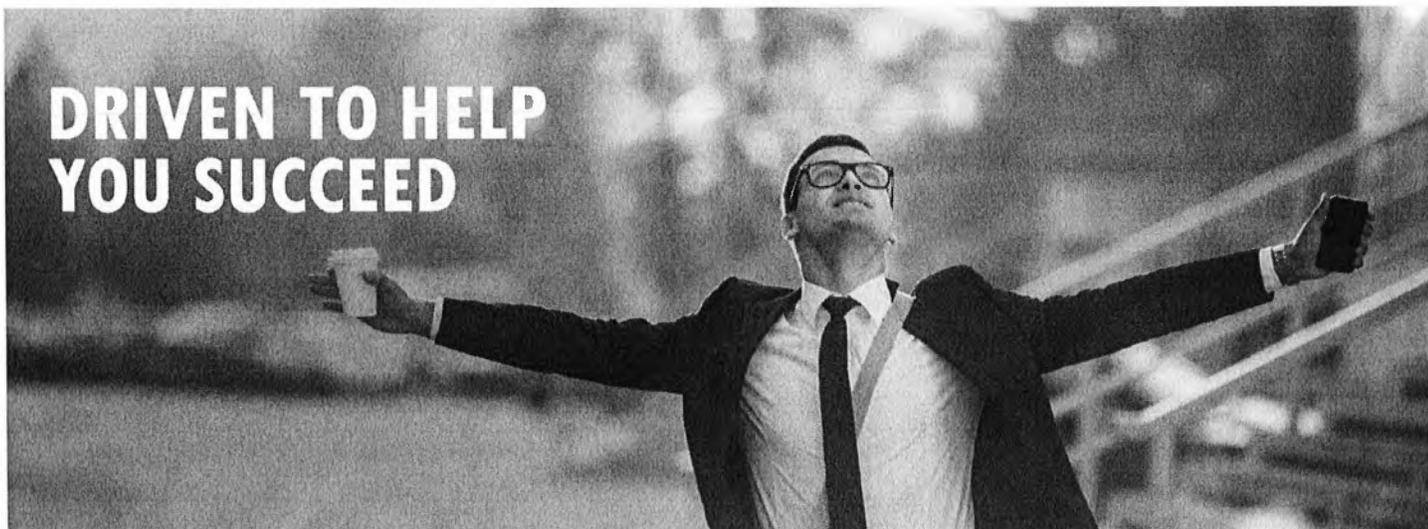
MONTHLY SOFTWARE LICENSING	QUANTITY	PRICE/MONTH	TOTAL PRICE
Office 365 G3 (GCC)	250	\$23.00	\$5,750.00
Enterprise Mobility + Security G3 (GCC)	250	\$9.70	\$2,425.00
TOTAL FEES			\$8,175.00

PROFESSIONAL SERVICES AND ONE-TIME FEES	HOURS	PRICE	TOTAL PRICE
Tenant configuration, deployment, and training	34	\$250.00	\$8,500.00
Security key configuration and deployment	12	\$250.00	\$3,000.00
Project management	2	\$200.00	\$400.00
Yubico Yubikey 5 NFC security keys	350	\$50.00	\$17,500.00
TOTAL FEES			\$29,400.00

Key Assumptions

- Microsoft requires Cloud Solution Providers to provide support for clients. All support calls come directly to Eide Bailly Support teams which are available Monday thru Friday; 7a.m – 6 p.m. Central Time. In addition, our support team is available by phone for issues that occur after-hours, on weekends, or holidays.
 - Phone: 866-324-0968
 - Email: servicedesk@eidebailly.com
- End-Client’s use of the Microsoft products is subject to the applicable terms of the Microsoft Customer Agreement (located at <https://www.microsoft.com/licensing/docs/customeragreement> as of August 2, 2022 – the “MCA”) as of the date Microsoft grants access to the Microsoft product(s) to End-Client. Microsoft and its Affiliates will be intended third party beneficiaries of the MCA and therefore entitled to enforce the terms of the MCA directly against End-Customer.
- The Microsoft 365 service will be billed based on the licensing term selected in the rate tables listed above. Billing will be based on reported active user quantities.
 - Monthly payment.
 - Tenant and licenses cannot be transferred from Eide Bailly until the end of the annual subscription period.
 - Renewals are automatic.
 - Increases can be performed at any time and will be co-termed to the subscription end date.
 - Decreases can only be performed at the end of the subscription period, 72 hours within the renewal window. E.g., Subscription period ends August 20th, the licenses are auto renewed. Licenses can be decreased between August 20th and August 23rd, prior to the end of the 72-hour window.
 - Upgrades are permitted on some licenses; check with Eide Bailly on availability.

- Downgrades are not permitted on licenses.
- Upon acceptance of this agreement, services within the scope of this project will be billed on a time and material basis. This includes all meetings, communication, research, and other work required to complete this Statement of Work. The hours quoted in this Statement of Work represent our best estimate for the stated scope and timeframe; actual hours could vary.
- Eide Bailly is the primary contact for technical support related to the products and services included in the scope of this Statement of Work
- Professional services and support are billed in 15-minute increments, with a minimum of 1 hour billed for on-site time.
- If a portion of the project needs to be completed outside of normal business hours, the after-hours project work rate will apply. Normal business hours are 8:00 a.m. to 5:00 p.m. local time.
- Eide Bailly's delivery of the Services and the fees charged are dependent on (i) the timely and effective completion of client responsibilities, (ii) the accuracy and completeness of the assumptions, and (iii) the timely decisions and approvals by the management of City of Franklin. City of Franklin shall be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in City of Franklin's responsibilities and project assumptions.
- If a change in scope or fees is required, Eide Bailly will provide City of Franklin with a Change Request that includes the scope change and the estimated hours to complete the scope change. City of Franklin will sign and return the Change Request as authorization to proceed with the changes.
- City of Franklin management, including representatives of key areas of the business, will actively participate in this project and provide timely response when needed. City of Franklin will ensure that personnel participating in meetings, project communication, requirements gathering if necessary, and approving completed work are authorized to represent and make decisions on behalf of City of Franklin
- Travel time for consultants is billed from the consultant's home office at the currently hourly support rate.
- Travel expenses, including airfare, car rental, lodging, meals, mileage and other out-of-pocket expenses will be billed in addition to the fees incurred.
- A five percent (5%) Technology Fee will be billed in addition to the above fees.
- Fees and expenses will be billed bi-weekly. Payment is due upon receipt.
- Eide Bailly may suspend services if the account does not remain in good financial standing. Any invoices past due beyond your net terms will cause the project to be suspended until payment is received.
- This statement of work must be executed within 30 days.



Details of Engagement

WE WANT TO WORK WITH YOU.

This schedule shall be effective as of August 26, 2024, and remain in effect until terminated by mutual agreement of both parties.

The services set forth are to be provided to City of Franklin in accordance with, and are subject to, the terms and conditions of the Master Service Agreement between Eide Bailly LLP and City of Franklin.

Signatures

IN WITNESS, WHEREOF, the parties have duly executed the Agreement as of the day and year first written above.

City of Franklin

Printed Name

Date

Eide Bailly LLP

Nathan McMurtrey | Partner

Date

EIDE BAILLY TECHNOLOGY CONSULTING MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“Agreement”) is made on July 17, 2024 (the “Effective Date”), by and between City of Franklin (“Client”) and Eide Bailly LLP (“Eide Bailly”). Client and Eide Bailly are each a “Party” and are collectively the “Parties” to this Agreement.

1. **Definitions.** As used in this Agreement:

- a. **“Client Materials”** means all of Client’s proprietary business information, methodologies, procedures, utilities, algorithms, models, documents and concepts, and any Intellectual Property Rights therein, which are provided by Client to Eide Bailly in furtherance of this Agreement.
- b. **“Deliverables”** means only those tangible items Eide Bailly agrees in writing to provide to Client in a Statement of Work.
- c. **“Design Documentation”** means a written description of requirements or functionality created through a collaborative process between Eide Bailly and Client for the purpose of analysis, planning, and implementation of the Services and/or Deliverables.
- d. **“Intellectual Property Rights”** means patents, patent applications, patent rights, trademarks, trademark registrations, trademark applications, service marks, business marks, trade names, brand names, all other names and slogans embodying business or product goodwill (or both), copyright registrations, copyrights (including those in computer programs, software such as source code and object code, development documentation, programming tools, drawings, specifications and data), trade secrets, proprietary information, know-how, mask works, industrial designs, processes and technical information and all related rights now existing or hereafter created.
- e. **“Preexisting Materials”** means Eide Bailly’s proprietary business information, methodologies, programming, tools, know-how, procedures, utilities, algorithms, models, software libraries, source code, design, products, platform, and documents, and all Intellectual Property Rights therein.
- f. **“Proposal”** means any project proposal describing project details proposed by Eide Bailly and/or requested by Client.
- g. **“Services”** means only those technology consulting services Eide Bailly agrees in writing to provide to Client in a Statement of Work.
- h. **“Software”** means all computer code and related uses of information technology including, but not limited to, all documentation, manuals, and instructions, that is used, designed, developed, and/or implemented by Eide Bailly for Client under this Agreement.
- i. **“Statement of Work”** means documents referencing this Agreement and specifying project details such as Services, Deliverables, methodologies, and project plans to be accomplished by Eide Bailly and to be paid for by Client. Once signed by the Parties, Statements of Work shall become a part of this Agreement.
- j. **“Third-Party Software”** means all software that is owned by an entity other than Eide Bailly or Client and is being used by Eide Bailly to provide the Services and/or Deliverables to Client.

- k. **Usage.** All terms defined herein shall include the plural as well as the singular. Any undefined term shall be defined according to its plain English definition.

2. **Services and Deliverables.**

- a. **Statement of Work Required.** Eide Bailly shall perform the Services and shall provide the Deliverables in accordance with a Statement of Work. Upon acceptance by Client, any Statement of Work shall be made a part of this Agreement.
- b. **Incorporation of Design Documentation.** The Deliverables identified in a Statement of Work may include Design Documentation. Any Design Documentation shall be submitted to Client for written approval. Upon Client's written approval, any Design Documentation shall be incorporated into the Deliverables described in a Statement of Work. If the Design Documentation conflicts with any such Deliverables, the Design Documentation shall control.
- c. **Work Outside of Scope.** Eide Bailly shall have no obligation to provide any Deliverables or perform any Services not specifically set forth in a Statement of Work or Design Documentation. Client may request additional Deliverables and Services only pursuant to the Change Control procedures described immediately below.
- d. **Change Control.** If either Party identifies a need to supplement or revise the Services or Deliverables described in a Statement of Work, the Party may create a change request ("Change Request"). The Change Request shall include relevant details such as relevant changes to scope, assumptions, cost estimates, timelines, risks, and the like. Both Parties shall accept the terms of a Change Request before work outside the scope of a Statement of Work may continue. Any signed Change Request shall thereafter be incorporated into the Statement of Work to which it refers.

3. **Pricing and Payment.**

- a. **Fees.** Eide Bailly shall charge Client, and Client shall pay Eide Bailly, for the Services and/or Deliverables in accordance with the fee schedules set forth in the Statement of Work. Eide Bailly shall charge client, and Client shall pay Eide Bailly, on an hourly basis at Eide Bailly's normal hourly rates for any services or deliverables requested by Client that are not specified in a Statement of Work.
- b. **Expenses.** Client shall reimburse Eide Bailly for all direct out-of-pocket expenses reasonably incurred in providing the Services and Deliverables such as travel, lodging, media, software, and communication expenses.
- c. **Invoices.** Unless otherwise specified in a Statement of Work, Eide Bailly shall submit biweekly invoices to Client for the Services and Deliverables.
- d. **Payment.** Client shall pay each invoice in full within fifteen (15) days. If Client fails to pay any invoice when due, Eide Bailly may, without affecting its rights and remedies in equity or at law do any or all of the following: Require Client to pay an additional one percent (1%) per month late fee on the outstanding amount; suspend or revoke any intellectual property licenses Eide Bailly has provided to Client; and/or suspend further work on Client's behalf.
- e. **Objections to Invoices.** Client shall present any objections to an invoice within ten (10) days after Client's receipt of the invoice. Any objections must be in writing and shall describe the

factual basis for Client's objection, such as the nature and amount of the dispute, and include any supporting documentation.

- f. **Taxes.** Client shall pay any applicable federal, state, local, or other taxes arising from the Services and/or Deliverables.

4. **Term and Termination.**

- a. **Term.** This Agreement shall begin on the Effective Date and shall continue until all Services and Deliverables have been provided to and accepted by Client, and Client has made all payments required under this Agreement and any Statement of Work.
- b. **Termination.** Notwithstanding the foregoing:
 - (1) Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party.
 - (2) Either Party may terminate this Agreement if the other party is in material breach of any obligation under this Agreement, which breach remains uncured for a period of five (5) days.
 - (3) Termination under this section 4 shall not relieve Client of its obligation to pay for Services rendered or Deliverables provided prior to the termination date.

5. **Ownership Rights.**

- a. **Eide Bailly's Ownership Rights.** Eide Bailly retains all right, title and interest, including Intellectual Property Rights, in any Preexisting Materials, including the right to use, reuse, or otherwise exploit any Preexisting Materials for its other clients. In addition, Eide Bailly retains all right, title and interest, including all Intellectual Property Rights, in the Services, Software, Design Documentation, and Deliverables, including the right to provide similar services and deliverables to other clients.
- b. **Client Ownership Rights.** Client retains all right, title and interest, including all Intellectual Property Rights, in the Client Materials. Client grants Eide Bailly the right to use the Client Materials to provide the Services and Deliverables to Client. Eide Bailly shall not market, distribute, reproduce, or seek to commercially exploit the Client Materials.
- c. **Contingent License.** Provided Client has fulfilled its obligations under this Agreement, Eide Bailly grants Client a perpetual, non-exclusive, transferable, worldwide, and royalty free license to use, reproduce, copy, perform, display, modify or have modified by third parties, create or have created by third parties derivative works of, the Services, Software, Design Documentation, and/or Deliverables.

6. **Client Engagement Responsibilities.**

- a. **Cooperation.** For Eide Bailly to successfully provide the Services and Deliverables, Eide Bailly requires Client's good faith and cooperation. Client therefore agrees to provide such good faith and cooperation during the engagement.
- b. **Appointment of Coordinator.** Client shall designate one individual and one alternate to service as Eide Bailly's primary point of contact for the relationship contemplated by this Agreement (the "Coordinator"). The Coordinator shall have authority to act for Client as to all aspects of this

Agreement. Eide Bailly shall be entitled to rely on all statements and agreements made by the Coordinator during the term of this Agreement.

- c. **Management Responsibilities.** During the engagement, Client accepts responsibility for the results of the Services and Deliverables, including the responsibility to make management decisions, perform management functions, and evaluate the adequacy and results of the Services performed by Eide Bailly.

7. Non-Solicitation of Employees.

- a. **Restrictions on Solicitation of Eide Bailly Employees.** Eide Bailly has made a significant investment in the recruitment and training of its personnel. The loss of such personnel as a result of Client's actions would be detrimental to Eide Bailly's current and future business success. Therefore, during the term of this Agreement and for one (1) year thereafter, Client shall not directly or indirectly:

- (1) Recruit, hire, or engage the services of any Eide Bailly employee; or
- (2) Induce any Eide Bailly employee to terminate his or her relationship with Eide Bailly; or
- (3) Introduce any Eide Bailly employee to any potential employer as a candidate for employment or similar relationship.

- b. **Remedies for Breach.** If Client violates this Section 7, Client shall pay Eide Bailly an amount equal to one (1) year of the affected employee's annual base salary.

- c. **Survival.** This Section 7 shall survive termination of this Agreement.

8. Confidential Information.

- a. **Confidential Information—Defined.** During this Agreement, each Party may have access to the other Party's intellectual property, confidential information, financial, and/or other business information pertaining to a Party's business, products, and services which are not published or readily available to the public. Such information may include research and development, marketing concepts and plans, product information, Deliverables, Software, data, training, pricing, Proposals, Statements of Work, sales techniques, lists of clients and vendors, and other information pertaining to the Parties' respective businesses (collectively the "Confidential Information").

- b. **Confidential Information—Exclusions.** Confidential Information shall **not** include information that is:

- (1) known to the receiving Party prior to disclosure; or
- (2) generally available to the public; or
- (3) independently developed by the receiving Party without the use of the disclosing Party's Confidential Information.

- c. **Use of Confidential Information.** During this Agreement and at all times thereafter, each Party shall hold the other's Confidential Information in the strictest of confidence. Neither Party may use or disclose another Party's Confidential Information for any purpose except as necessary to provide the Services and/or Deliverables under this Agreement.

- d. **Orders to Disclose Confidential Information.** If a Party is required by subpoena or similar governmental or judicial order to disclose Confidential Information, the Party shall, unless prohibited by law, first notify the other Party of such subpoena or order in sufficient time to seek relief from disclosure.
 - e. **Remedies for Breach.** Violation of this Section 8 may cause irreparable harm to the damaged Party. If either Party violates this Section 8, the other Party shall therefore be entitled to seek injunctive relief in addition to its rights at law or in equity.
 - f. **Prior NDAs.** This Section 8 shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements between the Parties.
 - g. **Survival.** This Section 8 shall survive termination of this Agreement.
9. **Warranties.**
- a. **Express Warranty.** Eide Bailly shall perform all Services and the Deliverables shall have been prepared in a workmanlike manner.
 - b. **Warranty Against Non-Infringement.** Any Services, Software, or Deliverables, when properly used as contemplated by this Agreement, shall not infringe or misappropriate any United States copyright, trademark, patent, or other trade secrets of any third parties. Eide Bailly has any necessary rights and permissions to use any Third-Party Software in the manner contemplated by this Agreement.
 - c. **Warranty Disclaimers.** EXCEPT AS SPECIFICALLY DESCRIBED IN THIS SECTION 9, ALL SERVICES, SOFTWARE, THIRD-PARTY SOFTWARE, DELIVERABLES, AND ANY OTHER PRODUCT OR SERVICE PROVIDED BY EIDE BAILLY TO CLIENT ARE FURNISHED "AS IS" AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. EIDE BAILLY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES SUCH AS BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EIDE BAILLY DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE, THIRD-PARTY SOFTWARE, OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE.
 - d. **Remedies for Breach of Warranty.** The exclusive remedy to Client for a breach of any warranty arising under this Agreement shall be the repair or replacement of the Services, Software, Deliverables, or any other product or service provided to Client by Eide Bailly. If a court of competent jurisdiction determines that this remedy fails of its essential purpose, Client's damages for breach of warranty shall be limited as described in Section 10.
10. **Limitation of Liability.** The exclusive remedy available to Client for any alleged loss or damages arising from or related in any way to this Agreement or any of the services we provide to you, whether or not arising under this Agreement, shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's acts or omissions, and Client's damages shall be limited to no more than two times fees actually paid to Eide Bailly by Client under this Agreement. In no event shall Eide Bailly be liable to Client for any punitive or exemplary damages or attorneys' fees.
11. **Time to Sue.** The nature of Eide Bailly's technology consulting business makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. Therefore, notwithstanding any statute of limitations that might otherwise apply to a

Dispute, Client may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after Eide Bailly last performed the Services or provided the Deliverables at issue in the Dispute. The Limitations Period applies and begins to run even if Client has not suffered any damage or loss or is not aware of a possible Dispute.

12. Indemnification.

- a. If through no fault of its own Eide Bailly is named as a party to a dispute between Client and a third party, Client shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) Eide Bailly incurs in connection with the dispute. Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.
- b. Each Party shall indemnify and hold the other Party harmless from and against any personal injury or property damage arising from or related to the indemnifying Party's gross negligence or willful misconduct. Each Party will give the other Party written notice of any such claim and the other Party has the right to participate in the defense of any such claim at its expense.

13. Miscellaneous.

- a. **Relationship of the Parties.** This Agreement memorializes an independent contractor relationship between Eide Bailly and Client. The Parties are not partners, they are not in a franchise relationship, and they are not participants in a joint venture.
- b. **Assignments Prohibited.** No Party may assign any of its rights or obligations under this Agreement without the written consent of the other Party.
- c. **Notices.** Any notice required to be provided under this Agreement shall be sent by certified mail, return receipt requested, to the following persons:

To Client:

City of Franklin
900 Columbia Ave Tennessee 37064 Us
Franklin, Wisconsin 53132
United States of America

To Eide Bailly:

Eide Bailly LLP
Attn: General Counsel
800 Nicollet Mall Ste. 1300
Minneapolis, MN 55402

- d. **Dispute Resolution.** The following procedures shall be used to resolve any disagreement, controversy or claim ("Dispute") that may arise between the Parties at any time, whether the Dispute arises before or after execution of this Agreement.
 - (1) No Party may bring a lawsuit or other proceeding against the other Party relating in any way to their business relationship unless the Parties first mediate their Dispute. In

mediation, the Parties shall work in good faith to resolve the Dispute voluntarily with the aid of an impartial mediator.

- (2) The mediator will be selected by mutual agreement. If the Parties cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).
 - (3) Mediation shall be conducted in person in Minneapolis, MN.
 - (4) Each Party shall pay its own costs and attorneys’ fees arising from the mediation. The fees and expenses of the mediator shall be shared equally by the Parties.
 - (5) All other mediation procedures shall be as specified by the mediator.
- e. **HIPAA.** Unless agreed by Eide Bailly in a separate signed writing:
- (1) Client has not relied on Eide Bailly to opine upon Eide Bailly’s actual or potential status as a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented (“HIPAA”));
 - (2) Eide Bailly is not acting as a Business Associate on Client’s behalf;
 - (3) The Services and Deliverables may not be used to store, maintain, process, or transmit protected health information (a.k.a., “PHI”) (as that term is defined in HIPAA); and
 - (4) The Services and Deliverables will not be used in any manner that would require the Services or Deliverables to be HIPAA compliant.
- f. **Service Providers.** Eide Bailly may use third party Service Providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “Service Providers”) in order to facilitate delivering Services to Client. Eide Bailly’s use of Service Providers may require access to Client information by the Service Provider. Eide Bailly takes reasonable precautions to determine that Service Providers have the appropriate procedures in place to prevent the unauthorized release of Confidential Information to others. Eide Bailly will remain responsible for the confidentiality of Client Information accessed by such Service Provider and any work performed by such Service Provider.
- g. **Governing Law.** This Agreement shall be governed by, and any Dispute shall be determined under, the laws of the State of Minnesota, without regard to conflicts of law principles.
- h. **Venue.** Any Dispute that cannot be resolved by mediation shall be submitted to a federal or state court of original jurisdiction located in Minneapolis, MN.
- i. **Amendments.** This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.
- j. **Counterparts.** This Agreement and any Statements of Work incorporated herein may be executed in counterparts which together shall be construed as a single agreement.
- k. **Entire Agreement; Terms Binding.** This Agreement and any Statements of Work or Design Documentation incorporated herein constitute the entire agreement between the Parties concerning the Services and Deliverables and replaces and supersedes any prior oral or written understandings, communications, and representations between the Parties regarding the Services

or Deliverables. Client hereby confirms that all terms of this Agreement are material terms that are binding upon and enforceable against Client.

BY SIGNING BELOW, EACH PARTY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

City of Franklin

Eide Bailly LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of September 3, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of September 3, 2024.



License Committee Agenda*
Franklin City Hall Aldermen Room
9229 West Loomis Road, Franklin, WI
September 3, 2024 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:45 p.m.	CESC Fall 2024 Youth Soccer Festival/Tournament Person in Charge: Matthew Saric Location: Croatian Park-9140 S 76 th St Date of Event: Friday, September 27, 2024, Saturday, September 28, 2024 and Sunday, September 29,2024			
Amendment to Public Grant Application for Franklin Health Department 2024 Events	Add Date of Franklin Health Department Community Health Improvement Partner Meeting Fee Waiver: Park Permit Date of the Event: October 8, 2024 (Community Health Improvement Partner Meeting) Location: Pleasant View Park Pavilion			
Operator 2024-2025 New	Ashley Christen Ricky’s Double Barrel Inn			
Operator 2024-2025 New	Pedro Mata Jr. Little Cancun Restaurant			
Operator 2024-2025 New	Wenjuan Zheng Waha Buffet			
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 9/3/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated August 16, 2024 through August 29, 2024, Nos. 199073 through Nos. 199248 in the amount of \$ 3,909,799.89. Also included in this listing are EFT Nos. 5793 through EFT Nos. 5807, Library vouchers totaling \$ 38,828.00 and Water Utility vouchers totaling \$ 97,292.30. Voided checks in the amount of \$ (1,229.32) are separately listed.

Early release disbursements dated August 16, 2024 through August 28, 2024 in the amount of \$ 1,594,233.20 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT Nos. 523 through Nos. 527 and EFT Nos. 354 (S) through Nos. 355 (S) dated August 28, 2024 in the amount of \$ 3,804,574.47 which represents settlements from US Bank. There is an additional \$ 5,582,895.99 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated August 23, 2024 is \$ 490,023.47, previously estimated at \$ 473,000. Payroll deductions dated August 23, 2024 are \$ 509,481.15, previously estimated at \$ 522,000.

The estimated payroll for September 6, 2024 is \$ 469,000 with estimated deductions and matching payments of \$ 275,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of August 29, 2024 in the amount of \$ 3,909,799.89
- Payroll dated August 23, 2024 in the amount of \$ 490,023.47 and payments of the various payroll deductions in the amount of \$ 509,481.15 plus City matching payments and
- Estimated payroll dated September 6, 2024 in the amount of \$ 469,000 and payments of the various payroll deductions in the amount of \$ 275,000, plus City matching payments.

ROLL CALL VOTE NEEDED