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. <u>https://www.youtube.com/c/CityofFranklinWIGov</u>

CITY OF FRANKLIN COMMON COUNCIL MEETING* FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS 9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN AGENDA TUESDAY MAY 6, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of April 15, 2025.
- D. Hearings Notice is hereby given that the Common Council of the City of Franklin has declared its intention to exercise its police powers under Section 66.0701, Wisconsin Statutes, and Section 207-15, Franklin Municipal Code, to levy special assessments for sanitary sewer installation improvements, in the following locations: "South 80th Street bounded by West Ryan Road (STH 100) to the north and West Park Circle Way to the south." Notice is also hereby further given that on Tuesday, May 6th, 2025 at 6:30 p.m. the Common Council will be in session in its chambers at Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI, 53132 to hear all persons interested, their agents or attorneys, concerning the matter contained in the preliminary resolution and report, including proposed assessments.
- E. Organizational. Mayoral and Aldermanic Appointments:

Mayoral Appointment:

1. Michael Wielebski, 11043 W. Church St., Ald. Dist. 2-Technology Commission, 3 year term expiring 04/30/28.

Aldermanic Appointment:

- 2. Alderman Salous District 5 appointment of Faiza Awan, 9860 W. Saint Stephans Dr., Ald. Dist. 2-Board of Review, 3 year term expiring 04/30/28.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Final Resolution Directing Installation of, Payment, and Levy of Special Assessment for Installation of a Sanitary Sewer on South 80th Street from a point of connection at the intersection of West Ryan Road (STH 100) to a point of connection at West Park Circle Way.
 - 2. Engineering Department April 2025 Update.

- 3. Review and Consideration of JPM Acoustics Noise Vibration Revised Proposal for Sound Monitoring, Noise Mitigation, and Compliance Services – Ballpark Commons Development.
- 4. Request to allow for a maximum sound level of 60 dBA for the Rock'n Food Truck Rally Temporary Use permit for property located at 7005 S. Ballpark Drive (ROC Ventures, LLC, Applicant).
- 5. Request to allow for a maximum sound level of 65 dBA for the Franklin Field 2025 Temporary Use permit for property located at 7035 S. Ballpark Drive (ROC Ventures, LLC, Applicant).
- 6. An Ordinance to adopt the Unified Development Ordinance (UDO) Rewrite as Chapter 15 of the Municipal Code to replace and to repeal the current UDO (Ordinance No. 98-1493).
- 7. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budgets for the Street Improvement Fund for the City of Franklin for Fiscal Year 2025 to Carryover \$34,729 of Street Improvement Appropriations as an Amendment to the 2025 Budget.
- 8. A Resolution to Award the 2025 Local Street Improvement Program to the Lowest Bidder, Payne and Dolan Inc. in the Amount of \$2,031,991.83.
- 9. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Cape Crossing Subdivision, Phase 3 at approximately 12200 W. Ryan Road, TKN 890-1074-000.
- 10. A Resolution to Authorize a Professional Services Contract with Traffic Analysis & Design, Inc. to Provide Engineering Services to Review a Traffic Impact Analysis Report in the Amount of \$14,392.00.
- 11. A Resolution to Authorize a Professional Services Contract with Civiltech Engineering, Inc. to Provide Engineering Services for Puetz Road Pathway in the Amount of \$268,611.56.
- 12. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budget for the Capital Improvement Fund to Provide Additional Capital Improvement Appropriations Associated with the School Traffic Signal Project in the amount of \$2,000.
- 13. A Resolution to Award Change Order No. 1 to Zignego Company, Inc. to Provide a Detection System Upgrade to the Traffic Signal at S. 51st Street and S. Preserve Way for \$2,000.
- 14. A Resolution to Approve a Title and Wage Adjustment from Part-Time Parks Employee to Department of Public Works (DPW) Park Custodian.
- 15. Franklin Senior Citizens Travel Program Update for 2024 Year End.
- 16. Franklin Senior Citizens, Inc. Status Update.
- 17. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budgets for the Capital Outlay Fund to Transfer and Repurpose Unused Appropriations for the Microsoft Office 365 Relaunch and Domain Migration Projects.

- 18. Authorize DigiCorp as Primary Consulting Firm for Microsoft Office 365 Relaunch and Domain Migration Projects, Funding Accounts: 41-0144-5841, 41-0211-5841.
- 19. A Resolution to Authorize a Professional Services Contract with Terracon Consultants, Inc. to Provide Environmental Consulting and Sampling for the Fire Station #1 Capital Building Improvement Project of Mold Remediation and Reparation in the amount of \$5,975.00.
- 20. Request Common Council Approval to replace a defective furnace at Fire Station #2.
- 21. City of Franklin Health Department Annual Report: 2024.
- 22. A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 890-9994-000.
- 23. A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 753-0030-000.
- 24. A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 750-0015-000.
- 25. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budgets for the General Fund for the City of Franklin for Fiscal Year 2025 to Carryover \$4,950 of Economic Development Professional Services as an Amendment to the 2025 Budget.
- 26. 2024 Impact Fee Status and Recommendations.
- 27. Adjustment to Three Department Head Compensations to the 40th Percentile Market Benchmark.
- 28. A Resolution designating an Official Newspaper.
- H. Licenses and Permits: License Committee Meeting of May 6, 2025.
- 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:

May 8	Plan Commission	6:00 p.m.
May 20	Common Council	6:30 p.m.
May 22	Plan Commission	6:00 p.m.
May 26	City Hall Closed-Memorial Day	_

BLANK PAGE

- **ROLL CALL** A. The regular meeting of the Franklin Common Council was held on April 15, 2025, 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, Alderman Elect Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. Oaths of office were read for Alderman Peccarelli, District #1, Alderwoman Eichmann, District #2 and Alderman Salous, District #5. CITIZEN COMMENT **B**. Citizen comment period was opened at 6:34 p.m. and was closed at 6:34 p.m. C. **MINUTES** Alderman Hasan moved to approve the minutes of the Common April 2, 2025 Council meeting of April 2, 2025, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. HEARING: D. A public hearing was called to order on April 15, 2025 at 6:38 p.m. AMEND THE 2025 on a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Plan to change the City of Franklin 2025 Future COMPREHENSIVE MASTER PLAN FOR A Land Use Map for a property located at 7220 W. Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource PROPERTY 7220 W. **RYAN RD** Features (Approximately 3.72 acres) (ECE Hills, Applicant). Public hearing was closed at 6:38 p.m. ORD. 2025-2672 G.5. Alderwoman Eichmann moved to adopt Ordinance No. 2025-2672, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 AMEND THE 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY COMPREHENSIVE MASTER PLAN TO OF FRANKLIN 2025 FUTURE LAND USE MAP FOR CHANGE THE 2025 PROPERTY LOCATED AT 7220 W. RYAN ROAD FROM COMMERCIAL USE TO MIXED USE AND AREAS OF FUTURE LAND USE MAP FOR PROPERTY NATURAL RESOURCE FEATURES (APPROXIMATELY 3.72 LOCATED AT 7220 W. ACRES) (ECE HILLS, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried. RYAN RD
- COUNCIL PRESIDENT E.1. Mayor Nelson called for nominations for Common Council President.

Alderwoman Eichmann moved to nominate Alderwoman Eichmann as Common Council President.

Alderman Craig moved to nominate Alderwoman Day as Common Council President.

Hearing no further nominations and upon the request for a vote by secret ballot, the results were as follows: First round of secret paper voting: three votes for Alderwoman Day, three votes for Alderwoman Eichmann. Vote ended with a tie. A second secret paper vote was done. Second secret paper voting results: three votes for Alderwoman Day, three votes for Alderwoman Eichmann.

Mayor Nelson broke the tie with voting for Alderwoman Eichmann. Alderwoman Eichmann was declared the Common Council President.

E.2. Alderwoman Day moved to confirm the following Mayoral Aldermanic Appointments and the Boards and Commission Appointments:

1. Alderman Peccarelli-Finance Committee (1 year term expiring 04/20/26).

2. Alderman Peccarelli-Technology Commission (3 year term expiring 04/17/28).

3. Alderwoman Eichmann-Economic Development Commission (3 year term expiring 04/17/28).

4. Alderwoman Eichmann-Fair Commission (1 year term expiring 04/17/28).

5. Alderwoman Eichmann-License Committee (1 year term expiring 04/20/26).

6. Alderwoman Eichmann-Personnel Committee (3 year term expiring 04/17/28).

7. Alderman Hasan-Board of Health (1 year term expiring 04/20/26).

8. Alderwoman Day-Finance Committee (1 year term expiring 04/20/26).

9. Alderwoman Day-License Committee (1 year term expiring 04/20/26).

10. Alderwoman Day-Plan Commission (1 year term expiring 04/20/26).

11. Alderman Salous-Community Development Authority (3 year term expiring 04/17/28).

12. Alderman Salous-Plan Commission (1 year term expiring 04/20/26).

13. Alderman Salous-Quarry Monitoring Committee (3 year term expiring 05/01/28).

14. Alderman Craig-Finance Committee (1 year term expiring 04/20/26).

MAYORAL ALDERMANIC APPOINTMENTS

MAYORAL BOARDS AND E.3. COMMISSION APPOINTMENTS

15. Alderman Craig-Library Board (1 year term expiring 04/20/26).
16. Alderman Craig-License Committee (1 year term expiring 04/20/26).

17. Alderman Craig-Parks Commission (1 year term expiring 04/20/26).

18. Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 - Architectural Board (3 year term expiring 04/30/28).

19. Jim Arneson, 5188 W. Harvard Dr., Ald. Dist. 5 - Architectural Review Board (3 year term expiring 04/30/28).

20. Kenneth Sweeney, 11221 W. St Martins Rd., Ald. Dist. 6 - Fair Commission (3 year term expiring 04/30/28).

21. David Lindner, 4007 W. Acre Ave., Ald. Dist. 5 - Fair Commission (3 year term expiring 04/30/28).

22. John Trudeau, 11410 W Mayers Dr., Ald. Dist. 6 - Fair Commission (3 year term expiring 04/30/28).

23. Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 - Finance Committee (1 year term expiring 04/30/26).

24. Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4 - Finance Committee (1 year term expiring 04/30/26).

25. Mohammed Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 - Finance Committee (1 year term expiring 04/30/26).

26. John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 - Finance Committee (1 year term expiring 04/30/26).

27. James Martins, 8410 S. Fountain Ct., Ald. Dist. 1 - Fire and Police Commission (5 year term expiring 04/30/30).

28. Dr. Henry Wengelewski, 3643 W. Sharon Ln., Ald. Dist. 5 - Board of Health (2 year term expiring 04/30/27).

29. Wayne Hustad, 10320 W. St Martins Rd., Ald. Dist. 2 - Board of Health (2 year term expiring 04/30/27).

30. Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 - Board of Health (2 year term expiring 04/30/27).

31. Amy Serafin, 9951 S. 112th St., Ald. Dist. 6 - Parks Commission (3 year term expiring 04/30/28).

32. Mary Remington, 7600 S. Chapel Hill Dr., Ald. Dist. 6 - Parks Commission (3 year term expiring 04/30/28).

33. Jesse M. Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 - Parks Commission (3 year unexpired term expiring 04/30/26).

34. Richard Budny, 9237 S. 48th St., Ald. Dist. 4 - Personnel Committee (3 year term expiring 04/30/28).

35. Frank Prusko, 8007 S. Steepleview, Ald. Dist. 2 - Personnel Committee (3 year term expiring 04/30/28).

36. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 - Plan Commission (3 year term expiring 04/30/28).

37. Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 - Plan Commission (1 year term expiring 04/30/26).

38. David Woznicki, Jr., 4125 W. McGinnis Dr., Ald. Dist. 4 - Board of Public Works (3 year term expiring 04/30/28).

39. Charles Porter, 7946 S. North Cape Rd., Ald. Dist. 6 - Board of Public Works (3 year term expiring 04/30/28).

40. Jon TenHaken, 9257 S. Sherwood Dr., Ald. Dist. 4 - Mayoral Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).

41. Dina Swanson, 8146 S. 43rd St., Ald. Dist. 5 - District 5 Aldermanic Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).

42. Peter Jankowski, 8160 S. 77th St., Ald. Dist. 1 - District 1 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).

43. Dianna Peccarelli, 8018 S. Forest Meadows Dr., Ald. Dist. 1 - District 2 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).

44. Gregory Strowig, 8128 S. 77th St., Ald. Dist. 1 - Technology Commission (3 year term expiring 04/30/28).

45. James McWilliams, 4645 W. Sherwood Dr., Ald. Dist. 4 - Technology Commission (3 year term expiring 04/30/28).

46. Patrick Hammer, 9720 S. 112th St., Ald. Dist. 6 - Board of Zoning and Buildings Appeals as an Alternate Member (3 year term expiring 04/30/28).

47. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 - Board of Zoning and Building Appeals (3 year term expiring 04/30/28).

Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

- G.1. Alderman Hasan moved to confirm the Mayoral Appointment of the Department of Public Works as the Weed Commissioner and to charge a weed cutting fee of \$125.00 per hour for the calendar year 2025. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- G.2. Alderwoman Day moved to adopt Resolution No. 2025-8297, A RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR THE 2024 LOCAL STREET IMPROVEMENT PROGRAM TO DECREASE THE CONTRACT PRICE BY \$34,729.33. Seconded by Alderman Hasan. All voted Aye; motion carried.
- G 3. Alderwoman Eichmann moved to adopt Resolution No. 2025-8298, A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH TRC COMPANIES INC. IN THE AMOUNT OF \$4,303.51. Seconded by Alderman Salous. All voted Aye; motion carried.

MAYORAL C APPOINTMENT OF WEED COMMISSIONER/CUTTER

RES. 2025-8297 DECREASE CONTRACT PRICE OF 2024 LOCAL STREET IMPROVEMENT PROGRAM

RES. 2025-8298 TRC COMPANIES CONTAMINATED SOILS W. CORTEZ CIRCLE

ORD. 2025-2673 CREATE SECTION 15-3.0448 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE

RES. 2025-8299 (FINAL PLAT RIDGEWOOD RESERVE SUBDIVISION

RES. 2025-8300 G CONSERVATION EASEMENT RIDGEWOOD RESERVE SUBDIVISION

RES. 2025-8301 FINAL PLAT FOR CAPE CROSSING ADDITION NO. 2 SUBDIVISION

RES. 2025-8302 CONSERVATION EASEMENT AND SITE PLAN AND NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 8225, 8255, 8429, AND 8459 W. FOREST HILL AVE

- G.4. Alderman Hasan moved to adopt Ordinance No. 2025-2673, AN ORDINANCE TO CREATE PLANNED DEVELOPMENT DISTRICT NO. 43 (RYAN COMMONS) AND TO REZONE PROPERTY FROM R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 43 (7220 W. RYAN ROAD). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- G.7. Alderwoman Eichmann moved to adopt Resolution No. 2025-8299, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RIDGEWOOD RESERVE SUBDIVISION (GENERALLY LOCATED TO THE NORTH OF WEST DREXEL AVENUE, EAST OF SOUTH RIDGEWOOD DRIVE, AND WEST OF SOUTH 76TH STREET) (CREATIVE HOMES, INC., PROPERTY OWNER/APPLICANT). Seconded by Alderman Salous. All voted Aye; motion carried.
- G.6. Alderwoman Eichmann moved to adopt Resolution No. 2025-8300, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR RIDGEWOOD RESERVE SUBDIVISION (GENERALLY LOCATED TO THE NORTH OF WEST DREXEL AVENUE. EAST OF SOUTH RIDGEWOOD DRIVE, AND WEST OF SOUTH 76TH STREET) (CREATIVE HOMES, INC., **PROPERTY** OWNER/APPLICANT), subject to technical corrections by the city attorney. Seconded by Alderman Hasan. All voted Aye; motion carried.
 - G.8. Alderman Craig moved to adopt Resolution No. 2025-8301, A RESOLUTION CONDITIONALLY APPROVAL A FINAL PLAT FOR THE CAPE CROSSING ADDITION NO. 2 SUBDIVISION LOCATED AT 12200 W. RYAN ROAD (CAPE CROSSING, LLC, APPLICANT). Seconded by Alderman Salous. All voted Aye; motion carried.
 - G.9. Alderwoman Eichmann moved to adopt Resolution No. 2025-8302, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 8225, 8255, 8429, AND 8459 W. FOREST HILL AVENUE, FRANKLIN PUBLIC SCHOOLS, APPLICANT/OWNER, SUBJECT TO TECHNICAL CORRECTIONS BY THE CITY ATTORNEY. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. 2025-8303 2-LOT CERTIFIED SURVEY MAP 8570 S. 116TH ST.

- G.10. Alderman Craig moved to adopt Resolution No. 2025-8303, A RESOLUTION CONDITIONALLY APPROVING A 2-LOT CERTIFIED SURVEY MAP, BEING A PARCEL OF LAND LOCATED IN THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MONTGOMERY ROBERT G. - FAMILY TRUST, PROPERTY OWNER) (8570 S. 116TH STREET). Seconded by Alderman Salous. All voted Aye; motion carried.
- G.11. Alderman Hasan moved to allow the Director of Health and Human Services to accept the updated American Rescue Plan COVID Recovery Program contract to continue funding health department grants. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
 - G.12. Alderman Salous moved to approve the acceptance and execution of the Alliance WI Youth State Opioid Response (SOR4) Prevention Grant Agreement for opioid misuse prevention efforts. Seconded by Alderman Hasan. All voted Aye; motion carried.
- G.13. Alderman Hasan moved to approve the Fire Department request to dispose of a decommissioned pickup truck, two decommissioned lawn mowers and miscellaneous surplus equipment with any recovered funds returned to the Equipment Replacement Fund (42-0221-5811). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
 - G.14. Alderman Hasan moved to adopt Resolution No. 2025-8304, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 850-0019-000: AND DIRECT STAFF TO DIRECTLY REFUND THE ORIGINAL PROPERTY OWNER. Seconded by Alderman Salous. All voted Aye; motion carried.
 - G.15. Alderman Craig moved to adopt Resolution No. 2025-8305, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 748-9981-002; AND DIRECT STAFF TO DIRECTLY REFUND THE PROPERTY OWNER. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
 - G.16. Alderwoman Day moved to have staff meet with committees to discuss compliance from all city-supported public programs and to direct staff to review current budget levels, personnel support, and reporting expectations for the Senior Citizen Group, Senior Travel

AMERICAN RESCUE PLAN CORONAVIRUS FISCAL RECOVERY PROGRAM GRANT CONTRACT

OPIOID RESPONSE PREVENTION GRANT AGREEMENT

DISPOSAL OF A PICKUP TRUCK, TWO LAWN MOWERS, AND MISCELLANEOUS SURPLUS EQUIPMENT

RES. 2025-8304 PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 850-0019-000

RES. 2025-8305 PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 748-9981-002

FUNDING OVERSIGHT AND FINANCIAL REPORTING

ACCOUNTABILITY FOR PUBLIC PROGRAMS

ORD 2025-2674 AMEND § 36-1A(10) TO REMOVE "ENVIRONMENTAL COMMISSION" AND REPLACE WITH "PARKS COMMISSION"

CLOSED SESSION CITY OF FRANKLIN V BPC MASTER DEVELOPER LLC AND MICHAEL ZIMMERMAN

RES 2025-8306 ENGAGEMENT OF HALLING & CAYO FOR LITIGATION SUPPORT SERVICES

CLOSED SESSION POTENTIAL ACQUISITION OF 9371 W LOOMIS RD AND Program, St Martins Fair, and Civic Celebration, with recommendations for potential restructuring, funding adjustments, or policy revisions to be brought forward at a future meeting Seconded by Alderman Hasan All voted Aye, motion carried

- Alderman Hasan moved to adopt Ordinance No. 2025-2674, AN G 17. ORDINANCE TO AMEND § 36-1A(10) FINANCIAL DISCLOSURE, ENVIRONMENTAL COMMISSION, OF THE MUNICIPAL CODE, AND § 15-10 0208 SPECIAL EXCEPTIONS TO STREAM, SHORE BUFFER, NAVIGABLE WATER-RELATED, WETLAND, WETLAND BUFFER AND WETLAND SETBACK PROVISIONS, AND IMPROVEMENTS OR ENHANCEMENTS TO A NATURAL RESOURCE FEATURE, SUBSECTIONS B AND B2 D XI) OF THE UNIFIED DEVELOPMENT ORDINANCE. TO REMOVE "ENVIRONMENTAL COMMISSION", AND TO REPLACE "ENVIRONMENTAL COMMISSION" WITH "PARKS COMMISSION", RESPECTIVELY. Seconded by Alderwoman Eichmann All voted Aye, motion carried.
- G 18 Alderwoman Eichmann moved to enter closed session at 8 23 p.m pursuant to Wis Stat § 19 85(l)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v BPC Master Developer, LLC and Michael Zimmerman* Milwaukee County Circuit Court Case No 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan On roll call, all voted Aye Motion carried.

Mayor Nelson called a recess at 8.23 p.m Mayor Nelson reconvened at 8.30 p m.

Upon reentering open session at 9:00 pm, Alderwoman Day moved to adopt Resolution 2025-8306, A RESOLUTION AUTHORIZING THE ENGAGEMENT OF HALLING AND CAYO, S C FOR LITIGATION SUPPORT SERVICES, and to proceed as discussed in closed session Seconded by Alderman Craig. All voted Aye, motion carried

G 19 Alderman Craig moved to enter closed session at 9 02 pm. pursuant to Wis Stat § 19 85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 W Loomis Road (TKN 801-9995-000; 1 565 acres) and the property adjacent thereto (TKN 801-9996-000, 3 629 acres) for

PROPERTY ADJACENT THERETO public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9 16 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session Seconded by Alderman Hasan On roll call, all voted Aye Motion carried

MISCELLANEOUS LICENSES H Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of April 15, 2025

Grant New 2024-25 License to Xavier Mendoza & Yana Gensler, Grant New 2024-25 Operator License & Renewal 2025-26 Operator License to Carly Balaban, Brock Conover-Sturch, Frank Janiszewski, Amie Johnson, Kaitlyn Kruetzer, & Chen Xueye, Grant Renewal 2025-26 Operator License to Lynn Bagniewski, Hope Berens, Kelly Bramel, Adrianna Bratel, Tammy Bresette, Alyssa Dama, Jeffrey Deina, Marcus Drewek, Christopher Ewig, Corie Graf, Marina Gutierrez, Jenna Haley, Carinn Hoffmann, Matthew Holtz, Amber Ishaque, Shane Jaskie, Navdeep Kaur, Taylor Klafka, Manmohit Kumar, Mitcheal Lenski, Josiah McDonald, Alyssa Minturn, Ciarra Murray, Maja Nikolic, Rachel Nondahl, Lori Otto, Julie Palivoda, Miranda Peters, Vanessa Peterson, Katherine Pope, Kristen Rinke, Christine Rozewicz, Linda Rueth, Joshua Semanski, Rebekah Shallow, Agyapal Singh, Kaitlyn Sutton, Jazmin Vespalec, Raquel Zalewski, & Wenjuan Zheng:

Grant 2024-25 New Operator License Upon Update of Application to Tenesha Thomas-Leflore & Elizabeth Woodward,

Hold 2025-26 Renewal Operator License for Appearance to Justin Hoffmann,

Grant Class A Combination Change of Agent 2024-25 to Walgreen's #05884, Walgreen Co, Brian Furlick, Agent, 9527 S 27th St,

Grant Temporary Class "B" Beer And Temporary Entertainment & Amusement License to VFW Post 10394, St Martin's Labor Day Fair, Andrew Hushek, 11310 S Church St, 8/31/25 & 9/1/25,

Grant Amusement Device Operator 2025-26 License to National Entertainment Network, LLC, 246 S Taylor Ave, Unit 200, Louisville, CO 80027, Randall Chilton; Red's Novelty Ltd, 1921 S 74 St, West Allis, WI 53219, Jay Jacomet, Wisconsin P & P Amusement, N49W13477 Campbell Dr, Menomonee Falls, WI 53051, Michael Weigel,

		Grant Auto Salvage 2025-26 License to Al's Auto Salvage, Inc, DBA Al's Auto Salvage, 10942 S 124 th St, Albert Schill; Grant Day Care 2025-26 License to Jubilee Faith Center, Inc, DBA Jubilee Christian School, 3639 W Ryan Rd, Tanya Soich, L & T Norgel, LLC, DBA LMN's Operation Playground, 11224 W Forest Home Ave, Lisa Norgel, and Grant Mobile Home 2025-26 License to Badger MHP, LLC, DBA Badger Mobile Home Park, 6405 S 27 th St, Renee Peters, Franklin MHP Land, LLC, DBA Franklin MHP, 6361 S 27 th St, Andrew Freeman
		Seconded by Alderwoman Day. All voted Aye, motion carried
VOUCHERS AND PAYROLL	Ι	Alderman Hasan moved to approve City vouchers with an ending date of April 10, 2025 in the amount of \$750,808 56, and payroll dated April 4, 2025 in the amount of \$467,798 21 and payments of the various payroll deductions in the amount of \$266,025 99 plus City matching payments, and estimated payroll dated April 18, 2025 in the amount of \$531,000 and payments of the various payroll deductions in the amount of \$547,000 plus City matching payments, and estimated payroll dated May 2, 2025 in the amount of \$481,000 and payments of the various payroll deductions in the amount of \$270,000, plus City matching payments Seconded by Alderman Craig On roll call, all voted Aye. Motion carried
ADJOURNMENT	J	Alderman Hasan moved to adjourn the meeting of the Common Council at 9.20 p.m Seconded by Alderman Peccarelli All voted Aye, motion carried

BLANK PAGE

CITY OF FRANKLIN OFFICIAL NOTICE NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENT FOR INSTALLATION OF SANITARY SEWER ON SOUTH 80TH STREET BOUNDED BY WEST RYAN ROAD (STH 100) TO THE NORTH AND WEST PARK CIRCLE WAY TO THE SOUTH

NOTICE IS HEREBY GIVEN that the Common Council of the City of Franklin has declared its intention to exercise its police powers under Section 66.0701, Wisconsin Statutes, and Section 207-15, Franklin Municipal Code, to levy special assessments for sanitary sewer installation improvements, in the following locations:

"South 80th Street bounded by West Ryan Road (STH 100) to the north and West Park Circle Way to the south."

A report showing proposed plans and proposed assessments and other data is on file in the Clerk's Office at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, 53132.

NOTICE IS HEREBY GIVEN that such report is open for review and inspection from Monday through Friday, between the hours of 9:00 a.m. and 12 noon and 1:00 p.m. and 4:30 p.m. and will be so continued for the period of ten (10) days after the date of publication of this notice.

NOTICE IS ALSO HEREBY FURTHER GIVEN that on <u>TUESDAY, MAY 6TH, 2025 at 6:30</u> <u>p.m.</u> the Common Council will be in session in their chambers at Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI, 53132 to hear all persons interested, their agents or attorneys, concerning the matter contained in the preliminary resolution and report, including proposed assessments.

If you have any questions, contact City Engineer Michael Paulos at 414-266-9086.

By order of the Common Council of the City of Franklin, Wisconsin, the 2nd day of April, 2025.

Shirley Roberts, City Clerk

Please publish: April 9, 2025

BLANK PAGE

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 5-6-2025			
ORGANIZATIONAL BUSINESS	Mayoral and Aldermanic Appointments	ITEM NUMBER E.			
Mayoral Appointm	ient				
	relebski, 11043 W Church St, Ald Dist. 2-Technology Commis a expiring 04/30/28	55101,			
Aldermanic Appoi	ntment				
	Salous District 5 appointment of Faiza Awan, 9860 W Saint Sonst 2-Board of Review, 3 year term expiring 04/30/28.	tephans			
	COUNCIL ACTION				
Motion to confirm	the following Mayoral and Aldermanic Appointments.				
Mayoral Appointm	nent				
	 Michael Wielebski, 11043 W. Church St, Ald Dist 2-Technology Commission, 3 year term expiring 04/30/28. 				
Aldermanıc Appoi	ntment				
	Salous District 5 appointment of Faiza Awan, 9860 W Saint Step Dist 2-Board of Review, 3 year term expiring 04/30/28	ohans			
ROLL CALL VOTE					
CLERKDEPT					

Maggie Poplar

Name:FAIZA AWANPhoneNumber:fawan@shorewest comYearsasResident:20Alderman:5ArchitecturalBoard:onCivicCelebrations:	From: Sent: To: Subject:	volunteerfactsheet@franklinwi info Friday, April 25, 2025 8 45 AM Lisa Huening, Shirley Roberts, Maggie Poplar Volunteer Fact Sheet
EmailAddress:fawan@shorewest.comYearsasResident:20Alderman:5ArchitecturalBoard:onCivicCelebrations:CommunityDevelopmentAuthority:EconomicDevelopmentCommission:-EnvironmentalCommission:-FinanceCommittee:-FairCommission:-BoardofHealth:-FirePoliceCommission:-ParksCommission:-ParksCommission:-PianCommission:-ParksCommission:-ParksCommission:-PersonnelCommittee:-BoardofReview:-BoardofReview:-BoardofReview:-BoardofReview:-BoardofReview:-BoardofReview:-BoardofZoning:-WasteFacilitiesMonitoringCommittee:-BoardofZoning:-WasteFacilitiesMonitoringCommittee:-BoardofZoning:-WasteFacilitiesMonitoringCommittee:-BoardofZoning:-WasteFacilitiesMonitoringCommittee:-BoardofZoning:-VasteFacilitiesMonitoringCommittee:-BoardofZoning:-Shorewest-CompanyAameJob1:-CompanyAameJob1:-CompanyNameJob2:-AddressJob2:-TelephoneJob2:-AddressJob2:-Factorions-Factorions-Factorions-	Name:	FAIZA AWAN
YearsasResident:20Alderman:5ArchitecturalBoard:onCivicCelebrations:.CommunityDevelopmentAuthority:.EconomicDevelopmentCommission:.EnvironmentalCommission:.FinanceCommittee:.FairCommission:.BoardofHealth:.FirePoliceCommission:.ParksCommission:.ParksCommission:.PianCommission:.PianCommission:.ParksCommission:.ParksCommission:.ParksCommission:.ParksCommission:.ParksCommission:.ParksCommission:.PoardofReview:.BoardofReview:.BoardofReview:.BoardofZoning:.WasteFacilitiesMonitoringCommittee:.BoardofZoning:.WasteFacilitiesMonitoringCommittee:.BoardofZoning:.WasteFacilitiesMonitoringCommittee:.BoardofZoning:.WasteFacilitiesMonitoringCommittee:.BoardofZoning:.Shorewest.CompanyAameJob1:.CompanyAddressJob1:.CompanyNameJob1:.CompanyNameJob2:.AddressJob2:.TelephoneJob2:.AddressJob2:.ParksCommission:.ParksCommission:.ParksCommission:.ParksCommis	PhoneNumber:	
Alderman:5ArchitecturalBoard:onCivicCelebrations:onCommunityDevelopmentAuthority:EconomicDevelopmentCommission:EconomicDevelopmentCommission:Image: State S	EmailAddress:	fawan@shorewest com
ArchitecturalBoard:onCivicCelebrations:CommunityDevelopmentAuthority:EconomicDevelopmentCommission:EnvironmentalCommission:EnvironmentalCommission:FinanceCommittee:FairCommission:BoardofHealth:FirePoliceCommission:ParksCommission:ParksCommission:LibraryBoard:PlanCommission:PersonnelCommittee:BoardofReview:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:VasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:VasteFacilitiesMonitoringCommittee:CompanyNameJob1:ShorewestCompanyAddressJob1:Aut-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	Yearsas Resident:	20
CivicCelebrations: CommunityDevelopmentAuthority: EconomicDevelopmentCommission: EnvironmentalCommission: FinanceCommittee: FairCommission: BoardofHealth: FirePoliceCommission: ParksCommission: ParksCommission: ParksCommission: ParksCommission: ParksCommittee: BoardofPublicWorks: QuarryMonitoringCommittee: FoendogVommission: TourismCommission: FureInnologyCommission: TourismCommission: BoardofZoning: WasteFacilitiesMonitoringCommittee: BoardofZoning: WasteFacilitiesMonitoringCommittee: CompanyNameJob1: CompanyAddressJob1: CompanyAddressJob1: CompanyNameJob1: CompanyNameJob1: CompanyNameJob2: AddressJob2: TelephoneJob2: CompanyNameJob2: AddressJob2: TelephoneJob2: CompanyNameJob2: CompanyN	Alderman:	5
CommunityDevelopmentAuthority:EconomicDevelopmentCommission:EnvironmentalCommission:FinanceCommittee:FairCommission:BoardofHealth:FirePoliceCommission:ParksCommission:ParksCommission:ParksCommission:ParksCommission:ParksCommission:ParksCommission:PianCommission:PersonnelCommittee:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:PoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:VasteFacilitiesMonitoringCommittee:CompanyNameJob1:ShorewestCompanyAddressJob1:StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:FilephoneJob2:		on
EconomicDevelopmentCommission:EnvironmentalCommission:FinanceCommittee:FairCommission:BoardofHealth:FirePoliceCommission:ParksCommission:ParksCommission:LibraryBoard:PlanCommission:PersonnelCommittee:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:GorpanyNameJob1:ShorewestCompanyAddressJob1:StartDateandPositionJob1:EndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	CivicCelebrations:	
EnvironmentalCommission:FinanceCommittee:FairCommission:BoardofHealth:FirePoliceCommission:ParksCommission:ParksCommission:LibraryBoard:PlanCommission:PersonnelCommittee:BoardofReview:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:GompanyNameJob1:ShorewestCompanyNameJob1:StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:KadressJob2:TelephoneJob2:	CommunityDevelopmentAuthor	rity:
FinanceCommittee:FairCommission:BoardofHealth:FirePoliceCommission:ParksCommission:ParksCommission:ParksCommission:ParksCommission:PlanCommission:PersonnelCommittee:BoardofReview:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TechnologyCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:ShorewestCompanyNameJob1:ShorewestCompanyAddressJob1:StartDateandPositionJob1:LindDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	EconomicDevelopmentCommise	sion:
FairCommission:BoardofHealth:BoardofHealth:FirePoliceCommission:ParksCommission:ParksCommission:ParksCommission:PlanCommission:PersonnelCommittee:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	EnvironmentalCommission:	
BoardofHealth: FirePoliceCommission: ParksCommission: LibraryBoard: PlanCommission: PersonnelCommittee: BoardofReview: BoardofPublicWorks: QuarryMonitoringCommittee: TechnologyCommission: TourismCommission: BoardofZoning: WasteFacilitiesMonitoringCommittee: BoardofZoning: WasteFacilitiesMonitoringCommittee: BoardofZoning: CompanyNameJob1: CompanyAddressJob1: CompanyAddressJob1: AddressJob2: AddressJob2: StartDateandPositionJob1: CompanyNameJob2: Company	FinanceCommittee:	
FirePoliceCommission:ParksCommission:ParksCommission:LibraryBoard:PlanCommission:PersonnelCommittee:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:June 2017/ RealtorEndDateandPositionJob1:June 2017/ RealtorAddressJob2:TelephoneJob2:	FairCommission:	
ParksCommission:LibraryBoard:PlanCommission:PersonnelCommittee:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:June 2017/ RealtorEndDateandPositionJob1:June 2017/ RealtorAddressJob2:TelephoneJob2:	BoardofHealth:	
LibraryBoard: PlanCommission: PersonnelCommittee: BoardofReview: BoardofPublicWorks: QuarryMonitoringCommittee: TechnologyCommission: TourismCommission: BoardofZoning: WasteFacilitiesMonitoringCommittee: BoardofZoning: VasteFacilitiesMonitoringCommittee: BoardWaterCommissioners: CompanyNameJob1: CompanyAddressJob1: Atta-423-1500 StartDateandPositionJob1: CompanyNameJob2: AddressJob2: TelephoneJob2:	FirePoliceCommission:	
PlanCommission:PersonnelCommittee:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:CompanyNameJob1:CompanyAddressJob1:ShorewestCompanyAddressJob1:StartDateandPositionJob1:LindDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	ParksCommission:	
PetsonnelCommittee:BoardofReview:BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	LibraryBoard:	
BoardofReview: BoardofPublicWorks: QuarryMonitoringCommittee: TechnologyCommission: TourismCommission: BoardofZoning: WasteFacilitiesMonitoringCommittee: BoardWaterCommissioners: CompanyNameJob1: Shorewest CompanyAddressJob1: 6725 w Layton ave, Greenfield WI 53220 TelephoneJob1: 414-423-1500 StartDateandPositionJob1: June 2017/ Realtor EndDateandPositionJob1: June 2017/ Realtor EndDateandPositionJob1: CompanyNameJob2: AddressJob2:	PlanCommission:	
BoardofPublicWorks:QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:LompanyNameJob2:AddressJob2:TelephoneJob2:	PersonnelCommittee:	
QuarryMonitoringCommittee:TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:CompanyAddressJob1:CompanyAddressJob1:ShorewestCompanyAddressJob1:StartDateandPositionJob1:Lune 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:		
TechnologyCommission:TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:EndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	BoardofPublicWorks:	
TourismCommission:BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	QuarryMonitoringCommittee:	
BoardofZoning:WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:FelephoneJob2:TelephoneJob2:StartDateandPositionZob2:	TechnologyCommission:	
WasteFacilitiesMonitoringCommittee:BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:TelephoneJob2:StartDateandPositionJob1:	TourismCommission:	
BoardWaterCommissioners:CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:TelephoneJob2:StartDateandPositionJob1:	BoardofZoning:	
CompanyNameJob1:ShorewestCompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:414-423-1500TelephoneJob2:414-423-1500	WasteFacilitiesMonitoringCom	mittee:
CompanyAddressJob1:6725 w Layton ave, Greenfield WI 53220TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	BoardWaterCommissioners:	
TelephoneJob1:414-423-1500StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	CompanyNameJob1:	Shorewest
StartDateandPositionJob1:June 2017/ RealtorEndDateandPositionJob1:CompanyNameJob2:AddressJob2:TelephoneJob2:	CompanyAddressJob1:	6725 w Layton ave, Greenfield WI 53220
EndDateandPositionJob1: CompanyNameJob2: AddressJob2: TelephoneJob2:		414-423-1500
CompanyNameJob2: AddressJob2: TelephoneJob2:	StartDateandPositionJob1:	June 2017/ Realtor
AddressJob2: TelephoneJob2:	EndDateandPositionJob1:	
TelephoneJob2:	CompanyNameJob2:	
	AddressJob2:	
StartDateandPositionJob2:	TelephoneJob2:	
	StartDateandPositionJob2:	

EndDateandPositionJob2:	
CompanyNameJob3:	
AddressJob3:	
TelephoneJob3:	
Start Date and Position Job 3:	
EndDateandPositionJob3:	
Signature:	FAIZA Awan
Date:	04/25/2025
Signature2:	FAIZA AWAN
Date2:	04/25/2025
Address:	9860 west Saint Stephans drive, Franklın WI 53132
PriorityListing:	
WhyInterested:	I would like to give back to my community.
DescriptionofDutiesJob1:	Real esate sales person
Description of Duties Job 2:	
Description of Duties Job 3:	
AdditionalExperience:	Have interest in building, design and development.
See Current Results	

Maggie Poplar

From: Sent: To: Subject:	volunteerfactsheet@franklinwi info Tuesday, August 27, 2024 12 43 PM Lisa Huening, Shirley Roberts, Maggie Poplar Volunteer Fact Sheet
Name:	Michael Wielebski
PhoneNumber:	
EmailAddress:	wemilk@gmail com
YearsasResident:	0
Alderman:	4
ArchitecturalBoard:	
CivicCelebrations:	
CommunityDevelopmentAuthor	rity:
EconomicDevelopmentCommiss	sion:
EnvironmentalCommission:	on
FinanceCommittee:	
FairCommission:	
BoardofHealth:	
FirePoliceCommission:	
ParksCommission:	
LibraryBoard:	
PlanCommission:	
PersonnelCommittee:	
BoardofReview:	
Board of Public Works:	
QuarryMonitoringCommittee:	
TechnologyCommission:	on
TourismCommission:	
BoardofZoning:	
WasteFacilitiesMonitoringCom	nittee:
BoardWaterCommissioners:	
CompanyNameJob1:	Rockwell Automation
CompanyAddressJob1:	6400 W Enterprise Dr
TelephoneJob1:	4143395482
StartDateandPositionJob1:	3-15-2004 / Project Engineer
EndDateandPositionJob1:	n/a
CompanyNameJob2:	
AddressJob2:	
TelephoneJob2:	
StartDateandPositionJob2:	

EndDateandPositionJob2:	
CompanyNameJob3:	
AddressJob3:	
TelephoneJob3:	
StartDateandPositionJob3:	
EndDateandPositionJob3:	
Signature:	Michael Wielebskı
Date:	8/27/2024
Signature2:	Michael Wielebski
Date2:	8/27/2024
Address:	11043 W Church St.
PriorityListing:	1. Technology 2. Environmental
WhyInterested:	I have a passion for engineering/security and could apply my skills to help serve the community. My other passion is the environment and our relation ship to it.
DescriptionofDutiesJob1:	Responsible for Functional Safety/Security design for PowerFlex Drives. TUV Functional Safety Certification #5864/12 TUV Cyber Security in Industrial Automation #156/18
Description of Duties Job 2:	
Description of Duties Job 3:	
AdditionalExperience:	Interest in natural sciences, invasive species, volunteered while my children attended Schlitz Audubon Nature Preschool.
See Current Results	

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
REPORTS AND RECOMMENDATIONS	A Final Resolution Directing Installation of, Payment, and Levy of Special Assessment for Installation of a Sanitary Sewer on South 80th Street from a point of connection at the intersection of West Ryan Road (STH 100) to a point of connection at West Park Circle Way	item number G.I.

BACKGROUND

On November 13th, 2024 the City of Franklin opened bids for the Department of Public Works Campus Utilities Project The Common Council awarded the project to UPI Construction LLC at the Common Council meeting on November 19th, 2024 (item G.8) in the amount of \$651,561 00.

On April 2nd, 2025, the Common Council approved the preliminary resolution to declare its intent to exercise its police powers under Municipal Code §207-15D. and §66.0703(4) of the Wisconsin Statutes, for the special assessments for the project and the properties to be specially benefitted thereby.

An Engineers Report has been created and was made available for public inspection in the Office of the City Clerk. A public notice was published in the newspaper and mailed to each affected homeowner, informing them of the proposed assessments. A public hearing is to be held on May 6th, 2025, at which time the Common Council will receive comments from all interested persons and review the proposed assessments.

Pursuant to Municipal Code §207-15J and §66 0701 of the Wisconsin Statutes, it is necessary for the Common Council to adopt a final resolution to commence the special assessment process, with it's intension to the exercise the powers therefore authorized by Municipal Code §207-15 and §66.0703(4) of the Wisconsin Statutes, for the special assessments for the project and the properties to be specially benefitted thereby.

ANALYSIS

The finalized assessment roll is included with the Engineers Report dated April 9, 2025, and totals \$259,052.65 for the three properties.

The assessment policy is deemed as no deferment. The sanitary sewer is active and available to the benefited properties

FISCAL NOTE

The 2025 approved Sewer budget has allocated enough funding for this project Special assessment for this project will allocate \$259,052 65 of the project costs.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No 2025-______a final resolution directing installation of, payment, and levy of special assessment for installation of a sanitary sewer on South 80th Street from a point of connection at the intersection of West Ryan Road (STH 100) to a point of connection at West Park Circle Way

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025-____

A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT, AND LEVY OF SPECIAL ASSESSMENT FOR INSTALLATION OF A SANITARY SEWER ON SOUTH 80TH STREET FROM A POINT OF CONNECTION AT THE INTERSECTION OF WEST RYAN ROAD (STH 100) TO A POINT OF CONNECTION AT WEST PARK CIRCLE WAY

WHEREAS, the installation of a sanitary sewer public improvement on South 80th Street from a point of connection at the intersection of West Ryan Road (STH 100) to a point of connection at West Park Circle Way is deemed necessary in the interest of public health, safety, and welfare, and will benefit the abutting property owners; and

WHEREAS, the Common Council has declared its intent to exercise its police powers under Section 207-15 of the Franklin Municipal Code and Section 66.0701 of the Wisconsin Statutes, determining that this public improvement project is necessary for the well-being of the public and affected property owners; and

WHEREAS, the Office of the City Engineer has prepared and filed a special assessment report, which includes plans and specifications, an estimate of total project costs, and the proposed assessment for each affected parcel, and such report has been made available for public inspection in the Office of the City Clerk; and

WHEREAS, the City Clerk provided notice to affected property owners by mail on April 9, 2025, and published a notice in the official newspaper on April 9, 2025, pursuant to legal requirements, informing them of the proposed assessments and the opportunity to provide input; and

WHEREAS, a public hearing was held on May 6, 2025, at which time the Common Council heard comments from all persons who wished to speak.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that:

- 1. The work and improvements for the installation of the sanitary sewer on South 80th Street from a point of connection at the intersection of West Ryan Road (STH 100) to a point of connection at West Park Circle Way are directed to be carried out.
- 2. The City Engineer's Report, including plans and specifications, cost estimates, and special assessment allocations, is hereby approved, and the project shall proceed in accordance with the report.
- 3. Payment for the improvement shall be made by assessing the cost to the abutting properties as outlined in the City Engineer's Report. Assessments may be paid in full in

2025-____ RES (FINAL RESOLUTION SPECIAL ASSESSMENT SANITARY SEWER SOUTH 80TH STREET) Page 2

one (1) payment or in twelve (12) annual installments, with interest at a rate of 6% per annum to the City Treasurer.

- 4. The due date of any special assessment levied hereunder shall be due immediately following the sanitary sewer being active and available.
- 5. Any unpaid special assessments shall be placed upon the tax roll as a delinquent tax, in accordance with Section 66.0701 of the Wisconsin Statutes.
- 6. The City Clerk is directed to publish this resolution as a Class I notice under Chapter 985 of the Wisconsin Statutes and to mail a copy of this Resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can be ascertained with reasonable diligence.
- 7. Any person who has an interest in property upon which a special assessment has been levied hereunder and the person is aggrieved by this special assessment may, within forty (40) days after the adoption of this Resolution and the date of mailing of this Resolution to the subject person interested in the property by the City Clerk, appeal to the Circuit Court for Milwaukee County, as provided in Section 66.0701 of the Wisconsin Statutes and Section 207-15 of the Franklin Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Franklin on this 6th day of May 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin on this 6th day of May 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

Engineer's Report for:

Sanitary Sewer Extension on

S. 80th Street from W. Ryan Road to W. Park Circle Way

April 9, 2025

Prepared Pursuant to Franklin Municipal Code Sections §207-15 and §207-20



Exhibit A.

Michael N. Paulos, PE City Engineer Engineer's Report Sanitary Sewer Extension on S. 80th St. from W. Ryan Rd. to W. Park Circle Way April 9, 2025 Page 2 of 4

Description of Area:

The proposed sanitary sewer extension is part of the Department of Public Works Campus Utilities Project. The project includes utility relays and extensions to support essential infrastructure updates. The limits extend from W. Ryan Road (STH 100) south to a point of connection near W. Park Circle Way. This sanitary sewer extension will serve 4 adjacent properties.

Final Plans

Final Plans have been prepared by Foth (Exhibit B).

Project Costs

The project was bid on November 13th, 2024 and a contractor was selected though a public bidding process in compliance with State Statutes.

Item Description	Quantity	Units	Unit Price	Total
8" Dia. PVC Sanitary Main,	1607	LF	\$162.00	\$260,334.00
Spoil Backfill				
8" Dia. PVC Sanitary Main -	177	LF	\$354.00	\$62,658.00
Granular Backfill				
Sanitary Sewer Manhole, 48-	122	VF	\$289.00	\$35,258.00
inch				
Connection to Existing Sanitary	1	EA	\$2,500.00	\$2,500.00
Sewer Main				
Mobilization/Demobilization	1	LS	\$1,000.00	\$1,000.00
Traffic Control	1	LS	\$2,000.00	\$2,000.00
Clearing and Grubbing	1	LS	\$9,100.00	\$9,100.00
Sawcut Pavement, Full Depth	745	LF	\$2.00	\$1,490.00
Remove and Replace Signing	1	LS	\$1,500.00	\$1,500.00
Tracking Pad	1	EA	\$1,500.00	\$1,500.00
Silt Fence	1855	LF	\$2.00	\$3,710.00
Inlet Protection	8	EA	\$85.00	\$680.00
16% administrative,	1	LS	\$61,076.80	\$61,076.80
engineering, and inspection fees				
			Total	\$442,806.80

The costs to be assessed to Benefited Properties is shown in Table 1.

Table 1. Project Costs

Benefited Properties

Properties that benefit from the project are assessed. For this project, there are three properties shown on Exhibit A and in Table 2.

Engineer's Report Sanitary Sewer Extension on S. 80th St. from W. Ryan Rd. to W. Park Circle Way April 9, 2025 Page 3 of 4

Owner	Address	Tax Key No.	Assessment Footage (ft)
FRANKLIN CITY OF	7811 W. Ryan Rd.	896 9990 001	1,489.55
FRANKLIN PUBLIC SCHOOLS	W. Ryan Rd	896 9996 001	956.60
GEN3 VENTURES LLC	8035 W. Ryan Rd	896 9996 002	200.04
GEN3 VENTURES LLC	9545 S. 80th St	896 9996 003	399.95
Project Total for Assessment Cald	culations	-	3,046.14

Table 2. Benefited Properties and Assessable Footage

There are instructions in Section 207-20 on how to assign assessment footage for each parcel. Most notably, no assessment shall be less than 100 feet. There are also instructions on how to assess for corner lots. The assessable frontage for each benefited property is shown above and in total, there is 3,046.14 linear feet of assessible footage for the project.

Given the project costs shown in Table 1, the costs for each parcel are \$442,806.80 / 3,046.14 feet = \$145.37 / linear feet. This is less than the 2024 allowable assessment rates of \$146.73 for single family residential zoned lots and \$180.08 for multifamily zoned lots, based on Engineering News-Record (ENR) Construction Cost Index (CCI) 20-City National Average. Therefore, the \$145.37 / linear feet for the construction of the sanitary sewer will prevail.

Sanitary laterals were bid out as part of the DPW Campus Utilities Project. Pursuant to Franklin Municipal Code Section 207-21, sanitary laterals shall be assessed for the actual cost plus 16%. Therefore, the cost per lateral is 14,125.50 + 16% = 16,385.58.

Based on the above bid costs, a summary of the assessments for each property is shown in Table 3.

Address	Assessment Footage	Assessment for the Sanitary Sewer	Assessment for the Sanitary Lateral	Total Assessment
7811 W. Ryan Rd.	1,489.55	\$0.00	\$0.00	\$0.00
W. Ryan Rd.	956.60	\$139,060.94	\$0.00	\$139,060.94
8035 W. Ryan Rd.	200.04	\$29,079.81	\$16,385.58	\$45,465.39
9545 S. 80 th St.	399.95	\$58,140.73	\$16,385.58	\$74,526.31
Totals:	3,046.14	\$226,281.49	\$32,771.16	\$259,052.65

Table 3. Schedule of the Proposed Assessments

Property Taken or Damaged

It is not anticipated that this project will need additional property or damage property outside of the public right-of-way.

Benefits

As the City Engineer, I state that the properties discussed herein against which the assessments are proposed are benefited in the following five ways:

1. Assurance of treatment by a wastewater treatment facility

Engineer's Report Sanitary Sewer Extension on S. 80th St. from W. Ryan Rd. to W. Park Circle Way April 9, 2025 Page 4 of 4

- 2. Elimination of the need for maintenance and repair of individual on-site septic systems
- 3. Elimination of the potential for contamination of groundwater serving private water supply wells, by pathogenic or disease-causing microorganisms present in wastewater
- 4. Elimination of the potential of odors due to wastewater from on-site septic systems seeping out of the ground during seasonal periods of high groundwater
- 5. The developability of vacant, under-developed or partially developed properties which are deferred from development by the lack of municipal sanitary sewer systems causing a negative impact on the fair market value

End of Engineer's Report for sanitary sewer extension on S. 8th St. from W. Ryan Rd. to W. Park Circle Way.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		5/6/2025
REPORTS &	ENGINEERING DEPARTMENT – APRIL 2025	ITEM NUMBER
RECOMMENDATIONS	UPDATE	G.2.

BACKGROUND

Strategic Partnerships and Progress: Building a Stronger Infrastructure for the Future

The City of Franklin Engineering Department has undertaken significant projects moving into 2025 to address critical infrastructure needs, support municipal growth, and enhance public services. This update summarizes key projects, costs, challenges, and continued plans for 2025

Summary of Expenses

Graef Contract Overview⁻

• Graef-USA, Inc has been providing municipal engineering services under the agreement approved by the Council on August 27, 2024.

• Contract Amendment Costs.

- Amendment No 1 was approved on December 3, 2024, which added an additional not-to-exceed \$50,000 for continued municipal engineering services under the August 2024 agreement with the City (totaling \$100,000).
- Amendment No 2 was approved through Resolution 2025-8252, dated January 21, 2025, for continued services under the financial terms as outlined in the Master Services Agreement, which provides for funding of services on a time-and-materials basis derived from specific project budgets and unfilled positions within the City Engineering Department.

• Payments to Date

General Services

 As of April 9, 2025, the City has paid Graef \$199,559 37 for services under the agreement These services include plan reviews, drafting, addressing resident property concerns and code enforcement, fielding resident phone calls, attending weekly staff meetings (approximately two hours weekly), and providing critical project oversight

• Key projects supported include:

- 2024 & 2025 Road Programs
- DPW Expansion Project
- Water Tower/Water Main Extension
- Puetz Pathway
- 116th Street Trail
- Loomis Pathway
- Ryan Rd & 76th St. Sanitary Sewer Extension
- St Martins Rd Water Main Extension
- Citywide Stormwater Management and Utility Reviews
- TID 8 and Oak Creek-Franklin water project and temporary sewer coordination
- Assisting the Fire Department with the Johnson Controls, Inc. project and related meetings.

- WDNR MS4 Permit
- MMSD Annual Report
- Corporate Park
- Ryan Road (STH 100) Reconstruction Project coordination
- Contributed Capital Report
- Tier II Reporting
- PPII Project
- Franklin Fire Station 1 Remediation Project

Pass-Through Costs*

- As of April 9, 2025, the City has paid Graef \$31,573.22 for development-related services that will be pass-through costs to the City. These include projects such as:
 - Crossroads Redevelopment
 - Lake Grove
 - Tsunami Express Car Wash
 - Communities of Crocus
 - Carma Labs
 - Megna Property
 - Project Cross
 - W. Ryan Road CSM
 - Hickory Street/Oakwood Dr. We Energies Duct Package
 - Ridgewood Subdivision

*Pass-through costs are expenses incurred on behalf of a client or project and directly billed to them without a 5% City administration fee included. Essentially, the organization or service provider pays for something upfront (such as materials, subcontractor services, or permits) and then passes that exact cost on to the client for reimbursement.

Additional Projects

- Graef has also provided services for:
 - 10001 Church Street Redevelopment
 - Great Water Alliance
 - Seasons Development
 - MCDOT S. 76th Street from W. South County Line to S. Creekview Ct
 - Franklin High School Expansion

Through this partnership, Graef has become an integral extension of the City's Engineering Department, addressing critical needs and ensuring projects are executed with efficiency and expertise.

Engineering Department Staffing

- Graef has played a critical role in addressing staffing shortages within the Engineering Department, effectively bridging the gap to ensure the City's projects and services continue without disruption.
- Key services provided include:
 - **Plan Reviews and Drafting:** Ensuring project plans meet City standards and comply with regulatory requirements.
 - Construction Oversight: Providing expert supervision and quality assurance for ongoing infrastructure projects.
 - Support for Street Improvement and Utility Projects: Offering expertise to manage complex initiatives efficiently.

- Resident Engagement: Participating in meetings and phone calls to address resident concerns and resolve property-related issues
- Scheduled Meetings with City Staff: Attending weekly sessions to coordinate and align engineering efforts with City priorities
- Collaboration with City Staff: Working closely with internal teams to enhance and maximize the City's internal capabilities, reducing the need for external consulting in certain areas

Through Graef's involvement, the City has maintained momentum on vital projects while leveraging a broad spectrum of engineering expertise, ensuring operational efficiency and responsiveness to community needs

Projects Since August 2024

- TID 8.
 - Collaborate with We Energies on utility work to ensure compliance with city standards and minimize public disruption.
- Crossroads Redevelopment
 - Working with developers to determine the next steps for this redevelopment initiative.
- Lake Grove
 - o Permitting, resolutions, and maintenance agreements are in progress.
- Communities of Crocus:
 - Special Use Permit, Comprehensive Master Plan (CSM) amendment, and rezoning have been approved
- Puetz Pathway
 - o Design and contractor selection are ongoing to improve pedestrian and cyclist access.
- 116th Street Trail
 - o Construction administration and inspection services.
- Water Tower and Water Main Extensions:
 - o Contract C construction has started Construction administration activities ongoing
 - Prepared engineers' reports for public hearings regarding water main assessments.
- Loomis Pathway Enhancements
 - o Assessments and planning are in progress to enhance pathways along Loomis Road.
- MMSD PPII Project
 - o Coordination with MMSD for the next PPII project
- DPW Campus Utilities Project
 - Construction is nearing completion.
 - o S 80th St sanitary sewer t be specially assessed
 - Preliminary resolution was passed by Common Council on April 2nd
 - Engineers Report completed and public hearing notices sent out.

• Tsunami Express Car Wash:

- o Coordinated with the Developer and reviewed traffic impact analysis study (TIA)
- o Attended plan commission meeting
- 2024 Road Program:
 - Reviewing pay application requests from Payne and Dolan and performing project closeout.
- 2025 Road Program:
 - Preparing bidding documents
 - Project bid opening is set for April 24th
 - Coordinating with the City DPW superintendent
 - Coordinating Geotechnical services

- o Coordinating with School District and Fire Department.
- Creating an opinion of probable cost for Drexel Avenue.
- Carma Labs:
 - o Reviewing public improvement reimbursement requests from the developer.
- Lovers Lane Frontage Road Water Main Extension:
 - o Compiling engineer's report for special assessments
 - o Drafting preliminary resolution
 - o Public hearing notice to residents
- Puetz Pathway:
 - Coordinating with the DOT and the selected consultant to determine the level of effort and scope of services.
- City-wide Stormwater Issues:
 - Meeting with Staff to discuss City-wide stormwater challenging areas throughout the City. Discussed a plan to address these issues.
- Megna Property:
 - o Initial meetings with the developer and WisDOT regarding new developments.
- Great Water Alliance:
 - Finalized punch list and cost estimate.
- Ryan Rd. and S. 76th St. Sanitary Sewer Extension:
 - Performed construction administration and coordination with the design engineering firm. Construction is near completion.
- S. 76th St. Water Main and Sanitary Sewer Extensions:
 - Prepare cost estimates for water main and sewer extensions in coordination with Milwaukee County.
 - Future design of utilities.
- St. Martins Rd. Water Main extension:
 - Bid document preparation and bid opening administration. Attended pre construction meeting with contractor and City staff. Administered special assessment process (preliminary resolution, public hearing notice, engineers report, final resolution).
- Project Cross:
 - Potential development: initial discussions and meetings have been held.
- Department of Public Works Campus Utilities Project:
 - Attended pre-construction meeting. Coordination with contractor and design engineering team. Attend weekly progress meetings. Started the special assessment process for the sanitary sewer by bringing the preliminary resolution to council and creating the engineers report.

• W. Ryan Road CSM:

- o Review of plans and material submittals. Attended pre-construction meeting.
- Corporate Park:
 - Ongoing discussions with City staff and design team to discuss project conflicts and potential solutions to keep the project moving along.

Budget Alignment

- Approved Budget:
 - The total engineering budget remains within approved allocations, ensuring fiscal responsibility while supporting critical projects.
- Key Increases:
 - Construction Oversight: Additional oversight costs that were not initially included in the project costs for the DPW Campus projects to ensure quality and adherence to timelines.

- Contingency Funds: Increased contingency funding, now aligned with the industry standard of 10% of overall project costs, replacing the previously budgeted \$7,000 for DPW-specific needs
- **Project-Related Expenses:** Costs incurred for grading and berm creation in the DPW Campus projects due to original plans relying on DPW staff to save money
- Critical Utility Projects: Unanticipated expenses for utility infrastructure were missed during the planning stages of the Water Tower Park project and the DPW Campus, 76th Street & Ryan Road projects These projects are being expedited to align with WisDOT roadwork scheduled for spring 2025

• Key Savings:

- Grading Costs: Approximately \$500,000 saved on grading for the DPW Campus project by strategically leveraging Graef's expertise and resources
- 116th Street Trail: The project was originally estimated to cost more than the bid approved by the Council at the November 19th meeting, resulting in additional budgetary savings
- Vacant Positions: Savings from unfilled Engineer and Assistant Engineer positions, reducing salary and benefits expenses.

• Streamlined Operations with Graef:

- As part of the consulting agreement with Graef, the City has streamlined operations by removing the need for a City Engineer to act as an intermediary. The former City Engineer frequently outsourced projects to various engineering firms, incurring higher costs
- By partnering with Mike Paulos and his team at Graef and leaving key positions unfilled, the City anticipates a significant reduction in externally contracted engineering services aside from those covered under the Graef agreement.

• Access to Expertise:

- The Graef agreement provides direct access to a broad range of specialized expertise, including engineers with diverse specialties, architects, and other subject matter experts
- This eliminates the need to independently issue, review, and approve RFPs for individual areas of expertise, resulting in greater efficiency, responsiveness, and cost-effectiveness for the City.

While the immediate financial impact of Graef's partnership may not fully reflect the anticipated savings, this balanced approach demonstrates how Graef addresses unplanned challenges and lays the groundwork for substantial long-term savings and operational improvements. This ensures the City's engineering needs are met effectively and efficiently for years to come

Looking Ahead

- 2025 Priorities
 - **Complete Ongoing Projects**. Ensure the timely completion of major initiatives, including the Loomis Pathway and 116th Street Trail.
 - **Road Projects** Execute planned road projects in alignment with the goals of the Street Improvement Fund for 2025.
 - **Future Project Planning** Collaborate with other governmental agencies to strategically plan upcoming projects, ensuring alignment with the broader work scheduled within the City

• Efficiency Improvements:

 Updated Fee Schedule: Evaluate the potential implementation of a revised fee schedule to recover costs more effectively. This would align with models successfully adopted by neighboring municipalities, ensuring the City remains fiscally responsible while delivering high-quality services.

Summary and Next Steps

This update demonstrates the Engineering Department's commitment to addressing critical infrastructure needs, maintaining fiscal responsibility, and leveraging Graef's expertise to enhance efficiency and project execution. While staffing shortages and unanticipated project costs persist, the strategic partnership with Graef ensures that the City remains on track to deliver essential services and infrastructure improvements.

Looking forward to 2025, the focus remains on completing key projects, improving operational efficiency, and strategically planning for future needs. Through careful resource stewardship and collaboration with trusted partners, the City is well-positioned to effectively meet current and future challenges.

COUNCIL ACTION REQUESTED

This report is for informational purposes only No formal action is required at this time

DOA - KH, Engineering - MNP; Finance - DB

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
REPORTS & RECOMMENDATIONS	Review and Consideration of JPM Acoustics Noise Vibration Revised Proposal for Sound Monitoring, Noise Mitigation, and Compliance Services – Ballpark Commons Development	item number G. 3.

SUMMARY OVERVIEW

Annexed hereto is the revised proposal from JPM Acoustics for comprehensive sound monitoring, noise mitigation, and compliance services related to the Ballpark Commons development

Staff has extended invitations to both JPM representatives and Ballpark Commons representatives to attend the May 6, 2025, Common Council meeting in person or virtually to discuss the proposed scope of services and terms

The goal is to develop formal agreements between the City, JPM Acoustics, and the Ballpark Commons developer to ensure effective independent sound monitoring and noise compliance enforcement moving forward

OPTIONAL RECOMMENDED MOTIONS

To guide Council discussion and facilitate action, the following optional motions are provided regarding the revised proposal from JPM Acoustics for independent sound monitoring and compliance services at Ballpark Commons

Option 1: Authorize Contract Execution with JPM

Motion to authorize execution of a professional services agreement with JPM Acoustics for independent sound monitoring and compliance services, using the City's standard contract template, and to authorize the Director of Administration and City Attorney to make technical changes as needed prior to obtaining signatures and executing the agreement

Option 2: Continue Negotiations

Motion to direct staff to continue negotiations with JPM Acoustics and Ballpark Commons regarding independent sound monitoring and compliance services, and return to the Common Council with a finalized agreement for approval.

Option 3: Accept Proposal and Proceed with Standard Agreement

Motion to accept the revised proposal from JPM Acoustics and authorize staff to prepare a service agreement using the City's standard professional services contract, with final terms brought back to the Common Council for approval

Option 4: Approve in Concept and Delegate Finalization

Motion to conceptually approve the proposed scope of services from JPM Acoustics and delegate the negotiation and preparation of a final agreement to the Director of Administration and City Attorney, with the final draft subject to Council review and approval.

Option 5: Decline Proposal

Motion to decline the revised proposal from JPM Acoustics and direct staff to explore alternative sound monitoring and enforcement strategies for the Ballpark Commons development

Option 6: Other Action as Deemed Appropriate

Motion to take such other action as the Common Council deems appropriate regarding sound monitoring and noise compliance services for the Ballpark Commons project

Staff recommends proceeding with Option 1 — executing a contract with JPM using our standard agreement and authorizing technical changes as needed This recommendation represents the most timely and efficient path toward establishing independent sound monitoring before the peak event season begins. However, other paths have been outlined in the packet should the Council prefer to discuss or revise.

COUNCIL ACTION REQUESTED

Motion to authorize execution of a professional services agreement with JPM Acoustics for independent sound monitoring and compliance services, using the City's standard contract template, and to authorize the Director of Administration and City Attorney to make technical changes as needed prior to obtaining signatures and executing the agreement

Alternatively, the Common Council may direct staff to proceed with one of the other outlined options or any other variation as deemed appropriate.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO 2025-

A RESOLUTION TO AUTHORIZE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND JPM ACOUSTICS NOISE VIBRATION FOR SOUND MONITORING, NOISE MITIGATION, AND COMPLIANCE SERVICES RELATED TO THE BALLPARK COMMONS DEVELOPMENT

WHEREAS, the Common Council of the City of Franklin, Wisconsin, has identified the importance of independent sound monitoring and compliance enforcement related to ongoing activities and events at the Ballpark Commons development, and

WHEREAS, JPM Acoustics Noise Vibration submitted a proposal in response to RFP #25-001, demonstrating experience and qualifications in environmental noise monitoring, compliance tracking, and mitigation planning; and

WHEREAS, the revised proposal from JPM Acoustics Noise Vibration has been reviewed and recommended by City staff for its alignment with the City's goals to strengthen noise ordinance compliance and support community quality of life, and

WHEREAS, the City desires to enter into a professional services agreement with JPM Acoustics Noise Vibration, using the City's standard contract template, and authorize staff to proceed with contract execution, subject to technical changes by the City Attorney and Director of Administration,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Director of Administration is hereby authorized to execute a professional services agreement with JPM Acoustics Noise Vibration for sound monitoring, noise mitigation, and compliance services related to the Ballpark Commons development, subject to technical changes as may be necessary, and that all appropriate City officials are authorized to take such actions as necessary to implement this resolution

Introduced at a regular meeting of the Common Council of the City of Franklin on this 6th day of May, 2025 by Alderperson _____

Passed and adopted by the Common Council of the City of Franklin this 6th day of May 2025

APPROVED.

John R. Nelson, Mayor

ATTEST.

Shirley J Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____





BRIEF

NOISE NUISANCE MITIGATION

- Monitoring
- Noise Study
- Onsite Measurements
- Onsite visit & Evaluation
- Consultation & Design



JOHN MATAGOS LLC

+1 888-88-66473 +1 888-88-NOISE



4/17/2025

Project: #2025-001 "RFP-Sound Monitoring Noise Mitigation and Compliance Services-Franklin"

Agency: City of Franklin, Wisconsin

Dear City of Franklin,

In response to your request for proposal and provided specification documents. In Table 1, that follows in this document, please find descriptions and pricing for our required services and products.

Our firm can provide all required services, technologies and mitigation products.

Our firm guarantees I will be the Principal Acoustical Engineer, throughout the entire project duration. I will be available to support the project as needed at any time.

We are very interested in this project and have very strong past experience; references can be provided upon request. Our firm has national and international experience since 2006 in the field of Noise Control, with a history starting since 1979.

During planning phase, we will review project specifications and consult in any potential amendments that will reduce costs of execution or benefit the City of Franklin otherwise.

I will be looking forward to your reply and will be available to answer any questions.

Sincerely yours,

John Matagos

Managing Principal Acoustical Engineer, Noise & Vibration Consultant

Master's in Acoustical Engineering - MEng (Honors) University of Southampton - I.S.V.R Master's in Acoustic Composition – MMus (Honors) University of London – Goldsmith's

Member of ASA (Acoustical Society of America) Member of INCE USA (Institute of Noise Control Engineering USA)



JOHN MATAGOS LLC

+1 888-88-66473 +1 888-88-NOISE



See **APPENDIX B**, in this document, for details in relation to each items described in Table 1. Including restrictions and relevance to project specifications document.

Table 1. Descriptions & Pricing

	Services / Products	Price
POSSIBLE	GOAL IS TO IDENTIFY POTENTIAL SOLUTIONS AND EXECUTION COSTS TO MITIGATE AS BEST THE NOISE NUISANCE EXPERIENCED BY CITY RESIDENTS IN RELATION EVENTS BY THE ROCK SPORTS (ROC) in the City of Franklin, WI, USA.	
iervices to	be provided:	
1.	Study in detail all existing noise level data collected of past events, including Acoustic Study of 2023, ongoing online data, and any other material relevant that the city may be able to provide our firm. Such as, but not limited to, noise nuisance complaint logs, communications with Rock Sports Facility (ROC)	
2.	Review of noise ordinances, participation in public meetings, meetings with city representatives, ROC representatives or other as needed. In order to make the most out of our effort, and attempt to get close to identifying and prescribing noise mitigation solutions.	
3.	Conduct basic/preliminary measurements INSIDE the ROC areas generating the most noise levels of concern. Including PA systems, etc. Assuming one day of principal acoustical engineer onsite, with the co-operation of ROC representative allowing JPM to use and operate the PA system/s and take sound level measurements.	
4.	Conduct onsite measurements for one major weekend event, with senior engineer onsite, and multiple noise monitoring positions, with multiple noise analyzers, unsupervised stations.	
5.	Replacement of existing ongoing noise monitoring equipment, with identical or similar features, as best serving the project goals. Three (3) continuous monitoring locations for two (2) months. It must be noted that there will be a monthly charge of \$8,150. After the first two (2) month period, in order to maintain monitoring systems in place.	
	• It is advised to maintain monitoring until noise mitigation measures are implemented in full.	



JOHN MATAGOS LLC +1 888-88-66473 +1 888-88-NOISE



• Also, it is advised to maintain the three monitoring locations after implementation, for at least 3 months or enough time for all noise intensive types of events occur. JPM can provide evaluation and certification post-implementation prior to finalizing continuous monitoring.

6. Conduct environmental noise control prediction study. Results to be provided in document/report format, in 3D acoustic color maps, presentation. Presentations for one (1) scenario. Principal consultant will consider numerous scenarios and calculations prior to final recommendations to client, which will be the deliverable document on. Use state of the art software 3D simulation as part of the methodology.

All aforementioned items (1 to 6), unless explicitly described, will be provided by our firm for a sum total of \$78,500.

Additional services required to complete a noise mitigation effort from design to implementation. Not included in tasks 1 to 6 above:

- Materials, manufacturing, onsite delivery, supervision of installation, of any noise mitigation measures and prescribed during tasks 1 to 6 above.
- Interior Acoustics and Sound System designs. This can serve any space, indoor or outdoor, of the ROC. Pricing and methodology will be best identified after item 3 initiation. Improving the sound experience of the ROC patrons can also be a design effort that will be conducted in conjunction with the Environmental Noise Control Design (task 3).

Note 1: All calculations will be conducted and certifications signed by our Principal Acoustical Engineer with a Bachelor's and Master's degree in Acoustical Engineering, and 23 years of professional national and international experience in the field.

SUM TOTAL \$78,500.00



JOHN MATAGOS LLC

+1 888-88-66473 +1 888-88-NOISE

JPM	
Acoustics Noise Vibration	

Proposal accepted by:		
Name		
Address	Signature	Date

Terms: Net 30. Terms as stated or otherwise agreed upon in separate documents. Any final report to be submitted within 1 - 4 weeks after payment. Please email the signed proposal to engineering@acousticalnoisevibration.com AND Johnmatagos@acousticalnoisevibration.com in order to initiate the project. Itemized prices are for clients understanding on services to be provided and calculating total cost. The total cost is a non-negotiable one price for this contract. For all product availability and specific delivery dates. All concepts, drawings, and technologies, used or discussed during this project, are the intellectual property of JPM Acoustics Noise Vibration and cannot be utilized on any other instance besides the specific services described in this document. For equipment rental insurance must be provided by renter to ensure coverage of any damages. Pricing not including tax or annual 5% inflation increase on top of pricing for projects longer than one (1) year. Pricing valid for six (6) months.



JOHN MATAGOS LLC

+1 888-88-66473 +1 888-88-NOISE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		05/06/25
REPORTS &	Request to allow for a maximum sound level of 60 dBA for the Rock'n Food Truck Rally	ITEM NUMBER
RECOMMENDATIONS	Temporary Use permit for property located at 7005 S. Ballpark Drive	G.4.
	(ROC Ventures, LLC, applicant)	Ald. Dist. #6

At its April 17, 2025, regular meeting, the Plan Commission approved with conditions a temporary use permit for the Rock'n Food Truck Rally at the Umbrella Bar, for a maximum of ten food truck locations, from May 29 to October 30, 2025, Thursdays only.

Condition of approval #3 states that: "The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A".

The applicant is requesting a maximum sound level of 60 dBA for this event, as measured at all three monitors (north, east and west).

The Plan Commission recommended to the Common Council a maximum sound level of 60 dBA (all sound meters). On roll call vote, four 'ayes', one 'no' and two absences; (4-1-2).

COUNCIL ACTION REQUESTED

A motion to allow for a maximum sound level of 60 dBA for the Rock'n Food Truck Rally Temporary Use permit for property located at 7005 S. Ballpark Drive (ROC Ventures, LLC, applicant).

TEMORARY USE APPLICATION UMBRELLA BAR – BALLPARK COMMONS 7005 S BALLPARK DRIVE

PROJECT NARRATIVE

4

Ballpark Commons will be hosting food truck events this summer on the dates listed below. Site plans and overall layouts will be the same for each event. Food trucks and/or vendors will be limited to a maximum of 10 participants and each will be entirely self-contained and legally licensed from an authorized state or city agency. At each event, we will utilize existing beverage infrastructure. Additionally, some trucks/vendors will be allowed to sell non-alcoholic beverages.

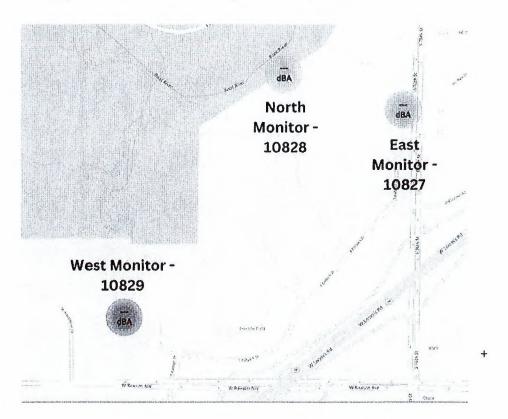
Rock'n Food Truck Rally – Series

Event Runtime and Attendance: 5.00pm-9:00pm Details: Maximum 10 food trucks will be parked within the event zone selling food and non-alcoholic beverages Site Plan: Food Trucks/Vendors will only be allowed to set up within the event zone shown below. Dates: Every Thursday starting on May 29, 2025 and ending on September 18th, 2025 Decibel level maximum:

- North Monitor 60DB
- West Monitor 60DB
- East Monitor 60DB
- Per our PDD we request a correction period. For this event we propose a 15 minute correction period.



RE: Ballpark Commons 2025 event permit – REQUESTED DB levels



BALLPARK COMMON 2025 EVENT PERMIT DB LEVEL REQUEST			
EVENT	NORTH MONITOR	EAST MONITOR	WEST MONITOR
SUMMER CONCERT SERIES	65DB	65DB	69DB
MILWAUKEE MILKMEN GAMES	65DB	65DB	65DB
THE HILL HAS EYES	69DB	60DB	60DB
SNOWGLOBE HOLIDAY	55DB	55DB	60DB
TACOS & TEQUILA	79DB	79DB	79DB
FOOD TRUCK RALLY	60DB	60DB	60DB

** MILKMEN GAMES DO NOT INCLUDE FIREWORK NIGHTS (PERMITTED SEPARETLY) **

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/06/25
REPORTS &	Request to allow for a maximum sound level of 65 dBA for the Franklin Field 2025 Temporary	ITEM NUMBER
RECOMMENDATIONS	Use permit for property located at 7035 S. Ballpark Drive	G.5.
	(ROC Ventures, LLC, applicant)	Ald. Dist. #6

At its April 17, 2025, regular meeting, the Plan Commission approved with conditions a temporary use permit for the Franklin Field 2025 season, specifically:

- Baseball games: UWM Panthers (March 21 May 10) and Milwaukee Milkmen (May 1 September 1).
- Food and beverage sales (A.1), 1 location.
- Beverage sales (A.2), 5 locations for beverage carts.
- Food truck (A.3), 1 location.
- Beverage tub (A.4), 2 locations for rolling coolers.
- Graduation ceremony.
- Candy drop (Sunday, August 10).

Condition of approval #3 states that: "The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A".

The applicant is requesting a maximum sound level of 65 dBA for this event, as measured at all three monitors (north, east and west).

The Plan Commission recommended to the Common Council a maximum sound level of 65 dBA (all sound meters). On roll call vote, four 'ayes', one 'no' and two absences; (4-1-2).

COUNCIL ACTION REQUESTED

A motion to allow for a maximum sound level of 65 dBA for the Franklin Field 2025 Temporary Use permit for property located at 7035 S. Ballpark Drive (ROC Ventures, LLC, applicant).

BALLPARK COMMONS

FRANKLIN FIELD USAGE SUBMITTAL

PLAN COMMISSION

SUMMARY

The following submittal contains plans and details for all semi-portable, semi-temporary, temporary, and product hawking structures, uses and activities planned to occur at Franklin Field in 2024.

Uses/Activities detailed within this submittal are defined as follows. Milkman games type A or MM "A": Milkmen games that have higher attendance expectations. Milkman games type B or MM "B": Milkmen games that have average attendance expectations. Milkman games type C or MM "C": Milkmen games that have lower attendance expectations. Also included in baseball game submittals are University of Wisconsin-Milwaukee baseball games. No temporary structures are required for these games and attendance expectations are extremely low.

Uses, temporary structures and approval requests as of this date are as follows:

Proposed Use/Structure	Type of Approval
Baseball Games	Permanent
A.1: Food and Beverage Structures	Annual Staff Approval
A.2: Beverage Only Structures	Permanent
A.3: Food Truck Structures	Annual Staff Approval
Product Hawking Structures	Permanent
Fireworks	Common Council
Graduation Ceremony	Annual Staff Approval
Candy Drop	Annual Staff Approval

BASEBALL GAMES

PROJECT NARRATIVE

Provide entertainment to fans attending a standard 9-inning baseball game. Games can last 3 hours or longer depending on gameplay. Food, Beverage, and Merchandise items will be available for purchase. This type of use is expected to occur annually on approximately the same dates.

ATTENDANCE EXPECTATIONS

UWM Baseball Game: Avg. 500 Sold MM A: Above 75% Sold MM B: 40-75% Sold MM C: Below 40% Sold

Schedule

Below is the regular season schedule for the UWM Panthers and the Milwaukee Milkmen. There are a total of 69 games. Additional dates could be added for the playoffs. Changes will be forwarded as needed.

UWM BASEBALL GAMES

Friday, March 21, 3:00pm Saturday, March 22, 2:00pm Sunday, March 23,1:00pm Wednesday, March 26, 3:00pm Tuesday, April 8, 4:00pm Friday, April 11, 5:00pm Saturday, April 12, 3:00pm Sunday, April 13, 1:00pm Tuesday, April 15, 4:00pm Thursday, April 17, 5:00pm Friday, April 18, 5:00pm Saturday, April 19, 12:00pm Tuesday, April 29, 11:00am Wednesday, April 30, 5:00pm Friday, May 2, 5:00pm Saturday, May 3, 3:00pm Sunday, May 4, 1:00pm Friday, May 9, 11:00am Saturday, May 10, 11:00am

MM A GAMES

Friday, May 9, 6:35pm Saturday, May 10, 6:00pm Tuesday, May 13, 11:00am (Kids Day) Wednesday, May 14, 11:00am (Kids Day) Friday, May 23, 6:35pm Saturday, May 24, 6:00pm Friday, May 30, 6:35pm Saturday, May 31, 6:00pm Friday, June 6, 6:35pm Saturday, June 7, 6:00pm Friday, July 11, 6:35pm Saturday, July 12, 6:00pm Tuesday, July 15, 12:00pm (Kids Day) Friday, July 18, 6:35pm Saturday, July 19, 6:00pm Friday, August 1, 6:35pm Saturday, August 2, 6:00pm Friday, August 8, 6:35pm Saturday, August 9, 6:00pm Friday, August 29, 6:35pm Saturday, August 30, 6:00pm

MM B GAMES

Sunday, May 1, 1:00pm Thursday, May15, 6:35pm Sunday, May 25, 1:00pm Monday, May 26, 1:00pm Sunday, June 1, 1:00pm Thursday, June 5, 6:35pm Sunday, June 8, 1:00pm Thursday, June 19, 6:35pm Thursday, July 3, 6:35pm Sunday, July 13, 1:00pm Thursday, July 17, 6:35pm Sunday, July 20, 1:00pm Sunday, August 3, 1:00pm Sunday August 10, 1:00pm Thursday, August 14, 6:00pm Thursday, August 21, 6:00pm Sunday, August 31, 1:00pm Monday, September 1, 1:00pm

MM C GAMES

Tuesday, June 3, 6:35pm Wednesday, June 4, 6:35pm Tuesday, June 17, 6:35pm Wednesday, June 18, 6:35pm Tuesday, July 1, 6:35pm Wednesday, July 2, 6:35pm Wednesday, July 16, 6:35pm Tuesday, August 12, 6:35pm Wednesday, August 19, 6:35pm Wednesday, August 20, 6:35pm

Activities

Fireworks

Fireworks shows start no later than 10 minutes after the game ends and will end no later than 10:30pm. Each date will be permitted with an Extraordinary Events Permit obtained through the Clerk's office. Services will be provided by a third-party vendor.

Fireworks dates are as follows:

Friday, July 11 Friday, July 18 Friday, August 1 Friday, August 8 Friday, August 29

Candy Drop

A Candy Drop is an event that will happen at the conclusion of select Milwaukee Milkmen games. At a coordinated time, a helicopter will drop candy onto the field. After all the candy is dropped, we will allow kids in attendance onto the field to collect candy. Services will be provided by a third-party operator.

Candy Drop Date: Sunday, August 10th

Food and Beverage Sales

Food and beverage sales from non-permanent locations, utilizing the structures listed below.

Structures

Structures listed below can be found on the site plan that is included with this submittal package.

Semi-portable

There are no structures planned for this event.

Semi-temporary

A.1: Food and Beverage sales location. For all games scheduled. There is one location that could be utilized for these events. A diagram of the structure is attached. Locations will remain the same for each event.

Temporary

A.2 Beverage sales location. For all games scheduled. There are five locations that could be used for these events. The structure is on rollers and will be rolled into place before games and will be removed after or closed as attendance will require. These structures are 44.5 in. x 27.25 in. x 30.33 in. (WxDxH). A picture of the structure is attached. Locations will remain the same for each event and will be dictated by attendance.

A.3 Food Truck location. For all games scheduled. There is one location that could be utilized for these events. Standard food truck structure that will arrive before the game and will leave as attendance dictates. These vendors could be operated by a third party and will comply with all Health Department requirements. Locations will remain the same for each event.

A.4 Beverage Tub. For all games scheduled. There are two locations that could be utilized for these events. This is a small rolling cooler. Picture of the items are included in this package.

Product Hawking

For all games scheduled. There are up to 8 product hawking trays for beverages that could be utilized as attendance requires. Product hawking will be limited to concourse and seating locations. Attached is an image of the tray.

Site Plan

D.4 Main Dumpster/Trash Collection points. Receptacles will be placed throughout the event area.

- A.1 Food and Beverage sales location
- A.2 Beverage sales location
- A.3 Food truck location
- A.4 Beverage tub
- **D.5 Restroom locations**
- E.1 Emergency access point

A.5 Firework fall out/launch area. This area will be barricaded and will be a 350' diameter area.

Graduation Ceremony

Project Narrative

Standard commencement ceremony. On field staging and chairs for graduates.

Attendance Expectations

As allowed by the current capacity regulations. Not to exceed more than 100% of the stadium's capacity.

Schedule

Times included are for set up, ceremony, and load out. Operating time will be limited to 5-7 hours. The exact operating hours are TBD. Graduation date is TBD.

Activities

Food and Beverage Sales

Food and beverage sales from non-permanent locations, utilizing the structures listed below.

Structures

٠

Structures listed below can be found on the site plan that is included with this submittal package.

Semi-portable

There are no structures planned for this event.

Semi-temporary

There are no structures planned for this event.

Temporary

Temporary structures for this event include:

C.1 Approximate stage location. 30' x 30' wooden riser stage that will feature acoustic performances. Will only be set up on event days.

Product Hawking

No product hawking is planned for this event.

Site plan

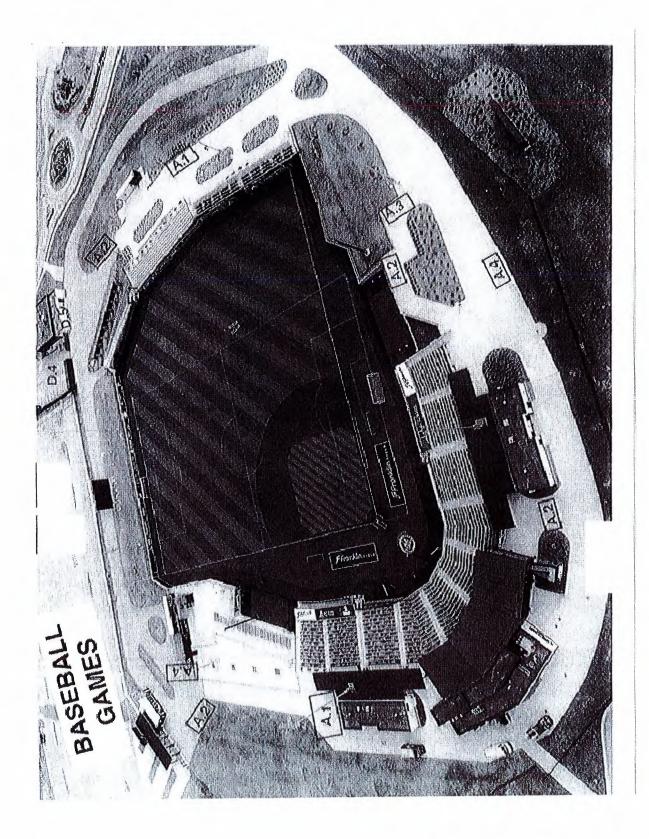
C.2 Main event seating area. This area will include chairs for graduates to sit.

D.4 main Dumpster/Trash collection points. Receptacles will be placed throughout the event area.

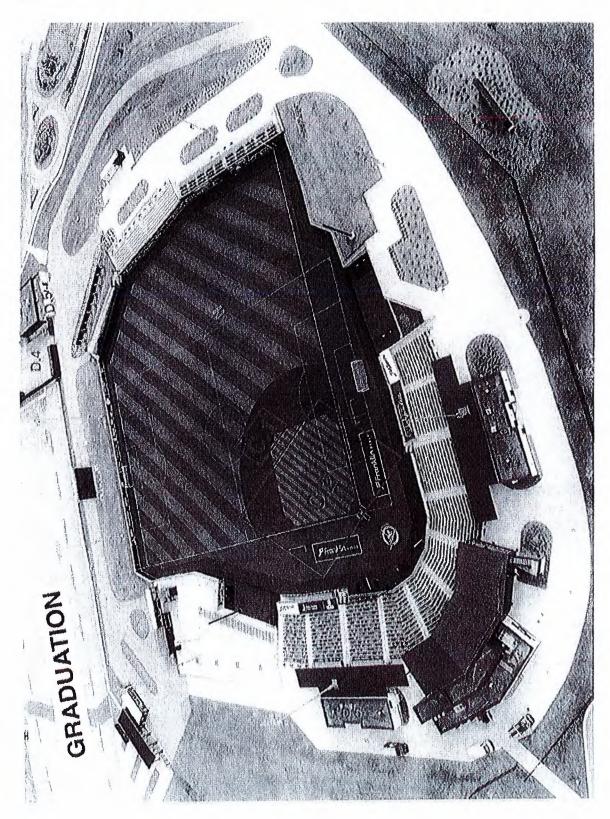
D.5 Restroom locations

E.1 Emergency access points

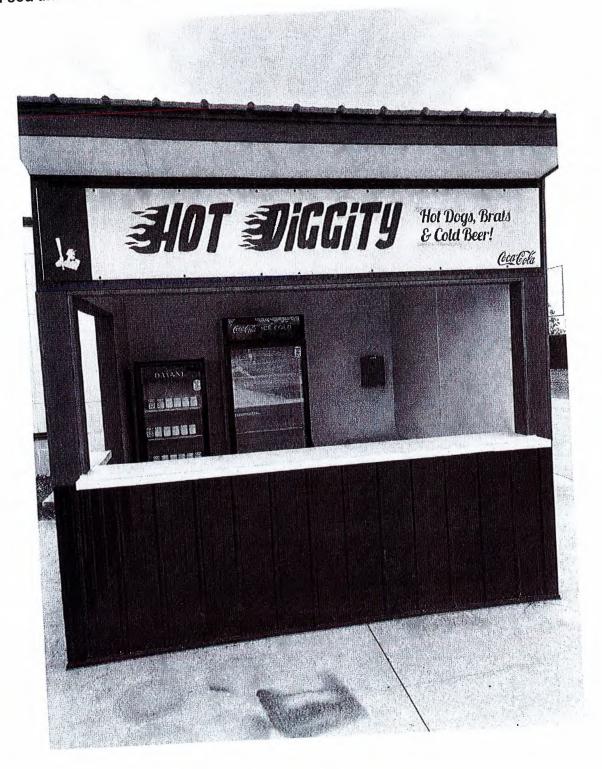
Baseball Games



Graduation



A.1 Food and Beverage sales location

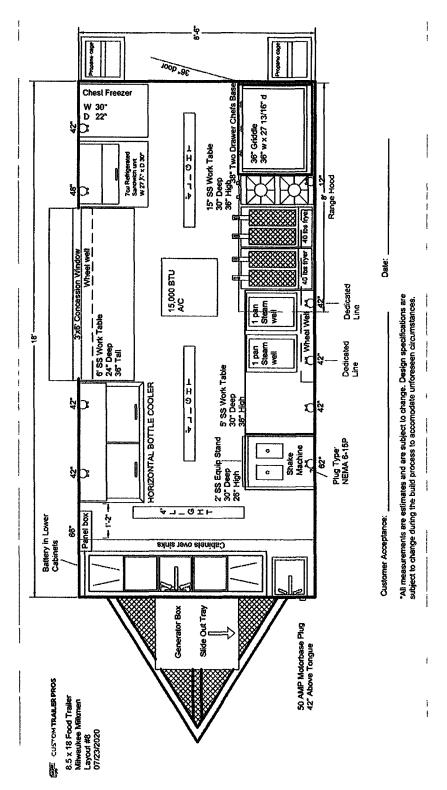


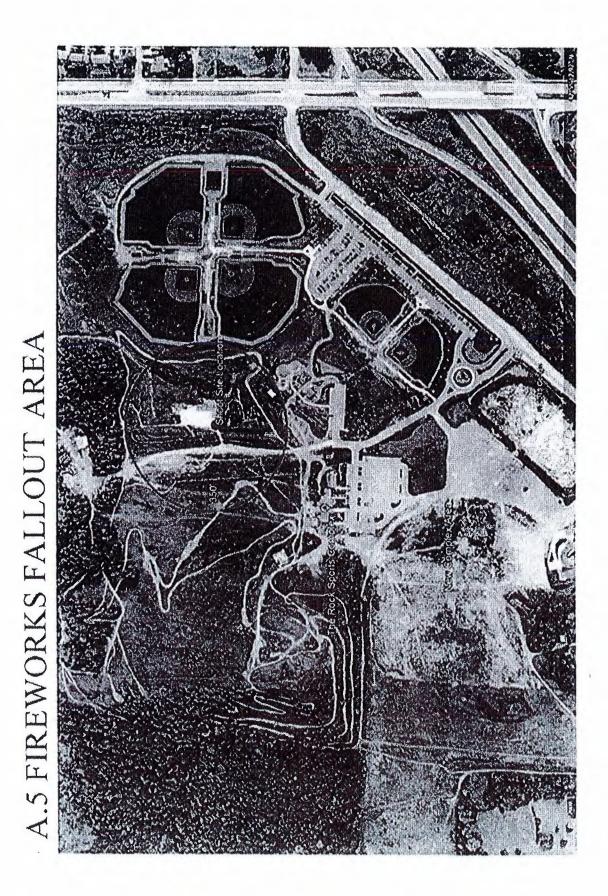
A.2/A.4 Beverae Tub



A.3 Food Truck

.





BALLPARK COMMON 2025 EVENT PERMIT DB LEVEL REQUEST

:

EVENT	NORTH MONITOR	EAST MONITOR	WEST MONITOR
SUMMER CONCERT SERIES	65DB	65DB	69DB
MILWAUKEE MILKMEN GAMES	65DB	65DB	65DB
THE HILL HAS EYES	69DB	60DB	60DB
SNOWGLOBE HOLIDAY	55DB	55DB	60DB
TACOS & TEQUILA	79DB	79DB	79DB
FOOD TRUCK RALLY	60DB	60DB	60DB

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/06/2025
REPORTS & RECOMMENDATIONS	An Ordinance to adopt the Unified Development Ordinance (UDO) Rewrite as Chapter 15 of the Municipal Code to replace and to repeal the current UDO (Ordinance No. 98-1493)	item number G. L.
 At the April 3rd, 2025, regular meeting, the Plan Commission carried a motion to recommend approval of the proposed Unified Development Ordinance. The vote was 5-0-0, five "ayes", no "noes", no absences and one abstention. See cover memorandum on next page for information on: Ordinance rewrite process, steps to get to the adoption stage before you tonight. Overview of major changes: ordinance text and zoning map. Plan Commission recommendations. Topic for Common Council policy direction: Exemptions for other units of government. Separate projects to follow if the proposed ordinance is adopted. In addition to the cover memorandum, this meeting packets contains the following exhibits: A Proposed Unified Development Ordinance text. Adoption ordinance. Proposed Zoning Map. 		
Ordinance (UD	COUNCIL ACTION REQUESTED opt Ordinance 2025, to adopt the Unified Develo O) Rewrite as Chapter 15 of the Municipal Code to replace of UDO (Ordinance No. 98-1493).	opment and to

Department of City Development: RM



Unified Development Ordinance (UDO) Rewrite Common Council meeting (May 6, 2025)

Prepared for: City of Franklin Common Council Prepared by:

Department of City Development (Planning) Régulo Martínez, AICP CNUa, Planning Manager Marion Ecks, AICP, Principal Planner Luke Hamill, Associate Planner (maps)

April 30, 2025

Introduction

City Development Staff is pleased to present the proposed Unified Development Ordinance (UDO) text and zoning map after receiving <u>recommendation for adoption</u> from the Plan Commission on April 3, 2025.

The UDO sets out the rules for land use and land development in the City, regulating what uses are allowed in different districts, how much density or height is allowed in different districts, and many of the general standards for development like landscaping, parking, and design. Franklin's UDO was adopted in 1998, with many "piecemeal" updates since, leaving staff, residents, and landowners with an outdated and often confusing set of regulations that did not reflect the City's current development needs and plans.

The **major goals** of this update are:

- Streamline regulations by removing complex layers that complicate permitting;
- Consolidate nearly-identical zoning districts with similar uses and density standards;
- Improve the document's user-friendliness with a new organization and adding illustrations;
- Protect the City's natural resources and maintain community character.

This cover memorandum contains:

Ordinance rewrite process	2
UDO Text - Major Changes Overview	6
Zoning Map – Major Changes Overview	12
Plan Commission recommendations	20
For policy direction: Exemptions for other units of government	21
Separate projects	22

This **meeting packet** contains the following exhibits:

- A. <u>Unified Development Ordinance text</u>, public hearing version (Jan 15, 2025), with redline revisions to address public comments, feedback from the Plan Commission and city departments (Apr 22, 2025). Some revisions are accompanied by explanatory notes.
- B. Adoption ordinance (draft version).
- C. Zoning map with table of revisions after Plan Commission meetings.

Ordinance rewrite process

The full update of the UDO began in 2021, when the City hired consultant Houseal Lavigne Associates to support the process and began gathering input from residents, stakeholders, and local officials on priorities for the project. The City also directly engaged staff in its city departments, Plan Commission and Common Council members, and a variety of local stakeholders including developers and property owners to determine priorities for the project. The City also conducted community outreach directly to citizens, to identify issues and opportunities that the UDO Update should address.

After conducting public engagement activities, a diagnosis of major issues with the current UDO and several workshops before the Plan Commission. <u>The UDO Rewrite is now at the adoption stage for consideration of the Common Council</u>, below is an overview of project steps:



1. Project Kick Off.

Staff and the consultants conducted a project kick-off meeting in 2021 and organized an UDO Rewrite Task Force: including the Plan Commission, 1 member of the Economic Development Commission, and 2 members of the Environmental Commission.

2. Public engagement (initial and ongoing).

The initial public engagement (step 2) consisted of:

- First Open House (Aug 26, 2021).
- Stakeholder interviews.
- Booth at St. Martins Fair (Sep 2021).
- Roundtable discussion with the Common Council on expectations of this process (Sep 7, 2021).



First Open House to identify major issues with the current UDO (Aug 26, 2021)



Second Open House for feedback on the proposed UDO (Dec 9, 2024)

The ongoing public engagement (throughout steps 3-6) consisted of:

- Public Hearing before the Plan Commission (Jan 23, 2025), and additional meetings for revisions (Mar 6 & Apr 3)
- Second Open House (Dec 9, 2024).
- Task Force meetings with the Plan Commission: 14 meetings (Feb 2022 Sep 2024).
- Status updates before the Common Council: 6 presentations (Sep 2021 Nov 2024).
- Website and Story Map.
- City Newsletter (Dec 2024).
- Focus Groups (May & Jul 2024).
- Meeting with developers: natural resources (Aug 2024).

3. Current UDO Diagnosis and Preliminary Recommendations.

The consultants assessed the strengths and weakness of the current UDO and prepared preliminary recommendations for the update, major recommendations listed below:

- Ordinance structure by articles.
- Adding tables and graphics.
- Compliance with the Religious Land Use and Institutionalized Persons Act (RLUIPA), staff amended the UDO separately in 2024 and the current UDO now complies with RLUPA.
- Consolidate similar zoning districts (from 38 to 20 districts).
- Establish new use categories: accessory dwelling units, microbreweries, outdoor dining, food trucks, solar and wind systems, etc.
- Standards for townhouses.
- Replace parking minimums with maximums.
- Set measurable design standards for multifamily and non-residential development.
- Consolidate administrative standards in one article.

Staff and the consultant presented the diagnostic results and recommendations to the Task Force on February 3, 2022, and a status update to the Common Council on February 15, 2022.

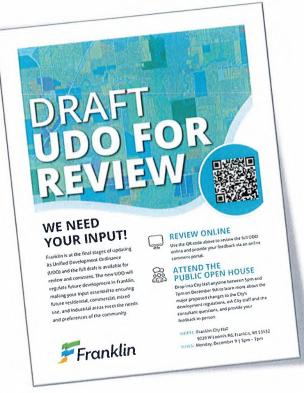
4. Draft UDO Sections and Review Meetings

Staff and the consultant presented all draft articles before the Task Force between 2022 and 2024, for a total 13 meetings listed below:

- Districts and use standards (Art. 1-4; two meetings in Sep 2022)
- Development standards and signs (Art. 5-6; two meeting in Nov)
- Subdivision and administrative procedures (Art. 8-9; Feb 2023)
- PDDs and nonconformities (Art. 10-11; Mar)
- Natural resource protection (Art. 7; Jun & Aug) ----- Budget & scope augmentation (Jan 2024) -----
- Status update (Apr 2024)
- Reboot (May)
- Zoning map (Jun)
- Noise (Municipal Code) and natural resources (Aug)
- Administrative procedures (Sep 2024)

5. Draft and Final UDO

Staff working sessions, UDO rewrite informational brochure and Story Map, second public open house (Dec 2024), and legal review.



Flyer for Open House

6. Adoption

Public hearing before the Plan Commission on January 23, 2025, and two additional meetings for revisions from the public hearing on March 6 and April 3. <u>The Plan Commission recommended</u> <u>adoption on April 3</u> (for details, see *Plan Commission recommendations* on page 20).

Tonight's meeting is for adoption of the proposed Unified Development Ordinance if the Common Council deems appropriate.

Fiscal note

No impact, agreement with consultant already completed.

The original 2021 Agreement included a total not-to-exceed budget of \$174,255. The Council authorized a budget augmentation of \$64,875 for additional services in January 2024 (Res. 2024-8088). The consultant prepared the ordinance draft for the public hearing held on January 23, 2025. After depletion of the project budget in January this year, Department of City Development Staff continued to work on the project to incorporate revisions from the public hearing and to bring the proposed ordinance before the Common Council.

UDO Text - Major Changes Overview

This section outlines the key revisions proposed for each article of the UDO. The aim of these changes is to streamline zoning regulations, improve clarity, and enhance usability for developers, residents, elected/appointed officials and city staff. These proposed amendments are informed by feedback from a diverse range of stakeholders and are intended to ensure that Franklin's development regulations are clear, contemporary, and aligned with the City's growth and planning objectives.

1. General Provisions.

This Article outlines the ordinance's title, purpose, authority, and intent to regulate land division, development densities, and land use to promote safety, health, aesthetics, and efficient urban planning. It also provides guidelines on jurisdiction, the interpretation of the ordinance, and vested rights for pending applications and construction projects. Apart from organizing and cleaning up the text from the current code regarding this article, no major changes have been made to this Article.

2. Establishment of Districts.

This Article lists the zoning districts within the UDO and sorts them into five categories: residential, commercial and mixed-use, industrial and agricultural, miscellaneous, and floodplain. Article 2 then establishes a purpose and intent statement for each of the zoning districts that briefly describes the uses and development patterns each district is intended to promote. Apart from organizing and clarifying the zoning district structure and descriptions, no major changes have been made to this section.

3. District Specific Standards.

Development standards: The current UDO also has multiple, overlapping, and complicated standards for how much density can be developed on each site. These are called area and bulk or dimensional standards. The complexity of the current UDO complicates the process of navigating these standards and developing in the City. To meet the goal of simplifying bulk and dimensional standards, the new UDO will regulate area and bulk through limitations on setbacks, height, and total building and impervious area per lot. These metrics will replace five more complicated standards:

- i. Open space ratio
- ii. Maximum gross density
- iii. Living area per dwelling unit
- iv. Floor-dependent height standards
- v. Complex differentiation in lot area and lot width that vary between conventional subdivision and open space subdivisions

In the draft UDO, the dimensional standards are simplified and displayed in a user-friendly table. Easierto-interpret and administer regulations including building height, yard setbacks, and impervious surface standards are proposed to replace complicated standards that are difficult for property owners to calculate, such as maximum gross density and open space ratio. These streamlined standards will allow the City to control building height and bulk as it has in the past through simpler easy-to-administer standards. **Use Recategorization:** Every zoning code, including the current UDO, defines the land uses that are allowed as-of-right ("Permitted") and only upon special review by the Planning Commission ("Conditional" or "Special Use"). Franklin's list of allowable land uses, in the current UDO, is outdated, lengthy, and based on an outdated Standard Industrial Classification system (1987). The actual list of allowed uses within the City's non-residential districts alone spans 38 pages and includes hyper specific categories such as "Women's footwear, except athletic" This oversized and outdated list makes the UDO a difficult document to interpret and apply.

The draft UDO modernizes and consolidates allowable uses to reflect contemporary land use and make it clear to the public what is allowed in different districts. Article 3 of the draft UDO has a table with the permitted and conditional uses within each proposed zoning district. Though the types of business and residential development allowed within each zoning district have not been significantly changed from the existing UDO, the list of allowed uses has been greatly condensed and updated.

An example of how the uses designated in the UDO have been recategorized and simplified is shown below. The existing UDO includes a multitude of retail categories including the following:

a) Bakery products

c) Beverages

b) Men's and boy's suits and coats

— General Retail

- d) Women's footwear, except athletic
- e) Leather gloves and mittens

The proposed UDO consolidates these uses into a single new category called "General Retail." The simplified categories are advantageous by making the ordinance simpler for applicants to understand and for staff to administer. The more general categories would also make the regulations more accommodating of new, innovative business types in the future.

4. Use Specific Standards.

The draft UDO features several changes to how some residential uses are allowed.

Duplexes, Townhomes, and Multifamily Development: Currently allowed as special uses in the existing R-8 District and must go through a time-consuming review process to be approved. During outreach, stakeholders expressed an interest in simplifying the development process for development. In the draft UDO, duplexes, townhomes, multifamily buildings, and multifamily complexes are all proposed to be allowed by-right in the City's multifamily district, which would enable a more streamlined review process by staff rather than require review by elected and appointed officials. These types of development are all proposed to have supplemental standards that regulate the appearance of new development, exterior building cladding materials, and the siting of entrances and garages.

Accessory Dwelling Units (ADUs): small dwellings typically located on the same property as a principal residential use, are proposed to be permitted or conditional in the draft UDO. ADUs are proposed to be allowed as a conditional use when detached from or attached to the principal dwelling on a property and as a permitted by-right use when located within the principal dwelling. Additional

standards for ADUs are proposed to mitigate any potential impacts on surrounding properties, including requiring that ADUs have a common driveway with the principal dwelling.

5. General Development Standards.

Parking and Loading Adjustments: During outreach, stakeholders noted that many sites in Franklin have an overabundance of off-street parking, particularly in the City's nonresidential areas and commercial corridors. The City's standards for how much off-street parking is required are connected to the outdated list of land uses discussed above, which would be modernized and consolidated. The consultant team provided the City with recommended best practices for contemporary uses, reflecting basic changes to how people bank and shop today – such as reducing the number of queuing spaces for drive-through banking. The draft also sets a maximum number of off-street parking spaces per use and strongly encourages shared parking among uses in a single building or shopping center. This action will reduce development costs and reduce the sheer area of parking, which affects heat, stormwater runoff, and aesthetics.

The UDO also includes updates to the City's off-street loading requirements. The current UDO establishes minimum quantities of off-street loading spaces for nonresidential uses depending on the square footage of the facility. The draft UDO proposes replacing these standards with new flexible standards that allow a developer to select a quantity of off-street loading spaces depending on their assessment of the need for their proposed facility.

Pedestrian Walkways: New standards for pedestrian walkways on sites with nonresidential, mixeduse, and nonresidential development are proposed. The standards are intended to connect buildings on site with one another, connect building entrances to required parking spaces, and connect building entrances to public rights of way. These standards will apply to major development and redevelopment projects in the City's corridors and will help make sites easier for pedestrians to traverse.

Cross Access: Proposed standards would require that vehicular connections be provided between adjacent sites with uses other than single-family development. These standards will help ease transportation between neighboring properties in the City, reducing the need for motorists to turn out on to main roads in order to travel between adjacent sites.

Building Design Standards: New building design standards are proposed to be established for all townhouse, multifamily, mixed-use, and nonresidential development in Franklin. The standards are intended to ensure that the City gets high-quality development outcomes with desirable appearances that fit the community look and feel, while ensuring that developers have clear parameters regarding the design expectations of the City. The new building design standards regulate a variety of aspects of development including: exterior building cladding materials, façade design and articulation, roofline articulation, as well as window space and glazing.

Noise prevention: Currently, noise regulations are contained in the Unified Development Ordinance (UDO) while others are in the Municipal Code. As part of the UDO Rewrite, staff is proposing noise preventions standards such as the requirement of a sound study for conditional uses with outdoor activities. Noise abatement regulations, such as maximum sound levels and enforcement are being reviewed separately and presented to the Plan Commission on April 17, 2025.

6. Sign Standards.

The City's existing sign standards are proposed to be reorganized for user-friendliness and to comply with recent case-law. The Reed vs. Gilbert US Supreme Court ruling held that municipalities such as Franklin cannot regulate signage based on its message or content; sign regulations have to be content neutral. Article 6 of the draft UDO includes new content-neutral designations for all sign types. The draft contains flexible regulations that define the permissible area depending on the lot frontage and allow the permitted sign area to be allocated between multiple signs on a lot with flexibility. This Article would replace Municipal Code Chapter 210 Signs and Billboards.

7. Natural Resource Protection Standards.

Franklin has a strong reputation for environmental quality and natural resource protection. The UDO process involved several updates to improve sustainability in the City and enhance the natural resource protection standards. Outreach indicated that some of the UDO's natural resource standards and required mitigation have, over the years, become challenging for the City to review and enforce and challenging for applicants to meet in a responsible and effective manner. Input and direction ultimately led the City to propose a full reorganization with the following revisions:

- a. Clarifying the City's tree protection standards to focus on high-value trees and stands of trees.
- b. Adding a uniform stream/wetland buffer requirement to protect waterways from development, with a special exception process where impacts are required.
- c. Providing multiple different options for developers to compensate for impacts to woodlands and artificial or degraded wetlands, including on- or off-site actions.
- d. Eliminating the requirement to compensate for impacts on "steep slopes."
- e. Creating a compensation outside the UDO itself, which would provide technical guidance on required protections and options for compensation instead of complicated and inflexible standards within the UDO itself.
- f. The new mitigation guide will be reviewed by the Environmental Commission and Plan Commission as a companion document to the updated UDO.
- g. Administrative approval for improvements to protected natural resources.

8. Subdivision Standards.

Cluster Development Standards: New standards that explicitly allow the City to approve conservation or cluster development are included within the draft UDO. The standards allow the City to approve smaller, clustered residential lots at an increased total density (a maximum increase of 30%) when sensitive natural resources such as wetlands, oak savanna, woodlands, prime farmland, or Southeastern Wisconsin Regional Planning Commission's designated natural resource corridors and areas are placed in a conservation easement. The new standards do not require developers to preserve these features – compensation for impacts natural resources is still an option - but the bonus development allowance encourages developers to preserve these features.

Street Widths and Block Length: The street width standards in Franklin's existing subdivision code regulate the width of roadways in new subdivision projects. The standards require large, wide streets, even for residential streets with lower-speed traffic. In the draft UDO, new allowances for narrow streets are proposed for minor streets. The City's subdivision standards also regulate the length of blocks within the City; the maximum length of blocks in the City is proposed to be reduced from 1,500 feet to 800 feet for blocks in residential, commercial, and mixed-use districts. The introduction of

narrower streets and shorter blocks will assist in making Franklin neighborhoods more traversable onfoot.

Street Design Improvements: Franklin's subdivision standards also regulate the design of different street types and where certain improvements such as sidewalks are required. The draft UDO establishes new requirements for design improvements including sidewalks on both sides of the street, bicycle lanes, streetlights, and street trees. These standards will help ensure that new Franklin neighborhoods are pedestrian-friendly environments.

9. Administrative Standards.

This Article outlines zoning procedures, including the roles and responsibilities of individuals, boards, and commissions. It establishes the processes and approval criteria for applications reviewed by City staff, as well as those requiring review by the City's Boards and Commissions. Overall, the administrative standards in Article 9 have been reorganized for clarity and to streamline permitting.

Application	Current UDO	Proposed UDO
Site Plan	Plan Commission	Plan Commission
	- New Site Plan	- New Site Plan (floor area >20k sf)
	- Major Amendment	- Major Amendment
	Zoning Administrator	Zoning Administrator
	- Minor Amendment	- New Site Plan (floor area <20k sf)
		- Minor Amendment
	The criteria to determine whether an	The draft UDO sets measurable criteria for
	amendment is major or minor are	amendments (i.e. floor area increase ove
	vague.	5% is a major amendment).
Temporary Use	Plan Commission	Plan Commission
	- Uses not listed	- Uses not listed
	- Temp. concrete batch plant	- Temp. concrete batch plant
	Zoning Administrator	Zoning Administrator
	- Uses listed: temporary outdoor sales,	- Uses listed: seasonal sales, food trucks
	Christmas tree sales, sales from trucks (up to 30 days)	(up to 180 days).
	Permit not required	Permit not required
	 Construction trailers, yard sales 	- Christmas tree sales
	- Agricultural roadside stands	 Uses exempted in the current UDO.
	(full list in UDO Sec. 15-3-0804)	(full list in UDO Sec. 15-4-14)
Planned	Plan Commission	Plan Commission
Development	- New PDD	- New PDD
(PDD)	- All amendments	Major amendments:
	(major and minor)	 Changes of permitted or conditional uses
	The criteria to determine a major	 Change of boundaries
	amendment are vague.	Zoning Administrator
		- Minor amendment

Approval role of Plan Commission and Zoning Administrator

For Natural Resource Special Exception applications, staff is proposing to reduce the number of required meetings, this will shorten the application review time by as much as a month. Environmental Commission should retain a review role. The Commission's citizen/resident expertise is an invaluable resource, Staff recommends that the Plan Commission have the decision-making role with recommendation from the Environmental Commission.

Protest petitions: 2017 Wisc. Act 243 preempts protest petitions for zoning amendments, staff revised the ordinance to remove the protest petition subsection for conditional uses.

According to Wis. Stat. § 62.23(7)(de) Conditional use permits.

2. a. If an applicant for a conditional use permit "meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit". Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.

10. Planned Development Standards and Procedures.

This Article establishes standards for Planned Developments, offering flexibility in land use to encourage creative and innovative designs. It provides provisions for modifying base district standards and emphasizes design elements like sustainability, public spaces, and compatibility with surrounding areas. The standards are intended to align with the City's plans and policies, ensuring developments enhance the community and meet specific review criteria. The article has been reorganized for clarity and streamlined but no major changes have been made.

11. Nonconforming Buildings, Structures, and Uses.

This article addresses the continuation, alteration, and expansion of nonconforming uses, structures, and lots. It outlines provisions for lawful nonconforming uses, including when they can be continued, repaired, or altered, as well as guidelines for nonconforming structures and lots. The article has been reorganized for clarity and streamlined, but no major changes have been made.

12. Definitions.

This article consolidates all definitions from the existing code and incorporates additional terms from the proposed code. The definitions have been updated for clarity. No major updates or changes have been made.

Zoning Map – Major Changes Overview

Franklin's UDO currently establishes 38 different zoning districts, including 12 residential districts and 18 business districts.

During community outreach, staff and stakeholders noted that the City has an unusually large number of zoning districts, many of which are nearly identical. This is especially true for residential districts: a typical community in Southeast Wisconsin would have five or six residential districts, while Franklin has 12. These nearly-identical zoning districts contain very similar purposes, allowable uses, and allowable densities (e.g., how many housing units per acre, allowable building heights, etc.). Having so many nearly-identical districts greatly complicate permitting and property records, making it more difficult than necessary to, as an example, understand regulations for adding a deck to a house. There was strong consensus in the outreach process that the City should explore ways to consolidate and simplify its zoning map by merging districts that could be consolidated without affecting allowable uses, basic dimensional standards, or neighborhood character.

Proposed residential zoning districts

R-C Countryside Residence: The majority of parcels in the existing R-1 and R-2 districts are proposed as the new R-C District. All of these parcels are located in the southwest portion of the city, have rural residential characteristics and natural features that fit with the low-intensity residential character of the proposed R-C District. The actual development allowances would not be substantially changed by this rezoning.

The current R-1 is the only residential district that doesn't require public sewer and water supply for new lots in the current UDO. Therefore, staff is proposing a minimum area of 5 acres for new lots without public sewer and water supply, based on the pre-sanitary sewer policy for the SW portion of the city (adopted as Appendix I in the City of Franklin Comprehensive Plan), see Art. 8, Sec 15-8-02.



Shown above are a couple of properties along Ryan Road, east of S 112th Street, which are currently zoned R-2 and proposed to be zoned R-C due to the creek along the southern parts of the property.

R-SE Suburban/Estate Residence: This district would be based on and equivalent to the existing R-3 Suburban/Estate Single-Family District. Like the existing R-3 District, the proposed R-SE District is intended to promote single-family residential housing at moderately-low densities, maintain the City's suburban and semi-rural character, and preserve and protect the City's woodlands and open spaces.

Along with the majority of parcels in the existing R-3 District, parcels currently zoned R-1E, R-2, R-3E, R-4, R-5 and RC-1 are proposed for this district. Most of these parcels contain single-family detached housing on moderately large lots and fit with the development intended to be allowed in the proposed R-SE District. Thus, no change in their allowable uses or density would occur.

R-SR Suburban Residence: The proposed district would be based on the City's existing R-6 Suburban Single-Family District. The R-SR District is intended to provide land for single-family residential housing at moderate densities. The proposed R-SR District is the City's largest district in terms of number of parcels, encompassing neighborhoods throughout the City, primarily in the north and east.

Along with the majority of parcels in the existing R-6 District, parcels currently zoned RC-1, R-3, R-4, and R-5 are proposed for this district. This action is a "realignment" of existing development with appropriate development standards that reflect what is built on the ground. All of the parcels proposed to be rezoned to R-SR have single-family residential development on moderately small lots that would fit with the intended development in the R-SR District.



Shown above is the the neighborhood along S 60th Street south of W Drexel Avenue, which is currently zoned R-6 and proposed to be R-SR.

R-MF Multiple-Family Residence: The proposed R-M District is intended to promote multifamily and single-family attached residential development such as duplexes, townhomes, and rowhomes to accommodate a variety of households with different lifestyles, age ranges, and incomes.

Along with all parcels in the existing R-8 District, the proposed R-M District would include parcels from the R-7 district. These parcels have existing multifamily or single-family attached uses or are adjacent to neighborhoods with these uses and would fit the intended character of the R-M District.



Shown above is the multifamily residential neighborhood along S Whitnall Edge Road immediately east of S Lovers Lane Road, which is currently in the R-8 District and proposed to be in the R-M District.

Proposed business and industrial zoning districts

B-R Regional Business: The proposed B-R Regional Business District would be based on the existing B-3 Community Business District. Like the existing B-3 District, the proposed B-R District is intended to promote a variety of commercial service and retail uses along major roadways to serve the needs of Franklin residents as well as a regional consumer market beyond the City's borders.

Along with all parcels in the existing B-3 District, parcels from the existing B-1, B-2, B-5, B-6, OL-2, RC-1, CC, M-1, and M-2 districts would be included in the B-R District. This, too, is a "realignment" to reduce the number of non-conformities. The parcels from these various districts currently have existing commercial development and uses, are situated along major roads in the City, and fit well with the development intended in the B-R District.

For example, the plaza containing Sendik's Food Market on Rawson Avenue is proposed to be rezoned from the existing OL-2 General Business Overlay to the B-R District. The same existing commercial use would be allowed to continue on the site; however, the very small and limited OL-2 District could be eliminated, simplifying the zoning map and making it easier to administer.

B-MU South 27th Street Mixed-Use: The proposed B-MU South 27th Street Mixed-Use District is based on and equivalent to the City's existing B-4 South 27th Street Mixed-Use District. Like the existing B-4 District, the proposed B-MU District is intended to promote retail, commercial, office uses on site and residential uses in upper floors; configure multi-building plaza formats; and includes commercial lots along South 27th Street.

Along with all existing B-4 parcels consolidated, other parcels would be rezoned from the B-2 and B-7. These parcels have existing commercial uses and are located along S 27th Street, and would fit the uses intended in the B-MU District.



Shown above are a couple of developments along Rawson Avenue, just west of S 27th Street, which is currently zoned B-4 and proposed to be zoned B-MU.

LI Limited Industrial: This district would be based on and is equivalent to the City's existing M-1 Limited Industrial District. Like the existing M-1 District, the LI District is intended to provide land for manufacturing, industrial, warehousing, and similar uses of a limited scale and intensity and to support employment opportunities in the City.

Along with all the existing M-1 District parcels, the LI District would include all parcels from the M-2 General Industrial District, simplifying the zoning map by eliminating the need for multiple similar districts.

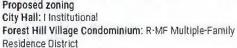
PDL Planned Development Legacy: To streamline the City's classifications and bring the City into alignment with best practices for zoning and review, all of the City's existing PDD parcels are proposed to be transitioned to a new PDL Planned Development Legacy district. The PDL District would allow existing approved Planned Development to continue as approved.

Criteria for designating parcels to new zoning districts

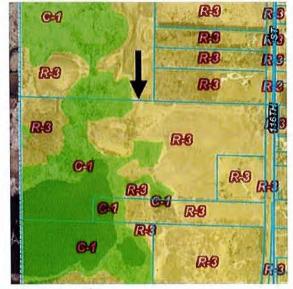
Retain zoning districts. The proposed UDO retains some of existing zoning districts (i.e. Institutional, Agricultural, Prime Agricultural, Village Residence, Multiple-Family Residence, St. Martins Business District), the zoning designation for parcels in these districts is retained to avoid downzonings and prevent existing uses and structure from becoming nonconforming.



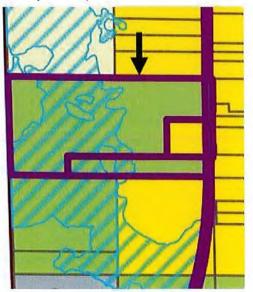
Current zoning City Hall: EInstitutional Forest Hill Village Condominium: R-B Multiple-Family Residence District



Consistency with the Comprehensive Master Plan. Pursuant to Wisconsin Statutes §66.1001(3), a city zoning ordinance must be consistent with the City's Comprehensive Master Plan.



Current zoning R-3 Suburban/Estate Single-Family Residence



Proposed zoning P Park and Open Space District Floodway district remain as an overlay

For example, a parcel on 116th Street is designated in the Comprehensive Master Plan as Areas of Natural Resources and Recreational, is owned by the Wisconsin Department of Natural Resources (DNR), and part of this parcel is located in the Special Flood Hazard Area, therefore, staff is proposing to designate this parcel as P Park and Open Space District.

Similar zoning districts. The proposed UDO simplifies its zoning map by merging nearly identical districts without affecting allowable uses, the current UDO has twelve residential zoning districts while the proposed UDO has five. For example, the current R-4 and R-5 zoning districts are nearly identical, they even share the same name and some district standards have the same value in both districts as shown below:

	Table 15	-3.0205				
R-4 Subu	irban Single-Family Resider	ice District Development St	andards			
	Permitted Use	Special Use "Open	Space Subdivision"			
Type of Standard	"Conventional Subdivision"	Option 1	Option 2			
	Minimum Open Space Ra	tio and Maximum Density				
Open Space Ratio (OSR)	. ¢	0.15	0.3			
Gross Density (GD)	2.081	8015	2.148			
Net Density (ND)	2,681	2.4;8	3.068			
	Lot Dimensiona	l Requirements				
Minimum Lot Area (square feet)	16,000	13,600	10,000			
Minimum Lot Width at Setback Line (feet)	95 no — corner	90 105 — corner	Бł5 100 — corner			
Minimum Front Yard (feet)	40	35	30			
Minimum Side Yard (feet)	10	10	10			

Comparison of current R-4 and R-5 zoning districts Standards with the same value in both districts are marked with a red outline

	Table 15-3.0	1206						
R-5 \$1	burban Single-Family Residence	District Development Sta	indarda					
	Permitted Use	Special Use "Open Space Subdivision"						
Type of Standard	"Conventional Subdivision	Option 1	Option 2					
	Minimum Open Space Ratio	and Maximum Density						
Open Space Ratio (OSR)	0	Q1	Q.15					
Gross Density (GD)	2.48	2.469	2.608					
Net Density (ND)	2.48	2.603	3.063					
	Lot Dimensional Re	quiroments						
Minimum Lot Area (square feet)	13,000	12,000	10,000					
Minimum Lot Width at Setback Line (feet)	90 105 — corner	90 105 — corner	85 105 — comer					
Minimum Front Yard (feet)	35(¢)	30(c)	30(0)					
Minimum Side Yard (feet)	10(c)	10(C)	10(c)					

In these cases, staff is proposing to designate parcels to the most similar district in the new UDO. For example, parcels in the R-3 and R-4 districts to the R-SE Suburban/Estate Residence, R-5 and R-6 to the R-SR Suburban Residence, and R-7 to the R-MF Multiple-Family Residence District as shown in the following figure. Note that R-7 parcels are proposed as R-MF to preserve the right to have more than one residential unit and avoid downzonings.



Ownership. Parcels owned by state agencies, the city of Franklin or conservation organizations (i.e. Milwaukee Area Land Conservancy) are typically proposed as I Institutional or P Parks and Open Space District. For example, a parcel located north of Pleasant View Park is owned by the city of Franklin and designated in the Comprehensive Master Plan as Areas of Natural Resources, staff proposes to designate this parcel from the current R-6 Suburban Single-Family Residence to P Park and Open Space Space District.



Current zoning R-6 Suburban Single-Family Residence



Note that for privately owned parcels designated as Areas of Natural Resources in the Comprehensive Master Plan, staff is not recommending to rezone such parcels to P Park and Open Space District to prevent downzonings or regulatory takings, staff recommends instead to retain the current zoning or designate such parcels to a similar zoning district.

Nonconformity analysis. The initial outreach process also identified many cases where existing desirable development had been made "non-conforming" under the current UDO. An example of a "nonconformity" would be a pre-existing building that no longer meets minimum required setbacks from roads or side yards or where the existing lot under the building does not meet a new minimum for the district. This type of "non-conformity" can greatly complicate the issuance of permits. The consultant team performed a GIS (mapping) analysis of the City's lots and buildings to identify properties that are desirable and beneficial uses but were made non-conforming under the existing UDO. Many of the proposed zoning map amendments are intended to increase alignment between the regulations in the City's zoning districts and existing development, making it much easier for property owners to reinvest in their properties by reducing the number of non-conforming lots and buildings.

The project consultant evaluated parcels in terms of minimum lot area and lot width to identify nonconforming lots. Most nonconforming lots are concentrated in the Mission Hills Subdivision as they don't the minimum lot area in the current UDO (20,000 sf in the R-3 District). Staff is proposing to designate this subdivision as R-SR Suburban Residence District to reduce nonconformities, this district has a minimum lot area of 10,000 sf.

City of Franklin

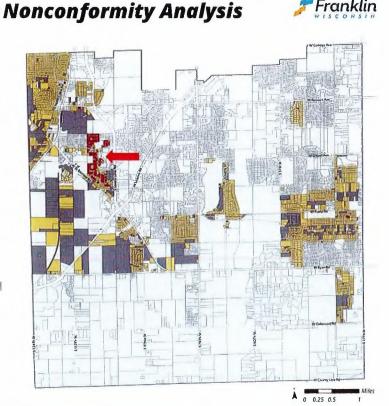
Nonconformity analysis to revise lot dimensional standards and reduce nonconformities:

- Lot area .
- Lot width

Standard	R-SR
Lot Standards (Minimum)	
Lot Area (sqft)	10,000
Lot Area / DU (sqft)(2)	
Lot Width (ft)	80
Lot Depth (ft)	110

Less than 16,000 sq. ft. (Nonconforming) Greater than or equal to 16,000 sq. ft. (Conforming)

Minimum lot size: 16,000 sq. ft. (Alternative) Total nonconforming lots: 315 Total conforming lots: 2,451 Percentage nonconforming: 12%



Nonconformity Analysis, as part of the Current UDO Diagnosis (Step 3)

Franklin

Plan Commission recommendations

The Plan Commission held a public hearing about this Unified Development Ordinance (UDO) Rewrite on January 23, and two additional meetings on March 6 and April 3 to revise the ordinance draft per comments from the public, the Plan Commission and city staff.

On April 3, the Plan Commission recommended "to the Common Council the adoption of this Unified Development Ordinance (UDO) and Zoning Map, and repeal the current UDO (Ordinance 98-1493), subject to changes of items as discussed on the record at the meeting and approved by staff upon further review", the vote was 5-0-0: five "ayes", no "noes", no absences and one abstention. The subject changes are discussed in the next section "For policy direction".

Planning staff presented to the Plan Commission several topics for direction, motions carried listed below:

Community living arrangements (9-15 persons)

Recommend the standards as presented in the draft UDO for community living arrangements with a capacity of 9-15 persons (as permitted use). Vote: 5-0-0.

Plan Commission and Zoning Administrator roles

Recommend the role of the Plan Commission and Zoning Administrator as presented in the draft UDO, with Zoning Administrator approval role for site plans up to 20,000 sf of floor area. Vote: 5-0-0.

Plan Commission approval role for NRSEs

Recommend that the approval role for natural resource special exception applications shall be held by the Plan Commission. Vote: 5-0-0.

Outdoor commercial places of assembly

Recommend listing outdoor commercial place of assembly as conditional use in the Institutional zoning district. Vote: 5-0-0.

Environmental Corridors

Recommend a compensation ratio of 1.5 for Environmental Corridors (primary and secondary), as well as Isolated Natural Resource Areas. Vote: 5-0-0.

Zoning map (9140 S. 51st Street)

Recommend designating parcel located at 9140 S. 51st Street as Planned Development Legacy, and direct staff to prepare a Planned Development District application for such parcel. Vote: 5-0-0.

Zoning map (TKN 896 9996 001, owned by Franklin Public Schools)

Recommend designating parcel bearing TKN 896 9996 001 as I Institutional, and direct staff to prepare a comprehensive master plan amendment application for such parcel from Commercial and Business Park to Institutional. Vote: 5-0-0.

For policy direction: Exemptions for other units of government

At the March 6 Plan Commission meeting, Staff presented a draft of Article 7 which protects natural resources within the City of Franklin. As part of the UDO, Franklin's Zoning Ordinance, these requirements apply to all property within the boundary of the City, unless exempted by State or Federal law. This includes property owned by the City itself, and other units of government including Milwaukee County. Milwaukee County is the single largest property owner in Franklin, and holds property including farmland, parkland, and institutional property such as the House of Corrections.

At that meeting Commissioner Haley proposed that units of government should be exempt from natural resource protections, in particular when conducting enhancements of natural resources such as invasive species removal or wetland restoration.

Staff does not recommend exempting other unit of government from any of these Ordinances. The City has a long history of conservation, provisions which have been imposed up until now. Further the City is the authority for enforcement of the Floodplain Ordinance, and cannot excuse or exempt any agency from its requirements. The current UDO includes §15-2.0214, "Municipalities and State Agencies Regulated" which requires that "unless specifically exempted by law, all... other municipal corporations are required to comply with this Ordinance and obtain all required permit."

In response to this discussion, staff drafted Section C.8. of Article 7, to allow for enhancement and restoration of protected natural resources features in parks or public property with approval of a zoning compliance, an administrative review. This section was presented at the April 3 Plan Commission for discussion, and is now before you for policy direction. The goal of the section is to require that applicants affirmatively demonstrate that the work they are doing will in fact result in an improvement to the natural resource in question, will not create a nuisance, and will not impact resources that we are required to protect such as the floodplain.

It's worth noting that essential services are exempted from natural resource protection standards in the current and proposed UDO. Essential services include services provided by public and private utilities, governmental emergency notification systems, removal of any obstruction to water drainage and removal of dead or damaged vegetation.

Staff notes that the City Attorney's office is concurrently reviewing a question of what permits may be required of Milwaukee County that is separate from this discussion.

Question for policy direction:

Should other units of government be exempted from natural resource protection standards, and if yes, to what extent?

<u>Staff doesn't recommend to exempt other units of government from natural protection standards, and</u> <u>recommend to retain current UDO §15-2.0214</u>, "Municipalities and State Agencies Regulated" which states that other units of government must obtain permits unless specifically exempted by law.

Separate projects

If the Common Council adopts the proposed Unified Development Ordinance (UDO), City Developments Staff identifies the following regulations and forms to update:

- The City Fee Schedule for zoning and land division applications.
- Application forms for zoning and land division procedures.
- Current UDO Part 8 Improvements and Construction.
- Current UDO Section 15-3.1107 Noise.

Exhibit A

City of Franklin, WI UNIFIED DEVELOPMENT ORDINANCE

Public Hearing: January 15, 2025 Revised Feb 21, 2025 Mar 25, 2025 Apr 22, 2025

Draft for Adoption Consideration

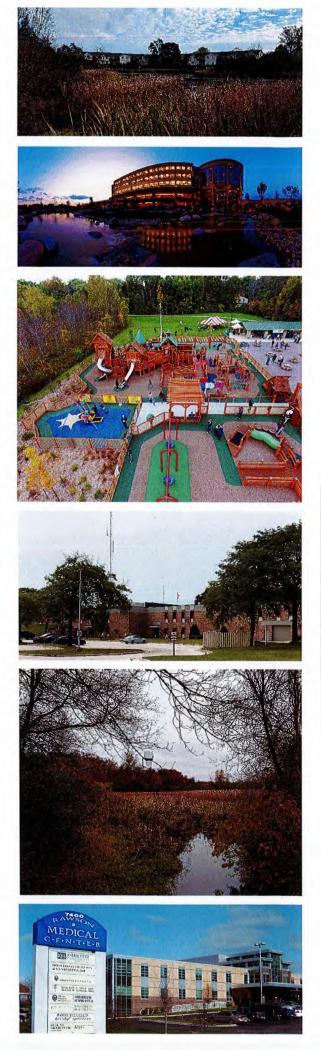


Table of Contents

Article 1. General Provisions

Article 2. Establishment of Districts

Article 3. District Specific Standards

Article 4. Use-Specific Standards

Article 5. General Development Standards

Article 6. Sign Standards

Article 7. Natural Resource Standards

Article 8. Subdivision Standards

Article 9. Administrative Standards and Procedures

Article 10. Planned Development Standards and Procedures

Article 11. Nonconforming Structures, Lots, and Uses

Article 12. Definitions

Article 1. General Provisions

15-1-01. Title	1
15-1-02. Purpose	.1
15-1-03. Authority	
15-1-04. Intent	.1
15-1-05. Interpretation	.2
15-1-06. Jurisdiction	
15-1-07. Compliance	
15-1-08. Municipalities and State Agencies Regulated	.3
15-1-09. Vested Rights	.3

15-1-01. Title

This Ordinance shall be known as, referred to, or cited as, "Unified Development Ordinance, City of Franklin, Wisconsin" or the "UDO".

15-1-02. Purpose

The purpose of this UDO is to promote the health, safety, morals, prosperity, aesthetics, and general welfare and to regulate <u>land</u> <u>uses</u> and control the division of land within the limits of the City of Franklin, Wisconsin.

15-1-03. Authority

These regulations are adopted under the authority granted by §§ 62.23(7), 62.231, 62.234, 66.1027, 87.30, 144.26, and 236.45 of the Wisconsin Statutes and amendments thereto.

15-1-04. Intent

It is the general intent of this UDO to regulate the division of land and restrict the use of all structures, lands, and waters to achieve the following objectives.

- A. Regulate and control development densities and formats to prevent overcrowding and to provide adequate sunlight, air, sanitation, and drainage and protection from nuisances.
- B. Regulate population density and distribution to avoid inefficient land use and development patterns, to further the orderly layout and appropriate use of land, and to facilitate the provision of adequate public service and utilities.
- C. Regulate parking, loading, and access to lessen congestion and promote the safety and efficiency of streets and highways.
- D. Ensure safety from fire, flooding, pollution, contamination, noise, panic, and other dangers and hazards.
- E. Stabilize and protect existing and future property values.
- F. Encourage compatibility between different land uses and protect from the encroachment of incompatible development.

City of Franklin Unified Development Ordinance Update Article 1. General Provisions

Commented [RM1]: Revisions to this section per feedback from Mrs. Gindt.

Commented [RM2]: Revisions to this section per feedback from Mrs. Gindt.

- G. Further the wise use, <u>protection</u>, <u>preservation</u> and conservation of natural resources <u>and public spaces</u> including soils, topography water, floodplains, shorelands, drainageways, wetlands and shoreland wetlands, woodlands and forests, scenic resources, and wildlife resources.
- H. Prevent flood damage to persons and property to minimize expenditures for flood relief and flood control projects.
- I. Provide for and protect a variety of suitable commercial and industrial sites.
- J. Protect the traffic-carrying and pedestrian capacity of existing and proposed arterial streets, highways, and collector streets.
- K. Facilitate adequate provisions for housing, transportation, pedestrian access, water supply, stormwater, wastewater, schools, parks, playgrounds, and other public facilities and services.
- L. Restrict building sites in areas covered by poor soils or in other areas poorly suited for development due to natural resource features or other characteristics.
- M. Facilitate the appropriate division of larger tracts into smaller parcels of land.
- N. Ensure adequate legal descriptions and proper survey monumentation of subdivided land.
- Implement the municipal, County, watershed, or regional plans or their components adopted by the City and facilitate the enforcement of those development standards.
- P. Provide for the administration and enforcement of this UDO.

15-1-05. Interpretation

- A. Minimum Standards Established. The provisions of this UDO shall be interpreted as minimum requirements, unless otherwise stated, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes.
- B. Severability. If any part, division, section, provision, or portion of this Ordinance is adjudged unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this UDO shall not thereby be affected but shall remain in full force and effect. If an application of this UDO to a particular structure, land, or water is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgement shall not be applicable to any other structure, land, or water not specifically included in said judgement.

15-1-06. Jurisdiction

The jurisdiction of this Ordinance shall apply to all structures, lands, water, and air within the corporate limits of the City of Franklin.

15-1-07. Compliance

No structure, development, land, water, or air shall be used and no structure or part thereof shall be located, erected, moved, reconstructed, substantially improved, extended, enlarged, converted, or structurally altered without a Building or Zoning Compliance Permit, and without full compliance with the provisions of this Ordinance and all other local, county, and state regulations. In addition, the following general provisions shall be complied with:

- A. Wisconsin Department of Natural Resources. Rules of the Wisconsin Department of Natural Resources, as amended, setting water quality standards for preventing and abating pollution and for regulating development within floodplain, wetland, and shoreland areas.
- B. Comprehensive Plans or Master Plans. Comprehensive or master plans, plans prepared by state, regional, county, or municipal agencies duly adopted by the Plan Commission, or components of such plans as amended.
- C. City of Franklin Unified Development Ordinance. The City of Franklin Unified Development Ordinance and all other applicable local and county ordinances as amended.

City of Franklin Unified Development Ordinance Update

Article 1. General Provisions 2

Commented [RM3]: Staff recommends to retain Sec. 15-2.0103.A General Compliance from the current UDO to address comments from Comm. Haley at the March 6, Plan Commission meeting.

- D. Wisconsin Administrative Code. All applicable rules contained in the Wisconsin Administrative Code, as amended, not listed in this Section.
- E. U.S. Army Corps of Engineers and U.S. Environmental Protection Agency. Rules of the U.S. Army Corps of Engineers and U.S. Environmental Protection Agency as amended.
- F. Americans with Disabilities Act (ADA) Accessibility Guidelines. The requirements of the "Americans with Disabilities Act (ADA) Guidelines for Buildings and Facilities" as documented in the Federal Register, Vol. 56, No. 144, July 26, 1991, as amended.
- G. Other Applicable Federal and State Laws and Regulations. All other applicable federal and state laws and regulations as amended.

15-1-08. Municipalities and State Agencies Regulated

Unless specifically exempted by law, all cities, villages, towns, counties, and other municipal corporations are required to comply with this Ordinance and obtain all required permit. State agencies are required to comply if § 13,48(13) of the Wisconsin Statules applies.

15-1-09. Vested Rights

- A. Applicability to Pending Applications. When a complete application for a zoning action is submitted but pending action by the City on the effective date of this UDO, the provisions in effect when the application was filed shall govern the review and approval. Upon the refiling of any pending application after the effective date of this UDO, the refiled application shall such application shall be subject to the applicable provisions of this UDO at the time of submittal.
- B. Construction Allowed pursuant to Approved Plans, Nothing in this UDO shall require a change in the plans for any structure or use if a building permit or certificate of occupancy or zoning compliance permit for such structure or use was lawfully issued prior to the effective date of this UDO or any such amendment thereto, and such building or certificate of occupancy or zoning compliance permit had not by its own terms expired prior to the effective date of this UDO, and construction pursuant to such permit is commenced prior to the expiration date of such permit.
- C. Building Permit. Where a building permit for a building or structure has been issued prior to the effective date of this UDO and construction is commenced within ninety (90) days of the effective date of this UDO, the building or structure may be completed in accordance with the approved plans for which the building permit has been issued.
- D. Final Subdivision Plat. Any preliminary subdivision plat filed prior to the effective date of this UDO shall vest such approval rights upon the approval of the preliminary subdivision plat. Any subsequent final subdivision plat may be subsequently filed in accordance with the approved preliminary plat.

Commented [RM4]: Retained from current UDO Sec. 15-2.0214.

Commented [RM5]: Revisions to this subsection per feedbac from Mrs. Gindt.

City of Franklin Unified Development Ordinance Update Article 1. General Provisions 3

Article 2. Establishment of Districts

15-2-01. Districts Established	1
15-2-02. Purpose and Intent of Districts	2
15-2-03. Official Zoning Map	4

15-2-01. Districts Established

A. Base Districts.

- 1. Residential Districts.
 - a. R-C Countryside Conservation Residence District
 - b. R-SE Suburban/Estate Residence District
 - c. R-SR Suburban Residence District
 - d. R-ME Multiple-Family Unit Residence District
 - e. R-V Village Residence District
- 2. Commercial and Mixed-Use Districts.
 - a. B-N Neighborhood Business District
 - b. B-G General Business District
 - c. B-R Regional Business District
 - d. B-MU South 27th Street Mixed-Use District
 - e. B-SM St.aint Martin's Road Historic Business District

3. Industrial and Agricultural Districts.

- a. B-P Business Park District
- b. LI Limited Industrial District
- c. A Agricultural District
- d. A-P Agricultural Prime District
- 4. Miscellaneous Districts.
 - a. P Park and Open Space District

City of Franklin Unified Development Ordinance Update

Article 2. Establishment of Districts

Commented [RM1]: This district consists of parcels currently zoned R-1 Countryside/Estate and R-2 Estate, this district is renamed as countryside to reflect its rural character.

Commented [RM2]: Revision listed in cover memo for public hearing held on Jan 23.

- b. I Institutional District
- c. L Landfill District
- d. PDL Planned Development Legacy District
- 5. Floodplain Overlay District.

15-2-02. Purpose and Intent of Districts

- A. Residential Districts
 - R-C <u>Countryside Conservation</u> Residence District. The R-C <u>Countryside Conservation</u> Residence District is intended to allocate land for single-family residential uses on large lots and in low-density settings. The District is further intended to preserve open space, sensitive natural features, and maintain the community's rural residential setting and scenic viewsheds where these assets exist in the southern areas of the City.
 - R-SE Suburban/Estate Single-Family Residence District. The R-SE Suburban/Estate Single-Family Residence
 District is intended to provide land for single-family residential housing in moderately low densities and that is suburban
 or semi-rural in character. The District is further intended to preserve and protect the City's natural resources, including
 woodlands and open spaces.
 - 3. R-SR Suburban Single-Family Residence District. The R-SR Suburban Single-Family Residence District is intended to provide land for single-family suburban residential housing at moderately low densities. The District is designed to preserve the community's suburban and semi-rural character and its open space and natural resources. The district is intended to allow infill in locations where moderately low-density neighborhoods exist and to allow new residential growth, ensuring that development aligns with the City of Franklin's Comprehensive Plan.
 - 4. R-ME Multiple-Family Residence District. The R-ME Multiple-Family Residence District is intended to establish and preserve land for both multifamily and single-family attached residential development such as duplexes, townhomes, and rowhomes to accommodate a variety of households with different lifestyles, age ranges, and incomes. The District is intended to allow a flexible mix of scales, densities and formats throughout the community while ensuing that the single-family attached and multifamily residential uses enhance the character of Franklin's residential setting, contribute to the community's visual appeal, and ensure the adequate provision of open space.
 - 5. R-V Village Residence District. The R-V Village Residence District is intended to preserve the single-family residential character and architectural qualities of the SLaint Martin's Historic Village Area. The District is intended to allow new single-family residential infill on vacant or underused sites in the Village area, provided that such development is consistent with the historic visual character and preserves its moderate residential density.

B. Commercial and Mixed-Use Districts

- B-N Neighborhood Business District. The B-N Neighborhood Business District is intended to provide for the dayto-day retail, commercial service, and employment needs of Franklin residents, particularly the needs of the neighborhoods adjacent to properties in the District. The District is further intended to promote a mutually supportive mix of small-scale retail establishments and to ensure safe and convenient pedestrian and vehicular circulation on-site and between adjacent sites as redevelopment of existing sites occurs.
- B-G General Business District. The B-G General Business District is intended to promote a variety of commercial service and retail uses along the City's major roadways. The District is intended to allow moderately large-scale development that serves the general population of Franklin. It is further intended to promote commercial development in visually appealing plaza formats that promote safe and convenient pedestrian travel on sites and between adjacent sites and neighborhoods.

City of Franklin Unified Development Ordinance Update Article 2. Establishment of Districts 2

Commented [RM3]: Revisions for consistency of zoning district names.

- 3. B-R Regional Business District. The B-R Regional Business District is intended to promote a variety of commercial service and retail uses along the City's major roadways to serve the needs of Franklin residents as well as a regional consumer market beyond the City's borders. Moderately large-scale development should be configured with groups of large-lot commercial structures with outlot commercial buildings surrounding shared parking areas and should provide safe and convenient pedestrian travel on-site, and when practicable, between other sites and neighborhoods.
- 4. B-MU South 27th Street Mixed-Use District. The B-MU South 27th Street Mixed-Use District is intended to provide land for a mutually-supportive combination of retail, commercial, office, and compact residential uses in buildings' upper floors along South 27th Street. Development is configured in multi-building plaza formats and on relatively large sites. The District is intended to facilitate greater densities of retail, commercial, office, and residential uses than in the B-1 through B-3 Districts, given South 27th Street's direct access to bus transit. The development should further be arranged in cohesive plaza developments that facilitate convenient vehicle and pedestrian travel and enhance the corridor's appearance.
- 5. B-SM Village Business District. The B-SM Village Business District is intended to promote a mix of commercial retail, service, and upper-floor residential uses in the historic St_aint Martin's Village area while maintaining the area's traditional character and built form. The District is designed to preserve historic structures while allowing infill development on underused sites that is consistent with the area's built characteristics and architectural qualities. Development should continue to be formatted in small lots and buildings should be placed relatively near front lot lines to preserve the area's pdestrian-oriented character.
- C. Industrial and Agricultural Districts.
 - B-P Business Park District. The B-P Business Park District is intended to promote a flexible mix of light industrial, research, and office uses in a campus like setting. Uses are conducted primarily indoors and do not have the potential to generate nuisances to adjoining properties. Circulation systems should be integrated into the site in a cohesive manner to ensure convenient pedestrian and vehicular travel.
 - LI Limited Industrial District. The LI Limited Industrial District is intended to provide land for manufacturing, industrial, warehousing, and similar uses of a limited scale and intensity. The district is intended to support employment opportunities in the City while maintaining the community's natural resources and neighborhood character.
 - 3. A Agricultural District. The A Agricultural District is intended to preserve land in the City historically used for small farming operations engaged in crop production, the raising of livestock, the cultivation of orchards, and other small-scale agricultural activities. The district also accommodates limited single-family housing. The District is intended to preserve the large contiguous parcels of land that are characteristic of the community's rural areas.
 - 4. A-P Prime Agricultural District. The A-P Prime Agricultural District is intended to preserve and protect land in the City historically designated as prime agricultural land in the City of Franklin's Comprehensive Plan. The District is intended to preserve the natural integrity, agricultural productivity, and scenic qualities of these lands while allowing limited single-family residential use properties.
- D. Miscellaneous Districts
 - P Park and Open Space District. The P Park and Open Space District is intended to provide land for parks and recreational facilities that meet the needs of the Franklin community while also preserving the City's natural resources, including rivers, woodlands, wellands and open space.
 - I Institutional District. The I Institutional District is intended to allocate land for public or semi-public uses, municipal facilities, utilities, and noncommercial places of assembly as defined in this UDO. The district serves to accommodate existing and future public and semi-public uses and to allocate land separately from commercial and residential uses.
 - L Landfill District. The L Landfill District is intended to contain and regulate existing and former landfill uses in the City while mitigating their adverse impacts such as odor, noise, and traffic on the community's commercial and residential areas.

City of Franklin Unified Development Ordinance Update Article 2. Establishment of Districts

There are several parcels currently zoned Parks and owned by private organizations (i.e. Tuckaway Country Club, Croatian Soccer). The intent of this ordinance is to regulate permitted and prohibited

Commented [RM4]: The Parks zoning district doesn't imply

that parcels are open to the public or owned by public agencies.

land uses, not ownership.

Commented [RM5]: Revision per feedback from Mrs. Gindt.

- 4. PDL Planned Development Legacy District. The PDL Planned Development Legacy District includes properties that have been previously zoned as a "planned development district" and are governed by a unique set of regulations as set forth in the related planned development ordinance. Properties zoned in the Legacy Planned Development District will continue to operate under their specific planned unit development ordinance. No property may be rezoned into the Legacy Planned Development District after the date of the adoption of this chapter.
- E. Floodplain Overlay District. All development within the Floodplain Overlay District; comprising the Floodway District (FW), Floodfringe District (FF), and General Floodplain District (GFP) is regulated by the Floodplain Zoning Ordinance of the City of Franklin, WI.

15-2-03. Official Zoning Map

- A. Official Zoning Map Established. The location and boundaries of the districts established by this UDO shall be established in the Zoning Map as amended, which is incorporated herein and hereby made a part of this Ordinance.
- B. District Boundary Description and Interpretation.
 - 1. **Zoning Boundary Determination.** The district boundaries shall be streets, alleys, railroads, lot lines, streams, floodplain boundaries, and wetland boundaries unless otherwise shown on the Zoning Map.
 - 2. Zoning Boundary Determination for Approximate Boundaries. Where the designation of the Official Zoning Map indicates that various zoning districts are approximately bounded by a street, alley, lot line, stream, floodplain boundary, or wetland boundary, such lot line or the centerline of such street, alley, or railroad right-of-way, or centerline of the main channel of such stream, the floodplain boundaries, or wetland boundaries as delineated on maps prepared by the City or under the Root River Watershed study, or as determined through the use of on-site wetland delineation, flood profiles and accompanying hydrologic and hydraulic engineering data, shall be construed to be the zoning district boundary line.
 - 3. Split Zoning of New Lots Prohibited. The split zoning of any newly created lot or parcel into more than one zoning district shall not be allowed except for parcels split between a district and the Floodplain Overlay District.
 - 4. Zoning of Annexed Land Any additions to the incorporated area of the City of Franklin shall be classified in the A Agricultural District until otherwise classified by amendment. Annexed land that includes statutory shoreland wetlands or floodplains shall adhere to the provisions of the Floodplain Zoning Ordinance and the Shoreland Wetland Ordinance of the City of Franklin Municipal Code.
 - a. Annexations or Consolidations Containing Shorelands. Annexations containing shorelands shall comply with § 62.231 of the Wisconsin Statutes.
 - Annexations or Consolidations Containing Floodplains. Annexations or consolidations containing floodplains shall be placed in the following districts as applicable:
 - i. All floodways and unnumbered A Zones on the FEMA map shall be placed in the FW Floodway District.

Commented [RM6]: Even though future annexations are unlikely, Planning staff suggests to keep this provision from the current UDO.

Article 3. District Specific Standards

15-3-01. Bulk and Dimensional Standards	
15-3-02, Calculating Dimensional Standards	
15-3-03. Exceptions to Bulk and Dimensional Standards	
15-3-04. Permitted, Conditional, and Temporary Uses	
15-3-05. B-SM - St. Martins Road Historic Business District Specific Standards	

15-3-01. Bulk and Dimensional Standards

A. Residential District Bulk and Dimensional Standards. Table 15-3-01(A) establishes the bulk and dimensional requirements for development or the use of a lot in each residential district.

Standard		R-SE	R-SR	R-MF	R-V
Lot Standards (Minimum)			State Sand	61. 6. 1.	
Lot Area (sqft)	40,000*	18,000	10,000	12,000**	7,200
Lot Area / Dwelling Unit (sqft)***	-	-	-	4,500	-
Lot Width (ft)	150	90	80	100	60
Lot Depth (ft)	110	110	110	110	110
Yard Setbacks (Minimum)		12877623		A Second State	Sec. 1
Front (ft)	60	45	30	15	25
Street Side (ft)	45	35	20	10	15
Interior Side (ft)	20	10	10	5	5
Rear (ft)****		30	30	15	25
Building Standards (Maximum)					
Building Height (ft)	35	35	35	35	35
Impervious Surface Coverage (%)	20	40	50	60	40
Notes					
(*) Lots not served by public sanitary sewe	r and water supply fa	acilities: see Se	ec. 15-8-02.		
(**) Single-family and duplex structures wit	h a party wall: minim	ium lot area of	6,000 sqft and	min. lot width o	<u>f 60 ft</u> .
(***) More than two dwelling units: Lot area	per dwelling unit sh	all apply in add	lition to the bas	seline lot area r	equirement.
(****) Minimum setback of 10 feet is allowe	d for detached garage	les			

Commented [RM1]: Revision listed in cover memo for public hearing held on Jan 23.

Commented [RM2]: The R-C district standards were revised for consistency with the district intent of single-family residential us on large lots and low density.

The proposed standards are based on the current R-2 zoning district.

City of Franklin Unified Development Ordinance Update Article 3. District Specific Standards

1

B. Nonresidential and Mixed-Use District Bulk and Dimensional Standards. Table 15-3-01(B) establishes the bulk and dimensional requirements for development or uses of a parcel in each nonresidential or mixed-use district.

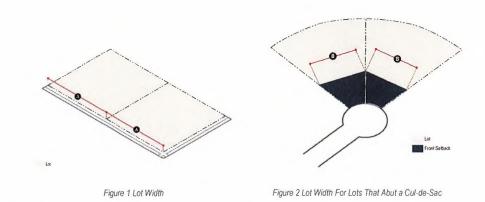
Standard	B-N	B-G	B-R	B-MU	B-SM	B-P	LI	A	A-P	1	P
Lot Standards (Minimum)											
Lot Area (acres)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3	35	n/a	n/a
Lot Width (ft)	50	50	50	50	50	50	50	200	300	50	50
Lot Depth (ft)	110	110	110	110	110	110	110	110	110	110	110
Yard Setbacks (Minimum)											
Front (ft)	25	25	40	30(1)	10	50	30	50	50	30	50
Street Side (ft)	25	25	40	30(1)	15	50	30	50	50	20	50
Interior Side (ft)	10	10	10	10(1)	5	20	20	25	25	10	20
Rear (ft)	20	20	20	30(1)	20	40	15	50	50	30	50
Building Standards (Maximum)		22.4				Sec. 1					
Height Building (ft)	40	40	50	50(2)	40	95	45	35	35	45	40
Impervious Surface Coverage (%)	60	70	70	70	90	60	70	n/a	n/a	60	n/a

(1) 40% of the required setback may be reduced when at least 15% of dwelling units on site are deed restricted to be affordable relative to 80% of the Milwaukee County Area Median Household Income. A minimum of 1 total dwelling units shall be provided on site to qualify.

(2) An additional ten (10) feet of building height shall be allowed when at least 15% of dwelling units on site are deed restricted to be affordable relative to 80% the Milwaukee County Area Median Household Income. A minimum of 1 total dwelling unit shall be provided on site to qualify.

15-3-02. Calculating Dimensional Standards

- A. Lot Width. Lot width shall be measured as the distance between the side lot lines of a lot at right angles to its depth along a straight line parallel to the front lot line.
- B. Lot Widths for Lots that Abut a Cul-de-Sac. The lot width of all lots which abut a cul-de-sac may be reduced by a maximum of twenty (20) percent of the required lot width for the district in which it is located. The required lot width for the district shall be met at the front yard setback line.



City of Franklin Unified Development Ordinance Update

C. Yard Setbacks.

- 1. A required yard setback shall be measured as the horizontal distance from the center point of the applicable lot line into the interior of the lot for the minimum distance specified in Table 15-3-01(A) or (B).
- 2. The span of a yard setback shall be measured as follows.
 - a. Front Yard. From the interior side lot line to the other interior side lot line or street side lot line as applicable.
 - b. Street Side Yard. From the front yard setback line to the rear lot line.
 - c. Interior Side Yard. From the front yard setback line to the rear yard setback line.
 - d. Rear Yard.
 - I. From the interior side lot line to the other interior side lot line; or
 - II. From the interior side lot line to the street side yard setback line.

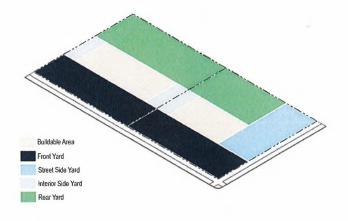


Figure 3 Yard Setbacks

D. Height.

1. Building Height. Building height shall be the vertical distance measured from the mean elevation of the finished lot grade along the building frontage to the highest elevation of the roof.

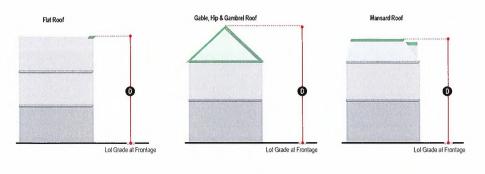
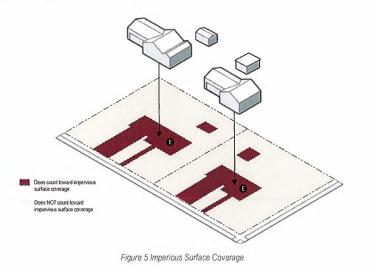


Figure 4 Building Height

- 2. Porch Height. The height of the porch shall be measured from the finished floor level of the porch to the lowest point of the roof.
- E. Impervious Surface Coverage. The portion of a lot that is not covered with soil or natural vegetation. Such surfaces include areas covered by buildings, porches, decks, patios, terraces, and swimming pools, and also include surfaces constructed of asphalt, concrete, gravel-composite, brick, stone, tile or any other paving material used for parking, driveways and walkways.



Commented [RM3]: Revision per recommendation of City Engineer. The City Engineer also recommends to keep gravel and decks listed as impervious surfaces.

City of Franklin Unified Development Ordinance Update

15-3-03. Exceptions to Bulk and Dimensional Standards

- A. Height Exceptions. The following structures may exceed the height limitations established in Table 15-03-1(A) and (B) as follows.
 - Architectural Projections. Architectural projections such as antennae, spires, steeples, belfries, parapet walls, cupolas, domes, flues, and chimneys may exceed the height limit for the district to provide for projections usual and customary to the proposed use.
 - 2. Special Structures. Structures such as elevator penthouses, mechanical penthouses, gas tanks, grain elevators, observation towers, and scenery lofts, manufacturing equipment and necessary appurtenances, cooling towers, fire towers, substations, and smoke stacks are exempt from the height limitations of this UDO provided the structures are an integral part of and do not detract from the design of the principal structure as approved by the Plan Commission and/or Architectural Board.
 - 3. Essential Services, Utilities, Water Towers, and Electric Power and Communication Transmission Lines. Essential services, utilities, water towers, and electric power and communication transmission lines are exempt from the height limitations of this Ordinance. Building-mounted earth station dish antennas shall not exceed the maximum height regulation of the district in which they are located.
 - Agricultural Structures. Agricultural structures, such as barns, silos, windmills, shall not exceed in height twice their distance from the nearest lot line.
 - 5. Public or Semipublic Facilities. Public or semipublic facilities, such as schools, churches, hospitals, monuments, sanatoriums, libraries, and governmental offices and stations, may be erected to a height of sixty (60) feet, provided all required yard setbacks are increased not less than one (1) foot for each foot the structure exceeds the district's maximum height requirement.
 - 6. Modification of Other Ordinances and Regulations Not Permitted Under this Section. Modifications permitted under this Section of this Ordinance do not modify any requirements of federal, State, or local building codes relating to the elements addressed in this Section of this Ordinance.
- B. Yard Setback Exceptions. Obstructions into the yard setback requirements specified in Table 15-3-01(A) and (B) may be permitted as follows.
 - 1. Uncovered Stairs, Landings, and Fire Escapes. Uncovered stairs, landings, and fire escapes may project a maximum of six (6) feet into a required yard setback and shall not be closer than three (3) feet to any lot line.
 - Architectural Projections. Architectural projections including chimneys, flues, sills, eaves, belt courses, and
 ornamental features, may project a maximum of two (2) feet into a required yard setback. Bay windows may project a
 maximum of three (3) feet into a required yard setback.
 - Accessibility Structures. ADA accessible wheelchair ramps and other features designed to promote universal access on the subject site may project into a required yard setback but shall be located at least three (3) feet from any lot line.
 - 4. Utility and Electric Power and Communication Transmission Lines. Utility and electric power and communication transmission lines are exempt from the yard setback and distance requirements of this Ordinance.
 - Terraces, Patios, Uncovered Decks. Terraces, patios, uncovered decks, and ornamental features which do not extend more than three (3) feet above or below the adjacent grade may project a maximum of ten (10) feet into any required yard setback, however any such structure shall be setback at least five (5) feet from any property line.
 - Lampposts and Flagpoles. Lampposts with a maximum height of ten (10) feet and flag poles with a maximum height of thirty-five (35) feet may project into required yard setbacks, however any such structure shall be set back at least five (5) feet from any property line.

City of Franklin Unified Development Ordinance Update

- 7. Air Conditioning Units. Air conditioning units may project up to five (5) feet into a required side or rear yard setback but shall not be closer than five (5) feet from any property line.
- Below-Ground Stairways and Windows. Stairways and windows that are constructed entirely below the site's finished grade may project into any required yard setback.
- 9. Fences. Fences may be located in required yard setbacks as specified in Article 5.
- 10. Rainwater Harvesting Structures. Rainwater harvesting structures with two-hundred (200) gallons or less of storage may project into a required side or rear yard setback but shall not be closer than five (5) feet from any property line. Rainwater harvesting structures with over two-hundred (200) gallons of capacity meet the location standards for accessory structures in Article 4. In no instance shall an underground rainwater harvesting structure be within five (5) feet of an easement.
 - a. If rain water harvesting structures are to be buried they shall be considered stormwater and shall conform to the requirements of SPS 382. A plumbing permit shall be required. Rain water harvesting structures located above ground shall not require a plumbing permit and shall not be required to confirm with the requirements of SPS 382.
 - All rainwater harvesting structure shall be adequately maintained and in functional condition and shall meet the applicable standards of Section 190-24 of the Franklin Municipal Code.

15-3-04. Permitted, Limited, Conditional, and Temporary Uses

- A. The following key shall be used in the interpretation of Table 15-3.0400(B) and (C).
 - Permitted Uses. Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this UDO.
 - 2. Conditional Uses. Uses which are marked as "C" in the table shall be allowed upon the approval of a Conditional Use Permit as detailed in Section 15-9-07.
 - Temporary Uses. Uses which are marked "T" in the tables shall be allowed upon the approval of a Temporary Use Permit as detailed in Section 15-9-03(C)
 - a. The uses marked as "P" under temporary uses table are exempt from the Temporary Use Permit requirement, as outlined in Section 15-4-14(E) of this UDO.
 - Prohibited Uses. A blank space in the tables indicates that a use type is not allowed in the respective zoning district unless it is otherwise expressly allowed by other regulations of this UDO.
 - 5. Uses Not Listed. If a proposed use is not listed in the tables, the Zoning Administrator shall determine if the use is substantially similar to a use listed on the tables per the process established in Article 9. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
 - Additional Regulation. If a use has use specific standards they are highlighted in green. Use specific standards shall apply to permitted, conditional, and temporary uses.

Commented [RM4]: Revision per feedback from Mrs. Gindt.

B. Permitted, Conditional, and Temporary Uses in Residential Districts.

Use	R-C	R-SE	R-SR	R-MF	R-V	
Residential	R-C	R-SE	R-SR	R-MF	R-V	
Community Living, 1-15 Persons	Р	Р	Р	Р	Р	
Community Living, 16 + Persons	С	С	С	GР	С	
Mobile/Manufactured Home Park, Existing Prior to this UDO				Р		
Dwelling Duplex			С	Р	C	
Dwelling Townhome				Р		
Dwelling Multifamily Building				Р	0	
Dwelling Multifamily Complex				Р		
Dwelling, Single-Family	Р	Р	Р	P	Р	
Senior Housing, Assisted Living	С	С	С	С	С	
Senior Housing, Nursing Care	С	С	С	С	С	
Senior Housing, Total Life Care			-	С		
Institutional	R-C	R-SE	R-SR	R-MF	R-V	
Educational Facility	С	С	С	С	С	
Place of Assembly	R-C	R-SE	R-SR	R-MF	R-V	
Noncommercial Place of Assembly, 20,000 sqft or less	Р	Р	Р	Р	Р	
Noncommercial Place of Assembly, more than 20,000 sqft	С	С	С	С	С	
Recreation, Amusement, and Lodging	R-C	R-SE	R-SR	R-MF	R-V	
Lodging House	Р	Р	Р	Р	Р	
Short Term Rental	Р	Р	Р	Р	Р	
Agricultural	R-C	R-SE	R-SR	R-MF	R-V	
Community Garden	Р	Р	Р	Р	Р	
Crop Production	С					
Indoor Agriculture	С					
Utilities and Transportation				1912 180		
Antenna	С	С	С	С	С	
Telecommunications Tower	С	С	С	С	С	
Accessory	R-C	R-SE	R-SR	R-MF	R-V	
Accessory Dwelling, Detached/Attached	С	С	С	С	С	
Accessory Dwelling, Internal	Р	Р	Р	Р	Ρ	
Accessory Structure	Р	Р	Р	Р	Ρ	
Artisan Workshop	Р	P	Р	Р	Р	
Electric Vehicle Charging Station	Р	Р	Р	Р	Р	
Home Based Business	Р	Р	Р	Р	Р	
Solar Energy Collection System, canopy	Р	Р	Р	Р	Р	
Solar Energy Collection System, ground mounted	Р	Р	Р	Р	Р	
Solar Energy Collection System, roof mounted	Р	Р	Р	Р	Р	
Temporary	R-C	R-SE	R-SR	R-MF	R-V	
Construction Related	T	T	T	T	Ť	
Construction Trailers as Temporary Offices	Р	Р	Р	Р	Р	

Commented [RM5]: The current UDO has two separate categories: 8 or fewer persons and 9-15 persons; the first one is listed as a permitted use in most single-family residential districts, and the second one as special use. The proposed UDO combines them into one category: 1-15 persons as a permitted use in all residential districts. The Plan Commission recommended approval of this amendment on March 6, 2025, the vote was 5-0-0 (one abstention).

Commented [RM6]: Duplexes are currently conditional use (special) in the Village Residence District (R-V).

City of Franklin

1

Unified Development Ordinance Update

	1	I	1		1
Dumpsters for Trash and Garbage Required For Construction Sites	Р	Р	Р	Р	Р
Garage and Yard Sales	Р	Р	Р	Р	Р
Food Truck	Т	T	Т	T	T
Model Homes, Model Dwelling Units, and Pre-Construction Sales Offices	Р	Р	Р	Р	Р
Public Interest and Special Events	Р	Р	Р	Р	Р
Femporary Roadside Stands for the Sale of Agricultural Products	Р	Р	Р	Р	Р
Temporary Concrete Batch Plants or Asphalt or Asphalt Reprocessing Plants and Temporary Stone Crushers	т	т	т	т	т

C. Permitted, Conditional, and Temporary Uses in Nonresidential and Mixed-Use Districts.

Use	B-N	B-G	B-R	B-MU	B-SM	B-P	LI	A	A-P	Р	1	L	FW	
Residential	B-N	B-G	B-R	B-MU	B-SM	B-P	LI	A	A-P	P		L	FW	
Single-Family				Р	Р			Ρ	Ρ					
Multifamily				d										Commented [RM7]: In the current UDO, multifamily
Multifamily, second upper floor or above only	Ρ	Р	Р	Р	р									residential is a conditional use in this district (currently B-4).
Institutional	B-N	B-G	B-R	B-MU	B-SM	B-P	LI	A	A-P	Ρ	1	L	FW	
Educational Facility											С			
Governmental Uses											С			
Health Care Facility	Ρ	Ρ	Р	Р	C	Р	CP				PC			Commented [RM8]: Revisions by City Development staff fo
Cemetery											С			consistency with current UDO.
Place of Assembly	B-N	B-G	B-R	B-MU	B-SM	B-P	LI	A	A-P	P		L	FW	
Indoor Commercial Place of Assembly, 20,000 sqft or less	Р	Р	Р	Р	Р			С	С	С	Р			
Indoor Commercial Place of Assembly, more than 20,000 sqft	с	Р	Р	Р	с			С	С	С	р			
Outdoor Commercial Place of Assembly	С	С	С	С	С			С	С	С	d.P			Commented [RM9]: Per Plan Commission motion carried o
Noncommercial Place of Assembly, 20,000 sqft or less								С	С	С	Р			April 3, 2025.
Noncommercial Place of Assembly, more than 20,000 sqft								с	С	С	Р			
Recreation, Amusement, and Lodging	B-N	B-G	B-R	B-MU	B-SM	₿∙Р	L	A	A-P	Р	T	L	FW	
Campground										C				
Lodging House								Ρ	Р					
Hotel	C	С	С	С										
Motel		С												
Recreation Area										Р	Р		Р	

City of Franklin Unified Development Ordinance Update

P P C C C C C C C P	P P P C B-G B-G	<u>Р</u> <i>B-R</i> Р Р С <i>B-R</i>	P P P C B-MU	P C B-SM P C	<u>P</u> <i>B-P</i>	P L/ C	<u>Р</u> Р А	<u>Р</u> Р <i>А-Р</i>	P P	<u>P</u>	L	P FW	
P C C B-N C	P P C B-G	P P C	P P C	B-SM P	B-P		-		P	1	L	FW	
P C C B-N C	P P C B-G	P P C	P P C	Р	B-P		A	A-P	P	1	L	FW	
C C P=N C	P C B-G	PC	P C			С							
C C P=N C	P C B-G	PC	P C								1 I		
C C P=N C	P C B-G	PC	P C				-						
C C C	C B-G	C	C	С									Commented [RM10]: Threshold recommended by the Pla
C C C	C B-G	C	C	U									Commission for administrative and Plan Commission reviews.
C	B-G						-		-				
с		B-R	B-MU			0	+	-	-				
с		B-R	B-MU	0.014	0.0	С		1	р				
	с			B-SM	B-P	LI	A	A-P	P	and I am	L	FW	
						С	c						
P	Ρ	Р	Р	Р		<u>P</u>	-						
s	Р	Р	Р	С	Р	P							
Р	· ·	Р	Р		Р								
С	С												
			Р	Р									
P	Р	Р	Р	Р	Р	P						-	Commented [RM11]: Revisions listed in cover memo for
_													public hearing held on Jan 23.
P	Р	Р	Р	-	Р	<u>P</u>	-		-				
					Р								
3-N	B-G	B-R	and all the second second second	Contract of the local division of the local	B-P	LI	A	A-P	Р	$= I^{+}$	L	FW	
Р	Р	Р	Р	Р									
Р	Р	Р	Р	Р									
C	С	С	С	С	С								
	-												
							-				-		
	-	-		The second second			1 11 11		10000	1	-		
3-N	B-G	B-R	B-MU -	B-SM	B-P	LI	A	A-P	P.		L	FW	Commented [RM12]: Revisions to vehicle related uses for
	C	С				Р							consistency with existing ordinance.
			C			P	1						
	-	-	-				-						
	-	-	-			P							
	-		-				-						
3-N			-	R-SM	R.P.		A	A-P	P	151	T	FIM.	
	0.0	- Ch	5 110	10 Char		hert	-				-		
	-						-						
							-		1		-		
-			-			D	+ ·		-				
P	P	D			-	F	-	· ·	-		+		
	S 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	B P P P C C P P P C P P P P P P P	B P P P P P C C - P P P P C C P P P P C C	B P P P C C C C C C C P C C C P P P P P C C C P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P P	B = P P P P C P P P C C P P C C P P C P P P D P P P P D P P P P N B - G B - R B - MU B - SM M B - G B - R B - MU B - SM <t< td=""><td>3 P P P C P 3 P P P Q P 2 C 2 P P P P 2 P P P P P P 2 P P P P P P 2 P P P P P P N $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ 2 C C C C C C 2 P P P P P P 2 P P P P P P 3 4 $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ 4 C C</td><td>N P P P P P P P C P P P P P P P C C P P P P P P C P P P P P P P D P P P P P P P D P P P P P P P N $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ U D P P P P P P P<td>N P P P P P P P P C P P P P P P P P C P P P P P P P C P P P P P P P D P P P P P P P N $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ LI A D P P P P P P P D P P P P</td></td></t<> <td>\mathbf{a} \mathbf{p} \mathbf{p}</td> <td>\mathbf{a} \mathbf{p} \mathbf{p}</td> <td>\mathbf{a} \mathbf{p} \mathbf{p}</td> <td>A A</td> <td>S P P P C P P </td>	3 P P P C P 3 P P P Q P 2 C 2 P P P P 2 P P P P P P 2 P P P P P P 2 P P P P P P N $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ 2 C C C C C C 2 P P P P P P 2 P P P P P P 3 4 $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ 4 C C	N P P P P P P P C P P P P P P P C C P P P P P P C P P P P P P P D P P P P P P P D P P P P P P P N $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ U D P P P P P P <td>N P P P P P P P P C P P P P P P P P C P P P P P P P C P P P P P P P D P P P P P P P N $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ LI A D P P P P P P P D P P P P</td>	N P P P P P P P P C P P P P P P P P C P P P P P P P C P P P P P P P D P P P P P P P N $B-G$ $B-R$ $B-MU$ $B-SM$ $B-P$ LI A D P P P P P P P D P P P P	\mathbf{a} \mathbf{p}	\mathbf{a} \mathbf{p}	\mathbf{a} \mathbf{p}	A A	S P P P C P P

1

City of Franklin Unified Development Ordinance Update

	04/2	2/2025	- DRA	T FOR A	DOPTION	CONSI	DERATIO	DN		1 M			p
Nursery Wholesale								P	Р				
Industrial	B-N	B-G	B-R	B-MU	B-SM	B-P	Ц	A	A-P	Р	1	L	FW
Artisan Manufacturing	Р	Р	Р	Р	Р								
Brewery/Winery/Distillery							Р	C	С				_
Composting Facility							С	C	С				
Co-Warehouse							P						
Distribution Facility							С						
Equipment Rental, Sales, and Service	Р	Р	Р				Р						
Extractive Industry							С	С					
Heavy Industry							С						Ρ
Home Improvement Center/ Lumberyard	Р	Р	Р				Р						
Landfill												С	
Light Industry							С						
Recycling Facility											С	С	
Salvage Yard							С					Р	
Self-Service Storage Facility			С				PG						
Solid Waste Facility							С			1		С	
Storage Yard							С						
Warehouse							PG						
Utility and Transportation	B-N	B-G	B-R	B-MC	B-SM	3.P	LI	A	A-P	Р	1	L	FW
Antenna	С	С	С	С	С	С	С	С	С	С	С	С	
Airport/ Heliport											С		
Helistop		С	С	С		С					C		
Loading Areas and Parking Areas, as a Principal Use													Р
Railroad Use								+		1	С		
Sanitary Sewer or Water Supply Lines										1			С
Solar Farm								С	С				
Telecommunications Tower	С	С	С	С	С	С	C	C	С	С	С	С	
Wastewater Treatment								-					
Ponds and Facilities													Р
Waterborne Transportation Uses													Р
Wind Farm	-					Street B . Attack	KM-01	С	С		-		
Accessory	B-N	B-G	B-R	B-MU	B-SM	B-P	LI	A	A-P	Р	1	L	FW
Accessory Retail	Р	Р	Р	Р	Р	Р	С						
Accessory Structure	Р	P	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	
Artisan Workshop								Р	Р				
Drive Through	С	С	С	C									
	C	С	С	С			С						
Donation Drop Box Electric Vehicle Charging	U U												

Commented [RM13]: Co-warehouse, self-service storage ar warehouse are listed as permitted uses in the current UDO.

City of Franklin Unified Development Ordinance Update

1

1

					1	1 1		1 1				1 1	
Outdoor Activity/ Operation/Storage							С						
Outdoor Dining	Р	Р	Р	Р	Р								
Outdoor Display/ Sale of Merchandise	Р	Р	Р	Р	Р								
Solar Energy Collection System, canopy	Р	Р	Р	Р	Р	Р	P	Р	Р	Р	P	Р	
Solar Energy Collection System, ground mounted	С	С	С	С	С	С	С	С	С	С	С	с	
Solar Energy Collection System, roof mounted	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	P	
Temporary	B-N	B-G	B-R	B-MU	B-SM	B-P	LI	A	A-P	Р	Ĩ	L	FW
Construction Related	T	Ť	T	Т	Т	Ť	Т	T	Т	T	T	T	
Construction Trailers as Temporary Offices	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	
Dumpsters for Trash and Garbage Required For Construction Sites	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	P	Р	
Farmers Market	T	Т	Т	Ť	Ť			Ť	Ť				
Food Truck	T	Ť	Т	Т	T	Т		Ť	Т				
Garage and Yard Sales	Р	Р	Р	Р				Р	Р				
Model Homes, Model Dwelling Units, and Pre- Construction Sales Offices	Р	Р	Р	Р	P	Р	Р	Р	Р	Р	Р	Р	
Public Interest and Special Events [*]	Р	Р	Р	Р	Р	Р	Р	Р	Ρ	Р	Р	Р	
Temporary Roadside Stands for the Sale of Agricultural Products	P	Р	Р	Р	Р			P	Ρ				
Temporary Concrete Batch Plants or Asphalt or Asphalt Reprocessing Plants and													
Temporary Stone Crushers	T	T	T	Ť	Ť	T	Т	Ť	Ť	T	Т	T	

15-3-05. B-SM - St.aint Martin's Road Historic Business District Specific Standards

A. Canopies and Awnings.

- 1. Building canopies, awnings, or similar weather protection devices are encouraged on the first floor of all buildings.
- 2. If provided, the device shall project a minimum of three (3) feet and a maximum of five (5) feet from the façade to which it is affixed.
- B. Building Frontage. The primary façade of all nonresidential and mixed-use development shall meet the standards of one (1) of the frontage types detailed in subsection one through four below. The use of the resulting front yards or porches for outdoor dining or other activity generating uses that support the subject lot's principal use is encouraged.
 - 1. **Projecting Porch**. The primary façade of the building shall be sufficiently set back from the property line to accommodate the projecting porch within the front yard setback. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch shall be open on three (3) sides and

City of Franklin Unified Development Ordinance Update

have a roof form that shall be separate from the principal structure. A projecting porch may encroach into a required front yard setback to a maximum extent of ten (10) feet. The following minimum standards shall apply to projecting porches.

- a. Width. Ten (10) feet
- b. Depth. Eight (8) feet
- c. Height. Eight (8) feet
- Storefront. The primary façade of the building shall adjoin the required minimum front setback. Accordion-style
 windows and doors or other operable windows are encouraged. The following standards shall apply to shopfronts.
 - a. Window Area. Sixteen (16) square feet
 - b. Window Width. Three (3) feet
 - c. Window Height. Four (4) feet
 - d. Sill Height. Three (3) feet
- C. Entrance Orientation. Main entrances to buildings shall be oriented toward the primary street adjoining the subject property. Secondary entrances are encouraged along secondary streets for comer lots, or along building frontages not adjoining a street for interior lots.
- D. Parking Location. Off-street parking spaces and lots shall be located to the rear or interior side of the principal building.

Article 4. Use-Specific Standards

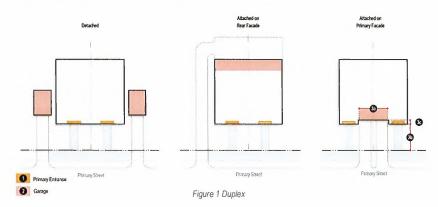
15-4-01. Residential Use-Specific Standards
15-4-02. Institutional Use-Specific Standards
15-4-03. Place of Assembly Use-Specific Standards
15-4-04. Recreation Use-Specific Standards
15-4-05. Lodging Use-Specific Standards
15-4-06. Retail Use-Specific Standards
15-4-07. Service Use-Specific Standards
15-4-08. Eating and Drinking Use-Specific Standards
15-4-09. Vehicle-Related Use-Specific Standards
15-4-10. Agricultural Use-Specific Standards
15-4-11. Industrial Use-Specific Standards
15-4-12. Utility and Transportation Use-Specific Standards
15-4-13. Accessory Use-Specific Standards
15-4-14. Temporary Use-Specific Standards

Article 4. Use Specific Standards

15-4-01. Residential Use-Specific Standards

A. Community Living, All Capacities.

- No community living arrangement with a capacity of 16 persons or more shall be established within two thousand five hundred (2,500) feet of any other such facility-regardless of its capacity with a capacity of 16 persons or more. This separation requirement does not apply to community living arrangements (all capacities) in the R-MF Multiple-Family <u>Residence District.</u>
- 2. Foster homes housing four (4) or fewer children and licensed under § 48.62 of the Wisconsin Statutes., shall not be subject to these provisions.
- B. Duplex.
 - 1. Duplexes primary entrances shall be oriented toward the designated front lot line.
 - A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided in an attached or detached garage.
 - Attached garages are encouraged to be located on rear façades. If attached garages are located on the primary façade they shall:
 - a. Not exceed forty-five (45) percent of the façade's total width,
 - b. Be setback a minimum of twenty-five (25) feet from the property line, and
 - c. Be recessed from the primary front façade (excluding porches) of the duplex a minimum of five (5) feet.
 - 4. Exterior building cladding materials shall be time- and weather- tested materials and techniques such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.



Commented [RM1]: Please note that the Fair Housing Amendments Act of 1988 prohibits placing additional zoning requirements on a community residence for people with disabilities that meets the zoning code requirement for other residential uses⁴ Therefore, this separation requirement would not apply to community living arrangements of 15 persons or less, or in the R-MF districts where multifamily residential is allowed by right.

The intent of the separation requirement for community living arrangement is "to enable its residents to achieve normalization and integration into the community, it should be located in a norma residential neighborhood. If several group homes were to locate next to one another, or <u>be placed on the same block</u>, the ability of the group homes to advance their residents' normalization would t compromised. Such clustering would create a *de facto* social service district in which many facets of an institutional atmosphere would be recreated and would change the character of the neighborhood**.

Therefore, staff suggest this separation requirement which isn't more restrictive than standards applicable to other residential uses

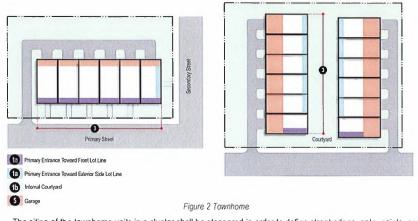
(*) American Planning Association Policy Guidance on Community Residences.

City of Franklin Unified Development Ordinance Update

Article 4. Use Specific Standards

C. Townhome.

- 1. Townhomes shall be oriented with their primary entrances either:
 - a. Toward the designated front lot line. The primary entrance of end unit townhomes on corner lots may be oriented toward the designated front or exterior side lot line.
 - b. Toward an internal courtyard space. The primary entrance of end unit townhomes closest to the designated front lot line shall be oriented toward the designated front lot line.
- Individual townhome units should be articulated through the exterior design of the townhome cluster. This can be accomplished through dormers, porches, vertical design elements, varying roof forms, or other architectural devices.
- 3. The maximum length of a townhome cluster shall be two hundred (200) lineal feet.



- The siting of the townhome units in a cluster shall be staggered in order to define street edges, entry points, and public gathering spaces.
- 5. A minimum of one (1) of the parking spaces, as detailed in Section 15-5-01(B) of this UDO shall be provided in an attached or detached garage.
- Exterior building cladding materials shall be time- and weather-tested materials and techniques such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.

D. Multifamily Building.

- 1. The building's primary façade and principal entrance shall be oriented toward a public street.
- A maximum of one (1) curb cut allowing vehicular access to the site shall be permitted per street frontage unless otherwise approved by the Zoning Administrator.
- All off-street parking, as specified in Section 15-5-01(B) of this UDO, shall be located in the rear and/or interior side of the primary building. Off-street parking located in the interior side yard setback shall be set back a minimum of one (1) foot from the front elevation of the primary building.
- 4. ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.
- Service areas, dumpsters, utilities and the required nonvegetative screening of these features shall not be visible from rights-of-way.
- Multifamily uses shall operate in accordance with all other applicable federal, state, and local laws and, if additional
 permits are required, such permits were obtained prior to beginning operation.
- 7. All multifamily buildings shall meet the design standards of Section 11-5-10.

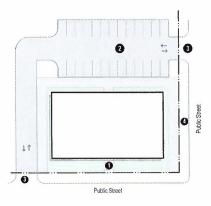


Figure 3 Multifamily Building

City of Franklin Unified Development Ordinance Update

E. Multifamily Complex.

1. Primary Façade.

- The primary entrance and front façade of buildings within a multifamily complex shall be oriented towards the following, listed in priority order:
 - I. Perimeter streets,
 - II. Primary internal streets,
 - III. Parks or other common open space,
 - IV. Secondary internal streets, or
 - V. Parking areas only if approved by the Zoning Administrator.
- Parking shall be integrated into the overall site design to minimize visual impact, reduce the loss of trees, and be visually concealed from public rights-of-way.
- ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.

15-4-02. Institutional Use-Specific Standards

- A. Cemetery.
 - 1. The minimum lot size for a cemetery shall be three (3) acres.
 - 2. Adequate space shall be provided within the site for the parking and maneuvering of funeral corteges.
 - 3. All interment shall be set back at least fifty (50) feet from any adjoining lot line.
 - 4. All structures shall be set back at least fifty (50) feet from any boundary line of the cemetery property plus two (2) feet for each one (1) foot of structure height over 25 feet to the maximum height permitted by the district in which it is located.
 - 5. All requirements of the Wisconsin State Statutes regarding the interment of human dead shall be met.

15-4-03. Place of Assembly Use-Specific Standards RESERVE

15-4-04. Recreation Use-Specific Standards

- A. Campgrounds.
 - All campgrounds shall have direct access to an arterial street, however no direct access to an individual site shall be permitted from a public street.
 - 2. All campgrounds shall have a minimum site area of thirty (30) contiguous acres.
 - All trailer and vehicle parking spaces are to be paved with asphaltic concrete, <u>brick</u>, <u>pavers</u>, <u>or other pavements</u> approved by the City Engineer.
 - 4. No more than fifteen (15) percent of a travel trailer park site shall be used for campground purposes.
 - 5. The following accessory uses may be allowed.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards

Commented [RM2]: This draft doesn't set specific standards for place of assembly use. However, staff recommends to reserve this section in case of future standards for this use.

Commented [RM3]: Revision to address comment of Comm Haley.

- Recreational facilities. a.
- b. Laundry buildings.
- C. One (1) service retail store not to exceed 2,000 square feet in total floor area.
- A manager's office and storage buildings, sanitary facilities, and fences, constructed in accordance with all the d. provisions of this Ordinance and all other applicable City of Franklin regulations.
- e. No accessory buildings or structures shall be used for human occupancy, except as explicitly approved.
- 6. A maximum density of 15 campsites per acre shall be allowed.
- One hundred (100) square feet of recreation area shall be provided per campsite. 7.
- 8. All public utilities shall be placed underground.
- 9. Campground areas of any travel trailer park shall provide a minimum of 500 square for each tent site. A ten foot separation shall be maintained between tents.
- 10. Every campground there shall be provided at least one (1) sanitary garbage pickup area on the site.
- 11. All campgrounds shall comply with all State and local regulations.

15-4-05. Lodging Use-Specific Standards

- A. Lodging House.
 - 1. The property must be developed, maintained, and operated so that the principal building, accessory buildings, yard, drive, and street frontage complement the appearance and character of its adjacent neighborhood and do not detract from abutting properties.
 - 2. Cooking facilities shall not be permitted in any of the guest rooms.
 - 3. The Zoning Administrator may require a lodging house to be screened from abutting residential properties by the erection and maintenance of a bufferyard Transition Area per Article 5, the type of which shall be determined by the Zoning Administrator.
 - 4. The principal use is for lodging with accessory uses such as catering or events venue requiring temporary use permit.
- Short-Term Rental. B.
 - 1. A maximum of two (2) adult guests per bedroom shall be allowed.
 - The duration of guest stay shall be a minimum of three (3) days and a maximum of thirty (30) days. 2.
 - 3. The residential dwelling in which short term rental operates shall be the primary residence of the property owner.
 - 4. Short-term rentals shall be subject to the hotel tax provisions established in Chapter 138-25 of the City of Franklin Code of Ordinances.
 - A Tourist Rooming House License from the City of Franklin Health Department is required to operate 5

Commented [RM4]: Revision for consistency with Section 15 5-04 Minimum Landscape Standards.

Commented [RM5]: Provision added per feedback from the

Health Department.

City of Franklin Unified Development Ordinance Update

15-4-06. Retail Use-Specific Standards

- A. Adult Establishment.
 - Adult establishments shall locate at least one-thousand (1,000) feet from any parcel in a residential district or with an existing use classified in the following categories.
 - a. Residential.
 - b. Institutional.
 - c. Place of Assembly.
 - d. Lodging.
 - e. Eating and drinking.
 - 2. Adult establishments shall locate at least one thousand (1,000) feet from another adult establishment.
 - A <u>bufferyard</u> Type D Buffer yard shall be provided along all property lines shared with an existing use categorized in subsection (A)(1) or when adjoining a residential district.
 - 4. The hours of operation shall be limited to between 11:30 am and 1:00 am, except for cleaning and maintenance activities necessary for the property's operation, which may occur or after the hours specified in this subsection.
 - 5. No amplified sound equipment audible outside the principal building shall be allowed.
 - 6. Adult uses shall comply with all federal, state, county, and local laws, rules, and regulations, as amended.

15-4-07. Service Use-Specific Standards

- A. Animal Boarding Facility/Kennel and/or Veterinary Services.
 - 1. No livestock or large animals shall be boarded, treated, or kept on the premises.
 - 2. Buildings shall be located no closer than seventy-five (75) feet from any adjacent residential property.
 - Enclosed exercise areas shall be at least one-hundred fifty (150) feet from any residential property. All exercise areas shall be enclosed by a fence and adjacent to the principal building.
 - 4. All litter and waste shall be contained and controlled on site by having appropriate flushing drains and other physical elements to properly dispose of cleaning waste from the boarding area. Solid waste shall be removed from outdoor areas after each use of the area.
 - All activities, except animal exercise areas, shall be conducted within an enclosed building designed with noise resistant materials and which allows for adequate ventilation.
 - Drainage from outdoor areas shall be directed to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drain inlets and surface waters.
 - 7. Solid waste will be removed from the outdoor area after each use of the area.
 - All outdoor areas shall be screened with a solid opaque fence or wall at least six (6) feet in height. Slatted chain link fences shall not meet this requirement.
 - 9. Use of outdoor exercise areas between the hours of 10:00 pm and 7:00 am is prohibited.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards

Commented [RM6]: This provision is from the current UDO. According to a report* from the American Planning Association, zoning ordinances typically set separation distances between sexually oriented uses and other adult uses.

(*) Kelly, Eric Damian & Cooper, Connie. 2000. "everything you always wanted to know about regulating sex businesses xxx". American Planning Association, Planning Advisory Service Report 795/496, page 76.

Commented [RM7]: Revision for consistency with Section 15 5-04 Minimum Landscape Standards.

15-4-08. Eating and Drinking Use-Specific Standards

A. Food Truck Court.

- 1. The maximum number of food trucks allowed on site shall depend on the size of the lot and site's ability to provide required electrical access and parking. Site plans shall be provided to the City for review before permitting.
- 2. A minimum of ten (10) feet of clearance shall be provided between food truck stalls for electrical service access.
- Food truck stalls shall be clearly defined and separated from all patron parking with an enclosure. Any use of fencing or
 planters to separate the food truck park from parking shall provide visibility into the site and shall not exceed four (4)
 feet in height.
- Food truck courts are encouraged to create an inviting and attractive aesthetic environment and shall include seating and shade elements.
- A minimum of (2) permanent restrooms that meet ADA standards shall be made accessible to patrons within two hundred (200) feet of the food truck court during hours of operation.
- 6. Electrical service shall be provided to each food truck.
- A minimum of one (1) trash receptacle and one (1) recycling receptacle shall be provided per food truck. The food truck park shall also provide a commercial dumpster outside of the designated patron area for waste disposal. The dumpster shall be screened in accordance with Article 5.
- 8. All food trucks shall hold a current Mobile Retail Food License

15-4-09. Vehicle-Related Use-Specific Standards

A. Auto Sales/Rental and Service.

- 1. All outdoor display areas for sales, rental, and service shall be improved with all-weather surfaces.
- Parking lots used for the outdoor display of motor vehicles for sale and/or rent shall be exempt from the landscape spacing requirements for the parking area perimeter zone, as detailed in Article 5, and instead may cluster required landscape elements to preserve views to motor vehicles offered for sale and/or rent.
- 3. No vehicles shall be parked within the public right-of-way.
- Repair bays shall not front adjacent public rights-of-way or face a parcel with a residential use or in a residential district.
- 5. No more than one (1) elevated display shall be used, raising the vehicle no more than three (3) feet off the ground.
- Accessory uses and structures, such as car wash facilities and their incidental functions (vacuums and air compressors) shall be set back at least fifty (50) feet from public rights-of-way or a residential use or district.
- 7. No existing buildings shall be occupied or re-used for vehicle sales, rental and service unless all requirements of this UDO are met. The use shall operate in accordance with all other applicable federal, state, and local laws. If additional permits are required, such permits shall be obtained prior to the operation's approval.
- Drainage from outdoor storage and/or activity areas shall be directed to gravel, grassed, or other planted areas in a
 manner that prevents direct discharge to storm drain inlets and surface waters.
- Measures for containment of potentially contaminated runoff from vehicle-related activities shall be incorporated into the site plan and drainage plan to ensure that contaminated runoff does not reach storm drains or surface waters.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards 8

Commented [RM8]: Note that a food truck court is a permanent use, therefore, this ordinance sets different standards that don't apply to food trucks as a temporary use, such as the electrical service, restrooms, screened dumpster and seating areas.

The electrical service requirement is intended to avoid the use of electric generators that may create noise nuisances.

Definitions from Art. 12 FOOD TRUCK. A motorized vehicle or trailer equipped to cook, prepare, and/or sell food. FOOD TRUCK COURT. A permanently established area designed to accommodate multiple food trucks and offering food and/or beverages for sale to the public as the main use of the property an functioning as a single business.

Commented [RM9]: Provision added per feedback from the Health Department.

10. The City Engineer shall review plans to ensure sufficient measures, including grading and where necessary oil/water separation or equivalent structures, have been incorporated into the site plan.

B. Carwash.

- 1. Hours of operation shall be restricted to between 7am and 10pm.
- All car wash facilities and accessory equipment such as vacuums, dryers, and accessory buildings and structures shall be set back a minimum of two hundred (200) feet from any parcel with an existing residential use or in a residential district. Such facilities and equipment shall be enclosed within a building, except for self-service vacuum units.
- If self-service vacuum facilities are provided, a minimum of one (1) parking space for each vehicle capable of being serviced at any one time at such vacuum facility shall be provided. Such parking spaces for accessory vacuum facilities shall not interfere with circulation or entrance or exit drives.
- 4. Accessory equipment such as vacuum facilities shall be set back a minimum of twenty (20) feet from all property lines.
- All full-service or conveyor-based carwash facilities shall be equipped with a water recycling system that shall recycle a minimum of fifty (50) percent of the water being used by the facility
- Drainage from outdoor storage and/or activity areas shall be directed to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drain inlets and surface waters.
- Measures for containment of potentially contaminated runoff from vehicle-related activities shall be incorporated into the site plan and drainage plan to ensure that contaminated runoff does not reach storm drains or surface waters.
- The City Engineer shall review plans to ensure sufficient measures, including grading and where necessary oil/water separation or equivalent structures, have been incorporated into the site plan to comply with Section (13).

C. Major Automotive Repair.

- A <u>buffervard</u> Type C transition area, as detailed in Article 5, shall be required along lot lines adjacent to any parcel in a residential, commercial or mixed-use nonresidential district.
- A Type D transition area, as detailed in Article 5, shall be required along lot lines adjacent to any parcel in a residential district.
- 3. All vehicle repair activities shall be within a completely enclosed building.
- 4. All storage of vehicles awaiting needed parts shall be within the building or in an enclosed or screened-in yard.
- 5. All damaged or non-operable parts shall be stored indoors until removed from the premises.
- 6. All vehicle parts shall be stored within a completely enclosed building.
- 7. Service bay entrances shall not front a public right-of-way unless specifically approved.
- The maximum allowable number of tow trucks which can be parked at the site shall be determined by the Plan Commission as a condition of approval of the Conditional Use Permit.
- Drainage from major automotive repair areas shall be directed to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drain inlets and surface waters.
- 10. Measures for containment of potentially contaminated runoff from vehicle-related activities shall be incorporated into the site plan and drainage plan to ensure that contaminated runoff does not reach storm drains or surface waters.
- 11. The City Engineer shall review plans to ensure sufficient measures, including grading and where necessary oil/water separation or equivalent structures, have been incorporated into the site plan.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards

Commented [RM10]: Revision for consistency with Section 15-5-04 Minimum Landscape Standards.

D. Vehicle Fuel Sales.

- 1. All fuel sales stations shall have direct access to an arterial or collector street.
- 2. Any fuel pumps, underground fuel storage tanks, and islands, shall be at least fifty (50) feet from any street or abutting lot line.
- All fuel pumps shall be set back a minimum of twenty-five (25) feet from the street right-of-way and side or rear lot lines.
- All fuel pump canopies shall be located a minimum of twenty (20) feet from the street right-of-way and side or rear lot lines.
- All fuel pumps and fuel pump canopies shall be located a minimum of fifty (50) feet from any residential district boundary line.
- 6. Fuel pump canopies shall have a maximum height of twenty-five (25) feet.
- Fuel pump canopy columns shall be clad in masonry, stucco, fiber cement, or stone veneer systems with a minimum thickness of three (3) inches, for a minimum of four (4) feet from the base of the column.
- 8. Fuel pump canopies shall be lit with only fully recessed lighting
- A <u>buffervard</u> Type B transition area, as detailed in Article 5, shall be required along lot lines adjacent to any parcel in a residential, commercial or mixed-use nonresidential district.
- 10. A Type D transition area, as detailed in Article 5, shall be required along lot lines adjacent to any parcel in a residential district.
- 11. No signs shall be permitted on fuel pump canopy roofs or fascia.
- 12. Drainage from vehicle fuel sales areas shall be directed to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drain inlets and surface waters.
- 13. Measures for containment of potentially contaminated runoff from vehicle-related activities shall be incorporated into the site plan and drainage plan to ensure that contaminated runoff does not reach storm drains or surface waters.
- 14. The City Engineer shall review plans to ensure sufficient measures, including grading and where necessary oil/water separation or equivalent structures, have been incorporated into the site plan.

15-4-10. Agricultural Use-Specific Standards

- A. Nursery, Retail.
 - 1. <u>All retail nurseries shall have an enclosed building. Outdoor sales of merchandise are permitted as an accessory use</u> to said building.
 - 2. The overall area of any outdoor sales accessory use shall not exceed the area of the principal enclosed building.
 - 3. All retail nurseries shall comply with Chapter 183 of the City of Franklin Municipal Code.

15-4-11. Industrial Use-Specific Standards

- A. Artisan Manufacturing.
 - 1. Gross floor area shall not exceed five thousand (5,000) square feet.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards 10

Commented [RM11]: Revision for consistency with Section 15-5-04 Minimum Landscape Standards.

- 2. Outdoor storage shall be prohibited.
- 3. Outdoor operations or activities may be approved with a temporary use permit.
- Artisan manufacturing shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.
- Retail sales of goods manufactured on-site-<u>are allowed</u>. shall be required and shall comprise a minimum of ten (10) percent of the total area of the building. Retail sales areas shall be located on the ground floor and shall be directly adjacent to storefront windows.
- 6. Manufacturing areas are encouraged to be visible from retail areas.
- A maximum of one (1) residential unit shall be permitted within the same unit/leasable area as the artisan manufacturing use but shall be limited to twenty-five (25) percent of the total area of the building.

B. Landfill.

- 1. Performance Criteria and Standards.
 - a. All City of Franklin or County roads to be used to service the site shall be constructed to meet the City of Franklin, Milwaukee County, and Wisconsin Department of Transportation standards appropriate for the weight of the trucks using the facility prior to the operation of the facility.
 - b. A bond written by a licensed surety company, a certified check, letter of credit, or other financial guarantee in an amount sufficient to cover the costs associated with the repair of the affected road(s) to standard upon closure or if the road detenorates due to the traffic to the facility shall be provided.
 - c. An additional three (3) feet of final cover shall be required in addition to the amount required in the Wisconsin Administrative Code, and the facility shall be landscaped in approved ground cover of praine plantings as determined appropriate by the City of Franklin.
 - d. The disposal operation shall be conditioned on approval by those state agencies having authority for such approval, and the use shall meet all applicable federal, Milwaukee County, and City of Franklin requirements.
- The City of Franklin shall enter into negotiation and arbitration procedures as set forth in § 289.33 of the Wisconsin Statutes, as amended for the approval of a solid waste disposal facility or expansion thereof.
- C. Self-Service Storage Facility.
 - 1. Outdoor storage, with the exception of recreational vehicles, boats, and other recreational equipment as regulated in subsection 2 below, shall be prohibited.
 - 2. Outdoor storage of recreational vehicles, boats, and other recreational equipment shall be allowed if screened with a solid wall or opaque fence constructed from materials approved by the Zoning Administrator and not less than six (6) feet or more than eight (8) feet in height in areas visible from an existing or proposed arterial roadway or from a property in any district other than the LI District.
 - 3. The storing of hazardous or toxic materials is prohibited.
 - 4. No storage space shall be used for residential occupancy, business sales or operation, the storage of commercial or industrial inventory or raw materials, or the operation of machinery.

D. Co-Warehouse.

1. Outdoor storage, with the exception of recreational vehicles, boats, and other recreational equipment as regulated in subsection 2 below, shall be prohibited.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards

Commented [RM12]: Planning Staff suggests to keep this provision because artisan manufacturing is a permitted use in mos commercial districts while other manufacturing uses are typically permitted only in the Limited Industrial LI district.

Artisan manufacturing are small-scale business with a floor area o 5,000 sf or less.

Commented [RM13]: A new co-warehouse use category is added to the draft UDO (i.e. RISE Commercial District): - Standards for co-warehousing (next subsection).

- Co-warehouse definition (Art. 12)
- New category in use table (Art. 3)

- Outdoor storage of recreational vehicles, boats, and other recreational equipment shall be allowed if screened with a solid wall or opaque fence constructed from materials approved by the Zoning Administrator and not less than six (6) feet or more than eight (8) feet in height in areas visible from an existing or proposed arterial roadway or from a property in any district other than the L1 District.
- 3. The storing of hazardous or toxic materials is prohibited.
- 4. No unit shall be used for residential occupancy or on-site sales.

15-4-12. Utility and Transportation Use-Specific Standards

A. Airport/Heliports.

- 1. The site shall be at least fifteen (15) contiguous acres in area.
- The site shall be sufficient in size to meet the standards for the type of facility proposed of the Federal Aviation Administration and the Department of Transportation in accordance with their published rules and regulations.
- Any proposed landing area shall be situated so that any structures, high voltage power lines, towers, chimneys, and natural obstructions within the approach zones, shall comply with regulations for height restrictions in airport approach zones of the Federal Aviation Administration, Wisconsin Division of Aeronautics, or other airport authority qualified to establish zoning regulations.
- 4. No planned approach areas shall be permitted over parcels with existing residential uses or planned residential uses, according to the City of Franklin's Comprehensive Plan.
- 5. Landing and take-off areas shall be at least one hundred fifty (150) feet from any lot boundary and at least five hundred (500) feet from any dwelling unit or residential district.
- Hangers, repair facilities, or other airport/heliport buildings shall be at least one hundred (100) feet from any street right-of-way line and least one hundred fifty (150) feet from any lot boundary
- 7. All repair of airplanes and mechanical equipment shall take place inside enclosed hangars.
- Residential uses shall not be located within the approach path unless measures to achieve a noise level reduction of 25 dBA (outdoor to indoor) are incorporated into the design and construction of the residential structures.
- 9. Heliports shall meet all applicable Federal, state and local regulations.

B. Helistops. Helistops shall meet the following requirements:

- 1. The site shall be sufficient in size and the site shall otherwise be adequate to meet the rules and regulations established by the Federal Aviation Administration and the Department of Transportation.
- Landing and take-off areas shall be located a minimum of one-hundred fifty (150) feet from any parcel boundary and a minimum of five hundred (500) feet from any residential parcel boundary.
- 3. Landing areas shall be situated so that any structures, high voltage power lines, towers, chimneys, and natural obstructions within the approach zones, shall comply with regulations for height restrictions in airport approach zones of the Federal Aviation Administration, Wisconsin Division of Aeronautics, or other airport authority qualified by law to establish hazard zoning regulations.
- 4. No planned approach areas shall be permitted over parcels with existing residential uses or planned residential uses, according to the City of Franklin's Comprehensive Plan.

City of Franklin Unified Development Ordinance Update

- 5. Heliports shall meet all applicable Federal, state and local regulations.
- C. Solar Farm.
 - 1. Properties on which a public utility owns or leases the land shall be exempt from the standards for solar farms.
 - 2. No solar farm shall be erected on any lot less than four (4) acres in size.
 - A certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions.
 - Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.
 - 5. Systems, equipment, and structures shall not exceed thirty feet (30) in height when ground mounted.
 - Ground mounted solar energy collection systems as part of a solar farm shall have a minimum setback for all equipment, excluding fences, of:
 - a. Front and Exterior Side Yards: one hundred (100) feet,
 - Rear and Interior Yards: fifty (50) feet from nonresidential property lines and one hundred (100) feet from residential property lines.
 - Systems equipment and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.
 - a. Warnings.
 - i. Warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm in locations determined necessary by the Zoning Administrator.
 - ii. The signs shall be made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments

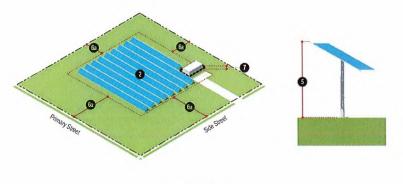


Figure 4 Solar Farm

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards 13 **Commented [RM14]:** Planning Staff suggests to remove this provision as the minimum lot area is already regulated by zoning districts: 3 acres in agricultural districts and 35 acres in prime agricultural districts.

and complaints logged and reported to the City monthly. The recorded calls shall be maintained for at least twelve (12) months.

- Outdoor Storage. Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the solar farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.
- 9. Materials Handling, Storage, and Disposal.
 - a. All solid wastes related to the construction, operation, and maintenance of the solar farm shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.
 - b. A list of hazardous fluids that may be used on site shall be provided. All hazardous materials related to the construction, operation, and maintenance of the solar farm shall be handled, stored, transported, and disposed of in accordance with all applicable local, state and federal laws.
- 10. Decommissioning Plan. Prior to receiving approval, the applicant shall submit a decommissioning plan to ensure that the solar farm project is properly decommissioned, which shall include:
 - a. Provisions describing the triggering events for decommissioning the solar farm project. Any nonfunctioning solar panel/array of the project shall be decommissioned within thirty (30) days unless the operator has shown to the Zoning Administrator that it is diligently repairing such solar panel/array or component.
 - b. Procedures for the removal of structures, debris, and cabling, including those below the soil surface,
 - c. Provisions for the restoration of the natural soil and vegetation,
 - d. An estimate of the decommissioning costs certified by a professional engineer, to be updated every three (3) years or as determined necessary by the Zoning Administrator. The Zoning Administrator may request an independent third-party verification of the decommissioning costs at any time. The costs for this verification shall be reimbursed by the applicant and/or operator.
 - e. Financial assurance, secured by the owner or operator, for the purpose of performing the decommissioning, in an amount equal to the professional engineer's certified estimate of the decommissioning cost.
- 11. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of his successors, assigns, or heirs.
- D. Wind Farm.
 - 1. Public utilities shall be exempt from the standards for wind farms.
 - 2. No wind farm shall be erected on any lot less than four (4) acres in size.
 - 3. Design and Installation.
 - a. Safety Certification.
 - i. Wind farm systems shall conform to applicable industry standards, including those of the American National Standards Institute (ANSI). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (UL), Det Norske Veritas (DNV), Germanischer Lloyd Wind Energic (GL), or an equivalent third party prior to plan approval.
 - iii. Following plan approval, a professional engineer shall certify, as part of the building permit application, that the foundation and tower design of the wind farm system is within accepted professional standards, given local soil and climate conditions.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards

14

- b. Controls and Brakes. All wind farm systems shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for overspeed protection.
- c. Electrical Components. All electrical components of the wind farm systems shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g., ANSI and international electrical commission). Utility lines connecting the towers, substations, etc., shall be placed underground where practical.
- d. Turbine Consistency. To the extent feasible, the project shall consist of turbines of similar design and size, including tower height. Further, all turbines shall rotate in the same direction.
- e. Warnings.
 - A reasonable visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.
 - Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen (15) feet from the ground.
 - iii. Warning signs shall be provided at the entrance to the facility and along the perimeter of the wind farm in locations determined necessary by the Zoning Administrator.
 - iv. The signs shall be made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments and complaints logged and reported to the Zoning Administrator monthly. The recorded calls shall be maintained for at least twelve (12) months.
- f. Climb Prevention. All wind farm towers must be unclimbable by design or protected by anti-climbing devices such as:
 - i. Fences with locking portals at least six (6) feet high, or
 - ii. Anti-climbing devices twelve (12) feet vertically from the base of the wind farm tower.
- g. Setbacks. Wind farm towers and appurtenant structures shall meet the following minimum setbacks.
 - Wind farm towers shall be six (6) times the height of the wind farm tower or at least three thousand, two hundred fifty (3,250) feet, whichever is greater, from any principal structure or use on the subject or neighboring property.
 - Wind farm towers shall be one and one-tenth (1.10) times the wind farm tower height from public roads, third party transmission lines, and communication towers.
 - Wind farm towers shall be one thousand six hundred forty (1,640) feet from adjacent property lines, as measured from the center of the wind farm tower foundation.
 - No part of a wind farm tower or foundation shall encroach on a public or private sewage disposal (septic) system.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards 15

Commented [RM15]: Planning staff suggests to keep this provision for a visual reason as it may look chaotic if wind turbines close to each other rotate in different directions.

 Above ground transmission facilities and poles shall be set back one-hundred fifty (150) feet from any portion any principal structure or use on the subject or neighboring property.

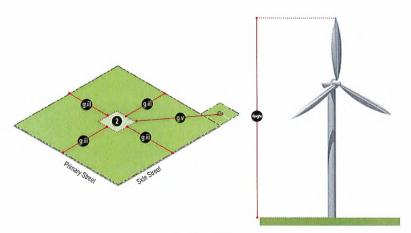


Figure 5 Wind Farm

- h. Use of Public Roads. An applicant, owner, or operator proposing to use any City or County Road for the purpose of transporting and installation of wind farm or substation parts and/or equipment for construction, operation, or maintenance of the wind farm or substations, shall:
 - i. Identify all such public roads, and
 - ii. Obtain applicable weight and size permits from relevant government agencies prior to construction.
 - iii. To the extent an applicant, owner, or operator must obtain a weight or size permit from the City, County, or State, the applicant shall provide:
 - a) Financial assurance, in a reasonable amount agreed to by the relevant parties, for the purpose of repairing any damage to public roads caused by constructing, operating, or maintaining the wind farm prior to the issuance of building permits.
 - A signed copy of any agreements pertaining to the use of public roads prior to the issuance of building permits.
- i. Outdoor Storage. Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the wind farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.
- 4. Operation.
 - a. Maintenance.
 - The owner or operator of the wind farm must submit, upon request a summary of the operation and maintenance reports to the county. In addition to the annual summary mentioned in this subsection, the owner or operator must furnish such operation and maintenance reports as the City reasonably requests.
 - ii. Any replacement of equipment that is not a like-kind replacement using the same equipment in plan as approved shall require that an amendment to the Conditional Use.

City of Franklin Unified Development Ordinance Update

- b. Materials Handling, Storage, and Disposal.
 - i. All solid wastes related to the construction, operation, and maintenance of the wind farm shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.
 - ii. A list of hazardous fluids that may be used on site shall be provided. All hazardous materials related to the construction, operation, and maintenance of the wind farm shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.
- c. Decommissioning Plan. Prior to receiving approval, the applicant shall submit a decommissioning plan to ensure that the wind farm project is properly decommissioned, which shall include:
 - i. Provisions describing the triggering events for decommissioning the wind farm project. Any nonfunctioning wind turbine of the project shall be decommissioned within thirty (30) days unless the operator has shown to the Zoning Administrator that it is diligently repairing such wind turbine or component.
 - ii. Procedures for the removal of structures, debris, and cabling, including those below the soil surface,
 - iii. Provisions for the restoration of the natural soil and vegetation,
 - iv. An estimate of the decommissioning costs certified by a professional engineer, to be updated every three (3) years or as determined necessary by the Zoning Administrator. The Zoning Administrator may request an independent third-party verification of the decommissioning costs at any time. The costs for this verification shall be reimbursed by the applicant and/or operator.
 - v. Financial assurance, secured by the owner or operator, for the purpose of performing the decommissioning, in an amount equal to the professional engineer's certified estimate of the decommissioning cost.
 - vi. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of his successors, assigns, or heirs.

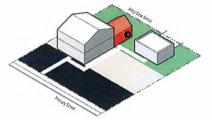
15-4-13. Accessory Use-Specific Standards

A. Accessory Dwelling, Detached / Attached.

- 1. One (1) detached, attached, or internal accessory dwelling unit shall be allowed per lot.
- No lot may have both a detached garage and a detached accessory <u>dwelling unit structure</u>. On any lot with a detached garage, a detached accessory dwelling unit may be located above the detached garage.
- A conditional use permit may be required for both detached and attached accessory dwelling units, as outlined in Article 3.
- The detached / attached accessory dwelling shall be located to the interior side or rear of the principal dwelling.
- The maximum size of a detached accessory dwelling shall be twenty-give (25) percent of the gross floor area of the principal dwelling or one thousand twohundred (1,200) square feet, whichever is more.
- The maximum height of a standalone detached accessory dwelling shall be seventeen (17) feet or the height of the principal dwelling, whichever is less.
- The maximum, combined height of a detached accessory dwelling located above a detached garage and the detached garage shall be twenty-seven (27) feet or the height of the principal dwelling, whichever is less.
- Detached accessory dwellings shall be setback a minimum of five (5) feet from the rear and interior side lot lines.
- Attached accessory dwellings shall be located fully within the buildable area of the lot.
- 10. The principal dwelling and detached / attached accessory dwelling shall be served by a common driveway.
- 11. The detached / attached accessory dwelling shall have similar architectural features including roof pitch; window type, size, and placement, and exterior building cladding materials and similar exterior colors as the principal dwelling.
- The principal dwelling or detached / attached accessory dwelling shall be the primary residence of the owner of the property.



A State of State S



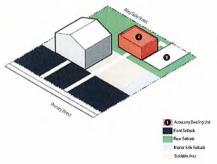


Figure 6 Accessory Dwelling Detached / Attached

B. Accessory Dwelling, Internal.

- 1. One (1) detached, attached, or internal accessory dwelling unit shall be allowed per lot.
- 2. The maximum size of the internal accessory dwelling shall be one-thousand two-hundred (1,200) square feet or twenty-five (25) percent of the gross floor area of the principal dwelling, whichever is more.
- 3. The principal dwelling and internal accessory dwelling shall be served by a common driveway.
- 4. The principal dwelling or internal accessory dwelling shall be the primary residence of the owner of the property.

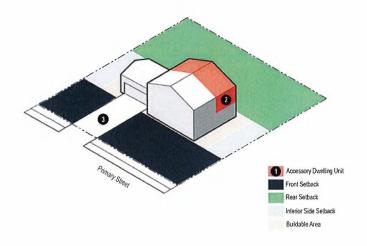


Figure 7 Accessory Dwelling, Internal

C. Accessory Retail.

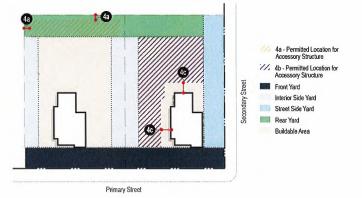
- 1. The total area devoted to retail activity shall not exceed twenty-five (25) percent of the total area of the building in which the accessory retail activity shall be located.
- 2. Restroom facilities, if provided, shall be directly accessible from the accessory retail/restaurant sales area.
- 3. Accessory retail sales areas shall be physically separated from other activity areas by a wall.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards

19

D. Accessory Structures.

- 1. No accessory building shall be constructed on a site without a principal building and a principal use.
- Accessory structures shall have a maximum height of seventeen (17) feet, or the height of the principal building, whichever is less.
- 3. No accessory structure shall be constructed within or on an easement.
- 4. Location. An accessory structure shall be located as follows.
 - a. Completely within the required rear yard setback and five (5) feet from rear yard lot lines.
 - b. Completely within the buildable area of the lot and to the interior side or rear of the principal building.
 - c. At least ten (10) feet from the principal building unless constructed with a one (1) hour fire rating, in which case the accessory structure shall be set back at least six (6) feet from the principal building.
 - d. Wetland setbacks and buffers as specified in Article 7 may further limit the location of accessory structures.





5. Maximum Area.

- a. Accessory structures shall not exceed one thousand two hundred (1,200) square feet in area.
- b. Accessory structures may exceed one-thousand two-hundred (1,200) square feet on parcels in the RC -Conservation Residence or R-SE - Suburban/Estate Residence District use subject to the following regulations.
 - i. The minimum lot area shall be three (3) acres.
 - ii. The maximum accessory structure size shall be five hundred (500) square feet per acre. No accessory structure shall exceed five thousand (5,000) square feet.
 - iii. No accessory structure over twelve hundred (1,200) square feet shall exceed forty (40) feet in height.
 - An accessory structure over twelve hundred (1,200) square feet shall not be located closer to a side or rear lot line than a distance equal to its height.
 - An accessory structure over twelve hundred (1,200) square feet shall not be used for commercial or residential use.

City of Franklin Unified Development Ordinance Update

E. Artisan Workshop.

- 1. The artisan workshop shall be wholly within the principal building and any accessory building
- 2. The principal building shall be the primary residence of the property owner.
- No alterations shall be made to the principal building or accessory building that changes its residential character or appearance or otherwise gives evidence of the artisan workshop.
- 4. The sale of goods or materials on site shall be prohibited.
- 5. No persons, other than the residents of the dwelling unit, shall be employed on site.
- Mechanical or electrical equipment supporting the artisan workshop shall be self-contained within the structure and normally used for office, domestic, or household purposes.
- The outdoor display or storage of goods, materials, merchandise, or equipment related to the artisan workshop shall be prohibited.
- The artisan workshop shall not require the delivery or shipment of goods, materials, merchandise, or equipment beyond what is typical for a residential use.
- The artisan workshop shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.
- The artisan workshop shall not discharge any material which is radioactive, poisonous, or detrimental to either wastewater or storm water systems.

F. Drive Through.

- Drive throughs shall be permitted a maximum of four (4) total menu boards with a combined maximum area of one hundred (100) square feet.
 - Each menu board or pre-order board shall not exceed sixty (60) square feet in area and ten (10) feet in height. Menu boards and pre-order boards may utilize electrically activated changeable copy message centers for one hundred (100) percent of the permitted menu board or pre-order board area and shall follow all regulations of Section 15-6-07(F)
- 2. Any speaker or intercom associated with a drive through shall not be audible beyond the boundaries of the property.
- Drive through canopies shall maintain a uniform and consistent roofline with the building to which the drive-through is associated.
- 4. Stacking spaces and lanes for drive through stations shall not impede on- and off-street traffic movement, shall not cross off-street parking areas or drive aisles and shall not impede pedestrian access to a public building entrance.
- Drive through lanes shall be separated from off-street parking areas. Individual lanes shall be striped, marked, or otherwise delineated.
- Drive through facilities shall be provided with a bypass lane with a minimum width of ten (10) feet unless an alternative means of exit is approved.
- Stacking lanes shall have a minimum depth of twenty (20) feet per stacking space and the following minimum lane widths:
 - a. One (1) lane: twelve (12) feet,
 - b. Two (2) or more lanes: ten (10) feet per lane.

City of Franklin Unified Development Ordinance Update

 Drive through facilities shall be required to provide a minimum number of stacking spaces as detailed in Table 15-4-13(F).

Use	Minimum Stack	Measure From
Automated Teller Machine	3 per machine	teller machine
Bank Teller Lane	2 per lane	teller or window
Restaurant	6 per order box	order box (1)
Carwash Stall, Automatic	5 per stall	stall entrance
Carwash Stall, Manual	3 per stall	stall entrance
Oil Change Shop	3 per service bay	service bay entrance
Pharmacy	4 per lane	machine or window

(1) 4 of the required stacking spaces are to be located between the order-box and pick-up window, including the stacking space at the order box.

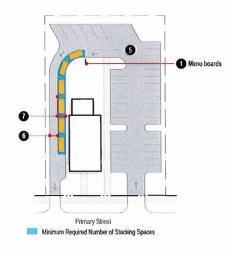


Figure 9 Drive Through

G. Donation Drop Box.

- 1. Donation drop boxes shall be on properties that contain a legally existing and operating use.
- 2. No more than two (2) donation drop boxes shall be permitted on a lot.
- 3. Each donation drop box shall not exceed seven (7) feet in height and twenty-five (25) square feet in ground area.
- 4. Donation drop boxes shall only be located in side or rear yard setbacks.
- 5. Donation drop boxes shall be located on an asphalt or concrete paved surface.

City of Franklin Unified Development Ordinance Update

- 6. Donation drop boxes shall not locate in a driveway or drive aisle and shall not reduce the width of paved clear space for the passage of pedestrians to less than five (5) feet. Boxes shall not locate in such a way as to disrupt the flow of vehicular or pedestrian traffic.
- 7. Donation drop boxes shall not be located nearer than forty (40) feet from an adjoining lot in a residential district.
- 8. Donation drop boxes shall be located to the side or rear of the primary façade of the building.
- A notice must be permanently affixed to each donation drop box in a highly visible location prohibiting the placement of items outside of the box. The name and twenty-four (24) hour telephone number of the owner/operator must be permanently affixed to each donation drop box.
- H. Electric Vehicle Charging Stations.
 - 1. Equipment.
 - a. Electric Vehicle Charging stations that are accessory to all mixed-use, multifamily, and nonresidential uses shall be a level 2 charging capacity.
 - b. Electric vehicle charging station equipment shall be protected by a wheel stop, curb, or bollards.
 - In parking lot applications, all connections of the charging station to electrical utility equipment shall be underground.
 - d. All electric vehicle charging station equipment shall comply with the National Fire Protection Association/National Electrical Code and be approved by the Underwriters Laboratory.
 - e. All equipment should be made of low-maintenance, durable materials and shall be vandal-proof to the extent possible.
 - f. All equipment shall provide a cord management system that minimizes tripping hazards for pedestrians. Charging cords may not cross sidewalks, walkways, or driveways.
 - 2. Design Considerations.
 - a. Electric vehicle charging station equipment shall be located in a manner that will not obstruct pedestrian walkways. A minimum of three (3) feet of clear area shall be maintained.
 - b. Electric vehicle charging stations shall be located to optimize ease of use for all potential users.
 - c. Electric vehicle charging station shall provide a safe and clearly delineated area for maneuvering around the vehicle for connecting to the equipment.
 - d. A sign indicating that the electric vehicle parking is for use while charging only shall be provided.
 - e. All charging stations shall be illuminated. Lighting shall comply with the limitations in Article 5.
 - 3. Electrical Equipment Siting and Screening.
 - a. Electric vehicle charging stations shall be located to minimize the distance to electrical supply equipment.
 - b. When locating the electrical supply equipment consider blind spots and visibility obstructions for drivers and pedestrians.
 - c. To the extent practical, electrical supply equipment shall be screened by walls, fences, landscaping, or a combination thereof to be effective year-round.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards

23

- 4. Accessibility. A minimum of one (1) accessible charging station is required with any installation of electric vehicle charging stations. The accessible charging station shall provide equipment, reach, clear area, route, and other applicable building blocks to comply with the current Wisconsin Building code and federal accessibility recommendations.
- 5. Maintenance.
 - a. The property owner on which electric vehicle charging stations are located is responsible for ensuring that the equipment is intact and will not pose a hazard to any visitors to the property. This shall include ensuring that cords are hung to prevent tripping hazards.
 - All electric vehicle charging station equipment shall be maintained to working condition. Equipment that is no longer functional must be decommissioned within sixty (60) days.

I. Home-Based Business.

- 1. The home-based business shall be conducted wholly within the principal building and any accessory building.
- 2. The home-based business shall only employ individuals that reside on-site.
- The home-based business shall encompass no more than twenty-five (25) percent of the floor area of the dwelling unit shall.
- 4. The home based business shall not alter the outside appearance of the building, accessory structure, or premises that changes in a way that changes its residential character or appearance.
- The outdoor display, storage, sale of goods, materials, merchandise, or equipment related to the home-based business shall be prohibited.
- No mechanical equipment shall be used except such that is normally used for purely domestic or household purposes, and shall be contained within the principal or accessory building or structure.
- No commodity or good produced off-site shall be sold on the premises, displayed on the exterior or interior of the premises or warehoused on the premises for sale elsewhere.
- No vehicular or pedestrian traffic shall be generated by such home-based business in greater volume than would normally be expected from the principal use.
- No noise, emissions, radiation, vibration, heat, glare, smoke, dust, fumes, odors, or electrical interference created which is detectable to the normal senses outside the dwelling unit in excess of that normally associated with a residential household use shall be allowed.
- The home-based business shall not generate refuse exceeding the amount allowable for regular residential pick-up shall be generated by any home-based business.
- 11. The home-based business shall not generate or store toxic, explosive, flammable, combustible, corrosive, etiologic, radioactive, or other restricted materials on the site except those which are ordinarily used for household.
- 12. Nuisance Causing Activities. No home-based business shall cause or create any nuisance, cause or create any substantial or undue adverse impact on any adjacent property or the character of the area, or threaten the public health, safety, or general welfare, or be noxious, offensive, or hazardous.
- 13. Materials Which Decompose by Detonation Prohibited. No materials which decompose by detonation shall be allowed in conjunction with a home-based business.
- 14. No home-based business shall be permitted which generates wastewater or water use in excess of the quantity typically required for a residential dwelling unit.

City of Franklin Unified Development Ordinance Update

J. Outdoor Activity/Operation/Storage, Accessory.

- 1. Standards Applicable to Accessory Outdoor Activities, Operations, and Storage.
 - a. Any property with accessory outdoor activity/operation/storage shall have a minimum lot size of five (5) acres.
 - b. Outdoor activity/operation/storage shall be located to the rear or interior side of the principal building on the lot.
 - c. Outdoor activity/operation/storage shall be prohibited in front or street side yards.
 - d. Outdoor activity/operation/storage shall be screened from the right-of-way of an existing or proposed arterial or collector roadway or a property zoned R-C, R-SE, R-SR, R-ME, R-V, B-N, B-MU, B-V Districts with:
 - i. A solid wall constructed from materials, not including metal, identical to those used on the exterior of the principal building, unless otherwise approved by the Planning Commission, and not less than six (6) feet and not more than eight (8) feet in height shall be erected to screen the portions of permanent outdoor activity and operations areas visible from an existing or proposed arterial or collector roadway or a property zoned in the R-C, R-SE, R-SR, R-ME, R-V, B-N, or B-SM Districts.
 - A <u>bufferyard per Article 5</u> <u>landscape strip</u>, not less than five (5) feet wide shall be located in front of the wall. The landscape strip shall be improved with a Type A Transition Area per Article 5.
- Standards Applicable to Accessory Outdoor Storage. The height of any item stored in an accessory outdoor storage area shall not exceed the height of the required screening wall.
- 3. Standards Applicable to Accessory Outdoor Activities and Operations.
 - a. Outdoor activities and operations shall be conducted between the hours of 7:00 am and 9:00 pm.
 - Outdoor activities and operations shall be setback a minimum of fifty (50) feet from all property lines when adjacent properties are zoned B-G and B-R Districts.
 - c. Outdoor activities and operations shall be setback a minimum of one hundred (100) feet from all property lines when adjacent properties in the R-C, R-SE, R-SR, R-ME, R-V, B-NU, and B-SM Districts.

K. Outdoor Dining.

- The outdoor dining area shall be located on an approved hard paved surface or a deck or other feature appurtenant to the principal building as approved by the Zoning Administrator.
- Outdoor dining areas may utilize a maximum of twenty (20) percent of the parking spaces required for the operation of the principal use or two thousand (2,000) square feet, whichever is less.
- Outdoor dining areas shall not block a pedestrian walkway or public sidewalk in a manner which reduces the width of that walkway or sidewalk to less than five (5) feet.
- 4. A fence, landscape hedge, or wall with a height of four (4) feet shall be utilized to segregate the outdoor dining area.
- 5. Use of outdoor dining areas shall be limited to the posted operational hours of the associated eating and drinking use.
- Review by the City Engineer and other City staff shall be required in addition to the review requirements of Section 15-09-03.

L. Outdoor Display/Sale of Merchandise.

- 1. Only those goods and materials associated with the existing on-site use may be displayed or sold.
- 2. Permanent outdoor display or sales areas shall not be located within any required yard setback or parking area.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards 25

Commented [RM16]: Revision for consistency with Section 15-5-04 Minimum Landscape Standards.

- 3. Permanent outdoor display or sales areas shall be surfaced with an approved hard surface material.
- 4. Permanent outdoor display or sales areas shall not exceed ten (10) percent of the gross floor area of the primary building on the property unless approved as a Conditional Use.
- 5. Outdoor display/sale of merchandise shall be subject to site plan review as specified in Article 9.

M. Solar Energy Collection System, Canopy.

- The height of canopy solar energy collection systems shall not exceed the height of the principal building that the parking area serves.
- 2. The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

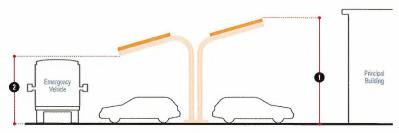
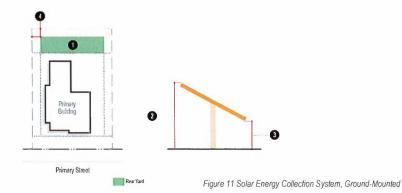


Figure 10 Solar Energy Collection System, Canopy

N. Solar Energy Collection System, Ground-Mounted.

- 1. Ground mounted solar energy collection systems shall be permitted in the rear yard only.
- 2. The maximum height of ground mounted solar energy collection systems shall be five (5) feet in height, measured from the grade at the base of the pole to the highest edge of the system.
- Minimum clearance between the lowest point of the system and the surface on which the system is mounted is twelve (12) inches.
- 4. All parts of the freestanding system shall be set back ten (10) feet from the side and rear lot lines and shall not be located in a public utility easement.
- 5. No part of the freestanding system shall be visible from any public right of way.



City of Franklin Unified Development Ordinance Update

- O. Solar Energy Collection System, Roof Mounted.
 - 1. Roof mounted solar energy collection systems may be located on any roof face of principal or accessory buildings. Systems should be flush mounted when possible.
 - Systems on residential structures shall not extend beyond twelve (12) inches parallel to the roof surface of a pitched roof or flat roof.
 - Systems on nonresidential structures shall not extend beyond thirty-six (36) inches parallel to the roof surface of a pitched roof or flat roof.
 - 4. Systems on all structures shall not extend above the highest peak of a pitched roof. Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
 - All materials used for racking, mounts, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

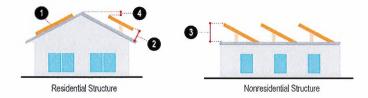


Figure 12 Solar Energy Collection System, Roof-Mounted

- P. Telecommunication Towers. Wireless telecommunications towers and antennas may be installed, erected and maintained, either as a principal or accessory use or structure, pursuant to the provisions of this section. Telecommunications towers and antennas shall not be regulated or permitted as essential services, public utilities, or private utilities.
 - Purpose. The purpose of this Section is to strike a balance between the Federal interest concerning the construction, modification and placement of telecommunications towers and antennas for use in providing personal wireless services, and the legitimate interest of the City of Franklin in regulating local zoning. The goals of this Section are to:
 - a. Protect residential areas and land uses from potential adverse impacts of towers and antennas;
 - b. Minimize the total number of towers throughout the community;
 - c. Encourage the joint use of new and existing tower sites as a primary option rather than construction of additional single-use towers;
 - Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques;
 - e. Consider the public health and safety of communication towers, and avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.

City of Franklin Unified Development Ordinance Update

 In furtherance of these goals, the City of Franklin shall give due consideration to the Comprehensive Master Plan, Zoning Map, and existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

3. Applicability.

- a. New Towers and Antennas. All new towers or antennas in the City of Franklin shall be subject to these regulations.
- b. Amateur Radio Station Operators/Receive Only Antennas. This Ordinance shall not govern any tower, or the installation of any antenna, that is owned and operated by a Federally-licensed amateur radio station operator or is used exclusively for receive only antennas.
- c. **Pre-existing Towers or Antennas.** Pre-existing towers and pre-existing antennas shall not be required to meet the requirements of this Section.
- 4. Permit Required. No tower or antenna shall be installed unless the appropriate permit is first obtained by the owner or the owner's agent. The following levels of permits are required based on the scope and type of installation or modification:
 - a. New. A Conditional Use Permit shall be required for the installation of any new mobile service support structure;
 - b. Substantial Modification. Any substantial modification to an existing tower or antenna, as defined in § 66.0404 of the Wisconsin Statutes, will require an amendment to the originally approved Conditional Use Amendment;
 - c. Non-Substantial Modifications (Increase in Height, Width, or Equipment Compound). Any increase in the height or width of the support structure, or expansion of the equipment compound, that does not meet the criteria for a substantial modification will require a Site Plan Amendment;
 - Minor Modifications (No Increase in Height, Width, or Equipment Compound). Modifications that do not increase the height or width of the support structure or expand the equipment compound will require only building permits;
 - e. For definitions of terms such as mobile service support structure, substantial modification, equipment compound, and mobile service facility, refer to § 66.0404 of the Wisconsin Statutes.
- Application Requirements. For each level of application (Conditional Use Permit, Substantial Modification, Non-Substantial Modification, or Minor Modification), the following specific information shall be included as part of the application submittal:
 - a. A scaled site plan clearly indicating the location, type and height of the proposed tower and appurtenant equipment, any proposed and existing structures, adjacent land uses and structures, adjacent roadways, on-site parking and driveways, tower and equipment setbacks from property lines, and other information deemed by the Planning and Zoning Administrator to be necessary to assess compliance with this Section;
 - b. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties and unplatted residentially zoned properties;
 - c. The separation distance from all other towers, antennas or sites approved for towers, whether within or outside the City of Franklin, that are within one mile of the proposed site, including specific information about the location, height, and design of each tower (the one-mile radius is an application information requirement only and shall not limit any consideration under Section 15-4-13(P)(10)(a)(iii).
 - d. Landscape plan showing specific plant materials;

City of Franklin Unified Development Ordinance Update

- e. Method of fencing or other security design, installation or equipment, including location, materials and finished color and, if applicable, vegetative screening;
- f. Description of compliance with Section 15-4-13(P)(6); and
- g. A needs analysis clearly demonstrating why the proposed location is necessary for the operation of applicant's communication system.
- General Requirements. In addition to compliance with all applicable regulations of this Section, the following standards shall apply for the installation of any tower or antenna:
 - a. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable State or local building codes and the applicable standards for towers that are published by the Electronic Industries Association which are in effect at the time of issuance of the building permit for the subject tower. If, upon inspection, the Building Inspector concludes that a tower fails to comply with such codes and standards and/or constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards and/or makes same safe. Failure to bring such tower into compliance within said 30 days shall constitute grounds for the removal of the tower or antenna at the owner's expense.
 - b. State or Federal Requirements. All towers and antennas shall meet or exceed current standards and regulations of the FAA, FCC, and any other agency of the State or Federal government with the authority to regulate towers and antennas which are in effect at the time of issuance of the building permit for the subject tower. If such standards and regulations are changed, then the owner of a tower and antenna governed by this Ordinance shall bring such tower and antenna into compliance with such revised standards and regulations within such time as is mandated by the controlling State or Federal agency. If no compliance time is mandated by such other agency, but delegated locally and such revised standards and regulations are percent danger to persons or property, the owner shall bring such tower and antenna into compliance within 30 days of the effective date of such revised standards and regulations. Failure to bring towers and antennas into compliance with such revised standards and regulations are necessary to prevent danger to persons or property, the owner shall bring such tower and antenna into compliance within 30 days of the effective date of such revised standards and regulations. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.
 - c. Collocation. A proposed tower shall be structurally and electrically designed to accommodate the applicant's antenna and comparable antennas for additional users. Towers shall be designed to allow for future rearrangement of antennas and to accept antennas mounted at varying heights. All special use permits granted under this section shall require the permittee to allow collocation for such number of additional users as the permitted tower will support under existing technology and shall not make access to the tower and tower site for the additional users economically unfeasible. If additional user(s) demonstrate (through an arbitrator or other pertinent means, with the cost to be shared by the holder of the permit and the proposed additional use) that the holder of a tower permit has made access to such tower and tower site economically unfeasible, then the special use permit shall be null and void.
 - d. Height. No tower or other structure supporting an antenna shall exceed 200 feet in height, subject to Section 15-4-13(P)(10)(a)(ii) shall be installed and maintained in accord with applicable State or local building codes, and in compliance with current standards of the FAA, FCC and any other agency of the State or Federal government with the authority to regulate antennas. No antenna and no antenna support structure, including any antenna or other device attached thereto, shall extend more than 20 feet above the highest point of the structure to which the antenna or antenna support structure is attached.
 - e. Setbacks. A tower shall be located pursuant to the zoning district setbacks applicable to the tower site, subject to Subsections (P)(6)(f) and (P)(10)(a)(i) below. Guy wires and appurtenant equipment and buildings shall comply with requirements of the underlying zoning district in which the tower is located.

City of Franklin Unified Development Ordinance Update

f. Separation Between Land Uses. Tower separation shall be measured from the nearest point of the base of the tower to the nearest point of the lot line of the adjoining off-site use and/or designated area as specified herein.

Land Use/Designated Area	Separation Distance	
Single family or two-family homes, Including modular homes or mobile homes used for living purposes; vacant land zoned for residential use which has been platted or has unexpired preliminary subdivision plat approval	Height of tower	
Unplatted vacant land zoned for residential use and land designated by the Comprehensive Master Plan for future residential use	Height of tower	
Multi-family dwellings	100% of height of tower	
Land zoned for business and manufacturing use, or non- residential use	No closer than 100% tower height from the building setback line upon any adjoining property, except where such adjoining property is undeveloped or is developed without habitable structures within 100% of the tower height from the building setback line on the tower site property; then, the building setback line of the tower site property, provided that the Common Council finds that such closer distance will not impede the orderly development of the applicable adjoining property.	
Public street right-of-way	Zoning district regulations or setbacks of tower site or 50% of tower height from public right-of-way, whichever is greater.	

- g. Signs. No advertising material or signage other than waming or equipment information shall be allowed on any antenna or tower. This prohibition shall include the attachment to an antenna or tower of any flag, decorative sign, streamers, pennants, ribbons, spinners or waving, fluttering or revolving devices, but not including weather devices.
- Lighting. Towers shall not be artificially illuminated unless required by the FAA or any other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.
- i. Fencing. A tower shall be enclosed by security fencing not less than six feet in height and secured or otherwise secured by such design or security structure or equipment installation approved by the Common Council, so that it is not accessible by the general public. Fence or other security structure or equipment design, materials and colors shall reflect the character of the surrounding area.
- j. Landscaping. A buffer of plant materials to effectively screen the tower compound from public view and from adjacent properties shall be provided. The minimum buffer shall consist of a landscaped strip at least five feet in width outside the perimeter of the tower compound. Equipment cabinets or structures shall be screened from view by an evergreen hedge or other suitable vegetation, except where the use of non-vegetative screening would better reflect and complement the architectural character of the surrounding neighborhood. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived. Existing mature tree growth and natural land forms shall be preserved to the maximum extent possible. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.

City of Franklin Unified Development Ordinance Update

- k. Appurtenant Equipment and Buildings. Antennas mounted on alternative tower structures or rooftops: The equipment cabinet or structure used in association with an antenna may be located on a roof provided that such equipment or structure is placed to be screened from public view as unobtrusively as possible. Equipment storage buildings or cabinets shall comply with all applicable building and Unified Development Code requirements.
- I. Antennas mounted on utility poles, light poles or towers: The equipment cabinet or structure used in association with an antenna shall be sited in accordance with the development standards of the underlying zoning district. Any ground located equipment cabinet or structure shall be designed either for expansion or attachment to like equipment facilities required by later collocation users.
- 7. Permitted Uses.
 - a. Cable Microcell Network. The installation of a cable microcell network may be permitted through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.
 - b. Additional Collocated Antennas. Collocation of an additional antenna on an existing tower supporting an antenna, both previously permitted under this Section; provided: the collocated antenna array or equipment is similar in size and function to that installed by the holder of the special use permission for the tower, does not significantly alter the appearance or structural integrity of the tower approved and permitted under this Section, is fully in compliance with all conditions contained in the original conditional use permit, and site plan approval is obtained for such additional collocated antenna prior to installation.
 - c. Antennas Installed Upon Alternative Tower Structures. Antennas installed upon alternative tower structures and any antenna support structure; provided: Site plan approval is obtained prior to installation, which approval shall include a finding of consent to such installation by the owner of the alternative tower structure, and such structure is located within those zoning districts specified under this UDO.
 - d. Monopole Tower In Replacement Of A Water Tower Structure. A monopole tower not exceeding 180 feet in height, without regard to antennas, to be installed in replacement of an alternative tower structure which pre-existed the adoption of the Wireless Telecommunications Towers and Antennas Ordinance on July 14, 1998, to wit: a water tower exceeding 180 feet in height, located in an A-1 Agricultural District, shall be a permitted use, provided: the pre-existing water tower is removed pursuant to all laws, codes and ordinances prior to May 1, 2010; the monopole tower is installed in the immediate vicinity of the pre-existing water tower, and in which event, the setback from buildings on adjoining property shall not apply where the applicant owns the monopole tower site property and the adjoining property and the adjoining subject property is vacant, with any future building development of the adjoining property to not occur closer than the distance which is equal to 100% of monopole tower height; and Site Plan approval for the monopole tower is obtained, following the consideration by the Plan Commission of the purpose of the Wireless Telecommunications Towers and Antennas Ordinance, its other applicable provisions, and all other laws, codes and ordinances.
- 8. Removal of Abandoned Antennas and Towers. An antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the City of Franklin notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90 days shall be grounds to remove the tower or antenna at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower. The tower owner shall always remain liable for the removal of the tower and all antennas located thereon and no act or omission of the City shall be construed to release or waive such liability unless expressly waived or released in writing in the sole discretion of the City. Any special use permit or site plan approval granted shall include a requirement that the permittee post a performance bond or letter of credit approved by the City Franklin remains secure that the tower or antenna will be removed without cost to the City. "Removal" of a tower or an antenna under this subsection means the removal of the entirety of the installation appurtenant to and serving the tower or antenna, including footings.

City of Franklin Unified Development Ordinance Update

9. Non-conforming Uses.

- a. Not Expansion of Non-conforming Use. Towers that are constructed, and antennas that are installed, in accordance with the provisions of this Section shall not be deemed to constitute the expansion of a non-conforming use or structure, when located upon property supporting such non-conforming use or structure.
- b. Pre-existing Towers. Pre-existing towers shall be allowed to continue their usage as they presently exist. Routine maintenance shall be permitted on such pre-existing towers. New construction on a pre-existing tower shall comply with the requirements of this Section.

10. Additional Special Use Permit Requirements.

- a. Wireless Telecommunications Towers and Antennas.
 - i. Separation Between Towers. Separation distances between towers shall be applicable for a proposed tower and any pre-existing towers. The separation distance shall be measured by a straight line between the nearest point of the base of an existing tower and the nearest point of the base of a proposed tower.

			Existing Tower Type	
New Toy	ver Type		Monopole 75 Feet in Height or Greater	Monopole Less Than 75 Feet in Height
Lattice	1,500 ft	1,500 ft	1,500 ft	750 ft
Guyed	1,500 ft	1,500 ft	1,500 ft	750 ft
Monopole 75 feet in Height or Greater Monopole Less Than 75	1,500 ft	1,500 ft	1,500 ft	750 ft
Feet in Height	750 ft	750 ft	750 ft	750 ft

ii. Tower Height. The following criteria shall apply in determining the maximum height of a tower:

- a) For a single user, up to 200 feet.
- b) For two users, up to 200 feet.
- c) For three or more users, up to 200 feet.
- iii. Availability of Suitable Existing Towers. Other Structures or Alternative Technology. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Common Council that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. Evidence submitted to the Common Council to determine that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
 - No existing towers or structures are located within the geographic area which meet the applicant's engineering requirements.
 - Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.
 - c) Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment.

City of Franklin Unified Development Ordinance Update

- d) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
- e) The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
- The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
- g) The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such a cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system, is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.
- b. Variances. The provisions of Section 15-4-13(P)(6)(d),(e),and (f), and 15-4-13(P)(10)(a)(i) and (ii) shall be available to the variance regulations set forth under Section 15-9-08, provided the purposes set forth under Section 15-4-13(P)(1).

15-4-14. Temporary Use-Specific Standards

- A. A Temporary Use Permit is required for all temporary uses that are not specifically exempt from this requirement. Such temporary uses shall comply with the standards and conditions outlined in this Section. A Temporary Use is a short-term activity, not a permanent use of the property, but compatible with the existing use and neighboring properties and surrounding districts.
- B. Duration of Temporary Uses. All temporary uses shall be limited to a maximum of 180 days per calendar year, unless otherwise specified in the conditions of approval for a specific use.

C. Food Truck.

- 1. The location of a food truck on landscape areas, in required setbacks, an ADA parking stall, or a pedestrian path is prohibited.
- Food trucks shall obtain written permission from the property owner(s) and shall submit such documentation as part of the temporary use approval process specified in Article 9. Food trucks are not allowed to operate in the public right-ofway.
- A food truck, including all vending activity, tables, chairs, and trash receptacles may occupy no more than four (4) parking stalls or six hundred and fifty (650) square feet of parking area, whichever is less.
- 4. Tables and chairs shall be permitted and located on improved or paved surfaces and shall not locate in parking stalls, landscape areas, or drive aisles, aside from the four (4) parking stalls designated for vending.
- 5. A minimum of one (1) trash receptacle and one (1) recycling receptacle shall be provided per food truck.
- 6. Required tables, chairs, and trash and recycling receptables shall not be retained on-site ovemight.
- 7. Drive aisles, sidewalks, access to trash enclosures, and similar areas may not be blocked by any vending activity.
- Food trucks shall be located a minimum of five hundred (500) feet from any brick-and-mortar restaurant as measured from the property line.
- 9. Food trucks shall hold a current Mobile Retail Food License

Commented [RM19]: Provision added per feedback from the Health Department.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards 33

Commented [RM17]: Revision per feedback from Mrs. Gind

Commented [RM18]: Provision added per feedback from the Health Department.

D. Seasonal Sales.

- Seasonal sales shall be permitted for a period not to exceed ninety (90) days per calendar year, unless otherwise approved.
- 2. Seasonal sales areas shall not block pedestrian walkways in a manner which reduces the width of that walkway to less than five (5) feet.
- 3. All tents, canopies, or other temporary structures shall require review and approval by the Building Inspector.
- E. Temporary Concrete Batch Plants or Asphalt or Asphalt Reprocessing Plants (including materials processing and handling) and Temporary Stone Crushers.
 - 1. A Temporary Use Permit for these uses may only be granted by the Plan Commission.
 - Routing Plan Required. The contractor shall submit a routing plan for trucks to and from the proposed plant to the Zoning Administrator and City Engineer for their review and recommendations as a condition prior to approval.
 - 3. Financial Assurance Required for Potential Damage to Roads. The contractor shall provide a financial assurance in the amount requested by the City Engineer to pay for correcting any damage done to City or County roads during the course of said facility's operation and for the planned restoration of the site.
 - 4. Access. Such facilities shall only be allowed access via arterial or collector roads or highways. Access via dedicated existing local residential roads and/or collector roads serving residential areas shall be prohibited.
 - 5. Restoration Plan. A restoration plan shall be provided the City for review and approval of the City Engineer.
 - When Allowed. Such facilities shall be erected only in conjunction with a City, County, or state/federal highway or road improvements.
 - 7. Maximum Period of Use. The allowable period of such use shall be for the period of such roadway or highway work with a maximum of an eight-month period.
 - 8. General Location. Such facilities shall be located not less than 1,000 feet from any occupied building, with the exception of an associated accessory construction trailer/office which may be located on the same site.
 - Outside Sales Prohibited. No outside sales of batch plant materials shall be permitted. The sale of crushed stone shall not be permitted.
 - 10. Site Plan of Operation and Facilities Required. Such facilities will be shown on a site plan and be contained within a maximum five acre area.
 - 11. Location of Stone Crushers. Stone crushers shall be located not less than 1,000 feet from any building used for residential purposes.
 - 2-12. Prevention of Dust, Fumes, Vapors, Mists, or Gas Nuisances. The prevention of any dust, fumes, vapors, mists, or gas nuisances due to operations shall be maintained at all times in accordance with established City, County, State, and federal air pollution standards
- F. Special events (limited to six events per year, not exceeding 14 days each). Special Events as defined in Municipal Chapter 121 are exempted of a Temporary Use permit provided the operator obtains a license as specified in the Municipal Code. In addition, food service associated with a temporary outdoor use may be subject to the review and approval of the Health Department.
- G. **Temporary Uses Not Requiring a Permit.** The following temporary uses are exempt from the requirement of a Temporary Use Permit as specified in Section 15-3-04, provided they comply with applicable zoning district regulations and all other relevant City requirements.

City of Franklin Unified Development Ordinance Update Article 4. Use Specific Standards 34

Commented [RM20]: Section retained from current UDO (Sec. 15-3. 0804D)

Commented [RM21]: Retained from current UDO (Sec. 15-3.0804K)

- 1. Agricultural uses, such as roadside stands for the sale of raw agricultural products grown on-site.
- 2. Seasonal sales for holidays, including Christmas tree sales (limited to 90 days per calendar year).
- Special events (limited to six events per year, not exceeding 14 days each). It shall comply with the standards set forth in Section 121-9 of the Municipal Code.
- 4. Construction trailers and other temporary facilities associated with ongoing construction projects on-site.
- 5. Mobile homes or modular homes used as temporary offices during remodeling (with a one-year permit).
- 6. Dumpsters for construction sites (minimum 10-yard capacity, must be maintained on-site).
- 7. Garage and yard sales (limited to one sale every six months, lasting no more than three days).
- 8. Model homes, model dwelling units, and pre-construction sales offices (with specific restrictions).
- 9. Temporary roadside stands for the sale of agricultural products.

Commented [RM22]: Revision per feedback from the Health Department.

Commented [RM23]: Moved to the previous subsection per feedback from Mrs. Gindt.

Article 5. General Development Standards

15-5-01. Off-Street Parking and Loading	2
15-5-02. Driveways	12
15-5-03. Required Landscaping	17
15-5-04. Minimum Landscape Standards	17
15-5-05. General Landscaping Requirements	22
15-5-06. Minimum Landscaping Standards for Off-Street Parking Areas and Lots	
15-5-07. Screening	
15-5-08. Fencing	
15-5-09. Retaining Walls	
15-5-10. General Townhouse, Multifamily, Mixed-Use, and Nonresidential Design Standards	
15-5-11. Outdoor Lighting	
15-5-12. Vision Clearance Areas	
15-5-13. Performance Standards	

Article 5. General Development Standards 1

15-5-01. Off-Street Parking and Loading

- A. Applicability. The off-street parking and loading provisions of this Article shall apply as follows.
 - No Off-Street Parking Required. The off-street parking maximums in Table 15-5-01(B) establish maximum quantities
 of off-street parking that may be provided for each use on a lot. The off-street parking maximums do not constitute a
 parking requirement. Applicants may provide off street parking less than the maximum established for the applicable
 use.
 - Existing Uses Established Prior to the Effective Date of This Ordinance. This article shall not require the reduction or addition of any parking or loading spaces for uses existing as of the effective date of this UDO.
- B. Off-Street Parking Limited.
 - 1. Maximum Requirements. To minimize the creation of impervious surface, no off-street parking area shall be designed or used to provide a greater number of off-street parking spaces than the limit established in Table 15-5-01(B).
 - Parking Increases Allowed. The Zoning Administrator may allow an increase in the number of off-street parking spaces allowed of up to thirty (30) percent of the spaces provided above the maximum when the following provisions are met.
 - a. The additional spaces over the maximum are surfaced with a permeable paving system or one hundred (100) percent of the first half (1/2) inch of runoff from the additional parking area is treated with green infrastructure.
 - Additional parking area landscaping equivalent to an area fifteen (15) percent greater the minimum square feet of parking area landscaping specified in Article 5 is provided.
 - c. The parking lot perimeter landscape zone required in Article 5 is at least ten (10) feet in width.
 - d. No more than fifty (50) percent of the parking spaces over the maximum parking allowed shall be located in the front yard.
 - 3. Calculations. The following rules shall apply when calculating the specified maximum quantity of parking spaces.
 - a. Area Measurements. Parking calculations shall be based upon the definition of Gross Floor Area as defined in this UDO.
 - b. Fractions. When measurements of the maximum quantity of off-street parking spaces result in a fractional number, the resulting number shall be rounded up to the next higher whole number.
 - c. Combined Uses on the Same Parcel. When a combination of the uses in 15-5-01(B) are located on the same parcel, the maximum quantity of off-street parking allowed shall be the largest quantity allowed for any of the individual uses.
 - d. Uses Not Listed. Off-street parking spaces for uses not listed in 15-5-01(B) shall be provided for a use deemed similar, as determined by the Plan Commission.

20

04/22/2025 - DRAFT FOR ADOP	TION CONSIDERATION		
Table 15-5-01(B): Maximum Parking Requirements			
Use	Maximum Parking		
Residential Uses			
Single-Family	n/a		
Duplex			
Townhouse			
Multifamily Building			
Multifamily Complex			
Multifamily, above ground floor only			
Community Living, 1-15 Persons			
Community Living, 16 + Persons			
Senior Housing, Assisted Living			
Senior Housing, Nursing Care			
Senior Housing, Total Life Care			
Institutional			
Educational Facility	As determined by the Plan Commission		
Governmental Uses	As determined by the Fran Commission		
Health Care Facility	0.5 / bed for in-patient facilities; 0.5 / examining or operating room for out-patient facilities		
Cemetery	As determined by the Plan Commission		
Place of Assembly			
Indoor Commercial Place of Assembly, 20,000 sqft or less			
Indoor Commercial Place of Assembly, more than 20,000 sqft			
Outdoor Commercial Place of Assembly	1 / 3 Individuals at Maximum Occupancy		
Noncommercial Place of Assembly, 20,000 sqft or less			
Noncommercial Place of Assembly, more than 20,000 sq ft			
Recreation, Amusement, and Lodging			
Campground	1 / camp site		
Lodging House	1 / lodging unit		
Hotel			
Recreation Area			
Short Term Rental			
Rctail Uses			
Adult Establishment			
Retail, up to 50,000 sqft	1 / 250 sq ft		
Retail, More Than 50,000 sqft			
Multitenant Shopping Center	1 / 200 sq ft		
Wholesale Establishment	1 / 250 sq ft		
Service	1 1 200 Sq K		
Animal Boarding Facility/Kennel and/or Veterinary Service	1 / 300 sq ft		
General Service, 50,000 sqft or less			
General Service, more than 50,000 sqft			
Financial Institution			

City of Franklin Unified Development Ordinance Update

Article 5. General Development Standards 3

Table 15-5-01(B): Maximum Parking Requirements					
Use	Maximum Parking				
Funeral Home					
Office, above ground floor only					
Office, 50,000 sqft or less					
Office, more than 50,000 sqft					
Office Complex/Business Park					
Eating and Drinking Uses					
Bar/Tavem					
Brewery/Winery/Distillery					
Brewery/Winery/Distillery Tasting Room	1/150 cc #				
Food Truck Court	1 / 150 sq ft				
Micro Brewery/Winery/Distillery					
Restaurant					
Vehicle Related Uses					
Carwash	1 / stall				
Vehicle Fuel Sales	1 / 250 sq ft				
Auto Sales/Rental and Service	1 / 500 sq ft				
Major Automotive Repair	010 10 0				
Minor Automotive Repair	3 / Service Bay				
Agricultural					
	0.25 per garden plot or as determined by Pla				
Community Garden	Commission				
Crop Production	1 or as determined by Plan Commission				
Animal Husbandry	Tor as determined by Flan Commission				
Indoor Agriculture					
Nursery Retail	1 / 500 sqft				
Nursery Wholesale					
Industrial Uses					
Artisan Manufacturing					
Brewery/Winery/Distillery					
Composting/ Recycling Facility					
Distribution Facility	4/4/000 //				
Equipment Rental, Sales, and Service	1 / 1,000 sq ft				
Extractive Industry					
Heavy Industry					
Home Improvement Center/ Lumberyard					
Landfill					
Solid Waste Facility	As determined by the Plan Commission				
Light Industry					
Self-Service Storage Facility					
Storage Yard	1 / 1,000 sq ft				
Warehouse					

Article 5. General Development Standards 4

City of Franklin Unified Development Ordinance Update

04/22/2025 - DRAFT FOR ADOPTION	CONSIDERATION	
Table 15-5-01(B): Maximum Parking Requirements		
Use	Maximum Parking	
Utility and Transportation		
Airport/ Heliport		
Helistop	As determined by the Plan Commission	
Loading Areas, Parking Areas, and Landing Strips As a Principal Use	·····	
Railroad Use		
Sanitary Sewer or Water Supply Lines		
Solar Farm		
Telecommunications Tower		
Wastewater Treatment Ponds and Facilities		
Waterborne Transportation Uses		
Wind Farm		
Accessory Uses		
Accessory Dwelling, Detached / Attached	1 / dwelling	
Accessory Dwelling, Internal	T / Gwennig	
Accessory Retail	1 / 250 sq ft	
Accessory Structure		
Artisan Workshop		
Drive Through		
Donation Drop Box		
Outdoor Activity/Operation/Storage		
Outdoor Dining	n/a	
Outdoor Display/Sale of Merchandise		
Home Based Business		
Solar Energy Collection System, canopy		
Solar Energy Collection System, ground mounted	-	
Solar Energy Collection System, roof mounted		
Temporary Uses		
Construction Related		
Farmers Market	As required through Temporary Use Permi	
Food Truck Court	process	
Seasonal Sales		

- C. Off-Street Parking Design, Location, and Size. In all districts and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended, or increased, off-street parking stalls for all vehicles in accordance with the regulations of this section.
 - 1. Access and Cross-Access.
 - Access. Adequate access to a public street shall be provided for each off-street parking lot. Each required offstreet parking space shall open directly onto an aisle meeting the requirements specified in Table 15-5-01(C).
 - b. Cross Access. To facilitate vehicular access between adjoining developments and to minimize off-street parking area access points along streets and alleys, all development other than single-family residential development located on a lot fronting on a collector or arterial roadway shall comply with the following standards:
 - Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's off-street parking areas and off-street parking areas in an adjoining non-single-family development, or to the boundary of an adjoining vacant parcel.
 - Required vehicular cross access between adjoining off-street parking areas shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes that comply with the requirements of Table 15-5-01(C) are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - III. Vehicular cross access between off-street parking areas on adjoining lots shall cross the lot line at right angles or as close to right angles as possible to provide site access.
 - IV. The Zoning Administrator or their designee may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area, would create unsafe conditions, or if the Zoning Administrator determines there exists an inability to connect to the adjacent property due to a site constraint.
 - V. Easements allowing cross access to and from properties served by a vehicular cross-access, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Milwaukee County Register of Deeds before issuance of a building permit for the development.
 - VI. Zoning Administrator Waiver. The Zoning Administrator or their designee may waive the cross access requirement in any instance in which site conditions, including lot configuration, topography, or size, would prohibit the connection's establishment when the waiver does not obviate state or county requirements.

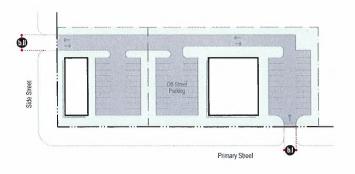
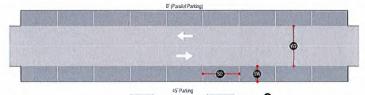


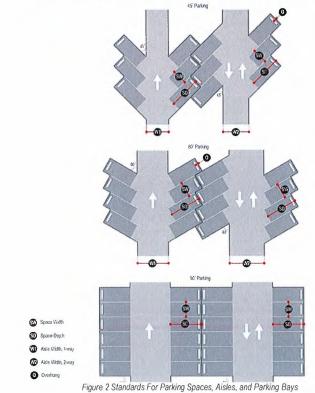
Figure 1 Access and Cross-Access

City of Franklin Unified Development Ordinance Update

2. Standards For Parking Spaces, Aisles, and Parking Bays. Minimum parking space and aisle dimensions shall be in accordance with the standards specified in Table 15-5-01(C).

	(SW)	(SD) Space Depth	(W1) Aisle Width (1- Way)	(W2) Aisle Width (2-Way)	Depth of Interlocking Spaces	(O) Overhang
Parking Angle (Degrees)	Space Width					
0	10'	22'	12'	18'	n/a	n/a
45	10'	17'	12'	18'	28.25'	1.5'
60	10'	18'	16'	18'	32'	1.5'
90	10'	18'	24'	24'	36'	n/a





City of Franklin Unified Development Ordinance Update

- 3. Location on Lot. Any off-street parking provided shall be located on the same lot as the use being served, or within the limits of a common parking lot serving one or more buildings.
- Setback Required. Off-street parking spaces and aisles shall be set back from front, street side, interior side, and rear 4. property lines as follows.
 - In Residential Districts. Off-street parking shall be set back at least six five (56) feet from lot lines. a.
 - In Nonresidential and R-MF Districts. Off-street parking shall be set back at least ten (10) feet from lot lines, b. except when a larger setback is explicitly required by this section.
- Minimum Distance of Truck Parking from Any Residential Zoning District. No designated truck parking shall be 5. allowed within one hundred fifty (150) feet of any residential district.
- 6. Permanent Off-Street Parking Area Surfacing. All permanent open, off-street loading and parking spaces shall be improved with a dust-free, all-weather paving system and stormwater management measures as approved by the City Engineer.
- Temporary and Event Off-Street Parking Area Surfacing. All off-street parking serving a temporary use or event 7. may be surfaced with grass or gravel subject to the approval of a temporary use permit as specified in Article 9.
- 8. Edging and Stormwater Management.
 - a. Approved Edging and Stormwater Management Required. Concrete curb and gutter, wheel stops, or an equivalent barrier sufficient to prevent cars from driving into or on any landscaped area shall be installed at the perimeter of all new off-street parking areas, and around all interior landscape areas. A barrier of a minimum of 4" in height generally shall be provided except where required to allow for stormwater inflows as part of an approved stormwater management plan. Curb and gutter shall not be required for additions to existing parking areas where curb and gutter is not present, is not installed on the adjacent street right-of-way, or is not anticipated to be constructed on the street right-of-way in a future street.
 - b. Minimum Distance of Required Concrete Curbing from Property Lines. Perimeter edging for off-street parking areas shall be installed a minimum of ten (10) feet from a property line as measured from the back of curb to prevent the parked vehicles from extending over any lot lines.
- 9. Off-Street Parking Stalls. Off-street parking stalls shall be marked by painted lines or other approved material and shall be maintained to be legible at all times.
- 10. Parking of Trucks and Equipment. The parking of trucks or other vehicular equipment of a commercial or industrial nature shall be allowed subject to the following regulations.
 - a. Agricultural equipment shall be allowed in the R-C - Conservation Residence, R-SE - Suburban/Estate Residence, A - Agricultural, or A-P - Agricultural Prime District.
 - b. The parking of any passenger automobiles, panel trucks, vans, or pick-up trucks, each individually exceeding eight thousand (8,000) pounds manufactured Gross Vehicle Weight in a residential district, P Park and Open Space, or I - Institutional District, and Floodplain Overlay District shall require a Temporary Use Permit as specified in Article 3.
 - Any vehicle over eight thousand (8,000) pounds rated Gross Vehicle Weight may be parked in districts not C. previously mentioned in the normal course of business in conjunction with a commercial or industrial use of the subject property. Any overnight parking shall be allowed only with a Conditional Use.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

Commented [RM1]: Revision per feedback from the Engineering Department.

- 11. Pedestrian Circulation Standards.
 - a. Off-street parking areas serving multifamily, mixed-use, and nonresidential development and consisting of twenty (20) or more off-street parking spaces shall incorporate on-site circulation systems exclusively for the use of pedestrians and other non-motorists to navigate the site. Pedestrian circulation systems are encouraged in off-street parking areas with fewer than twenty (20) spaces but are not required.
 - b. The on-site pedestrian circulation system shall comply with all ADA standards.
 - c. The on-site pedestrian circulation system shall be marked, shall connect all buildings on the site to one another, and shall provide connections to required parking spaces.
 - d. The on-site pedestrian circulation system must connect building entrances to adjacent public rights-of-way when public sidewalks are either existing or planned. The on-site pedestrian circulation system shall form a direct route between the building entrance and adjacent public right-of-way that does not require significant out-of-direction travel unless approved as follows.
 - For pedestrian circulations system with a significant out-of-direction travel, the applicant must submit sufficient evidence of the special conditions to support such alternative design. Special conditions may include, but not limited to, presence of natural resources, steep slopes, street grades, landscape features and building orientation or similar.
 - e. The on-site pedestrian circulation system shall provide at least one (1) connection to all adjacent properties along a shared street frontage. Connections must provide access to existing walkways on adjacent properties, or to the likely future location of walkways on those properties. The Zoning Administrator may waive this requirement upon determining that no walkway exists, a future walkway is unlikely to exist, or such connection would create a safety hazard.

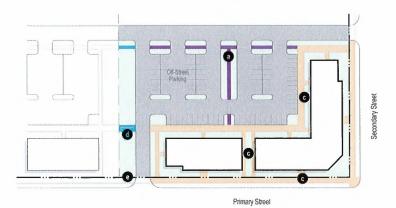


Figure 3 Pedestrian Circulation Standards

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

. . .

- D. Snow Storage Requirements For Off-Street Parking and Loading Areas.
 - 1. Snow Storage Prohibited in Required Off-Street Parking, Drive, and Loading Areas. The storage of snow for more than forty-eight (48) hours is hereby prohibited in provided off-street parking, driveway, and loading areas.
 - On-Site Snow Storage Standards for Parking and Loading Areas. If an off-site snow repository is not used, adequate on-site snow storage shall be provided using the following standards:
 - A minimum site area representing ten (10) percent of the total required off-street parking or loading area, inclusive
 of access drives, shall be provided as the snow storage area.
 - b. The required snow storage area may be paved or unpaved. In either case, provision for adequate drainage of the snow storage area shall be provided to accommodate snowmelt, and no snowmelt shall drain onto abutting properties.
 - 3. Use of Setbacks, Yards, Bufferyards, and Stormwater Management Facilities for Snow Storage. Required setbacks, yards, and bufferyards may be used to accommodate the required snow storage area. However, landscaped areas specified in Section 15-5-06 shall not be used as snow storage areas. Stormwater management facilities shall not be used as snow storage areas unless specifically approved by the City Engineer as part of a stormwater management plan per Chapter 224 of the Municipal Code.
 - 4. Use of Stream and Surface Water Buffers as Snow Storage Areas. Snow storage areas designated pursuant to site plan or conditional use review are not to be located within stream buffers unless the applicant can demonstrate that there is no reasonable alternative location for snow storage on the same property, and that the snow storage area will be sited, planted or managed in a manner that reduces the potential for erosion and contaminated runoff entering the associated stream as a result of snow melt.

E. Off-Street Bicycle Parking.

- 1. Location.
 - a. Required bicycle parking shall be provided on the same lot as the use it is intended to serve.
 - b. Bicycle parking spaces shall be adequately lit and located such that they are highly visible from the street and/or building entrance(s) from points where bicyclists approach the site.
 - c. The location of bicycle parking shall not conflict with pedestrian and/or vehicle circulation.
 - d. Bicycle parking shall be sited within fifty (50) feet of a building's main entrance. If provided indoors, bicycle parking shall be located within a common area designated for secure bicycle storage.
 - e. Bicycle parking adjacent to a pedestrian walkway shall be sited to ensure that a minimum five (5) foot walkway clearance is maintained.
- Design Criteria. All bicycle parking facilities shall be designed in accordance with standards established by the National Association of City Transportation Officials.

3. Dimensional Standards.

- a. Each bicycle parking space shall be a minimum of six (6) feet in length.
- Bicycle racks shall be located at least three (3) feet in all directions from any obstruction, including but not limited to other bicycle racks, walls, doors, posts, columns, or landscaping.
- c. A minimum vertical clearance of seven (7) feet shall be maintained above all bicycle parking facilities.
- 4. Off-Street Bicycle Parking Required.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

- a. Bicycle parking as specified in this subsection shall be required for all multifamily residential, mixed-use, and nonresidential development. Vehicle-related uses as defined in this UDO shall be exempt from the requirement.
- b. The number of required bicycle parking spaces shall be equal to five (5) percent of the off-street vehicle parking spaces provided, up to ten (10) required bicycle parking spaces.
- c. When the required amount of bicycle parking is less than two (2) spaces, the use shall provide a minimum of two (2) spaces in a bicycle parking area.
- Off-street bicycle parking spaces provided on vertical racks mounted on a building wall shall not count toward the minimum quantity required.

F. Electric Vehicle Charging Stations.

- 1. All parking lots may utilize the Electric Vehicle Charging Station incentive.
- For any applicant providing ten (10) or more electric vehicle charging stations on-site, twenty (20) percent of the applicable permit fee required per the City of Franklin fee schedule may be waived by the Zoning Administrator.
- Electric vehicle charging stations shall comply with the use-specific standards for electric vehicle charging stations in Section 15-4-13(H).
- G. Off-Street Loading.
 - 1. **Purpose**. The purpose of this Section is to prevent congestion of public rights-of-way and private lots to promote the safety and general welfare of the public by establishing minimum requirements for the provision of loading facilities on various sites.
 - Location. All required loading spaces shall be located on the same lot as the use served. No permitted loading space shall be located within forty (40) feet of the nearest point of intersection of any two streets. No loading space shall be located in a required side yard abutting a parcel in a residential zoning district, a parcel with an existing residential use, or in a required front yard.
 - 3. Access. Each required off-street loading space shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement. Loading spaces on lots located adjacent to public ways shall be so situated as to enable the vehicles to back into the loading dock from areas other than public ways unless as otherwise approved by the Plan Commission. The blocking of loading spaces by other loading spaces, permanent or moveable structures of any type, including trash receptacles or compactors, shall be prohibited.
 - 4. Surfacing. All open, off-street loading and parking spaces shall be improved with asphalt, concrete, or a permeable paving system approved by the City Engineer, and with stormwater management facilities as approved by the City Engineer.
 - Repair and Service. No motor vehicle repair work or service of any kind shall be permitted in conjunction with loading facilities provided in any residential or nonresidential zoning districts.
 - 6. Maneuvering Space Required to Service Outdoor Loading Areas. Adequate off-street truck maneuvering area shall be provided on-site and shall not interfere with internal site circulation, ingress or egress to the site, access to or use of required off-street parking areas and pedestrian circulation areas. Maneuvering areas shall not be provided within any public street right-of-way or other public lands except as may be allowed by the Plan Commission for properties in the B-P Business Park and LI Limited Industrial Districts where permanently dead-ended streets and cul-de-sacs may serve as off-street truck maneuvering. The Plan Commission shall consider the number of proposed loading docks, the proposed use and frequency of loading and unloading and the number of businesses located on the dead-end street or cul-de-sac and determine that the adjacent businesses will not be adversely impacted or affected.

- 7. Interference With Fire Exit or Emergency Access Prohibited. Off-street loading facilities shall be designed so as not to interfere with any fire exits or emergency access facilities to either a building or site.
- Required Loading Spaces. The number of loading spaces provided shall be determined by the developer and shall
 provide for adequate space for standing, turning, loading, and unloading services in a manner that does not interfere
 with vehicle or bicycle parking, drive aisles, pedestrian walkways, or landscaped areas.

15-5-02. Driveways

- A. Driveways on Controlled Access Arterials and Highways Prohibited. No direct private access shall be permitted to the existing or proposed rights-of-way of expressways or to any controlled access arterial street without permission of the highway agency with access control jurisdiction.
- B. Right Angles Required. Driveways shall cross the lot line at right angles or as close to right angles as possible to provide site access.
- C. Arterial Street and Highway Access and Street Intersections. No new direct public or private access shall be permitted to an arterial street or highway within one-hundred and fifteen (115) feet of the intersection of the right-of-way lines of another arterial street or highway unless approved by the Plan Commission.
- D. Single-Family and Duplex Driveway Standards. A single slab or ribbon driveway from the property line to legal, on-site parking shall be provided and shall be in conformance with the following criteria.
 - 1. Limit of One. One (1) single slab or ribbon driveway and one (1) curb cut shall be permitted per seventy-five (75) feet of lot frontage.
 - 2. Single-Slab Driveway Design Standards.
 - a. Single-slab driveways shall not exceed twenty-four (24,29) feet in width at the property line.

Commented [RM2]: Revision per feedback from the Engineering Department.

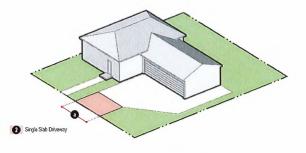


Figure 4 Single-Slab Driveway Design Standards

- b. Surfacing.
 - Single-slab driveways shall be surfaced with an all-weather, dustless concrete material which may include decorative concrete, patterned concrete, exposed aggregate concrete, concrete pavers, permeable paver blocks, or similar materials approved by the City Engineer.
 - Single-slab driveways surfaced with asphalt and constructed prior to the adoption date of this UDO shall be allowed to continue or be reconstructed in kind.

City of Franklin Unified Development Ordinance Update

- III. Driveways longer than fifty (50) feet may be surfaced with asphalt.
- IV. Driveways on lots in the R-C Conservation Residence District and R-SE Suburban/Estate Residence District may be surfaced with asphalt.
- 3. Garage Access Drive. A garage access drive is permitted and shall meet the standards below.
 - a. Width. The maximum width of a garage access drive shall be the width of the garage, as measured from the garage door(s) plus an additional three (3) feet on either side of the garage door(s).
 - Length. The maximum length of a garage access drive shall be sixteen wenty (20, 46) feet from the garage doors.
 - c. Taper. The garage access drive shall taper, within ten (10) feet, back to the maximum driveway width.
 - d. Surfacing. Garage access drives shall adhere to the surfacing requirements for single-slab driveways in Section 15-5-02(D)(2).

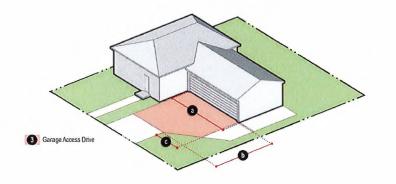
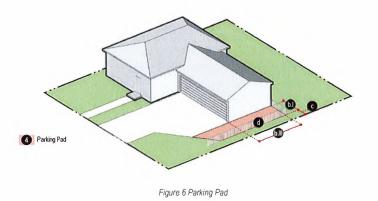


Figure 5 Garage Access Drive

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards 13 **Commented [RM3]:** Revision per feedback from the Engineering Department.

4. Parking Pad.

- a. Limit of One. A garage access drive may be extended to include one (1) parking pad. The total number of parking stalls, including the parking pad, shall not exceed the maximum limit of two (2) parking stalls per dwelling unit.
- b. Configuration.
 - I. A parking pad shall be a minimum of nine (9) feet and a maximum of ten (10) feet in width.
 - II. The portion of the parking pad adjacent to the garage access drive shall have a maximum length of twenty (20) feet, as measured from the front façade line of the garage. A minimum seven (7) foot taper shall be included in the twenty (20) foot maximum.
 - III. The portion of the parking pad adjacent to the garage shall have a maximum length equal to the depth of the garage, as measured from the front façade line of the garage.
- c. Location. The parking pad shall be set back a minimum of five (5) feet from any side property line.
- d. Screening. A fully opaque fence with a minimum height of six (6) feet shall be constructed in the side yard abutting the parking pad.
- e. Surfacing. A parking pad may be surfaced with asphalt, concrete, grass, gravel, or a permeable paving system. The first half (1/2) inch of runoff over the entire surface shall be treated with green infrastructure if the parking pad is surfaced with asphalt or concrete.



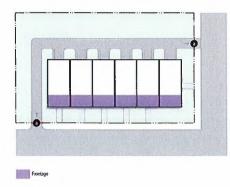
E. Townhouse, Multifamily, and Nonresidential Driveway Standards.

1. Location.

- a. Where an off-street parking area of a corner lot abuts an alley or a corner side street, access to the off-street parking area shall be obtained from a driveway off the alley or corner side street.
- b. No lot other shall have multiple driveways for purposes of vehicular ingress and egress without a minimum three hundred (300) foot separation between such curb cuts along a street, unless otherwise approved by the City Engineer.

2. Townhouse Driveway Design Standards.

- One-way driveways for townhouse uses shall be a minimum of ten (10) feet wide and a maximum of twenty (20) a. feet wide at the property line.
- b. Two-way driveways for townhouse uses shall be a minimum of twenty-four (24.20) feet and a maximum of thirtythree thirty-six (36 33) feet in width at the property line.
- Driveways for townhouse uses shall comply with the surfacing standards for single-slab driveways as specified in C. Section 15-5-02(D)(2).



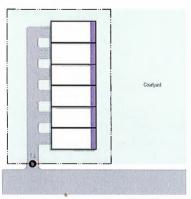


Figure 7 Townhouse Driveway Design Standards

Multifamily and Nonresidential Driveway Standards 3.

- One-way driveways for multifamily and nonresidential uses shall be a minimum of ten twelve (12 10) feet wide and a. a maximum of thirty-three twenty-four (24 33) feet wide at the property line.
- Two-way driveways for multifamily and nonresidential uses shall be a minimum of twenty (20) feet wide and a b. maximum of thirty-six (36) feet wide at the property line.
- c. Driveways for multifamily uses shall comply with the surfacing requirements for single-slab driveways in Section 15-5-02(D)(2) above. Asphalt shall be prohibited for driveways serving lots with a nonresidential use.
- Islands between the vehicle lanes in opposing directions shall be provided at driveway openings with a minimum d. width of twelve (12) feet and located six five (5.6) feet from all lot lines.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards 15

Commented [RM4]: Revisions to driveway standards per feedback from the Engineering Department.

e. Setbacks Required.

- Pedestrian Entrance. Driveways for all retail, service, eating and drinking, vehicle-related, and industrial uses shall be at least two hundred (200) feet from any pedestrian entrance to any institutional or place of assembly use.
- II. Property Line. No driveway shall be located closer than ten (10) feet to any front, street side, side, or rear property line except as follows.
 - i. Where a shared driveway between neighboring lots or parcels is provided to serve as access to a State or County Highway for the purposes of highway safety as approved by either the Wisconsin Department of Transportation or Milwaukee County Highway Department, any minimum driveway setback as required by this Section may be waived, provided that such waiver of setback is for the shared driveway that is constructed over or abutting property lines of lots or parcels that benefit from the shared driveway.
 - Approved access points to public streets or cross access between neighboring properties as required in Section 15-5-01(C)(1) may be allowed to cross the required setbacks at or as close to right angles as possible to provide site access.

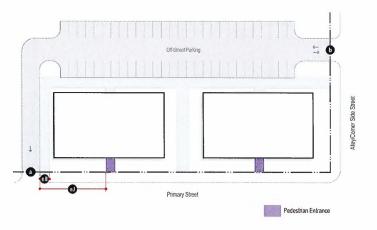


Figure 8 Multifamily and Nonresidential Driveway Standards

- f. Edge Barrier Required. A concrete curb and gutter, or an equivalent barrier of a minimum of four (4) inches in height, shall be installed along the length of all new driveways serving multifamily, mixed-use, or nonresidential development.
 - I. The edge barrier may be interrupted where necessary to provide for stormwater outflows.
 - II. This provision may be waived by the Plan Commission for additions to existing structures located in areas without a predominance of curb and gutter when curb and gutter is not installed on the adjacent street rightof-way or is not anticipated to be constructed on the street right-of-way in a future street reconstruction in a reasonable period of time.

City of Franklin Unified Development Ordinance Update

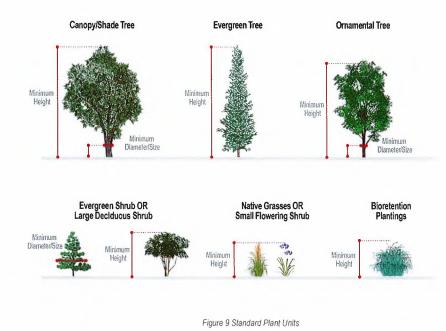
15-5-03. Required Landscaping

- A. Landscaping Required. Landscaping is required in the form of on-lot landscaping, street bufferyards, peripheral bufferyards, and in off-street parking areas and in areas where vegetative mitigation (see Section 15-4.0103 of this Ordinance) is required. The area and/or length of each, as required herein, must be measured in order to determine the amount of landscaping required.
- B. Exemptions and Modifications. All developments shall meet the provisions of this Division except as specifically exempted below:
 - 1. Residential Development on Existing Lots of Record in the A Agricultural, A-P Prime Agricultural, and Residential Districts.
 - 2. Additions to Existing Buildings where the Total Floor Area is not Increased More than Ten (10) Percent. Additions to existing buildings where the total floor area is not increased more than ten (10) percent of the existing total floor area.
 - Additions to Buildings Which Increase Overall Building Area from Ten (10) to Fifty (50) Percent. Additions to buildings which increase their overall building area from ten (10) to fifty (50) percent shall conform to the landscaping standards set forth in this Division reduced by up to thirty (30) percent.
 - 4. Floodplain and Wetland Areas. Areas located within the FW Floodway and FF Floodfringe Districts are exempt from the landscaping requirements set forth in this Section except where mitigation or restoration is required by this UDO.
- C. Bufferyards to Ameliorate Nuisances Between Certain Adjacent Zoning Districts. A bufferyard is a combination of a setback and a visual buffer or barrier and is a yard or area together with the planting and/or landscape structure required thereon. The amount of land, the type of planting, and the amount of planting specified for each bufferyard requirement of this UDO are designed to ameliorate nuisances between certain adjacent zoning districts. Bufferyards are also designed to ensure a desired character along public streets and roads.
- D. Bufferyards Required to Separate Different Zoning Districts. Bufferyards shall be required to separate different zoning districts from each other. Bufferyards function to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights, signs, and unsightly buildings or parking areas, or to provide spacing to reduce adverse impacts of noise, odor, or danger from fires or explosions.
- E. Integration with Stormwater Management. Vegetated features designed and installed to provide stormwater infiltration or treatment, including but not limited to bioretention areas or rain gardens, vegetated swales, or deep-rooted plantings with amended soils, may be incorporated into landscaped areas and bufferyards required under this Section. The plant selection requirements of this Section may be varied in order to accommodate planting plans specific to a vegetated stormwater infiltration or treatment area, provided the overall landscaping and/or screening plan installed is equivalent or greater to the amount required under this Division.

15-5-04. Minimum Landscape Standards.

A. Standard Plant Units. This Section defines the standard plant unit and its definitions of this Section. The following Table 15-5-04(A) specifies the plant unit requirements. Tree requirements shall refer to the diameter measured six (6) inches above root flare. For purposes of this Section, bioretention plantings shall be equivalent to small flowering shrubs or native grasses/forbs at a rate of 9 SF of plantings per large deciduous shrub, small flowering shrub, or native grass/forb.

		DRAFT FOR ADO				
Table 15-5-0302(A): Standar	d Plant Units Plantin	g size	Land Use Type			
Planting Type	Minimum Diameter/Size	Minimum Height	Mulli-Family	Retail, Service, Institutional, Place of Assembly, Vehicle- Related, and Similar	Industrial	
Canopy/Shade Tree	3" diameter at 6" above root flare		1.5/ dwelling unit	1/5 parking spaces	1/10 parking spaces	
Evergreen Tree OR	-	6'	1/dwelling unit	1/5 parking spaces	1/10 parking spaces	
Omamental Tree	3" diameter at 6" above root flare					
Evergreen Shrub OR	18" wide	-	1/dwelling unit			
Large Deciduous Shrub	-	3'		1/5 parking spaces	1/10 parking spaces	
Small Flowering Shrubs OR .	_	18"	3/dwelling unit	1/5 parking spaces	1/10 parking spaces	
Native Grasses/Forbs OR	1 gallon pot			and partially options		
Bioretention Plantings	3" - 4" pot (or as spe Archit		Per storm water management plan; Max Spacing 18" on center; 9 SF = one 18" small flowering shrub or 1 gallon pot o native grasses/forbs			



City of Franklin Unified Development Ordinance Update

- B. Definition and Conditions. The following definitions and conditions shall apply to the application of Table 15-5.0302.
 - 1. Trees.
 - a. Canopy/Shade trees are deciduous trees providing over-hanging canopy at maturity.
 - Evergreen Trees refers to coniferous trees, tamarack trees, and upright-growing arborvitae; bush-type arborvitae may be used as an Evergreen Shrub.
 - c. Ornamental Trees are flowering and/or fruit bearing trees, normally growing to full growth shorter than a shade tree.
 - The number of plantings required per parking space shall be rounded to the next highest range. For example, fifty-two (52) spaces in a commercial development shall require eleven (11) shade trees, not ten (10).
 - 3. The minimum number of plantings shall be five (5) per property for each type.
 - 4. The minimum amount of landscaping shall be twenty (20) canopy/shade trees per acre, twenty (20) evergreen trees per acre, ten (10) ornamental trees per acre, and thirty (30) small shrubs per acre. Each acre shall be divisible, rounded to the next number of plantings (i.e., 1.68 acres = 34 shade trees).
 - 5. In the event ornamental trees and/or shrubs are not appropriate for a development, then those types may be replaced by the following schedule:
 - a. One (1) canopy/shade tree for every one (1) required ornamental tree.
 - b. One (1) canopy/shade tree or evergreen tree for every two (2) required large deciduous or evergreen shrubs.
 - In the event evergreen trees are not appropriate for a non-multi-family development, then each required evergreen tree may be replaced by a canopy/shade tree.
 - 7. Tree requirements are stated in terms of the required diameter measured six (6) inches above root flare.
- C. Bufferyard. When development abuts or is across a street from a residential zoning district or existing residential use, or an existing, less intensive use as determined by the Zoning Administrator the following bufferyard requirements shall apply:
 - 1. Additional planting density shall be required; for the site as a whole, the minimum density of plantings required in Table 15-5.0302 shall be increased by twenty (20) percent.
 - Emphasis shall be on placing the increased amount of plantings within the bufferyard, except where preservation of
 existing plant material does not allow additional plantings, or where a combination of fencing and landscaping is
 provided to accommodate vegetated stormwater management areas.
 - A combination of evergreen trees (which may include arborvitae), other deciduous vegetation, and fencing are recommended within the buffer yard. The minimum planting height of evergreens and fencing at installation shall be six (6) feet.
 - On-site pedestrian circulation systems provided on-site, whether required in Section 15-5-05 or not, may traverse a bufferyard required in this subsection subject to Zoning Administrator approval.

- D. Credit For Preserved Existing Plant Materials. The preservation of healthy, existing plant materials is strongly encouraged. Where plant materials and trees are to be preserved on the site, the following shall apply:
 - In a non-bufferyard landscape area, preservation of existing canopy/shade trees, evergreen trees, and omamental trees over six (6) feet in height with a minimum diameter of three inches (3") measured six inches (6") above root flare shall replace one (1) equivalent type of required planting.
 - 2. In a bufferyard landscape area, existing canopy/shade trees, evergreen trees, and omamental trees over six (6) feet in height shall replace one-half (1/2) an equivalent type of required planting.
 - In either a non-buffer or bufferyard, existing large deciduous or evergreen shrubs over five (5) feet in height shall replace one (1) required large shrub planting.
 - 4. Plantings to be preserved including exact location, size, and type shall be shown on the submitted landscape plan and in any required maintenance and replacement schedules. The City Forester may be consulted to determine the likelihood of survival of canopy/shade, evergreen, and omamental trees through construction, and may specify required measures for construction-phase protection as a condition of approval of the landscape plan.
- E. Alternative Minimum Landscape Surface Ratio. Use of the Alternative Minimum Landscape Surface Ratio shall require a minimum diameter measured six (6) inches above root flare of three (3) inches for canopy/shade trees and two (2) inches for omamental trees, and a minimum height of six (6) feet for evergreen trees, along with an increase by twenty (20) percent of the minimum quantity of plantings required by Table 15-5-04(A) If a bufferyard is present, then the required quantity of plantings increases to thirty (30) percent.
- F. Ground Cover. All areas not covered by buildings or paving shall be covered with landscaping. The specific type(s) of groundcover to be used shall be shown on the landscape plan.
 - Open areas not covered by formal landscape plantings shall be planted with deep-rooted plantings (which may include native short-stature grasses or forbs), low growing ground cover, or other living landscape materials, except where existing natural vegetation of the site makes such plantings impossible.
 - 2. The use of conventional sod or turf grass as ground cover should be limited to those areas planned for active or passive recreation use, or other areas where substantial use of the area is anticipated.
 - 3. The use of low-growing ground cover on slopes to provide stabilization and where appropriate, pollinator habitat, is encouraged.
 - 4. The use of salt-tolerant species is recommended in all parking lot landscaped islands and perimeter areas.
 - Low-growing ground cover such as Barren Strawberry (Waldesteinia) is preferred to grass. The use of stone, wood chips, artificial or plastic mulches, or other non-living material to cover more than twenty-five (25) percent of any parking lot landscaped island shall be prohibited.
- G. Placement. Generally, placement of all types of plantings shall be dispersed across the entire site at discretion of developer, with the following minimum guidelines:
 - Species of plantings best suited for high traffic areas shall be placed in the highest vehicular and pedestrian traffic areas.
 - 2. Native species of canopy/shade trees should be placed away from the highest vehicular and traffic areas.
 - 3. Plantings shall be located so as not to obscure vehicle sight lines.
 - 4. Plantings shall be located so future growth is not over a sidewalk or parking/ drive area.
 - 5. Plantings shall be located to soften tall and long building walls.

City of Franklin Unified Development Ordinance Update

- Plantings within buffer yards, in combination with any fencing provided, shall provide visual opacity within two (2) years of planting.
- 7. Any fruit, nut, or seed-bearing trees shall be located away from parking/drive areas and pedestrian walkways.
- 8. Canopy/shade trees and evergreen trees shall be separated from one another to ensure the health and longevity of the trees. In no instance shall canopy/shade or evergreen trees be located closer than five (5) feet from one another.

G. Landscape Plan Contents.

- 1. Landscape Plans shall be prepared by a professional Landscape Architect or Landscape Designer. Each Landscape Plan shall include:
 - a. Preparer's name and date of preparation.
 - b. A base site plan that matches the site plan submitted for approval, showing planting locations and existing plantings to be preserved, and the Landscape Surface Ratio percentage.
 - c. A planting schedule of common names, botanical names, and planting sizes and quantities of all planting materials and ground cover.
 - d. Calculations showing how the plan meets or exceeds the minimum quantity of plant materials required, including calculations of preserved plant materials, landscape area plantings, and bufferyard plantings.
 - e. A diagram or plan showing the integration of drainage patterns and stormwater management measures with landscape areas.
- 2. Landscape Plans shall be submitted with the initial application subject to the following procedures.
 - a. An applicant must at a minimum file a preliminary landscape plan generally depicting the landscaping for the site at the time of initial application filing.
 - b. Landscape Plans must be approved by the Zoning Administrator and, where integrated with a Stormwater Management Plan, the City Engineer.

15-5-05. General Landscaping Requirements

- A. Physical Containment of Landscaped Areas. All landscaped areas located within or adjacent to a parking area, or adjacent to a public street or sidewalk, shall be designed to contain landscape materials and to prevent vehicular encroachment through the use of concrete curbing, headers of a minimum four (4) inches in height, or wheel stops.
- A. Artificial Landscape Materials. Artificial trees, shrubs, turf, or plants shall not be permitted as landscaping.
- B. Groundcover. The use of landscape fabrics or mulches under all areas landscaped with non-living materials, except as required per an approved stormwater management plan, is recommended to prevent weed growth.
- C. Irrigation. Appropriate on-site, outdoor water supply (e.g., underground or drip irrigation, hose bibs, etc.) that provides complete coverage to all new living landscaped areas sufficient to provide for plant establishment and ongoing maintenance is required. Watering systems shall be designed to water landscaped areas efficiently and avoid irrigation of adjacent parking areas and access drives, sidewalks, buildings, and public streets. If hose bibs are used, they must be located within one hundred (100) feet of any landscaped area. Temporary or permanent irrigation of bioretention areas or other vegetative stormwater management areas shall be implemented per an approved Stormwater Management Plan, or as specified by a Landscape Architect or landscape designer on the approved landscape plan.
- D. Location. New vegetation shall be selected, planted, and maintained so that at maturity it will not interfere with utility lines, snow storage areas, vehicular parking, pedestrian circulation, traffic sight visibility at driveways and street intersections, and will not cause damage or upheaval of sidewalks and pavement.

E. Installation.

- 1. **Timing of Installation.** Landscaping and irrigation shall be installed in accordance with the approved landscape plan prior to issuance of a Zoning Compliance Permit or commencement of operations. The City will have the right to refuse approval of any project not meeting the provisions of this Section.
- 2. Surety to Include the Cost of Ground Cover. The cost of vegetative ground cover shall be reflected in the financial surety held in accordance with this Division.
- 3. Return of Financial Surety. When it is determined that the landscaping and watering systems have been installed in accordance with the approved plans, the City shall return the surety to the applicant.

F. Maintenance.

- 1. Responsibility for Maintenance.
 - a. Maintenance of all landscaping shall be the responsibility of the owner, lessee, heirs, assigns, agents, homeowners' association, or other liable entity of the property and shall consist of regular watering, pruning, mowing, fertilizing, removal and replacement of irrigation systems, and architectural features.
 - b. The owner or liable entity in control of any private premises shall at all times maintain the premises free of litter and weeds.
 - c. Landscape maintenance shall be coordinated, where applicable, with maintenance provisions in an approved Stormwater Management Plan.
- 2. Landscape Phasing. Future building pads within a phased development shall be maintained in a dust-free condition vegetated with groundcover.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

- G. Preservation of Existing Trees During Grading. During grading operations, those existing trees to be preserved and retained as a part of the subdivision, certified survey map, or condominium approval shall be protected through the following measures:
 - 1. All trees to be retained shall be identified on site by flagging tape. Trees selected for transplanting shall be flagged with a separate distinguishing color.
 - Construction limit fencing shall be erected at the perimeter drip line of all trees to be retained and all protected areas as identified in a Natural Resource Protection Plan. Tree protection devices shall be installed where required over tree roots, branches and/or tree trunks, as identified in the Natural Resource Protection Plan.
 - 3. Fences and tree protection devices installed shall be maintained and all construction materials, supplies and equipment shall be kept outside of the protected areas throughout construction.
- H. Plant Replacement. Any plant materials included in an approved landscaping plan that do not survive a plant establishment period of two (2) years after installation shall be replaced with plant material(s) of the same or like species of equal size within the next planting season, but in any event, within six (6) months of the plant's demise. Said replacement shall be made by the property owner or, in the case of landscape plant materials located within a landscape easement under the control of a homeowners' association, the homeowners' association shall be responsible for said replacement.
- I. Plant Material Species Mixture.
 - All landscape plant materials selected shall be adequately mixed so that no singular species exceeds forty (40) percent of the total planting requirements. Where four (4) or more canopy/shade trees are to be installed, at least two (2) species of canopy/shade tree must be installed that include one or more species suitable to the region, such as but not limited to Sugar Maple, Red Maple, Red Oak, Tilia Americana and improved cultivars, or Hybrid Elm.
 - 2. For every ten (10) trees a minimum of three (3) different species are recommended.
 - 3. Trees shall be selected from a tree species list as recommended by the City Forester.
- J. Invasive Species Prohibited. Plant species listed in WI Ch. NR 40 invasive species plant list shall not be used in any landscape areas.

15-5-06. Minimum Landscaping Standards for Off-Street Parking Areas and Lots

- A. Minimum Landscaping Requirements for Residential, Mixed-Use, and Nonresidential Off-Street Parking Areas and Lots. Each residential, mixed-use, and nonresidential off-street parking lot shall contain landscaping within the parking lots, along the perimeter of parking lots, and along adjoining entrance drives and circulation drives.
 - 1. A minimum of ten (10) percent of the interior area of the parking lot shall be landscaped, with a minimum total interior planting area of three hundred (300) square feet.
 - 2. The minimum dimension of any planting area shall be nine (9) feet by eighteen (18) feet, with a minimum planting depth of three (3) feet.
 - 3. A minimum of two (2) cubic feet of soil volume per one (1) square foot of projected tree canopy at maturity shall be provided per canopy/shade or ornamental tree planted in an interior parking lot island.
 - In general, larger, contiguous planting areas are preferred over smaller planting areas in order to promote healthy 4 plant growth.

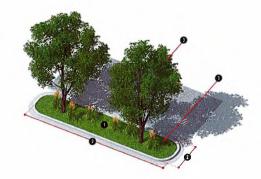


Figure 10 Minimum Landscaping Requirements for Residential, Mixed-Use, and Nonresidential Off-Street Parking Areas and Lots

- Existing Vegetation May Count Toward the Provision of Minimum Off-Street Parking Landscape Requirements. B. Existing trees that can, in the opinion of the City Forester, be preserved in a healthy condition after construction, shall count toward the minimum off street parking landscape requirements. The City Forester shall find that conditions during and after construction:
 - 1. Shall not cut off the tree from a reasonable supply of water,
 - 2. Shall incorporate sufficient soil volume (i.e. 2 cubic feet of soil per 1 square foot of projected canopy area at maturity) and protected from compaction, with the area under the canopy remaining undisturbed; and
 - Plantings that are preserved within parking lot islands shall be located within islands with a minimum of three 3 hundred (300) square feet in area
- C. Barriers Required to Contain Landscape Areas. The barrier around landscape areas may incorporate wheel-stops. provided the area of vehicle overhang does not exceed two (2) feet and does not damage or interfere with the landscaping. Where vehicle overhangs abut required landscape areas, a minimum five (5) foot wide planting area is required for a single vehicle overhang, and an eight (8) foot wide planter for a double vehicle overhang is required. Vehicle overhang into the public right-of-way is not permitted.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

- D. Uses Not Permitted in Required Landscaped Areas. Parking (except where vehicle overhang is permitted), buildings, and display of equipment or vehicles are not permitted in required landscaped areas. Required landscaped areas shall not be used for snow storage.
- E. Required Landscape Materials Not to Constitute a Driving Hazard. To ensure that landscape materials do not constitute a driving hazard, trees used to landscape parking islands shall have a clear trunk height of six (6) feet; mature shrubs, groundcover, or other landscaping material shall not exceed three (3) feet in height. The landscaped area within these planters may be used to satisfy, to the extent provided, the landscaping requirements.

15-5-07. Screening

- A. Grease Traps, Trash, and Recycling Receptacles. The following regulations shall apply to all nonresidential, mixed use, and multifamily development.
 - Visibility From Public Right-of-Way Prohibited. Grease traps, trash, and recycling receptacles shall be located to be completely concealed from visibility from any public right-of-way. The Zoning Administrator may provide an exemption from these requirements when the Zoning Administrator determines that the site's conditions require the exemption.

2. Screening Required.

- Grease traps, trash, and recycling receptacles shall be screened on three (3) sides with a solid, opaque material with a minimum height of six (6) feet and a maximum height of eight (8) feet.
- b. Materials used for screening shall complement the exterior building cladding materials of the primary building.
- c. Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
- d. If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
- e. Shrubs, native grasses, or other vegetation shall be installed along the exterior of the enclosure, except for the enclosure openings, to provide a softening effect.
- f. Enclosure openings shall be gated with an opaque material.
- g. Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.
- h. Property owners shall be responsible for ensuring that grease traps, trash, and recycling receptacles be placed in the enclosure at all times other than when it is being accessed.
- Access drives shall be constructed of materials and to a thickness which accommodates truck loading. Yearround access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
- Enclosures shall be of an adequate size to accommodate expected containers. The enclosure shall be designed to be expandable to accommodate future additional containers.
- k. All enclosures shall be curbed, graded and drained in a manner that prevents the discharge of contaminated runoff to surface waters or storm drainage facilities.
- Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.
- m. Grease traps, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

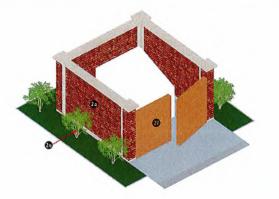


Figure 11 Grease Traps, Trash, and Recycling Receptacles

- B. Ground/Wall Mounted Mechanical Units. The following regulations shall apply to all ground/wall-mounted mechanical units, including but not limited to generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment. Tanks and / or silos accessory to a brewery, winery, and/or distillery or microbrewery, microwinery, or microdistrillery are exempt from these requirements.
 - Locating mechanical units within the primary building is strongly encouraged to minimize exterior visual impacts. Ground-mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
 - 2. Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
 - Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen. Evergreen hedges or non-transparent walls such as stone masonry shall be allowed.
 - 4. Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

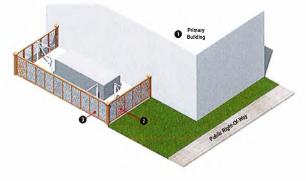


Figure 12 Ground/Wall Mounted Mechanical Units

City of Franklin Unified Development Ordinance Update

- C. Roof Mounted Mechanical Units. The following regulations shall apply to all roof mounted mechanical units, including but not limited to air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment which service multifamily, non-residential, or mixed-use developments.
 - 1. Locating mechanical units within the primary building is strongly encouraged to minimize exterior visual impacts.
 - Roof mounted mechanical units that are visible from the closest right-of-way line or adjacent residential property, as well as from adjacent commercial and mixed-use districts (B-N, B-G, B-R, B-MU, and B-SM), shall be completely screened from public view from those locations.
 - Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
 - 4. Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
 - 5. Additional screening may be required due to topographic differences in the adjoining properties.

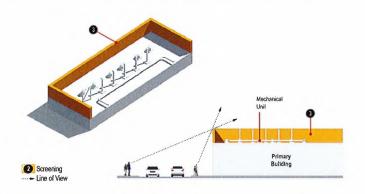
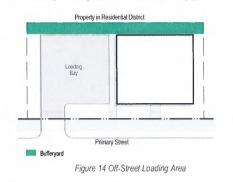


Figure 13 Roof-Mounted Mechanical Units

D. Off-Street Loading Areas. Off-Street loading areas that are visible from any property in a residential district shall be completely screened from view with a bufferyard as specified in Section 15-5-04(C).



City of Franklin Unified Development Ordinance Update

15-5-08. Fencing

- A. General Provisions.
 - 1. Maintenance Required. All fences shall be maintained in good repair and in structurally sound condition. All fences shall be constructed and maintained in a good aesthetic condition and of such materials and colors so as not to adversely affect the value, visual character, and visual appeal of adjoining property or property in the immediate neighborhood. All fences shall be constructed and maintained straight, plumb, and of an even height along its length, except for such deviations as required by grade.
 - 2. Building Permit Required. No fence shall be constructed in the City without first obtaining a Building Permit.
 - 3. Material Storage Prohibited. No materials shall be stored between a fence located adjacent to a lot line and the lot line. No materials shall be stored against the fence on its interior side.
 - Snow Fencing Allowed. Snow fencing will only be allowed between November 15th and April 15th of each year. No Building Permits for the installation of said snow fencing shall be required.
 - Utilities. An applicant seeking to construct a fence shall call Diggers Hotline or similar service to obtain information on the location of underground utilities located on-site.
 - 6. Finished Side Facing Adjacent Property. Fencing shall be constructed with the finished or decorative side facing the adjacent or abutting property or street.
- B. Height. Fence height shall be the vertical distance measured from the mean elevation of the natural lot grade along the fence to the highest point on the fence, excluding fence posts and supports.
- C. Fence Posts and Supports.
 - 1. The posts and supports for fences may exceed the allowed fence height by six (6) inches.
 - 2. A maximum of twenty (20) percent of the fence length may be comprised of fence posts.
- D. Location. All fences allowed in this Section shall be located:
 - 1. Wholly within property lines; no part of the fence, post hole, or fence material may encroach or cross a property line
 - 2. A minimum of one (1) foot from any property line abutting a right-of-way,
 - 3. A minimum of one (1) foot from any City easements unless otherwise approved by Common Council
 - 4. Outside of a vision clearance area as detailed in Section 15-5-12,
 - 5. In a manner which does not block access to underground utility access structures or fire hydrants, and
- E. Material Standards.
 - 1. Materials Permitted. Permitted fence materials shall be only those materials which are designed and intended for use in fence installations and shall be limited to:
 - a. Masonry
 - b. Vegetation (including but not limited to "green wall" systems),
 - c. Wood, chemically treated or naturally resistant to decay,
 - d. Wood Composites,

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

- e. Aluminum,
- f. Vinyl/PVC,
- g. Wrought Iron,
- h. Trellises composed of materials allowed in this subsection, and
- i. As approved by the Zoning Administrator or their designee.
- Chain Link Fences. Chain link fences shall be allowed in the interior side or rear yard on a lot with any single-family or duplex use.
- Masonry Fences. Masonry fences shall be prohibited in the Floodplain Overlay District. The Zoning Administrator may
 forward applications for masonry fences to the City Engineer for further review on sites outside the Floodplain Districts
 on which drainage and flooding concerns are present. Adverse impact of drainage and flooding shall constitute the
 ground for denial of the application.
- F. Fences on Lots with Single-Family and Duplex Uses. Fences on lots with single-family and duplex uses shall meet the requirements established below. Barbed wire, razor wire, agricultural fencing, or unconventional materials such as plywood or tarps or others as determined by the Zoning Administrator shall be prohibited on lots with single-family and duplex uses. All fences shall be erected so that the posts and all other supporting members face inward toward the owner's property.
 - 1. Fences in Front and/or Street Side Yards.
 - a. Height. Fences in front and/or street side yards shall not exceed four (4) feet in height except fences in street side yards which may have a maximum height of six (6) feet if located at least five (5) feet from the property line.
 - b. Materials. Fences in front yards and/or street side yards shall be of non-sight barrier construction and have a maximum opacity of fifty (50) percent except for fences in street side yards, which may be one hundred (100) percent opaque if located a minimum of seven (7) feet from the street side lot line.

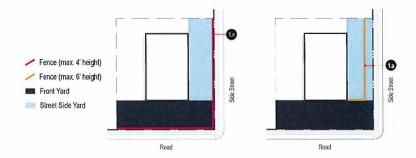


Figure 15 Fences on Lots with Single-Family and Duplex Uses in Front and/or Street Side Yards

City of Franklin Unified Development Ordinance Update

2. Fences in Interior Side and Rear Yards.

- a. Height. The maximum height of a fence in interior side yards and rear yards shall be six (6) feet. A height of up to eight (8) feet shall be allowed for fences in rear yards abutting an arterial road.
- b. Materials. Fence materials utilized in interior side yards and rear yards shall complement fence materials utilized in other yards. Fences in interior side and rear yards may be one hundred (100) percent opaque.

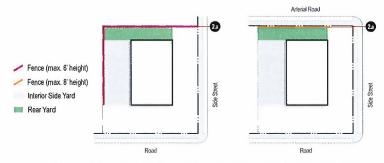


Figure 16 Fences on Lots with Single-Family and Duplex Uses in Intenor Side and Rear Yards

G. Fences on Lots with Townhome, Multifamily, Mixed-Use, and Nonresidential Uses.

- 1. Height. The maximum height of fences on a lot with townhome, multifamily, mixed-use, and nonresidential uses shall not exceed six (6) feet.
 - a. Rear Lots Abutting An Arterial Road. A height of up to eight (8) feet shall be allowed for fences in rear yards abutting an arterial road.
 - b. Plan Commission Exception. The Plan Commission may approve a height above six (6) feet for a fence located in any lot where the proposed increase provides a functional or aesthetic benefit for the proposed use.
- 2. Location. Fences on lots with townhome, multifamily, mixed-use, and nonresidential uses shall be located in rear and interior side yards only, with the exception of fences on lots in the LI Limited Industrial District which may be located in street side, interior side, and rear yards only. Fences located in the street side yard in the LI Limited Industrial District shall be buffered from the sidewalk by a landscaped area as specified in Section 15-5-04(C).
- Barbed Wire. In the LI Limited Industrial District, barbed wire may be utilized in interior side and rear yard fences and shall be limited to a maximum height of one (1) foot, and a maximum of three (3) strands of wire. The barbed wire shall not be included in the determination of fence height.

15-5-09. Retaining Walls

- A. Applicability. The standards of this Section shall apply to retaining walls constructed in any zoning district.
- B. Location.
 - 1. General Location Standards. All retaining walls shall be located as follows:
 - a. Setbacks and Location.
 - Retaining walls shall be wholly within property lines; no part of the retaining wall or material may encroach or cross a lot line.
 - II. The setback from any lot line for retaining walls shall be at least five (5) feet;
 - III. The setback and location standards specified in subsection II above shall be exempted for retaining walls maintained by a homeowners association that span multiple lots so long as the retaining wall features are documented in an approved subdivision agreement.
 - b. General Location Standards. Retaining walls shall be a minimum of:
 - I. Five (5) feet from any property line abutting a right-of-way,
 - II. One (1) foot from any City easements unless otherwise approved by Common Council
 - III. In a manner which does not block access to underground utility access structures or fire hydrants, and
 - IV. A minimum horizontal distance of four (4) feet is required between walls installed in a tiered installation. The area between the tiers shall be graded with no more slope than needed to facilitate shedding of surface waters and must be landscaped with natural material and be properly maintained.

C. Design.

- Retaining walls shall not exceed four (4) feet in height above the natural lot grade at the wall's location, <u>unless a</u> greater height is approved by the City Engineer.
- 2. Retaining walls shall not exceed the height of the grade that is supported.
- The exterior of all retaining walls shall be natural materials, decorative wall blocks, textured concrete, or other similar materials as approved by the Zoning Administrator. The use of standard concrete block or untreated landscape ties are prohibited.
- 4. Plans for any wall more than three (3) feet in height above the natural lot grade shall be stamped and signed by a professional engineer and submitted to the City Engineer for approval.
- A safety guard rail or fence is recommended shall be installed along any portion of a retaining wall exceeding three (3) feet in height.

D. Maintenance and Installation.

- 1. The long-term durability and maintenance of retaining walls shall be the sole responsibility of the property owner.
- 2. Retaining walls shall not interfere with the surface water drainage pattern and shall not be constructed in drainage swales.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

31

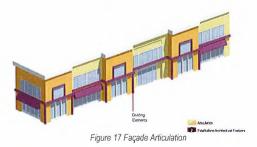
Commented [RM5]: Revisions to this Retaining Walls Sectio per feedback from the Engineering Department.

15-5-10. General Townhouse, Multifamily, Mixed-Use, and Nonresidential Design Standards

- A. Applicability. The standards of this section shall apply to all townhome, multifamily, mixed-use, and nonresidential development.
- B. Exterior Building Cladding Materials. Allowable exterior building cladding materials shall be as detailed in Table 15-5-10(B) below. Glazing shall not be included in the façade material calculations. When part of a common development, buildings shall utilize materials that are consistent with or complement surrounding development.

District	Building Façade Elevation	Masonry (1)	Lap Siding, Stucco (2)	EIFS, Concrete	Architectural Metal Siding (3)	Vinyl Siding, Unifinished Concrete Block
R-M - Multi-Unit Residential, Commercial and Mixed-Use, I - Instititional, and B-P - Business Park Districts	Front, Street Side	Min. 50%	Max. 50%	Max. 15%	Max. 15%	Not permitted
	Interior Side	Min. 25%	Max. 75%	Max. 25%	Max. 25%	Not permitted
	Rear	Any % allowed	Any % allowed	Max. 25%	Max. 25%	Max. 25%
LI - Limited Industrial District	Front, Street Side	Min. 30%	Max 60%	Max. 30%	Max. 30%	Not permitted
	Interior Side	Any % allowed	Max. 80%	Max 40%	Max 40%	Not permitted
	Rear	Any % allowed	Any % allowed	Max. 40%	Max. 40%	Max. 40%
Notes						
(1) Masonry shall include brick	, stacked stone, stor	ne, stone masonn	y units, and archi	itectural concrete	masonry units.	
(2) Lap siding shall include cer	mentitious fiber board	J.				
 (3) Architectural metal siding s 						

- C. Façade Articulation. Articulation involves the horizontal and vertical variation of the façade so that walls are subdivided into bays or sections that are vertically proportioned. The following provisions for façade articulation shall apply to any building elevations facing a public right of way or property in a residential district.
 - 1. The frontage of the building shall be divided into architecturally distinct sections or bays with each section taller than it is wide.
 - Sections or bays shall be visually established by architectural features such as columns, ribs, pilasters, piers, recesses, projections, windows, awnings, arcades, or an equivalent element that visually subdivides the wall with a roof or cap features that provides a rational terminus and integrates with the overall design of the façade.
 - 3. The required dividing elements shall have a minimum width of one (1) foot and minimum projection to width ratio of 1:4.



City of Franklin Unified Development Ordinance Update

- D. Roofline Modulation. The width of any continuous flat roofline should not extend more than one-hundred (100) feet without modulation. Modulation shall consist of either one or a combination of the following treatments:
 - 1. For flat roofs or facades with a horizontal eave, fascia, or parapet, the minimum vertical dimension of roofline modulation is the greater of two feet or ten (10) percent of the wall height.
 - 2. For gable, hipped, or gambrel roofs a minimum slope of three (3) feet vertical to twelve (12) feet horizontal.

E. Glazing.

 Transparency Zone. Glazing that is transparent under all lighting conditions shall extend from a base of contrasting material (not exceeding four (4) feet in height above the adjacent grade) to at least the height of the door head. Table 15-5-10(E) details the minimum required percentage of square footage in the transparency zone that must have a glazing treatment.

	Elevation Facing Yard			
District	Front	Street Side		
B-SM	50%	40%		
B-MU	40%	30%		
B-N	40%	30%		
B-G	30%	20%		
B-R	30%	20%		
LI	30%	20%		
I Barren	30%	20%		

- Upper Story Glazing. A minimum of twenty (20) percent of the square footage of upper stories of buildings in the B-SM - Staint Martin's Road Historic Village Business and B-MU - South 27th Street Mixed-Use Districts shall include glazing.
- 3. Glazing to be Dispersed. Required glazing shall not be aggregated into a single, undivided area of glazing treatment. Individual glazing areas shall not span more than fifteen (15) linear feet.
- Entrance Orientation. Main entrances to buildings shall be oriented toward the primary street adjoining the subject property. Secondary entrances are encouraged along secondary streets or along building frontages not adjoining a street.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

15-5-11. Outdoor Lighting

- Fixture Classification. All outdoor lighting fixtures, with the exception of wall-mounted accent lighting, shall either have a A. fixture cutoff classification of "Full Cutoff" or be fully shielded, unless otherwise expressly permitted in this UDO.
- B. LED Fixtures. All outdoor lighting utilizing a light-emitting diode (LED) fixture shall meet the following standards:
 - 1. Color Rendering. Outdoor LED fixtures shall be rated a minimum Color Rendering Index (CRI) value of seventy (70) or higher.
 - 2. Color Temperature. Outdoor LED fixtures shall have a correlated color temperature between four thousand (4,000) and five thousand (5,000) degrees Kelvin.

C. Pole Mounted Outdoor Lighting.

- 1. Pole Placement. Pole-mounted outdoor lighting shall be located outside of utility easements, designed in coordination with required landscape zones.
- 2. Maximum Lighting Height. Pole-mounted fixtures shall be mounted at heights as specified in Table 15-5-11(C)(2).

Table 15-5-11(C)(2): Maximum	Lighting Height
District	Maximum Permitted Luminaire Height
A, A-P, R-C, R-SE, R-SR	10
R-M, R-V, B-SM	15
B-N, B-MU	20
All Other Districts	25
Notes	
	 allowed for outdoor place of assembly uses fields, golf driving ranges, tennis courts and lities.

- D. Wall Mounted Accent Lighting. Wall mounted accent lighting shall be integrated with the architectural character of the building and shall use low-luminosity lamps, with two thousand (2,000) source lumens or less. The illumination on any vertical surface shall not exceed one-half (0.5) maintained foot candle and shall not spill over roof lines or building edges.
- Ε. Outline Lighting, Flickering, and Flashing Prohibited. Outline lighting shall be prohibited from signs, buildings, and structures. No flickering or flashing lights shall be permitted.
- F. State Requirements For Street Lighting. Street lighting shall conform to the standards set forth by the State of Wisconsin for State Trunk Highways, Milwaukee County for County Trunk Highways, and the City for City streets and highways.
- G. Maximum Light Level at Property Line.
 - 1. On lots adjacent to lots in a Nonresidential District, all outdoor lighting fixtures shall be designed and located so that the maximum light level at any property line shall not exceed one-half (0.5) maintained foot candles, as measured by the City's Inspection Services Department.
 - 2. On lots adjacent to lots in a Residential District, all outdoor lighting fixtures shall be designed and located so that the maximum light level shall be zero (0) maintained foot candles at any property line.
 - 3. The Zoning Administrator may approve light level in excess of the limits of this section at a front property line for lighting fixtures that meet the City's specifications for streetlighting as specified in Section 15-5-11(F).

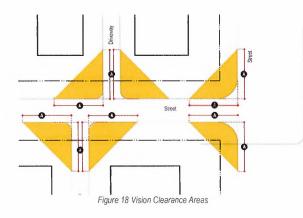
City of Franklin Unified Development Ordinance Update

H. Light Level Measurement.

- 1. Location. Light level measurements shall be made at the property line of the property upon which the light to be measured is being generated. If measurement on private property is not possible or practical, light level measurements may be made at the boundary of the public street right-of-way that adjoins the property of the complainant or at any other location on the property of the complainant. Measurements shall be made at finished grade (ground level), with the sensor in the horizontal position and not mounted more than six (6) inches above ground level, and with the light-registering portion of the meter held parallel to the ground and pointing upward.
- Light Meter Specifications. Light levels shall be measured in foot candles with a direct-reading portable light meter. The meter shall have:
 - a. Cosine and color correction,
 - b. An accuracy tolerance of no greater than plus or minus five (5) percent, and

15-5-12. Vision Clearance Areas

- A. No visual obstructions, such as structures, parking, or vegetation, taller than three (3) feet above grade shall be permitted in any district in the triangular area of the lot measured as a set distance from the center of the intersection of a driveway and a street or from the center of the intersection of two (2) or more streets. This area shall be referred to as a clear sight triangle and shall be determined as follows:
 - 1. In the case of an arterial or collector street intersecting with another arterial or collector street, the clear sight triangle shall be sixty (60) feet from the center of the intersection of the two (2) streets.
 - In the case of the intersection of any two (2) other street types or between a street and a driveway, the clear sight triangle shall be thirty (30) feet from the center of the intersection of the two (2) streets or between the street and the driveway.



City of Franklin Unified Development Ordinance Update

15-5-13. Performance Standards

- A. Any use established in the City of Franklin shall be operated in such a manner as to comply with applicable performance standards set forth governing noise, smoke, particulate matter, toxic or noxious matter, odors, fire and explosive hazards, vibration, radiation or glare or heat; and no use already established on the effective date of this chapter shall be so altered or modified as to conflict with, or further conflict with, applicable performance standards. Failure to comply with such applicable performance standards shall constitute a nuisance.
 - Noise. No activity or use shall be conducted in a manner that generates a level of noise greater than that allowed by the Franklin Municipal Code.
 - Vibration. No activity or use shall be conducted in a manner that generates earthborn vibration that can be detected at any point off the lot on which the use is located.
 - Dust and Air Pollution. Dust and air pollution carried by the wind from sources such as storage areas, yards, parking areas, equipment, and the like, within lot boundaries, shall be kept to a minimum by appropriate landscaping, screening, paving, wetting, or other acceptable means.
 - 4. Hazardous, Radioactive, and Toxic Materials. No activity or use shall produce hazardous, radioactive, or toxic material without prior notice to the City. Notice shall be given to the Community Development Director at least thirty (30) days before the operation commences. The transport, handling, storage, discharge, clean up, and disposal of all hazardous, radioactive, or toxic materials, including waste, shall comply with applicable Federal, State, County, and local regulations.
 - Odor. No activity or use shall be conducted in a manner that generates odors of such intensity and character as to be harmful to the health, welfare, or comfort of the public. Any such use shall be stopped or modified to remove the odor.
 - Fire and Explosion Hazards. Materials that present potential fire and explosion hazards shall be transported, stored, and used only in conformance with all applicable Federal, State, County, and local regulations.

B. Sound Study.

- Applicability. Concurrent with the approval of a conditional use permit for a development or use proposed to include outdoor activities or operations, a sound study and noise mitigation and management plan shall be approved by the City.
- Requirements. A sound study and noise mitigation and management plan prepared by a professional acoustical consultant or engineer shall meet the following requirements.
 - a. Comparative Analysis of Existing Noise Environment. A comparison of current ambient noise levels at the project site and sites within 250 feet of the project site, to the established noise standards of the local noise ordinance.
 - b. Project Noise Emissions. A description of the types and anticipated noise levels of noise emissions from the project during construction and operation (decibel levels, variations).
 - Noise Mitigation Strategies. A plan to reduce noise and comply with noise standards (barriers, quieter equipment, operating hour limitations).
 - d. Noise Mitigation and Management Plan. A document outlining the noise mitigation strategies and management activities that the use shall operate under, and which shall be adopted as the conditions of the approval of the conditional use permit.

City of Franklin Unified Development Ordinance Update Article 5. General Development Standards

 Review and Determination. The City shall review the submitted documentation to assess the potential noise impact of the proposed project and determine if modifications to site design, layout, landscape, or other development or use features are necessary to ensure compliance with the Municipal Code.

Article 6. Sign Standards

15-6-01. Intent, Purpose, and Applicability	.1
15-6-02. Limit on Sign Area	.2
15-6-03. Sign Measurement	.3
15-6-04. Permitted and Allowed Sign Types by District	4
15-6-05. Standards For Permanent Signs	6
15-6-06. Standards For Temporary Signs1	14
15-6-07. General Sign Standards	19
15-6-08. Prohibited Signs and Content	
15-6-09. Safety, Maintenance, and Abandonment	
15-6-10. Master Sign Program	22

15-6-01. Intent, Purpose, and Applicability

- A. **Purpose and Intent.** The purpose of this Article is to preserve and protect the public health, safety, and welfare by regulating signs of all types. It is intended to:
 - 1. Enhance the physical appearance of the City,
 - 2. Make Franklin a more enjoyable and pleasing community and create an attractive economic and business climate,
 - 3. Reduce sign distractions which may increase traffic accidents,
 - 4. Eliminate hazards caused by unsafe signs,
 - 5. Relieve pedestrian and traffic congestion, and
 - 6. Avoid the canceling out effect of adjacent signs.
- B. Applicability. Except as otherwise regulated herein, the regulations of this Article shall govern all outdoor signs, advertising structures or devices with respect to location, safety, size, construction, erection, attachment, support, anchorage and maintenance.

15-6-02. Limit on Sign Area

- A. Permanent Sign Area Limit. Each lot shall be allowed aggregate permanent sign area equal to two (2) square feet of sign area per linear foot of lot frontage.
- B. **Temporary Sign Area Limit**. Each lot shall be allowed aggregate temporary sign area equal to one (1) square foot of sign area per linear foot of lot frontage.
- C. Premises Having Frontage on More Than One Dedicated Street. Premises having frontage on more than one (1) dedicated street will be allowed an additional one (1) square foot of aggregate sign area for each lineal foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.
- D. Irregularly Shaped Lots. Irregularly shaped lots with minimal lot frontage, relative to more typically shaped lots in the district, may petition for additional aggregate sign area through the <u>Master Sign Program Comprehensive Sign Plan</u> process as detailed in Section 15-6-10.

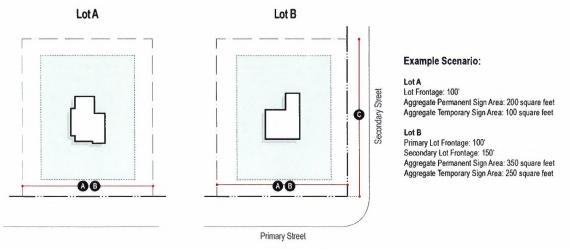


Figure 1 Limit on Sign Area

15-6-03. Sign Measurement

- A. **Sign Height**. Sign height shall be measured by the total distance between the highest point on the sign to the average elevation of the ground upon which the sign supports are placed, except when:
 - 1. The sign supports rest upon a berm or other area elevated above the surrounding ground, or
 - 2. The sign supports rest upon a ditch or other area lower than the surrounding ground.
- B. In the cases detailed in Section 15-6-03 (A)(1) and (2) above, the elevation of the centerline of the adjacent roadway shall be considered as the ground level.

C. Sign Area.

- 1. Unless otherwise defined, sign area is determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border.
- 2. The area of a sign composed of individually-affixed letters is determined by the total area of the smallest geometric shape enclosing the copy.
- 3. A maximum of two (2) geometric shapes may be utilized in sign area calculation.
- 4. The calculation for a double-faced sign shall be the area of one (1) face only.

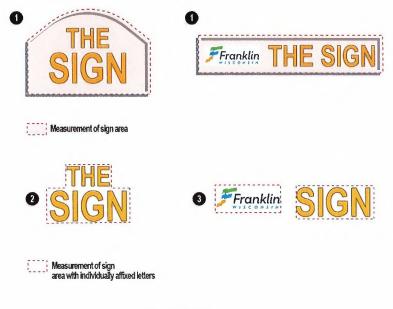


Figure 2 Sign Area

15-6-04. Permitted and Allowed Sign Types by District

- A. The following key is to be used in the interpretation of Table 15-6-04(B) Permitted and Allowed Sign Types by Residential District and Table 15-6-04(C) Permitted and Allowed Sign Types by Nonresidential and Mixed-Use Districts.
 - 1. Sign Types Requiring a Permit. Sign types marked as "•" in the tables shall be permitted subject to all applicable regulations of this Ordinance and only after the issuance of a Sign Permit as detailed in Section 15-9-03(D).
 - 2. Sign Types not Requiring a Permit. Sign types marked as "o" in the tables shall be allowed subject to all applicable regulations of this UDO without the issuance of a Sign Permit.
 - 3. Prohibited Sign Types. A blank space in the table indicates that a sign type is prohibited in the respective district.
 - 4. Interpretation of Similar Sign Type. If a proposed sign is not listed in the table, the Zoning Administrator shall determine if the sign is substantially similar to a sign listed in the table. If it is, the standards applied to the proposed sign shall be the standards applicable to the similar sign. If not, the sign shall be regarded as prohibited.

B. Permitted and Allowed Sign Types by Residential District.

			District		
Sign Type	R-C	R-SE	R-SR	R-M	R-V
Permanent Signs	a har				
Wall Sign					
Single-Tenant Monument Sign	•(1)	•(1)	•(1)	•(1)(2)	
Multi-Tenant Monument Sign					
Awning/Canopy Sign					
Projecting Sign					
Window Sign, Permanent					
On-Site Traffic Directional Sign				0(2)	
Temporary Signs	and see the			46	1268
Wall Mounted Banner Sign					
Ground Mounted Banner Sign					
Window Sign, Temporary					
A-Frame/Sandwich Board Sign					
Post Sign	0	0	0	0	0
Yard Sign	0	0	0	0	0
Notes:				and and another	
(1) Sign shall be permitted at entry	ways or gate	ways to subdivisi	ons or neighborh	oods only.	
(2) Sign shall be permitted for mult	tifamily develo	opments only.			

C. Permitted and Allowed Sign Types by Nonresidential and Mixed-Use District.

Sign Type	District												
	B-N	B-G	B-R	B-MU	B-SM	B-P	Ц	А	A-P	1	Р	L	FW
Permanent Signs													
Wall Sign	•	•	•	•	•	•	•	•	•	•	•		•
Single-Tenant Monument Sign	•	•	•	•		٠	•	•	•	•	•	•	•
Multi-Tenant Monument Sign	•	•	•	•		•	•			•	•	•	•
Awning/Canopy Sign	•	•	•	•	•	•	•	•	•	•	•		•
Projecting Sign	•	•	•	•	•								
Window Sign, Permanent	•	•	•	•	•								•
On-Site Traffic Directional Sign	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary Signs									V-anni				
Wall Mounted Banner Sign	•	•	•	•	•	•	•	•	•	•	•	•	•
Ground Mounted Banner Sign	•	•	•	•	•	•	•	•	•	•	•	•	•
Window Sign, Temporary	•	•	•	•	•	•	•			•	•	•	•
A-Frame/Sandwich Board Sign	0	0	0	0	0	0	0			0	0		•
Post Sign								0	0	0	0		
Yard Sign								0	0	0	0		

15-6-05. Standards For Permanent Signs

- A. Wall Signs.
 - 1. **Sign Area**. The maximum sign area of wall signs shall be ten (10) percent of the total area of the face of the wall to which the sign is to be affixed.
 - 2. **Sign Height**. No wall sign shall protrude above the sill of a second-story window or windows of the building or structure to which such sign is to be attached.
 - 3. Projection.
 - a. No part of any wall sign, except lighting reflectors, shall extend more than twelve (12) inches from the face of the wall to which such sign is attached.
 - b. No wall sign shall be erected or maintained to extend beyond the end of the wall facing a street to which such sign is attached.

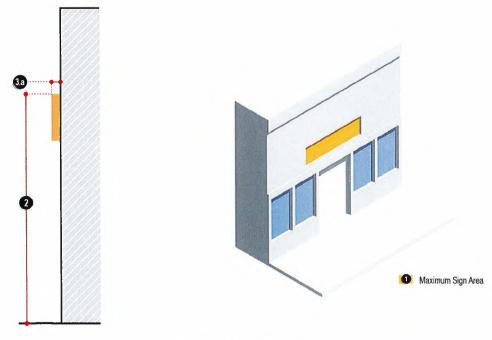


Figure 3 Wall Sign Projection

4. Number of Signs.

- a. Primary Wall Signs.
 - I. Single tenant buildings shall be permitted a total of three (3) primary wall signs; however only one (1) wall sign shall be displayed on any single building façade.
 - II. Multi-tenant buildings shall be permitted one (1) primary wall sign per unit.
- b. Secondary Wall Signs. A maximum of two (2) secondary wall signs may be authorized for buildings with lineal frontage in excess of seventy-five (75) feet by the Zoning Administrator provided such additional signage is:
 - I. In keeping with the overall design and architecture of the building,
 - II. A minimum of twenty (20) feet from the primary wall sign and other se4bcondary wall signs,
 - III. A maximum of fifty (50) percent of the size of the primary wall sign,
 - IV. Less visually prominent on the site than the building's primary wall sign, and
 - V. The total area of all primary and secondary wall signs does not exceed the maximum wall sign area as established in Section 16-6-05(A)(1).

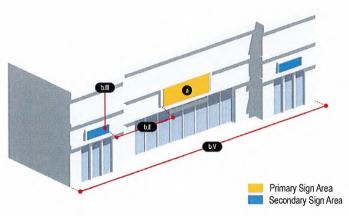


Figure 4 Number of Signs

5. Sign Copy.

- a. If the sign copy is individually affixed letters, the Zoning Administrator may approve an increase in sign area up to an additional five (5) percent of the total area of the face of the wall to which the sign is to be affixed.
- b. Box/cabinet wall signs shall be prohibited.

6. Other Provisions.

- a. No wall sign shall cover any architectural features (architectural features shall include but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.
- b. No wall sign shall be affixed to HVAC screening, elevator overrun, or other structures protruding from the roof of the principal building, excluding architectural features that are an integral part of the principal building.

B. Single-Tenant Monument Signs.

- 1. Sign Area. The maximum sign area of a single-tenant monument sign shall be one-hundred-twenty (120) square feet.
- 2. Sign Height. The maximum sign height of a single-tenant monument sign shall be fourteen (14) feet.
- 3. **Number of Signs**. A maximum of one (1) single-tenant monument sign shall be permitted per lot frontage except with approval from the Plan Commission.

4. Location.

- a. A single-tenant monument signs shall not be closer than five-hundred (500) feet to another single-tenant or multitenant monument sign, except where necessary to ensure that each business may have one (1) monument sign.
- b. No part of any single-tenant monument sign may be closer than fourteen (14) feet to a lot line.

5. Sign Base.

- a. The base of a single-tenant monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face.
- b. The base of single-tenant monument signs shall be constructed from masonry, stone, or similar high-quality materials in keeping with the materials and design of the principal building of the lot.

6. Landscape Requirement.

- a. All single-tenant monument signs shall be required to plant and maintain a landscape area at the base of the sign.
- b. The minimum area of the landscape area shall be equal to half of the square footage of the sign area of the associated sign.
- c. Landscape areas shall be planted with one (1) shrub or native grass per every three (3) square feet of required landscape area.

7. Other Provisions.

- a. The address of the building(s) to which the single-tenant monument sign is associated shall be displayed on the single-tenant monument sign but shall not count towards maximum sign area.
- The color scheme of a single-tenant monument sign must be consistent with the color scheme of the principal building unless an alternate color scheme is required by an approved <u>master sign program comprehensive sign</u> plan.
- c. All signs shall be designed to comply with the applicable provisions of the Wisconsin Commercial Building Code.

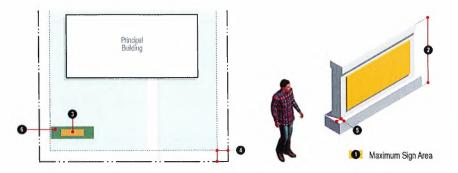


Figure 5 Single-Tenant Monument Signs

C. Multi-Tenant Monument Signs.

- 1. Sign Area. The maximum sign area of a multi-tenant monument sign shall be one-hundred-twenty (120) square feet.
- 2. Sign Height. The maximum sign height of a multi-tenant monument sign shall be sixteen (16) feet.
- 3. **Number of Signs**. Number of Signs. A maximum of one (1) single-tenant monument sign shall be permitted per lot frontage except with approval from the Plan Commission.

4. Location.

- a. A multi-tenant monument sign shall not be closer than five hundred (500) feet to another single-tenant or multitenant monument sign, where necessary to ensure that each business may have one (1) monument sign.
- b. No part of any multi-tenant monument sign may be closer than sixteen (16) feet to a lot line.

5. Sign Base.

- a. The base of a multi-tenant monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face.
- b. The base of multi-tenant monument signs shall be constructed from masonry, stone, or similar high-quality materials in keeping with the materials and design of the principal building of the lot.

6. Landscape Requirement.

- a. All multi-tenant monument signs shall be required to plant and maintain a landscape area at the base of the sign.
- b. The minimum area of the landscape area shall be equal to half of the square footage of the sign area of the associated sign.
- c. Landscape areas shall be planted with one (1) shrub or native grass per every three (3) square feet of required landscape area.

7. Other Provisions.

- a. The address of the building(s) to which the multi-tenant monument sign is associated shall be displayed on the multi-tenant monument sign but shall not count towards maximum sign area.
- The color scheme of a multi-tenant monument sign must be consistent with the color scheme of the principal building unless an alternate color scheme is required by an approved <u>master sign program comprehensive sign</u> plan.

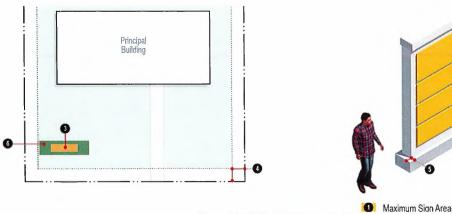


Figure 6 Multi-Tenant Monument Signs

D. Awning/Canopy Signs.

- 1. Sign Area.
 - a. The maximum sign area of awning/canopy signs shall be forty (40) percent of the face of the awning/canopy upon which the sign shall be printed or affixed.
 - b. The area of the awning/canopy sign shall count towards the maximum amount of sign area permitted for wall signs as detailed in Section 16-6-05(A)(1).
- 2. **Other Provisions**. Awning/canopy signs shall only be permitted on awnings/canopies extending above ground floor entrances or windows.

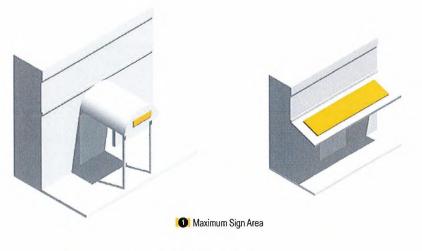


Figure 7 Awning/Canopy Signs

E. Projecting Signs.

- 1. Sign Area. The maximum permitted sign area of projecting signs shall be four (4) square feet.
- 2. Sign Height.
 - Projecting signs shall not extend above the roofline of the building to which it is attached, or a maximum of twelve (12) feet, whichever is less.
 - b. Projecting signs shall maintain a minimum vertical clearance of ten (10) feet.

3. Number of Signs.

- a. A maximum of one (1) projecting sign shall be permitted per ground floor tenant space.
- b. A projecting sign shall not be displayed on the same building frontage as an awning/canopy sign.

4. Projection.

- a. Projecting signs shall horizontally project a maximum of four (4) feet from the building to which it is attached.
- b. Projecting signs erected over marquees shall be set back not less than two (2) feet from the outer edge of such marquee.
- c. No projecting sign shall at the lowest point be less than ten (10) feet above the established grade immediately below

5. Other Provisions.

- a. Projecting signs shall not be internally illuminated.
- b. Projecting signs may encroach upon, extend, or project over a public right-of-way or easement. The property owner may be required to provide a release or hold harmless to the City prior to issuing permits for any such signs.

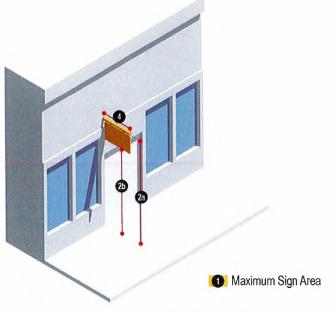


Figure 8 Projecting Signs

F. Window Signs, Permanent.

- 1. Sign Area.
 - a. The maximum permitted aggregate sign area of a permanent window sign shall be twenty-five (25) percent of the square footage of the individual window on which the sign shall be located.
 - b. The aggregate area of the permanent window sign(s) shall count towards the maximum amount of sign area permitted for wall signs as detailed in Section 16-6-05(A)(1).

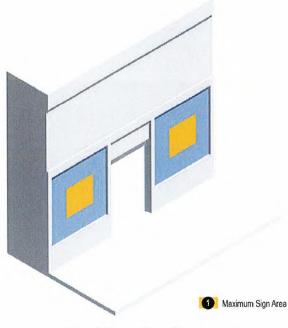


Figure 9 Window Signs, Permanent

G. On-Site Traffic Directional Signs.

- 1. Sign Area.
 - a. The maximum sign area of an on-site traffic directional sign shall be four (4) square feet.
 - b. Permitted on-site traffic directional sign area shall not count towards the maximum allowed aggregate sign area as detailed in Section 15-6-02.
- 2. Sign Height. The maximum height of an on-site traffic directional sign shall be four (4) feet.
- 3. **Number of Signs**. The permitted number of on-site traffic directional signs shall be determined by the Zoning Administrator or their designee as necessary to assist in the safe movement of vehicular, bicycle, and pedestrian traffic on a property and between properties with vehicular cross access.

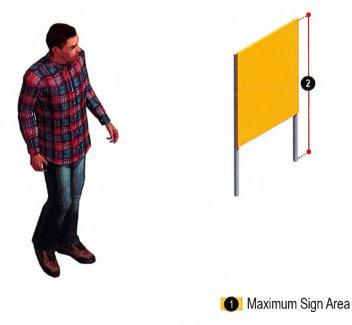


Figure 10 On-Site Traffic Directional Signs

15-6-06. Standards For Temporary Signs

- A. General Standards Temporary Signs.
 - 1. Temporary Signs Requiring a Permit.
 - a. **Single-Tenant Building**. A maximum of two (2) permitted temporary signs, as permitted per district in Table 15-6-04(B) and (C), may be displayed concurrently on a lot with a single-tenant building.
 - b. Multi-Tenant Building.
 - I. A maximum of one (1) permitted temporary sign, as permitted per district in Table 15-6-04 (B) and (C), may be displayed per unit on a lot with a multi-tenant building concurrently.
 - II. In no instance shall more than two (2) freestanding temporary signs be displayed concurrently.

2. Display Period.

- a. The permitted display period of a permitted temporary shall be a maximum of thirty (30) days.
- b. A total of three (3) nonconcurrent display periods shall be permitted per single-tenant building or unit of a multitenant building per calendar year.
- c. Display periods shall be separated by a minimum of thirty (30) days.
- 3. **Temporary Freestanding Signs**. Temporary freestanding signs shall include ground mounted banner, feather, post, and yard signs.
 - a. Temporary freestanding signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Temporary freestanding signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

B. Wall Mounted Banner Sign.

- 1. **Sign Area**. The maximum area of a wall mounted banner sign shall be five (5) percent of the total area of the face of the wall to which the sign is to be affixed.
- 2. **Sign Height**. No wall mounted banner sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.
- 3. Location. Wall mounted banner signs shall be affixed to a building only.
- 4. Projection. Wall mounted banner signs shall be affixed flat against the building to which they are mounted.



Figure 11 Wall Mounted Banner

C. Ground Mounted Banner Sign.

- 1. Sign Area. The maximum sign area of a ground mounted banner sign shall be twenty (20) square feet.
- 2. Sign Height. The maximum sign height of a ground mounted banner sign shall be five (5) feet.

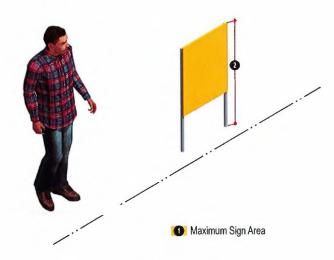
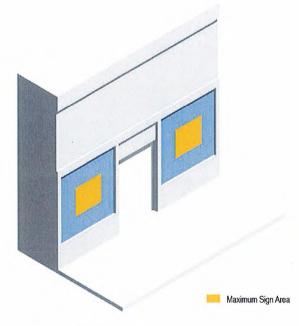


Figure 12 Grounded Mounted Banner Sign

D. Window Signs, Temporary.

1. **Sign Area**. The aggregate maximum sign area of a temporary window sign shall be twenty-five (25) percent of the individual window on the sign shall be affixed.





E. A-Frame/Sandwich Board Signs.

- 1. Sign Area. The maximum sign area of an a-frame/sandwich board sign shall be six (6) square feet for each side, and a maximum of two (2) sides.
- 2. Sign Height. The maximum sign height of an a-frame/sandwich board sign shall be four (4) feet.
- 3. Number of Signs. One (1) a-frame/sandwich board sign shall be permitted per single-tenant building or unit of a multitenant building.
- 4. Sign Separation. Each a-frame/sandwich board sign shall be separated from another a-frame/sandwich board sign by at least twenty-five (25) feet.
- 5. Location.
 - a. A-frame/sandwich board signs shall be placed in a manner to preserve a continuous sidewalk width of a minimum of five (5) feet.
 - b. No part of any a-frame/sandwich board sign shall block points of ingress or egress.
 - c. A-frame/sandwich board signs shall be placed no more than one (1) foot from the wall of the building or unit of a building to which the sign is associated.
 - d. A-frame/sandwich board signs shall be placed no less than three (3) feet and no more than six (6) feet from the building entrance of the building or unit of a building to which the sign is associated.
- 6. **Other Provisions**. The display of a-frame/sandwich board signs shall only be permitted during the operating hours of the use to which the sign is associated.

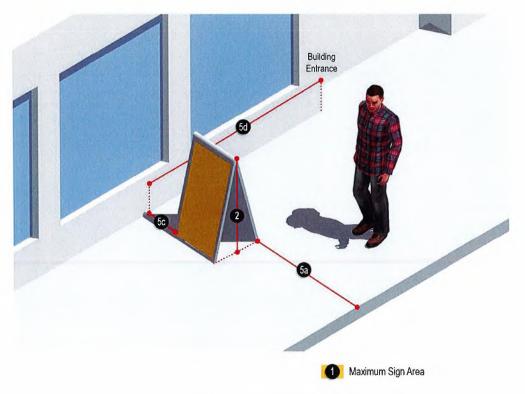
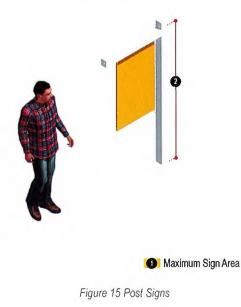


Figure 14 A-Frame Sandwich Board Signs

F. Post Signs.

- 1. Sign Area. The maximum sign area of a post sign shall be six (6) square feet.
- 2. Sign Height. The maximum sign height of a post sign shall be six (6) feet.
- 3. Number of Signs. A maximum of one (1) post sign shall be allowed per lot frontage.



- G. Yard Signs.
 - 1. Sign Area. The maximum sign area of a yard sign shall be four (4) square feet.
 - 2. Sign Height. The maximum sign height of a yard sign shall be three (3) feet.
 - Number of Signs. A maximum of two (2) yard signs may be displayed concurrently with the exception of thirty (30) days before and fifteen (15) days after a local, state, or federal election in which case a maximum of six (6) yard signs may be displayed.
 - 4. **Other Provisions**. Yard signs in residential districts displayed for a period of forty-eight (48) hours or less shall be exempt from the requirements of this Section.



15-6-07. General Sign Standards

- A. Location of Freestanding Signs. Free standing signs shall include single-tenant monument signs, multi-tenant monument signs, on-site traffic directional signs, ground mounted banner signs, feather signs, post signs, and yard signs.
 - 1. Be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements;
 - 2. Not block points of ingress or egress;
 - 3. Not be placed in any sidewalk or pedestrian circulation system, and
 - 4. Not be located in a clear sight triangle as detailed in Section 15-5-12.

B. Illumination.

- Location and Design of Light Source. Whenever an external artificial light source is used for a sign, such source shall be located, shielded, and directed so as not to be directly visible from any public right-of-way or residential property. No receptacle or device housing a permitted light source for a sign shall protrude more than twelve (12) inches from the face of the sign or building to which it is attached except if such light source is ground mounted, locked in place, and cannot be redirected.
- Level of Illumination. In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed the outdoor lighting standards established in Section 15-5-11. All artificial illumination shall be so designed, located, shielded, and directed as to prevent the casting of glare or direct light upon adjacent property or streets.

C. Wind Pressure, Allowable Stresses and Materials.

- 1. All signs shall be constructed, erected, and maintained to safely withstand a wind pressure of at least thirty (30) pounds per square foot.
- 2. The allowable stresses in chains, wire ropes, and steel guy rods and their fastenings shall not exceed one-quarter (1/4) of their ultimate strength.
- 3. All ferrous chains, wire ropes, guy rods and their fastenings and anchor bolts shall be galvanized or be of other approved equivalent protection. All other ferrous parts of signs subject to corrosion shall be protected and maintained free from corrosion by approved corrosion-resistant coating.
- D. Identification. All signs hereafter erected shall bear the manufacturer's name, and the name trademark or other approval mark or symbol of the person erecting such sign.
- E. Combustible Materials. All signs shall be constructed of noncombustible materials, provided however, that the letters, decorations, and facings may be made of combustible plastics approved by the Zoning Administrator and Director of Inspection Services.
- F. Electronic Message Boards. Single-tenant and multi-tenant monument signs may incorporate electronic message boards in accordance with the following:
 - 1. One-third (1/3) of the sign area must be permanent copy.
 - 2. The area of the sign devoted to an electronic message board shall be part of, not in addition to, the maximum sign area allowed.

- 3. The electronic message format shall conform to the following requirements:
 - a. The message will contain a static message or image only and not have movement, or the appearance of movement, during the static display period.
 - b. The transition to change from one message or image to another shall be instant and not dissolve, fade, scroll, travel, or have similar transitions.
 - c. The message shall not change more frequently than once every ten (10) seconds.
- 4. Electronic message boards must be equipped with a default mechanism that will stop the messaging or freeze the image in one position when a malfunction in electronic programming occurs.
- 5. Electronic message boards shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to light conditions.
- 6. Illumination of electronic message signs shall not exceed 0.3 foot-candles over the ambient lighting conditions when measured at a distance equal to the square footage of the sign area.
- 7. Applications shall be reviewed by the Zoning Administrator to determine that the sign placement does not interfere with traffic control devices within three hundred (300) feet of the sign or traffic circulation upon roadways. If deemed necessary by the Zoning Administrator a report from a traffic engineer certifying that the proposed sign does not interfere with the design characteristics of the traffic circulation and traffic control devices may be required.

15-6-08. Prohibited Signs and Content

- A. The following signs are specifically prohibited:
 - 1. Billboards;
 - 2. Off-premises signs;
 - 3. Pole/pylon signs;
 - 4. Flashing signs;
 - 5. Roof signs;
 - 6. Marquee signs;
 - 7. Feather signs;
 - 8. Signs attached to a utility pole, a tree, a fence, a standpipe, gutter, drain or fire escape;
 - 9. Signs erected so as to impair access to a roof;
 - 10. Signs located, erected or maintained upon, over or project into any public right-of-way or easement unless otherwise allowing by this Article;
 - 11. Pennants, streamers, and portable signs not specifically permitted or allowed by this Article;
 - 12. Signs, not specifically permitted or allowed by this Article, which move or have moving parts, which movement is caused either by the wind or mechanically;
 - 13. Signs in conflict with traffic signals, vehicular or pedestrian travel, access to fire hydrants and fire lanes and exits, and other signs which reasonably impede or impair the public health, safety and welfare;
 - 14. Signs on vehicles, boats, or trailers parked so as to be visible from a public right-of-way;

- 15. Attention getting devices;
- 16. Signs hung across any street or alley;
- 17. Signs employing exposed neon lights not completely covered by other acceptable sign materials;
- 18. Signs painted on or otherwise affixed to fences;

B. Prohibited Content.

- 1. The following content is prohibited without reference to the viewpoint of the individual speaker:
 - a. Text or graphics of an indecent or immoral nature and harmful to minors,
 - b. Text or graphics that advertise unlawful activity,
 - c. Text or graphics that are obscene, fighting words, defamation, incitement to imminent lawless action, or true threats, or
 - d. Text or graphics that present a clear and present danger due to their potential confusion with traffic control signs or signs that provide public safety information (for example, signs that use the words "Stop," "Yield," "Caution," or "Danger," or comparable words, phrases, symbols, or characters in such a manner as to imply a safety hazard that does not exist).
- 2. The narrow classifications of content that are prohibited by this subsection are either not protected by the United States or Wisconsin Constitutions or are offered limited protection that is outweighed by the substantial governmental interests in protecting the public safety and welfare. It is the intent of the Common Council that each paragraph of this Subsection be individually severable in the event that a court of competent jurisdiction were to hold one or more of them to be inconsistent with the United States or Wisconsin Constitutions.

15-6-09. Safety, Maintenance, and Abandonment

- A. Every sign and all parts thereof, including base, copy, framework, supports, anchors, and wiring systems shall:
 - 1. Be constructed and maintained in compliance with the applicable codes of the City.
 - 2. Be kept in proper repair.
 - 3. When not galvanized or constructed of approved corrosion resistive, noncombustible materials, be painted, when necessary, to prevent corrosion, rust, peeling paint, and excessive fading.
- B. Failure of owners to keep signs maintained in good mechanical and visual repair shall be deemed a violation of this Ordinance and shall be subject to a penalty.
- C. It shall be the duty and responsibility of the owner of every sign to maintain the immediate premises occupied by the sign in a clean condition, free of rubbish. Any landscaping surrounding the sign shall be kept trimmed and in good repair. If the landscaping installed at the time of sign approval dies, said landscaping shall be replaced immediately or as soon as weather permits.
- D. Every existing sign shall be subject to an inspection whenever the Zoning Administrator deems it necessary. In the event an inspection demonstrates that repairs, and/or maintenance is necessary, the sign owner shall be notified and required to complete said repairs and/or maintenance within thirty (30) days of notification. The Zoning Administrator is authorized to grant one (1) thirty (30) day extension, if, upon written request, it is deemed necessary due to extenuating circumstances.
- E. If the Zoning Administrator shall find that any sign is unsafe or unsecure, or is a threat to the public safety, or was, after the adoption of this UDO constructed, erected, or maintained in violation of the provisions of this UDO, they shall give written notice to the sign owner. Such notice shall specify the manner in which the sign is unsafe or in violation of this UDO.

F. Sign copy shall be removed and in the case of a wall sign, the building façade shall be repaired, by the sign owner when the use which the sign is associated is no longer conducted on the premises. The sign copy shall be removed within thirty (30) days of when the use ceases to operate. If the owner fails to remove the sign copy, the Zoning Administrator or their designee shall give the owner thirty (30) days written notice to remove it. Failure to comply with the notice shall be deemed a violation of this UDO.

15-6-10. Master Sign Program Comprehensive Sign Plan

- A. Intent. The intent of the <u>master sign program comprehensive sign plan</u> is to provide an alternative procedure under which signs can be designed, constructed, and erected with innovation, imagination, and creative architecture. The objective of the <u>master sign program comprehensive sign plan</u> is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable sign regulations.
- B. Applicability. Any building or development may elect to submit a <u>master sign program comprehensive sign plan</u>. After the approval of a <u>master sign program comprehensive sign plan</u>, no permanent sign shall be erected, placed, or maintained except in conformance with the <u>Master Sign Program Comprehensive Sign Plan</u>.
- C. **Conditions**. The Zoning Administrator may attach conditions, requirements, or standards necessary to assure that the signs covered by the <u>Master Sign Program Comprehensive Sign Plan</u> will not be materially detrimental to persons or property in the vicinity. In making its determination, the Zoning Administrator shall not base any condition on the content of a sign.

D. Evaluation Criteria.

- 1. **Placement**. All signs shall be placed where they are visible and legible. Factors to be considered include the location of a sign relative to traffic movement and access points, site features, other structures, and orientation relative to viewing distances and viewing angles. Wall Signs may be approved on building walls other than the wall of a unit of a multi-tenant building in which some units have little or no visibility from the street.
- 2. Quantity. The number of signs that may be approved within any development shall be sufficient to provide necessary facilitation of internal circulation of vehicular and pedestrian traffic and wayfinding for safety of the occupants of vehicles and pedestrians. Factors to be considered shall be those that impact safety considerations such as the size of the development and the number of development sub-areas.
- 3. Area and Height. All signs shall comply with the sign area and height requirements established for the sign type as established in Section 15-6-05 and Section 15-6-06.
- E. Application. A <u>master sign program comprehensive sign plan</u> shall be submitted on a form established by the Zoning Administrator. The application shall contain the following information as well as all other information required by the Zoning Administrator to ensure compliance with the <u>master sign program comprehensive sign plan</u> evaluation criteria.
 - 1. Name, address, and telephone number of the applicant.
 - 2. Location of building, structure, or lot to which or upon which the <u>master sign program</u> comprehensive sign plan shall apply.
 - 3. Name of person, firm, corporation, or association developing the master sign program comprehensive sign plan.
 - 4. Written consent of the owner or lessee of the building, structure, or land to which the proposed <u>master sign program</u> comprehensive sign plan is applicable.
 - 5. Scale drawing of all signs included in the <u>master sign program comprehensive sign plan</u> indicating the dimensions, the materials to be used, the type of illumination, if any, and the method of construction and attachment. Said drawings shall be drawn at a scale no smaller than one-eight (1/8) inch equals one (1) foot and shall be prepared, signed, and sealed by a registered professional engineer when required by the Zoning Administrator.

- 6. A scaled drawing indicating the location and position of all signs included in the <u>master sign program</u> comprehensive sign plan in relation to nearby buildings or structures. Said drawing shall be at a scale no smaller than one (1) inch equals fifty (50) feet.
- F. Review and Action. The Plan Commission shall review the <u>master sign program comprehensive sign plan</u> application and approve, approve with conditions, or deny the application based on the evaluation criteria. A written decision including the findings on the evaluation criteria shall be rendered to the applicant.
- G. Appeals. Any applicant who receives a notice of denial from the Plan Commission may, within thirty (30) days after receipt of such decision, appeal such decision to the Board of Zoning and Building Appeals by filing a written notice of appeal with the Zoning Administrator with an explanation as to why said decision was not warranted according to the applicant.

Article 7. Natural Resource Protection Standards

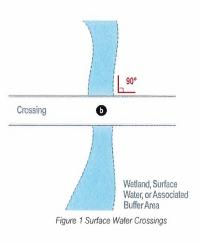
15-7-01. Natural Resource Protection Standards Established	1
15-7-02. Natural Resource Features Determination	4
15-7-03. Natural Resources Protection and Compensation Plans 1	0
15-7-04. Standards for Natural Resource Compensation1	3
15-7-05. Surface Water and Wetland Buffers	5

15-7-01. Natural Resource Protection Standards Established

- A. Establishment. The Natural Resource Protection Standards set forth in this Article, and requirements for preparation and approval of a Natural Resource Protection Plan, are established herein. Guidance documents including but not limited to application forms and checklists are incorporated into this Article 7 by reference.
- B. Purpose and Intent.
 - Protection of Natural Resource Features. It is the purpose of this Article to ensure the protection and enhancement
 of specific Natural Resource Features, as defined in this Ordinance, within the City of Franklin as the City develops.
 This Article further recognizes that landforms, parcel size and shape, and natural resource features vary from site to
 site and that development regulations must take into account these variations.
 - Natural Resource Protection Plan. It is the further purpose of this Article to set forth requirements and standards for preparation of a Natural Resource Protection Plan by any applicant for development on a parcel within the City of Franklin containing Natural Resource Features, as defined herein.
 - 3. Surface Water Protection Standards. It is the further purpose of this Article to provide for the protection and improvement of surface waters and wetlands in the City of Franklin. It is the intent of this Article to lead to the protection, establishment and maintenance of natural areas, topography and vegetation along the City's surface waters in order to reduce hazards from flooding, prevent erosion, and maintain the natural functions of surface waters and wetlands. It is the further intent of these standards to limit the extent of land disturbance and creation of new impervious surfaces within or adjacent to surface waters and wetlands, and to minimize, as feasible, the impact of existing culverts, driveways and roads, drainage features, and impervious surfaces thereon.
 - 4. Compensation for Impacts. The City of Franklin recognizes that, under certain circumstances, the orderly development of the City and the provision of essential services may necessitate limited impacts on protected Natural Resource Features as defined in this Ordinance. The intent of this Article is not to provide for or allow compensation under all circumstances, but rather to set specific standards to be applied only under certain circumstances when the extent of or the nature of the Natural Resource Features on a site, when balanced against the benefit of the proposed development to the community, considering practicable alternatives available for the development, render strict application of these standards impractical or counter-productive, to allow for a compensation approach, so that the functions and values of Natural Resource Features in the City will be preserved or enhanced.
- C. Applicability. Except as specifically provided in this Subsection, all development in the City of Franklin occurring on a parcel or parcels where Natural Resource Features are present shall comply with the standards set forth in this Article.

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

- Disturbance of Protected Areas Prohibited. Except where provided in this Article, any area containing Natural Resource Features required to be protected under this Article (hereinafter a "Protected Area") shall remain undisturbed and in a natural state except where impact, modification, or compensation is specifically allowed or approved.
- 2. Tree and vegetation cutting, clearing, and removal.
 - a. The clearing, cutting, or removal of trees or vegetation within a Protected Area as defined in this Article is subject to these natural resource protection standards and to Chapter 240 of the City of Franklin Municipal Code. Application for cutting, clearing, or removal of vegetation and trees in an area of protected features shall require authorization under the procedures in Article 9 to ensure that required protection levels are met.
 - b. Removal of dead, diseased, or invasive species from a woodland or forest. Notwithstanding any provision of this Article, the clearing and removal of dead or diseased trees, and the removal of invasive species listed as "prohibited," "prohibited/restricted," or "restricted" by the Wisconsin Department of Natural Resources, pursuant to NR 40, shall be permitted within any woodland or forest area upon issuance of a Zoning Permit from the City of Franklin.
 - i. The City Forester may be consulted in the issuance of any such permits.
 - ii. The City Forester may condition or limit the removal of dead or diseased trees and the removal of invasive species in accordance with best practices for forest and invasive species management.
- 3. Construction of Public Streets, Sidewalks, and Trails. Impacts to Protected Areas from the construction of public streets, sidewalks, or trails shall be permitted subject to the following limitations and conditions:
 - a. The City Forester has inspected the plan and the site, including review of trees or wooded areas to be cut or disturbed, and has made a positive recommendation as to the plan's compatibility with the continued health of forest resources and trees within the City of Franklin.
 - b. Crossings of wetlands, surface waters, or associated buffer areas are designed to minimize the distance and extent of disturbance, with crossings designed as close to a ninetydegree (90°) angle as is practicable for the particular site and segment.
 - c. The City Engineer has inspected the plan and has made a positive recommendation as to the plan's compatibility with City engineering standards for surface water crossings.
 - d. Prior to commencement of construction, all other required governmental permits and approvals related to surface waters and wetlands have been issued, including but not limited to those required by the Wisconsin Department of Natural Resources and United States Army Corps of Engineers.
 - Any areas of construction-related disturbance within a Protected Area shall be restored to a perennially vegetated condition immediately following construction.



City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

- Single- and two-family residential development on existing lots exempted. Unless governed by a conservation 4. easement or other deed restriction, the provisions of this Article, including but not limited to the standards of subsection 15-07-01(C)(2) above, shall not apply to the construction of single-family and two-family residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing as of August 1, 1998, or for which a Natural Resource Protection Plan was filed on or before August 1, 1998.
- Applicability to Floodplain/Floodway Lands. Floodplains and floodways as defined and regulated in the Floodplain 5. Ordinance for the City of Franklin, Wisconsin shall not constitute a separate category of Natural Resource Features for purposes of determining required compensation under this Article.
- 6. Essential Services and Associated Easements Exempted. The standards in this Article shall not be applicable to essential services and easements associated therewith, as defined in Article 12 of this Ordinance. However, any areas of construction-related disturbance within a Protected Area shall be restored to the restoration standards of Section 15-7-03 of this Article immediately following the construction of the essential service(s).
- 7. Exceptions for Accessory Uses and Site Modifications.
 - a. The modification of approved buildings, sites, or structures, and the addition of new accessory structures, shall not require review for Natural Resource Protection impacts provided all of the following conditions are met:
 - The total impervious surface area on the parcel is not increased by more than 50% or 2,500 square feet, whichever is smaller
 - ii. Any new or modified impervious surface area is located at least one hundred feet (100') at its closest point from the boundary of any Protected Area as defined in the applicable Natural Resource Protection Plan.
 - Notwithstanding the provisions of (a), where the Plan Commission or City Engineer (as applicable) determines b. that the modification or addition is likely to result in impacts to the Protected Area or will be inconsistent with the conditions of the Natural Resource Protection Plan, a new or modified Natural Resource Protection Plan may be required to be prepared. Any such determination may be appealed under the provisions of Section 15-9-14 of this Ordinance

Enhancement and restoration of protected natural resources features in parks or public property.

- The enhancement or restoration of natural resource features such as wetlands, woodland, or other features that а. support the ecology of a site or provide environmental services is subject to these natural resource protection standards and the City of Franklin Municipal Code. Applications to enhance or restore protected features in parks or upon public property shall require authorization under the procedures in Article 9 to ensure that required protection levels are met.
- Notwithstanding any provision of this Article, applications to enhance or restore protected features in parks or upon public property shall be permitted upon issuance of a Zoning Permit from the City of Franklin.
 - The City Forester may be consulted in the issuance of any such permits.
- b.c. The City Forester or Zoning Administrator may condition or limit the scope of work in accordance with best practices for natural resource management and compliance with City of Franklin Compensation Standards.
- Enforcement. Any person or entity violating any provision of this Article 7 and any property owner upon whose property D there exists or occurs a violation of this Article 7, shall be subject to the penalty and remedy provisions of Section 15-9-14 of this Ordinance. In addition, the provisions of this Article 7 may be enforced by the City by way of all other legal and equitable remedies and the undertaking by the City to cure any violations or complete any plans, work or measures in furtherance thereof, with the costs of such undertaking to be assessed against the property owner and entered upon the tax

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

Commented [ME1]: Enhancement and restoration

roll pursuant to the procedures for a special charge under § 66.0627, Wisconsin Statute. Any violation of this Article 7 is hereby declared to be a public nuisance.

15-7-02. Natural Resource Features Determination

- A. Protected Natural Resource Features. The following natural resources are protected under the provisions of this Article 7.
 - 1. Woodlands. Woodlands shall be as defined in Article 12 of this Ordinance and as further set forth under Section B(3)(a) below.
 - a. All trees outside a Protected Woodland of 8" or greater shall be identified specifically on the site plan and Natural Resource Protection Plan.
 - b. All trees of 20" or greater within or outside a Protected Woodland shall be identified specifically on the site plan and Natural Resource Protection Plan.
 - 2. Surface Waters. Surface waters shall be as defined in Article 12 of this Ordinance.

3. Surface Water and Wetland Buffers.

- a. Surface water and wetland buffers.
 - i. Surface water and wetland buffers, as defined in Article 12 of this Ordinance and further described in Section 15-7-05, shall be established or maintained as demarcated, vegetated, and minimally disturbed land areas on all surface waters and all federal jurisdiction, nonfederal jurisdiction, and shoreland wetlands as defined herein.
 - Notwithstanding the foregoing, surface water buffers shall not be required to be designated or protected for ii. artificial wetlands as defined under subsections (D)(1) and (D)(2) below.
 - Surface water and wetland buffers shall be established or maintained within the area extending horizontally iii. from the brdinary high water mark of lakes, and ponds, and from the centerline of streams, or from the boundary of wetlands as delineated under subsection (5) below at the following minimum widths:

Table 15-7-02(A): Required Surface Water and Wetland Buffer Width				
Zoning District	Minimum Buffer Width			
Residential Districts: RC-1, R-1, R-2	50 feet			
Residential Districts: R-MF, V-R	30 feet			
Non-Residential Districts	30 feet			

iv. Notwithstanding (i) above, sites in the R-MF, V-R, and Non-Residential Districts on which development has been authorized prior to the Effective Date of this Ordinance, where the Plan Commission determines that full compliance with the standards in Table 15-7-02(A) is not feasible or recommended, the following minimum widths of surface water and wetland buffers shall be maintained:

Table 15-7-02(B): Required Surface Sites with Pre-Existing Developmen Residential Districts Area of parcel at time of application:	
<1 acre	10 feet
1 acre – 2 acres	20 feet
2 acres – 3 acres	25 feet
More than 3 acres	30 feet

City of Franklin

Unified Development Ordinance Update

Article 7. Natural Resource Protection Standards 4

Commented [ME2]: Revised definition to measure from OHWM for all surface waters

- b. Land Combination. In an application for land combination or certified survey map, the proposed total area of all parcels to be combined shall determine the required applicability of the standards in Table 15-7-02(B) above.
 - i. Notwithstanding subsection (a) above, surface water and wetland buffers shall not be applied to the area of land adjacent to any stream segment that is fully and permanently enclosed within a drainage structure, such as a pipe or culvert, as of the Effective Date of this Ordinance.
- Wetlands. Wetlands shall be as defined in Article 12 of this Ordinance and further set forth under Section 15-7-02(B)(3)(c).
- 5. Shoreland Wetlands. Wetlands and shoreland wetlands as defined in the new Shoreland Wetland Ordinance of the Franklin Municipal Code.
- Primary and Secondary Environmental Corridors and Isolated Natural Resource Areas Defined by SEWRPC. Those areas designated by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) as Primary Environmental Corridors, Secondary Environmental Corridors, or Isolated Natural Resource Areas, as defined in Article 12.
- B. Measurement of Natural Resource Features and Protected Area.
 - The area containing one or more Natural Resource Features shall be delineated and its total area calculated in acres and square feet to establish the area and location of the Protected Area. Any Protected Area containing two or more Natural Resource Features shall indicate which resources are present within the Protected Area. A calculation of Natural Resource Protection Land Area shall be completed as set forth in Section 15-9-04(4), Calculation of Area of Natural Resource Protection Land.
 - All land area within a proposed development, Certified Survey Map, Subdivision Plat, or Condominium consisting of the natural resource features defined in this Ordinance shall be accurately measured using the following sources, scales, and approaches.
 - 3. Measurement of Specific Natural Resource Features.
 - a. Protected Woodland.
 - i. For purposes of preparing a Natural Resource Protection Plan, a protected woodland shall be defined as an area or stand of trees with a minimum of eight or more individual trees with a DBH of at least six (6) inches, whose combined canopies cover at least fifty percent 50% of the area. A protected woodland area shall be defined using the perimeter of the canopies during full leaf-on.
 - Any area meeting this minimum standard must be identified in a Natural Resource Protection Plan.
 - iii. In addition, a buffer line must be identified at thirty feet (30') from the perimeter of any defined woodland, as shown in Figure 2. Activity within the 30' buffer or the woodland area shall be subject to the compensation requirements of this Article.



Figure 2 Identification of Protected Woodland and Buffer

iv. The determination of woodland areas and any trees of eight (8) inches DBH or greater shall be based on the sources in the order indicated below. If the first source is considered inaccurate or inappropriate, as determined by the Zoning Administrator, the succeeding source shall be used:

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

- a) For all protected woodland areas within 100 linear feet of an area to be disturbed on a site, and for all trees (other than diseased, dead, or invasive species) greater than eight inches diameter at breast height lying outside a protected woodland where disturbance is proposed, a field survey of trees compiled by a registered land surveyor based on identification by a landscape architect, forester, arborist, ecologist, or botanist.
- b) For all areas planned to be left undisturbed on a site during construction and upon completion, which are more than 100 linear feet from an area of disturbance, the boundary of the woodland or forested area.
- b) One inch equals 400 feet aerial photographs prepared by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and available from SEWRPC (most recent date only).
- b. Lakes, Ponds, and Streams. The ordinary high water mark of lakes and ponds, and the centerline of streams, shall be determined through the use of the definitions of Article 12 of this Ordinance and the sources in the order indicated below. If the first source is considered inaccurate or inappropriate, as determined by the Zoning Administrator, the succeeding source shall be used:
 - Topographic survey prepared by and certified by a Wisconsin registered land surveyor at a contour interval of not less than two feet.
 - ii. Large scale one inch equals 100 feet City of Franklin topographic maps.
 - iii. U.S.G.S. 7.5-minute topographic quadrangle maps.
- c. Wetlands and Shoreland Wetlands. Wetlands shall be delineated in accordance with Chapter NR 103, Wisconsin Administrative Code; Chapter NR352, Wisconsin Administrative Code; and the 1987 US Army Corps of Engineers Wetland Delineation Manual.
 - i. The area of wetlands, shoreland wetlands, and wetland buffers (in square feet and acres) shall be measured and graphically delineated on the Natural Resource Protection Plan based on a delineation prepared in accordance with the procedures and standards set forth in the City of Franklin Natural Resource Protection Guidance.
 - ii. Wetland and wetland buffer delineation shall be prepared by a consultant certified as a Wisconsin Assured Delineator pursuant to the most recent guidance adopted by the State and future revisions. Submittal of a certification consistent with Wisconsin DNR standards shall be required with the submittal.
 - iii. Duration of delineation.
 - No delineation shall be valid for any purpose required under this Article after the expiration of five (5) years from the date the delineation was performed.
 - b) While delineations performed within the five (5) years preceding the submission may be submitted for purposes of this Article, a current re-delineation may be required where there exists extrinsic evidence of or cause to reasonably believe that such original delineation is incorrect or that the wetland boundary has changed substantially, considering the size and quality of the wetland and the circumstances of any proposed development impact upon the wetland, since the original delineation.

Article 7. Natural Resource Protection Standards

5.

4. Surface Water and Wetland Buffers.

a. Surface water buffers shall be measured at a consistent horizontal distance following the prdinary high water mark of a lake, <u>or</u> pond, or the center line of a stream, or the perimeter of a delineated wetland as set forth under (c) above.

Primary and Secondary Environmental Corridors and

Lake / Pond Buffer

Figure 3 Surface Water and Wetland Buffers

on the most current City of Franklin Map thereof, or as determined by SEWRPC pursuant to 15-7-02(A)(6).

C. Relationship to Floodplain and Flood Hazard Area Impacts.

- 1. Floodplain, floodway, and flood hazard areas regulated under Floodplain Zoning Ordinance for the City of Franklin shall not constitute a separate category of natural resources for purpose of this Article.
- 2. Any areas located within a Floodplain Zoning District shall require review and approval under the provisions of the Floodplain Ordinance for the City of Franklin.
- 3. Notwithstanding the foregoing, any impacts to a Natural Resource Feature as defined in this Article shall be subject to the provisions of this Article, regardless of location within a floodplain, floodway, or flood hazard area.
- D. Exemptions.
 - Exemption of Artificial Wetlands. The following artificial wetlands are exempt from the wetland provisions of this Article unless the Wisconsin Department of Natural Resources determines, under the provisions set forth under NR 103.06(4) of the Wisconsin Administrative Code, that the artificial wetland has significant functional values or uses under NR 103.03 (1)(e), (f) or (g) of the Wisconsin Administrative Code:
 - Sedimentation and stormwater detention basins and associated conveyance features operated and maintained only for sediment detention and flood storage purposes.
 - b. Active sewage lagoons, cooling ponds, waste disposal pits, fish rearing ponds and landscape ponds.

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

Commented [RM3]: Graphic revised, missing label added.

Commented [ME4]: Revised buffer definition so that all surface waters are measured from ordinary high water mark

- c. Actively maintained farm drainage and roadside ditches.
- d. Artificial wetlands within active nonmetallic mining operations.
- 2. Degraded and Non-Federal Jurisdiction Wetlands; Compensation Required
 - a. In the event a wetland delineation prepared pursuant to this Article demonstrates conclusively that wetland resources on the site are degraded, as defined under Subsection (e) below, or that wetlands on a site are not subject to jurisdiction by the Wisconsin DNR or United States Army Corps of Engineers (i.e., are non-federal jurisdiction), any such wetland areas shall not be treated as Protected Areas under the provisions of this Article, unless located within a SEWRPC Primary or Secondary Environmental Corridor or Isolated Natural Area as defined under Subsection (A)(6) above.
 - i. Where a degraded or non-federal jurisdiction wetland is located within the boundaries of a SEWRPC <u>Environmental Corridor or</u> Isolated Natural Resource Area, exemption of the wetland shall require a written determination from SEWRPC that loss of the wetland shall not contribute to a loss of protected natural resource functions within the <u>Environmental Corridor or</u> Isolated Natural Resource Area.
 - In the absence of such a determination from SEWRPC, the requirements of this Article related to federal jurisdiction wetlands and wetland buffers shall apply.
 - b. No Special Exception approval or other wavier shall be required to permit disturbance or land development within a non-federal jurisdiction or degraded wetland.
 - c. Notwithstanding subsection (b), this provision shall not relieve any applicant of the obligation to secure all applicable state and federal wetland permits as apply to any site or development.
 - d. Any applicant proposing to impact a non-federal jurisdiction or degraded wetland shall complete on- or off-site compensation at the ratio specified in Table 15-7-03 and as further set forth in the Natural Resource Guidance, by completing any combination of the following site improvements in conjunction with the impact:
 - i. The inclusion of green <u>infrastructure</u> stormwater management features providing capture of the first one inch of runoff over all new or expanded impervious areas on the site; or
 - The establishment of deep-rooted vegetation native to Southeastern Wisconsin in the landscape plan, in an area equal or greater in size to the degraded wetland, with fencing or other barriers to prevent routine mowing or abuse of the plantings; or
 - Supplemental tree planting in excess of the requirements of Article 5 of this Ordinance or any compensation otherwise required by this Article, with a projected tree canopy area at maturity equivalent or greater to the total area of the affected wetland; or
 - iv. Any combination of (i), (ii) and (iii) above equivalent to or greater than 1.5 times the area of the degraded or non-federal jurisdiction wetland; or
 - v. Any combination of these measures or other compensation consistent with the City of Franklin Natural Resource Guidance, as approved by the Plan Commission, with an area equivalent to or greater than 1.5 times the area of the degraded or non-federal jurisdiction wetland.
 - e. Demonstration of Non-Federal Jurisdiction Status. Demonstration that a wetland is of non-federal jurisdiction status shall require written determination thereof from the Wisconsin Department of Natural Resources or United States Army Corps of Engineers.
 - f. Demonstration of Degraded Condition. An applicant seeking to demonstrate that a wetland is Degraded shall demonstrate through a site-specific analysis prepared by a qualified wetland delineator that:

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

- Site conditions exhibit impacts to topography, soils, native vegetation or hydrology that have degraded a wetland and are not likely to be reversible.
- The project, including its landscaping plan, does not involve the planned introduction of non-native or invasive wetland plants.
- iii. In the opinion of the City Engineer, removal or filling of the degraded wetland will not result in the creation of adverse drainage or flooding impacts on City streets or adjacent properties.
- iv. Removal or filling of the wetland will not:
 - a) involve any activities in navigable waters with prior history as a stream;
 - b) cause significant adverse impacts to a cold-water community, as defined in s. NR 102.04 (3)(a);
 - c) cause significant obstruction of fish passage to existing spawning areas;
 - d) cause significant adverse impacts to state threatened or endangered resources; and
 - e) cause significant adverse impacts to historical or cultural resources and will comply with s. 44.40, Stats.
- g. Positive finding required; remedy. In the event an applicant fails to demonstrate to the satisfaction of the Plan Commission that the area meets all of the standards for exemption under this Section as a degraded or nonfederal jurisdiction wetland, the wetland shall be regulated as a Natural Resource Feature under (B)(5) above.
- E. Surface Water and Wetland Buffer Standards. Within a Wetland and Stream Buffer, as defined in Article 12 of this Ordinance:
 - Unless authorized under Section 15-7-04(F)(8) of this Ordinance, no new or expanded impervious surface or building area shall be established or expanded within a required Wetland or Stream Buffer of a federal jurisdiction wetland or surface water.
 - 2. The expansion of pre-existing structures within Wetland and Stream Buffers shall be permitted only in accordance with the approval standards for non-conforming structures in Article 11 of this Ordinance.
 - 3. No part of any newly-created residential lot shall be established within a Surface Water and Wetland Buffer after the effective date of this Ordinance.
 - 4. Any approvals issued for land disturbance or land development on a site containing a Surface Water or Wetland Buffer, other than for modification of a single-family or two-family dwelling on a non-divisible lot existing as of the effective date of this Ordinance, shall include provisions to demarcate, with sturdy plantings, fencing, or a combination thereof, a boundary line along the edge of the Surface Water and Wetland Buffer on the site. Guidance from the City of Franklin Natural Resource Protection Guidance shall be used to determine the sufficiency of proposed measures.
 - 5. All lands within a Surface Water or Wetland Buffer shall be left in an undisturbed, naturally vegetated condition. Supplemental planting and landscaping shall be permitted but may not include turf, sod, or other lawn grass; nor any invasive plant species on the Wisconsin Chapter 40 NR Invasive Species List.
 - 6. The clearing of trees that are not dead, diseased, or invasive, and the clearing of any other vegetation other than invasive species on the Wisconsin Chapter 40 NR Invasive Species List, is permitted only upon application to and approval of the Zoning Administrator under Section 15-9-03(A) of this Ordinance.
 - All Surface Water or Wetland Buffers established in conjunction with approvals under this Article shall be protected through a deed restriction in a form acceptable to the City Attorney, as further set forth in the City of Franklin Natural Resource Protection Guidance.

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

Except where explicitly permitted to enable a utility or roadway crossing or other structure necessary to an essential 8. service, in no case shall the buffer of a federal jurisdictional wetland or shoreland wetland to be retained on any site be reduced below twenty (20) feet in average width or five (5) feet in width at any single point.

15-7-03. Natural Resources Protection and Compensation Plans

- A. Natural Resource Protection Plan Required. If any Natural Resource Feature as defined and described in 15-7-02 of this Article is present on the property for which a Site Plan review, Certified Survey Map (except as otherwise provided for by the exclusions as identified in 15-7-02(D). Subdivision Plat. or Condominium is requested, a Natural Resource Protection Plan. drawn to the same scale as the Site Plan, Certified Survey Map, Preliminary Plat, or Condominium submission shall be prepared in accordance with the measurement methods and sources outlined in Subsection (B) below. The Natural Resource Protection Plan shall include at a minimum all information set forth in the City of Franklin Natural Resource Protection Guidance, as amended, including:
 - 1. Existing Conditions Plan;
 - 2. Proposed Construction Disturbance;
 - 3. Proposed Final Conditions;
 - Restoration and Compensation Plan; 4.
 - Supporting Information; 5.
 - 6 Maintenance/Monitoring Plan;
 - Proposed Financial Guarantee; and 7.
 - 8. Easements or Other Restrictions.
- B. Calculation of Impact and Required Compensation.
 - 1. Table 15-7-03 shall be used to determine the required compensation for each Natural Resource Feature approved to be affected
 - 2. Areas where Natural Resource Features coincide shall be clearly noted, measured, and indicated in Section 15-7-02(B).
 - 3. All areas of proposed temporary (i.e., construction-phase) disturbance and permanent (i.e., post-construction) disturbance of each Natural Resource Feature shall be measured and clearly indicated in Section 15-7-02(B).
 - The area of each Natural Resource Feature shall be multiplied by its respective natural resource protection standard to 4. determine the amount of compensation required, if any.
 - Overlapping areas. 5.
 - a. Where the boundary of a Protected Area includes more than one Natural Resource Feature, the highest compensation factor of all of the resources found within the area shall be utilized to determine the required area of compensation.
 - b. In any such case, compensation shall be provided for each of the affected features within the overlapping area so as to achieve a comparable level of resource functions and values. The City of Franklin Natural Resource Protection Guidance and Natural Resource Protection Plan application shall be used to determine approaches that achieve comparable functions and values.

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

Notwithstanding (a) above, if a Protected Area contains a Surface Water or Wetland Buffer that is not proposed to

be disturbed in construction or post-construction phases, the next highest compensation factor may be utilized;

compensation for impacts to the buffer shall not be required. 1,000 SF of Buffer Impact Stream Centerline 0_00 20 125 x (area of impact) Area of Buffer Impact 125 x (area of impact) 125 x (a

Figure 4 Example of Calculation of Compensation Ratios for Stream Buffer Impacts

C.

Article 7. Natural Resource Protection Standards

Table 15-7-03: City of Franklin Natural Resources	Compensation	n Ratios	
Impact by Natural Resource type	Unit	Compensation/ Restoration Ratio	Type of Approval Required for Impacts
SEWRPC Primary Environmental Corridor and	UIII	Restoration Ratio	TOT IMPACTS
ouffers	SF	1.5	Special Exception
SEWRPC Secondary Environmental Corridor and			
buffer	SF	1. <u>5</u> 0	Special Exception
SEWRPC Isolated Natural Resource and buffer	SF	1 <u>.5</u>	Special Exception
Surface water or wetland buffers (1) applicable to surface waters, shoreland wetlands, and federal urisdiction wetlands	SF	1.5; compensation may include restoration or enhancement of a new or degraded buffer, or compensation permitted in 15-7-02(E) and NR Guidance	Special Exception
Surface water or wetland buffers applicable to non- ederal jurisdiction or degraded wetlands, or buffers hat are poorly vegetated/degraded or with mpervious areas present (3)	SF	1.0; compensation may include restoration or enhancement of a new or degraded buffer, or compensation permitted in 15-7-02(E) and NR Guidance	Site Plan or PUD
Woodland	SF	0.75	Site Plan or PUD
Trees >8" outside woodland Degraded wetland and nonfederal jurisdiction wetlands	Caliper DBH removed	2" caliper per 8" removed 1.5; compensation may utilize approaches permitted in 15-7-02(E) and Guidance Document	Site Plan or PUD
- ederal jurisdiction wetlands and		Minimum 1.5 utilizing Guidelines for Wetland Compensatory Mitigation in Wisconsin	Special Exception
Overlapping natural resource areas (2)		Highest Compensation Factor of the resources affected by development	Highest Level of Review Applicable to Affected Resource
		1.0; requires applicable	
This are to a second we do not make a second and a second			Special Exception
Federal jurisdiction wetlands and Shoreland Wetlands (1) Overlapping natural resource areas (2) Surface waters (1) <u>Notes:</u> 13. Direct impacts to federal jurisdictional or shorelandon only with Natural Resource Special Exception under (2) Where Natural Resource Features overlap, the high area shall be used. Note that all protected resources impacts to a forested wetland and its buffer must incl	Section 15-9-09 ghest compensation present must be	Guidelines for Wetland Compensatory Mitigation in Wisconsin Highest Compensation Factor of the resources affected by development 1.0; requires applicable state or federal permits masses ams, lakes, and ponds, and bases ation factor of the resources e compensated for; for exam	Highest Level of Rev Applicable to Affecte Resource Special Exception

City of Franklin Unified Development Ordinance Update

Article 7. Natural Resource Protection Standards 12

(4) If Surface Water and Wetland Buffers are present but undisturbed during construction and post-construction phases, compensation is not required.

(5) Removal of impervious area within an existing surface water or wetland buffer provides a credit of 0.5 per SF of area removed and revegetated in accordance with the City of Franklin Natural Resource Protection Guidance.
 (6) Off-site compensation requires approval of a Special Exception.

15-7-04. Standards for Natural Resource Compensation

- A. Natural Resource Protection Guidance Incorporated by Reference. The City of Franklin Natural Resource Protection Guidance, as amended, shall guide the design and review of any proposed compensation and restoration for impacts to Protected Natural Resources.
- B. Surety or Financial Instrument Required. The Plan Commission shall require a financial surety, as approved by the City Attomey, to ensure the completion and establishment of Natural Resource compensation, boundary demarcation, and any conditions imposed pursuant to this Ordinance.
- C. Legal Protection Required. For all compensation for Natural Resource Features, sufficient legal restrictions to ensure ongoing compliance with the approved protection and compensation measures, which may include deed restrictions, conservation easements, or other landowner agreements permanently conserving the associated natural resource features, shall be required in a form acceptable to the City Attorney.
- D. Demarcation of Protected Resources Required. All conserved areas or compensation areas required to be established or managed pursuant to the provisions of this Article, whether on or off site, shall be demarcated with a combination of fencing, planting, and signage to prevent mowing, clearing, vehicle trespass, or other damage to or abuse of the area.

E. Off Site Compensation of Natural Resource Features

- 1. Off-site compensation may be permitted only through approval of a Special Exception by the Plan Commission, and provided:
 - a. The Plan Commission determines that off-site compensation is a desirable alternative to compensation on-site and will achieve greater overall benefit to the City of Franklin and the Natural Resource Features to be mitigated.
 - b. The off-site compensation shall occur within the City of Franklin on a site where sufficient ownership or control to manage and maintain the compensated features in the manner approved is demonstrated and assured to the satisfaction of the Plan Commission and City Attorney.
- All off-site compensation shall require site plan approval under Article 9 for the site where compensation is proposed. The recording of sufficient legal protections to ensure ongoing compliance, which may include deed restrictions or conservation easements, is required to protect the area of the property on which off-site compensation occurs, in a form acceptable to the City Attorney.
- 3. Wetland Banking. In the event an applicant has secured credits from a wetland bank within the Pike Root HUC8 Watershed that is approved for business by the Wisconsin DNR, the Plan Commission may at its discretion approve compensation through purchase of wetland bank credits at the ratios required in Table 15-7-03. Any such approval shall require demonstration by the applicant that a legally binding agreement for the purchase of credits has been executed before issuance of the first zoning permit for any construction activity associated with the approval.
- F. Compensation of Specific Natural Resources. In its review and approval of a Natural Resource Protection Plan and any compensation measures, the Plan Commission shall be guided by the standards in the City of Franklin Natural Resource Protection Plan Guidance. The following minimum compensation standards shall be met:
 - 1. Species of trees and plants used in the compensation of woodland and forests shall be subject to review by the City Forester to ensure that species selected for compensation are likely to be successful within the area of the City where

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards 13

proposed and represent an equal or greater value in promoting the health and integrity of the City's forest resources relative to the resources impacted by the project.

- 2. Surety required. A surety or other financial instrument sufficient to replace the required plantings shall be retained by the City for a period of two (2) years after planting to ensure establishment and plant growth. The surety may be released after 2 years provided the City Forester has inspected the site and determined that plant establishment has occurred. If the City Forester has determined that remedial planting is required, the surety shall be extended for another 2 years after the date of remedial planting. Existing trees with a caliper of 8 inches or greater diameter at breast height (other than removal of invasive plant species on the Wisconsin Chapter 40 NR Invasive Species List) that are removed shall be replaced one-for-one on the site, in addition to any woodland area compensation required.
- In the event the City Forester determines that replanting is not advisable on the site, the applicant shall pay the City a
 fee in lieu per tree based on the City's established fee schedule at the time the first zoning permit associated with the
 approval is obtained.
- Cutting of or damage to trees planted as compensation shall constitute a violation of this Article and shall be subject to enforcement under Section 15-9-15.

5. SEWRPC-Designated Resources.

- a. Compensation of impacts to SEWRPC Primary and Secondary Resource Corridors and Isolated Natural Areas shall be based on the nature of the Natural Resource Features in the affected area, as documented in the Natural Resource Protection Plan.
- b. At the discretion of the Plan Commission, applicants may provide for the permanent protection of an equivalent area of any combination of SEWRPC Primary or Secondary Resource Corridor, or Isolated Natural Area, within the City of Franklin, so long as the total area conserved is of sufficient size to meet the required compensation area pursuant to this Article.
- 6. Shoreland Wetlands; Federal Jurisdictional Wetlands.
 - a. Impacts to shoreland wetlands shall be governed by approvals issued pursuant to Article 9 and shall be contingent upon receipt by the City of permits from the Wisconsin Department of Natural Resources and United States Army Corps of Engineers, as applicable
 - Impacts to federal jurisdictional (i.e., Class 1 and Class 2) wetlands shall be contingent upon receipt by the City of permits from the Wisconsin Department of Natural Resources and United States Army Corps of Engineers, as applicable
 - c. Compensation for shoreland wetland and federal jurisdictional wetlands shall occur at the ratio for wetlands in Table 15-07-03 in strict accordance with the most recently-published Guidelines for Wetland Compensatory Mitigation in Wisconsin or equivalent documentation.
- 7. Lakes and Ponds. Direct impacts to Lakes and Ponds shall be contingent upon receipt by the City of copies of permits from the Wisconsin Department of Natural Resources and United States Army Corps of Engineers, as applicable. Direct impacts to lakes and ponds may be compensated at the ratio in Table 15-7-03 only if the impact and compensation is part of an approved Natural Resource Protection Plan and an approved stormwater management plan that meets, at a minimum, all of the following criteria:
 - a. The time of concentration of stormwater flows remains unchanged or is lengthened;
 - b. Stormwater storage capacity is maintained or increased; and
 - c. No flooding or adverse drainage conditions on adjoining properties will be created.

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

- Surface Water and Wetland Buffers; Degraded or Non-Federal Jurisdiction Wetlands. Impacts to required surface water and wetland buffers shall require compensation at the ratios in Table 15-7-03. Compensation may include any combination of the following:
 - Establishment of a new or enhanced surface water or wetland buffer on- or off-site, or consistent with the standards in Section 15-7-05 of this Article and the standards in the City of Franklin Natural Resource Guidance;
 - b. Use of any combination of the compensation options in Section 15-07-02(D)(2)(d) of this Article as further set forth in the City of Franklin Natural Resource Guidance.

15-7-05. Surface Water and Wetland Buffers

- A. The Plan Commission may approve construction-phase (i.e., temporary) or post-construction (i.e., permanent) impacts within an existing or proposed Surface Water or Wetland Buffer only upon finding that:
 - 1. The authorized reduction in the width or area of the buffer is the minimum necessary to allow the proposed use to function efficiently on the project site.
 - 2. The reduced buffer, and its associated planting plan, will be sufficient to protect the associated surface water or wetland so as to prevent loss of function or flooding.
 - Sufficient planting, fencing, or other demarcation will be provided during construction to protect the buffer from activities and damage such as mowing, storage, parking, or snow storage.
- B. Impacts within Surface Water or Wetland Buffers shall include without limitation the following:
 - 1. Construction-phase disturbance, including clearing, grubbing, and disturbance of the surface grade.
 - 2. The construction of new or expanded structures or impervious surface area
 - Clearing or mowing, or the establishment of actively maintained vegetation such as turfgrass, planted islands, or landscaped strips.
 - 4. Permanent or temporary stormwater ponds.
- C. If a Surface Water or Wetland Buffer is established at a width less than required in this Article, the difference in surface area between the required and proposed Wetland or Surface Water Buffer shall be compensated at the required ratio in Table 15-7-03.
- D. Standards for Surface Water and Wetland Buffer Compensation. Where compensation for impacts to a buffer is approved, in addition to the standards in the City of Franklin Natural Resource Protection Guidance, the following specific standards shall be met:
 - 1. The perimeter of any existing Surface Water or Wetland Buffer affected by an approved development, and the perimeter of all new or restored buffers provided as, shall be established or re-established with plantings, fencing, or a combination thereof.
 - The Plan Commission may approve, as a Special Exception, the restoration or establishment of a new surface water or wetland buffer on an existing developed site within the City of Franklin as compensation for impacts on a Natural Resource Feature under this Article.
- E. The Plan Commission may deviate from the strict numeric requirements of the required buffer width or required compensation ratio where the following conditions apply:
 - The proposed buffer has a minimum width of five feet (5') at its narrowest point, a minimum average width of twenty (20') feet, and a minimum total area of one hundred fifty square feet (150 SF).

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

- 2 In the opinion of the City Engineer, the proposed buffer would provide a material benefit to water quality, flooding, and storm water management.
- 3. The combination of impervious surface area removed (if any), the amount of impervious surface area draining to the new or restored buffer, the degree of planting provided, and the width and size of the buffer represent, in the opinion of the City Engineer, sufficient benefit to water quality, flood prevention, and stormwater management to offset the development impact.

Note: The following language applicable to past approvals of specific survey maps may be eliminated, pending direction by the City Attorney

Institutional Properties Divided by Public Street or Utility Extensions. F.

- A Natural Resource Protection Plan shall not be required with an application for certified survey map approval where a single 1 property zoned I-1 Institutional District is divided as a result of a public work of improvement for street extension purposes, with related public sanitary sewer and water work for which special assessment was made, into two or more parcels through the property fee acquisition by the City for the extension of the public street. The foregoing exclusions from Natural Resource Protection Plan submission requirements for certified survey map applications shall only be available upon the conditions that.
 - in lieu of the Plan submission requirement, the certified survey map application shall be accompanied by the "best available а information" as to the existence of any natural resource features, such as existing topographical maps, wetland inventories, and other such inventories as may be available; and
 - that a Natural Resource Protection Plan must be submitted upon any further development of any portion of the mapped b. property
- 2. A Natural Resource Protection Plan shall also not be required with an application for certified survey map approval where lots are being created from a larger surrounding parcel, with the larger in area in relation to the lots created remnant parcel being vacant, or already having being developed by the existence of a principal structure and not being the subject of current further development application, and with the only natural resources within the map area being upon the remnant parcel and being more than 500 feet away from the lots being created. The foregoing exclusion from Natural Resource Protection Plan submission requirement for certified survey map applications shall only be available upon the conditions that
 - in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon a. its face the existence of any natural resource features, as identified in § 15-4.0102, tocated on the parcels of the Certified Survey Map based upon the "best available" information;
 - that a Natural Resource Protection Plan must be submitted upon any further development of the "remnant" parcel; and b
 - the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein are not based upon field surveys. In the event of further land division or development of a parcel herein with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel" For the purposes of this section, the Zoning Administrator shall not require that the "best available" information be a "first source" of information, as identified in § 15-4.0102A., B., C., D.
- Lands Adjoining Tax Increment Districts. A Natural Resource Protection Plan (and related requirements, such as the submission of G. conservation easements, etc.) shall not be required with an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only, provided with regard to such remaining established residential dwelling building use parcel or parcels that:
 - in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its 1 face the existence of any natural resource features, as identified in § 15-4.0102, located on the parcels of the Certified Survey Map based upon the "best available" information;
 - that a Natural Resource Protection Plan must be submitted upon any further development of the "remaining established residential 2. dwelling building use parcel or parcels"; and
 - the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein 3. upon lot[s] [number[s]] are not based upon field surveys. In the event of further land division or development of lot[s] [number[s]] with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel."

City of Franklin Unified Development Ordinance Update Article 7. Natural Resource Protection Standards

Article 8. Subdivision Standards

15-8-01. Intent and Purpose	1
15-8-02. Lots	
15-8-03. Street Arrangement	
15-8-04. Street Design and Improvements	
15-8-05. Easements	13
15-8-06. Water, Sewer, and Stormwater	13
15-8-07. Soil Erosion, Sediment Control, and Clearing	
15-8-08. Construction	15
15-8-09. Cluster Development	17
15-8-11. Park and Recreation Land and School Site Dedication	18

15-8-01. Intent and Purpose

- A. The purpose of this Article is to:
 - 1. Establish reasonable rules and regulations governing the subdivision, development and platting of land, the preparation of plats, the location and extension of streets and highways, the installation of utilities and the provision of necessary public grounds for parks, playgrounds, and public open space,
 - 2. Conserve, protect, and enhance property and property values;
 - 3. To secure the most efficient use of land;
 - Discourage scattered development that is beyond existing public utilities and to facilitate the adequate provision of public improvements;
 - 5. To ensure the provision of sufficient utilities with new development;
 - 6. Limit and control the pollution of the environment that can be caused by inadequate or incomplete development;
 - 7. Provide common grounds of understanding and a sound working relationship between the City and the subdivider;
 - 8. Implement the goals and objectives of the City of Franklin Comprehensive Master Plan; and
 - 9. Prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats.

City of Franklin Unified Development Ordinance Update Article 8. Subdivision Standards

1

15-8-02. Lots

- A. Size, Shape, and Orientation. The size, shape, and orientation of lots shall be appropriate for the location of the subdivision and for the type of development and use contemplated as determined by the Plan Commission.
- B. Lot Lines. Lot lines shall follow municipal boundary lines rather than cross them.
- C. Double Frontage Lots. Double frontage and reverse frontage lots shall be prohibited except where necessary to provide separation of development from through traffic or to overcome specific disadvantages of topography and orientation, as determined by the Plan Commission.
- D. Access. Each lot shall front or abut a public street. In the event any parcel does not front on a public street, due to the street's right-of-way width or other site conditions, a dedicated right-of-way providing access to the parcel from a public street, with a minimum width of thirty <u>sixty (60</u> 39) feet, shall be provided.
- E. Area and Dimensional Requirements of Lots. Lot area and width shall conform to the requirements of this UDO for land under the jurisdiction of the City of Franklin.
- F. Public sanitary sewer and water supply facilities. Any new lot(s) created under this UDO must be served by public sanitary sewer and water supply facilities if such lot(s) is located in the R-C, R-SE, R-MF, R-V and B-SM zoning districts, except:
 - Lot(s) created in the R-C zoning district with a minimum area of five (5) acres; and a maximum of one lot with at least three (3) acres in a minor land division or subdivision. For example, an 18-acre parent parcel may be divided into up to four lots.
 - Lot(s) created by minor land division and served by public sanitary sewer; and for which lot(s) the Common Council has denied the extension of public water after the adoption of this UDO.
- G. Sites Not Served by Sewer. Building sites not served by a public sanitary sewage system or other approved system shall be of sufficient area to permit the use of an on-site soil absorption sewage disposal system designed in accordance with Chapters ILHR 83 and 85 of the Wisconsin Administrative Code as amended and Section 190-22 of the City of Franklin Municipal Code.
- H. Lot Depth to Width. Lots with a lot depth to width ratio greater than two (2) to one (1) are prohibited, except for the creation of outlots as approved by the Zoning Administrator.
- Corner Lots. Corner lots shall a minimum depth not less than ninety (90) percent of the minimum required lot width.
- J. Plats Abutting a Lake or Stream. All land subject to a subdivision plat shall be fully incorporated into a lot, outlot, or public dedication of land, including but not limited to all land lying between a meander line and the center line of a stream or river, and all land lying between the meander line and the ordinary high water mark of a lake or pond.
- K. Land Remnants. All land remnants below the minimum lot size shall be platted as "Outlots" which may be combined with adjacent parcels in the future.
- L. Large Lots. Where lots are created of a size larger than the minimum lot size required by the underlying district, the Plan Commission may require that lots be twice the minimum area and width required to allow for the future resubdivision of such lots into sizes compliant with the underlying district.
- M. Flag Lots Prohibited. Flag-shaped lots, or lots not meeting the minimum lot width requirements of this Ordinance or where access to a public street right-of-way to such lots is by a narrow strip of land, shall not be permitted.

15-8-03. Street Arrangement

A. Street Layout to Conform to Official Map and/or Adopted Plans. In any new subdivision, certified survey map, or condominium the street layout shall generally conform to the arrangement, width, and location indicated on the official map, County jurisdictional highway system plan, County Development Plan, City of Franklin Comprehensive Master Plan or plan component, detailed planning district plan, or detailed neighborhood development plan of the City.

City of Franklin Unified Development Ordinance Update Article 8. Subdivision Standards

Commented [RM1]: Revision per feedback from the Engineering Department.

Commented [RM2]: Per the current UDO, new lots in the zoning districts listed in this subsection must be served by public sanitary sewer and water supply facilities.

Commented [RM3]: Staff is proposing this subsection based on the pre-sanitary sewer policy for the SW portion of the city (adopted as Appendix I in the City of Franklin Comprehensive Plan).

The R-C Countryside Residence district consists of parcels currently zoned R-1 and R-2 which are located in the southwester portion of the city.

The current UDO requires new lots in the R-2 district to be served by sewer and water, but it doesn't apply to the R-1 district.

Commented [RM4]: This subsection is retained from the current UDO.

- B. Street Layout in Areas With No Official Map or Adopted Plans. In areas for which such plans as enumerated in Paragraph A above have not been completed, the street layout shall recognize the functional classification of the various types of streets and shall be developed and located in proper relation to existing and proposed streets, to the topography, to such natural features as streams and tree growth, to public convenience and safety, to the proposed use of the land to be served by such streets.
 - Arterial Streets. Arterial streets shall be arranged to provide ready access to centers of employment, centers of governmental
 activity, community shopping areas, community recreation, and points beyond the boundaries of the community. They shall
 also be properly integrated with and related to the existing and proposed system of major streets and highways and shall be,
 insofar as practicable, continuous and in alignment with existing or planned streets with which they are to connect.
 - 2. Collector Streets. Collector streets shall be arranged to provide ready collection of traffic from residential areas and conveyance of this traffic to the arterial street, major street, and highway system and shall be properly related to the mass transportation system, to special traffic generators such as schools, churches, or shopping centers, business parks, and other concentrations of population or employment and to the arterial and/or major streets to which they connect. Where neighborhoods and/or commercial activity/employment centers abut along arterial streets or highways, collector streets shall be planned to align to provide secondary interconnections between abutting neighborhoods or between abutting commercial activity/employment centers.
 - Minor Streets. Minor streets shall be arranged to conform to the topography, to discourage use by through traffic to permit the design of efficient storm and sanitary sewerage systems, and to require the minimum street area necessary to provide safe and convenient access to abutting property.
 - 4. Recreational Trails. Any recreational trail identified in the City of Franklin Comprehensive Outdoor Recreation Plan shall be provided in the subdivision in accordance with the plan.
 - 5. Proposed Streets. Proposed streets shall extend to the boundary lines of the tract being subdivided or developed as a Condominium unless prevented by topography or other physical conditions or unless, by action of the Plan Commission, such extension is not necessary or desirable for the coordination of the layout of the subdivision or Condominium or for the advantageous development of the adjacent tracts.
 - 6. Arterial Street and Highway Protection. Whenever a proposed Certified Survey Map or subdivision contains or is adjacent to an arterial street or highway, for adequate protection of residential properties, the limitation of access and separation of through and local traffic shall be provided by reversed frontage, with screen planting contained in a nonaccess reservation along the rear property line, or by the use of frontage streets.
 - Stream or Lake Shores. Stream or lake shores shall have a minimum of sixty (60) feet of public access platted to the low water mark at intervals of not more than one-half (1/2) mile as required by § 236.16(3) of the Wisconsin Statutes.
 - 8. Reserve Strips. Reserve strips, which intentionally prevent access to a public street from an abutting property, shall not be provided on any plat or Condominium to control access to streets or alleys, except where control of such strips is placed with the City under conditions approved by the Plan Commission.
 - 9. Alleys.
 - a. Commercial, Mixed-Use, and Industrial Districts. Alleys may be provided in the commercial and mixed-use, B-P Business Park, and LI – Limited Industrial Districts for off-street loading and service access and may be required by the Plan Commission.
 - Residential Districts. Alleys may be provided in the R-M Multiple-Unit Residence District and R-V Village Residence Districts but shall not be approved in other residential districts. New dead-end alleys shall not be approved by the Plan Commission.
 - c. Thoroughfare Connection Prohibited. Alleys shall not connect to a major thoroughfare, including an arterial or collector street.
 - d. Private Maintenance Required. All newly-constructed alleys shall be privately maintained.

City of Franklin Unified Development Ordinance Update

C. Street Names. Street names shall not duplicate or be similar to existing street names elsewhere in southern Milwaukee County, and existing street names shall be projected wherever possible. "Court" may be used in a street name only for cul-de-sac streets. The naming of streets shall be coordinated with the City Engineer, Plan Commission, and Common Council.

15-8-04. Street Design and Improvements

- A. Cul-de-Sac Streets.
 - 1. Length. Cul-de-sac streets designed to have one end permanently closed shall not exceed five-hundred (500) feet in length.
 - 2. Adequate Turn-Around Required. Cul-de-sac streets shall terminate in a circular paved area allowing for vehicular turn around and having a minimum radius of:
 - a. Sixty (60) feet the center of the island to the edge of right-of-way; and
 - b. Forty-five (45) feet from the center of the island to the outside curb.
 - 3. Islands. Islands in the center of cul-de-sacs with a minimum radius of twenty (20) feet shall be required. Where approved by the City Engineer, cul-de-sac islands may be designed with a vegetated snow storage area or stormwater management area. Curbing may be varied as required to accommodate snow plowing or stormwater inflow per the approved design.
- B. Street Stubs.

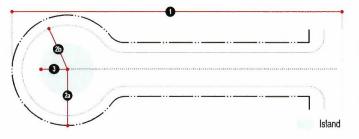


Figure 1 Cul-de-Sac

- In new developments, the subdivider shall terminate streets as stubs at the outer perimeter boundaries of the development based on the criteria of this section. If the street in question meets at least two (2) of the criteria, then the street must be built to an appropriate collector street standard:
 - a. The street intersects directly with any street designated as an arterial street and provides access to an area with an overall density of ten (10) dwelling units per acre or provides access to more than one hundred fifty (150) dwelling units.
 - b. The street by its general configuration, in relationship to the existing development of the area, serves any collector function.
 - c. The street extends into an undeveloped area in such a manner as to serve any future collector function.
 - d. The street serves as the primary access to a significant nonresidential, institutional, or recreational land as well as an access to a residential area of twenty (20) or more acres.
- 2. Street stubs shall be clearly demarcated and identified for future street extension by street signage.
- 3. All street stubs shall terminate with a paved area of adequate width to allow for vehicles to turn-around.
- 4. All stub streets shall conform to the City's adopted version of the International Fire Code.

City of Franklin Unified Development Ordinance Update

- C. Roadway Elevations. Elevations of roadways passing through floodplain areas shall be designed in the following manner:
 - 1. Freeways and arterial streets and highways shall be designed so they will not be overtopped by the one-hundred-year recurrence interval flood.
 - 2. Collector and local minor land access streets shall be designed so they will not be overtopped by the ten-year recurrence interval flood.
- D. Street Grades.
 - 1. Street grades shall be established wherever practicable to avoid excessive grading, the indiscriminate removal of ground cover and tree growth, and general leveling of the topography.
 - All changes in street grades shall be connected by vertical curves as approved by the City Engineer. Vertical curves for arterial street shall have a minimum length equivalent in feet of three (3) times the design speed of the street in miles per hour.
 - Minimum Grade. The minimum centerline grade of any street or public way shall be one-half three-guarters (0.75 0-6) percent unless a flatter grade is approved by the City Engineer.
 - Maximum Grade. Unless necessitated by exceptional topography and subject to the approval of the City Engineer, the
 maximum centerline grade of any street or public way shall not exceed the following:
 - a. Arterial Streets: Five (5) percent.
 - b. Collector Streets: Six (6) percent.
 - c. Minor Streets, Alleys, and Frontage Streets: Six (6) percent.
 - d. Pedestrian Ways: Eight (8) percent and meeting all applicable "American with Disabilities Act (ADA) Accessibility Guidelines."
- E. Radii of Curvature.
 - When a continuous street centerline deflects at any one point by more than ten (10) degrees, a circular curve shall be introduced having a radius of curvature on said centerline of not less than the following unless approved by the City Engineer:
 - a. Arterial Streets and Highways: Five-hundred (500) feet.
 - b. Collector Streets: Three-hundred (300) feet.
 - c. Minor Streets: Two-hundred (200) feet.
 - d. Rural and Suburban Streets: May be less than two-hundred (200) feet only in areas where natural resource features are to be preserved as determined by the Plan Commission.
 - 2. A tangent at least one-hundred (100) feet in length shall be provided between reverse curves on arterial and collector streets.
- F. Half-Streets. Where an existing dedicated or platted half-street is adjacent to the tract being subdivided by either a subdivision plat or certified survey map, the other half of the street shall be dedicated by the subdivider. The platting of new half-streets shall not be permitted.
- G. Excessive Street Right-of-Way Length to Serve Subdivision to be Avoided. The use of excessive street right-of-way length, as determined by the Zoning Administrator and City Engineer, to serve a subdivision shall be prohibited.
- H. Traffic Calming Devices. The use of traffic calming devices such as landscaping bulb-outs and traffic circles are encouraged as alternatives to conventional traffic control measures.

City of Franklin Unified Development Ordinance Update Article 8. Subdivision Standards

5

Commented [RM5]: Revision per feedback from the Engineering Department.

- I. Mid-Block Crossings. In the event that a longer block is approved through a variance than is allowed in Section 15-9-08, the developer shall compensate for the longer block by providing a crosswalk at the middle of the block. The mid-block crossing shall be protected with bulb-outs to ensure pedestrian safety.
- J. Street Intersections and Connectivity.
 - 1. Right Angles Required. Streets shall intersect each other at as nearly right angles as topography and other limiting factors of good design permit.
 - 2. Maximum Number of Streets Converging at Single Intersection. With the exception of roundabout intersections approved by the City Engineer, the number of streets converging at one conventional intersection shall be two (2).
 - 3. Distance Between Intersections Along Arterial Streets and Highways. The distance between street intersections along an arterial street or highway shall be at least one-thousand two-hundred (1,200) feet.
 - 4. Alignment of Minor Streets Required. Local streets crossing any collector or arterial street shall align with each other. Minor streets that cross a collector or arterial street and whose center lines are less than two-hundred-fifty (250) feet apart, measured along the centerline of the arterial or collector street, shall be prohibited.
 - 5. Connectivity Index. A connectivity index shall be used to determine the adequacy of street layout design. A connectivity index is calculated as the ratio of the number of street links (road sections between intersections) in the subdivision street layout divided by the number of street nodes (intersections and cul-de-sac heads). Streets within a subdivision shall have a minimum connectivity index measurement of one and four-tenths (1.4).

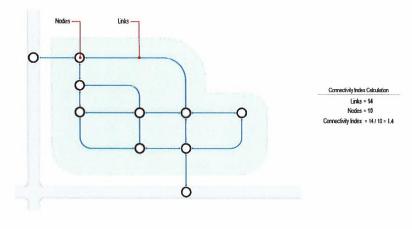
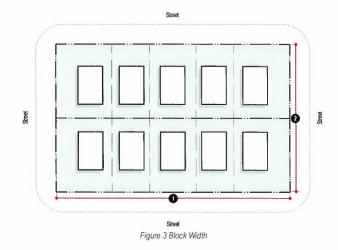


Figure 2 Connectivity Index

City of Franklin Unified Development Ordinance Update Article 8. Subdivision Standards

6

- K. Blocks. The widths, lengths, and shapes of blocks that are created shall be suited to the planned use of the land, zoning requirements, overall residential density, the need for convenient access, control and safety of street traffic, and the limitations and opportunities of topography. In addition:
 - 1. Maximum Block Length. The length of blocks shall be limited as follows unless exceptional topography natural resource features, request of the Plan Commission, or other factors necessitate an alternative design.
 - a. Residential, Commercial and Mixed-Use Districts. In residential, commercial, and mixed-use districts, blocks shall not, exceed eight-hundred (800) feet in length.
 - b. All Other Districts. In all other districts, blocks shall not exceed one-thousand five-hundred (1,500) feet in length.
 - Block Width. The width of blocks shall be wide enough to provide for two (2) tiers of lots of appropriate depth except where
 otherwise required to separate residential development from through traffic. Width of lots or parcels reserved or laid out for
 commercial or industrial uses shall be adequate to provide for off-street service and parking required by the use contemplated
 and the area zoning restrictions for such use.



3. Mid-Block Utility Easements Required. Utility easements for electric power and telephone service shall, where practical, be placed on mid-block easements along rear lot lines, unless the protection of natural resources require placement elsewhere. When natural resources to be protected are present, all utility easements shall be shown on the final plat, certified survey map, or condominium plat prior to approval by the City.

L. General Improvement Requirements.

- 1. Payment For Improvements.
 - a. The improvements prescribed in this UDO are required as a condition of approval of a subdivision.
 - b. The required improvements described in this UDO shall be installed, furnished, and financed at the sole expense of the developer.
 - c. A contract, or "Development Agreement," with the developer as specified under section 15-9-14 of this UDO shall be required, and financial sureties described in section 15-8-08(D) of this Ordinance shall be required.

City of Franklin Unified Development Ordinance Update

2. General Standards.

- a. The required improvements set forth in this Ordinance shall be installed in accordance with the City Engineer's "City of Franklin Design Standards and Construction Specifications" and the standards in <u>Part 8 Improvements and Construction</u> of the 1998 Unified Development Ordinance <u>Chapter 220 of the Municipal Code</u>. Where the City has no prescribed standards and specifications, the improvements shall be made in accordance with best engineering practices, approved prior to the commencement of construction by the City Engineer.
- b. Ac set forth in Chapter 220 of the Municipal Code, Any and all improvements or utility services required by this Ordinance, shall be extended to the limits of the parcel or lot upon which a building permit is requested unless exempted by the Plan Commission.
- c. In the event the improvements are required to the end of the parcel or lot, the owner, Subdivider, or Condominium Developer shall be required to post financial sureties with the City pursuant to <u>Part 8 Improvements and Construction of the 1998 Unified Development Ordinance section 220 4 of the Municipal Code</u>.
- Survey Monuments. The Subdivider shall install survey monuments placed in accordance with the requirements of Chapter 236.15 of the Wisconsin Statutes. Monuments shall be installed at all lot comers no later than upon completion of final utility installation or as may be required by the City Engineer.

4. Grading and Surfacing of Subdivision Roads.

- a. Right-of-Way and Roadbed Grading. After the installation of temporary block corner monuments and establishment of street grades, the Subdivider shall grade the full width of the right-of-way of all streets proposed to be dedicated The Subdivider shall grade the roadbeds in the street rights-of-way to subgrade.
- 5. Surfacing. Unless superseded by a developer's agreement, the Subdivider shall complete the base and binder courses of street paving prior to issuance of building permits for structures within the subdivision. The completion of the base and binder courses of street paving shall take place after the installation of all required utility and stormwater drainage improvements. The final surface course shall be placed no earlier than at ninety (90) percent completion of the subdivision or when required by law, whichever is earlier.
- 6. Curb and Gutter. In all subdivisions, certified survey maps, and condominiums the subdivider shall construct concrete curbs and gutters except where an alternative street edge is incorporated as part of an approved stormwater management plan. Where possible, provision shall be made at the time of construction for driveway access curb cuts.
- 7. Traffic Control and Street Name Signs. The developer shall pay all costs associated with the City's installation of traffic control and street name signs along all streets proposed to be dedicated to the public. Traffic control and street name signs shall meet the following standards:
 - a. Traffic Control Signs. The design and placement of traffic control signs shall follow state and local regulations, or the requirements specified in the most current edition of the Wisconsin Manual on Uniform Traffic Control Devices for Streets and Highways published by the Wisconsin Department of Transportation and the Federal Highway Administration.
 - b. Street Name Signs. The Developer shall install at least two (2) street name signs of a design and color as approved by the City, at each street intersection proposed to be dedicated and one at each "T" intersection. Signs shall be installed to be free of visual obstructions.

8. Street Trees.

a. Compensation Required. The Developer shall pay a fee per tree to the City will provide compensation to plant street trees in the form of a letter of credit or escrow as established in a fee schedule adopted established by Common Council. In addition, an amount equivalent to ten (10) percent of the fee for required trees shall be provided in a letter of credit or escrow for a minimum period of three (3) years to ensure that any failed trees are replaced. The minimum quantity of street trees required is specified in Part 8 Improvements and Construction of the 1998 Unified Development Ordinance Municipal Code Chapter 220.

City of Franklin Unified Development Ordinance Update Article 8. Subdivision Standards

8

Commented [RM6]: This Chapter is not adopted yet.

- b. Tree Replacement Fee, In addition to the fee per street tree, the Developer shall pay a tree replacement fee to the City, an amount of ten (10) percent of the fee for all required trees. The City can use this fee to replace any failed trees.
- c. Waiver. In the event an applicant or property owner requests specific accommodation or modification pursuant to the City planting of street trees in accordance with this section, the City Forester may in his/her sole discretion vary the planting plan, provided the overall number of required trees is planted within the perimeter of the development and provided the accommodation or modification does not adversely affect safety, aesthetic, drainage, or environmental conditions in the vicinity of the site.
- 9. Street Lights. The developer shall pay all costs associated with the installation of streetlights. Wisconsin Electric Power Company system leased lights shall be installed at all intersections and other critical locations within residential developments as determined by the City Engineer. Other nonresidential locations shall be served by a dedicated lighting system to be owned and maintained by the City unless otherwise superseded by an agreement with the Common Council.

M. Street Design Requirements.

1. Right-of-Way and Paving Widths. The minimum right-of-way and paving widths of proposed streets shall be as detailed in Table 15-8-04(M)(1).

Type of Street	Minimum Paving Width (Feet)	Minimum Right-of-Way Widths (Feet)		
Freeway or Expressway	As required by WisDOT			
Arterial (Four-Lane Urban)	36 - Dual	130		
Arterial (Four-Lane Rural)	24 - Dual	130		
Arterial (Two-Lane Urban)	24 - Dual	130		
Arterial (Two-Lane Rural)	24 - Dual	130		
Collector Street	34 - <u>36</u>	80		
Minor Street (Multifamily)	34 <u>36</u>	66		
Minor Street (Typical)	28	60		
Minor Street (Low Volume)	28	58		
Minor Street (Difficult Terrain)	28	50		

- Required Design Elements. Required street design elements shall be as established per street type in Table 15-8-04(M)(2). The dimensions and placement of street design elements required in Table 15-8-04(M)(3) shall comply with the requirements of the City of Franklin Comprehensive Master Plan as adopted. The width of each required street design element in Table 15-8-04(M)(2) shall be as specified in Table 15-8-04(M)(3) below.
 - a. A "•" indicates an element that is required on both sides of a given street.
 - b. A "" indicates an element that is optional.
 - c. A "A " indicates an element that is required at the discretion of the City.

Commented [RM7]: Revision per feedback from City Forester.

Commented [RM8]: Table revised for consistency with the City's Comprehensive Plan (Chapter 7: Transportation; Recommended Street Cross-Sections)

City of Franklin Unified Development Ordinance Update

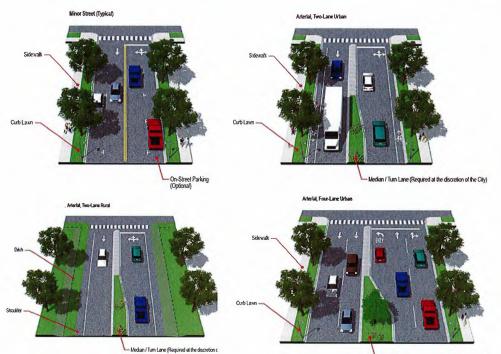
	Required Street Design Element						
Type of Street	Dilch	Sidewalk	Curb Lawn	Outside Shoulder	On-Street Parking	Bicycle Lane	Median/Turr Lane
Freeway or Expressway			As requ	ired by the 1	NisDOT		
Arterial (Four-Lane Urban)		•	•				
Arterial (Four-Lane Rural)	•	_		٠			
Arterial (Two-Lane Urban)		•	•			•	
Arterial (Two-Lane Rural)	٠			•			
Collector Street		•	•			•	
Minor Street (Multifamily)		•	•			•	
Minor Street (Typical)		•	•				
Minor Street (Low-Volume)		•	•				
Minor Street (Difficult Terrain)			•				

3. Required Design Element Width. The width of each required street design element in Table 15-8-04(M)(2) shall be as specified in Table 15-8-04(M)(3) below.

	Required Street Design Element Minimum Width (feet)						
Type of Street	Ditch	Sidewalk (each side)	Curb Lawn	Shoulder	On-Street Parking	Bicycle Lane	Median/Turn Lane
Freeway or Expressway	As required by the WisDOT						
Arterial (Four-Lane Urban)		5	10				26
Arterial (Four-Lane Rural)	16			10			18
Arterial (Two-Lane Urban)		5	17			4	24
Arterial (Two-Lane Rural)	23			6			16
Collector Street		5	16		8	4	
Minor Street (Multifamily)		5	9		8	4	
Minor Street (Typical)		5	10	-	8		
Minor Street (Low-Volume)		5	10				
Terraln)			15				

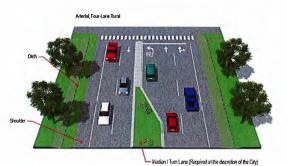
City of Franklin Unified Development Ordinance Update

Figure 4 Street Design Requirements



Median / Turn Lane (Required at the discretion of the City)

City of Franklin Unified Development Ordinance Update



Minor Street (Low-Volume)

Minor Street (Difficult Terrain)

Sidewa Curb Lawn -Curb Lawn

Collector Street and Minor Street (Multifamily)

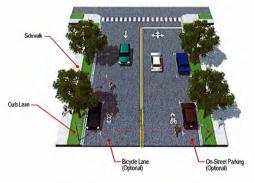


Figure 5 Street Design Requirements Continued

City of Franklin Unified Development Ordinance Update

N. Rural Street. When permanent rural street sections have been approved by the Common Council in areas not located within the urban service boundaries of the City of Franklin, the Subdivider shall finish grade all shoulders and road ditches, install all necessary culverts at intersections and, if required, surface ditch inverts to prevent erosion and sedimentation in accordance with plans and standard specifications approved by the City, including the City of Franklin Design Standards and Construction Specifications" and as set forth in Tables 15-8-04(M)(1) and 15-8-04(M)(3) of this Ordinance.

15-8-05. Easements

- A. Natural Resource Features Protection/Mitigation, Conservation, Landscape Buffer yard, and Utility Easements Required. The Plan Commission shall require natural resource features protection/mitigation, conservation, landscape bufferyard, and/or utility easements of widths deemed adequate for the intended purpose on each side of all rear lot lines and on side lot lines or across lots where necessary or advisable for natural resource feature protection (in accordance with an approved Natural Resources Protection Plan pursuant to Article 7 of this Ordinance), landscape bufferyards (see section 15-5-03 of this Ordinance), electric power and communication lines, wires, conduits, stormwater management systems, storm and sanitary sewers, and gas, water, and other utility lines.
- B. Site, Subdivision, Certified Survey Map, or Condominium Plat Traversed by Watercourse, Drainageway Channel, or Stream. Where a site, subdivision, certified survey map, or condominium plat is traversed by a watercourse, drainageway channel, or stream, an adequate drainageway or easement shall be provided as may be required by the City Engineer. The location, width, alignment, and improvement of such drainageway or easement shall be subject to the approval of the Plan Commission, and parallel streets or parkways may be required in connection therewith. Where necessary, stormwater drainage shall be maintained by landscaped open channels of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. These design details are subject to review and approval by the City Engineer.
- C. Minimum Width Required for All Utility Easements. All public utility easements shall be a minimum of twenty (20) feet in width or wider where required by the City Engineer.

15-8-06. Water, Sewer, and Stormwater

- A. When public sanitary sewer facilities are available to the subdivision plat, certified survey map or condominium, the Subdivider or Condominium Developer shall construct sanitary sewer facilities in such a manner as to make adequate sanitary sewer service available to each lot within the subdivision or certified survey map or dwelling unit within a condominium. In addition:
 - 1. Required Installation of Lateral Sewer Lines. Sewer laterals shall be installed to the front lot line of each lot served.
 - 2. Costs Associated with Sanitary Sewers Eight Inches or Less in Diameter. The developer shall assume the cost of installing all sanitary sewers that are eight inches in diameter or less.
 - 3. Costs Associated with Sanitary Sewers Larger than Eight Inch in Diameter. If larger than eight (8) inch diameter sanitary sewers are required, the costs of such larger sewers shall be prorated in proportion to the ratio which the total sewage of the proposed subdivision, Certified Survey Map, or Condominium is to the total sewage capacity to be served by such larger sewer and the excess cost shall be either borne by the City of Franklin or assessed against the total tributary sewer area.
- B. Wastewater Holding Tanks. Where public sanitary sewer facilities are not available in the Commercial and Mixed-Use, Industrial and Agricultural, and Miscellaneous districts only, the Plan Commission or Common Council may require the developer to construct either individual or common wastewater holding facilities sufficiently sized and placed to accommodate the proposed development. The individual or common wastewater holding facilities shall be constructed pursuant to all applicable State, County, and local regulations as amended and in such a manner to make available wastewater holding facilities to the proposed development.

- C. Stormwater Management Facilities. The developer shall construct stormwater management facilities adequate to serve the proposed development. These facilities may include curbs and gutters, catch basins and inlets, storm sewers, road ditches, open channels, water retention and detention structures, infiltration/biofiltration basins, and other green infrastructure. All such facilities shall be of adequate size and grade to hydraulically accommodate the design volumes of flow and shall be so designed as to prevent and control soil erosion and sedimentation and to present no hazards to life or property. All stormwater management facilities shall be constructed in accordance with the provisions of the City of Franklin Stormwater Management Ordinance.
 - Detailed Site-Specific Stormwater Management Plan Required. A detailed stormwater management plan consistent with the requirements of <u>Part 8 Improvements and Construction of the 1998 Unified Development Ordinance Chapter 224 of the</u> <u>Municipal Code</u>, Storm Water Management Plan shall be submitted.
 - a. The design criteria, the size, type, grades, and installation of all stormwater management measures shall be in accordance with the plans and standard specifications, including the City of Franklin Design Standards and Construction Specifications.
 - 2. Storm Sewers. The developer shall assume the cost of installing all required storm sewers within the proposed development.
 - 3. Cost Responsibility. The subdivider shall be responsible for all City costs to review the stormwater management plan.
- D. Water Supply Facilities.
 - 1. Adequate Public Water Supply Facilities to be Made Available. When public water supply and distribution facilities are available to the subdivision plat, certified survey map, or condominium or when it is proposed to establish a private water supply and distribution system to serve two (2) or more lots or dwelling units, the Subdivider or Condominium Developer shall cause such public water supply and distribution facilities to be installed in such a manner as to make adequate water service available to each lot within the Subdivision or Certified Survey Map or to each Condominium dwelling unit. Said water supply facilities shall be made available pursuant to City of Franklin Water Utility extension rules and policies.
 - Additional Water Supply Facilities Requirements. When a public water supply is not available, the Common Council may
 allow the subdivider of a subdivision or certified survey map or condominium developer to make provision for adequate private
 water systems as required by the City in accordance with the standards of the State of Wisconsin. In addition:
 - a. Water Laterals to Street Lot Line. The installation of water laterals to the front lot line are required.
 - b. Size, Type, and Installation of Public and Private Water Mains. The size, type, and installation of all public and private water mains proposed to be constructed shall be in accordance with plans and standard specifications, including the City of Franklin's public water supply comprehensive system plan and the City of Franklin Design Standards and Construction Specifications.
 - c. Costs of Installing Water Mains, Water Laterals, Water System Appurtenances or Wells. The Subdivider or Condominium Developer shall assume the cost of installing all water mains, water laterals, water system appurtenances or wells within the proposed subdivision, Certified Survey Map or Condominium except for the added cost of installing public water mains greater than eight inches in diameter pursuant to City of Franklin Water Utility extension policies. The cost of such larger water mains or other water system-related facilities shall be pursuant to City of Franklin Water Utility extension rules and policies.
 - d. Installation of Water Main. The Subdivider or Condominium Developer shall install water mains in accordance with this Ordinance and specifications of the City, including the City of Franklin Design Standards and Construction Specifications. For all residential development (except Certified Survey Maps abutting existing public street rights-of-way), all water mains shall be extended to the farthest property line of any property served which shall include the full property frontage along a public street right-of-way.
- E. Other Utilities. The Subdivider or Condominium Developer shall cause appropriate utilities such as gas, electrical power, cable television, and telephone facilities to be installed in such a manner as to make adequate service available to each lot in the subdivision or Certified Survey Map and to each dwelling unit in a Condominium. No such electrical, cable television, or telephone service shall be located on overhead poles. In addition, plans indicating the proposed location of all gas, electrical power and

City of Franklin Unified Development Ordinance Update

telephone, and distribution and transmission lines required to service the subdivision, certified survey map, or condominium shall be approved by the City.

15-8-07. Soil Erosion, Sediment Control, and Clearing

- A. Protective and Rehabilitation Measures Required. The Plan Commission shall require the Subdivider or Condominium Developer to provide or install certain protection and rehabilitation measures to prevent soil erosion and sedimentation in conformance with <u>Part 8 Improvements and Construction of the 1998 Unified Development Ordinance</u> Chapter 223 of the Municipal Code- and the City Engineer's "Standards and Specifications for Development."
- B. Tree Cutting and Shrubbery Clearing Limitations. Tree cutting and vegetation clearing shall be conducted in strict accordance with the requirements set forth in this Ordinance for the specified zoning district, the limitations set forth in this Ordinance for natural resource features protection, the approved Erosion and Sedimentation Control Plan prepared under Part 8 Improvements and Construction of the 1998 Unified Development Ordinance Chapter 223 of the Municipal Code, and where applicable, the approved "Natural Resource Features Protection Plan" for the property as described in Article 7 of this UDO.
- D. Maximum Width of Paths and Trails in Wooded and Wetland Areas. Paths and trails in wooded and wetland areas shall not exceed ten (10) feet in width unless otherwise approved by the Plan Commission and shall be so designed and constructed as to result in the least removal and disruption of trees and shrubs and the minimum impairment of natural beauty. Any easements for such paths and/or trails shall meet those minimum requirements as set forth in Article 7 of this Ordinance.
- E. Earth Moving. Earth moving, such as grading, topsoil removal, mineral extraction, stream course changing, road cutting, waterway construction or enlargement, removal of stream or lake bed materials, excavation, channel clearing, ditching, drain tile laying, dredging, and lagooning, shall be so conducted as to prevent soil erosion and sedimentation and to least disturb the natural fauna, flora, water course, water regimen, and topography (also see <u>Part 8 Improvements and Construction of the 1998 Unified</u> Development Ordinance Chapter 223 of the Municipal Code of the City).
- F. Review of the Conduct of Cutting, Clearing, and Earth Moving. Review of the conduct of cutting, clearing, and earth moving may be requested of the County Soil and Water Conservation District, the State District Fish and Game Managers, and the State District Forester by the Zoning Administrator or the Plan Commission as they deem appropriate.

15-8-08. Construction

- A. Commencement. No construction or installation of improvements shall commence in a proposed Preliminary Plat, Certified Survey Map, or Condominium until said Preliminary Plat, Certified Survey Map, or Condominium has been approved by the Common Council and the City Engineer has given written authorization to commence work and a pre-construction meeting has been held. Inspection fees shall be required as specified in o the fees specified in the City Fee Schedule, which is adopted by the Common Council. All construction standards in Part 8 Improvements and Construction of the 1998 Unified Development Ordinance Chapter 220 of the Municipal Code shall apply.
- B. Existing Trees and Vegetation. The Landscape Plan and Natural Resource Protection Plan shall detail all measures to retain and protect existing trees, vegetation, paths and trails, and drainageways. No Subdivision Plan shall be approved unless the Plan Commission has approved a Landscape Plan, Erosion and Sedimentation Control Plan, and/or Natural Resource Protection Plan pursuant to the standards of this Ordinance.
- C. Review of Plans and Specifications by City Engineer; Authorization and Inspection.
 - As set forth in Chapter 220 of the Municipal Code, the City Engineer shall review or cause to be reviewed the plans and specifications for conformance with the requirements of this Ordinance and other pertinent City Ordinances and design standards approved by the City Engineer. If the City Engineer rejects the plans and specifications, the City Engineer shall notify the Subdivider or Condominium Developer who shall cause the modification of the plans or specifications or both accordingly. When the plans and specifications are corrected, the City Engineer shall approve the plans and specifications.
 - No work covered by the approved plans and specifications may commence or proceed except in accordance with the standards and requirements of the Municipal Code.

City of Franklin Unified Development Ordinance Update

 Completion of the Construction of Required Improvements. The construction of all improvements required by this Ordinance shall be completed within two years from the date of the Common Council approval of the Preliminary Plat, Certified Survey Map, or Condominium.

D. Financial Sureties Required.

- Form of Financial Sureties. Financial sureties furnished to the City Attorney by Subdividers or Condominium Developers (as applicable) to ensure performance of obligations and guarantees under the terms of this Ordinance shall only be in a form which the City deems secure, and may include certified checks, irrevocable letters of credit in a form approved by the City Attorney.
 - a. Determination of Financial Surety Amount. The amount of financial surety shall be one-hundred ten (110) percent of the City Engineer's estimated full amount of the obligation being ensured (including the costs of inspection), nor for less a period than the work is scheduled to be completed, however, the City shall allow reductions in the amount of the financial surety in proportion to the amounts of the obligations as they are fulfilled.
 - b. Disputes Over the Amount of Financial Sureties. In a dispute over the amount of a surety, the estimate prepared by the City Engineer shall be given the greater weight.
- 3. Criteria for Determining Subdivider's or Condominium Developer's Delinquency in Meeting Requirements. The City Engineer shall give notice by registered mail to the Subdivider or Condominium Developer and the Subdivider's or Condominium Developer's surety, of such delinquency, said notice to specify the corrective measures required if the Subdivider or Condominium Developer:
 - a. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the completion of said work within the specified time; or
 - b. Performs the work unsuitably, as determined by the City Engineer; or
 - c. Neglects or refuses to supply materials or to perform anew such work as shall be rejected as defective and unsuitable; or
 - d. Discontinues the execution of the work; or
 - e. For any other cause whatsoever does not carry on the work in an approved manner.
- 4. Guarantee of Improvements. The Subdivider or Condominium Developer shall guarantee all improvements for a period of one year from the date of the acceptance of improvements by the City. To assure such improvement guarantee, the Subdivider or Condominium Developer shall provide an amount of financial surety (performance bond or letter of credit) not to exceed ten (10) percent of the construction value of said improvements.
- Common Council Action. After said notice, the Common Council shall call upon the performance guarantee to have the work completed in accordance with the terms of the performance guarantee.

15-8-09. Cluster Development

- A. Cluster development is allowed in residential subdivisions in the R-C, R-SE, and R-SR Districts to encourage and accommodate in a unified project, creative and imaginative approaches to development that preserve sensitive natural areas.
- B. Resources to be Conserved. To qualify for cluster development any land located in a special flood hazard area, as determined by the Federal Emergency Management Agency, shall be placed in a conservation easement.
- C. Maximum Density per Acre. The gross density of a cluster development shall not exceed the maximum dwelling units per acre detailed in Table 15-8-09(C).

Table 15-8-09(C) Maximum Density per Acre			
District Maximum Density			
R-C	4.35 dwelling units/acre	1	
R-SE	2.42 dwelling units/acre		
R-SR	4.35 dwelling units/acre		

Commented [RM9]: Lower density of the R-C District to 1.5 dwelling units per acre for consistency with district intent as discussed in cover memo.

- D. Maximum Dimensional Standards Reduction. The dimensional standards established in Article 3 may be reduced by thirty (30) percent or by the cumulative total land area to be placed in a conservation easement, whichever is less.
- E. **Density Bonus.** The maximum gross density per acre, per district, may be exceeded by a maximum of thirty (30) percent if a minimum of one (1) of the following sensitive natural areas are placed in a conservation easement. The maximum allowed density bonus shall be as determined by the Common Council and shall be directly tied to the amount of land area placed in a conservation easement.
 - 1. Wetlands,
 - 2. Oak Savanna landscapes,
 - 3. Mature tree stands,
 - 4. Prime farmland,
 - 5. SEWRPC Environmental Corridors and Isolated Natural Resource Areas,
 - 6. Critical habitat, and/or
 - 7. Other as recommended by the Plan Commission and approved by the Common Council.

City of Franklin Unified Development Ordinance Update

15-8-10. Anti-Monotony Standards

A. Building Variety Standards.

- No new single-family or duplex dwelling units shall be similar in appearance to any other single-family detached or duplex dwelling units within three (3) units on either side of the subject property or on any of the five (5) units across the street from the subject property.
- On cul-de-sac turnarounds, no single-family or duplex dwelling shall be similar in appearance to another dwelling fronting on the turnaround.
- B. Similarity Standards. Any two (2) dwelling units shall be considered similar in appearance if they are identical or nearly identical to one another in any three (3) of the following characteristics as determined by the Plan Commission and Common Council:
 - 1. Roof type (gable, hip, mansard, gambrel, flat, combination);
 - 2. Roof height;
 - 3. Approximate dimensions (height and length) of the front wall closest to the front lot line;
 - 4. Shape of the front elevation silhouette;
 - 5. Relative location and size of windows on the front elevation;
 - 6. Relative location and dimensions of garage door(s), if included on the front elevation; and
 - 7. Type(s) of exterior building cladding materials on the front elevation.

15-8-11. Park and Recreation Land and School Site Dedication

A. Park and Recreation Land Dedication. In order to ensure that sites for public open spaces and parks, playgrounds and other recreational and municipal facilities may be properly located and preserved as the City of Franklin develops, and in order that the cost of providing public park and recreation sites and facilities necessary to serve the additional families brought into the City by Certified Survey Map, Subdivision, Condominium, any residential Planned Development, and residential uses in a mixed-use Planned Development, or multiple-family development may be most equitably apportioned on the basis of the additional need created by the individual Certified Survey Map, Subdivision, Condominium, residential Planned Development, and residential uses in a mixed Planned Development, or multiple-family development, and pursuant to § 236.45(1) and 62.23(7) of the Wisconsin Statutes, the following provisions are established:

B. Parks, Playgrounds, and Other Recreational and Municipal Facilities.

- Reservation and/or Dedication of Suitable Sites of Adequate Area for Parks and Playgrounds. In the design of a Subdivision Plat, Certified Survey Map, Condominium, any residential Planned Development, and residential uses in a or mixed-use Planned Development, due consideration shall be given to the reservation and/or dedication of suitable sites of adequate area for parks and playgrounds.
 - a. If designated on the County development plan or element thereof, City of Franklin Comprehensive Master Plan, plan component, official map, Comprehensive Outdoor Recreation Plan or planning district plan or neighborhood or subarea development plan, such parks shall be made a part of the Certified Survey Map, Subdivision Plat, Condominium, residential Planned Development, or mixed-use Planned Development.
 - b. If not so designated, consideration shall be given in the location of such sites to the preservation of scenic and historic sites, young or mature woodlands, wetlands, lakes and ponds, watercourses, watersheds, drainageways, steep slopes, and ravines.

City of Franklin Unified Development Ordinance Update Article 8. Subdivision Standards 18

Commented [RM10]: Planning staff suggests to remove this Section for the following:

 The proposed UDO is eliminating the Architectural Review Board.

 Building types are not part of reviews for subdivisions plats.
 Permit review for attesting compliance with this Section would impose a burden on applicants and staff because it requires comparison of proposed designs with eleven surrounding hom (three on both sides and five across the street).

- Selection of Options. The Plan Commission shall, at the time of reviewing the Certified Survey Map, Preliminary Plat, Condominium, residential Planned Development, mixed-use Planned Development, recommend to the Common Council one of the actions detailed in this Section. The Common Council, at the time of reviewing the development and after reviewing the recommendation of the Plan Commission, shall select one of the following options and incorporate same into any approval granted:
 - a. Dedicate open space lands designated on the County development plan or component thereof, City of Franklin Comprehensive Master Plan or plan component, or City of Franklin Comprehensive Outdoor Recreation Plan; or
 - b. Reserve such open space lands and require a Park, Playground and Other Recreational Facility development fee payment pursuant to the fees specified in the City Fee Schedule, which is adopted by the Common Council. or
 - c. Where no open space lands are directly involved, require a Park, Playground and Other Recreational Facility development fee payment pursuant to the fees specified in the City Fee Schedule, which is adopted by the Common Council.

3. Exemptions.

- a. Subject to the requirements and provisions of City's Fee Schedule, where a lot, parcel or dwelling unit for which dedication or fee in lieu of dedication has once been paid is further divided or additional dwelling units created dedication or payment in lieu of dedication shall be required only for the additional lots, parcels, or dwelling units created.
- b. No lot or dwelling unit which is fully developed for residential purposes at the time of the creation of the Subdivision, Certified Survey Map, Condominium, residential Planned Development, and residential uses in a mixed-use Planned Development shall be required to pay a Park, Playground and Other Recreational Facility development fee.
- c. Lots or parcels designated as outlots, as defined by this UDO, shall not be counted as lots or parcels for which a land dedication is required or to provide a fee in lieu of dedication. Lots or parcels designated as outlots may, however, be dedicated or reserved as public sites as long as their intended public use is so designated on the face of the Subdivision Plat, Certified Survey Map, Condominium, any residential Planned Development, and residential uses in a mixed-use Planned Development.

4. Dedication/Reservation of Site Option.

a. Determination of the Amount of Land to be Dedicated. Whenever a proposed playground, park, or other public recreational or open space land designated on the County's development plan or element thereof, City of Franklin Comprehensive Master Plan, Comprehensive Outdoor Recreation Plan, or neighborhood development or subarea plan, or other comprehensive plan component is encompassed, all or in part, within a tract of land to be divided the publicly designated lands shall be made a part of the Certified Survey Map, Preliminary Plat, Condominium, any residential Conditional Use, any residential PDD Planned Development District, and residential uses in a mixed PDD Planned Development District, or multiple-family dwelling development and shall be dedicated to the public by the Developer.

b. Dedication of Land.

- Where land has been required by the Plan Commission to be reserved or when the Developer owns other land that has been determined by the Plan Commission to be acceptable for park open space and recreation purposes, the Developer may be required to dedicate such land.
- ii. The representative cash value of the land to be dedicated shall be determined by the City on the basis of full and fair market value of the land to be dedicated. If such determination is not made prior to the time required for the payment of fees, such fees shall be paid as required for other development facilities per the City of Franklin fee schedule;
- iii. The determination as to the feasibility of dedication shall be made by the Plan Commission.
- c. Maximum Period of Land Reservation. Any such proposed lands in excess of the rate established herein shall be reserved for a period not to exceed five (5) years, unless extended by mutual agreement, for purchase by the public agency having jurisdiction at undeveloped land prices. If the lands in excess of the established rate are not acquired

City of Franklin Unified Development Ordinance Update

within the five-year period as set forth herein, the land will be released from reservation to the property owner. If the parties are unable to agree on an acquisition price for said reserved lands, either party may commence an action for declaratory judgment to determine the fair market value of such property and to compel conveyance accordingly; the filing of such action shall toll the expiration of the five-year time period.

- d. Stormwater Detention/Retention Areas or Basins, Wetlands, Shoreland Wetlands, and/or Floodplains Not Qualified for Meeting Land Area Requirements. Areas used or required for stormwater detention or retention areas or basins, wetlands, shoreland wetlands, and/or floodplains shall not qualify for meeting the land area requirements set forth herein for the dedication of suitable public outdoor recreation lands. If such sites are dedicated for public use, they shall be in addition to suitable land area that meets the land area dedication requirements set forth herein.
- 5. Fire Protection, Law Enforcement, Library and Emergency Medical. In order to ensure that sites for fire protection, law enforcement, library and emergency medical are properly located as the community develops, and to ensure that the cost of providing fire protection, law enforcement, library and emergency medical and park, playground and other recreational facilities, necessary to serve the additional residents brought to the community by subdivision development, residential and mixed-use Planned Developments, may be most equitably apportioned on the basis of the additional need created by such development, and pursuant to § 236.45(1) and § 62.23(7), Wisconsin Statutes, the following provisions are established:
 - a. Reservation of Potential Future Sites. In the design of the plat, consideration shall be given to the adequate provision of, and correlation with fire protection, law enforcement, library and emergency medical sites and facilities.
 - b. Reservation Timeframe. When it is determined by the Plan Commission that a portion of the plat is required by such future fire protection, law enforcement, library and emergency medical sites and facilities, the developer may be required to reserve such area for not more than five (5) years, during which the City shall either acquire the property or release the reservation. If the parties are unable to agree on an acquisition price, either party may commence an action for declaratory judgment to determine the fair market value of such property and to compel conveyance accordingly; the filing of such action shall toll the expiration of the five-year time period.
 - c. Fire Protection, Law Enforcement, Library and Emergency Medical and Park, Playground and Other Recreational Sites and Facilities Development Fee Obligation. Within the jurisdiction as set forth in section 15-1-06 of this UDO, the developer shall pay a fee to the City to provide for land and facilities to meet the fire protection, law enforcement, library and emergency medical and park, playground and other recreational needs of the development except as provided in sections 15-8-11(B)(3) and (B)(4)(b)(ii) as they pertain to Park, Playground and Other Recreational Sites and Facilities and section 15-8-11(C)(2)(b).
 - d. The amount of the fee to be paid shall be as established in the City of Franklin fee schedule.
 - e. The fee shall be imposed as a condition of approval of any final plat or certified survey map and development occurring residential Planned Development, and the payment thereof shall be made to the City prior to the issuance of building permits.
 - f. When a lot or parcel for which payment has once been made is further divided, payment shall be required only for the additional lot(s) or parcel(s) created.
 - g. No payment shall be required on any outlot or lot which supports a residential structure existing prior to the approval of the final plat or certified survey map.

6. Suitability.

- a. The location and suitability of all land to be dedicated is subject to review and final acceptance by City of Franklin or the municipality or town in which the lands are located.
- b. Lands unsuitable for residential development or conventional construction methods may be dedicated to fulfill required obligations only upon written approval by the City of Franklin Common Council.

City of Franklin Unified Development Ordinance Update Article 8. Subdivision Standards

20

7. Public Pedestrian Access.

- a. In addition to those requirements set forth under <u>Part 8 Improvements and Construction of the 1998 Unified Development</u> <u>Ordinance Chapter 220 of the Municipal Code</u>, where a Certified Survey Map, Preliminary Plat, Condominium, any residential special use, any residential PDD Planned Development District, and residential uses in a mixed-use Planned Development District, abuts a public use area such as a park, lake, stream, hunting grounds, or any similar type of public recreational area, the Developer, at the discretion of the City of Franklin shall provide a pedestrian access easement at least twenty (20) feet wide at approved distance intervals connecting such public area with a public street.
- b. If it is deemed to be in the public interest by City of Franklin to reserve additional area for proper development of the public access thoroughfare, the Developer shall reserve for acquisition by the City of Franklin or the municipality in which the land is located, a tract of land adjacent to the thoroughfare which, in the judgment of the City of Franklin, will adequately serve the public interest. Such tract shall be reserved for a period of five (5) years from the date of recordation and if not acquired within that time, it shall be released to the owner.
- c. The dedication of land for public purposes, such as parkways or recreational corridors, parks, playgrounds, open space sites, rights-of-way, or easements, becomes effective at the time of approval and/or recording of Certified Survey Map, Preliminary Plat, Condominium, any residential Planned Development, and residential uses in a mixed-use Planned Development.
- d. On lands reserved for eventual public acquisition, no building or development is permitted during the period of reservation.
 - i. The reservation period shall not be longer than five (5) years unless arranged otherwise with the Subdivider.
 - Land so reserved must be clearly delineated and dimensioned on the Final Plat, Certified Survey Map, Condominium, residential Planned Development, or mixed-use Planned Development.
- C. Public School Site Dedication. To properly locate and preserve sites for public schools as the City develops on the basis of the additional need created by the individual certified survey map, subdivision plat, or condominium, the following provisions are established:
 - 1. Reservation of Potential Future School Sites.
 - a. In designing the certified survey map, subdivision plat, or condominium, consideration shall be given to the adequate provision of, and correlation with, public school sites.
 - b. When a certified survey map, subdivision plat, or condominium, is filed with the City for approval, the Zoning Administrator shall notify Franklin Public Schools, Whitnall School District, and Oak Creek-Franklin Joint School District as applicable. When it is determined by the School Board that a portion of the certified Survey Map, subdivision plat, or condominium, is required for such future school sites, or that the Plan Commission determines that a portion of the certified survey map, subdivision plat, or condominium, is so required under the City of Franklin Comprehensive Master Plan, the Subdivider or Condominium Developer may be required to reserve such area for not more than five (5) years, during which time the school district through the City, shall either acquire the property or release the reservation. If the parties are unable to agree on an acquisition price, either party may commence an action for declaratory judgment to determine the fair market value of such property and to compel conveyance accordingly; the filing of such action shall toll the expiration of the five (5) year time period.

City of Franklin Unified Development Ordinance Update

2. Dedication of Land.

- a. Where land has been required to be reserved pursuant to subsection (C)(1) above, or when the subdivider or developer owns other land that has been determined by the Plan Commission and school district to be acceptable for school site purposes, the subdivider or condominium developer may be required to dedicate such land.
- b. The representative cash value of the land to be dedicated shall be determined by the City and subdivider or condominium developer on the basis of full and fair market value of the land to be dedicated. If the value of such land cannot be determined satisfactorily by the City and the subdivider or condominium developer (as applicable), an appraisal board consisting of one appraiser selected by the City at its own expense, one selected by the subdivider or condominium developer at his own expense, and a third selected by the other two (2) appraisers at City expense, shall determine the value upon a consensus of a majority of the Plan Commission. If a majority determination is not made by the appraisal board within forty-five (45) days of the date of selection of the third appraiser, the average of the three appraisals shall be the value.
- c. The determination as to the feasibility of dedication shall be made by the Plan Commission.

Article 9. Administrative Standards and Procedures

15-9-01. General Application Requirements	2
15-9-02. Responsibility for Zoning Procedures	3
15-9-03. Administrative Procedures	6
15-9-04. Site Intensity and Capacity Calculations	11
15-9-05. Board/Commission General Review and Action Procedures	14
15-9-06. Conditional Uses	15
15-9-07. Variance	18
15-9-08. Natural Resource Special Exception	
15-9-09. Map Amendments	
15-9-10. Text Amendments	
15-9-11. Comprehensive Plan Future Land Use Map Amendment	23
15-9-12. Appeal	23
15-9-13. Subdivision Procedures	24
15-9-14. Violations, Penalties, and Remedies	

City of Franklin Unified Development Ordinance Update

Article 9. Administrative Standards and Procedures 1

15-9-01. General Application Requirements

A. Authorization.

- An application for any zoning procedure, except for amendments, may be filed only by the owner or lessee of the property, or by an agent or contract purchaser specifically authorized by the owner to file such application.
- 2. An application for an amendment may be filed by an owner, lessee, agent or contract purchaser of property located in the City or by Common Council, Plan Commission, or the Zoning Administrator.

B. Filing.

- 1. An application for any zoning procedure shall be filed with the Zoning Administrator.
- The application shall be on forms provided by the City either as printed forms available at City Hall or available online on the City's website.
- 3. The application shall be filed in such number as the instructions provide.
- 4. All plans shall be at a scale sufficient to permit a clear and precise understanding of the proposal.
- 5. The application shall include all information, plans, and data, specified in the application requirements manual.

C. Completeness.

- 1. The Zoning Administrator shall determine whether the application is complete.
- 2. If the application is not complete, the Zoning Administrator shall notify the applicant of any deficiencies and shall take no steps to process the application until the deficiencies are remedied.
- 3. Once the Zoning Administrator has determined that the application is complete, the application shall be reviewed and acted upon by the Zoning Administrator or scheduled for consideration at the appropriate meeting.

D. Fees.

- 1. Every application shall be accompanied by the required filing fee as established and modified, from time to time, by the Common Council.
- 2. The failure to pay such a fee when due shall be grounds for refusing to process the application and for denying or revoking any permit or approval for the subject property.
- 3. No fees shall be waived, and no fees shall be refunded except those authorized by the Common Council.
- 4. The Common Council shall adopt the City Fee Schedule by resolution.
- E. Withdrawal of Application. An applicant shall have the right to withdraw an application at any time prior to the decision on the application by a City official, commission, or board. Such withdrawal shall be made in a written statement to the City.
- F. Successive Applications.
 - A subsequent application shall not be reviewed or heard within one (1) year of the date of denial unless there is substantial new evidence available or if a significant error in law or of fact affected the prior denial.
 - 2. Such subsequent application shall include a detailed statement of the grounds justifying its consideration.
 - The Zoning Administrator shall make a determination as to whether the subsequent application is substantially the same as the original application.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

urc

 If the Zoning Administrator finds that there are no grounds for consideration of the subsequent application, they shall summarily and without hearing deny the request.

15-9-02. Responsibility for Zoning Procedures

- A. **Zoning Administrator.** The City Planning and Zoning Administrator of the City of Franklin is designated as the Zoning Administrator of said City, to be responsible for enforcing this UDO. The Zoning Administrator shall have the power and shall see that the provisions of this Ordinance are properly enforced.
 - 1. Duties of the Zoning Administrator. In the enforcement of this Ordinance the Zoning Administrator shall perform the following duties:
 - a. Issue the necessary Zoning Compliance Permits and other permits as provided for in the provisions of this Ordinance and ensure that the provisions of this Ordinance have been complied with.
 - b. Keep an accurate record of all permits and interpretation, numbered in order of issuance, in a record book for this purpose. The Zoning Administrator shall further record the first-floor elevations of any structure erected or placed in the floodplain districts.
 - 2. Authority. In the enforcement of this Ordinance the Zoning Administrator shall have the power and authority for the following:
 - At any reasonable time, and for any proper purpose, to enter upon any public or private premises and make inspection thereof.
 - b. Upon reasonable cause or question as to proper compliance, to revoke any Building or Occupancy Permit and issue cease and desist orders requiring the cessation of any building, moving, alteration, or use which is in violation of the provisions of this Ordinance, such revocation to be in effect until reinstated by the Zoning Administrator or the Board of Zoning and Building Appeals.
 - c. In the name of the City, and with authorization of the Common Council for matters initiated in Circuit Court and without authorization of the Common Council for matters initiated in Municipal Court, commence any legal proceedings necessary to enforce the provisions of this Ordinance or the City of Franklin Building Code including the collection of forfeitures provided for herein.
- B. City Plan Commission. There is hereby established a City Plan Commission for the City of Franklin, Wisconsin, in accordance with § 62.23 of the Wisconsin Statutes.
 - 1. Duties. The City Plan Commission shall have the following functions and duties:
 - a. Make and Recommend a Comprehensive Plan. To make and recommend a Comprehensive Plan for the physical development of the municipality including any areas outside of its boundaries in accordance with § 62.23 of the Wisconsin Statutes.
 - b. Make and Recommend an Official Map. To make and recommend an Official Map to the Common Council in accordance with § 62.23 of the Wisconsin Statutes.
 - c. Prepare and Recommend a Zoning District Plan and Regulations. To prepare and recommend a zoning district plan and regulations to the Common Council in accordance with § 62.23 of the Wisconsin Statutes.
 - d. Prepare and Recommend Land Division Regulations. To prepare and recommend land division regulations to the Common Council in accordance with § 236.45 of the Wisconsin Statutes.
 - e. Changes to the Comprehensive Plan. To make any changes to the Comprehensive Plan they deem necessary or desirable and to recommend any changes or amendments to the Common Council that they deem necessary

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

Commented [RM1]: Retained from current UDO Sec. 15-10.0101

or desirable concerning the Official Map and Official Map Ordinance, Zoning and Land Division provisions of the Unified Development Ordinance, and Fire Prevention Ordinances.

- f. Matters Referred to the City Plan Commission. To consider and report or recommend on all matters referred to them including, but not limited to, Conditional Use Permits.
- g. Variances to the Land Division and Platting Provisions of this Ordinance. The granting of variances to the land division and platting related aspects of this Ordinance shall be the sole charge of the Plan Commission [See State ex rel. Westbrook v. City of New Berlin, 120 Wis.2d 256, 354 N.W.2d 206 (Ct. App. 1984)].
- Hold Public Hearings and Informational Meetings. To hold public hearings and informational meeting on matters referred to the City Plan Commission.

2. Membership of the City Plan Commission

- a. The City Plan Commission shall consist of the Mayor who shall be its presiding officer, <u>two alderpersons an alderman</u> appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, the City Engineer and four citizens, three appointed for three-year terms and one citizen appointed for a one-year term. In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), the Assistant City Engineer shall serve in the membership position of the City Engineer on the City Plan Commission.
- b. Presiding Officer. The presiding officer shall be the Mayor.
- c. Recording Secretary. The Recording Secretary shall be the City Clerk or other person as designated by the City Clerk.
- d. Official Oaths. The official oaths shall be taken by all members in accordance with § 19.01 of the Wisconsin Statutes within 10 days of receiving notice of their appointments.
- e. Terms. Terms for the citizen members shall commence in the first week in May, and each term shall be staggered and each term shall be for a three-year period.
- f. "Statement of Economic Interest" Requirements. Members shall comply with the City of Franklin's "Statement of Economic Interest" policy requirements.

3. Organization.

- The City Plan Commission shall organize and adopt rules for its own government in accordance with the provisions of this Ordinance.
- b. Meetings. Meetings shall be held monthly (at a minimum) and at the call of the Mayor or a majority of the full Commission and shall be open to the public.
- c. Standing and Special Committees. Standing and special committees may be appointed by the Chairman.
- d. Quorum. Quorum shall be four members, but all actions shall require approval of a majority of the full Commission except a motion to adjourn.
- e. Minutes. Minutes shall be kept showing all actions taken, resolutions, findings, determinations, transactions, and recommendations made; and a copy shall be filed with the City Clerk as a public record.
- f. Administrative Procedures and Regulations. The Commission shall keep Administrative Procedures and Regulations to govern the Commission not included herein.
- g. Remote meeting attendance permitted. Plan Commission meetings attendance by way of telephone and/or electronic audio and/or video communication, is permitted for attendance by applicant representative(s) with

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

Commented [RM2]: Revision per ordinance to remove the City Engineer and add an alderperson to the Plan Commission, adopted on Jan 21, 2025.

regard to application items upon a meeting agenda, and also for City retained consultants with regard to subject matter item(s) upon a meeting agenda, provided that live streaming for those meetings is enabled so the public would be able to watch and listen, and provided that the Chairperson for the subject meeting was informed of the remote attendance request at least 48 hours in advance of the start of the meeting, and determined that under the circumstances presented, i.e., travel distance, other scheduled work requirement, or the like, permission for remote attendance is appropriate, at least 24 hours in advance of the start of the meeting.

- C. Board of Zoning and Building Appeals. <u>There is hereby established a Board of Zoning and Building Appeals in the City of</u> <u>Franklin for the purpose of hearing appeals and applications, and granting variations and exceptions to the provisions of this</u> ordinance.
 - <u>Powers.</u> The Board of Zoning and Building Appeals shall have the following powers pertaining to the City of Franklin's zoning regulations and Section 30.03 of The Wisconsin Uniform Building Code of the City of Franklin's Municipal Code:
 - a. Errors. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator or the Director of Inspection Services; and also where it is alleged there is an error in any order, requirement, decision or determination made by the Fire Official, to hear and decide an appeal of such error pursuant to and upon the standards set forth in <u>\$\$ 26.10 and 26.11 of the City of Franklin Municipal Code Section 15-9-12</u>.
 - b. Variances. To hear and grant applications for variances pursuant to the provisions of § 62.23(7)(e) of the Wisconsin Statutes as amended and to hear and grant applications for minor variances pursuant to this section of this Ordinance. Use variances shall not be granted. No variance shall be granted which may vary any term or provision of this UDO as it pertains to any property which is subject to a Conditional Use resolution or a Planned Unit Development or vary any term of such Conditional Use resolution or Planned Unit Development itself, unless the application for such variance is specifically authorized within such Conditional Use resolution or Planned Unit Development ordinance.
 - c. Interpretations. To hear and decide applications for interpretation of the zoning regulations, also to hear and decide disputes relative to the boundaries of the zoning districts.
 - d. Substitutions. To hear and grant applications for substitution of more restrictive nonconforming uses for existing nonconforming uses provided no structural alterations are to be made and the Plan Commission has made a review and recommendation. Whenever the Board of Zoning and Building Appeals permits such a substitution, the use may not thereafter be changed without application.
 - e. Permits. The Board of Zoning and Building Appeals may reverse, affirm wholly or partly, modify the requirements appealed from, and may issue or direct the issuance of the permit.
 - f. Assistance. The Board of Zoning and Building Appeals may request assistance from other City officers, departments, commissions, and boards.
 - g. Oaths. The Chairman of the Board of Zoning and Building Appeals may administer oaths and compel the attendance of witnesses.
 - Membership. The Board of Zoning and Building Appeals shall consist of five members appointed by the Mayor and confirmed by the Common Council. In addition:
 - a. Terms. Terms of the Board of Zoning and Building Appeals shall be staggered three-year periods.
 - b. Chairman. The chairman of the Board of Zoning and Building Appeals shall be designated by the Mayor.
 - c. Alternate Member. Two alternate members of the Board of Zoning and Building Appeals, designated first alternative and second alternative respectfully may be appointed by the Mayor for a term of three years and shall act only when a regular member is absent or refused to vote because of conflict of interest.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

5

Commented [RM3]: Retained from current UDO Sec 15-10.0201.

Commented [RM4]: Revision listed in cover memo for public hearing held on Jan 23.

Commented [RM5]: Retained from current UDO Sec. 15-10.0202.

- d. Zoning Administrator and Building Inspector. The Zoning Administrator shall attend, and the Building Inspector may attend, all meetings of the Board of Zoning and Building Appeals for the purpose of providing technical assistance when requested by the Board.
- e. Secretary. The Zoning Administrator, or Zoning Administrator's assignee, shall be the recording secretary of the Board of Zoning and Building Appeals.
- f. Official Oaths. Official Oaths shall be taken by all members of the Board of Zoning and Building Appeals in accordance with § 19.01 of the Wisconsin Statutes within 10 days of receiving notice of their appointment.
- g. Vacancies. Vacancies of the Board of Zoning and Building Appeals shall be filled for the unexpired term in the same manner as appointments for a full term within one-month of the occurrence of the vacancy.
- "Statement of Economic Interest" Requirements. Members shall comply with the City of Franklin's "Statement of Economic Interest" policy requirements.
- h.i. Decisions. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass, or to effect any variation in such Ordinance.
- Organization. The Board of Zoning and Building Appeals shall organize and adopt rules of procedure for its own government in accordance with the provisions of this Ordinance.
 - a. Meetings. Meetings of the Board of Zoning and Building Appeals shall be held at the call of the Chairman and shall be open to the public.
 - b. Minutes. Minutes of the proceedings of the Board of Zoning and Building Appeals and a record of all actions shall be kept by the Secretary, showing the vote of each member upon every question, the reasons for the Board's determination, and its findings of facts. These records shall be immediately filed in the office of the Board and shall be a public record.

15-9-03. Administrative Procedures

A. Zoning Compliance Permit.

- 1. Purpose and Applicability. In all zoning districts a zoning compliance permit shall be required for any new use or change of use of a building, structure, or land to a use allowed by-right in the governing zoning district and not involving the construction of new buildings or structures, alteration of existing buildings or structures, or other exterior changes to the City. Any use necessitating construction of a new building or structure, addition, accessory structure or any other similar expansion of the use on the site, such as additional parking spaces, except single-family and duplex development shall comply with Site Plan Review of this Ordinance.
- 2. Zoning Administrator Review and Action.
 - The Zoning Administrator shall review the zoning compliance permit application to determine whether it conforms to all applicable provisions of this UDO.
 - b. Based upon their review the Zoning Administrator shall:
 - 1. Issue the Zoning Compliance Permit,
 - II. Issue the Zoning Compliance Permit with conditions,
 - III. Refer the zoning compliance permit application to the Plan Commission for review and approval, or

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

Commented [RM6]: Retained from current UDO Sec. 15-10.0203.

IV. Deny the Zoning Compliance Permit.

- 3. Expiration and Lapse of Approval. A Zoning Compliance Permit shall expire if within six (6) months of the date of issuance of a Zoning Compliance Permit the use has not commenced or that the use has not occupied the structure or location. Upon the showing of a valid cause by the applicant, the Zoning Administrator may grant an extension of such Zoning Compliance Permit for a period not to exceed six (6) months.
- Enforcement. Failure to comply with this Section relating to Zoning Compliance Permits may be enforced pursuant to this Ordinance, or any other provision of law including, but not limited to, revocation of the Zoning Compliance Permit, injunction, or other civil suit.
- B. Site Plan Review.
 - 1. Purpose and Applicability. Site Plan Review is required prior to the issuance of a Certificate of Occupancy to certify compliance with all applicable provisions of this UDO. Site Plan Review shall be required for any development involving construction of a new building, accessory structure, or any other similar expansion such as the construction of additional impervious area or parking spaces. Single-family and duplex residential development shall be exempt from site plan review and shall only require a Zoning Compliance Permit as specified in Section 15-9-03(A) above.
 - 2. Standards of Review.
 - a. Conformity of Use to Zoning District. The proposed use(s) conform(s) to the uses permitted as a Permitted Use in the zoning district.
 - Dimensional Requirements. The dimensional arrangement of buildings and structures conform to the required area, yard, setback, and height restrictions of the UDO.
 - c. Use and Design Provisions. The proposed use conforms to all use and design provisions and requirements (if any) as found in this Ordinance for the specified uses.
 - d. Relation to Existing and Proposed Streets and Highways. There is a proper relationship between the existing and proposed streets and highways within the vicinity of the project to assure the safety and convenience of pedestrian and vehicular traffic. In the case of arterial streets and highways not under the jurisdiction of the City of Franklin, that the applicable highway authority (County, State, or Federal) has been contacted and the needed permits have been obtained and submitted to the City for review.
 - e. Impact on Surrounding Uses. The proposed on-site buildings, structures, and entry ways are situated and designed to minimize adverse effects upon owners and occupants of adjacent properties by providing for adequate design of ingress/egress, and interior/exterior traffic flow, stormwater drainage, erosion, grading, lighting, and parking, as specified by this Ordinance or any other codes or laws.
 - f. Natural Resource Features Protection. Natural features of the landscape are retained to enhance the development on the site, or where they furnish a barrier or buffer between the project and adjoining properties used for dissimilar purposes or where they assist in preserving the general safety, health, welfare, and appearance of the neighborhood. The requirements set forth in Section 15-7-02 are to be met. Where required, a Natural Resource Protection Plan meeting the requirements set forth in Section 15-7-03 has also been submitted for staff and Plan Commission review and approval.
 - g. Required Landscaping and Landscape Bufferyards. Adverse effects of the proposed development and activities upon adjoining residents or owners are minimized by design and installation of landscape bufferyards to provide for appropriate screening, fencing, or landscaping as required in Article 5 of this Ordinance. Where required, a Landscape Plan meeting the requirements set forth in section 15-5-04 has also been submitted for Plan Commission review and approval.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

7

- Provision of Emergency Vehicle Accessibility. Land, buildings, and structures are readily accessible to emergency vehicles and persons with physical disabilities.
- i. Building Location. No building shall be permitted to be sited in a manner which would unnecessarily destroy or substantially damage the beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in the area; or which would unnecessarily have an adverse effect on the beauty and general enjoyment of existing structures on adjoining properties.
- j. Location and Design of On-Site Waste Disposal and Loading Facilities. No on-site waste disposal and/or loading facility shall be permitted to be designed or sited in a manner which would substantially damage the beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in the area; or which would unnecessarily have an adverse effect on the beauty and general enjoyment of the existing structures on adjoining properties.
- k. Consistency with the Intent of the Unified Development Ordinance. The Site Plan is consistent with the intent and purposes of the UDO as established in Article 1 and governing zoning district in Article 2.
- Consistency with the Intent of the Comprehensive Master Plan. The Site Plan is consistent with the public goals, objectives, principles, standards, policies, and urban design criteria set forth in the City-adopted Comprehensive Master Plan or component thereof.
- m. Plan Commission Reserves the Right to Determine a Site Unsuitable for Planned Use. The Plan Commission reserves the right to declare land or structures unsuitable for planned use when Plan Commission review occurs during the site plan review process.

3. Zoning Administrator Review and Action.

- The Zoning Administrator shall review the site plan review application to determine whether it conforms to all applicable provisions of this UDO.
- b. Based upon their review the Zoning Administrator shall:
 - I. Approve the site plan,
 - II. Approve the site plan with conditions, or
 - III. Deny the site plan.
- c. Plan Commission Referral.
 - For any proposed development that results in a change or addition of <u>twenty thousand (20,000)</u> one-hundred thousand (100,000) square feet or more <u>of floor area</u>, the Zoning Administrator <u>shall refer</u> to the Plan Commission for review.
 - The Plan Commission shall then review and approve the site plan, approve the site plan with conditions, or deny the Site Plan in accordance with the standards of Section 15-9-03(B)(2) above.
- 4. Expiration and Lapse of Approval. Except in the case of an approved Planned Unit Development, no site plan approval shall be valid for a period longer than two (2) years unless a Building Permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Zoning Compliance Permit, Conditional Use Permit, or Occupancy Permit is issued and a use commences within that period.
- 5. Site Plan Amendments.
 - a. Determination of Level of Change. Upon receiving a Site Plan amendment application, the Zoning Administrator shall determine whether the amendment is a minor amendment, or a major amendment based on the criteria detailed in subsections c. and d. below.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

8

Commented [RM7]: The Plan Commission recommended approval of the Plan Commission and Zoning Administrator roles presented in this draft UDO for reviewing site plans, temporary uses and planned development districts. With the exception of the threshold for zoning administrator approval of site plans, the Plan Commission recommended 20,000 sf.

Motion carried on March 6, 2025, the vote was 5-0-0 (one abstention).

- b. **Process.** Any minor amendment (as set forth herein) to an approved Site Plan may be submitted to the Zoning Administrator for administrative approval.
- c. Major Amendment. A major amendment is an amendment which results in one (1) of the following:
 - I. A change of five (5) percent or more of the structures' floor area.
 - II. An increase in the off-street parking located on site.
 - III. A ten (10) percent or greater decrease in the façade area covered by exterior building cladding materials that have a minimum quantity required for façades as specified in Article 5.
 - IV. A ten (10) percent or greater increase in the façade area covered by exterior building cladding materials that have a maximum quantity allowed as specified in Article 5.
- d. Minor Amendment. A Minor Site Plan amendment is any change that does not qualify as a major site plan amendment per subsection c. above.
- e. Approval Process. A major amendment to an approved Site Plan shall be considered a new site plan. A minor amendment to an approved Site Plan may be approved by the Zoning Administrator.
- C. Temporary Use Permit.
 - Purpose. A Temporary Use Permit shall be required prior to the establishment of a temporary use per Article 4 of this UDO to certify compliance with all applicable regulations of this UDO and the applicable sections of the building code as adopted by the City.
 - Temporary Use Permit Review Criteria. To approve the issuance of a Temporary Use Permit, the Zoning Administrator shall make an affirmative finding that all applicable provisions of this UDO, the applicable building code, and all other City ordinances are met.
 - 3. Zoning Administrator Action. The application shall be reviewed by the Zoning Administrator to ensure the application conforms to the criteria in Subsection 2 above. Based upon their review, the Zoning Administrator shall:
 - a. Issue the Temporary Use Permit,
 - b. Issue the Temporary Use Permit with conditions,
 - c. Refer to the Plan Commission uses not listed in Article 4, or
 - d. Deny the Temporary Use Permit.
- D. Sign Permit.
 - Purpose. A Sign Permit shall be required prior to the display, construction, erection, or alteration of a sign and its structural components on any property. All signs must comply with Article 6, and the applicable sections of the building code as adopted by the City. All electrical installations associated with the erection and installation of a sign must be done in accordance with the adopted Building and Electrical Codes.
 - 2. Exemptions. Signs exempt from a permit are detailed in Article 6.
 - Sign Permit Review Criteria. To approve the issuance of a Sign Permit, the Zoning Administrator shall make an
 affirmative finding that all applicable provisions of this UDO, the applicable building code, and all other City ordinances
 are met.
 - 4. **Zoning Administrator Action.** The application shall be reviewed by the Zoning Administrator to ensure the application conforms to the criteria in Subsection 3 above. Based upon their review, the Zoning Administrator shall:

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

Q

- a. Issue the Sign Permit,
- b. Issue the Sign Permit with conditions, or
- c. Deny the Sign Permit.
- 5. Expiration and Lapse of Approval. A Sign Permit shall become void, if work authorized under the permit has not been completed within six (6) months of the date of issuance.
- E. Interpretations.
 - 1. Purpose.
 - a. The interpretation authority established by this section is intended to recognize that the provisions of this UDO, though detailed and extensive, cannot, as a practical matter, address every specific situation to which they may have to be applied.
 - b. The Zoning Administrator may issue Interpretations of the provisions of this UDO to clarify the standards or requirements as they relate to a particular type of development on a particular property.
 - c. The interpretation authority established herein is not intended to add or change the essential content of this UDO but is intended only to allow authoritative application of that content to specific cases.
 - Request. The Zoning Administrator may issue an Interpretation at the written request of a petitioner who is proposing to take action requiring the issuance of a permit or certificate. The request for an Interpretation shall set forth the facts and circumstances, a description of the proposed development, and the precise interpretation claimed by the applicant to be correct.
 - 3. Content of Letter. The Interpretation does not itself authorize the establishment of a use but provides guidance for any approvals or permits required by this UDO, and the Interpretation shall be advisory in nature and shall not be binding upon the Plan Commission or the Common Council in their functions under this UDO. The Interpretation shall specify the facts, reasons, analysis, and standards upon which the Interpretation is based.
 - 4. Records. A record of all Interpretations shall be kept on file in the Zoning Administrator's office.
- F. Certificate of Occupancy.
 - Certificate of Occupancy Required. A Certificate of Occupancy to be issued by the Director of Inspection Services or his/her designee shall be required for any of the following, except buildings incidental to agricultural operations other than residences:
 - a. Occupancy and use of a building hereafter erected or enlarged.
 - b. Change in use of an existing building.
 - c. Any change in the use of a nonconforming use.
 - No Occupancy, Use, or Change of Use Shall Take Place. No such occupancy, use, or change of use shall take place until a Certificate of Occupancy has been issued.
 - 3. Undeveloped Land Within Floodplain Districts.
 - a. No undeveloped land within the floodplain districts shall be occupied, developed, or used; and no structure hereafter erected, altered, substantially improved, or moved shall be occupied until the applicant submits to the Zoning Administrator a certification by a Wisconsin registered professional engineer or land surveyor that the floodplain regulations set forth in this ordinance have been fully complied with. Such certification shall include a clear notation of the first-floor elevation of any structure on the site.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

10

- b. Pending the issuance of such certificate, a temporary Certificate of Occupancy may be issued by the Zoning Administrator for a period of not more than six (6) months during the completion of the construction of the building or of alterations which are required under the terms of any law or ordinance. Such temporary certificate may be renewed, but it shall not be construed in any way to alter the respective rights, duties, or obligations of the owner or the City relating to the use or occupancy of the land or building, or any other matter covered by this ordinance, and such temporary Certificate of Occupancy shall not be issued except under such restrictions and provisions as will adequately ensure the safety of the occupants.
- 4. Application for a Certificate of Occupancy. Written application for a Certificate of Occupancy for the use of vacant land, or for a change in a nonconforming use, as herein provided, shall be made to the Director of Inspection Services.
- 5. Issuance of a Certificate of Occupancy. If the proposed use is in conformity with the provisions of this ordinance, the certificate of occupancy shall be issued within three working days after the application for the same has been made, only after the occupancy conforms to this Ordinance and other applicable City Codes, and any lack of conformance to this Ordinance or other codes are corrected.
- 6. Form of Certificate of Occupancy and Permanent Record. Each Certificate of Occupancy shall state that the building or proposed use of a building or land complies with all provisions of this Ordinance. A record of all Certificates of Occupancy shall be kept on file in the office of the Director of Inspection Services and a copy shall be forwarded, on request, to any person having proprietary or tenancy interests in the building or land affected.
- Certificate of Occupancy Not Required for Gas and Electric Utility Uses Issued a Certificate of Public Convenience and Necessity. No Certificate of Occupancy shall be required for gas and electric utility uses which have been issued a Certificate of Public Convenience and Necessity pursuant to § 196.491 of the Wisconsin Statutes as amended.

15-9-04. Site Intensity and Capacity Calculations.

- A. Site Intensity Calculations.
 - Recognition of Distinctive Site Features. This Ordinance recognizes that landforms, parcel size and shape, and
 natural resource features vary from site to site and that development regulations must take into account these
 variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district
 standards set forth for each of the various zoning districts of this Ordinance.
 - 2. Applicability.
 - a. Except as set forth under (2)(b) below, the site intensity and capacity calculations set forth in this Section and the Natural Resource Protection Standards set forth in Article 7 shall apply for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all mixed-use or nonresidential development, and as may be required elsewhere in this Ordinance.
 - b. Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for the construction of single-family and duplex residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998.
 - 3. Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are not Required).
 - a. Notwithstanding any other provision of this Ordinance, Natural Resource Protection and any such related Natural Resource Protection Plan shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for any accessory use structure or accessory use development or for an addition or

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use;

- b. Determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee
- c. For any Primary and Secondary Environmental Corridors and Isolated Natural Resource Areas defined by the Southeastern Wisconsin Regional Planning Commission that are located on the site by the City Engineer or designee, but whose nearest boundary lies more than 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent adverse impacts. The Plan shall be subject to approval by the Plan Commission and shall be implemented as a condition of application approval.
- 4. Calculation of Area of Natural Resource Protection Land.
 - a. All land area with those natural resource features as described in Section 15-7-02 of this Ordinance shall be measured relative to each natural resource feature present, as set forth in Section 15-7-02, Natural Resources Features Determination.
 - b. The total area of Natural Resource Protection Land shall be defined as the net land surface area lying within the boundaries of one or more natural resource features, as set forth in Table 15-9-04(A)(4), Calculation of Natural Resource Protection Land Area. Land surface area where two or more natural resource features overlap shall be counted only once for purposes of determining the area of resource protection land. A map shall be submitted with the Natural Resource Protection Plan pursuant to Article 7 indicating the boundaries of each natural resource feature, the size of each feature, and the total area of the site lying within the boundaries of at least one natural resource feature.
 - c. The land surface area of each natural resource feature permitted to be disturbed and where approved, compensated, pursuant to Section 15-7-03 shall be used to determine the extent of compensation required, as set forth in Table 15-7-03, City of Franklin Natural Resources Compensation Ratios.

Resource/Feature	Total land surface area of each Natural Resource feature (acres or square feet; use throughout)
a. SEWRPC Primary Environmental Corridor	
b. SEWRPC Secondary Environmental Corridor	
c. SEWRPC Isolated Natural Resource d. Surface Water or Wetland Buffer	
e. Woodland or Forest	
f. Wetland	
g. Degraded Wetland	
h. Lake or Pond	
i. Gross land surface area of natural resource features j. Net Natural Resource Protection Land - Total area of the site	(i) = Sum of (a) through (h) above
lying within the boundaries of at least one Natural Resource feature (a) through (h)	Determine from map; total surface area lying within at least one Natural Resource Feature

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

12

5. Calculation of Base Site Area. The base site area shall be calculated as indicated in Table 15-9-04(A)(5) for each parcel of land for which development approval is sought that is not exempted under Section 15-3-03.

Step	Land Area to Be Determined Calculation	Area (Square feet or acres; use throughout)
	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property	
b	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites	
с	Land reserved for open space as part of a previously approved development or land division	
d	Land area to be reserved for parks and schools	
е	Net Natural Resource Protection Lands, row (j) from Table 15-3-01	
f	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}	

 Calculation of Site Intensity and Capacity for Residential Uses in Residential Zoning Districts. The maximum number of dwelling units that may be permitted on a parcel of land in a residential zoning district, as defined in Section 15-2-02, shall be determined using the Base Site Area for Development, row (f) of Table 15-9-04(A)(5), as set forth in Table 15-9-04(A)(6) below:

Table 15-9-04(A)(6): Calculation of Site (Capacity For Residential Uses	
Land Area to Be Determined	Area (SF or acres; use throughout)	
a. Net Buildable Area for Development, Ro	w (f) from Table 15-9-04(A)(5)	a = row (f), Table 15-9-04(A)(5)
For multi-family units, if proposed:		1
b. Number of units proposed:	c. Minimum lot area per unit (from Section 15-3-01)	d = (b) x (c) Minimum land area required:
For single-family units, if proposed:		
e. Number of units proposed:	f. Minimum lot area per unit (from Section 15-3-01)	g = (e) x (f) Minimum land area required:
Total minimum land area required shall no check that $(h) < (a)$	t exceed net buildable area for development;	h = (d) + (g) Total minimum land area required:

Article 9. Administrative Standards and Procedures

13

15-9-05. Board/Commission General Review and Action Procedures

A. Summary of Board/Commission Review and Approval Procedures. Table 15-9-06(A) summarizes the Board and Commission Review and Approval procedures and identifies the appropriate boards or commissions that serve as recommending or decision-making bodies.

Petition Review Procedure	Environmental Commission	Plan Commission	Common Council	Board of Zoning and Building Appeals
Conditional Use Permit		R*	D	
Major Conditional Use Permit Amendment		R*	D	
Vanance				D*
Natural Resource Special Exception	R	Đ <u>R</u> *	Ð	
Map Amendment		R*	D	
Text Amendment		R*	D	
Comprehensive Master Plan Future Land Use Amendment		R	D*	
Appeal				D*
Minor Land Division		R/D	D	
Land Combination		R	D	
Subdivision		R	D	
Key.	and the second second			T.
R = Recommending Body				
D = Decision Making Body				
* = Public Hearing Required				

Commented [RM8]: Revised as recommended by the Plan Commission on April 3, 2025.

B. Notice Requirements. Table 15-9-06(B) summarizes the required method for each type of required notice. All notices shall be made in compliance with Chapter 985 of the Wisconsin Statutes. Require written notice shall be delivered by regular mail to all owners of properties or portions of properties within five hundred (500) feet of the boundary of the property or properties involved in the application, mailed not less than ten (10) days prior to the hearing.

Procedure	Publishe		
	Class 1	Class 2	Written Notice
Conditional Use Permit		•	•
Major Conditional Use Permit Amendment		•	•
Variance	•		•
Natural Resource Special Exception		•	•
Text Amendment		•	
Map Amendment		•	•
Appeal	•		
Key			
 = Required form of notice 			
Notes			

City of Franklin

Unified Development Ordinance Update

Article 9. Administrative Standards and Procedures

14

C. Recording of Documents. Recording of documents as required by the City in instances of subdivision, consolidation, amendment, or Planned Unit Development or otherwise required by state statutes, shall be completed by the Zoning Administrator in a timely manner and at the expense of the applicant. Notice of all fees shall be furnished to the applicant by the Zoning Administrator and paid prior to the recording of documents.

15-9-06. Conditional Uses

- A. General. It is recognized that there are uses which, because of their unique characteristics, cannot be properly classified in any particular zoning district or districts without consideration, in each case, of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location. Such conditional uses fall into two categories:
 - 1. Uses publicly operated or traditionally affected with a public interest.
 - 2. Uses entirely private in character but of such an unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.
- B. Compliance With State Statute. Applications for a Conditional Use shall be filed with, noticed, considered, and acted upon by the City of Franklin in compliance with Wisconsin State Statute as specified in Subchapter 60.61 (4e) of Wisconsin Statutes as amended.
- C. Initiation of Conditional Uses. Any person owning or having an interest in the subject property may file an application to use such land for one or more of the conditional uses provided for in this UDO and in the zoning district in which the land is situated.
- D. Application for Conditional Uses A conditional use application for a conditional use, or for the expansion of an existing conditional use or change of use, shall be filed with the Zoning Administrator or designee on an application form prescribed by the Zoning Administrator.
- E. Notice Required.
 - At least ten (10) days in advance of the Plan Commission hearing, but not more than thirty (30) days, a Class 2 notice as specified in Chapter 985 of the Wisconsin Statutes specifying the time and place of such hearing shall be published in a newspaper of general circulation in the City of Franklin.
 - 2. Written notice of the public hearing shall also be delivered by regular mail to all owners of properties or portions of properties within five hundred (500) feet of the boundary property or properties involved in the application, mailed not less than ten (10) days prior to the hearing, with the ownership to be determined by the records on file in the Office of the City Assessor; notice to one of joint or in-common owners being notice of all.
 - 3. The Common Council shall request a review of each such conditional use in the floodplain districts by the Wisconsin Department of Natural Resources (DNR). Final action on floodplain applications shall not be taken for at least thirty (30) days or until DNR has made its recommendations, whichever comes first. A copy of all decisions relating to conditional uses in the floodplain districts shall be transmitted to DNR within ten (10) days of the effective date of such decision.

Commented [RM9]: Revisions to this subsection per feedbac from Mrs. Gindt.

15

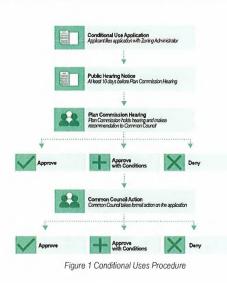
- F. Plan Commission Hearing. Upon receipt in proper form of the application and statement referred to above, the Plan Commission shall hold at least one (1) public hearing. At the close of the public hearing the Plan Commission shall recommend to Common Council to:
 - 1. Approve the Conditional Use Permit,
 - Approve the Conditional Use Permit with conditions, or
 - 3. Deny the Conditional Use Permit.
- G. Common Council Action. For each application for a conditional use, the Plan Commission shall report to the Common Council its findings and recommendations, including the stipulations of additional conditions and guarantees that such conditions will be complied with when they are deemed necessary for the protection of the public interest. The Common Council shall:
 - 1. Approve the Conditional Use Permit,
 - Approve the Conditional Use Permit with conditions, or
 - 3. Deny the Conditional Use Permit.
- H. Protest Petition, In the event of written protest against any proposed conditional use, duly signed and acknowledged by the owners of twenty (20) percent or more either of the areas of the land included in such proposed amendment, or by the owners of twenty (20) percent or more of the area of the land immediately adjacent extending one-hundred (100) feet therefrom, or by the owners of twenty (20) percent or more of the land directly opposite thereto extending one-hundred (100) feet therefrom, or by the owners of twenty (20) percent or more of the subject property, such conditional use shall not be granted except by the favorable vote of three quarters (3/4) of all the members of the Common Council.
- I. General Standards For Conditional Uses. In considering an application for a conditional use permit the Plan Commission and Common Council shall review the responses by the applicant to the standards set forth below.
 - 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 UDO 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.
 - 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.
 - Compatibility 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.
 - 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

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

Commented [RM10]: According to Wis. Stat. § 62.23(7)(de) Conditional use permits.

2. a. If an applicant for a conditional use permit meets or agrees I meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city sha grant the conditional use permit. Any condition imposed must b related to the purpose of the ordinance and be based on substanti evidence.

Therefore, if a conditional use application meets the ordinance requirements, it should be entitled to approval.



and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

- Adequate Circulation. 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.
- 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. This criterion shall be deemed to have been met with respect to natural features upon approval by the Plan Commission of a Natural Resource Protection Plan for the proposed use.
- J. Effect of Denial of a Conditional Use. No application for a Conditional Use which has been denied wholly or in part by the Common Council shall be resubmitted for a period of one (1) year from the date of said order of denial.
- K. Revocation. In any case where a conditional use has not been established within two (2) years after the date of granting thereof, then without further action by the Plan Commission or the Common Council, the conditional use authorization shall be null and void. The criteria for determining establishment of a conditional use may be set forth by the Common Council in the approving conditional use Resolution.

L. Amendments to Approved Conditional Uses.

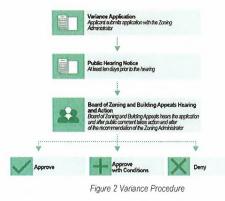
- Determination of Level of Change. Upon receiving a Conditional Use amendment application, the Zoning Administrator shall determine whether the amendment is a minor amendment, or a major amendment based on the criteria detailed in Sections 15-9-07(L)(a) and (b) below.
 - a. Major Amendment. A major amendment is any proposed change to an approved Conditional Use that results in one or more of the following:
 - I. Increase in the intensity of the site's use, including:
 - A five (5) percent increase in impervious surface or modification to the approved stormwater management plan.
 - ii. Request for hours of operation before 8 am or after 6 pm.
 - iii. Additional noise, glare, odor, or other impacts that are detectable from off-site
 - b. Minor Amendment. A minor amendment is any proposed change to an approved Conditional Use that is consistent with the standards and conditions upon which the Conditional Use was approved, which does not alter the concept or intent of the Conditional Use, and which is not considered a major amendment as detailed in 15-9-07(L)(1)(a) above.
 - c. Approval Process. A major amendment to an approved Conditional Use shall follow the procedure for a Conditional Use approval set in 15-9-07(L)(1)(a) above. A minor amendment to an approved Conditional Use may be approved by the Zoning Administrator.

15-9-07. Variance

- A. Purpose. The Variance process is designed to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this Ordinance that create practical difficulties or particular hardships. A Variance may be granted for practical difficulties or particular hardships resulting from the strict application of the regulations of this Ordinance.
- B. Applicants Receiving Variances in Floodplains. Pursuant to Federal regulations set forth in 44 CFR Part 60.6(5), applicants receiving variances in floodplains shall be notified, in writing, by the Board of Zoning and Building Appeals that increased flood insurance premiums and increased threat to life and property may result from the granting of the variance. The Board shall keep a record of the notification in its files.
- C. Variance Review Criteria. In determining whether a Variance should be granted, the Board of Zoning and Building Appeals must consider whether the practical difficulty or unnecessary hardship claimed by the applicant was created by the applicant and take into account the nature of the hardship. No Variance shall be granted unless the Board of Zoning and Building Appeals makes all the following findings:
 - 1. The application of the ordinance to the particular piece of property would create an unnecessary hardship;
 - 2. Such conditions are peculiar to the particular piece of property involved;
 - Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive master plan; and
 - 4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship.

D. Hearing on Application.

- Upon receipt of an eligible application for a variance, the Board of Zoning and Building appeals shall hold a public hearing on the application. Notice of the time, place and purpose of such hearing shall be given by publication of a Class 1 Notice, pursuant to Ch. 985 of the Wisconsin Statutes.
- 2. The time, place and purpose of such hearing shall also be delivered by regular mail to the applicant and to all owners of properties or portions of properties within five-hundred (500) feet of the property or properties described in the application, mailed not less than ten (10) days prior to the hearing, with the ownership to be determined by the records on file in the Office of the City Assessor; notice to one of joint or in-common owners being notice to all.
- E. Board of Zoning and Building Appeals Hearing and Action. The Board of Zoning and Building Appeals shall review the application for a Variation, hold a public hearing, and after consideration of the recommendation of the Zoning Administrator, recommendation of the Zoning Administrator and public comment received either:
 - 1. Approve the Variation,
 - 2. Approve the Variation with conditions, or
 - 3. Deny the Variation.
- F. Effect of Denial. No application for a variation shall be filed by the property owner which is identical or substantially similar to the requested variation which has been denied within one (1) year of the date of the denial.



City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

18

15-9-08. Natural Resource Special Exception

- A. Natural Resource Protection Plan Review Procedures.
 - Staff shall make a recommendation to the Environment Commission as to the completeness of a Natural Resource Protection Plan and the sufficiency of proposed restoration and compensation, based on the standards and procedures set forth in Article 7 and the City of Franklin Natural Resource Guidance.
 - 2. The Environment Commission shall make a further recommendation to the Plan Commission following its review of the Natural Resource Protection Plan.
 - The Natural Resource Protection Plan and Compensation/Restoration Plan, if applicable, shall be incorporated into the findings of fact and decision for the project and shall be binding on all future approvals, subject to any amendments approved under the provisions of this Article.
 - 4. Technical Review.
 - a. Where the Plan Commission determines that there is a material dispute as to the nature, location, extent, or quality of one or more natural resources present, or on the viability or approach to compensation and restoration proposed, the Plan Commission may contract for review of the Natural Resource Protection Plan by a qualified professional. [note: under the City's current provisions for a special exception applicants are charged for these costs; see 15-9-09(B)(2)(e)(iii) below]
 - b. The objective of any such review shall be limited to establishing a factual basis for determining whether a Natural Resource Protection Plan and any proposed compensation and restoration meets the objective standards and ratios in this Article and in the City of Franklin Natural Resource Guidance.
- B. Special Exception.
 - 1. Applicability. A Special Exception to the provisions of this Article shall be required for:
 - a. Any construction or permanent impacts to SEWRPC Primary or Secondary Environmental Corridors, SEWRPC Isolated Natural Resource Areas, federal jurisdictional wetlands, Shoreland Wetlands, surface waters, and surface water or wetland buffers required under Section15-7-02(A)(3)(a) for federal jurisdiction wetlands, shoreland wetlands, or surface waters.
 - b. Any reduction in the required compensation ratios in Table 15-07-03;
 - c. Any modification of the financial surety requirements in Section 15-7-04(B); or
 - d. Any appeal of a determination of a Natural Resource Feature pursuant to Section 15-7-02.
 - Plan Commission Review, Upon recommendation by Staff and the Environmental Commission, the Plan Commission may grant a Special Exception to the provisions of this Article in accordance with the procedures in this Section.
 - Burden of Proof. The applicant shall have the burden of proof to present evidence sufficient to support the findings required under sub. 2 below.
 - A minimum of one (1) Class II Public Hearing shall be required. The Class II Public Hearing shall be conducted by the Plan Commission.
 - c. Criteria for Approval. A Special Exception may be granted only upon a finding by the Plan Commission:
 - That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection (i) does not apply to an application to improve or enhance a natural resource feature); and
 - ii. Compliance with the strict provisions of this Article will:

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

Commented [RM11]: The Plan Commission recommended approval of this section as presented. Motion carried on March 6, 2025, the vote was 5-0-0 (one abstention).

- Be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives; or.
- b) Unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives; and
- The Special Exception, including the specific compensation measures in the Natural Resource c) Protection Plan and physical modifications to the site to protect other Natural Resources, including any conditions imposed under this Section will:
 - (i) Enhance the overall character of the resulting development in a manner consistent with the planned character of the area and site; and
 - (ii) Not effectively undermine the ability to apply or enforce the requirement with respect to other properties; and
 - (iii) Be in harmony with the general purpose and intent of the provisions of this Article; and
 - (iv) Incorporate sufficient monitoring, conditions, and financial sureties to ensure preservation and enhancement of Protected Areas and compensation areas; and
 - (v) Preserve or enhance the quality of the natural resources affected.
- d. Review Criteria. In making its recommendation, the Plan Commission shall consider factors such as:
 - The impact on physical characteristics of the property, including but not limited to, relative placement of i. improvements thereon with respect to property boundaries or otherwise applicable setbacks;
 - Any exceptional, extraordinary, or unusual circumstance or conditions applying to the lot or parcel, structure, ii. use, or intended use that do not apply generally to other properties or uses in the same district;
 - The proposed degree of noncompliance with the requirement of this Article to be allowed by the Special ίΪΪ. Exception;
 - iv. The project's proximity to and character of surrounding property;
 - Purpose of the zoning district of the area in which property is located and neighboring area; and V
 - vi. Any potential for negative effects upon adjoining property from the Special Exception if authorized.
- Conditions of Special Exception. Any Special Exception granted under the authority of this Section shall be e. conditioned upon the applicant first obtaining all other necessary approval(s) from all other applicable governmental agencies and shall also set forth conditions that the Plan Commission deems necessary, including, but not limited to, conditions that:
 - i. Prescribe the duration of the Special Exception (i.e., permanent, a specified length of time; or a time period during which the property is owned or occupied by a particular person);
 - ij. Require additional compensation and restoration beyond measured proposed in the Natural Resource Protection Plan, provided such measures are related to and roughly proportional with the degree of impact authorized.
 - iii. Require payment or reimbursement by the applicant to the City of any costs, expenses, professional fees (including the fees of a person recognized with knowledge and experience in natural systems) or legal fees reasonably incurred by the City in reviewing or processing the application for Special Exception. The Plan Commission may also require the posting of a bond or letter of credit to cover the costs of such expenses

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

20

and fees. An applicant may obtain the review of the under this Subsection pursuant to Section 15-9-10 of this Ordinance.

15-9-09. Map Amendments

- A. Purpose. The Zoning Map may be amended from time to time by ordinance, in accordance with the state statute. The amendment process is intended to adjust this UDO in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.
- B. Map Amendment Review Criteria. The following review criteria shall be considered in the review and action on Map Amendment applications.
 - 1. The proposed map amendment is consistent with the City of Franklin Comprehensive Master Plan and other adopted policies of the City.
 - 2. Major land uses, conditions or circumstances have changed since the UDO was adopted or amended.
 - 3. Sites do not exist for the proposed use in existing districts permitting such use.
 - The requested map amendment is compatible with the existing uses, development patterns and zoning of nearby properties.
 - 5. The present development of the area complies with existing ordinances.
 - The existing zoning imposes an unreasonable hardship and a reasonable economic benefit cannot be realized from uses permitted by the existing zoning.
 - The proposed map amendment does not conflict with existing or planned public improvements or will not adversely impact schools, parks or other public facilities.
 - The natural environment or traffic patterns in the vicinity will not be adversely affected in a manner inconsistent with the planned character of the area.
 - 9. The proposed map amendment is not detrimental to the health, safety and welfare of the neighborhood or of the City as a whole.

C. Hearing and Notice Required.

- 1. The Plan Commission shall hold a public hearing upon each proposed change or amendment giving notice of the time and place of such hearing by publication in the City of a Class 2 notice under Chapter 985 of the Wisconsin Statutes.
- 2. Written notice of the public hearing shall also be delivered by regular mail to all owners of properties or portions of properties within five hundred (500) feet of the boundary of the property or properties involved in the application, mailed not less than ten (10) days prior to the hearing, with the ownership to be determined by the records on file in the Office of the City Assessor; notice to one of joint or in-common owners being notice to all.
- 3. At least ten (10) days prior written notice shall be given to the clerk of any municipality within one-thousand (1,000) feet of any land to be affected by the proposed change or amendments. Due notice of all public hearings on petitions for changes to the floodplain districts or amendment to the regulations affecting the floodplain districts shall be transmitted to the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
- 4. Amendments to the floodplain district boundaries or regulations shall not become effective until approved by the DNR and the FEMA. In the case of floodplain district boundary changes, an official letter of map amendment from the FEMA shall also be required and the provisions set forth in Floodplain Ordinance of the City of Franklin. Only statutorily required notice is to be given for text amendment applications; written and mailed notice to owners of properties is not required for the hearing upon an application for a text amendment.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures 21

- D. Plan Commission Hearing and Recommendation. The Plan Commission shall hold a public hearing and at the close of the public hearing and after consideration of the recommendation of the Zoning Administrator and public comment received, either recommend to the Common Council:
 - 1. Approve of the Map Amendment, or
 - 2. Deny of the Map Amendment.
- E. Common Council Action. The Common Council shall review the application for the map amendment and after consideration of the recommendation of the Plan Commission, recommendation of the Zoning Administrator, and public comment received either:
 - 1. Approve the Map Amendment, or
 - 2. Deny the Map Amendment.



Figure 3 Map Amendment Procedure

15-9-10. Text Amendments

- A. **Purpose.** The regulations imposed and the districts created by this UDO may be amended from time to time by ordinance, in accordance with the state statute. The amendment process is intended to adjust this UDO in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.
- B. Text Amendment Review Criteria. The following review criteria shall be considered in the review and action on Text Amendment applications.
 - 1. The proposed text amendment is consistent with the City of Franklin Comprehensive Master Plan and other adopted policies of the City.
 - 2. The proposed text amendment addresses a particular issue or concern for the City.
 - 3. The proposed text amendment does not impose an unreasonable hardship on existing uses.
 - 4. Major land uses, conditions, or circumstances have changed since the UDO was adopted or amended.
 - 5. The requested amendment is compatible with the existing uses and development patterns of the City.
 - The proposed amendments is not detrimental to the health, safety and welfare of the neighborhood or of the City as a whole.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

22

C. Hearing and Notice Required.

- 1. The Plan Commission shall hold a public hearing upon each proposed change or amendment giving notice of the time and place of such hearing by publication in the City of a Class 2 notice under Chapter 985 of the Wisconsin Statutes.
- 2. Amendments to the floodplain district boundaries or regulations shall not become effective until approved by the DNR and the FEMA. In the case of floodplain district boundary changes, an official letter of map amendment from the FEMA shall also be required and the provisions set forth in the Floodplain Ordinance of the City of Franklin shall be followed. Only statutorily required notice is to be given for text amendment applications; written and mailed notice to owners of properties is not required for the hearing upon an application for a text amendment.
- D. Plan Commission Hearing and Recommendation. The Plan Commission shall hold a public hearing and at the close of the public hearing and after consideration of the recommendation of the Zoning Administrator and public comment received, either recommend to the Common Council:
 - 1. Approve of the Text Amendment, or
 - 2. Deny the Text Amendment.
- E. Common Council Action. The Common Council shall review the application for the text amendment and after consideration of the recommendation of the Plan Commission, recommendation of the Zoning Administrator, and public comment received either:
- Notice Alast 10 days prior to the public hearing Maint 10 days prior to the public hearing Plan Commission Hearing and Recommendation Procession hearing the payloadion and makes a recommendation to the Common Council Approve Common Council Action C

Application Applicant submits application with the Zoning Administrator

Figure 4 Text Amendments Procedure

- 1. Approve the Text Amendment, or
- 2. Deny the Text Amendment.

15-9-11. Comprehensive Plan Future Land Use Map Amendment

Amendments to the future land use map in the City of Franklin Comprehensive Master Plan shall follow the process established in the Comprehensive Master Plan.

15-9-12. Appeal

- A. Purpose. An appeal may be taken to the <u>Zoning Board of Appeals Board of Zoning and Building Appeals</u> for any order, requirement, decision, interpretation or determination of the regulations of this tille made by the Zoning Administrator, by any individual aggrieved by the action taken under. The Board of Zoning and Building Appeals shall hear the Appeal, hold a public meeting, and render a decision.
- B. Initiation. An Appeal may be taken within thirty (30) days of the action of the Zoning Administrator by filing a notice of Appeal specifying the grounds thereof, who shall forward such Appeal to the Board of Zoning and Building Appeals.
- C. Board of Zoning and Building Appeals Hearing and Action. A public hearing shall be conducted by the Board of Zoning and Building Appeals for each Appeal. The Board of Zoning and Building Appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination relating to this title, made by the Zoning Administrator subject to the criteria in Section 15-9-06.
- C. Notice Required. Notice of the time, place and purpose of such hearing shall be given by publication of a Class 1 Notice, pursuant to Ch. 985, Wis. Stats., said time, place and purpose of such hearing shall also be delivered by regular mail to the

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures 23

applicant and to all owners of properties or portions of properties within five-hundred (500) feet of the boundary of the property or properties described in the application, mailed not less than ten (10) days prior to the hearing, with the ownership to be determined by the records on file in the Office of the City Assessor; notice to one of joint or in-common owners being notice to all.

- D. Appeal Review Criteria. An administrative decision shall be reversed or modified only if the Board of Zoning and Building Appeals makes one of the following findings: An Appeal of administrative decisions shall be granted only if the Plan Commission makes one of the following findings.
 - 1. The decision constituted an erroneous application or interpretation of this UDO.
 - 2. The decision constituted an abuse of the administrative official's discretion to interpret or apply this UDO.
 - 3. The decision was rendered based upon an erroneous material fact.
- E. Record of Action. The <u>Board of Zoning and Building Appeals' Plan Commission's</u> decision shall be filed and recorded with the City Clerk.

15-9-13. Subdivision Procedures

- A. Minor Land Division.
 - Applicability. When it is proposed to divide land into at least two (2) but not more than four (4) parcels or building sites, or when it is proposed to create by land division not more than four (4) parcels or building sites within a recorded Subdivision Plat without changing the exterior boundaries of a block, lot, or outlot the Subdivider shall subdivide by use of a certified survey map. The certified survey map shall include all parcels of land in any size.
 - Filing of a Certified Survey Map. The Subdivider shall prepare the certified survey map in accordance with this section.
 - a. The Subdivider shall file the certified survey map, Natural Resource Protection Plan if required, Landscape Plan for any landscape bufferyard easement areas as required in Article 5, and the application with the Zoning Administrator, or their designee at least fifteen (15) days prior to the meeting of the Plan Commission at which action is desired. One (1) original copy of the Certified Survey Map shall be submitted.
 - b. The Zoning Administrator shall transmit copies of the map and application along with a cover letter to all approving authorities including extraterritorial plat review agencies if not waived in writing.
 - c. The Zoning Administrator shall transmit the certified survey map, natural resource protection plan, landscape plan, and application.
 - d. The applicant shall be responsible for transmitting copies of the certified survey map to all affected utilities for their respective review and comments.
 - e. The recommendations of all approving authorities shall be transmitted to the Plan Commission.
 - 3. Plan Commission Review and Action or Recommendation.
 - a. The Certified Survey Map shall be reviewed by the Plan Commission for conformance with this Ordinance, the <u>Municipal Code of the City of Franklin</u>, and all other ordinances, rules, regulations, adopted regional, County, or City of Franklin Comprehensive Master Plans or adopted plan components.
 - b. For all Minor Land Divisions that do not involve the dedication of land or public improvements, the Plan Commission shall:
 - I. Approve,

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

24

Commented [RM12]: Revision per feedback from the City Attomey's Office.

- II. Conditionally approve, or
- III. Deny of the map
- IV. Refer the application to the Common Council for action at the Plan Commission's discretion.
- c. For all Minor Land Divisions that do involve the dedication of land or public improvements, the Plan Commission shall:
 - I. Approve,
 - II. Conditionally approve, or
 - III. Deny the map and shall transmit the map along with its recommendations to the Common Council
- 4. Common Council Action. In cases where a certified survey map has been transmitted by the Plan Commission to the Common Council, the Common Council shall approve, approve conditionally and thereby require resubmission of a corrected Certified Survey Map, or reject such Certified Survey Map within ninety (90) days from the date of filing of the map unless the time is extended by agreement with the Subdivider.
 - a. If the map is approved, the Common Council shall cause the City Clerk to certify on the face of the original map and return the map to the Subdivider.
 - b. If the map is rejected, the reason shall be stated in the minutes of the meeting and a written statement forwarded to the Subdivider.
- Natural Resource Protection Plan Required. For properties proposed to be divided by certified survey map, and that contain natural resource features as described in Section 15-7-02 of this UDO, a Natural Resource Protection Plan, as described in Section15-7-03 of the UDO application manual, shall be submitted for review by the Zoning Administrator and Plan Commission.
- 6. Deed Restrictions, Conservation Easements, and Landscape Bufferyard Easements. For properties proposed to be divided by Certified Survey Map and which contain natural resources required to be preserved or any other easements under the provisions of this Ordinance, the Plan Commission shall require that deed restrictions and/or conservation easements, and any other easements 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 Section 15-7-04 for final plats.
- 7. Contract Required. For Certified Survey Maps requiring the installation of public improvements, prior to installation of any required improvements and prior to approval of the Certified Survey Map, the Subdivider shall enter into a written contract (Development Agreement) with the City of Franklin requiring the Subdivider to furnish and construct said improvements at Subdivider's sole cost and in accordance with plans and specifications and usual contract conditions, which shall include provision for inspection of construction by the City of Franklin or its agent.
- 8. Recordation.
 - All improvement requirements, specified by all approving agencies in matters over which they have jurisdiction, shall be met before recording the Certified Survey Map.
 - b. The Subdivider shall record the map with the Milwaukee County Register of Deeds within twelve (12) months after the date of its last approval and within thirty-six (36) months after the date of its first approval.
- The Subdivider shall file the Certified Survey Map and its accompanying Natural Resource Protection Plan with the City Clerk for distribution to the Plan Commission, various City departments, and other affected agencies for their files as set forth under Section 15-7-03.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

25

B. Land Combination.

- Application Transmittal to Plan Commission. The Zoning Administrator shall receive the application for a Land Combination, and after scheduling a review of the Application for a Land Combination Permit by the Plan Commission, shall refer the application and related data to the Zoning Administrator and City Engineer and other appropriate City departments for their review, study, and recommendations to the Plan Commission.
- 2. Plan Commission Review and Recommendation.
 - a. Review. The Plan Commission shall consider the Application for Land Combination Permit relative to City staff recommendations, the lot area and other dimensional requirements of the zoning district(s) within which the parcels are located, the City of Franklin Comprehensive Master Plan and planned land use districts for the parcels, present use of the parcels and proposed use of the parcels, for the purpose to ensure that upon combination, such properties shall comply with the purposes and provisions of this Ordinance.
 - b. Recommendation. The Plan Commission shall make a recommendation to the Common Council to:
 - I. Approve
 - II. Conditionally approve, or
 - III. Deny the application
- 3. Recordation. If approved, the City Clerk shall record the resolution with the Milwaukee County Register of Deeds.

C. Subdivisions.

- City Departments Review. The City Clerk shall within three (3) days transmit a copy of the Sketch Plan Review
 Applications and Sketch Plan to all affected City Departments, the Zoning Administrator, the City Engineer, or
 Milwaukee County and affected local utilities for their review and recommendations concerning matters within their
 jurisdiction.
 - a. The recommendations of the City Departments, Zoning Administrator, City Engineer and Milwaukee County and of affected local utilities shall be transmitted to the Plan Commission within twenty (20) days from the date the Sketch Plan Review Applications Sketch Plan are filed.
 - b. The Sketch Plan Review Applications and Sketch Plan shall then be reviewed by the Zoning Administrator, City Engineer, and all other affected City Departments for general conformance with this Ordinance and all other ordinances, rules, regulations, adopted regional or county development, City of Franklin Comprehensive Master Plan or adopted components thereof which affect it.
- 2. Preliminary Plat Review. Before submitting a Final Plat for approval, the Subdivider shall prepare a Preliminary Plat and an application. The Preliminary Plat shall be prepared in accordance with Section 15-9-01 of the UDO application requirements manual, and the Subdivider shall file the Preliminary Plat, Natural Resource Protection Plan if required "Landscape Plan" for any landscape bufferyard easement areas and the application with the Zoning Administrator together with all necessary fees at least twenty five (25) days prior to the meeting of the Plan Commission at which first consideration is desired. Said copies shall be in addition to those copies which may be required or requested by Milwaukee County or other agencies. In addition:
 - a. Copies of Preliminary Plat, Natural Resource Protection Plan, Landscape Plan, and Application to be Transmitted by Zoning Administrator. The Zoning Administrator shall, within two (2) normal workdays after filing, transmit copies as required in the UDO application requirements manual.:
- Copies of Preliminary Plat to be Transmitted by Zoning Administrator to Affected City Commissions or Departments. The Zoning Administrator shall transmit a copy of the Preliminary Plat to all affected City Commissions or Departments for their review and recommendations concerning matters within their jurisdiction. The

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures 26

recommendations of City Commissions, Departments, Zoning Administrator, City Engineer, Milwaukee County, State agencies, and affected local utilities shall be transmitted to the Plan Commission within twenty (20) days from the date the plat is filed.

4. Plan Commission Review and Recommendation.

- a. Plan Commission Review. The Preliminary Plat including Natural Resource Protection Plan and Landscape Plan as applicable shall then be reviewed by the Plan Commission for conformance with this Ordinance and all other ordinances, rules, regulations, adopted regional or county development plans, City of Franklin Comprehensive Master Plan or adopted components thereof which affect it.
- b. Plan Commission Recommendation to Common Council. The Plan Commission shall within sixty (60) days of the date of the filing of a Preliminary Plat including a Natural Resource Protection Plan and Landscape Plan as applicable with the Zoning Administrator or other Common Council authorized agent, recommend to the Common Council approval, conditional approval, or denial of the Preliminary Plat and shall transmit the Preliminary Plat including Natural Resource Protection Plan and Landscape Plan as applicable and application, along with its recommendation, to the Common Council.

5. Preliminary Plat Approval.

- a. Notification by Objecting Agencies. The objecting agencies shall, within twenty (20) days of the date of receiving their copies of the Preliminary Plat, notify the Subdivider and all other approving and objecting agencies of any objections.
 - I. Certification of No Objections Required. If there are no objections, they shall certify on the face of the copy of the plat and shall return that copy to the Zoning Administrator.
 - II. Failure of Objecting Agency to Act on Preliminary Plat. If an objecting agency fails to act within twenty (20) days, it shall be deemed to have no objections to the Plat.
- b. Common Council Action. The Common Council within ninety (90) days of the date of filing a Preliminary Plat with the Zoning Administrator shall approve, approve conditionally, or deny such plat, unless the time is extended by agreement with the Subdivider.
 - I. Notification to Subdivider of Common Council Action. One (1) copy of the plat may thereupon be returned to the Subdivider with the date and action endorsed thereon; and if approved conditionally or denied, a letter setting forth the conditions of approval or the reasons for denial shall accompany the plat.
 - II. Filing of Preliminary Plat in Common Council's Permanent File. One (1) copy each of the plat and letter shall be placed in the Common Council's permanent file.
- c. Failure of Common Council to Act. Failure of the Common Council to act within ninety (90) days of the date of filing, or within the time extended by agreement with the Subdivider, shall constitute an approval.
- d. Approval or Conditional Approval of a Preliminary Plat. Approval or conditional approval of a Preliminary Plat shall not constitute automatic approval of the Final Plat unless the Final Plat is submitted within thirty-six (36) months after the last required approval of the Preliminary Plat or within an extended time frame specified by a conditional approval and the Final Plat conforms substantially to the Preliminary Plat as approved, including any conditions of that approval, and to City of Franklin plans and ordinances adopted as authorized by law.

D. Final Plat Review.

Designation of Approving Authorities. The Common Council, the town wherein the plat is located in the case of a
plat located within the extraterritorial plat jurisdiction of the City of Franklin, and each adjoining city or village in whose
extraterritorial plat approval jurisdiction the subdivision lies pursuant to § 236.10(1)(b) of the Wisconsin Statutes are
designated approving authorities.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures

- Designation of Objecting Agencies. The Wisconsin Department of Agriculture, Trade and Consumer Protection; the Wisconsin Department of Workforce Development (DWD); Wisconsin Department of Transportation; and county planning agency as defined by § 236.02(3) of the Wisconsin Statutes shall be hereinafter referred to as objecting agencies.
- 3. Final Plat and Application Submittal. The Subdivider shall prepare a Final Plat and an application in accordance with the UDO application requirements manual and shall file the Final Plat and the application as set forth below:
 - a. Submittal of Final Plat to the Wisconsin Department of Administration. Before any approvals of the Final Plat are made, the Subdivider or Subdivider's agent shall submit the original Final Plat to the Wisconsin Department of Administration, including
 - I. The Wisconsin Department of Transportation if the subdivision abuts or adjoins a State Trunk Highway or a connecting street; and/or
 - II. The Wisconsin Department of Natural Resources if shorelands are contained within the proposed subdivision.
 - b. Submittal of Final Plat to the Zoning Administrator. After approval by required State Departments, the Subdivider shall file the Final Plat and an application with the Zoning Administrator, or designees along with the proper fees as established in the City of Franklin fee schedule, and the receipt of the proper filing fees of each of the other approving authorities and objecting agencies.
 - c. Zoning Administrator Transmittal of Final Plat. The Zoning Administrator shall transmit with a cover letter and copies of the Final Plat and application as specified in the UDO application requirements manual.
- 4. Plan Commission Examination. The Plan Commission shall examine the Final Plat as to its conformance with the approved Preliminary Plat; any conditions of approval of the Preliminary Plat, this Ordinance, and all ordinances, rules, regulations, adopted regional and County development, City of Franklin Comprehensive Master Plan or other local comprehensive plans and adopted plan components which may affect the Final Plat.
- 5. Partial Platting.
 - a. Plat Phasing. The Final Plat may, if permitted by the Common Council, be platted as a Final Plat in phases with each phase constituting only that portion of the approved Preliminary Plat which the Subdivider proposes to record at that time. It is required that each such phase be platted as a Final Plat and be designated as a phase of the approved Preliminary Plat.
 - b. Time Extension for Approval of a Final Plat for Portion of Preliminary Plat. Final Plat for only a portion of the Preliminary Plat shall extend approval for the remaining portion of the Preliminary Plat for six (6) months from the date of such Final Plat approval.
- 6. Contract Required. Prior to installation of any required improvements and prior to approval of the Final Plat, the Subdivider shall enter into a written contract (Development Agreement) with the City of Franklin requiring the Subdivider to furnish and construct said improvements at Subdivider's sole cost and in accordance with plans and specifications and usual contract conditions, which shall include provision for inspection of construction by the City of Franklin or its agent. The Subdivider may construct the project in such phases as the Common Council approves, which approval may not be unreasonably withheld. If the Subdivider's project will be constructed in phases, the amount of any surety bond or other security required by the Common Council shall be limited to the phase of the project that is currently being constructed. The Common Council may not require that the Subdivider provide any security for improvements sooner than is reasonably necessary before the commencement of the installation of the improvements.

28

E. Final Plat Approval.

- Objecting Agencies. The objecting agencies shall, within twenty (20) days of the date of receiving their copies of the Final Plat, notify the Subdivider and all other approving authorities and objecting agencies of any objections.
 - If there are no objections, they shall so certify on the face of the copy of the plat and shall return that copy to the Plan Commission via the Zoning Administrator.
 - b. If an objecting agency fails to act within twenty (20) days, it shall be deemed to have no objections to the plat.
- Submission. If the Final Plat is not submitted within six (6) months of the required approval of the Preliminary Plat, the approving authorities may refuse to approve the Final Plat. Extensions may be granted upon mutual agreement of all approving authorities.
- 3. Plan Commission Recommendation to the Common Council. The Plan Commission shall, within forty (40) days of the date of filing of the Final Plat with the Zoning Administrator or other Common Council authorized agent, recommend approval, conditional approval, or denial of the plat and shall transmit the Final Plat and application along with its recommendations to the Common Council.
- 4. Approval or Rejection of Final Plat. The Common Council shall within sixty (60) days of the date of filing the original Final Plat with the Zoning Administrator approve or reject such Final Plat unless the time is extended by agreement with the Subdivider.
 - a. If the Final Plat is denied, the reasons shall be stated in the minutes of the meeting and a written statement of the reasons forwarded to the Subdivider and surveyor.
 - b. The Common Council may not inscribe its approval on the Final Plat unless the Department of Agriculture, Trade and Consumer Protection has certified on the face of the Final Plat that the copies were forwarded to the objecting agencies as required herein, the date thereof, and that no objections have been filed within twenty (20) days, or, if filed, have been met.
 - c. Failure of the Common Council to act within sixty (60) days, the time having not been extended and no unsatisfied objections having been filed, the Final Plat shall be deemed approved.
 - d. The Zoning Administrator shall provide the Common Council with his or her conclusions as to whether the





Article 9. Administrative Standards and Procedures

final plat conforms substantially to the preliminary plat and with his or her recommendation shall be made a part of the record of the proceeding at which the final plat is being considered and are not required to be submitted in writing.

5. Recordation.

- a. After the Final Plat has been approved by the Common Council and improvements as shall be required by the City to be installed or a contract and sureties ensuring their installation filed, the Zoning Administrator shall cause the certificate inscribed upon the Final Plat attesting to such approval to be duly executed and the plat returned to the Subdivider for recording with the Milwaukee County Register of Deeds.
- b. The Register of Deeds cannot record the Final Plat unless it is offered within twelve (12) months from date of last approval or thirty (36) months from first approval.
- 6. Copies of the Recorded Final Plat. The Subdivider shall file the recorded Final Plat with the Zoning Administrator and copies, as necessary, to other affected agencies for their files.
- F. Plats Within the Extraterritorial Plat Approval Jurisdiction. When the land to be subdivided lies within one and one-half (1 ½) miles of the corporate limits of a fourth-class city or village or within three (3) miles of the corporate limits of the city, the Subdivider shall proceed as specified in 15-9-14(C) except:
 - Transmittal Responsibility. The Zoning Administrator to whom the Certified Survey Map, Subdivision Plat, or Condominium is first submitted shall be responsible for transmitting copies of the Certified Survey Map, Subdivision Plat, or Condominium to designated objecting agencies. The Subdivider or Condominium Developer (as applicable) shall specify in the Subdivider's application to whom the original application was submitted.
 - Improvement and Design Requirements. If the extraterritorial Certified Survey Map, Subdivision Plat, or Condominium contains lands located within a City of Franklin adopted sanitary sewer service area, the Subdivider or Condominium Developer (as applicable) shall comply with all of the improvement requirements of Section 15-8-06 of this Ordinance and with all of the design requirements of Section 15-8-04(M) of this Ordinance.
 - 3. Park Dedication and Public Site Fees. In extraterritorial plat approval jurisdiction areas of the City of Franklin, the subdivider or condominium developer shall not be required to dedicate park and open space land to the City of Franklin or be required to pay a public site fee or other development impact fees to the City of Franklin.
- G. Replat. Except as provided in § 70.27(1) of the Wisconsin Statutes, when it is proposed to replat a recorded subdivision, or part thereof, to change the boundaries of a recorded subdivision, or part thereof, the Subdivider or person wishing to replat shall vacate or alter the recorded plat as provided in § 236.40 through 236.44 of the Wisconsin Statutes. The Subdivider, or person wishing to replat, shall then proceed as specified in Section 15-9-14 (C) through (E) of this Ordinance.

15-9-14. Violations, Penalties, and Remedies

- A. Zoning Violations. Unlawful to Use or Improve Any Structure or Land, or to Use Water or Air in Violation of Any Provisions of This Ordinance. It shall be unlawful to use or improve any structure or land, or to use water or air in violation of any provisions of this Ordinance. In case of violation, the Common Council, the Zoning Administrator, the City Attorney, the Plan Commission may institute appropriate action or proceeding to enjoin a violation of this Ordinance or cause a structure to be vacated or removed.
- B. Structure, Fill, or Development Placed or Maintained Within Any Floodplain Area in Violation of this Ordinance. Every structure, fill, or development placed or maintained within any floodplain area in violation of this Ordinance is hereby declared a public nuisance and the creation thereof may be enjoined and maintenance thereof may be abated by action of suit of the State, the County, or the City.
- C. Actions and Proceedings to Enjoin Violations. The City of Franklin may institute appropriate action or proceedings to enjoin violations of this Ordinance or the applicable Wisconsin Statutes or Wisconsin Administrative Code.

City of Franklin Unified Development Ordinance Update Article 9. Administrative Standards and Procedures 30

D. Land Division Violations.

- 1. Unlawful to Violate Ordinance Provisions. It shall be unlawful to build upon, divide, convey, record or place monuments on any land in violation of this Ordinance or the Wisconsin Statutes; and no person, firm, or corporation shall be issued a Building Permit by the City of Franklin authorizing the building on, or improvement of, any Subdivision, Certified Survey Map, Condominium, or replat within the jurisdiction of this Ordinance not of record as of the effective date of this Ordinance until the provisions and requirements of this Ordinance have been fully met.
- 2. Actions and Proceedings to Enjoin Violations. The City of Franklin may institute appropriate action or proceedings to enjoin violations of this Ordinance or the applicable Wisconsin Statutes or Wisconsin Administrative Code.
- E. Penalties and Remedies.
 - Double Fee. A double fee shall be charged by the Zoning Administrator if work is started before a permit is applied for and issued. Such double fee shall not release the applicant from full compliance with this Ordinance nor from prosecution for violation of this Ordinance.
 - Remedial Action. Whenever an order of the Zoning Administrator has not been complied with within thirty (30) days after written notice has been mailed to the owner, resident agent, or occupant of the premises, the Common Council, the Zoning Administrator, the Director of Inspection Services, or the City Attomey may institute appropriate legal action or proceedings to prohibit such owner, agent, or occupant from using such structure, land, or water.
 - Forfeiture and Imprisonment. Any person, firm, or corporation who violates or fails to comply with the provisions of this Ordinance shall, upon conviction thereof, in addition to all other remedies set forth under this Ordinance, be subject to the penalty provisions set forth under § 31.04 1-19 of the Municipal Code, as amended.
 - 4. Separate Offense. Each day a violation exists or continues shall constitute a separate offense.
 - Injunctive Relief. In addition to the above-described fines, the Common Council or its agent shall have the power to institute appropriate action for injunctive relief to prevent persons, firms, or corporations from acting in violation of the provision of this Ordinance.
 - 6. Violations and Concomitant Penalties Relating to Land Division. Violations and concomitant penalties shall include:
 - a. Improper Recordation. Recordation improperly made carries penalties as provided in § 236.30 of the Wisconsin Statutes.
 - b. Conveyance of Lots in Unrecorded Plats. Conveyance of lots in unrecorded plats carries penalties as provided for in § 236.31 of the Wisconsin Statutes.
 - c. Monuments Disturbed or Not Placed. Monuments disturbed or not placed carries penalties as provided for in § 236.32 of the Wisconsin Statutes.

Article 10. Planned Development Standards and Procedures

15-10-01. Intent and Purpose	1
15-10-02. General Provisions	2
15-10-03. Planned Development Relation to Base District Standards	2
15-10-04. Modification Standards	2
15-10-05. Standards of Review	3
15-10-06. Procedures	4
15-10-07. Amendments to Planned Developments	5

15-10-01. Intent and Purpose

The purpose of the regulations, standards, and criteria contained in this Article is to provide an alternative procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design, when sufficiently justified under the provisions of this Article. The objective of the Planned Development standards is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable zoning regulations. The end result should fulfill the objectives of City plans and policies, including but not limited to the City of Franklin Comprehensive Master Plan, while departing from the strict application of the regulations of this UDO. The planned development standards are intended to permit and encourage such flexibility and to accomplish the following purposes:

- A. To stimulate creative approaches to the commercial, residential, and mixed-use development of land.
- B. To provide for more efficient use of land.
- C. To preserve natural features and provide open space areas and recreation areas in excess of that required under existing zoning regulations.
- D. To develop new approaches to the living environment through variety in type, design and layout of buildings, transportation systems, and public facilities.
- E. To unify buildings and structures through design.
- F. To promote long term planning, pursuant to the City of Franklin Comprehensive Master Plan and other relevant plans and City policies, which will allow harmonious and compatible land uses or combination of uses with surrounding areas.

15-10-02. General Provisions

- A. Any development containing uses other than single-family residential uses may be approved as a planned development.
- B. A minimum site area of three (3) acres shall be required to file a planned development application.
- C. Sign standards specified in Article 6 shall not be approved as part of the planned development process.
- D. Each Planned Development should be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a Planned Development solely upon an already existing planned development except to the extent such Planned Development has been approved as part of a development master plan.
- E. The burden of providing evidence and persuasion that any Planned Development is necessary and desirable shall rest with the applicant.

15-10-03. Planned Development Relation to Base District Standards

- A. A planned development, if approved, shall constitute an overlay district, and all base district designations shall be maintained.
- B. A planned development, if approved, may incorporate modifications to the base district standards that shall become part of the overlay district. All such modifications shall be referred to as site development allowances.
- C. Notwithstanding any limitations on waivers or modifications of standards contained elsewhere in this UDO, site development allowances may be approved provided the applicant specifically identifies each site development allowance in the planned development application and demonstrates how each site development allowance:
 - 1. Would be compatible with surrounding development;
 - 2. Is necessary for development of the site in accordance with the purposes of this section; and
 - 3. Incorporates a minimum of one (1) of the modification standards detailed in Section 15-10-04.
- D. All approved site development allowances shall be delineated in the ordinance approving the Planned Development and shall be considered the standards of the Planned Development overlay district as it applies to the subject property.

15-10-04. Modification Standards

An applicant seeking a site development allowance shall be required to justify each request through the provision of tangible benefits to the City of Franklin by meeting a minimum of one (1) of the modification standards detailed below per requested site development allowance.

- A. Landscape Conservation and Enhancement. The Planned Development preserves, restores, or enhances landscape elements, trees, and natural features, such as rivers, streams, ponds, groves, and landforms.
- B. Sustainable Design. The Planned Development is designed with demonstrable reductions in energy consumption and/or stormwater management as a result of methods of site design and building location, architectural design of individual buildings, and landscaping design.
- C. Public Gathering Space. The Planned Development includes public gathering space open to and available for use by the general public, the amount of which is proportional to the size of buildings or number of dwelling units. The public gathering space is activated through the use of elements or features such as moveable tables and chairs, a fountain or other water feature, a sculpture or other public art feature, benches, seat walls, raised landscape planters, or pedestrian scaled and celebratory or decorative lighting. The public gathering space is integrated into the overall design of the planned development, has a direct functional or visual relationship to the main building(s), and is not of an isolated or leftover character.

- D. Mix of Uses. The Planned Development is comprised of a mix of non-residential uses and/or a mix of two (2) or more housing unit types.
- E. **Placemaking**. The Planned Development has a distinctive identity and brand that is carried through design features in a manner that fosters a cohesive visual character for the public areas, incorporated in the design of features including but not limited to sign design, unique streetscape elements, architectural features, the creation of public gathering spaces, the incorporation of natural areas, parks, and trails, and other elements of site design.
- F. Affordability. The Planned Development includes at least fifteen (15) percent of the total residential dwellings deed restricted for households that make less than or equal to eighty (80) percent of the area median income as defined by the US Department of Housing and Urban Development.
- G. Universal Design. The Planned Development includes buildings and site features designed with accessible features such as level access from the street and/or zero entry thresholds.
- H. **High-Quality Building Materials.** The Planned Development uses time- and weather-tested building materials that are of a higher quality than what is otherwise required by this UDO.
- I. Traditional Neighborhood Development. The Planned Development includes design features described as Traditional Neighborhood Development in Wisconsin Statutes § 66.1027 (1)(c), as amended. The document identified as A Model Ordinance for Traditional Neighborhood Development dated April 2001 as published by the University of Wisconsin Extension pursuant to Wisconsin Statutes § 66.1027(2), serves as the guidebook to further define the various aspects and elements of the form of urban design, along with such other sources of guidance the Plan Commission and Common Council chooses to consult.

15-10-05. Standards of Review

The following standards for review shall be utilized in the review of a Planned Development application as a whole, including any requested site development allowances and the modification standards proposed to justify those requests. No application for a planned development shall be approved unless the Common Council finds that the application meets all of the following standards:

- A. **Plan and Policy Alignment.** The Planned Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Master Plan and other adopted plans and policy documents of the City.
- B. **Placemaking.** The planned development has a distinctive identity and brand that is carried through the sign designs, unique streetscape features, architecture, public gathering spaces, open spaces, etc.
- C. Integrated Design with Identifiable Centers and Edges. The Planned Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses included function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.
- D. Public Welfare. The Planned Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property, will not generate undue off-site impacts such as noise on adjacent properties, and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
- E. Compatibility with Adjacent Land Uses. The Planned Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.
- F. Impact on Public Facilities and Resources. The Planned Development is designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it.

- G. Archaeological, Historical or Cultural Impact. The Planned Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.
- H. **Fiscal Impact.** The Planned Development will generate revenue and require costs in terms of public services in a way that contributes to the long-term fiscal sustainability of the City of Franklin.
- I. Drives, Parking and Circulation. The Planned Development makes adequate provision to provide necessary parking. Principal vehicular access is from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation (including walkways, interior drives, and parking), special attention has been given to the location and number of access points to public streets, the width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe, convenient, and do not detract from the design of proposed buildings and structures and the neighboring properties. Access points are limited through the use of cross access connections.

15-10-06. Procedures

- A. Pre-Filing Administrative Review Conference(s). A prospective applicant, prior to submitting a formal application for a Planned Development, shall meet for a pre-filing conference(s) with staff. The purpose of the conference(s) is to help the applicant understand: City plans and policies; the UDO; site development allowances; the standards by which the application will be evaluated; and the application requirements.
- B. Pre-Filing Project Introduction (Optional). After the initial prefiling conference, the prospective applicant may introduce their project to the Plan Commission and Common Council. The Plan Commission and Common Council may provide non-binding feedback to the applicant based on materials presented. Feedback from the Plan Commission and Common Council is intended to provide the applicant with an initial impression relative to the character, appropriateness, and intensity of the proposed development, prior to the applicant officially filing for a planned development. Any comments and feedback from the Plan Commission and Common Council at this stage is non-binding. The applicant is expected to provide a brief narrative and development concept plan sufficient to communicate the character of the proposed development.
- C. Application Requirements Waiver Request. After completing the pre-application conference the applicant may request a waiver of any application requirement which in the applicant's judgment should not apply to the proposed planned development. Such request shall be made in writing prior to the submission of the formal application documents. A final determination regarding the waiver shall be made by the Zoning Administrator and given to the prospective applicant following the decision. An appeal of the determination of the Zoning Administrator may be brought to the Plan Commission for consideration.
- D. Application for a Planned Development. Following the pre-application conference, the owner or his agent may file an application with the Zoning Administrator for a Planned Development.
- E. Referral to Plan Commission. The application and staff report for a Planned Development shall be referred to the Plan Commission for its review and recommendation, including any additional conditions or restrictions which it may deem necessary or appropriate.
- F. Hearing and Recommendation by the Plan Commission. Upon receipt of a completed application, the Zoning Administrator will schedule a public hearing at the Plan Commission. The Plan Commission, before formulating its recommendations to the Common Council, shall hold a public hearing pursuant to the provisions of Section 15-9-02 (B)(8) Following the public hearing, the Plan Commission shall consider the proposed planned development, the staff report, and the public comment and make a recommendation to the Common Council to make one of the following recommendations base:
 - 1. Recommend approval of the Planned Development,

- 2. Recommend approval of the Planned Development with conditions, or
- 3. Recommend denial of the Planned Development based on the applicable review standards.
- G. Action by Common Council. The Zoning Administrator, on behalf of the Plan Commission, shall transmit a report containing the Plan Commission's recommendation to approve, approve with conditions, or deny the application to Common Council. Common Council shall consider the staff report, public comment received at the public hearing, and recommendation of the Plan Commission and shall take one of the following actions:
 - 1. Approve the Planned Development,
 - 2. Approve the Planned Development with conditions,
 - 3. Deny the Planned Development,
 - 4. Refer the Planned Development back to the Plan Commission for further review.

15-10-07. Amendments to Planned Developments

- A. **Determination.** Upon receiving a Planned Development amendment application, including the information required by the Zoning Administrator, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in subsections (B) and (C) below.
- B. **Major Amendment.** A major amendment is any proposed change to an adopted Planned Development that results in one (1) or more of the following changes:
 - 1. Change to list of uses (permitted, conditional or prohibited);
 - 2. Modification of district boundaries;
 - 3. Increase in density;
 - 4. A ten (10) percent increase in impervious surface or modification to the approved stormwater management plan.
 - 5. Reduction of open space by more than ten (10) percent;
 - 6. Modification of the proportion of housing types;
 - 7. Increase in the approved gross floor area by more than three-thousand (3,000) square feet;
 - 8. Alteration of the alignment of roads, utilities, or drainage;
 - 9. Modification of any other site feature inconsistent with any standard or condition imposed by the Common Council in approving the Planned Development, as determined by the Zoning Administrator.
- C. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Development that is consistent with the standards and conditions upon which the Planned Development application was approved and Planned Development adopted, which does not alter the concept or intent of the Planned Development and is not considered a major amendment as detailed in subsection B above.

D. Approval Processes.

- 1. A major amendment to an adopted Planned Development shall be considered as a new Planned Development.
- 2. A minor amendment to an approved Planned Development may be approved by the Zoning Administrator.

Article 11. Nonconforming Structures, Lots and Uses

15-11-01. Existing Nonconforming Uses	
15-11-02. Existing Nonconforming Structures	
15-11-03. Existing Substandard Lots 2	
15-11-04. Continuance of Use2	
15-11-05. Discontinuance of Use	
15-11-06. Repairs and Alterations	
15-11-07. Damage and Destruction	
15-11-08. Additions and Enlargements	
15-11-09. Changes and Substitutions4	
15-11-10. Exempted Buildings, Structures, and Uses	

15-11-01. Existing Nonconforming Uses

- A. The lawful nonconforming use of a structure, land, or water existing at the time of the adoption or amendment of this UDO may be continued although the use does not conform with the provisions of this UDO provided that:
 - 1. Portion of the Land or Water in Actual Use May Be Continued. Only that portion of the land or water in actual use may be so continued and the nonconforming use may not be extended, enlarged, substituted, or moved, except when required to do so by law or order or so as to comply with the provisions of this UDO.
 - Substitution of New Equipment. Substitution of new equipment may be permitted by the Board of Zoning and Building Appeals if such equipment will reduce the incompatibility of the nonconforming use or structure with the neighboring uses.
 - 3. **Conforming Conditional Uses.** See Division 15-3.1000 for uses existing at the effective date of this UDO, which would be classified as Conditional Uses under the provisions of this UDO.

15-11-02. Existing Nonconforming Structures

- A. The lawful nonconforming use of a structure existing at the time of the adoption or amendment of this UDO may be continued although the structure's size or location does not conform with the established building setback line along streets or the yard, height, parking, loading, access, and lot area or lot area per dwelling unit provisions of this UDO provided that:
 - 1. **Total Structural Repairs or Alterations.** Total structural repairs or alterations to a nonconforming structure shall not exceed fifty (50) percent of the municipality's equalized assessed value of the structure unless it is permanently changed to conform to the use provisions of this UDO.
 - Substitution of New Equipment. Substitution of new equipment may be permitted by the Board of Zoning and Building Appeals if such equipment will reduce the incompatibility of the nonconforming use or structure with the neighboring uses.
 - 3. Repairs and Alterations. Repairs and alterations permitted under the provisions of this Ordinance to nonconforming buildings and structures located in floodplains shall include floodproofing to those portions of the building or structure involved in such repairs or alterations. Certification of floodproofing shall be made to the Zoning Administrator and shall consist of a plan or document certified by a registered professional engineer that the flood-proofing measures are consistent with the flood velocities, forces, depths, and other factors associated with the one-hundred-year recurrence interval flood level for the particular area.

15-11-03. Existing Substandard Lots

- A. Residential Substandard Lots. A lot located in a residential district which does not contain sufficient area to conform to the dimensional requirements of this UDO, but which lot is at least fifty (50) feet wide and six-thousand (6,000) square feet in area, may be used as a single building site provided that:
 - 1. The use is permitted in the governing district.
 - 2. The lot is a lot of record in the Milwaukee County Register of Deeds Office prior to the effective date of this UDO.
 - 3. The lot has the ability to connect to public sanitary sewer, if less than forty-thousand (40,000) square foot in size.
- B. Nonresidential District Substandard Lots. A lot located in a commercial and mixed-use, industrial and agricultural, or miscellaneous district which does not contain sufficient area to conform to the dimensional requirements of this UDO may be used as a building site provided that the lot is a lot of record in the Milwaukee County Register of Deeds Office prior to the effective date of this UDO.
- C. Setback and Yard Requirements. Substandard lots granted permits under this UDO shall be required to meet the setback and other yard requirements of this UDO. A Building Permit for the improvement of a lot with lesser dimensions and requisites than those stated in Section A. of this Section shall be issued only after a variance is granted by the Board of Appeals.
- D. Two (2) or More Substandard Lots with Continuous Frontage Under the Same Ownership. If two (2) or more substandard lots with continuous frontage have the same ownership as of the effective date of this UDO, the lots involved shall be considered to be an individual parcel for the purpose of this UDO, in accordance with Wisconsin Statute § 236.45.

15-11-04. Continuance of Use

- A. Legal Nonconforming Use. Any lawfully established use of a building or land that does not conform to the use regulations for the district in which it is located at the time of the adoption of this UDO shall be deemed to be a legal nonconforming use and may be continued, except as otherwise provided herein.
- B. Continuation of Legal Nonconforming Uses. Any legal nonconforming buildings or structures may be continued in use provided there is no physical changes other than necessary maintenance and repair, except as otherwise permitted herein.

C. Buildings and Uses for which a Zoning Compliance Permit, Conditional Use Permit, or Building Permit Has Been Granted. Any building or use for which a Zoning Compliance Permit, Conditional Use Permit, or Building Permit has been lawfully granted may be completed in accordance with the approved plans, provided construction is started within ninety (90) days and the exterior of the building or use is completed within six (6) months of the effective date of this UDO. Such building or use shall thereafter be deemed a lawfully established building or use.

15-11-05. Discontinuance of Use

- A. Building, Structure, or Land Occupied by a Nonconforming Use Changed to or Replaced by a Conforming Use. Whenever any part of a building, structure, or land occupied by a nonconforming use is changed to or replaced by a conforming use, such premises shall not thereafter be used or occupied by another nonconforming use, even though the building may have been originally designed and constructed for the prior nonconforming use.
- B. Discontinuance of Nonconforming Use. Whenever a nonconforming use or part thereof has been discontinued for a period of twelve (12) consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming use, such use shall not, after being discontinued or abandoned, be re-established, and the use of the premises thereafter shall be in conformity with the regulations of the zoning district in which the use is located.
- C. Discontinuance of Nonconforming Use Where No Enclosed Building Is Involved. Where no enclosed building is involved, discontinuance of a nonconforming use for a period of twelve (12) months shall constitute abandonment and shall not thereafter be used in a nonconforming manner.
- D. Nonconforming Uses to be Discontinued. A nonconforming use not authorized by the provisions of this UDO at the time of the adoption of this UDO shall be discontinued.

15-11-06. Repairs and Alterations

- A. Normal Maintenance Permitted. Normal maintenance of a building or other structure containing a nonconforming use is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming use.
- B. No Structural Alteration. No structural alteration shall be made in a building or other structure containing a nonconforming use, except in the following situations:
 - 1. When the alteration is required by law.
 - 2. When the alteration will actually result in elimination of the nonconforming use.
 - 3. When a building is in a residential district containing residential nonconforming uses, said building may be altered in any way to improve livability, provided no structural alterations are made which would increase the number of dwelling units or the bulk of the building.
 - 4. When a residential building is non-conforming in terms of insufficient yard setback, the residential building may be expanded only where yard setbacks are conforming and in no situation shall the non-conformance setback be expanded.

15-11-07. Damage and Destruction

A. Damaged or Destroyed Building, or Other Structure Containing a Nonconforming Use. If a non-conforming building or other structure, or a building or structure containing a nonconforming use is damaged or destroyed by any means to the extent of fifty (50) or more of its replacement value at that time, the building or other structure can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of the district in which it is located. In the event the damage or destruction is less than fifty (50) of its replacement value, based upon prevailing costs, the building may then be restored to its original condition and the occupancy or use may be continued.

B. Reconstruction of Buildings and Structures Located on Floodplains. Reconstruction of buildings and structures located within floodplains shall comply fully with the City's Floodplain Zoning Ordinance.

15-11-08. Additions and Enlargements

- A. Nonconforming Building Shall Not Be Extended. A nonconforming building shall not be extended unless the entire building is thereafter devoted to a conforming use and said extension meets all applicable UDO requirements and is made to conform to all the regulations of the district in which it is located.
- B. Buildings Partially Occupied by a Nonconforming Use. No building partially occupied by a nonconforming use shall be altered in such a way as to permit the enlargement or expansion of the space occupied by such nonconforming use.
- C. Limitations on the Expansion of a Nonconforming Use. No nonconforming use may be extended in such a way as to occupy any required usable open space, or any land beyond the boundaries of the zoning lot as it existed on the effective date of this UDO, or to displace any conforming use in the same building or on the same parcel of land.
- D. Building or Structure Nonconforming with Respect to Yard Setbacks or Any Other Element of Bulk. A building or structure which is nonconforming with respect to yard setbacks, or any other element of bulk shall not be altered or expanded in any manner which would increase the degree or extent of its nonconformity with respect to the bulk regulations for the district in which it is located.
- E. Additions and Enlargements Located on Floodplains. Additions and enlargements permitted under the provisions of this Division to building and structures located on floodplains shall include floodproofing to a height two foot above the elevation of the one-hundred-year recurrence interval flood as delineated on large-scale topographic maps prepared by the City or by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) under the Root River Watershed study or as determined through the use of flood profiles and accompanying hydrologic and hydraulic engineering data, to those portions of the building or structure involved in such additions and enlargements. Certification of floodproofing shall be made to the Building Inspector and shall consist of a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the flood velocities, forces, depths, and other factors associated with the one-hundred-year recurrence interval flood level for the particular area.

15-11-09. Changes and Substitutions

- A. Nonconforming Use Changed to Conforming Use or Substandard Structure Altered to Comply with this UDO. Once a nonconforming use has been changed to a conforming use or a substandard structure has been altered so as to comply with this UDO, it shall not revert back to a nonconforming use or substandard structure.
- B. Substitution of More Restrictive Nonconforming Use for Existing Nonconforming Use. Once the Board of Zoning and Building Appeals has permitted the substitution of a more restrictive nonconforming use for an existing nonconforming use, the prior existing use shall lose its status as a legal nonconforming use and the substituted use shall become subject to all the conditions required by the Board of Zoning and Building Appeals.

15-11-10. Exempted Buildings, Structures, and Uses

- A. Whenever a lawfully existing building or other structure otherwise conforms to the use regulations of the district in which it is located, but is nonconforming only in the particular manner hereinafter specified, the building and use thereof shall be exempt from the requirements of this Article:
 - 1. Dwelling Structure Nonconforming Only as to the Number of Dwelling Units Contained. In any residential district where a dwelling structure is nonconforming only as to the number of dwelling units it contains, provided no such building shall be altered in any way so as to increase the number of dwelling units therein.
 - 2. Commercial and Mixed-Use or Industrial and Agricultural District Where the Use is Less Distant from a Residential Zoning District than Specified. In any commercial and mixed-use or industrial and agricultural district,

where the use is less distant from a residential district than that specified in the regulations for the district in which it is located.

- 3. **Other.** In any district where an established building, structure, or use is nonconforming with respect to the standards prescribed herein for any of the following:
 - a. Yard setbacks front, street side, interior side, rear;
 - b. Off-street parking and loading;
 - c. Lot area or lot area per dwelling unit;
 - d. Building height;
 - e. Gross floor area; and
 - f. Required landscaping.
- 4. **Pre-existing Lot Sizes.** Where a lot size was conforming prior to the most recent adoption of this UDO, and subsequent modification to this UDO has revised minimum lot size requirements for a particular district, the lot shall continue to be considered a conforming lot.
- 5. Enlargement or Extension of a Nonconforming Use May be Allowed by the Common Council. The enlargement or extension of a nonconforming use may be allowed by the Common Council, following a public hearing duly noticed and held by the Board of Zoning and Building Appeals, provided that the Board shall determine and set forth in writing:
 - a. Such enlargement or extension is consistent with the public interest.
 - b. Such enlargement or extension will not have an "adverse" effect on property in the surrounding neighborhood on account of visual appearance, increased traffic (pedestrian or vehicular), noise, smoke, odor, or other factors. Further, no such enlargement or extension of a nonconforming use shall be permitted unless all building height, yard, coverage, and off-street parking and loading requirements of this ordinance for the district in which such use is located are adhered to. In the event that a written protest against any enlargement or extension of a nonconforming use, signed and acknowledged by the owners of twenty (20) percent of the property immediately adjoining or across an alley therefrom, or by the owners of twenty (20) percent of the frontage directly across the street therefrom, is filed with the Board of Zoning and Building Appeals, such enlargement or extension shall not be allowed, except by a three-fourths (3/4) vote of the Common Council. No nonconforming use may be enlarged or expanded in floor area or lot area by more than fifty (50) in the aggregate, based upon its size or scope on the effective date of this amendatory ordinance, whether or not such aggregate enlargement or expansion occurs at one time or at successive times.
 - c. Enlargements or extensions permitted under the provisions of this section to building and structures located on floodplains shall include floodproofing to a height two foot above the elevation of the one-hundred-year recurrence interval flood as delineated on large-scale topographic maps prepared by the City or by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) under the Root River Watershed study or as determined through the use of flood profiles and accompanying hydrologic and hydraulic engineering data, to those portions of the building or structure involved in such enlargements or extensions. Certification of floodproofing shall be made to the Building Inspector and shall consist of a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the flood velocities, forces, depths, and other factors associated with the one-hundred-year recurrence interval flood level for the particular area.

Article 12. Definitions

A ZONES. Areas of potential flooding shown on the City's "Flood Insurance Rate Maps" which would be inundated by the regional flood as defined herein. These numbers may be numbered as A0, A1 to A99, or be unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

ABANDONMENT. An action to give up one's rights or interests in property.

ABUTTING. Having a common border with or being separated from such common border by an alley or easement, other than publicly dedicated and approved rights-of-way.

ACCESS. A means of vehicular or non-vehicular approach or entry to or exit from property, a street, or highway.

ACCESS, DRYLAND. A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land which is outside the floodplain, such as a road with its surface above the regional flood elevation and wide enough to accommodate wheeled vehicles.

ACCESSORY DWELLING. A small, independent residential dwelling unit located on the same lot as a principal dwelling unit. Internal accessory dwelling units are a partitioned area within the principal dwelling. Attached accessory dwelling units are defined as an accessory structure attached to a principal dwelling unit, while detached accessory dwelling units are defined as accessory structures detached from the principal building.

ACCESSORY RETAIL. The use of a structure on the same lot or tract as the principal structure, used for the accessory retail sale of goods or items produced on the premises.

ACCESSORY STRUCTURE. A structure which is subordinate to and serves a principal structure or use located on the same lot, is subordinate in area, extent, and purpose to the principal structure or use served, and contributes to the comfort, convenience, or necessity of occupants of the principal structure or use served.

ACCESSORY USE. A use which is subordinate to and serves the principal structure or use located on the same lot, is subordinate in area, extent, and purpose to the principal structure or use served, and contributes to the comfort, convenience, or necessity of occupants of the principal structure or use served

ADJACENT. Nearby, but not necessarily touching or abutting.

ADULT ESTABLISHMENT. An establishment having a significant portion of its sales or stock in trade one or more of the following; or derives a substantial portion of its interior business or advertising to the sale or rental for any form of consideration from one or more of the following:

Books, magazines, periodicals, printed matter, photographs, films, motion pictures, video cassettes, slides, or other visual representations which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified anatomical activities or areas.

Instruments, devices, or paraphernalia, which are designed for use or marketed primarily for stimulation of human genital organs or for sadomasochistic use or abuse of the user or others.

An establishment may have other principal business purposes that do not involve the offering for sale, rental, or viewing of materials depicting or describing specified sexual activities or anatomical areas and can still be categorized as an adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store, or adult video store so long as one of its principal business purposes is offering the sale or rental of some form of consideration the specified materials, which depict or describe specified anatomical areas.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

AGENT, AUTHORIZED. A person or firm duly authorized by the property owner to submit applications on his, her, their, or its behalf.

AGRICULTURE. All of the growing of crops in the open and the raising and feeding of livestock and poultry; including farming, farm buildings, and farm dwellings; truck gardens; flower gardens; apiaries; aviaries; mushroom growing; nurseries; orchards; forestry; dairying; greenhouses; and commercial vegetables. Specific agricultural uses are further defined in § 15-3.0603 of this Ordinance.

AIRPORT. Any area of land or water which is used, or intended for use, for the landing and take-off of aircraft; and any appurtenant areas which are used or intended for use as airport buildings or other airport structures or right-of-way, together with all airport buildings and structures located thereon.

ALLEY. A public way, not more than thirty (30) feet wide, which affords only a secondary means of access to abutting property.

ALTERATION, STRUCTURAL. Any change which would tend to prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams, or girders.

ANIMAL BOARDING FACILITY/KENNEL. Any structure, land, or combination thereof used, designed, or arranged for the boarding, breeding or care of animals.

ANIMAL HUSBANDRY. The use of land for dairying, animal raising, and pasturage and the necessary accessory uses; provided, however, that such accessory uses shall be secondary to that of normal animal husbandry activities.

ALTERNATIVE TOWER STRUCTURE. Clock towers, water towers, buildings, signs, electric transmission and distribution structures, bell steeples, light poles and similar mounting structures that camouflage or conceal the presence of antennas.

ANTENNA. Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals, which may include omni-directional (rod), directional (panel) or parabolic (disc) antennas.

ANTENNA ARRAY. The grouping of antennas that encompasses both the transmitters and receivers of the telecommunications provider.

ANTENNA SUPPORT STRUCTURE. A structure which is attached to an alternative tower structure and which is designed to support an antenna at a height sufficient to permit effective receipt or transmission of wireless communications.

ANTENNA SUPPORT STRUCTURE HEIGHT. No antenna support structure, including any antenna or other device attached thereto, shall extend more than 20 feet above the highest point of the structure to which the antenna support structure is attached.

APPROVING AGENCIES. The Common Council, Plan Commission, the town wherein the plat is located, and each adjoining city or village in whose extraterritorial plat approval jurisdiction of the subdivision lies and any other governmental agency with applicable approval jurisdiction pursuant to Ch. 236, Stats.

ARTIFICIAL WETLAND. See WETLAND, ARTIFICIAL. .

ARTISAN MANUFACTURING. Small-scale businesses that produce artisan goods or specialty foods, primarily for direct sales to consumers, such as artisan leather, glass, wood, paper, ceramic, textile and yarn products, specialty foods and baked goods. This land use includes the design, processing, fabrication, assembly, treatment and packaging of products; as well as the incidental storage, sales and distribution of such products.

ARTISAN WORKSHOP. A small-scale workshop located as an accessory use that produces artisan goods or special specialty foods, primarily for direct sales to consumers, such as artisan leather, glass, wood, paper, ceramic, textile and yam products, specialty foods and baked goods. The land use includes the design, process, fabrication, assembly, treatment, and packaging of products as well as the incidental storage but not the sale of products.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

AUTOMOTIVE REPAIR, MAJOR. Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body frame or fender straightening or repair; and painting of vehicles.

AUTOMOTIVE REPAIR, MINOR. Incidental repairs, replacement of parts, and motor service to automobiles but not including any operations specified under Automotive Repair, Major.

AUTO SALES/RENTAL AND SERVICE. An open area, other than a street, used for the display or sale of new or used automobiles for sale or rental, and where no minor repair work is done such as the incidental repair of automobiles to be displayed and sold on the premises.

AWNING. A root-like cover which projects from the wall of a building and overhangs the wall or building.

BAR/TAVERN. An establishment or part of an establishment open to the general public primarily devoted to the selling or serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.

BACKHAUL NETWORK. The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

BASEMENT. A story wholly underground; or a story of a building, the floor line of which is below lot grade and the ceiling of which is not more than one foot above lot grade; the lot grade being the front center of the garage floor elevation set at time of building permit, or the street centerline, whichever is the highest elevation.

BEDROOM. Any room other than a living room, dining room, family room, kitchen, bathroom, or utility room, for the purpose of this Ordinance, shall be considered a bedroom. Dens, studies, etc. and similar areas which may be used as bedrooms shall be counted as bedrooms for the purposes of this Ordinance.

BICYCLE LANE. A pathway designed specifically to satisfy the physical requirements of bicycling.

BLOCK. A tract of land bounded by streets or, in lieu of a street or streets, by public parks, cemeteries, railroad rights-of-way, bulkhead lines or shorelines of waterways or corporate boundary lines of municipalities.

BOARD OF ZONING AND BUILDING APPEALS. Reference to "Zoning Board of Appeals" shall refer to the Board of Zoning and Building Appeals of Franklin, Wisconsin.

BREWERY/WINERY/DISTILLERY. A production-oriented establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery) primarily for sale and not including the consumption on-premises.

BREWERY/WINERY/DISTILLERY, TASTING ROOM. A brewery, microbrewery, winery, or distillery in which customers may sample, purchase and consume wine, beer or spirits on the premises.

BUFFER, SURFACE WATER OR WETLAND. An area measured horizontally from the conterline of a stream, perimeter of a delineated wetland, or the ordinary high water mark of a lake, <u>stream, or river</u>, within which the establishment of native or other suitable perennial vegetation and trees will have the impact of reducing stormwater runoff, sedimentation, and temperature, thereby protecting and improving water quality, flood resilience, and aquatic habitat conditions.

BUFFERYARD or BUFFER STRIP. An area of land within the boundaries of a lot or site, generally adjacent to and parallel with the property line, either consisting of natural existing vegetation or using trees, shrubs, fences, and/or berms, designed to limit continuously the view and/or sound from the lot or site to adjacent lots or sites. Bufferyards are typically defined by a delineated easement graphically indicated on the face of the Site Plan, Landscape Plan, Certified Survey Map, Subdivision Plat, or Condominium Plat. Bufferyards may be required between zoning districts and/or land uses to eliminate or minimize conflicts between them as set forth in Division 15-3.0300 of this Ordinance.

BUILDABLE AREA. The space remaining on a zoning lot after the minimum yard setback requirements of this Ordinance have been complied with.

BUILDING FRONTAGE. Those building elevations that face upon a road or parking area between the building and the road.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

Commented [ME1]: Revised definition per Com. Haley. FEMA and DNR use OHWM

BUILDING HEIGHT. The vertical distance measured from the mean elevation of the finished lot grade along the building frontage to the highest point of the roof

BUILDING, ENCLOSED. A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior walls, pierced only by windows and normal entrance or exit doors.

BUILDING, PRINCIPAL. A non-accessory building in which the principal use of the lot on which it is located is conducted.

BULK. Term used to indicate the size, height, area, density, intensity and location of structures. (See Part 3 of this Ordinance.)

BUSINESS. An occupation, employment, or enterprise which occupies time, attention, labor, and materials, or wherein merchandise is exhibited or sold, or where services are offered other than home occupations.

CALIPER. A standard trunk diameter measurement for trees of up to four (4) inches in Diameter at Breast Height (DBH), as defined in 15-12-04, measured at six (6) inches above the root flare.

CAMPGROUND. An area rented to the public for transient occupancy or lodging a camping unit.

CARWASH. The use of a site for automated or manual washing and cleaning of passenger vehicles, recreational vehicles, or other light duty equipment.

CEMETERY. land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

CERTIFIED SURVEY MAP. A plat or map prepared for a minor land division as defined in Division 15-7.0700 of this Ordinance and prepared and recorded as set forth in § 236.34 of the Wisconsin Statutes (also see definition for "Minor Land Division").

CHANNEL. A natural or artificial watercourse of perceptible extent which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It has a definite bed and banks which confine the water.

CHANNEL (as related to "FLOODPLAINS"). Those floodplains normally occupied by a stream of water under average annual high-water flow conditions while confined within generally well-established banks.

CITY ATTORNEY. The City Attorney of the City of Franklin, Milwaukee County, Wisconsin.

CITY CLERK. The City Clerk of the City of Franklin, Milwaukee County, Wisconsin. For application purposes, the term "City Clerk" may include the City Clerk's designee.

CITY ENGINEER. The City of Franklin Engineer.

CITY FORESTER. The City of Franklin Forester.

CLASS 2-NOTICE. Publication of a public hearing notice under the provisions of Chapter 985 of the Wisconsin Statutes in a newspaper of circulation in the affected areas. Publication is required on two consecutive weeks, the last at least seven days prior to the public hearing.

CLUSTER DEVELOPMENT. A development pattern or design technique in which lots or buildings are concentrated in specific areas on a site allowing the remaining land to be used for recreation, open space, and/or the preservation of natural resources.

COLLOCATION. The provision of multiple antennas of more than one commercial wireless communication service provider or government entity on a single tower or structure.

COMBUSTIBLE MATERIALS. Inflammable and combustible materials shall mean and include oils and oil lights, sweepings from garage floors, barrels, boxes or other containers containing oil or other similar liquids, rags, clothes, paper, shavings, paper or cardboard boxes or cartons, grease, paints, varnish, or other similar substances, any of which are likely to be readily inflammable or combustible.

COMMISSION, PLAN. The Franklin City Plan Commission, to be consistent with § 62.23(1) of the Wisconsin Statutes creating a City Plan Commission.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

COMMON COUNCIL. The Common Council of the City of Franklin, Milwaukee County, Wisconsin.

COMMUNITY. A town, municipality, or a group of adjacent towns and/or municipalities having common social, economic, or physical interests.

COMMUNITY LIVING ARRANGEMENT. The following facilities licensed, operated or permitted under the authority of Wisconsin State Statutes: child welfare agencies under § 48.60, group foster homes for children under § 48.02(7m), and community-based residential facilities under § 50.01; but does not include day care centers, nursing homes, general hospitals, special hospitals, Chapter 980 Stats. supervised release and crimes against children sex offender uses, prisons, and jails. The establishment of a community living arrangement shall be in conformance with §§ 46.03(22), 59.97(15), 62.23(7)(i), and 62.23(7a) of the Wisconsin State Statutes.

COMMUNITY GARDEN. A site where any kind of plant, including flowers, is grown, and several individuals or households cultivate the site. The site may be divided into individual allotments, or gardeners may work together to cultivate the entire property. The land may be publicly or privately owned. The plants are grown for personal use by the gardeners or for donation.

COMPOSTING FACILITY. A facility where organic matter that is derived primarily from off-site is to be processed by composting and/or is processed for commercial purposes. Activities of a composting facility may include management, collection, transportation, staging, composting, curing, storage, marketing, or use of compost.

COMPREHENSIVE MASTER PLAN. A document or series of documents prepared by the City Plan Commission and duly adopted by said Commission setting forth policies for the future development or redevelopment of the City of Franklin pursuant to Chapter 62.23 of the Wisconsin Statutes. The master plan shall also include neighborhood and subarea plans, proposals for future land use, open space, streets and transportation, urban redevelopment, and public facilities. Devices for the implementation of these plans, such as zoning, official map, land division and building line provisions, design guidelines, and capital improvement programs shall also be considered a part of the master plan. The master plan can also be termed the "Comprehensive Plan" and/or "Comprehensive Master Plan."

COMPREHENSIVE PLAN. (See definition of "COMPREHENSIVE MASTER PLAN")

CONDITIONAL USE. A use allowed only through a Conditional Use Permit in accordance with the provisions of this Ordinance.

CONSTRUCTION. Any or all work or operations necessary or incidental to the erection, demolition, assembling, installing, or equipping of buildings, or any alterations and operations incidental thereto. The term "construction" shall include land clearing, grading, excavating, and filling and shall also mean the finished product of any such work or operations.

CONSTRUCTION RELATED USE. Contractors' office or trailer and equipment shed(s) when accessory to a construction project, provided that no such use will contain any sleeping or cooking accommodations and is strictly limited to a period not to exceed the duration of the active construction phase of the associated project.

CONSTRUCTION, START OF. The excavation of or installation of foundation footings or grading other than for the installation of materials for road construction.

CONTIGUOUS. In contact with one or more sides.

CO-WAREHOUSE. A building or group of buildings that are used for business or personal storage, warehouse and office, where individual owners or tenants control individual units. On-site amenities may include lobbies, meeting rooms, kitchen areas and restrooms.

CRITICAL ROOT ZONE. The distance from the trunk that equals one foot for every one inch of a tree's diameter.

CROP PRODUCTION. The growing of crops such as vegetables, fruit trees, and grain and the packaging or storage of the products produced on the premises.

CUL-DE-SAC. A local street with only one outlet and having an appropriate turn-around for the safe and convenient reversal of traffic movement.

CURB. A vertical or sloping edge of a roadway.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

dBA. The A-weighting scale of sound measurement as expressed in decibels.

DECK. A structure attached to or closely adjacent to any dwelling unit that is:

Designed and intended for the support of persons;

Has no permanent or temporary cover or canopy;

Is constructed on piers and without continuous foundation or footings;

Is a minimum of eight (8) inches above grade; and

Is greater than fifty (50) square feet in area.

DEDICATION. The transfer of property interests from private to public ownership for a public purpose. The transfer may be of fee simple interest or of a less than fee simple interest, including an easement.

DENSITY, GROSS. The quotient of the total number of dwelling units on a site divided by the base site area of a site.

DEVELOPER. The legal or beneficial owner or owners of a lot or of any land included in a proposed development, including the holder of an option or contract to purchase or other persons having enforceable proprietary interests in such land.

DEVELOPER'S DEPOSIT.A financial deposit to the City by an applicant to pay for administrative and consulting fees incurred by the City in the process and/or reviewing a proposal or application, in addition to the filing fee set forth in the Fee Schedule__in #######. The deposit amount and types of applications that require a developer's deposit are set in the Fee Schedule. The disbursal of leftover developer's deposit monies shall occur after a decision has been made on the application by the approving authority. The City may require replenishment of developer's deposit if the monies have been depleted before a decision has been made on the application.

The hourly rate for administrative and consulting fees shall be calculated as follows: (1) for in-house planners, the average of all planning staff wages plus benefits as calculated by the Finance Department, which rate the City may update on a yearly basis; (2) for outside consultants, the then applicable hourly rate as has been set by Common Council Resolution.

DEVELOPMENT. The carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into parcels by any person. Any man-made change to improved or unimproved real estate including, but not limited to, construction of or additions or substantial improvements to buildings, other structures, or accessory uses, mining, dredging, filling, grading, paving, excavation or drilling operations, or disposition of materials.

The following activities or uses shall be taken for the purposes of these regulations to involve "development":

A reconstruction, alteration of, or material change in the external appearance of a structure on land or water; or

A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or an increase in the floor area or number of businesses, manufacturing establishments, or offices; or

Alteration of a shore or bank of a pond, river, stream, lake, or other waterway; or

Commencement of drilling (except to obtain soil samples), mining, or excavation on a parcel of land; or

Demolition of a structure; or

Clearing of land as an adjunct of construction, including clearing or removal of vegetation, any significant disturbance of vegetation, or any soil manipulation; or

Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

The following operations or uses shall not be taken for the purpose of these regulations to involve "development":

Work by a highway or road agency or railroad company for the maintenance of a road or railroad track if the work is carried out on land within the boundaries of the right-of-way; or

City of Franklin Unified Development Ordinance Update Article 12. Definitions

Commented [RM2]: Revision listed in cover memo for public hearing held on Jan 23.

Work by any utility, and other persons engaged in the distribution or transmission of gas or water, for the purposes of inspecting, repairing, renewing, or constructing on established rights-of-way sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like. (Exclusive of the activities requiring a Conditional Use Permit as per the requirements of this Ordinance); or

The maintenance, renewal, or alteration of any structure, where only the interior or the color of the structure or the decoration of the exterior of the structure is affected; or

The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling; or

A change in the ownership or form of ownership of any parcel or structure; or

Work involving the landscaping of a detached dwelling; or

Work involving the maintenance of existing landscaped areas and existing rights-of-way such as setbacks and other nonnatural planting areas; or

Agricultural land uses such as planting, growing, cultivating, and harvesting crops; growing and tending gardens; or harvesting trees planted and grown for commercial purposes.

DEVELOPMENT AGREEMENT. An agreement by which the City and the Subdivider agree in reasonable detail as to all of those matters which the provisions of these regulations permit to be covered by the Subdivider's Agreement and which shall not come into effect unless and until an Irrevocable Letter of Credit or other appropriate surety has been issued to the City.

DIAMETER AT BREAST HEIGHT (DBH). The diameter of the trunk of a tree of four (4) inches or greater in diameter, measured in inches at a point four and one-half (4.5) feet above ground line.

DIRECTOR OF INSPECTION SERVICES. The Director of Inspection Services of the City of Franklin, Milwaukee County, Wisconsin.

DISTRIBUTION FACILITY. A facility located within an enclosed building primarily oriented to the storage and shipping of packaged materials or goods for a single business or a single group of businesses.

DONATION DROP BOX. Any receptacle used for the purpose of collecting clothing, donated by the public, on an ongoing basis and as part of the regular activity of the operator, which is a charitable organization.

DRIP LINE. See CRITICAL ROOT ZONE.

DRIVE THROUGH. A commercial establishment designed or intended to enable a customer in a motor vehicle parked on or moving through the premises to transact business.

DRIVEWAY. A paved area used for ingress or egress of vehicles allowing access from a street to a lot or site, use, building, or other structure or facility.

DWELLING. A building or portion thereof, but not including a house trailer or mobile home, designed or used exclusively for residential occupancy, including single-family dwelling units, duplex dwelling units, and multifamily dwelling units, but not including hotels, motels, or lodging houses.

DWELLING UNIT. One (1) or more rooms in a residential structure which are arranged, designed, used, or intended for permanent residence by one household and which includes complete kitchen facilities permanently installed.

DWELLING, DUPLEX. A row or structure of up to two (2) attached, single-family dwellings joined to one another at one (1) or more sides by a party wall or walls. Each dwelling has a dedicated exterior entrance.

DWELLING, MULTIPLE FAMILY, COMPLEX. A planned residential development with more than two (2) multifamily dwelling buildings on a lot.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

DWELLING, MULTIPLE FAMILY, BUILDING. A single residential building with multiple dwelling units stacked vertically and horizontally. The building has a common external entrance and units are accessed through internal entrances.

DWELLING, SINGLE-FAMILY. A detached building used as one (1) dwelling unit.

DWELLING, TOWNHOME. A row or structure of three (3) or more attached, single-family, dwellings joined to one another at one (1) or more sides by a party wall or walls. Each dwelling has a dedicated exterior entrance.

EASEMENT. The area of land set aside or over or through which a liberty, privilege, or advantage in land, distinct from ownership of the land, is granted to the public or some particular person or part of the public.

EASEMENT, CONSERVATION. A type of Protective Covenant the boundary lines of which are graphically depicted on the face of a Certified Survey Map, Preliminary Plat, Final Plat and/or Condominium Plat used to conserve and preserve a natural resource feature that is protected under the provisions of this Ordinance.

EDUCATIONAL FACILITY. Public, private, parochial, charitable, or nonprofit junior college, college, or university, other than trade or business schools, including instructional and recreational uses, with or without living quarters, dining rooms, restaurants, heating plants, and other incidental facilities for students, teachers, and employees.

ELECTRIC VEHICLE CHARGING STATION. The equipment for charging electric-powered vehicles and the space on a site designated for its use.

ENHANCEMENT, (of Natural Resources): See NATURAL RESOURCE ENHANCEMENT

EQUIPMENT RENTAL, SALES, AND SERVICE. Establishments primarily engaged in the sale or rental of tools, trucks, tractors, construction equipment, agricultural implements, and similar industrial equipment, and the rental of mobile homes. Included in this use type is the incidental storage, maintenance, and servicing of such equipment.

EROSION. The detachment and movement of soil, sediment or rock fragments by water, wind, ice, or gravity.

ESSENTIAL SERVICES. See SERVICES, ESSENTIAL.

EXTRACTIVE INDUSTRY. On-site extraction of surface or subsurface mineral products or natural resources. Typical uses are quarries, borrow pits, sand and gravel operation, mining, and soil mining. Specifically excluded from this use is grading and removal of dirt associated with an approved site plan or subdivision or excavations associated with, and for the improvement of, a bona fide agricultural use.

EXTRATERRITORIAL PLAT APPROVAL JURISDICTION. The unincorporated area within one and one-half (1.5) miles of a fourth-class city or a village and within three (3) miles of all other cities. Wherever such statutory extraterritorial powers overlap with those of another city or village, the jurisdiction over the overlapping area shall be divided on a line all points of which are equidistant from the boundaries of each community so that not more than one community exercises extraterritorial powers over any area.

FAA. Federal Aviation Administration.

FARM. An area which is used for the growing of the usual farm products such as vegetables, fruit trees, and grain, and for the packing or storage of the products produced on the premises; as well as for the raising thereon of the usual farm poultry and farm animals such as horses and cattle, as secondary to crop raising. The term shall not include the commercial feeding of garbage or offal to swine or other animals, the commercial feeding of animals on open lots where no feed is raised on the premises, or the commercial feeding of poultry broilers, or laboratory animals, such as mice, rats, rabbits, etc.

FARMERS MARKET. The seasonal selling or offering for sale at retail of home-grown vegetables or produce, occurring in a predesignated area, where the vendors are generally individuals who have raised the vegetables or produce or have taken the same on consignment for retail sale.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The federal agency that administers the National Flood Insurance Program.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

FENCE₂: An artificially constructed barrier resting on or partially buried in the ground and rising above ground level, erected for the purpose of providing a boundary or as a means of protection, or to prevent uncontrolled access, or for decorative purposes or to screen from viewers in or on adjoining properties and streets the property or lot upon which the fence is erected. Invisible fences designed to contain household pets within a property shall be excluded from the definition of fences for the purposes of this UDO.

FINAL PLAT. The final map, drawing or chart on which the Subdivider's plan of subdivision is presented for approval and which, if approved, will be submitted to the Milwaukee County Register of Deeds.

FINANCIAL INSTITUTION. An establishment whose principal use or purpose is the provision of financial services, including, but not limited to, bank facilities for tellers, automated teller machines, credit unions, savings and loan institutions, and currency exchange establishments. This use shall not include establishments whose primary purpose is to accept applications, originate, underwrite, process or service residential or commercial loans secured by mortgage on real property.

FLAG LOT. A lot not fronting or abutting a public roadway and where access to the public roadway is limited to a narrow private right-of-way.

FCC. Federal Communications Commission.

FLOOR AREA, GROSS. The gross floor area of structures shall be the sum of the gross horizontal areas of the floors of such structures measured from the exterior faces of exterior walls or from the centerline of party walls separating two (2) buildings. Gross floor area shall include:

Basement space if at least half (0.5) of the basement story height is above the adjoining grade;

Elevator shafts and stairwells at each floor;

Floor space used for mechanical equipment where the structural headroom exceeds seven and one-half (7.5) feet; except equipment, open or enclosed, located on the roof; i.e., bulkheads, water tanks, and cooling towers;

Attic floor space where the structural headroom exceeds seven and one-half (7.5) feet;

Interior balconies and mezzanines;

Enclosed porches, but not terraces and breezeways;

Accessory structures.

FOOD TRUCK. A motorized vehicle or trailer equipped to cook, prepare, and/or sell food.

FOOD TRUCK COURT. A permanently established area designed to accommodate multiple food trucks and offering food and/or beverages for sale to the public as the main use of the property and functioning as a single business.

FOREST. An area with largely closed canopy wherein the branches and foliage of trees interlock overhead to provide extensive and nearly continuous shade

FREEWAY. A major highway having no intersections at grade and having fully controlled access.

FRONTAGE. All the property fronting on one (1) side of a street between the nearest intersecting streets or between a street right-of-way, waterway, or other similar barrier.

FUNERAL HOME. An establishment used for undertaking services such as preparing human dead for burial or cremation, display of the deceased and performing human funeral services.

GARAGE. An accessory structure or an accessory portion of the principal structure which is intended for and used to store the private passenger vehicles of household or households on the premises, and in which no business, service, or industry connected directly or indirectly with automobile vehicles is carried on; provided that not more than one-half (0.5) of the space may be rented for the private vehicles of persons not resident on the premises, except that all the space in a garage of one or

City of Franklin Unified Development Ordinance Update

two car capacity may be so rented. Such a garage shall not be used for more than one (1) commercial vehicle and the load capacity of such vehicle shall not exceed one-half (0.5) ton.

GENERAL RETAIL. A facility offering the sale of goods, products, or materials directly to a consumer. This shall include, but not be limited to, establishments that sell appliances, books, clothing, computers, electronics, eyeglasses, floral arrangements, furniture, groceries or specialty foods, hardware, jewelry, leather goods, medical supplies, office supplies, pets, toys, and music sale. The term shall not include restaurants or personal service establishment.

GENERAL SERVICE. An establishment primarily engaged in rendering services to individuals and business establishments which services cannot be categorized into one of the other defined service use categories in this Title. The services are typically provided without the retail sale of products or which such product sales are incidental to the service-driven purposes of the establishment, such as a beauty salon, day spa, medical massage establishment, or barber shop.

GOVERNMENTAL USES. A facility owned, operated, or occupied by a governmental agency to provide a governmental service to the public.

GRADE, STREET. The elevation of the established street in front of the building, measured at the center of such front. Where no street grade has been established, the City Engineer shall establish such street grade or its equivalent for the purpose of this UDO.

GUTTER. A shallow channel usually set along a curb or the pavement edge of a road for purposes of catching and carrying off runoff water.

HEALTH CARE FACILITY. An establishment where patients are admitted for special study and treatment by two or more licensed physicians practicing medicine together and their professional associates.

HEIGHT, FENCE. The vertical distance measured from the mean elevation of the natural lot grade along the fence to the highest point on the fence, excluding fence posts and supports. Fence posts and supports may protrude an additional six (6) inches above the highest point on the fence.

HELIPORT. A helistop that also includes all necessary passenger and cargo facilities, helicopter maintenance and overhaul, fueling service, storage, tie-down areas, hangars, and other necessary buildings and open spaces. Heliports include any of the uses of helistops.

HELISTOP. An area designated for the landing and taking off of helicopters for the purpose of picking up or discharging passengers or cargo, not including fueling or service facilities.

HOME BASED BUSINESS. Any business or commercial activity that is conducted, or proposed to be conducted, from property that is zoned for residential use and is clearly incidental and secondary to the use of the dwelling unit for residential purposes.

HOME IMPROVEMENT CENTER/LUMBERYARD. An establishment providing for the sale or rental of building supplies, construction equipment, or home decorating fixtures and accessories. This term includes a lumber yard or a contractors' building supply business and may include outdoor storage or tool and equipment sales or rental. This term does not include an establishment devoted exclusively to the retail sale of paint, wallpaper, or hardware or activities classified under vehicle/equipment sales and services, including vehicle towing services.

HOSPITAL. An institution devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment, or care for not less than twenty-four (24) hours in any week of three (3) or more nonrelated individuals suffering from illness, disease, injury, deformity, or other abnormal physical conditions. The term "hospital" as used herein does not apply to institutions operating solely for the treatment of insane persons, drug addicts, liquor addicts, or other types of cases necessitating restraint of patients, and the term "hospital" shall not be used for convalescent, nursing, shelter, or boarding homes.

HOTEL. A building containing lodging rooms for rent to transient guests and accessed from a common entrance lobby, and where lodging rooms do not have a doorway opening directly to the outdoors, except for emergencies.

HOUSEHOLD. A group of individuals, whether related or not, living together within a single dwelling unit.

City of Franklin Unified Development Ordinance Update

ILLUMINATION, MAXIMUM PERMITTED. The maximum illumination measured in footcandles six (6) inches above ground level.

IMPERVIOUS SURFACE. An area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Examples of impervious surfaces include, but are not limited to; rooftops, sidewalks, driveways, gravel or paved parking lots, and streets.

IMPROVEMENT. Any human-made immovable item which becomes part of, is placed upon, or affixed to real estate.

IMPROVEMENT, PUBLIC. Any sanitary sewer, storm sewer, open channel, water main, roadway, park, parkway, public access, curb and gutter, sidewalk, pedestrian way, bicycle path, stormwater detention and retention basins, planting strip, or other utility and/or facility for which the City may ultimately assume the responsibility for maintenance and operation.

INDOOR AGRICULTURE. A facility used for animal production, aquaculture, chicken egg production, crop production, dairy cattle and milk production, greenhouses as a principal use, other animal production, other poultry production, poultry hatchery, turkey production.

INDUSTRY, HEAVY. Manufacturing or other enterprises with significant external effects, or which pose significant risks due to the involvement of explosives, radioactive materials, poisons, pesticides, herbicides, or other hazardous materials in the manufacturing or other process.

INDUSTRY, LIGHT. A use that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packaging of finished products, predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Warehousing, wholesaling, and distribution of the finished products produced at the site is allowed as part of this use.

INCREASES IN REGIONAL FLOOD ELEVATION. A calculated upward rise in the regional flood elevation, equal to or greater than 0.01 foot, determined by comparing existing conditions and proposed conditions and which is directly attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients, and discharge.

LAKE. Any body of water two acres or larger in size as measured by the shoreline at its maximum condition rather than the permanent pool condition, if there is any difference.

LANDFILL. A lot or part thereof used primarily for the disposal by abandonment, dumping, burial, burning, or other means and for whatever purpose, of garbage, sewage, trash, refuse, junk, discarded machinery, vehicles or parts thereof, or nontoxic waste material of any kind.

LANDSCAPE PLAN. Shall include the information required in the Franklin Application Requirements Manual.

LANDSCAPE SURFACE RATIO (LSR). The ratio derived by dividing the area of landscaped surface by the base site area.

LANDSCAPING. Living material, such as grass, groundcover, flowers, shrubs, vines, hedges, and trees; and nonliving durable material such as rocks, pebbles, sand, mulch, wood chips or bark, walls, and fences, but not including paving.

LATERAL, SEWER. Pipes installed for conducting sewage from the street to the structure on a lot or parcel.

LATERAL, WATER. Pipes installed for conducting water from the street to the lot or parcel.

LETTER OF MAP AMENDMENT (LOMA). An official notification from the Federal Emergency Management Agency stating that a Flood Hazard Boundary Map or Flood Insurance Rate Map has been amended. LOMA's are usually issued because a property has been inadvertently mapped as being in the floodplain, but is actually on natural high ground at or above the regional flood elevation (one-hundred-year recurrence interval flood elevation).

LOADING AREAS AND PARKING AREAS AS A PRINCIPAL USE. The principal use of a property for off-street parking and loading of motor vehicles as defined in this UDO.

LOADING SPACE. An open, hard-surfaced area of land other than a street or a public way, the principal use of which is for the standing, loading, and/or unloading of motor vehicles, tractors, and trailers, to avoid undue interference with public streets and alleys.

City of Franklin Unified Development Ordinance Update

LODGING HOUSE. A building with not more than five (5) guest rooms where lodging is provided for compensation, pursuant to previous arrangement, but not open on a daily, overnight, or per meal basis to transient guests.

LOT. A parcel of land legally described as a distinct portion or piece of land of record.

LOT AREA. The area contained within the exterior, or peripheral, boundaries or lot lines of a lot excluding street and land under navigable bodies of water.

LOT COVERAGE. The area of a zoning lot occupied by the principal building or buildings, accessory structure(s) and accessory building(s).

LOT DEPTH. The mean horizontal distance between the front and rear lot lines of a lot measured within the lot boundaries.

LOT FRONTAGE. The front of a lot shall be that boundary of a lot along a public street.

LOT LINE. A property boundary line of any lot held in single or separate ownership, except that where any portion of the lot extends to the abutting street or alley, the lot line shall be deemed to be the street or alley right-of-way line.

LOT LINE, STREET SIDE: A side lot line which abuts a street and which is not a front lot line or a rear lot line.

LOT LINE, FRONT. The boundary of any lot which is along an existing or dedicated street. Where the lot abuts more than one dedicated street, the shortest of the lot lines that abut a dedicated street shall be the front lot line.

LOT LINE, INTERIOR SIDE: A lot line which abuts another lot and which is not a front lot line or rear lot line.

LOT LINE, REAR. The lot line or lot lines most nearly parallel to and most remote from the front lot line.

LOT LINE, SIDE. A lot line other than a front or rear lot line.

LOT OF RECORD. An area of land designated as a lot on a plat of subdivision or certified survey map recorded or registered pursuant to statute.

LOT WIDTH. The mean horizontal distance between the side lot lines measured within the lot boundaries, or the minimum distance between the side lot lines within the buildable area of a lot.

LOT, CORNER. A lot situated at the junction of and abutting on two (2) or more intersecting streets.

LOT, DOUBLE FRONTAGE. A lot, other than a comer lot, with frontage on two parallel or approximately parallel streets, and which is not a corner lot. Double frontage lots shall normally be deemed to have two front yards, two side yards and no rear yard. On a Double Frontage Lot both street lines shall be deemed front lot lines.

LOT, FLAG. A lot, typically not meeting minimum frontage requirements and where access to a public street is by a narrow, private access easement, strip of land, or driveway.

LUMINAIRE. A complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

MANUFACTURED HOME. A structure that is transportable in one or more sections, built on a permanent chassis, and designed to be used with or without a permanent foundation when connected to the required utilities. The term includes, but is not limited to, the definition of "mobile home" as set forth in regulations governing the Mobile Home Safety and Construction Standards Program. [24 C.F.R. 3282.7(a)]. Factory-built homes on permanent foundations are considered buildings, and are governed by the Wisconsin Uniform Dwelling Code.

MANUFACTURED HOME PARK. A parcel or contiguous parcels of land divided into two (2) or more manufactured home spaces for rent or lease.

MANUFACTURING. The making of anything by any agency or process.

MATERIALS, TOXIC. A substance (liquid, solid, or gaseous) which, by reason of a deleterious property, tends to destroy life or impair health.

City of Franklin Unified Development Ordinance Update

MICROBREWERY/MICROWINERY. A combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on- or off-site. A microbrewery shall produce no more than one-hundred fifty-five thousand (155,000) gallons of beer per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.

MICRODISTILLERY. A small scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.

MINOR LAND DIVISION. Any division of land not defined as a subdivision. Minor land divisions include the division of land by the owner or Subdivider resulting in the creation of two (2) but not more than four (4) parcels or the division of a block, lot or outlot within a recorded Subdivision Plat into not more than four (4) parcels or building sites without changing the exterior boundaries of said block, lot, or outlot. Such minor land divisions shall be made by a Certified Survey Map.

MIXED-USE. A building, structure, or site that contains two (2) or more of the following basic land use types: residential, place of assembly, recreation amusement and lodging, retail, service, eating and drinking, or industrial which are vertically integrated, and that are located over each other in whole or in part. Mixed uses may be integrated vertically within a building or structure or horizontally provided that they are physically interrelated by pedestrian areas that are uninterrupted by vehicular traffic. In horizontal integration of mixed uses, the uses may not be separated by roads or parking areas.

MOBILE HOME. Any trailer as defined herein used for residential purposes

MOBILE/MANUFACTURED HOME PARK. A parcel or contiguous parcels of land divided into two (2) or more manufactured home spaces for rent or lease.

MOTEL. A building containing lodging rooms rented temporarily to transient guests where access to each guest room is provided from the building's exterior.

MULTITENANT SHOPPING CENTER. A group of commercial establishments which is planned, developed, owned, and managed as a unit.

MUNICIPAL CODE. The Municipal Code of the City of Franklin, Milwaukee County, Wisconsin.

MUNICIPALITY. An incorporated village or city or an unincorporated town.

NATURAL RESOURCE PROTECTION PLAN. (See Division 15-7.0100 of this Ordinance.)

NATURAL RESOURCE FEATURES. Areas of woodlands, surface waters, surface water and wetland buffers, wetlands, shoreland wetlands, SEWRPC primary and secondary environmental corridors, and SEWRPC isolated natural resource areas, as further defined in this Ordinance.

NATURAL RESOURCE ENHANCEMENT: Improvement of existing natural resource feature through maintenance and management.

NATURAL RESOURCE RESTORATION: Rehabilitation of a degraded or damaged natural resource feature to reestablish its function minimally equivalent to an undamaged or undisturbed feature.

NONCONFORMING BUILDING. A building or structure, or portion thereof, lawfully existing at the time of the adoption of this Ordinance, which was designed, erected, or structurally altered for a use that does not conform after the passage of this Ordinance to the use regulations of the district in which it is located.

NONCONFORMING USE. Any building, structure, or land lawfully occupied by a use or lawfully established at the time of the adoption of this Ordinance or amendments hereto, which does not conform after the passage of this Ordinance, or amendments hereto, with the use regulations of this Ordinance.

City of Franklin Unified Development Ordinance Update Article 12. Definitions

Commented [ME3]: From DNR and United States Departme of Agriculture - Natural Resources Conservation Service:

NURSERY RETAIL. A place of business where retail and wholesale products and produce are sold to the consumer. These centers, which may include a nursery and/or greenhouses, import most of the items sold, and may include plants, nursery products and stock, potting soil, hardware, power equipment and machinery, hoes, rakes, shovels, and other garden and farm variety tools and utensils.

NURSERY WHOLESALE. The growing, storage, and sale of garden plants, shrubs, trees, or vines for resale, including incidental retail sales conducted from within a building not exceeding twenty (20) percent of the combined wholesale and retail sales volume during any year.

OBJECTING AGENCIES. The Wisconsin Department of Agriculture, Trade and Consumer Protection; the Wisconsin Department of Transportation; the Wisconsin Department of Natural Resources; the Wisconsin Department of Industry, Labor, and Human Relations and the county planning agency (as defined by § 236.02(a) of the Wisconsin Statutes).

OBSTRUCTION. An obstacle, impediment, or hindrance.

OBSTRUCTION TO FLOOD FLOW. Any development which blocks the conveyance of floodwaters such that this development by itself or in connection with any future similar development will cause an increase in regional flood height.

OFFICE. Business uses, with little direct contact with customers present at the office, which is engaged in the processing, manipulation or application of business information or professional expertise. This use shall include, but not be limited to, professional offices for nonprofit organizations, accounting, insurance, investment services, computer services, architecture, engineering, legal services, <u>real and real</u> estate services. See <u>Health Care Facility for medical and dental offices</u>, and doctors' and dentists' offices, but not medical offices as defined in this UDO. An office use is not materially involved in fabricating, assembling or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services.

OFFICE COMPLEX/BUSINESS PARK. A development which contains a number of separate office buildings, accessory and supporting uses, and open space all de-signed, planned, constructed, and maintained on a coordinated basis.

OFFICIAL MAP. That document as described by Chapter 62.23(6) of the Wisconsin Statutes, as amended, which shows the location of streets, highways, parkways, parks, playgrounds, railroad rights-of-way, waterways, and public transit facilities in the City of Franklin.

OPACITY. The degree of opaqueness, or relative sight screening value, as measured by levels of intensity of bufferyard foliage or other characteristics of the bufferyard including fencing, earthen berms, or walls.

OPEN SPACE. Any site, parcel, lot, area, or outlot of land or water essentially unimproved and set aside, dedicated, designated, or reserved for the public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space. Land that is to be used primarily for resource protection, agriculture, recreational purposes, or otherwise left undisturbed and specifically excluding road rights-of-way and lots. Open space land shall not be occupied by nonrecreational buildings, roads, drives, public rights-of-way, or off-street parking areas for nonrecreational uses. Land located within the yards or lots of residential and/or nonresidential properties is not considered open space unless it is deed restricted for open space protection or natural resource features protection. Where lots are above the minimum sizes required and the excess lot area is deed restricted to open space uses it may be counted as open space.

OPEN SPACE, PUBLIC. An open space area conveyed or otherwise dedicated to a municipality, municipal agency, public school district, state or county agency, or other public body for recreational or conservational uses. Any publicly owned open area, including, but not limited to, the following: parks, playgrounds, forest preserves, beaches, waterways, and parkways but not including streets or dedicated public rights-of-way.

ORDINARY HIGH WATER MARK. The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic. Where the bank or shore at any particular place is of such character that it is difficult or impossible to ascertain where the point of ordinary high-water mark is, recourse may be had to the opposite bank of a stream or to other places on the shore of a lake or flowage to determine whether a given stage of water is above or below the ordinary high water mark.

City of Franklin Unified Development Ordinance Update Article 12. Definitions 14 Commented [RM4]: Revision by City Development staff.

OUTDOOR ACTIVITY/OPERATION/STORAGE. The subordinate use of a lot for sustained and continuous outdoor use customarily incidental to the primary use of the zoning lot.

OUTDOOR DINING. Use of an adjacent, outside area by a food or beverage establishment with a liquor license for on-premises consumption, for the same eating and drinking activities that occur within the establishment including, without limitation, the service and consumption of alcoholic beverages.

OUTDOOR DISPLAY/SALE OF MERCHANDISE. The display and/or sale of merchandise or equipment outside of an enclosed building by the occupant of the primary building of the lot.

OUTLOT. A parcel of land, other than a lot or block, so designated on the plat, but not required to adhere to thelot area or width standards of the governing district, which can be either redivided into lots or combined in the future with one or more other adjacent outlots or lots in adjacent subdivisions or minor land divisions in the future for the purpose of creating buildable lots. In addition an outlot may also be any parcel of land depicted upon a plat or certified survey map which has been designated outlot as determined necessary by the Common Council to reserve such parcel for a future potential use or as necessary to further the purposes of this Ordinance and such designation as outlot shall mean that the designated parcel is unbuildable. An outlot designation may be removed by the Common Council upon its determination upon a further division that the reasons for the designation no longer exist or that the purposes of this Ordinance are further served by the removal of such designation.

OWNER. A person, individual, firm, association, syndicate, partnership, private corporation, public or quasi-public corporation, or combination of these having sufficient proprietary interest to seek development of land. For purposes of successive division of a parcel of land by Certified Survey Maps, "owner" shall include any related person, firm, partnership or corporation, to whom conveyance has been made within two (2) years of application for approval of a Certified Survey Map. "Related" shall mean any natural person related to a transferor by blood or marriage, any person acting in an agency or trust capacity, any partnership in which the transferor is a partner and any corporation in which the transferor is a stockholder, officer or director, or in which related persons are stockholders, officers or directors.

PARK, see RECREATION AREA

PARKING AREA. An open, hard-surfaced area, other than a street or public way, designed, arranged, and made available for the storage of passenger automobiles and/or commercial vehicles under one and one-half (1 ½) tons capacity, of occupants of the building or buildings for which the parking area is developed and is accessory.

PARKING SPACE. A surfaced and permanently maintained area on privately or publicly owned property, either within or outside of a building, of sufficient size to store one (1) automobile.

PARTICULATE MATTER. For the purposes of determining air contaminations, particulate matter is any material other than water which is suspended in or discharged into the atmosphere in a finely divided form as a liquid or solid capable of being airborne or gasborne. Dust is solid particulate matter capable of being airborne or gasborne.

PERMITTED USE. A use allowed by-right in a particular zoning district.

PERSON. Includes any natural person, firm, corporation, or partnership.

PLACE OF ASSEMBLY, INDOOR COMMERCIAL. An enclosed building wherein individuals or groups of people gather for an attraction or service used for commercial purposes, such as but not limited to, recreation establishment, theaters, ice rinks, art galleries, live performance theaters, learning centers, clubs or lodges, exhibit halls and experiential retail where merchandise for sale is accessory to the principal use as a gathering place structured around an activity including but not limited to art, live music, or visual displays.

PLACE OF ASSEMBLY INDOOR NON-COMMERCIAL. A building wherein individuals or groups of people gather for an attraction or service not used for commercial purposes such as but not limited to, community centers, learning centers, clubs or lodges, exhibit halls, civic organizations, lodges, libraries, museums, municipal buildings, auditoriums, or religious institutions.

PLACE OF ASSEMBLY OUTDOOR COMMERCIAL. Premises wherein individuals or groups of people gather outside a building for an attraction or service used for commercial purposes, such as but not limited to, outdoor recreation establishment, miniature golf courses, and ice rinks.

City of Franklin Unified Development Ordinance Update

PLAN COMMISSION. The City of Franklin Plan Commission created by the Common Council pursuant to § 62.23 of the Wisconsin Statutes.

PLAN, DEVELOPMENT. The Milwaukee County Development Plan (including components thereof including park, recreation, open space, and transportation plans) text and all accompanying maps, charts, explanatory material adopted by Milwaukee County pursuant to § 59.97 of the Wisconsin Statutes, and all amendments thereto.

PLAT. The map, drawing, or chart on which the Subdivider's land division or Condominium Developer's condominium is presented to the City of Franklin for approval.

POND. All bodies of water less than two acres in area as measured by the shoreline at its maximum condition rather than the permanent pool condition, if there is any difference.

POND, LANDSCAPE. A decorative, constructed body of water less than two acres in area. Landscape ponds are not designed to manage stormwater, nor are they connected to naturally occurring bodies of water.

PORCH. A roofed-over structure projecting out from the wall or walls of a principal structure and commonly open to the weather in part.

PRE-EXISTING TOWERS/ANTENNAS. Any tower or antenna for which a building permit, special use permit or other necessary approval has been properly issued prior to the effective date of this Ordinance.

PRELIMINARY PLAT. A map showing the salient features of a proposed subdivision submitted to an approving authority for purposes of preliminary consideration.

PRINCIPAL USE. The main use of a lot or buildings as distinguished from a subordinate or accessory use.

PROHIBITED USE. A use not permitted as a by-right, special use, or temporary use in the governing district.

PUBLIC WAY. Any public road, street, highway, walkway, drainageway, or part thereof.

RAILROAD USE. The occupation and use of land, buildings, and structures for purposes directly connected with rail transportation of articles, goods, and passengers, including such facilities as tracks, sidings, signal devices and structures, shops and yards for maintenance and storage of rail machinery, loading platforms, and passenger and freight terminals, but excluding freight terminals and yards, and similar facilities, which are maintained and operated by the owning railroad or by a lessee for the purposes auxiliary to rail transportation, or by a lessee for the purposes auxiliary to rail transportation, or by a lessee for the purposes auxiliary to rail transportation; provided, however, that the operation of such facilities as a hobby or as part of an amusement business shall not be considered a railroad use.

RECREATION AREA! An outdoor recreation site serving a single or several neighborhood(s) and containing open space and natural resources intended for active and passive recreation. Recreational facilities located in such areas can include, but not necessarily limited to, baseball, softball, tennis, basketball, playground or playfield (which may be associated with a middle or high school), picnicking, swimming, bicycle paths, hiking trails, and bird watching areas, etc.

RECYCLING FACILITY. An establishment for the processing (separation and/or recovery) or collection of recyclable materials from solid wastes. Recycling of oil or other liquids may also occur.

REGISTER OF DEEDS. Milwaukee County Register of Deeds.

REPLAT. The process of changing, or the map or plat which changes, the boundaries of a recorded Subdivision Plat, Certified Survey Map, or part thereof. The division of a large block, lot or outlot within a recorded Subdivision Plat or Certified Survey Map without changing the exterior boundaries of said block, lot, or outlot is not a replat.

RETAINING WALL. Any wall built or designed to retain or restrain lateral forces of soil or other materials, said materials being similar in height to the height of the wall. Other types of walls that are solely aesthetic or decorative in nature and are not intended to retain soil or other materials in place shall not qualify as a retaining wall.

City of Franklin	
Unified Development Ordinance Update	

Article 12. Definitions

Commented [ME5]: New definition of landscape pond

Commented [ME6]: Definition of Park and Trail are both encompassed by this; it aligns with the text of this UDO and other definition examples so we are employing it for both.

RESTAURANT. An establishment at which food is sold for consumption on the premises to patrons seated within an enclosed building located on the premises and including the serving of alcoholic beverages when served with and incidental to the serving of food.

RESTORATION (of natural resources): See NATURAL RESOURCE RESTORATION

RIVER. A course of running water, either perennial or intermittent, flowing in a channel.

ROOFLINE. The top or bottom edge of a roof or building parapet, excluding any cupolas, pylons, chimneys, or other minor projections.

RUNOFF. Storm water or precipitation including rain, snow, ice melt or similar water that moves on the land surface via sheet or channelized flow.

SALVAGE YARD. A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material or equipment.

SANITARY SEWER. A system for the treatment and disposal of sewage in which sewage is conveyed by interceptor to a publicly operated treatment plant and disposed of.

SEASONAL SALES. Christmas tree, pumpkins and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed thirty (30) days.

SELF-SERVICE STORAGE FACILITY. A building or group of buildings that are used for the storage of personal property or records, where individual owners or tenants control individual storage spaces.

SENIOR HOUSING. Housing/accommodations, other than a single-family dwelling, and services designed and staffed to provide housing and services along the continuum of an elderly person's needs, such as assistance for bathing, dressing, medication, meal preparation, or other functions. In addition to housing, this type of facility may also provide convenience services, such as meals, housekeeping, transportation, and community facilities, such as central dining rooms and activity rooms.

SENIOR HOUSING, ASSISTED LIVING. A combination of housing and maintenance services provided to residents on-site within the same building and in response to the individual needs of residents. Supportive services such as meals, dietary supervision, housekeeping, transportation to shopping and medical appointments, social and recreational activities, educational activities, and security and response systems on-site within the same building to meet resident needs. These services can also include on-site medication management or intermittent health care services from qualified providers located within the same building. Services are furnished in a way that promotes self-direction and participation in decisions that emphasize independence, individuality, and privacy in a residential surrounding.

SENIOR HOUSING, NURSING CARE. A type of Senior Housing facility wherein for compensation, nursing care is provided for persons suffering from illness, which is not sufficient severity to require hospitalization, or persons requiring further institutional care.

SENIOR HOUSING, TOTAL LIFE CARE. A type of Senior Housing facility intended for the elderly including both assisted living and nursing care services.

SERVICES, ESSENTIAL. Services provided by the public and private utilities, necessary for the exercise of the principal use or service of the principal structure. These services, whether installed underground, at the surface, above ground, or overhead, include installations for gas, electrical, steam, water, sanitary severage, storm water drainage, and communications; and accessories thereto, such as poles, towers, wires, mains, drains, vaults, culverts, laterals, sewers, pipes, inlets, manholes, water storage tanks, conduits, cables, fire alarm boxes, police call boxes, traffic signals, pumps, lift stations, and hydrants, but not including buildings. Essential Services include governmental emergency notification systems, including, but not limited to, outdoor warning siren systems, whether installed upon or within buildings, or upon outdoor poles or other support structures. Essential services also includes the removal of any obstruction, vegetative or otherwise, within or adjacent to a stream, watercourse, drainageway, channel, ditch, swale or the like, artificial or natural, or within or adjacent to a natural resource feature supporting surface water drainage, which obstruction impedes the natural or intended drainage of such feature or facility, so as to cause or precipitate flooding, provided that such removal is performed by or under the direction of a governmental agency, or

City of Franklin Unified Development Ordinance Update Article 12. Definitions 17 **Commented [ME7]:** Definition of river provided as requested by Comm Haley. WI DNR notes that state law does not distinguisl between a river and a stream so the definition is the same.

Commented [RM8]: Retained from current UDO

upon private property by the owner of the property, after obtaining all necessary governmental permits. In the case of an emergency which endangers persons or property, including but not limited to storm damage, essential services shall also include the removal of dead or damaged vegetation presenting such danger which is located within a natural resource, provided that such removal is performed by or under the direction of a governmental agency, or upon private property by the owner of the property, after obtaining all necessary governmental permits.

SETBACK. The minimum required horizontal distance by which any building or structure shall be separated from a lot line, measured along a straight line and at a right angle to such lot line, and the nearest point of a building or structure.

SETBACK LINE. A line parallel to the lot line at a distance from it, regulated by the yard setback requirements of this Ordinance.

SHORT-TERM RENTAL. A dwelling unit that serves as the owner or renter's primary residence but is leased or rented for a fee for a maximum of thirty (30) consecutive days, such as vacation rentals or homestays, including without limitation rentals offered via web-based home or room sharing services such as AirBNB, VRBO, and HomeAway.

SIDEWALK. A paved path provided for pedestrian use and usually located at the side of a road within a public street right-of-way but physically separated by distance from the road pavement.

SIGN. Any object, device, display or structure or part thereof which is used to advertise, identify, display, direct or attract the attention to an object, person, institution, organization, business, project, service, event, or location by any means including words, letters, figures, designs, symbols, fixtures, colors, motion illumination or projected images whether affixed to a building or separate from any building.

A-FRAME/SANDWHICH BOARD SIGN: A temporary or movable sign not secured or attached to the ground or surface upon which it is located and constructed in such a manner as to form an "A" or a tentlike shape with each angular face held at an appropriate distance by a supporting member and which may or may not be hinged at the top.

ATTENTION GETTING DEVICE. Any pennant, flag, valance, banner, propeller, spinner, streamer, searchlight, balloon and similar device or ornamentation designed for purposes of promotion or advertising or attracting attention.

AWNING/CANOPY SIGNS. Shall include any fixed sign, as well as retractable or removable marquee, canopy and awning, respectively, projected over, suspended above or erected upon any public thoroughfare.

BILLBOARDS. A single- or double-faced freestanding sign permanently erected on the premises, including changeable copy signs, used for the display of commercial information not associated with the conduct of a business or enterprise located on the same premises of such sign.

ELECTRONIC MESSAGE BOARDS. A sign with a fixed or changing display/message composed of a series of lights that may be changed through electronic means. A time and/or temperature sign shall not be considered an electronic graphics sign.

FEATHER SIGNS. A portable sign that is printed on knitted polyester and used for outdoor marketing and advertising purposes.

FREESTANDING SIGN. A sign completely or principally self-supported by a post(s) or other support(s) independent of any building or other structure and anchored in or upon the ground.

INTERNALLY ILLUMINATED SIGNS. A sign, all or any part of the letter or design of which is made of incandescent, neon or other types of lamps; a sign with painted, flush or raised letter lighted by an electric lamp or lamps attached thereto; a sign having a border of incandescent or fluorescent lamps thereto attached and reflecting light thereon; or a translucent sign, whether lighted by electricity or other illuminant.

MARQUEE SIGNS. A sign designed to have changeable copy, either manually or electronically. Marquee signs may be a principal identification sign, a freestanding sign, or a wall sign.

MONUMENT SIGNS. A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.

OFF-PREMISES SIGNS. A sign which directs attention to or advertises a use, business, commodity, service or activity not conducted, sold or offered upon the premises where the sign is located. This term also includes those signs commonly known as advertising signs, billboards and poster panels.

ON-SITE TRAFFIC DIRECTIONAL SIGNS. Any on-premises sign that includes information assisting in the flow of pedestrian or vehicular traffic such as enter, exit, and one-way.

PENNANTS/STREAMERS/PORTABLE SIGNS. sign, with or without a logo, made of flexible materials suspended from one or two corners, used in combination with other such signs to create the impression of a line.

POLE/PYLON SIGNS. A freestanding sign that is affixed, attached, or erected on a pole that is not itself an integral part of or attached to a building or structure.

POST SIGNS. A sign that consists of one or two posts on either side and is used for municipal or commercial purposes.

PROJECTING SIGNS. A sign which projects more than twelve (12) inches (12") from the face of any building or wall which supports said sign. Any sign suspended under a marquee and in a place approximately perpendicular to the wall of the building supporting the marquee shall not be deemed to be a "projecting sign".

ROOF SIGNS. A sign erected, constructed or maintained in whole or in part upon or over the roof of a building or structure. Roof signs shall not include those signs maintained upon the lower slope of a mansard roof which do not extend above the uppermost point of the lower slope. Such signs shall be classified as wall signs.

TEMPORARY SIGNS. Any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboards, wallboard or other materials, with or without frames, for use for a limited period of time.

WALL SIGNS. A sign mounted or attached to and supported by the wall of any part of a building or structure, except the roof, in a plane parallel to that of the supporting wall, consisting of individual or grouped letters and/or symbols. A wall sign may not project more than twelve (12) inches from the plane of the surface to which it is attached.

WINDOW SIGNS. Any sign painted on, affixed to or placed against any window or which is placed in a display case for view from the outdoors through a window when such sign is visible from any public right-of-way.

YARD SIGNS. A small advertising sign that is placed on a street-facing lawn.

SITE PLAN. A site plan shall contain the requirements specified in the applications manual.

SKETCH PLAN. A site plan shall contain the requirements specified in applications manual.

SLOPE. The degree of deviation of a surface from the horizontal, usually expressed in percent or degrees.

SLOPE, STEEP. Three categories of steep slopes are defined herein for use in this Ordinance. These categories are based upon the relative degree of the steepness of the slope as follows: 10% to 20%, 20% to 30%, and greater than 30%. No land area shall be considered a steep slope unless the steep slope area has at least a ten-foot vertical drop and has a minimum area of five-thousand (5,000) square feet. Steep slopes exclude man-made steep slopes.

SMOKE. Small gasborne particles other than water that form a visible plume in air.

SOLAR ENERGY COLLECTION SYSTEM. All equipment required to harvest solar energy to generate electricity, including storage devices, power conditioning equipment, transfer equipment, and parts related to the functioning of those items.

SOLAR ENERGY COLLECTION SYSTEM, CANOPY. A solar energy collection system consisting of elevated solar panels installed above parking lots, carports and other paved areas.

SOLAR ENERGY COLLECTION SYSTEM, GROUND-MOUNTED. A solar energy collection system and associated mounting hardware that is affixed to or placed upon the ground including but not limited to fixed, passive, or active tracking racking systems and located on a site.

City of Franklin Unified Development Ordinance Update

SOLAR ENERGY COLLECTION SYSTEM, ROOF-MOUNTED. A solar energy collection system that is structurally mounted to the roof of a building or other permitted structure, including limited accessory equipment associated with system which may be ground mounted. It is installed parallel to the roof with a few inches gap.

SOLAR FARM. A device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal or electrical energy.

SOLID WASTE FACILITY. All contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The phrase "solid waste facility" includes a publicly or privately owned facility consisting of one or several processing, storage, or disposal operational units such as landfills, surface impoundments, or a combination of units.

STANDARDS AND SPECIFICATIONS FOR DEVELOPMENT. The set of standards and specifications which the City uses, and has established as public policy, for the installation of improvements as set forth in this Ordinance. Said "Standards and Specifications for Development" shall be in printed form and shall consist of the City of Franklin Land Development Handbook as amended and any other additional standards, specifications, and design guidelines which the City may use.

STORAGE YARD. Any site, or portion thereof, that is used for the storage of any products or materials. vehicles, equipment, junk, or scrap outside the confines of an enclosed building.

STORY. That portion of a building included between the surface of any floor and the surface of the floor above it, or if there is no floor above, then the space between the floor and the ceiling above it. Any portion of a story exceeding fourteen (14) feet in height shall be considered as an additional story for each fourteen (14) feet or fraction thereof.

STREAM. A course of running water, either perennial or intermittent, flowing in a channel.

STREAM CENTERLINE. The midpoint of a stream or river, measured by dividing the distance between meander lines or established banks.

STREET. A public way, other than an alley, which affords a primary means of access to abutting property.

STREET GRADE. The elevation of a street in front of a property.

STREET LINE. A line separating a lot, piece, or parcel of land from a street.

STREET, ARTERIAL. A federal-, state-, or county-marked route normally having four lanes for traffic and some form of median marker. May also be a city-designated "arterial street" in the adopted City of Franklin Comprehensive Master Plan or component thereof, or on the Official Map Parking may be banned. A street used, or intended to be used, primarily for fast or heavy through traffic providing for the expeditious movement of through traffic into, out of, and within the community. Arterial streets shall include freeways and expressways as well as standard arterial streets, highways, and parkways. Arterial streets shall be located to minimize the penetration of such streets through existing and proposed residential areas. Arterial streets shall be designed to convey an average daily traffic (ADT) of three-thousand (3,000) and greater.

STREET, COLLECTOR. A street used, or intended to be used, to carry traffic from minor streets to the system of arterial streets including principal entrance streets to residential developments and/or activity/employment centers. Collector streets shall be designed to convey an average daily traffic (ADT) of between five-hundred (500) and three-thousand (3,000).

STREET, FRONTAGE. A minor street auxiliary to and located on the side of an arterial street for control of access and for service to the abutting development.

STREET, MINOR. A street used, or intended to be used, primarily for access to abutting properties. Residential minor streets that are designed as either looped or through streets shall be designed so that no section conveys an average daily traffic (ADT) greater than five-hundred (500). Residential minor land access streets that are designed as permanent cul-de-sac streets shall be designed so that no section conveys an average daily traffic (ADT) greater than two-hundred-fifty (250).

STRUCTURAL ALTERATIONS. Any change in the supporting members of a structure, such as foundations, bearing walls, columns, beams, and girders.

City of Franklin Unified Development Ordinance Update

STRUCTURE. Anything constructed or erected which requires location on the ground, including a fence or free-standing wall. A signor other advertising medium, detached or projecting, shall be construed to be a structure.

SUBDIVIDER. Any person, firm or corporation, or any agent thereof, dividing or proposing to divide land resulting in a subdivision, minor land division (Certified Survey Map) or replat.

SUBDIVISION. The division of a lot, parcel, or tract of land by the owners thereof, or their agents, for the purpose of transfer of ownership or building development where the act of division creates five or more parcels or building sites of 1.5 acres each or less in area; or where the act of division creates five or more parcels or building sites of 1.5 acres each or less in area by successive division within a period of five years.

SUBDIVISION PLAT. The final map and other writing containing all the descriptions, locations, specifications, dedications, provisions, and information concerning a subdivision.

SUBGRADE. The natural ground lying beneath the structural portion of a road.

SURETY BOND. A bond guaranteeing performance of a contract or obligation through forfeiture of the bond if said contract or obligation is unfulfilled by the Subdivider.

SURFACE WATER. All natural and artificial named and unnamed lakes and all naturally flowing streams within the boundaries of the state, but not including cooling lakes, farm ponds, and facilities constructed for the treatment of wastewaters.

TELECOMMUNICATIONS TOWER. A structure that acts as an antennae or to which telecommunications equipment is attached.

TEMPORARY USE. A use of a structure, trailer or property for a limited period, for a specific purpose that is not the permanent use of the property. Any temporary facility or use shall be removed at the cessation of the occurrence of the property causing the temporary use.

TOWER. Any structure that is designed and constructed for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

TOXIC AND NOXIOUS MATTER. Any solid, liquid, or gaseous matter, including but not limited to, gases, vapors, dusts, fumes, and mists, containing properties which by chemical means are inherently harmful and likely to destroy life or impair health, or capable of causing injury to the well-being of persons or damage to property.

TRAIL. A multi-purpose path typically serving non-motorized transportation uses such as; walking, running, hiking, biking, snowshoeing and crosscountry skiing. A trail is often physically separated (sometimes on a separate right-of-way) from motor vehicle traffic by open space or a barrier. See also RECREATION AREA

TRAILER. A vehicle without motor power used or adaptable for living, sleeping, hauling, business, or storage purposes, having no foundation other than wheels, blocks, skids, jacks, horses, or skirting, which does not meet building code requirements, and has been or reasonably may be equipped with wheels or other devices for transporting the structure from place to place. The term "trailer" shall include "camp car" and "house car." A permanent foundation shall not change its character unless the entire structure is erected in accordance with prevailing City codes and Ordinances.

TREE. Any self-supporting, woody plant together with its root system, growing upon the earth usually with one trunk, or a multistemmed trunk system, supporting a definitely formed crown.

TREE, CANOPY. A tree whose leaves would occupy the upper level of a forest in a natural ecological situation. These trees are often referred to as shade trees.

TREE, STREET. A tree located in a public place, street, special easement, or right-of-way adjoining a street.

TRUCK PARKING . Any land used or intended to be used for the storage or parking of trucks, trailers, tractors, and including commercial vehicles, while not loading or unloading, which exceed one and one-half (1 ½) tons in capacity.

City of Franklin Unified Development Ordinance Update Article 12. Definitions 21

Commented [ME9]: Adtl Definition Commented [ME10R9]: From the CORP

1

USE. The purpose for which land or a building thereon is designed, arranged, or intended, or for which it is occupied or maintained, let or leased.

USE, ACCESSORY. A use or structure subordinate to the principal use of a building or to the principal use of land and which is located on the same lot serving a purpose customarily incidental to the use of the principal building or land use.

USE, CONDITIONAL. A use that requires the approval of a Conditional Use Permit (Article 9) prior to establishment.

USE, NONCONFORMING. A use of a structure or land that was legal when it was established, but no longer conforms to current regulations.

USE, PERMITTED. A use that does not required conditional use permit approval.

USE, PRINCIPAL. The main use of land or buildings as distinguished from a subordinate or accessory use.

UTILITY, PUBLIC. Any person, firm, corporation, or municipal department duly authorized to furnish under public regulation to the public, electricity, gas, steam, telephone, transportation, or water.

VARIANCE. Limited relief from the requirements of this UDO granted by Board of Zoning and Building Appeals to a particular property with special circumstances where strict application of those requirements will create a practical difficulty or particular hardship prohibiting the use of land in a manner otherwise allowed under this chapter. Such limited relief does not change the underlying zoning of the parcel.

VEHICLE, COMMERCIAL. Any vehicle over six-thousand (6,000) pounds empty weight.

VEHICLE FUEL SALES. Any lot or parcel of land or portion thereof used partly or entirely for storing or dispensing flammable liquids, combustible liquids, liquified flammable gas, or flammable gas into the fuel tanks of motor vehicles.

VETERINARY SERVICES. A lot, building, structure, enclosure, or premises whereon or wherein three or more dogs, cats, or other domestic animals are kept or maintained and is operated by, or the treatment therein is under direct supervision of, a veterinarian licensed to practice by the State of Wisconsin. A facility rendering surgical and medical treatments to animals, having no limitation to overnight accommodations for such animals. Crematory facilities shall not be allowed in an animal hospital.

VIBRATION. Ground transmitted oscillations. The periodic displacement or oscillation of the earth.

WAREHOUSE. A use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment.

WASTEWATER TREATMENT PONDS AND FACILITIES. A facility designed for the collection, removal, treatment, and disposal of waterborne sewage generated within a given service area.

WATERBORNE TRANSPORTATION USES. Activities which can be carried out only on, in, or adjacent to water areas because the use requires access to the water body for: waterborne transportation including ports or marinas; recreation; electrical generating facilities; or water supply.

WATERCOURSE. A permanent or intermittent stream channel.

WATER SUPPLY LINES. The system of pipes, structures, and facilities through which a water supply is obtained, treated, and sold or distributed for human consumption or household use,

WETLAND. An area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils indicative of wet conditions.

WETLAND, ARTIFICIAL. A human-constructed system with hydrophytic vegetation used for the treatment or storage of water.

WETLAND BUFFER. See definition for Buffer, Surface Water or Wetland.

WETLAND, DEGRADED. A wetland in a condition determined by an Assured Delineator through a site-specific analysis as meeting all of the criteria therefor set forth under Division 15-07.02.D(2)(d) of this Ordinance.

City of Franklin Unified Development Ordinance Update

WETLAND, FEDERAL JURISDICTION. A wetland determined by an Assured Delineator through a site-specific analysis as subject to jurisdiction of the State of Wisconsin or United States Army Corps of Engineers.

WETLAND, NON-FEDERAL JURISDICTION. A wetland determined by an Assured Delineator through a site-specific analysis as not subject to jurisdiction of the State of Wisconsin or United States Army Corps of Engineers.

WETLAND, SHORELAND. A wetland designated as a shoreland wetland on the Wisconsin wetland inventory maps prepared by the Department of Natural Resources.

WIND FARM. A group of devices, such as a wind charger or wind turbine, which converts wind to a form of usable energy.

WISCONSIN ADMINISTRATIVE CODE. The rules of administrative agencies having rule-making authority in Wisconsin, published in a loose-leaf, continual revision system as directed by § 35.93 and Chapter 227 of the Wisconsin Statutes, including subsequent amendments to those rules.

WOODLAND. An area or stand of trees with a minimum of eight or more individual trees with a DBH of at least 6 inches, whose combined canopies cover at least 50% of the area. The area is defined using the perimeter of the canopies during full leaf-on. Woodland may include without limitation trees, woodlands, forests, and oak-savanna complexes.

WHOLESALE ESTABLISHMENT. An establishment primarily engaged in selling and/or distributing merchandise to retailers; to industrial, commercial, institutional, or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

YARD. An open space on the same zoning lot with a principal building or group of buildings, which is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted in this ordinance, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district in which the zoning lot is located.

YARD, FRONT. A yard extending along the full length of the front lot line between the side lot lines.

YARD, INTERIOR SIDE. A side yard located immediately adjacent to another zoning lot or to an alley separating such side yard from another zoning lot.

YARD, REAR. A yard extending along the full length of the rear lot line between the side lot lines. On a corner lot, the rear yard shall be that yard directly opposite the front yard. Lots with only three (3) lot lines shall have at least one rear yard.

YARD, SIDE. A yard extending along a side lot line from the front yard to the rear yard.

YARD, STREET SIDE. The area extending between the front yard and the rear yard or rear street yard and situated between the side street lot line and the face of the principal building which is parallel to, or most nearly parallel to, the side street lot line.

ZONING ADMINISTRATOR. The Zoning Administrator of the City of Franklin, Milwaukee County, Wisconsin or a designee as may be authorized by the Common Council.

ZONING BOARD OF APPEALS. Reference to "Zoning Board of Appeals" shall refer to the Board of Zoning and Building Appeals of Franklin, Wisconsin.

ZONING COMPLIANCE PERMIT. The permit required by this Ordinance prior to the commencement of a new use allowed byright in the governing zoning district, and which do not involve the erection, reconstruction, enlargement, or moving of any building or structure, or the construction of, addition, or alteration of an existing single-family detached or duplex use allowed byright in the governing zoning district.

ZONING DISTRICT. As defined by the City of Franklin Unified Development Ordinance and its accompanying maps as amended.

ZONING LOT. A single tract of land located within a single block which (at the time of filing for a building permit) is designated by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. Therefore, a zoning lot may or may not coincide with a lot of record.

City of Franklin Unified Development Ordinance Update

ZONING MAP. The map or maps incorporated into this Ordinance as a part hereof, designating and delineating boundaries of zoning districts.

City of Franklin Unified Development Ordinance Update

Exhibit B

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY Draft 4/29/25 RM

ORDINANCE NO. 2025-

AN ORDINANCE TO ADOPT THE UNIFIED DEVELOPMENT ORDINANCE (UDO) REWRITE AS CHAPTER 15 OF THE MUNICIPAL CODE TO REPLACE AND TO REPEAL THE CURRENT UDO (ORDINANCE NO. 98-1493)

WHEREAS, on June 1, 2021, the City of Franklin entered into a contract with Houseal Lavigne Associates, LLC, an urban planning consultant, to assist in the full rewrite of the Unified Development Ordinance (UDO), to update the City zoning and land division regulations; and on January 16, 2024, the City amended such agreement for additional services to the UDO Rewrite; and

WHEREAS, a UDO Rewrite Task Force was given the charge of reviewing and gaining public input toward adoption of the Unified Development Ordinance Rewrite, the task force consisting of the City of Franklin Plan Commission, two (2) members of the Environmental Commission and one (1) member of the Economic Development Commission; and

WHEREAS, the Plan Commission held a public hearing on January 23, 2025, to hear public input about the Unified Development Ordinance Update Rewrite; and two (2) additional meetings on March 6 and April 3, 2025; Planning staff and the consultant held a public open house on December 9, 2024, a public workshop on August 26, 2021, and two (2) focus group meetings on May 20 and July 30, 2024; Planning staff presented six (6) status updates to the Common Council between September 7, 2021 and November 19, 2024; and the UDO Rewrite Task Force held fourteen (14) meetings to review this UDO Rewrite between February 3, 2022 and September 19, 2024; and

WHEREAS, the Plan Commission recommended at its meeting on April 3, 2025, that the Common Council adopt the Unified Development Ordinance (UDO) Rewrite; finding the Ordinance updates and replaces the current Unified Development Ordinance, adopted by Ordinance No. 98-1493; is consistent with the City's Comprehensive Master Plan; sets development policy as requested by the citizens of Franklin for adequate densities preserving natural features and open space while providing opportunities for economic growth; creates a readable format; and upholds the protection of the health, safety and welfare of the general public; and

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

SECTION 1: Under the authority granted by Sections 62.23(7), 62.231, 87.30, 281.31 and 236.45 of the Wisconsin Statutes and amendments thereto, adoption of the ordinance to be known as, referred to, or cited as,

ORDINANCE NO. 2025-____ Unified Development Ordinance (UDO) Rewrite Page 2

> "UNIFIED DEVELOPMENT ORDINANCE, CITY OF FRANKLIN, WISCONSIN" (attached hereto as Exhibit A and incorporated herein), which shall replace the current Unified Development Ordinance as Chapter 15 of the City Municipal Code.

- SECTION 2: The current Unified Development Ordinance, adopted by Ordinance No. 98-1493, and Municipal Code Chapter 210 Signs and Billboards are hereby repealed and all other ordinances or parts of ordinances inconsistent or conflicting with this Ordinance, to the extent of the inconsistency are hereby repealed, with the exception of UDO Part 8 Improvements and Construction and Section 15-3.1107 Noise.
- SECTION 4: This ordinance shall take effect on June 9, 2025; after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this day of ______, 2025, by Alderperson

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ______ day of ______, 2025.

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

BLANK PAGE

BLANK PAGE

Proposed zoning revisions to selected parcels per feedback from Comm. Haley and corrections by planning staff

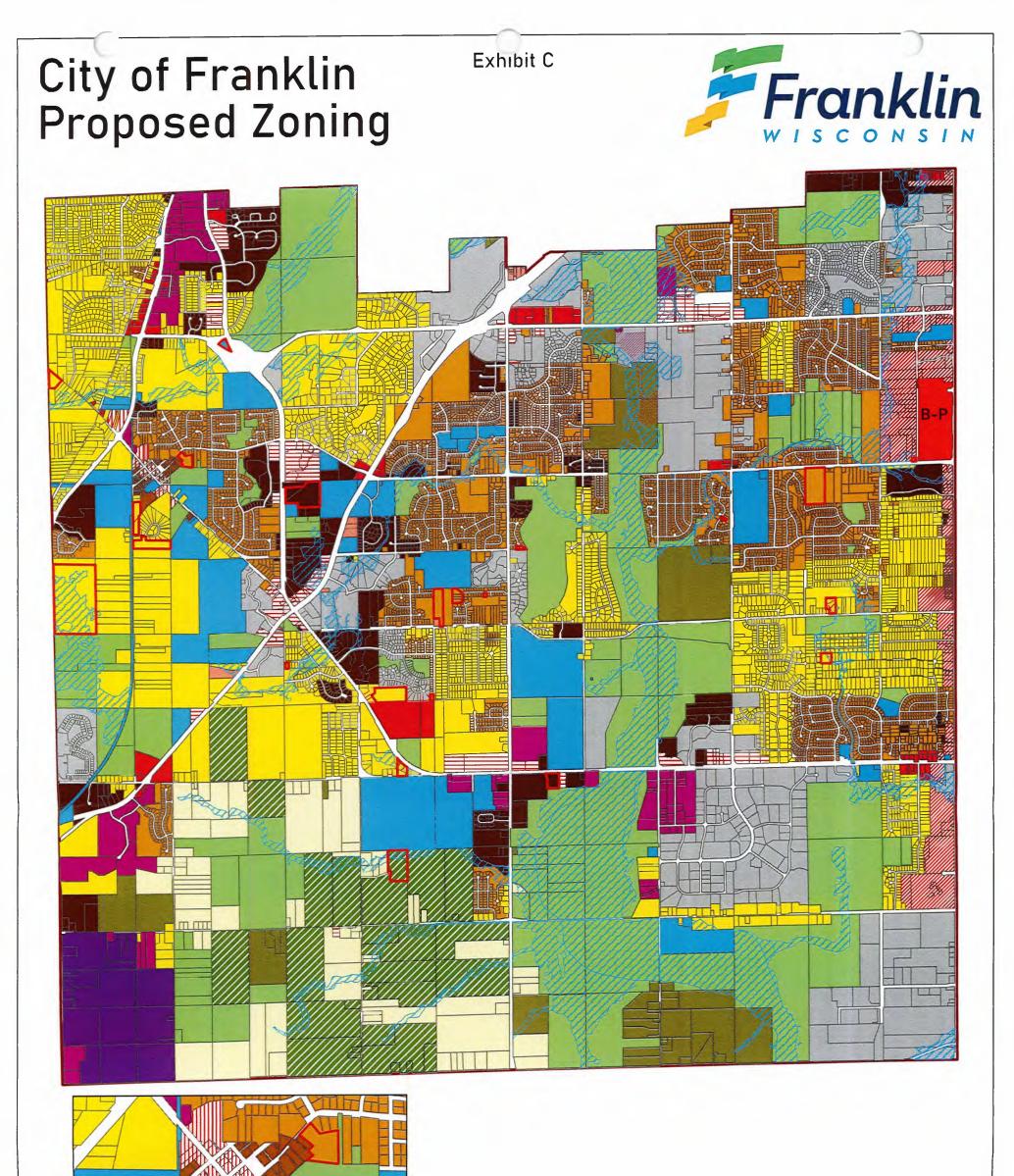
These parcels are marked on the map as shown below:



3-6 Plan Commission Meeting	ssion			
Address or TKN	Current zoning Map for public hearing	Map for public hearing	Revision after public hearing	Note
12381 W St. Martins Road	R-2/C-1	R-C (Conservation)	R-SE	Changed to reflect surrounding zo
752 6353 000	R-3/FC	R-SE	_	Owned by Wisconsin DOT
786 9999 000	C-1/0L-1	R-C	B-MU	Changed to reflect surrounding zc

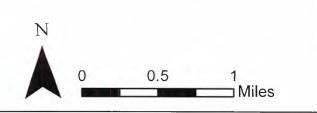
		huult		
		nearing	nearıng	
12381 W St. Martins Road	R-2/C-1	R-C	R-SE	Changed to reflect surrounding zoning
		(Conservation)		
752 6353 000	R-3/FC	R-SE	_	Owned by Wisconsin DOT
786 9999 000	C-1/0L-1	R-C	B-MU	Changed to reflect surrounding zoning
		(Conservation)		
796 9995 001	R-3/C-1	R-C	R-SR	Changed to reflect surrounding zoning
		(Conservation)		
7982 S 116th Street	R-3/C-1	R-C	R-SE	Changed to reflect surrounding zoning
		(Conservation)		
8140 S 116th Street	R-3/C-1	R-C	R-SE	Changed to reflect surrounding zoning
		(Conservation)		
11441 W Mayers Drive	R-3/C-1	R-C	R-SE	Changed to reflect surrounding zoning
		(Conservation)		
801 9980 000	C-1	R-C	R-MF	Changed to reflect surrounding zoning
		(Conservation)		
801 9981 002	R-8/C-1	R-C	R-MF	Changed to reflect surrounding zoning
		(Conservation)		
804 0035 000	R-5/C-1	R-C	R-SR	Changed to reflect surrounding zoning
		(Conservation)		
804 0036 000	R-5/C-1	R-C	R-SR	Changed to reflect surrounding zoning
		(Conservation)		
806 0327 000	R-6/C-1	R-C	R-SR	Changed to reflect surrounding zoning
		(Conservation)		

Address or TKN	Current zoning	Map for	Revision	Note
		public hearing	after public hearing	
4135 W Drexel Avenue	R-6/C-1	R-C (Conservation)	R-SR	Changed to reflect surrounding zoning
4034 W Puetz Road	R-3/C-1	R-C (Conservation)	R-SE	Changed to reflect surrounding zoning
7851 W Lake Pointe Drive	R-6/C-1	R-C (Conservation)	R-SR	Changed to reflect surrounding zoning
8515, 8523, 8535, 8549 S 81st St	R-6/C-1	R-C (Conservation)	R-SR	Changed to reflect surrounding zoning
8314 W Puetz Road	R-6/C-1	R-C (Conservation)	R-SR	Changed to reflect surrounding zoning
843 9991 001	R-3/C-1	R-C (Conservation)	R-SE	Changed to reflect surrounding zoning
9134 W St Martins Road	R-3/C-1	R-C (Conservation)	R-SE	Changed to reflect surrounding zoning
4108 W Woodward Drive	R-3/C-1	R-C (Conservation)	R-SE	Changed to reflect surrounding zoning
8752 W Ryan Road	R-3/FW	R-C (Conservation)	R-SE	Changed to reflect surrounding zoning
8850 W Bosch Lane	R-2/FW/A-2	R-C (Conservation)	A-P	Retain Agricultural zoning so as to not downzone and prevent agricultural uses from becoming non-conforming
7133 W Ryan Road	R-8/C-1	R-C (Conservation)	R-MF	Changed to reflect surrounding zoning
9947 W Elm Court	R-3/C-1	R-C (Conservation)	R-SE	Changed to reflect surrounding zoning





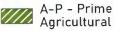
Village of St. Martins

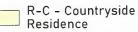


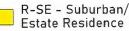
Proposed Zoning



A - Agricultural

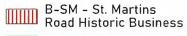




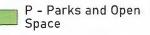




- R-SR Suburban Residence
- R-MF Multiple-Family Residence R-V - Village Residence B-N - Neighborhood Business
 - B-G General Business
 - B-R Regional Business
 - P B-P Business Park
- B-MU South 27th Street Mixed-Use



- 🗧 I Institutional
- 📕 LI Limited Industrial
- 📕 L Landfill



PDL - Planned Development Legacy FW - Floodway PDO - Planned Development Overlay City Boundary Zoning Changes Post 3-6 Plan Commission Meeting

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 6, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE STREET IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2025 TO CARRYOVER \$34,729 OF STREET IMPROVEMENT APPROPRIATIONS AS AN AMENDMENT TO THE 2025 BUDGET	item number G., 7.

Background

The 2024 Street Improvement Fund included \$2,200,000 for street improvement projects. After final closure of the 2024 financials, \$34,729 of unused appropriations are available to carry forward to the 2025 budget for street improvement. Another item on this agenda provides a Resolution to award the 2025 Local Street Improvement Program to the lowest bidder, in which these requested funds will be used.

Fiscal Impact

The fiscal impact to the Street Improvement Fund is a 2024 use of the Jan 1 fund balance. The 2024 year-end financial report and the year-end fund balance will include the impact of this invoice. Revenue was provided in 2024 but was unused. This action allows for this resource to be used without impacting the respective 2025 budget.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2025-_____, an Ordinance amending Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budgets for the Street Improvement Fund for the City of Franklin for Fiscal Year 2025 to Carryover \$34,729 of Street Improvement Appropriations as an Amendment to the 2025 Budget.

Roll Call Vote Required.

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025 -

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE STREET IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2025 TO CARRYOVER \$34,729 OF STREET IMPROVEMENT APPROPRIATIONS AS AN AMENDMENT TO THE 2025 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the General Fund; and

WHEREAS, the 2024 Street Improvement Fund provided \$2,200,000 for street improvement projects; and

WHEREAS, the year-end closure process revealed \$34,729 in unused funds that could be carried forward to the 2025 budget; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such carryover in the 2025 Street Improvement Fund budget; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

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

Section 1 That certain encumbered funds of the 2024 budgeted amounts be transferred forward to the 2025 Annual Budget for the respective funds of the City of Franklin to pay for 2024 projects as follows:

Street Improvement Fund

	Public Works	Capital	Increase	\$34,729
Section 2		0 ()()	the City Clerk is hereby hin fifteen days of adop	· 1
	Ordinance on the	City's web site.		

- Section 3 The terms and provisions of this Ordinance are severable. Should any term or provision of this Ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.
- Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of ______, 2025.

APPROVED:

ATTEST

John R Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES___NOES___ABSENT____

05/01/2025 11 49 PM User DBrown DB Bsaceneralledner	REVENUE AN	REVENUE AND EXPENDITURE REPORT FOR CITY OF FRANKLIN PERIOD ENDING 12/31/2024	F FOR CITY OF FRANKLIN 31/2024		Page	1/3
GL NUMBER	DESCRIPTION	2024 ORIGINAL BUDGET	2024 AMENDED BUDGET	YTD BALANCE 12/31/2024	% BDGT USED	ENCUMBERED YEAR-TO-DATE
Fund 47 - STREET Revenues	Fund 47 - STREET IMPROVEMENT FUND Revenues					
Dept 0000 - GENERAL REAL ESTATE TAXES 47-0000-4011 GI	RAL XES GENERAL PROPERTY TAX	291,700 00	291,700 00	291 700 00	100 00	00 0
REAL ESTATE TAXES		291,700 00	291,700 00	291 700 00	100 00	00 0
INTERGOVERNMENTAL 47 0000-4144 TRA 47-0000-4151 LOC	INTAL TRANSPORTATION AIDS LOCAL ROAD IMPROVEMENT AIDS	1,315 000 00 80,000 00	1,315 000 00 80,000 00	1 421 466 73 0 00	108 10 0 00	00 00
INTERGOVERNMENTAL	L.	1 395,000 00	1 395,000 00	1,421,466 73	101 90	00 0
CHARGES FOR SERVICES 47-0000-4493 LANDFI CHARGES FOR SERVICES	ERVICES LANDFILL SITING REVENUE CES	520,000 00	520 000 00 520 000 00	644 200 00 644 200 00	123 88 123 88	00 0
INTEREST & INV INCOME 47-0000-4711 INTER	VCOME INTEREST ON INVESTMENTS	34,000 00	34,000 00	76,818 00	225 94	00 0
INTEREST & INV INCOME	ME	34,000 00	34 000 00	76 818 00	225 94	000
Total Dept 0000 - GENERAL	RAL	2,240,700 00	2,240,700 00	2,434,184 73	108 64	00 0
TOTAL REVENUES		2,240,700 00	2,240,700 00	2,434,184 73	108 64	00 0
Expenditures Dept 0000 - GENERAL TRANSFERS - OUT 47-0000-5597 T	ZAL F TSFR TO CAPITAL OUTLAY FD 41	00 0	61,000 00	61,000 00	100 00	00 0
TRANSFERS - OUT		00 0	61,000 00	61,000 00	100 00	00 00
Total Dept 0000 - GENERAL	RAL	00 0	61,000 00	61 000 00	100 00	000
Dept 0331 - HIGHWAY CAPITAL EXPENDITURES 47-0331-5823 STREE 47-0331-5823 3050 2022 M 47-0331-5823 3951 2023-W 47-0331-5823 3951 2023-W 47-0331-5823 3951 2023-W	AY ITURES STREET EXT/IMPROVEMT/CONSTRUCTION 2022 Minnesota Ave Project 2020-W Tumblecreek Dr/S 46-S 51 Sts 2023-Woelfel (Sanctuary to 92nd) 2024-WisDOT S LL Rawson to College	2,200,000 00 0 00 0 00 147,800 00	2,379,188 08 3,224 04 0 00 0 00	66,777 15 3,224 04 0 00 1,678 46 0 00	2 81 2 81 0 00 0 00 0 00	0 00 (6,563 24) (77,669 53) 0 00

BLOGET AMENDED BLOGET AMENDED BLOGET 12371234 USED (Bh Si Transcription 100 100 177,4912 1000 1000 177,4912 1000 100 177,4912 1000 100 177,4912 1000 100 177,4912 1000 100 100 100 100 177,4912 1000 100 100 100 100 100 1000 1000 1	REVENUE AND	EXPENDITURE REPORT FOR C PERIOD ENDING 12/31/2024 2024 ORIGINAL	EXPENDITURE REPORT FOR CITY OF FRANKLIN PERIOD ENDING 12/31/2024 2024 ORIGINAL 2024	YTD BALANCE	Page % BDGT	2/3 ENCUMBERED
Image: Structure 100 24,202.90 1000 Structure 000 24,202.91 1000 Structure 000 24,202.91 1000 Structure 000 24,202.91 1000 Structure 000 24,407.73 1000 Structure 000 24,407.73 1000 Structure 000 24,407.73 1000 Structure 000 24,407.74 1000 Structure 000 24,407.74 1000 Structure 000 000 24,407.74 10000 Structure <th></th> <th>BUDGET</th> <th>AMENDED BUDGET</th> <th>12/31/2024</th> <th>USED</th> <th>YEAR-TO-DATE</th>		BUDGET	AMENDED BUDGET	12/31/2024	USED	YEAR-TO-DATE
1 7,222,90 1000 7,222,90 1000 1 1,437,32 1000 7,372,34 1000 7,375,34 1000 1 1 1,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,437,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,436,74 1000 7,446,74 1000 2,544,87 10000 2,544,87 10000						
Min Sandary Control 000 2757/24 1000 STRUCTION 000 275/27/27 1000 STRUCTION 000 274/27/77 1000 STRUCTION 000 000 27/27/77 1000 </td <td>2024-Puetz Rd (St Martins to 76)</td> <td>00 0</td> <td>000</td> <td></td> <td>100 00</td> <td>00 0</td>	2024-Puetz Rd (St Martins to 76)	00 0	000		100 00	00 0
Matrix Matrix<		000	000	29 737 24	100 00	000
ABI, Statucture Construction Construction <thconstruction< th=""> Constructio</thconstruction<>	2024-49th (Marquette to Rawson)	000		11,49042	100 00	0 00 8 460 63
After St. After St. <t< td=""><td></td><td>00 0</td><td></td><td>775 5AD 71</td><td></td><td>0,403 03</td></t<>		00 0		775 5AD 71		0,403 03
46h St 260 262 261 262 MSTRUCTION 000 722097 7000 722097 7000 MSTRUCTION 000 722097 7000 722097 7000 MSTRUCTION 000 72077 7000 722097 7000 MSTRUCTION 000 000 722097 7000 722097 7000 MSTRUCTION 000 000 72377 7000 7000 72377 7000 MSTRUCTION 000 000 72366 7000 7000 72377 7000 MSTRUCTION 000 000 73767 7000 7000 73767 7000 MSTRUCTION 000 000 000 73767 7000 73767 7000 MSTRUCTION 000 000 000 73767 7000 737597 7000 MSTRUCTION 000 000 73767 71000 73767 7000 MSTRUCTION 000 000	1		2000	234,127,74	100 00	000
TTON TON TON <thton< th=""> <thton< th=""></thton<></thton<>) Moth Ct		000	742 099 74	100 00	396 759 36
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	4341 JL NSTRUCTION	000	000	4 077 73	100 00	00 0
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	00 0	00 0	7 026 57	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	0000	4,305 22	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000		4 532 /1	100 001	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION			479 13	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	00 0	930 89	100 00	00 0
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	00.0	0 00	2 648 92	100 00	00 0
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	ISTRUCTION	000	000	626 30	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	STRUCTION	000		8/0 13 2 686 57		
$\begin{array}{cccccccccccccccccccccccccccccccccccc$				2.778 97	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	ISTRUCTION	000	000	4,319.04	100 00	00 0
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	ISTRUCTION	000	000	2 134 62	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	STRUCTION	000	000	4 661 64	100.00	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	ISTRUCTION STBUCTION			4,23/43	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	000	1,018 32	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	00 0	000	2 418 51	100 00	00 0
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	000	2 688 37	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		000		10,034 /0 5 313 00	100 001	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$			000	1 851 24	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	0 00	2,888 45	100 00	0 00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	000	6,595 98	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	0000	1 604 25	100 00	00 0
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	000	6,062 36 1 070 62	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$				3 921 11	100 00	000
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	NSTRUCTION	000	00 00	1,604 25	100 00	00 0
000 000 3032.87 100.00 000 000 3,428.27 100.00 000 000 3,771.10 100.00 000 000 3,942.51 100.00 000 0,942.51 100.00 0 000 0,942.51 100.00 0	EXT/IMPROVEMT/CONSTRUCTION	00 0	000	2 674 87	100 00	000
000 000 377110 10000 000 000 000 000 000 000 000	CONSTRUCTION	000	000	3 032 8/	100.00	
000 000 3942 51 100 00 0 000 0 000 3,942 51 100 00 0 0 00 2,879 75 100 00 0	ONSTRUCTION	00 0	000	3 771 10	100 00	000
0 00 0 00 0 00 0.942 51 100 00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	NSTRUCTION	00 0	000	3 942 51	100 00	00 0
		000		3,942 51 2 879 75	100 00	

05/01/2025 11 49 PM User ⁻ DBrown DB Bsageneralledger	REVENUE AND	_	EXPENDITURE REPORT FOR CITY OF FRANKLIN PERIOD ENDING 12/31/2024 2024 OPIGINAL		Page % RDCT	3/3 ENCLIMAEDED
GL NUMBER	DESCRIPTION	BUDGET	AMENDED BUDGET	12/31/2024	USED %	YEAR-TO-DATE
Fund 47 - STREET	Fund 47 - STREET IMPROVEMENT FUND			- 		:
Expenditures						
4/-0331-5823 404/ 47-0331-5823 4048	SIREET EXT/IMPROVEMT/CONSTRUCTION STRFET EXT/IMPROVEMT/CONSTRUCTION	000	000	1,919 52 2 734 26	100.00	
47-0331-5823 4049	STREET EXT/IMPROVEMT/CONSTRUCTION	000	000	2 245 42	100 00	00 0
47-0331-5839 3934	TRAFFIC SIGNALS-Emer Veh Pre-emption	00 0	41,101 00	42,411 39	103 19	0 0
CAPITAL EXPENDITURES	ES	2,347 800 00	2 423,513 12	1,838,269 09	96 06	366,171 57
Total Dept 0331 - HIGHWAY	VAY	2,347 800 00	2 423,513 12	1,838,269 09	96 06	366,171 57
TOTAL EXPENDITURES	(0	2,347 800 00	2 484,513 12	1,899,269 09	91 18	366,171 57
Fund 47 - STREET IMPROVEMENT FUND TOTAL REVENUES	ROVEMENT FUND	2.240.700 00	2.240.700 00	2 434,184 73	108 64	00 0
TOTAL EXPENDITURES	0	2,347,800 00	2,484,513 12	1,899,269 09	91 18	366 171 57
NET OF REVENUES & EXPENDITURES BEG FUND BALANCE	EXPENDITURES	(107,100 00) 1,362,954 05	(243,813 12) 1,362,954 05	534,915 64 1,362,954 05	69 21	(366,171 57)
END FUND BALANCE		c0 4c8,cc2,1	1 1 19, 140 93	1,89/,869 69		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AWARD THE 2025 LOCAL STREET Improvement Program to the lowest bidder, Payne and Polan Inc. in the amount of \$2,031,991.83	item number G. 8.

BACKGROUND

The City of Franklin sought bids for the 2025 Local Street Improvement Program as part of their annual requirement to maintain and repair failing roadway sections throughout the City

ANALYSIS

The bid form was separated into four sections, the Base Bid, Mandatory Alternate Bid No. 1, Mandatory Alternate Bid No. 2, and Mandatory Alternate Bid No. 3 Three bids were received on April 24, 2025, for the 2025 Local Street Improvement Program Below are the bids received showing the Base Bid plus Mandatory Alternate Bids No. 1, 2, and 3 (bid tab is included in the packet)

Base Bid= W. Drexel Avenue from S. 51st Street to S Bridge View Drive Mandatory Alternate Bid No. 1= W. Drexel Avenue from S. 60th Street to S. 51st Street Mandatory Alternate Bid No. 2= S. 35th Street from W Woodward Drive to W. Southland Drive Mandatory Alternate Bid No 3= City of Franklin Department of Public Works Yard (Asphalt patching)

	Base Bid plus Mandatory Alt. Bid No. 1, 2, & 3
Engineer 's Estimate	\$2,600,000 00
Payne and Dolan, Inc	\$2,031,991.83
The Wanasek Corp	\$2,263,000.00
LaLonde Contractors, Inc.	\$2,269,815.17

Following the bid opening on April 24, 2025, Payne and Dolan, Inc. emerged as the lowest responsible bidder

The City staff recommends awarding the Base Bid (\$2,031,991.83) plus the Mandatory Alternate Bids No 1 (\$582,120.51), 2 (\$110,915 46), and 3 (\$124,530 90) for a total of \$2,031,991 83, given that the price has come in competitively and below budget.

Prequalification reviews confirm Payne and Dolan, Inc is capable to meet project requirements.

FISCAL NOTE

The adopted 2025 budget for the annual street improvement program is \$2,206,000 00, along with \$150,000 00 for pavement management A budget amendment for \$34,729.33 to be carried over from the 2024 Local Street Improvement Program project will be on the May 6, 2025 agenda.

RECOMMENDATION

Staff recommends that the Council authorize the awarding of the 2025 Local Street Improvement Program to Payne and Dolan, Inc for the base bid plus mandatory alternate bid no 1, 2, and 3 in the amount of \$2,031,991.83.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2025 - _____, a Resolution to award the 2025 Local Street Improvement Program to Payne and Dolan Inc. in the amount of \$2,031,991.83.

DOA – KH; Engineering – MNP, S&W – GEB; DPW - KS

RESOLUTION NO 2025-

A RESOLUTION TO AWARD THE 2025 LOCAL STREET IMPROVEMENT PROGRAM TO PAYNE AND DOLAN, INC , IN THE AMOUNT OF \$2,031,991.83

WHEREAS, the City of Franklin advertised and solicited bids for the 2025 Local Street Improvement Program, and

WHEREAS, three bids were received on April 24, 2025 and Payne and Dolan, Inc was the lowest responsive and responsible bidder, and

WHEREAS, Payne and Dolan, Inc. 1s a qualified contractor, and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the 2025 Local Street Improvement Program in the amount of \$2,031,991 83 to Payne and Dolan, Inc.,

WHEREAS, the City's 2025 Annual Budget included \$2,206,000 for street improvements, \$150,000 for pavement replacement, and a 2024 carry forward totaled at \$34,729.33

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2025 Local Street Improvement Program to Payne and Dolan, Inc.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this day of ______, 2025 by Alderman ______.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ______ day of _____, 2025.

APPROVED:

ATTEST

\$

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

2025 Local Street Improvement Program (#9624143)	
Owner Franklin City of	
Solicitor: Franklin City of	
04/24/2025 11 00 AM CDT	
Control Title inc. tow	Item Description

			Payne & Dolan Inc	ų	The Wanasek Corp		LaLonde Contractors Inc	ors Inc	
Contron Title I in a Itam	Item Description	UofM Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Ext	Extension
1 Base Bid - W Dravel Ave from S 51st Street to S Bridge View Drive	-	•		\$1 214,424.96		\$1 361 270 00		\$	\$1,419 218 55
	1 Traffic Contro/Detour Plan	LS	1 \$10 225 00	00 \$10 225 00	\$39 891 00	\$39 891 00	\$113	\$113,424 00	\$113,424 00
	2 Erosion Control	SJ	1 \$13 801 50	50 \$13 801 50	\$34 500 00	\$34 500 00	\$25	\$25 090 00	\$25 090 00
	3 Remove Existing Concrete Pavement	SY 9800	0 \$3.75	75 \$36 750 00	\$4 25	\$41 650 00		\$5 39	\$52 822 00
	4 Remove Existing Asphalt Pavement	SY 8600	0 \$3 70	70 \$31 820 00	\$2 75	\$23 650 00		\$2 46	\$21 156 00
	5 Common Excavation	CY 5300	0 \$14 45	45 \$76 585 00	\$23 00	\$121 900 00		\$25 06	\$132 818 00
	6 Excavation Below Subgrade	CY 3500	0 \$1810	10 \$63 350 00	\$23 00	\$80 500 00		\$3130	\$109 550 00
	7 3 inch Limestone Aggregate	TON 7700	0 \$20.04	04 \$154 308 00	\$22 00	\$169,400 00		\$21 32	\$164 164 00
	8 GeoGrid Type SR	SY 5250	0 \$1.82	32 \$9 555 00	\$1 50	\$7 875 00		\$1 87	\$9 817 50
	9 Base Aggregate Limestone 1 1/4	10N 9000	0 \$19.36	36 \$174 240 00	\$19 00	\$171 000 00		\$18.85	\$169 650 00
	10 HMA4-Inch (3 MT 58-28 H)	TON 4250	0 \$64.70	70 \$274,975 00	\$67 00	\$284 750 00		\$64 70	\$274 975 00
	11 HMA 2 (nch (4 MT 58-28 H)	TON 2125	5 \$73 20	20 \$155 550 00	\$76 00	\$161 500 00		\$73 20	\$155 550 00
	12 Remove and Replace Concrete Curb and Gutter	LF 210	0 \$54 00	00 \$11 340 00	\$73 00	\$15 330 00		\$66.40	\$13 944 00
	13 Remove Concrete/Asphalt Driveway	SY 150	0 \$11.11	11 \$1 666 50	\$8 00			\$12.88	\$1 932 00
	14 Asphalt Driveway Transition	TON	50 \$170.00	30 \$ 8 500 00	\$176 00	\$8 800 00		\$170 00	\$8 500 00
	15 Gravel Driveway Transition	TON	5 \$216 65	55 \$1 083 25	\$63 00	\$315 00		\$32 83	\$164 15
	16 Rebuild Sanitary Manhole	EA	10 \$1 230 00	00 \$12 300 00	\$1 250 00	\$12 500 00	\$1	\$1 150 00	\$11 500 00
	17 Rebuild Water Valve	EA 1	18 \$1 140 00	00 \$20 520 00	\$1 140 00	\$20 520 00		\$600 00	\$10 800 00
	18 Rebuild Storm Catch Basin	EA	2 \$1 920 00	00 \$3 840 00	\$1 920 00	\$3 840 00	\$1	\$1 300 00	\$2 600 00
	19 Pavement Marking Paint 4-Inch White	LF 7370	0 \$0 30	30 \$2 211 00	\$0 85	\$6 264 50		\$0 80	\$5 896 00
	20 Pavement Marking Paint 4-Inch Yellow	LF 7370	0 \$0.30	30 \$2 211 00	\$0.85			\$0 80	\$5 896 00
	21 Remove and Replace 7 Concrete Curb Ramp	SF	90 \$50 23	23 \$4 520 70	\$14 00	\$1 260 00		\$16 50	\$1 485 00
	22 Curb Ramp Detectable Warning Field Yellow		10 \$100 00	00 000 \$1 000 00	\$50 00	\$500 00		\$44.22	\$442 20
	23 30-Inch RCP Cross Culvert Removal and Replacement	LF 120	0 \$285 00	00 \$34,200 00	\$295 00			\$200 00	\$24 000 00
	24 12 Inch CMP Driveway Culvert	LF 325	5 \$85 00	00 \$27 625 00	\$85 00	\$		\$105 00	\$34 125 00
	25 30 RCP Flared End Section	EA	4 \$1 970 00		\$1 970 00		\$2	\$2 150 00	\$8 600 00
	26 Hydrant Access Pad	EA	4 \$2 300 00	00 00 36 200 00	\$3 210 00	\$12 840 00	\$2	\$2 623 42	\$10,493 68
	27 Hydrant Access Pad w/ Culvert	EA	2 \$3 990 00		\$4,060 00		\$3	\$3 728 26	\$7,456 52
	28 Construction Staking	เร	1 \$1794301	01 \$17 943 01	\$21 000 00		\$20	\$20 242 50	\$20 242 50
	29 Guardrail Removal and Replacement	LF 425	5 \$85 00	00 \$36 125 00	\$75 00	\$31 875 00		\$45 00	\$19 125 00
1	18a Catch Basin Frame and Grate	EA	2 \$1 560 00	00 \$3 120 00	\$1 560 00		\$1	\$1 500 00	\$3 000 00
1 Mandatory Alternate Bid W Drexel Ave from S. 60th Street to S. 51st Street	Street			\$582,120.51		\$654,855 00			\$620,710 67
	30 Traffic Control/Detour Plan	rs	1 \$7 950 00	30 \$7 950 00	\$28 000 00	\$28 000 00	\$16	\$16 714.00	\$16 714 00
	31 Erosion Control		1 \$1071150	50 \$10 711 50	\$16 000 00	\$16 000 00	\$11	\$11 015 00	\$11 015 00
	32 Remove Existing Concrete Pavement	SY 5390		58 \$19 835.20	\$4.25			\$5.42	\$29 213 80
	33 Remove Existing Asphalt Pavement	SY 4350	0 \$3.70	70 \$16 095 00	\$2 75			\$2 74	\$11 919 00
	34 Common Excavation	CY 3000	0 \$14 45	45 \$43 350 00	\$23 00	\$69 000 00		\$25 06	\$75 180 00
	35 Excavation Below Subgrade	CY 550	0 \$18 10	10 \$9 955 00	\$23 00	\$12 650 00		\$31 30	\$17 215 00
	36 3 Inch Limestone Aggregate	TON 1210	0 \$20.04	04 \$24,248.40	\$23 00	\$27 830 00		\$21 32	\$25 797 20

	37 GeoGrid Type SR	SY	950	\$182	\$1 729 00	\$1 50	\$1 425 00	\$2 09	\$1 985 50
	38 Base Aøgregate Limestone 1 1/4	TON	5000	\$18 62	\$93 100 00	\$20 00	\$100 000 00	\$18.85	\$94 250 00
	20 HMA A-Inch /2 MT 58-38 H)	TON	2385	\$65.90	\$157 171 50	\$68 00	\$162 180 00	\$65.90	\$157 171 50
	40 HMA 2 Inch (2 FIL 35 2011)	ToN	1195	\$73 20	\$87 474 00	\$76.00	\$90 820 00	\$73.20	\$87 474 00
	41 Remove and Renjace Concrete Curb and Gutter	Ę,	55	\$48 45	\$2 664 75	\$77 00	\$4 235 00	\$74 03	\$4 071 65
	42 Remove Concrete/Asphalt Drivewav	SY	35	\$11 09	\$388 15	\$14 00	\$490 00	\$15.28	\$534.80
	43 Asphalt Driveway Transition	TON	15	\$213 00	\$3 195 00	\$221 00	\$3 315 00	\$213 00	\$3 195 00
	44 Rebuild Water Valve	EA	11	\$1 140 00	\$12 540 00	\$1 140 00	\$12 540 00	\$600 00	\$6 600 00
	45 Hydrant Access Pad	EA	7	\$2 300 00	\$4 600 00	\$3 210 00	\$6 420 00	\$2 674 61	\$5 349 22
	46 Rebuild Storm Catch Basin	EA	1	\$1 920 00	\$1 920 00	\$1 920 00	\$1 920 00	\$1 300 00	\$1 300 00
	47 Pavement Marking Paint 4-Inch White	Ľ	4100	\$0.30	\$1 230 00	\$0 85	\$3,485 00	\$0.80	\$3 280 00
	48 Pavement Marking Paint 4-Inch Yellow	Ŀ	4100	\$0.30	\$1 230 00	\$0 85	\$3 485 00	\$0 80	\$3 280 00
	49 36-Inch RCP Cross Culvert Removal and Replacement	Ŀ	60	\$345 00	\$20 700 00	\$340 00	\$20 400 00	\$225 00	\$13 500 00
	50 42-Inch RCP Cross Culvert Removal and Replacement	ц	60	\$385 00	\$23 100 00	\$380 00	\$22 800 00	\$305 00	\$18,300 00
	51 12-Inch CMP Driveway Culvert	L L	06	\$85 00	\$7 650 00	\$85 00	\$7 650 00	\$105 00	\$9 450 00
	52 36-Inch RCP Flared End Section	EA	7	\$2 480 00	\$4,960 00	\$2 480 00	\$4,960 00	\$2 550 00	\$5 100 00
	53 42 Inch RCP Flared End Section	EA	7	\$3 410 0 0	\$6 820 00	\$3 410 00	\$6 820 00	\$3 050 00	\$6 100 00
	54 Construction Staking	รา	1	\$17 943 01	\$17 943 01	\$12 000 00	\$12 000 00	\$11 215 00	\$11 215 00
	46a Catch Basin Frame and Grate	EA	ч	\$1 560 00	\$1 560 00	\$1 560 00	\$1 560 00	\$1 500 00	\$1 500 00
2- Mandatory Alternate Bid S. 35th St from W Woodward Dr to W Southland Dr	southland Dr				\$110 915.46		\$117 865 00		\$107 262 65
	55 Traffic Control	SJ	7	\$2 450 00	\$2 450 00	\$10 000 00	\$10 000 00	\$4 815 00	\$4 815 00
	56 Erosion Control	รา	1	\$2 772 00	\$2 772 00	\$4,500 00	\$4 500 00	\$4 685 00	\$4 685 00
	57 Remove Existing Asphalt Pavement	SY	1705	\$4.74	\$8 081 70	\$4.00	\$6 820 00	\$3 64	\$6 206 20
	58 Common Excavation	ç	200	\$16 14	\$3 228 00	\$36 00	\$7 200 00	\$34 63	\$6 926 00
	59 Excavation Below Subgrade	ç	110	\$24 74	\$2 721.40	\$36 00	\$3 960 00	\$40 57	\$4,462 70
	60 3-Inch Limestone Aggregate	TON	250	\$22.93	\$5 732 50	\$29 00	\$7 250 00	\$23.45	\$5 862 50
	61 Base Aggregate Limestone 1 1/4	TON	400	\$27.45	\$10 980 00	\$24.00	\$9 600 00	\$22 11	\$8 844 00
	62 HMA 4-Inch (3 LT 58-28 S)	TON	520	\$71 00	\$36 920 00	\$74 00	\$38 480 00	\$71 00	\$36 920 00
	63 HMA 2-Inch (5 LT 58-28 S)	TON	260	\$87 00	\$22,620 00	00 06\$	\$23 400 00	\$87 00	\$22 620 00
	64 Remove Concrete/Asphalt Driveway	SY	20	\$30 68	\$613 60	\$12 00	\$240 00	\$21.28	\$425 60
	65 Asphalt Driveway Transition	TON	10	\$300 00	\$3 000 00	\$310 00	\$3 100 00	\$300 00	\$3 000 00
	66 Gravel Driveway Transition	TON	ស	\$216 65	\$1 083 25	\$63 00	\$315 00	\$33 63	\$168 15
	67 Construction Staking	۲S	-1	\$10 713 01	\$10 713 01	\$3 000 00	\$3 000 00	\$2 327 50	\$2,327 50
3- Mandatory Alternate Bid - City of Franklin Department of Public Works Yard	rks Yard				\$124,530 90		\$129,010.00		\$122 623.30
	68 Remove Existing Asphalt Pavement	SY	3500	\$4.54	\$15 890 00	\$6 50	\$22 750 00	\$5 59	\$19 565 00
	69 Common Excavation	ς	50	\$24.75	\$1,237 50	\$44.00	\$2 200 00	\$41 20	\$2 060 00
	70 Excavation Below Subgrade	ς	50	\$39 89	\$1 994 50	\$44 00	\$2 200 00	\$50 80	\$2 540 00
	71 3-Inch Limestone Aggregate	TON	100	\$29 13	\$2,913 00	\$32 00	\$3 200 00	\$30 75	\$3 075 00
	72 Base Aggregate Limestone 1 1/4	TON	110	\$93.49	\$10 283.90	\$29 00	\$3 190 00	\$28 83	\$3 171 30
	73 HMA 4-Inch (3 MT 58-28 H)	TON	410	\$83 20	\$34 112 00	\$86 00	\$35 260 00	\$83.20	\$34,112 00
	74 HMA 2-Inch (4 MT 58-28 H)	TON	205	\$92 60	\$18 983 00	\$96 00	\$19 680 00	\$92.60	\$18 983 00
	75 HMA 2 5-Inch (3LT 58 28 S)	TON	270	\$85 60	\$23 112 00	\$89 00	\$24 030 00	\$85 60	\$23 112 00
	76 HMA 1 5-Inch (5LT 58 28 S)	TON	165	\$97 00	\$16 005 00	\$100 00	\$16 500 00	\$97 00	\$16 005 00
Base Bid Total.					\$1 214 424 96		\$1 361,270 00		\$1,419 218 55

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 6, 2025
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Cape Crossing Subdivision, Phase 3 at approximately 12200 W. Ryan Road, TKN 890 1074 000	ITEM NO. Ald. Dist. 6 G. 9.

BACKGROUND

Pursuant to the approval of Cape Crossing subdivision, the Subdivider, Cape Crossing, LLC, is ready to proceed with phase 3 of the subdivision. The Development Agreement for the first phase of the subdivision was approved October 18, 2022. The subdivision is on property located at approximately 12200 W. Ryan Road with phase 2 being the north portion of the site (TKN 890 1074 000). It is necessary to enter into a development agreement at an estimated cost of \$1,652,515.

The final plat for phase 3 (Cape Crossing Addition No 2) was approved by the City on 4/15/25.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the phase 3 development agreement with specific items contained in Exhibit "E"

The agreement remains in negotiations subject to the provisions, including but not limited to the insurance coverage Insurance certificates were requested and will be reviewed for conformance with current City requirements.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No 2025- ______a resolution authorizing certain officials to execute a subdivision development agreement with the subdivider of Cape Crossing subdivision, at approximately 12200 W. Ryan Road, TKN 890 1074 000, subject to potential changes to the agreement, with the final form and content to be approved by the City Engineer and the City Attorney

Engineering RMA

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF CAPE CROSSING SUBDIVISION, PHASE 3 AT APPROXIMATELY 12200 W. RYAN ROAD, TKN 890 1074 000

WHEREAS, the Subdivider, Cape Crossing, LLC, is ready to proceed with phase 3 of the Cape Crossing subdivision and it is necessary to enter into a Subdivision Development Agreement for this phase of the subdivision; and

WHEREAS, the final plat for phase 3 (Cape Crossing Addition No. 2) was approved on 4/15/2025 by the City; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned subdivision development known as Cape Crossing; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement; and

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 Subdivision Development Agreement on behalf of the City with the Subdivider.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the ______ day of ______, 2025 by Alderman ______.

Passed and adopted by the Common Council on the _____ day of , 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

March 2025

1

SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this ______ day of ______ 2025, by and between, Cape Crossing LLC, hereinafter called the "Subdivider" 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 Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, §§ 236 13(2)(am), 236 13(2)(b), 236 13(2)(c), 236 13(2)(d) and 236 13(2m) of the Wisconsin Statutes and Division 15-9 0300 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time, and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision 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 Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, 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 Subdivision 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 Subdivider 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 Subdivider 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 Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts The total estimated cost of the Improvements is One Million, Six-hundred Fifty-Two Thousand, Five Hundred and 15/100 Dollars as itemized in attached Exhibit "D"
- 5 To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider 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 Subdivider) in the initial amount of \$1,652,51500 representing the estimated costs for the Public 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 Subdivider 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 Subdivider 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 Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider 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 Subdivider 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 Improvements 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 Subdivider, 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 Subdivider, described in Paragraph five (5) above It is understood between the parties to this Agreement, that billings for the Improvements 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 and Unified Development Ordinance

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 Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

- 7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" commences.
 - (c) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (d) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (e) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider 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 Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision 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 Subdivider. The Subdivider's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
- 9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision 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 Subdivision, 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 Subdivider 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 Subdivider 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 Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
- 11. Except as otherwise provided in Paragraph 12. below, the Subdivider 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 Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
- 12. Anything in this Agreement to the contrary notwithstanding, the Subdivider 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 Subdivider 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 Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider 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 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. Notwithstanding anything to

the contrary in the foregoing provisions of this Paragraph which may be more restrictive, the Subdivider's obligations under said guaranty shall expire upon the day after 14 months after the date the public improvements for which the security is provided are substantially completed and upon substantial completion of the public improvements, the amount of the Letter of Credit shall be no more than the amount equal to the total cost to complete any uncompleted public improvements, pursuant to Wis Stat. § 236 13(2)(am)1 c

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

with the City	
A General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury,
	personal injury, and property damage,
To be provided by the Developer and	\$4,000,000 per general aggregate (Cape Crossing,
Developer's subcontractors	LLC \$1,000,000/\$2,000,000;
	Developers subcontractor \$2,000,000/\$4,000,000)
	CITY shall be named as an additional insured on
	a primary, non-contributory basis
B Automobile Liability	\$1,000,000 combined single limit (Cape
	Crossing, LLC \$1,000,000, Developers
To be provided by the Developer and	subcontractor \$1,000,000)
Developer's subcontractors	CITY shall be some dag an additional states in
	CITY shall be named as an additional insured on
	a primary, non-contributory basis
C Contractor's Pollution Liability	\$1,000,000 per occurrence,
	\$2,000,000 aggregate (Developers subcontractor
To be provided by the Developer's subcontractor	\$5,000,000)
	CITY shall be used as an additional manual an
	CITY shall be named as an additional insured on
	a primary, non-contributory basis
D Umbrella or Excess Liability Coverage for	\$10,000,000 per occurrence for bodily injury,
General/Commercial, Automobile Liability, and	personal injury, and property
Contractor's Pollution Liability	personar injury; and property
To be provided by the Developer's subcontractor	CITY shall be named as an additional insured on
10 be provided by the Developer's subcontractor	
	a primary, non-contributory basis
E Worker's Compensation and Employers'	Statutory (Cape Crossing, LLC \$1,000,000)
Liability	
	Contractor will provide a waiver of subrogation
	and/or any rights of recovery allowed under any
	workers' compensation law
F Professional Liability (Errors & Omissions)	\$2,000,000 single limit (Pinnacle Engineering
	Group, Inc \$5,000,000
To be mounded by the Developer's	Oroup, me \$3,000,000)
To be provided by the Developer's	
subcontractor, Pinnacle Engineering Group, Inc	

(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 Subdivider 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 Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
- 16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
- 17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
- 18. Penalties for Subdivider'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 Subdivider'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. Subdivider 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 Subdivider 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: ___ Cape Crossing LLC Bryan Lindgren By: Title: Managing Member Cape Crossing LLC Party of the First Part STATE OF WISCONSIN))ss. WAUKESHA COUNTY) Personally came before me this 12th (day) of <u>March</u>, 20<u>25</u>, the named Brann Chrolgren of <u>Cape Crassing (LL L</u> and the above acknowledged that [she he] executed the foregoing instrument as such officer as the deed of said Cape Crissing LLC by its authority. Notary Public, Walconda County, WI (Ryan Fritzeb My commission expires: 3/4/2029 CITY OF FRANKLIN By: Name: John R. Nelson Title: Mayor COUNTERSIGNED: By: Name. Shirley J. Roberts Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)

)ss _____ COUNTY)

Personally came before me this _day of ______, 20____, the above named John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. ______, adopted by its Common Council on the ______, 20____.

Notary Public, Milwaukee County, V	W1
()
My commission expires:	

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

INDEX OF EXHIBITS TO SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

- Exhibit A Legal Description of Subdivision
- Exhibit B General Description of Required Subdivision Improvements
- Exhibit C General Subdivision Requirements
- Exhibit D Estimated Improvement Costs
- Exhibit E Additional Subdivision Requirements
- Exhibit F Construction Specifications

EXHIBIT "A" TO SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

LEGAL DESCRIPTION OF SUBDIVISION

LEGAL DESCRIPTION of Addition No.2

EXHIBIT "B" TO SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS

Description of improvements required to be installed to develop the Cape Crossing Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (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

<u>General Description of Improvements</u> (refer to additional sheets for concise breakdown)

- 1. Grading of all lots and blocks within the Subdivision in conformance with the *S approved grading plan.
- 2. Grading of the streets within the Subdivision in accordance with the established *S street grades and the City approved street cross-section and specifications.
- 3. Installation of concrete or asphalt permanent pavement with vertical face *S concrete curb and gutter in accordance with present City specifications.
- 4. Sanitary sewer main and appurtenances in the streets and/or easement in the *S Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area.
- 5. Laterals and appurtenances from sanitary sewer main to each lot line; one for *S each lot as determined by the City.
- 6. Water main and fittings in the streets and/or easement in the Subdivision, to such *S size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area

7	Laterals and appurtenances from water main to the street line, one for each lot, as determined by the City Engineer together with curb stop as specified by the City	*S
8	Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require	*S
9	Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications	*S
10	Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications	*S
11	Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City	*S
12	Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City	(N A.)
13	Street trees	*C
13 14		*C (N A)
	Street trees	
14	Street trees Protective fencing adjacent to pedestrian ways, etc	(N A)
14 15	Street trees Protective fencing adjacent to pedestrian ways, etc Engineering, planning and administration services as approved Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance	(N A) *S
14 15 16	Street trees Protective fencing adjacent to pedestrian ways, etc Engineering, planning and administration services as approved Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan. Street lighting and appurtenances along the street right-of-way as determined by	(N A) *S *S

EXHIBIT "C" TO SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

GENERAL SUBDIVISION REQUIREMENTS

I <u>GENERAL</u>

- A The Subdivider 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 Subdivision as proposed shall be recorded

II LOT SIZE AND UNIT SIZE

- A Lots
 - 1 All lots shall be as shown on the final approved plat
- B Units
 - 1 The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement

III WATER SYSTEM

- A Availability
 - 1 Each and every lot in the Subdivision shall be served by a water main
 - 2 The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer
 - 3 Laterals shall be laid to each and every lot Size shall be approved by the City Engineer
 - 4 Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water
- B Construction

- 1 All construction shall be in accordance with the specifications of the City
- 2 Inspection of the work shall be at the Subdivider's expense.
- 3 Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed

IV SANITARY SEWER SYSTEM

A Components

Sanitary sewerage service through and within the Subdivision shall be provided It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances

- B Availability
 - 1 Each and every building in the Subdivision shall be served by a sanitary sewer
 - 2 Laterals shall be laid to the lot line of each and every lot
 - 3 a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV B 3 (a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis Stat § 66 0701 Special assessments by local ordinance, and §207 15 Special assessments, of the Municipal Code

V STORM DRAINAGE

A Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, inlets, leads, open swales, retention basins and other management facilities as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost

- B Endwalls
 - 1 Endwalls shall be approved by the City Engineer
 - 2 Endwalls shall be installed on each and every culvert and at all open ends of storm sewers
- C Outfalls and Retaining Walls
 - 1 Outfalls and retaining walls shall be built where required by the City Engineer
 - 2 The aesthetic design of said structures shall be approved by the Architectural Board
 - 3 The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin
- D Responsibility of Discharged Water

1 The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.

2 However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider 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"

VI <u>STREETS</u>

- A Location
 - Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way
 - 2 Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E"
- B. Names

The names of all streets shall be approved by the City Engineer

- C Construction
 - 1 All streets shall be built in accordance with the specifications on file in the City Engineer's Office

2 All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider

- 3 The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider
- D Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until

- a) The plat is recorded, and
- b) The streets have been provisionally approved by the City

VII <u>EASEMENTS</u>

- A Drainage
 - 1 All drainage easements dedicated to the public shall be improved as follows
 - a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City
 - b) Side slopes no steeper than 4 1
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer
 - 2 Pedestrian Path
 - a) The pedestrian path shall be constructed by the Subdivider in accordance with the plans and specifications approved by the City Engineer
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement

VIII PERMITS ISSUED

A Building Permits

- 1 No building permits shall be issued until
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved
 - b) Storm water management facilities have been rough grade certified and approved
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed
 - d) The plat has been recorded
 - e) All Subdivision rear lot monuments have been set
- 2 Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin
- B Occupancy Permits
 - 1 No temporary occupancy permits shall be issued until
 - a) Streets have been paved except for the final lift of asphalt
 - 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 and all storm water management facilities have been re-certified and approved
 - e) All Subdivision front lot monuments have been set

IX DEED RESTRICTIONS

- A A Financial Guarantee approved by the City Attorney in the full amount of all nonassessable 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 Subdivider 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 Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, 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 Subdivision improvements, a fee equal to two-and-one-fourth percent $(2\frac{1}{4}\frac{6}{9})$ 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 $(1\frac{3}{4}\frac{6}{9})$ 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 $(1\frac{1}{4}\frac{6}{9})$ of said cost in excess of \$500,000.00. At the demand of the Subdivider 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 Subdivider. 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 Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead

EXHIBIT "D" TO SUBDIVISION DEVELOPMENT AGREEMENT FOR **CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)**

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement

Said costs for the project are estimated to be as follows

DESCRIPTION	COSTS
Erosion Control	\$32,279 00
Sanıtary System	\$395,465 00
Water System	\$299,913 00
Storm Sewer System	\$168,402 00
Paving (including sidewalk)	\$464,537 00
Street Trees (0 x \$400/lot)	Not inc, inc in Phase 1 DA
Street Lights (3) @ approximately \$5,000/ea	\$15000 00
Street Signs	\$1500 00
Underground Electric, Gas and Telephone	Not inc
Storm Water Management Grading	\$0 00
SUBTOTAL	\$1,377,096 00
Engineering/Consulting Services	Not inc
Municipal Services (7% of Subtotal)	Not inc
Contingency Fund (20% of Subtotal)	\$275,419
TOTAL	\$1,652,515 00

One Million, Six-hundred Fifty Two Thousand, Five Hundred and 15/100 Dollars Total

APPROVED BY Michael N Paulos, City Engineer Date 4/4/4.5

EXHIBIT "E" TO SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

ADDITIONAL SUBDIVISION REQUIREMENTS

- 1 The Subdivider agrees that it shall pay to the City of Franklin for one (1) public street light fixtures and poles as provided by WE-Energies The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street) Non-LED lights are not permitted
- 2 The Subdivider 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
- 3 The Subdivider 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 0203H1 through 5 of the Unified Development Ordinance
- 4 The Subdivider agrees to pay the City for street trees planted by the City at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners
- 5 The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector
- 6 The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision The Subdivider shall clean up all debris within fortyeight (48) hours after receiving a notice from the City Engineer
- 7 The Subdivider 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 Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer
- 8 Prior to commencing site grading, the Subdivider 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 Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established

- 9 The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing
- 10 The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance
- 11 The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association
- 12 The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association
- 13 Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways Said document shall be recorded after review and approval by the City Attorney
- 14 Construction Requirements
 - a) Prior to any construction activity on the site, Subdivider 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
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer
 - d) All traffic shall enter the site from internal subdivision roads
- 15 The Subdivider shall provide for the connection to the existing internal subdivision roads and install any necessary curb and gutter and pavement.

EXHIBIT "F" TO SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION ADDITION NO. 2 (Phase 3)

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements

ITEM	SPECIFICATION
Storm & Sanıtary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets	
Construction	CITY OF FRANKLIN
Materials Asphalt Aggregate Concrete	CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH TRAFFIC ANALYSIS & DESIGN, INC. TO PROVIDE ENGINEERING SERVICES TO REVIEW A TRAFFIC IMPACT ANALYSIS REPORT IN THE AMOUNT OF \$14,392.00	item number G.10.

BACKGROUND

GRAEF completed a traffic impact analysis report for a potential retail development located on South 27th Street and Drexel Avenue in the City of Franklin.

Traffic Analysis & Design, Inc will review the traffic impact analysis and coordinate with GRAEF to finalize the report. Attached to this council action sheet you will find the proposal presented by Traffic Analysis & Design, Inc stating their scope of services

FISCAL NOTE

The costs associated with the traffic impact analysis review will be considered pass through costs for the City to be paid for by the retail developer Therefore, it will not cost the City anything.

RECOMMENDATION

Staff recommends that the Council authorize a professional services contract with Traffic Analysis & Design, Inc. in the amount of \$14,392 00

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No 2025 - _____, a resolution to authorize a professional services contract with Traffic Analysis & Design, Inc in the amount of \$14,392 00.

STATE OF WISCONSIN CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025 -

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH TRAFFIC ANALYSIS & DESIGN, INC. TO PROVIDE ENGINEERING SERVICES TO REVIEW A TRAFFIC IMPACT ANALYSIS REPORT IN THE AMOUNT OF \$14,392.00

WHEREAS, GRAEF completed a traffic impact analysis report for a potential retail development located on South 27th Street and Drexel Avenue in the City of Franklin, and

WHEREAS, Traffic Analysis & Design, Inc will review the traffic impact analysis and coordinate with GRAEF to finalize the report., and

WHEREAS, a contract with Traffic Analysis & Design, Inc. shall be put into place to provide services to review the traffic impact analysis report on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with Traffic Analysis & Design to provide engineering services to review a traffic impact analysis report for a potential retail development in the City of Franklin, subject to changes approved by the City Administrator, Finance Director, and the City Attorney

Introduced at a regular meeting of the Common Council of the City of Franklin this day of ______, 2025 by Alderman ______

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ______ day of ______, 2025.

APPROVED

ATTEST.

John R Nelson, Mayor

Shirley J Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

AGREEMENT

This AGREEMENT, is made and entered into this 18th day of April, 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Traffic Analysis & Design, Inc (hereinafter "CONTRACTOR"), whose principal place of business is PO Box 128, Cedarburg, WI 53012

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide traffic engineering services for the review and expansion of the Costco TIA,

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A CONTRACTOR shall provide services to CLIENT for traffic engineering services, as described in CONTRACTOR's proposal to CLIENT dated April 18, annexed hereto and incorporated herein as Attachment A
- B CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT
- C CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure
- D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [with a not-to-exceed lump sum budget of \$14,392 00], subject to the terms detailed below:

- A CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$14,392. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. John Bieberitz of Traffic Analysis & Design, Inc. will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, John Bieberitz and Tamara Czewski CONTRACTOR's Project Manager and other key providers

of the Basic Services Substitution of other staff may occur only with the consent of CLIENT

V. TERMINATION

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

VI. INSURANCE

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

A General/Commercial Liability (Must have General/Commercial)	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,
	CITY shall be named as an additional insured on a primary, non-contributory basis
B Automobile Liability (Must have auto liability)	\$1,000,000 combined single limit
	CITY shall be named as an additional insured on a primary, non-contributory basis
C Contractor's Pollution Liability (If	\$1,000,000 per occurrence
applicable)	\$2,000,000 aggregate
	CITY shall be named as an additional insured on a primary, non-contributory basis

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
	CITY shall be named as an additional insured on a primary, non-contributory basis
E Worker's Compensation and Employers' Liability (Must have workers compensation)	Statutory Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law
F Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT
- B Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893 80, 895 52, and 345 05 To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law
- B Pursuant to Law Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local
- C Conflict of Interest CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this Agreement
- D This AGREEMENT may be executed in multiple counterparts, and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes The CONTRACTOR and CLIENT may sign in writing or by electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto
- E This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN	Traffic Analysis & Design, Inc. (TADI)
BY	_ BYBY
PRINT NAME John R Nelson	PRINT NAME John A. Bieberitz
TITLE Mayor	TITLE President
DATE	DATE <u>April 18, 2025</u>
BY	_
PRINT NAME Danielle L Brown	
TITLE Director of Finance and Treasurer	
DATE	_
BY	_
PRINT NAME Shirley J Roberts	
TITLE City Clerk	
DATE	_
Approved as to form	
Jesse A Wesolowski, City Attorney	

DATE _____

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **City of Franklin** (Client) and **Traffic Analysis & Design**, Inc. (Engineer), based upon Client's intention to conduct a Traffic Impact Analysis (TIA) review for the Costco TIA with the addition of the traffic from the proposed mixed-use development on the northeast quadrant of 27th Street with Drexel Avenue in Franklin, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide

1 Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule"

2 Client shall pay Engineer in accordance with Attachment A, "Compensation" Invoices shall be due and payable upon receipt Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1 5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal

3 The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services

4 Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement

5 Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services

6 Not withstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes 7 Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules

8 This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses Paragraphs 4 and 5 shall survive any termination or completion of this Agreement

9 All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer Engineer shall retain its ownership in its data bases, computer software, and other proprietary property Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer

10 The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer

11 Any notice required by this Agreement shall be made in writing to the address specified below

Client	City of Franklin	
	9229 W Loomis Road	
	Franklin, WI 53132	
Attn	Michael N Paulos, PE, CDT, LEED AP	
	City Engineer	

Engineer Traffic Analysis & Design, Inc P O Box 128 Cedarburg, WI 53012 Attn Mr John A Bieberitz, P E , PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of April 18, 2025

City of Franklin (Client)	Traffic Analysis & Design, Inc. (Engineer)		
Ву	By John Dishorts D.E. DTOE		
Title	John Bieberitz, P E , PTOE		
Date	Date4/18/25		

ATTACHMENT A

SCOPE OF SERVICES

Engineer (TADI) shall provide the Services described below. As indicated, Tasks 1-6 include activities involved with review of the Costco TIA at 27th Street with Drexel Avenue and preparation of a Traffic Impact Analysis (TIA) technical memorandum documenting the review comments and additional recommendations (if needed) based on the review and the addition of traffic from the large proposed mixed-use development on the northeast quadrant of 27th Street with Drexel Avenue. Engineer is currently in the process of completing the WisDOT TIA for the large mixed-use development on the northeast quadrant of 27th Street with Drexel Avenue.

TIA Review Process

Engineer will prepare the TIA review in accordance with the WisDOT TIA Guidelines and the Institute of Transportation Engineers Traffic Impact Analysis (TIA) Guidelines. WisDOT has reviewed the 27th Street intersections as part of their review for a 27th Street access permit. In addition, the TIA being conducted by the Engineer for the mixed-use development on the northeast quadrant of 27th Street with Drexel Avenue includes the Costco Development and also includes the 27th Street intersections for WisDOT review and acceptance. Therefore, this TIA review will focus on the following study intersections, which are in the jurisdiction of the City of Franklin:

- 31st Street with Rawson Avenue
- 31st Street with Drexel Avenue
- Northwestern Mutual Way with Drexel Avenue
- Northwestern Mutual Way with the Costco North Driveway
- Northwestern Mutual Way with the Costco South Driveway

The study will consist of review of the Costco TIA analysis for the above intersections and will also include additional traffic analysis with the inclusion of the traffic to/from the proposed Oak Creek mixeduse development on the northeast quadrant of 27th Street with Drexel Avenue. The study will also address Costco's internal circulation and queuing with an additonal focus on the fueling station and internal analysis/conflicts.

The TIA review submittal will consist of a technical memorandum with exhibits, level of service operations, off-site development traffic trip generation and assignment, text, analysis procedures, recommendations, conclusions and appendix of all intersection capacity calculations. More specifically, the Costco development TIA review will consist of the following tasks:

Task 1 - Data Collection

Engineer will coordinate with Graef to obtain the traffic count data, analysis files, signal warrant calculations and worksheets, and Synchro files. Engineer will coordinate with WisDOT to obtain their comments on the Graef report as well as for the 27th Street intersection recommendations.

Engineer will utilize the recently completed Costco driveway operations study recently conducted for the Village of Pleasant Prairie by the Engineer for the Costco site and current operational problems experienced at that Costco's access driveways and queuing capacity. The goal would be to avoid the driveway operational issues, safety issues, and queuing issues currently being experienced at the Pleasant Prairie site.

Task 2 - Traffic Analysis Review

Engineer will review the Costco TIA traffic analysis and recommendations for the previously mentioned study intersections for the following items

- Synchro Analysis
- Warrant Analysis
- Queuing Analysis
- Signal Operations
- Recommendations

Task 3 - Traffic Analysis Expansion

This task is necessary to layer the additional traffic to/from the proposed mixed-use development on the northeast quadrant of 27th Street with Drexel Avenue as this traffic will impact the Costco study area intersections with potential revised recommendations and longer turn lanes

Trip Generation and Distribution

Engineer will utilize the trip generation and assignment from the TIA currently being completed by the Engineer for the mixed-use development on the northeast quadrant of 27th Street with Drexel Avenue. Engineer will add this additional traffic to the total weekday PM and Saturday peak hour traffic from the Costco TIA to determine the "Total Build Conditions" traffic at the study intersections for the weekday PM and Saturday peak hours

Traffic Operational Analysis

Engineer will reanalyze the five study area intersections as previously described for the weekday PM and Saturday peak hours for the following scenarios.

- 1 Total Build Conditions (Costco plus the mixed-use development on the northeast quadrant of 27th Street with Drexel Avenue) with the Costco TIA recommended access alternative and Costco TIA recommended improvements.
- 2 Total Build Conditions with additional improvements (if needed) above and beyond the Costco TIA recommended improvements

Engineer will provide recommendations on intersection geometrics and other improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections Engineer will recommend turn bay lengths/extensions, channelization and/or turn prohibitions based on the reported 95th-percentile queues

Engineer will update the traffic signal warrant analysis at the Drexel Avenue intersection with Northwestern Mutual Way with the off-site development traffic to determine if traffic signals are warranted and justified at this location

If traffic signals are shown to be warranted at Drexel Avenue with Northwestern Mutual Way, due to the close spacing of only 680 feet (which is substandard for signalized intersection spacing in suburban areas) to the 27th Street/Drexel Avenue signalized intersection, Engineer will conduct a traffic signal coordination analysis for the Total Build Conditions which is necessary to determine expected queues and operations, which will be utilized for determining turn lane lengths

Task 4 – Internal Traffic Circulation Analysis

Based on the weekday PM and Saturday peak hour traffic volumes to/from Costco, Engineer will evaluate the Costco site plan as it relates to the internal access points, internal queues, fueling station queues, and key intersection throat lengths. Engineer will utilize the recently completed Pleasant Prairie Costco operational analysis as a base for this task. Engineer may recommend site plan modifications as a result of this analysis.

Task 5 – Technical Memorandum

A "draft" TIA review/update technical memorandum documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The technical memorandum will include text, tables, exhibits and appendix of the analysis and calculations. The Client shall provide comments to the Engineer so the Engineer can finalize the technical memorandum and submit an electronic pdf final copy to the Client.

If the City requires additional study area intersections, additional time periods to be analyzed, additional scenarios to be analyzed, and/or any other additions after review of the technical memorandum, it will be considered additional work and require a contract amendment.

Task 6 - Meetings

One plan commission or council meeting attendance by the Engineer to present the findings and recommendations is included in the base scope of this contract. If an additional meeting or meetings are required with attendance by the Engineer, it will be considered as additional services and will be billed as additional time and materials.

SCHEDULE

Engineer will submit a draft technical memorandum to the Client for review within two to three weeks of receiving a signed agreement. Engineer will finalize the technical memorandum and submit a final pdf copy to the Client within 24-hours after receiving comments. If the Client requests an accelerated schedule, every effort will be made to meet the Client's needs.

COMPENSATION

For the services described in <u>Tasks 1,2,3 and 4</u>: Client shall pay Engineer the lump sum fee of Fourteen Thousand Three Hundred Ninety-Two Dollars (\$14,392.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH CIVILTECH ENGINEERING, INC. TO PROVIDE ENGINEERING SERVICES FOR PUETZ ROAD PATHWAY IN THE AMOUNT OF \$268,611.56	item number G . 11.

BACKGROUND

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W. St Martins Road to S 76th Street Staff submitted a TAP grant application on October 27, 2023 The State/Municipal Agreement for an Infrastructure TAP Project was initiated on May 13, 2024.

On April 3, 2024, Common Council directed staff to proceed with the solitation of a design consultant for this project Following, City staff solicited and received statements of qualifications (SOQs) for the design of an off-road shared-use path including services for project management, field survey, meetings, public involvement, design reports, environmental documentation and development of plans, specifications and estimate The City received seven SOQs from various consulting firms in April, 2024. Staff reviewed and rated the seven SOQs and determined Civiltech Engineering, Inc. to be the selected consultant

Civiltech Engineering, Inc provided their proposal with scope of services for a fee of \$268,611 56. Staff has reviewed their fee and submitted it to the Wisconsin Department of Transportation for their review and approval

This project is a TAP grant funded project and part of a three-party contract (the consultant, the municipality, and the State)

Attached to this council action sheet you will find the proposal presented by Civiltech Engineering, Inc. stating their scope of services as well as the council action sheet from April 3, 2024

FISCAL NOTE

This project is a TAP grant funded project and part of a three-party contract (the consultant, the municipality, and the State) The TAP grant funding summary of costs designates a maximum \$340,000 for design & design review services (\$272,000 provided for federal funding with a local funding cost of \$68,000). The participating construction and review summary of costs designates a maximum of \$1,860,000 (\$1,488,000 provided for federal funding cost of \$372,000). This project is eligible for 62% park impact fees (\$272,800) leaving a \$167,200 impact to the City's budget. The 2025 budget includes a \$340,000 maximum spend on design services with the consideration of grant payments to be made on a regular basis upon reimbursement requests. Construction costs are already considered in the Capital Improvement Plan for 2027-2028

RECOMMENDATION

Staff recommends that the Council authorize a professional services contract with Civiltech Engineering, Inc in the amount of \$268,611 56

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No 2025 - _____, a resolution to authorize a professional services contract with Civiltech Engineering, Inc to provide engineering services for Puetz Road Pathway in the amount of \$268,611 56

DOA – KH, Engineering – MNP

STATE OF WISCONSIN' CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO 2025 - _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH CIVILTECH ENGINEERING, INC TO PROVIDE ENGINEERING SERVICES FOR PUETZ ROAD PATHWAY IN THE AMOUNT OF \$268,611 56

WHEREAS, the Common Council directed staff to start with project development for grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W St Martins Road to S 76th Street, and

WHEREAS, the City was approved grant funding totaling \$1,760,000 to be used on design and construction services for the Puetz Road Pathway; and

WHEREAS, City staff solicited and received statements of qualifications (SOQs) for the design of an off-road shared-use path including services for project management, field survey, meetings, public involvement, design reports, environmental documentation and development of plans, specifications and estimate, and

WHEREAS, Staff reviewed and rated the seven SOQs and determined Civiltech Engineering, Inc to be the selected consultant, and

WHEREAS, Civiltech Engineering, Inc provided their proposal with scope of services for a fee of \$268,611.56 Staff has reviewed their fee and submitted it to the Wisconsin Department of Transportation for their review and approval; and

WHEREAS, the 2025 budget includes a not-to-exceed amount for design services of \$340,000 with the anticipation of grant funding to be reimbursed on a regular basis.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with Civiltech Engineering Inc to provide engineering services for Puetz Road pathway, subject to changes approved by the City Administrator, Finance Director, and the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this ______ day of ______, 2025 by Alderman ______

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ______ day of ______, 2025

APPROVED.

ATTEST

John R. Nelson, Mayor

Shirley J Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL

REQUEST FOR COUNCIL ACTION

Reports & Recommendations Direction Concerning the Design of the W. Puetz Road Pathway From S. 76th Street to W. St. Martins Road

BACKGROUND

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from S. 76th Street to W. St. Martins. Staff submitted a TAP grant application on October 27, 2023 and Common Council passed а resolution supporting the project on November 7, 2023 (Resolution No. 2023-8061).



MTG. DATE April 3, 2024

ITEM NO.

Ald. Dist. 1 & 2

14

Staff participated on the Advisory Committee on Transportation System Planning and Programming for the Milwaukee Urbanized Area (Milwaukee TIP Committee) and this project was recommended for funding in the 2027-2028 funding cycles.

ANALYSIS

Staff has been in contact with Wisconsin Department of Transportation (WisDOT) staff that administers the TAP program and has been discussing how to implement the project at the earliest available opportunity. There appears to be an opportunity to start the design in the fall of 2024.

On March 19, 2024, the Finance Director provided an update to the Common Council (Item G.27) on the impact fees and reported that "If the City made the decision to not spend another park fee dollar on any projects, the City would have to start returning park impact fees back to residents in April 2025." There are other park related projects in the works, but this committed trail project would be best to get started sooner rather than later.

Staff would like permission from Common Council to start the selection process for a consultant so that a contract for design could be authorized by Common Council as soon as WisDOT processes would allow this fall.

There will be approvals and agreements with WisDOT forthcoming to make the project official. No contract with a consultant will occur until all relevant agreements with WisDOT are executed and WisDOT authorizes the signing of a contract.

The WisDOT process to select a design consultant is extensive. The selection must be based on qualifications and many firms will be solicited to submit a proposal. Staff will ask a member of the Common Council to participate in reviewing qualifications and proposals and also any interviews (perhaps one of the affected aldermen from districts 1 or 2?).

Many residnets are speculating and campaigning for which side of the road to place the path. This will be one of the first evaluations that the selected consultant will perform and the City can select the chosen side considering the evaluation.

OPTIONS

Direct Staff to proceed with the solicitation and selection of a design consultant prior to all anticipated WisDOT agreements.

FISCAL NOTE

This Puetz Pathway trail project has an estimated design and construction budget of \$2,070,000 with \$1,656,000 grant (80%) and \$414,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$256,680) leaving \$157,320 impact to the City's budget in 2024, 2025, and 2026. If awarded the grant, a budget amendment for the 2024 budget would need to be made.

RECOMMENDATION

Direct Staff to proceed with the solicitation and selection of a design consultant for the Puetz Pathway and return with a contract after all agreements necessary for funding the design are secure.

And direct Staff to involve Alderman ______ in the consultant selection process.

Engineering: GEM

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION, CITY OF FRANKLIN (MUNICIPALITY)

AND CIVILTECH ENGINEERING, INC. (CONSULTANT) FOR

ID 2976-04-01 C FRANKLIN, PUETZ RD PATHWAY S 76TH ST TO W ST MARTINS RD NON-HWY, MILWAUKEE COUNTY

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in the Request for Qualifications, dated April 19, 2024, for the design of an off-road shared-use path including services for project management, field survey, meetings, public involvement, design reports, environmental documentation and development of plans, specifications and estimate. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Michael Baird; Local Program Project Manager; 141 NW Barstow Street, Waukesha WI 53188; <u>michael.baird@dot.wi.gov</u>; (262) 548-5918.

The MUNICIPALITY REPRESENTATIVE is: Kelly Hersh; City of Franklin, Director of Administration; 9229 W. Loomis Road, Franklin WI 53132; khersh@franklinwi.gov; (414) 427-7504.

The CONSULTANT REPRESENTATIVE is: Michael Folkening; Director of Urban Design & Traffic, 330 E. Kilbourn Avenue, Suite 1215, Tower 1, Milwaukee WI 53202; <u>mfolkening@civiltechinc.com</u>; (312) 564-2491.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's SE Region office located in Waukesha, WI and will be completed by June 30, 2027. Deliver PROJECT DOCUMENTS to 9229 W. Loomis Road, Franklin WI 53132, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

Prime Consultant Basis of Payment

For all contract services, actual costs to the CONSULTANT up to \$218,530.94, plus a fixed fee of \$19,645.46 not to exceed \$238,176.40.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT SIGNATURE PAGES

Subcontract Basis of Payment 1st Tier Subconsultants

For field survey services subcontracted to DAAR Engineering, Inc., the CONSULTANTS actual cost up to \$25,837.20, plus a fixed fee \$2,090.66, not to exceed \$27,927.86.

For historical and archeological services subcontracted to Chronical Heritage, the CONSULTANTS actual cost up to \$4,784.43 plus a fixed fee of \$376.95, not to exceed \$5,161.38.

Total Contract

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$268,611.56.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 12 pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT	For the DEPARTMENT
Ву:	Ву:
Title: Director of Urban Design & Traffic	Title: Contract Manager, WisDOT
Date:	Date:
For the MUNICIPALITY	
Ву:	_
Title: Director of Administration	_
Date:	_
Date: April 25, 2024	Page 2 of 2

VI. SPECIAL PROVISIONS

Section(s) I.C.3.a and III.A.1 of the THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT STANDARD PROVISIONS dated October 18, 2023 are amended to substitute the DEPARTMENT for the MUNICIPALITY.

Section I.K. of the THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT STANDARD PROVISIONS dated October 18, 2023 is amended and supplemented with the WisDOT Sponsor's Guide to Non-Traditional Transportation Project Implementation (Sponsor's Guide), WisDOT Guide to Utility Coordination (WGUC), WisDOT Traffic Engineering, Operations and Safety Manual (TEOpS) and the WisDOT Local Program Real Estate Manual.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Request for Exceptions to Design Standards

Preparation of a request for exception(s) to design standards in accordance with the MANUAL is NOT PART OF THIS CONTRACT.

(2) Encroachment Report

Preparation of an encroachment report is NOT PART OF THIS CONTRACT.

(3) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

(a) Design Study Report (DSR)

Prepare a modernization and rehabilitation Design Study Report in accordance with the MANUAL.

- (b) Transportation Management Plan (TMP)
 - 1. Prepare and submit a Type 2 TMP at 60% and 90% in accordance with the MANUAL.
 - 2. Participation in 60% and 90% TMP review meetings is NOT PART OF THIS CONTRACT.
- (c) Prepare a Stormwater Drainage Water Quality & Stormwater Summary Report at 60% and 90% stages in accordance with the MANUAL and as follows:
 - 1. Stormwater Summary Report submittals are limited to analyses of existing condition and the proposed condition for the preferred alternative, development of erosion control best management practices (BMP) and subsequent agency coordination as required by the MANUAL.

- 2 Drainage Plan and contours are NOT PART OF THIS CONTRACT.
- 3 Retention/detention pond design is NOT PART OF THIS CONTRACT

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

- (1) Categorical Exclusion Checklist (CEC)
 - (a) Prepare a CEC, in accordance with Wis. Admin Code § TRANS 400 and the MANUAL.
 - (b) Furnish an original copy of the CEC to the DEPARTMENT for review, comment, and approval/certification signatures.
- (2) Environmental Assessments

An Environmental Assessment is NOT PART OF THIS CONTRACT.

(3) Environmental Impact Statements

An Environmental Impact Statement is NOT PART OF THIS CONTRACT.

(4) Agricultural Impact Notice

An Agricultural Impact Notice is NOT PART OF THIS CONTRACT

(5) Section 4(f) Evaluation

Section 4(f) Evaluation is NOT PART OF THIS CONTRACT.

(6) Section 6(f) Evaluation

Section 6(f) Evaluation is NOT PART OF THIS CONTRACT

- (7) Historical and Archaeological Surveys and Studies
 - (a) Prepare the draft PROJECT notification email and maps for the Tribal Historic Preservation Offices and provide to the DEPARTMENT for review. The DEPARTMENT will email or mail, as appropriate, the approved letters to the tribes.
 - (b) Prepare the DT1030 Cultural Resources Screening in accordance with the MANUAL
 - (c) Prepare the DT1635 in accordance with the MANUAL.
 - (d) Identify the Area of Potential Effect for the PROJECT.

- (e) Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment, and the Project Manager prior to conducting evaluation studies when further work is needed.
- (f) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form"
- (g) Conduct further study(ies), in accordance with the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places is NOT PART OF THIS CONTRACT.
- (h) Prepare a Determination of Eligibility for each property that is recommended for consideration as eligible for inclusion in the National Register of Historic Places using Determination of Eligibility Form HP-02-10(06/01/94). Preparing a Determination of Eligibility for archaeological sites using either the National Register Form NPS 10-900 or Form HP-02-10 is NOT PART OF THIS CONTRACT.
- (i) Prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) is NOT PART OF THIS CONTRACT
- (j) Prepare a Memorandum of Agreement in accordance with the MANUAL in consultation with the FHWA, SHPO, and the BOE is NOT PART OF THIS CONTRACT
- (8) Noise Analysis

A noise analysis in accordance with the MANUAL and Chapter TRANS 405 is NOT PART OF THIS CONTRACT.

(9) Air Quality

An Air Quality Analysis in accordance with the MANUAL is NOT PART OF THIS CONTRACT.

(10) Hazardous Materials/Contamination Assessments

This project is considered exempt under provisions of FDM 21-35-1.5 Preparation of a Phase I Hazardous Materials Assessment is NOT PART OF THIS CONTRACT

(11) Wetland Delineation

- (a) Wetland delineation in accordance with U.S Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and approved supplements and submit a Wetland Delineation Report to the Wisconsin Department of Natural Resources (DNR) for concurrence. Consult the Region Environmental Coordinator (REC) for submittal requirements is NOT PART OF THIS CONTRACT.
- (b) Prepare the wetland impact tracking form and associated exhibits and submit to the REC for approval, if permanent or temporary wetland impacts requiring compensatory mitigation are anticipated is NOT PART OF THIS CONTRACT.
- (c) The MUNICIPALITY shall furnish wetland delineation and reports to the CONSULTANT and coordinate wetland tracking/banking data with the DEPARTMENT.
- (12) Stream Data Collection:
 - (a) Prepare stream features worksheets and associated documentation in accordance with USACE St. Paul District Stream Mitigation Procedures IS NOT INCLUDED IN THIS CONTRACT.
- (13) Protected Species:
 - (a) Comply with state and federal endangered species requirements in accordance with the MANUAL.
 - (b) Comply with the Migratory Bird Treaty Act and Golden Eagle Protection Act in accordance with the MANUAL.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

(2) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

(3) Section 9 and 10 Permits:

Preparation of Section 9 or 10 permits is NOT PART OF THIS CONTRACT.

(4) Other Agency Coordination:

(a) Wisconsin Department of Natural Resources (DNR)

This is a Non-Cooperative Agreement project and will conform with the

requirements of the MANUAL

(b) Bureau of Aeronautics (BOA)

Notify BOA in accordance with the MANUAL.

(c) Federal Aviation Administration (FAA)

Use the FAA Notice Criteria Tool to determine the need for filing temporary or permanent objects with the FAA Filing with the FAA is not anticipated

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

Preparation of documentation regarding railroad involvements is NOT PART OF THIS CONTRACT.

(2) Utility Coordination

Perform all utility coordination in accordance with

- (a) The MANUAL
- (b) Non-TRANS 220
- (c) The WisDOT "Guide to Utility Coordination"
- (d) The "Utility Coordination Task List for Design Consultant Contracts"
- (3) The DEPARTMENT/MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete but is furnished to assist the CONSULTANT. Verify and update the list.
- (4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities and shall keep the MUNICIPALITY informed of all such coordination activities Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule
- (5) Utility Negotiations/Agreements

Utility Negotiations/Agreements and documentation for Public Service Commission testimony is NOT PART OF THIS CONTRACT

(6) Level of effort for Utility Involvements is based on minor utility adjustments anticipated. Coordination effort necessary for utility facility relocations are NOT PART OF THIS CONTRACT

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings
 - (a) Conduct or assist the MUNICIPALITY in holding two (2) public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
 - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s)
 - (c) Prepare a summary report after the public involvement meeting(s).
 - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
 - (e) Coordinate necessary arrangements for scheduling the public involvement meeting(s) with the MUNICIPALITY and provide information to the MUNICIPALITY for its use in publishing notice(s) and performing mailing(s).
 - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (2) Formal Public Hearing

A formal public hearing is NOT PART OF THIS CONTRACT.

(3) Open Forum Public Hearing

An Open Forum Public Hearing is NOT PART OF THIS CONTRACT

(4) Project Mailings

Prepare a database for project mailings or any contact lists. The MUNICIPALITY will supply the format by electronic mail for the CONSULTANT. The MUNICIPALITY will be responsible for mailings.

F. MEETINGS

- (1) 30% Review Meeting (Virtual) with the MUNICIPALITY to review the three (3) alternatives
- (2) 60% Review Meeting (Virtual) with the MUNICIPALITY to review the preferred alternative
- (3) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 60 days ahead of the P S & E. submittal date.

- (4) Up to Sixteen (16) meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff
- (5) (Conduct one (1) coordination meeting(s) with utilities having facilities on the PROJECT
- (6) Two (2) site visits will be held. One at project commencement and one at final design

G. LOCATING

Locating services are NOT PART OF THIS CONTRACT

H. SURVEYS

- (1) General
 - (a) All work to be performed in and referenced to NAD83 (2011), NAVD88 (2012), Geoid 12A, Wisconsin Coordinate Reference System (WISCRS), Milwaukee County Zone, US Survey Feet GPS derived elevations are on GEOID 12A
 - (b) The CONSULTANT is expected to follow industry survey standards and procedures such as the 'National Society of Professional Surveyors Model Standards of Practice.
 - (c) Survey Limits/Extents will be contained within the area of the selected alternative and will generally consist of survey of one side of the road for the 2-mile corridor. Once the preferred alternative is selected, the CONSULTANT shall provide the MUNICIPALITY with the survey limits for concurrence prior to commencing survey for the design of the PROJECT.
- (2) Horizontal & Vertical Control
 - (a) The CONSULTANT shall also establish Primary Control 3D coordinates on any existing vertically stable survey markers or convenient vertically stable manmade features within the project corridor to provide long term vertical control free from the effects of frost heave.
 - (b) If utilizing existing NGS HMOD stations with elevation only, the CONSULTANT shall obtain horizontal coordinates equal in accuracy to the project control being set. The intent is to provide 3D coordinates on all control points and benchmarks.
- (3) Section Corner Survey

Section Corner Survey is NOT PART OF THIS CONTRACT. If property acquisitions are required, section corner survey is considered extra services and will be performed under future amendment

(4) Property Corner Search

- (a) The CONSULTANT shall search for and survey up to twelve (12) property corners to determine/verify the location of Milwaukee County GIS data for the purposes of approximating existing right-of-way and proposed alignments. Milwaukee County GIS parcel map will be furnished by the MUNICIPALITY
- (b) The CONSULTANT is NOT expected to reset or establish any missing corners
- (c) The MUNICIPALITY shall provide existing WisDOT right of way plat information.
- (d) The CONSULTANT shall use the DEPARTMENT's point description codes.
- (5) Topo/DTM (including all methods of collection)
 - (a) CONSULTANT to perform supplemental Topo/DTM survey including planimetric features for the path selected alternative. Where applicable, tree groups and individual trees with a trunk diameter of 6-inches in diameter or greater will be collected. Tree species shall not be collected on individual trees. Where applicable, tree groups larger than fifty (50) feet along the centerline of the road shall be collected as a tree line and not as individual trees.
 - (b) The CONSULTANT shall provide a surface data source drawing
 - (c) The CONSULTANT shall provide a separate DWG file containing all the elements that were used to build the surface. The elements included in this DWG file are the basis of the existing surface and should include (but not limited to) all points, figures, breaklines, 3D polylines, and point groups that were used to build the surface. Note that figures are preferred over breaklines or 3D polylines. Any custom point groups you created to control the importation of data should be added to the "prospector" tab in the DWG. The resultant Civil 3D surface should also be in this DWG file. This file should only contain the area surveyed by the CONSULTANT for this PROJECT.

(6) Utility Survey

- (a) The limits for completing utility survey are identical to what is described above in Section (1) General above.
- (b) Collect all overhead and underground utilities within the utility survey limits Utilities include but are not limited to, Gas, Telephone, Communications, Cable TV, Fiber Optic, Electric, Water, Sanitary Sewer, Sanitary Force Mains, Storm Sewer, Storm Sewer Pipe Outfalls, Traffic Signal Facilities, FTMS/ITS facilities.
- (c) All utilities shall be represented by unique connecting line work representing the facilities and utility structures such as manhole, inlets, pull boxes, poles, pedestals, valves, vent pipes, transformers etc. shall be obtained and shown.

- (d) During the field survey, the Utility Owners name shall be added to the survey points as a comment.
- (e) The CONSULTANT is to complete a WisDOT Diggers Hotline Ticket Assessment form for this PROJECT This form will assist in assessing the quality of the response received from the utility company and their locators The DEPARTMENT will provide the template to be used.
- (f) Storm Sewer "Measure Downs" are NOT PART OF THIS CONTRACT.
- (7) Culvert Survey / Storm Sewer

The CONSULTANT is to collect the following data on all culverts within the Culvert Survey Limits size, shape, material, and invert elevations. Elevations provided to support engineering design purposes.

- (8) Sanitary Sewer Survey NOT PART OF THIS CONTRACT
- (9) Miscellaneous Facilities/Wells/Septic NOT PART OF THIS CONTRACT
- (10) Stream Crossing Structure Survey NOT PART OF THIS CONTRACT

I. SOILS AND SUBSURFACE INVESTIGATIONS

Soils and subsurface investigations are NOT PART OF THIS CONTRACT.

J. ROAD PLANS

- (1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans
 - (a) Title Sheet
 - (b) General Notes, Utilities & Contacts
 - (c) Project Overview Single Sheet Schematic Drawing
 - (d) Typical Sections
 - (e) General Construction Details (including two WZTC details for road closure)
 - (f) Alignment Plan
 - (g) Erosion Control Plan
 - (h) Curb Ramp Details
 - (I) Signing and Marking Plan
 - (J) Plan and Profile

- (2) The following plan content is NOT PART OF THIS CONTRACT
 - (a) Removal Plan
 - (b) Project Ties
 - (c) Construction Staging Plan
 - (d) Detour Plan
 - (e) Paving Plan
 - (f) Storm Sewer Plan
 - (g) Miscellaneous Quantities Sheets

K. STRUCTURE PLANS

Structure plans are NOT PART OF THIS CONTRACT.

L. PLATS

Services for plat development are NOT PART OF THIS CONTRACT.

M. HIGHWAY SYSTEM CHANGES

Services for Highway System Changes are NOT PART OF THIS CONTRACT

N. TRAFFIC

Traffic data collection and signal design services are NOT PART OF THIS CONTRACT.

O. PLANS, SPECIFICATIONS, ESTIMATES & BIDDING

- (1) The CONSULTANT shall prepare the Project Manual for bidding in accordance with the MUNICPALITY's standards.
- (2) The CONSULTANT shall prepare the checklists for the DEPARTMENT approval.
- (3) The CONSULTANT's coordination with the DEPARTMENT to include the completion of plans and documentation in accordance with the MANUAL.
- (4) Complete the Non-Traditional Project Implementation Checklists for local TAP projects in compliance with the Non-Traditional Sponsor's Guide Checklist assistance with include the completion of the following documents
 - (a) Preliminary Engineering Checklist (Sponsor-3.docx)
 - (b) Initial Site Reconnaissance Checklist (Sponsor-4 docx)
 - (c) Parcel Reconnaissance Checklist (Sponsor-5 docx)

- (d) Right-of-Way (R/W) & Real Estate (R/E) Checklist (Sponsor-6.docx)
- (e) Local Project Utility Coordination Task List (Sponsor-7.docx)
- (f) Project Proposal Certificate (Sponsor-8.docx)
- (g) Construction Bid Letting Checklist (Sponsor-9.docx)
- (h) Local Let Project Contract Document Checklist (Sponsor-10.docx)
- (i) Request to Advertise Local Let Project (Sponsor-11.docx)
- (j) Request to Award Local Let Project (Sponsor-12.docx)
- (5) The MUNICIPALITY in conjunction with the DEPARTMENT will complete the following checklists:
 - (a) Non-Traditional Transportation Project Development Timeline and Milestones (Sponsor-1.docx)
 - (b) WisDOT Wage EEO Interview Form (Sponsor-2.docx)

P. SERVICES PROVIDED BY THE MUNICIPALITY/DEPARTMENT

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

- (1) Approved Project Application
- (2) Utility Contract List
- (3) Available as-built plans and plats
- (4) Wetland delineation and delineation reports
- (5) GIS Right-of-Way information and files in .DWG format for the CONSULTANT'S use.

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

- (1) FIIPS Project Description Summary, Funding Summary and Category Summary for construction ID 2976-04-71
- (2) Sponsorship Checklists 1 & 2.
- (3) Commencement and All Work Complete Dates

PROSECUTION AND PROGRESS

(1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual

start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff The report can be delivered in electronic format consistent with current DEPARTMENT standards or on paper.

- (2) The CONSULTANT proposes to sublet these services to
 - (a) Field survey to DAAR Engineering, Inc.
 - (b) Historical and archaeological surveys and studies to Chronicle Heritage, Inc.
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates if CONSULTANT has received the Notice to Proceed by June 2, 2025

Report Title	Date
Notice To Proceed	6/2/25
Native Tribal Notices Sent	6/20/25
NT220 Utility Notices Sent	6/20/25
30% Plan Sent (3 Alternatives)	8/22/25
Public Involvement Meeting (PIM) #1	9/4/25
30% Plan Review Meeting (3 Alternatives)	10/7/25
Preferred Alternative Selected	10/10/25
PIM #2 (Present Preferred Alternative)	10/30/25
Section 106 Sent	12/1/25
Draft CEC Sent	12/5/25
Section 106 Approved	2/13/26
Final CEC Sent	2/20/26
CEC Approved	3/20/26
Field Survey Complete	4/20/26
60% TMP Submittal	5/15/26
Draft 60% Plan and DSR Sent	6/1/26
DSR Approved	7/1/26
NT220 1078 Sent	7/10/26
Utility Coordination Meeting (UCM)	8/9/26
90% TMP Submittal	9/1/26
Draft PS&E Submitted	9/25/26
Final PS&E Approved	November 2026

PROJECT TOTAL

Project ID: 2976-04-01

Mage 582.18 \$71.91 Hours Fooliars Hours Dollars Hours Dollars Interference X 64 \$5,289.52 10 Pool Interference X 20 64 \$5,289.52 10 Pool Interference X 20 54 \$5,289.52 10 Pool Interference X 20 54 \$5,289.52 10 Pool Interference X 20 54 \$5,289.52 10 Pool Interference X 20 20 \$1,0 \$1,0 \$1,0 Interference X 20 20 \$1,0 \$1,0 \$1,0 Interference X 20 \$1,0 \$1,0 \$1,0 \$1,0 Interference X 20 \$1,0 \$1,0 \$1,0 \$1,0 Interference X Y \$2,0 \$1,0 \$1,0 \$1,0 \$1,0 \$1,0 \$1,0	Activity Code	Classification	"X" As per Scoping	Proje	Project Manager	Project	Project Manager QC	Eng	Engineer V	Eng	Engineer IV
Task Hours Dollars Hours		Avg. Hourly Wage			\$82.18		\$71.91	\$	\$50.59	\$	\$45.71
Project Management Project Scope and Schedule Scope. Schedule Scope. Schedule Scope. Schedule Project Scope and Schedule Project Schedule Scope. Schedule Project Schedul		Task		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Scope, Schedule and Charge Management F											
Manage Project Scope and ScheduleManage Project Scope and ScheduleManage Project Scope a ScheduleManage Project ScheduleManage Project ScheduleManage Project Update Meeting (Virtual)Manage Project Update Meetings (Virtual)Manage Scope a ScheduleManage Project Update Meetings (Virtual)Manage ScheduleManage S		Scope, Schedule and Change Management									
Manage Project Scope & Schedule, CMR development X 20 0 6 . Create & maintain DT1509 Progress Report X X B P <t< td=""><td>887</td><td>Manage Project Scope and Schedule</td><td></td><td>64</td><td>\$5,259.52</td><td>10</td><td>\$719.10</td><td>80</td><td>\$404.72</td><td>0</td><td>\$0.00</td></t<>	887	Manage Project Scope and Schedule		64	\$5,259.52	10	\$719.10	80	\$404.72	0	\$0.00
Create & maintain DTISO9 Progress ReportXBBBPrepare/attend 30% Plan review meeting (Virtual)XZZ1Prepare/attend 60% Plan review meeting (Virtual)XZZ1Prepare/attend 60% Plan review meeting (Virtual)XZZ1Prepare/attend 60% Plan review meeting (Virtual)XZZ1Project Update Meetings (16) & Agenda/Minutes & 2 site visitsXZZ2Manage Consultant ContractX10Z10Manage Consultant invoice and supporting documents (20 months)X1010Review consultant invoice (20 months)X101010Manage Project QualityManage Project QualityX101010Manage Project QualityManage Project Plan (QAQC)X101010Manage Project Dlan (QAQC)X10101010Manage Project Plan (QAQC)X10101010Manage Project Plan (QAQC)X10101010	887.0	Manage Project Scope & Schedule, CMR development	×	20		9					
Prepare/attend 30% Plan review meeting (Virtual)XZZ1Prepare/attend 50% Plan review meeting (Virtual)XXZZ1Prepare/attend 50% Plan review meeting (Virtual)XXZZ1Prepare/attend 50% Plan review meeting (Virtual)XXZZ2Prepare/attend 50% Plan review meeting (Virtual)XZZZZPrepare/attend 50% Plan review meeting (Virtual)XZZZZPrepare/attend 50% Plan review meeting (Virtual)XZZZZZManage Consultant ContractXZZZZZZZZPrepare consultant invoices (20 months)XZZZ	887.2	Create & maintain DT1509 Progress Report	×	00							
Prepare/attend 60% Plan review meeting (Virtual)X21Prepare/attend 90% Plan review meeting (Virtual)X421Prepare/attend 90% Plan review meeting (Virtual)X222Project Update Meetings (16) & Agenda/Minutes & 2 site visitsX222Manage Consultant ContractX10210Manage Consultant invoice and supporting documents (20 months)X1010Prepare consultant invoices (20 months)X1022Manage Project QualityX10222Manage Project QualityX10222Manage Project QualityX22232Manage Project QualityXX1024Manage Project QualityXX1022Manage Project QualityXX2233Review 90% project plan (QA/QC)XX224Review 90% project plan (QA/QC)XX224Review 90% project plan (QA/QC)XX334Review 90% project plan (QA/QC)XX311Review 90% project plan (QA/QC)XX311Review 90% project plan (QA/QC)XX311Review 90% project plan (QA/QC)XX311Review 90% project plan (QA/DC)X	887.4	Prepare/attend 30% Plan review meeting (Virtual)	×	2		-					
Prepare/attend 90% Plan review meeting (Virtual)X42Project Update Weetings (16) & Agenda/Minutes & 2 site visitsX287Manage Consultant ContractX102081,643.60Manage Consultant ContractX102081,643.60Manage Consultant ContractX102081,643.60Manage Consultant invoice and supporting documents (20 months)X1010Prepare consultant invoices (20 months)X1010Review consultant invoices (20 months)X102081,643.60Manage Project QualityX102081,725.789Manage Project QualityXX202181,725.789Manage Project QualityXX202121,725.789Manage Project QualityXX202121,725.789Manage Project QualityXX202121,725.789Manage Project QualityXX212121,725.789Manage Project QualityXX212121,725.789Manage Project QualityXXX2111Review Project Manian QAQC Plan (QA/QC)XX21211Manage Project Dian (QA/QC)XX311Review Project Manual, Special Provisions and supporting docs (QA/QC)X311Review Project Manual, Special Provisions a	887.5	Prepare/attend 60% Plan review meeting (Virtual)	×	5		4					
Project Update Meetings (16) & Agenda/Minutes & 2 site visits X 28 S1,643.60 10 Manage Consultant Contract X 10 20 S1,643.60 10 Manage Consultant Contract X 10 20 S1,643.60 10 Manage Consultant Contract X 10 20 S1,643.60 10 Manage Consultant invoice and supporting documents (20 months) X 10 20 21 21 21 Manage Project Quality Management X 10 21 <td>887.6</td> <td>Prepare/attend 90% Plan review meeting (Virtual)</td> <td>×</td> <td>4</td> <td></td> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td>	887.6	Prepare/attend 90% Plan review meeting (Virtual)	×	4		2					
Manage Consultant Contract20\$1,643.6010Manage Consultant ContractX101010Manage Consultant invoice and supporting documents (20 months)X1010Prepare consultant invoices (20 months)X1010Review consultant invoices (20 months)X1010Manage Project QualityX101010Manage Project QualityX101010Review 90% project Plan (QO/QC)X101010Review 90% project Plan (QO/QC)X101010Review 90% project Plan (QA/QC)X101010Review 90% project Plan (QA/QC)X101010 <tr< td=""><td>887.7</td><td>Project Update Meetings (16) & Agenda/Minutes & 2 site visits</td><td>×</td><td>28</td><td></td><td></td><td></td><td>œ</td><td></td><td></td><td></td></tr<>	887.7	Project Update Meetings (16) & Agenda/Minutes & 2 site visits	×	28				œ			
Manage Consultant ContractX101Prepare consultant invoice and supporting documents (20 months)X1010Review consultant invoice (20 months)X1010Review consultant invoices (20 months)X1010Review consultant invoices (20 months)X1010Review consultant invoices (20 months)X1010Manage Project QualityXY2181,725,78Manage Project QualityXX2181,725,78Develop/Manian QA(CP Plan (30%/60%/90%)XX510Develop/Manian QA(CP Plan (30%/60%/90%)XY510Review 90% project plan (QA/QC)XX311Review 90% project plan (QA/QC)XX311Review 90% project plan (QA/QC)XX321Review 90% project plan (QA/QC)XX321Review 90% project plan (QA/QC)XX311Review 90% project plan (QA/	773	Manage Consultant Contract		20	\$1,643.60	10	\$719.10	0	\$0.00	0	\$0.00
Prepare consultant invoice and supporting documents (20 months) X 10 10 Review consultant invoices (20 months) X 10 X 10 10 Review consultant invoices (20 months) X X 10 X 10 Y Manage Project Quality Manage Project Quality X Y	773.0	Manage Consultant Contract	×	10							
Review consultant invoices (20 months) X 10 10 10 Quality and Risk Management Cuality and Risk Management Y	773.1	Prepare consultant invoice and supporting documents (20 months)	×			10					
Quality and Risk Management Quality and Risk Management Parage Manage Project Quality Manage Project Quality 21 \$1,725,78 9 Manage Project Quality X X 5 1,725,78 9 Manage Project Quality X X 5 1,725,78 9 Develop/Maintain QA/QC Plan (30%/60%/90%) X X 5 1 Review project plan (QA/QC) X 5 7 1 Review 90% project plan (QA/QC) X 3 1 1 Review 90% project plan (QA/QC) X 3 2 2 2 Review 90% project plan (QA/QC) X 3 2 2 2 2 Review 90% project plan (QA/QC) X 3 3 2 <t< td=""><td>773.2</td><td>Review consultant invoices (20 months)</td><td>×</td><td>10</td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td></t<>	773.2	Review consultant invoices (20 months)	×	10					-		
Manage Project Quality 21 \$1,725.78 9 Manage Project Quality Manage Project Quality 1 4 Develop/Maintain QA(OC Plan (30%/60%/90%) X 5 7 4 Review project documentation/reports/plans and documents X 5 1 4 Review 90% project plan (QA/QC) X 3 1 1 Review 90% project plan (QA/QC) X 3 1 1 Review 90% project plan (QA/QC) X 3 1 1 Review 90% project plan (QA/QC) X 3 1 1 Review 90% project plan (QA/QC) X 3 2 1 1 Review 90% project plan (QA/QC) X 3 2 1		Quality and Risk Management									Transfer St
Manage Project Quality × <td>068</td> <td>Manage Project Quality</td> <td></td> <td>21</td> <td>\$1,725.78</td> <td>6</td> <td>\$647.19</td> <td>14</td> <td>\$708.26</td> <td>0</td> <td>\$0.00</td>	068	Manage Project Quality		21	\$1,725.78	6	\$647.19	14	\$708.26	0	\$0.00
Develop/Maintain QA/QC Plan (30%/60%/90%) × 5 > Review project documentation/reports/plans and documents × 5 > Review 30% project plan (QA/QC) × 3 × 3 Review 60% project plan (QA/QC) × 3 × 3 Review 90% project plan (QA/QC) × 3 × 3 Review 90% project plan (QA/QC) × 3 × 5 Review 90% project plan (QA/QC) × 3 × 5 Review 90% project plan (QA/QC) × 3 × 6 × A Review Project Manual, Special Provisions and supporting docs (QA/QC) × 4 4 × 6 × 5 × 5 × 5 × 5 × 5 × 5 × 5 × 5 × 5 5 × 5 × 5 × 5	890.0	Manage Project Quality	×			4					
Review project documentation/reports/plans and documents x 3 Review 30% project plan (QA/QC) x 3 Review 60% project plan (QA/QC) x 3 Review 90% project plan (QA/QC) x 3 Review 90% project plan (QA/QC) x 3 Review Project Manual, Special Provisions and supporting docs (QA/QC) x 4	890.1	Develop/Maintain QA/QC Plan (30%/60%/90%)	×	5				14			
Review 30% project plan (QA/QC) X 3 Review 60% project plan (QA/QC) X 3 Review 90% project plan (QA/QC) X 3 Review Project Manual, Special Provisions and supporting docs (QA/QC) X 6	890.2	Review project documentation/reports/plans and documents				11212		1			
Review 60% project plan (QA/QC) X 3 Review 90% project plan (QA/QC) X 6 Review Project Manual, Special Provisions and supporting docs (QA/QC) X 6	890.2.1	Review 30% project plan (QA/QC)	×	3		1					
Review 90% project plan (QA/QC) X 6 Review Project Manual, Special Provisions and supporting docs (QA/QC) X 4 Communication and Reveloper Management X 4	890.2.2	Review 60% project plan (QA/QC)	×	3		1					
Review Project Manual, Special Provisions and supporting docs (QA/QC) X Communication and Stateholder Management	890.2.3	Review 90% project plan (QA/QC)	×	9		2					
Communication and Stakeholder Management	890.2.4	Review Project Manual, Special Provisions and supporting docs (QA/QC)	×	4		+					
		Communication and Stakeholder Management									

PROJECT TOTAL

Total \$		Dollars	and the second second	\$6,712.06				\$2,362.70			\$ 3,081.23				
Total Direct Labor		Hours		86				30			44				
Drainage Engineer	\$56.51	Dollars		\$0.00				\$0.00			\$0.00				
Draina		Hours		0				0			0	10000000			
Drainage PM	\$82.18	Dollars		\$328.72				\$0.00			\$0.00				
Drai	69	Hours		4			4	0			0				
Planner III	\$39.55	Dollars		\$0.00				\$0.00			\$0.00				
Pla	69	Hours		0				0			0				
Planning PM	\$69.34	Dollars		\$0.00				\$0.00			\$0.00				
Plar	69	Hours		0				0			0	1977 B. O. S.	The second		ALC: N
Engineer I	\$37.75	Dollars		\$0.00				\$0.00			\$0.00				
Ē	Ø	Hours		0				0			0				

PROJECT TOTAL

Project ID: 2976-04-01

Activity Code	Classification	"X" As per Scoping	Projec	Project Manager	Project	Project Manager QC	Êng	Engineer V	Engi	Engineer IV
	Avg. Hourly Wage	1	07	\$82.18		\$71.91	\$	\$50.59	\$4	\$45.71
	Task		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
743	Manage Project Stakeholders		24	\$1,972.32	14	\$1,006.74	0	\$0.00	0	\$0.00
743.0	Manage Project Stakeholders QC	×	2							
743.2	Develop/Maintain Local Public Involvement Plan (PIP)	×	1							
743.3	Prepare and maintain public involvement log/comment database	×	1							
743.5	2 Public Involvement Meetings (PIM)			Survey a long		States		N 1000		
743.5.2	Coordinate mailings (performed by City)	×	1							
743.5.3	Prepare/review/print/mailings	×	1							
743.5.5	Prepare/Review/Revise meeting materials (handouts, exhibits, presentation) PIMs (2)	×	00							
743.5.6	Attend 2 PIMs	×	10		14					
	Preliminary and Final Design									
	Engineering and Plan Development		A PERINA							
778	Design Drainage		2	\$164.36	0	\$0.00	0	\$0.00	0	\$0.00
778.0	Design Drainage QC	×	2							
778.1	Identify existing drainage structures/systems, drainage patterns	×								
778.2	Identify existing land use, land cover, soil types, imperviousness (CN, C)	×								
778.3	Establish existing drainage areas, time of concentration (tc) flow paths, flow rates	×								
778.S	Prepare Existing Condition Drainage Area Exhibits	×								
778.6	Establish and evaluate proposed drainage flow path/time of concentration/peak discharge	×								
778.13	Perform water quality calculations	×								
778.15	Water Quality/Stormwater Control Measure Design	×								
778.16	Stormwater-Drainage-Water Quality (WQ) Spreadsheets	×								
778.17	Prepare Proposed Drainage Area Exhibits	×								
778.18	Complete Stormwater Report	×								
768	Design Erosion Control and Landscaping		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
768.0	Design Erosion Control QC	×								
768.2	Determine temporary erosion control features	×								
	Determine permanent erosion control features	×								
768.4	Erosion control plan preparation	×								
768.5	Review & define landscaping parameters	×								

PROJECT TOTAL

Total \$		Dollars	\$ 7,664.49									\$1,263.94												\$2,363.08					
Total Direct Labor		Hours	150								101	124												40					
Drainage Engineer	\$56.51	Dollars	\$452.08									\$6,442.14												\$2,034.36					
Draina		Hours	8									114		8	2	7 0		80	8	8	16	16	24	36		4	4	24	4
Drainage PM	\$82.18	Dollars	\$0.00								ACT	44.100\$												\$328.72					
Drai	69	Hours	0							1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	C	œ	2			Ŧ	-				1	1	3	4	2			1	1
Planner III	\$39.55	Dollars	\$3,282.65								00.00	\$0.00												\$0.00					
Pla	69	Hours	83		5	9		80	00	t	C	0				T								0					
Planning PM	\$69.34	Dollars	\$346.70								00.00	\$0.00												\$0.00					
Plar	63	Hours	5	2	1	1	5 M 12 1	1			C	0												0				-	
Engineer I	\$37.75	Dollars	\$604.00									\$0.00												\$0.00					
Ű	69	Hours	16						10		ľ	0												0					

PROJECT TOTAL

Project ID: 2976-04-01

Activity Code	Classification	"X" As per Scoping	Proje	Project Manager	Project	Project Manager QC	Eng	Engineer V	Eng	Engineer IV
	Avg. Hourly Wage	1		\$82.18		\$71.91	\$	\$50.59	¢,	\$45.71
	Task		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
776	Design Geometrics and Details		10	\$821.80	0	\$0.00	334	\$16,897.06	20	\$914.20
776.0	Design Geometrics and Details QC	×	2							
776.1	Determine and document design criteria	×	2							
776.2	Analyze existing geometrics	×					4			
776.3	Develop preliminary horizontal alignments (3 Alternatives)	×	1				24			
776.4	Develop preliminary vertical alignments (3 Alternatives)	×	1				16			
776.7	Analyze and document geometric alternatives	×	1				16			
776.8	Finalize preliminary geometrics	×					16			
776.1	Develop preliminary surface models		and the second	a start of a					References	
776.10.1	Shared-Use Path	×					24			
776.18	Develop final horizontal alignments (mainline and side road)	×					32			
776.19	Develop final vertical alignments (mainline, side road, and driveway)	×					16			
776.20	Develop final intersection design	×					24			
776.22	Finalize geometrics	×					40			
776.23	Refine and finalize surface models	×					16			
776.24	Design Documentation		a la				the second second			Sain and And
776.24.4	Develop and document Design Study Report	×	2				24			
776.24.6	Develop and prepare Design Exceptions Report	×	1				4			
776.25	Plan Preparation								1	
776.25.1	Title sheet	×							4	
776.25.2	General notes	×							80	
776.25.3	Project Overview	×								
776.25.4	Typical Sections	×								
776.25.5	Construction details (General & WZTC)	×							80	
776.25.9	Curb ramp details (10 Scale for 15 CRs)	×					10			
776.25.14	Alignment Plan	×					4			
776.25.16	Plan and profile sheets	×					24			
776.25.20	Cross sections	×					40			
786	Develop Quantities and Estimates		4	\$328.72	0	\$0.00	36	\$1,821.24	0	\$0.00
786.0	Develop Quantities and Estimates	×	3				12			
786.2	Calculate Earthwork and Develop Summary Tables	×	-				24			

PROJECT TOTAL

			9															-	-		9	-	_
Total \$		Dollars		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1																	\$4,414.96		
Total Direct Labor		Hours	660								4										100		
Drainage Engineer	\$56.51	Dollars	\$0.00										「「「ないの」」								\$0.00		
Draina		Hours	0								1 and 1										0		
Drainage PM	\$82.18	Dollars	\$0.00										the spart the								\$0.00		
Drai	\$	Hours	0				State of the state of the				(2-1-2) (2-1-2)		Sec. 1								0		
Planner III	\$39.55	Dollars	\$0.00										Section 25								\$0.00		
Pla	\$	Hours	0				State State				Sales				_						0		-
Planning PM	\$69.34	Dollars	\$0.00								and the second										\$0.00		
Plar	\$	Hours	0													_					0		
Engineer I	\$37.75	Dollars																			\$2,265.00		
ű	10	Hours	296								ALL AND				4	4	100	8	80	100	60	60	

PROJECT TOTAL

Project ID: 2976-04-01

And And <th>Activity Code</th> <th>Classification</th> <th>"X" As per Scoping</th> <th>Proje</th> <th>Project Manager</th> <th>Projec</th> <th>Project Manager QC</th> <th>Ë</th> <th>Engineer V</th> <th>Eng</th> <th>Engineer IV</th>	Activity Code	Classification	"X" As per Scoping	Proje	Project Manager	Projec	Project Manager QC	Ë	Engineer V	Eng	Engineer IV
Image: constraint of the constra		Avg. Hourty Wage			\$82.18		\$71.91	v*	50.59	63	45.71
Develop FSE formants Image of the stand SE formation Image of the stand SE for		Task		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Develop Forcient X 12 Y 12 Y 12 Y 12	856	Develop PSE Documents		26	\$2,136.68	10	\$0.00		\$4,654.28		\$3,291.12
Independent provisions X G X G X G X G X G X G X G X Y	856.0	Develop Project Manual/PSE Documents QC	×	12							
Project Manual Description X 0 X 0 X 0 X 0 X 0 X <td>856.1</td> <td>Develop special provisions</td> <td>×</td> <td>4</td> <td></td> <td></td> <td></td> <td>24</td> <td></td> <td></td> <td></td>	856.1	Develop special provisions	×	4				24			
NHEOD Contract Advecture forms, Advances X	856.2	Project Manual	×	9				24		40	
Biolicy Analysis Biolicy Analysis<	856.3	WisDOT Request to Advertise Forms	×	2				24			
Environmental and bryatical involution mater. Environmental mater. Environmentand. Environmental mater.	856.4	Bid Analysis	×	2				16		32	
Analyze score fcomment manacesImage: score fc		Environmental and Cultural Impact									
Marker Score-contomic and Physical Informent Impactsxxx <th< td=""><td>762</td><td>Analyze Socio-Economic and Physical Environment Impacts</td><td></td><td>4</td><td>\$328.72</td><td>0</td><td>\$0.00</td><td></td><td>\$607.08</td><td>0</td><td>\$0.00</td></th<>	762	Analyze Socio-Economic and Physical Environment Impacts		4	\$328.72	0	\$0.00		\$607.08	0	\$0.00
Analyze Archaeological and Historical Impact and Trible ConsultationImpact and Historical SurveysImpact and Historical Impact and Trible Consultation Step)Impact and Historical SurveysImpact and Historical Su	762.0	Analyze Socio-Economic and Physical Environment Impacts	×	4				12			
Conduct archeelogical and historical surveys (Identification Step)XZZZ <thz< th="">Z</thz<>	763	Analyze Archaeological and Historical Impact and Tribal Consultation		2	\$164.36	0	\$0.00		\$0.00		\$0.00
Develop & Coordinate TTIG35/RevisionXZZSe57.44OS000TIS566.49ONAnalyse Natural Envinonment Impact.XZZS557.44OS000TIS566.49ONAnalyse Natural Envinonment Impact.XXZZNNNNNNEvaluate Impact on wetlands.XYZZNNN	763.4	Conduct archaeological and historical surveys (Identification Step)									
Analyze Natural Environment ImpactAnalyze Natural Environment ImpactAnalyze Natural Environment ImpactSS65.4.40\$50.011\$55.6.4.00Analyze Natural Environment ImpactAnalyze Natural Environment ImpactXYY	763.4.1	Develop & Coordinate DT1635/Revision	×	2							
Analyze Natural Environment Impact/QCXZZZ <thz< th="">ZZZZ<td>766</td><td>Analyze Natural Environment Impact</td><td></td><td>80</td><td>\$657.44</td><td>0</td><td>\$0.00</td><td></td><td>\$556.49</td><td>0</td><td>\$0.00</td></thz<>	766	Analyze Natural Environment Impact		80	\$657.44	0	\$0.00		\$556.49	0	\$0.00
Evaluate impact on wetlands.Evaluate impact on wetlands.XYYYYYDetermine and cuarterway impacts.XYYYYYYYDetermine and cuarterway impacts.XYYYYYYYYDetermine and cuarterway impacts.XYYYYYYYYDetermine and cuarterway impacts.XYYYYYYYYYDetermine and cuarterway impacts.XYY	766.0	Analyze Natural Environment Impact/QC	×	2							
Determine and Guinate existing wetlandsX111 <th1< th="">1111<!--</td--><td>766.1</td><td>Evaluate impact on wetlands</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th1<>	766.1	Evaluate impact on wetlands									
Determine and Quantify wetland and waterway impactsXXXYY	766.1.1	Determine presence and delineate existing wetlands	×	1							
Develop 401/404 permit applicationX11<	766.1.2	Determine and Quantify wetland and waterway impacts	×								
Ketluate impacts to rivers, streams and floodpains X 1	766.1.4	Develop 401/404 permit application	×	1	1						
Inventory resources, document impacts and mitigationX11 <th< td=""><td>766.2</td><td>Evaluate impacts to rivers, streams and floodplains</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	766.2	Evaluate impacts to rivers, streams and floodplains									
USACE - 404 permit X 1 <th1< th=""> 1 <th1< th=""></th1<></th1<>	766.2.1	Inventory resources, document impacts and mitigation	×	-							
Evaluate impacts to Threatened and Endangered Species(modulate impacts to Threatened and Endangered Species)(modulate impacts of the species)(modulate impa	766.2.2	USACE - 404 permit	×	-							
Determine if any species are present in project area (IPaC/official species) ist for federally listed species. WII review for state listed species) X Y Y A Federally listed species. WII review for state listed species) Y	766.7	Evaluate impacts to Threatened and Endangered Species			and the second						
Evaluate impacts and make effect determinations for species/critical habitat x 1 4 4 4 Rearcy Consultation Agency Consultation Agency Consultation 1 4 4 1 Agency Consultation State Listed Species: Wisconsin Department of Natural Resources (WDNR) X 1 4 1 1 Reinformental Documentation and Agency Coordination X 13 \$1,068.34 0 \$0.00 \$2 \$2,630.68 1 Initial Agency and Tribal Coordination X 1 1 1 1 1 1 1 MONR Coordination X 1 X 1 <t< td=""><td>766.7.1</td><td>Determine if any species are present in project area (IPaC/official species list for federally listed species, NHI review for state listed species)</td><td>×</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	766.7.1	Determine if any species are present in project area (IPaC/official species list for federally listed species, NHI review for state listed species)	×								
Agency ConsultationAgency ConsultationAgency ConsultationAgency ConsultationState Listed Species: Wisconsin Department of Natural Resources (WDNR)XIIIEnvironmental Documentation and Agency CoordinationX13\$1,068,340\$2, \$2,630,681Environmental Documentation and Agency CoordinationXIIIIIInitial Agency and Tribal CoordinationX13\$1,068,340\$2, \$2,630,681WDNR Coordination/Portal Chapter 30XIIIIII	766.7.3	Evaluate impacts and make effect determinations for species/critical habitat	×					4 4			
State Listed Species: Wisconsin Department of Natural Resources (WDNR) X Y	766.7.4	Agency Consultation		-		Su. 53		t			
Environmental Documentation and Agency Coordination Environmental Documentation and Agency Coordination/QC X 13 \$1,068.34 0 \$0.00 52 \$2,630.68 1 Environmental Documentation and Agency Coordination/QC X X Y<	766.7.4.2	State Listed Species: Wisconsin Department of Natural Resources (WDNR)	×					-			
Environmental Documentation and Agency Coordination/QC X	769	Environmental Documentation and Agency Coordination		13	\$1,068.34	0	\$0.00	52	\$2,630.68	1	\$45.71
Initial Agency and Tribal Coordination X	769.0	Environmental Documentation and Agency Coordination/QC	×								
WDNR Coordination/Portal Chapter 30 X 1	769.1	Initial Agency and Tribal Coordination				5 C 1 C 2		11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1000	
	769.1.1	WDNR Coordination/Portal Chapter 30	×	1				00			

Page 7 of 18

Civiltech Engineering, Inc. Project ID 2976-04-01

PROJECT TOTAL

Total \$		Dollars	\$10,082.08			\$935.80	00 40 40	\$164.30	\$6,145.45										\$4,306.63			
Total Direct Labor		Hours	190			16	c	7	66										75			
Drainage Engineer	\$56.51	Dollars	\$0.00			\$0.00	00 04	\$0.00	\$3,616.64	- Andrew -			and the second					The second	\$0.00		_	
Drainag	69	Hours	0		NA NA	0	c	D	64	Service 1	16	16	110-20	8	24	CH N T			0			
Drainage PM	\$82.18	Dollars	\$0.00			\$0.00	* 0.00	\$0.00	\$1,314.88										\$410.90			way Intins Rd
Drair	φ.	Hours	0			0	c	S	16		2	80		0	4	1			5	No. And		C Franklin Puetz Rd Pathway S 76th St to St Martins Rd Milwankee County
Planner III	\$39.55	Dollars	\$0.00			\$0.00	60 04	00.0¢	\$0.00	255 1 1 2 2 4						1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		A DO THE ADD	\$0.00			S 76th
Pla	θ.	Hours	0			0	c	C	0	15								No. and	0		-	
Planning PM	\$69.34	Dollars	\$0.00			\$0.00	AD 00	\$0.00	\$0.00									Same and a second	\$0.00	Survey and		
Plar	69	Hours	0			0	6	D	0							Antes			0			
Engineer I	\$37.75	Dollars	\$0.00			\$0.00	00.04	\$0.00	\$0.00									State and a state	\$151.00	North Street of the		
Ű	69	Hours	0			0	¢	C	0										4		_	Inc.

Page 8 of 18

PROJECT TOTAL

Project ID: 2976-04-01

Apply (\$11.10000000000000000000000000000000000	Activity Code	Classification	"X" As per Scoping	Projec	Project Manager	Project	Project Manager QC	Eng	Engineer V	Enç	Engineer IV
Table Table Table Dollar Four Dollar Hours		Avg. Hourly Wage		\$	82.18		\$71.91	\$	50.59	67	45.71
International statistic state and the state and t		Task		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Bursa of Indian Millits - Value American Tribes. \times \uparrow \uparrow \uparrow \uparrow \downarrow <	769.1.2	USFWS	×	+				4			
000 <td>769.1.3</td> <td>Bureau of Indian Affairs - Native American Tribes</td> <td>×</td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>+</td> <td></td>	769.1.3	Bureau of Indian Affairs - Native American Tribes	×	-						+	
0 FAM 1 1 1 2 1 2 1 1 1 USACC Exergencial Exclusion Checklist X 1	769.1.4	BOA	×	-				2			
0 Discription X Z <thz< th=""> Z <thz< th=""> <thz< th=""> Z <thz< <="" td=""><td>769.1.5</td><td>FAA</td><td>×</td><td>-</td><td></td><td></td><td></td><td>2</td><td></td><td></td><td></td></thz<></thz<></thz<></thz<>	769.1.5	FAA	×	-				2			
I curgoricit faculation Checkist x del x z <thz< th=""> z z <</thz<>	769.1.7	USACE	×	2							
Environmental Report N	769.4	Categorical Exclusion Checklist	×	4				24			
Environmental Report Factor SheetsXII<	769.6	Environmental Report		States -		Service S			States and		
Indication Indicat	769.6.2	Environmental Report Factor Sheets	×	-				80			
Intritic OperationsIntritic OperationsIntritic OperationsSea StateSea StateS	769.12	Revise CEC	×	1				4			
Develop Traffic Control and Staging N N S23.82.3 0 S26.33.0.4 0 Develop Traffic Control and Staging CC X X Y <t< td=""><td></td><td>Traffic Operations</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>「日本の一日本の人</td></t<>		Traffic Operations									「日本の一日本の人
Develop Traffic Control and Staging CCXAAAAADevelop Traffic Control and Staging CCYYYYYYYYDevelop Staffic Control and Staging CCXYYYYYYYYDevelop Staffic	788	Develop Traffic Control and Staging		4	\$328.72		\$0.00		\$2,833.04	0	\$0.00
Develop/Coordinate/Review Transportation Management Plan (Type 2) for all attraces.Memodelons (5.7 kth Street)Memodelons (7.7 kth Street	788.0	Develop Traffic Control and Staging QC	×	1							
Interference Interference<	788.1	Develop/Coordinate/Review Transportation Management Plan (Type 2) for all									
Temporary predextrian accommodations (3.7 dth Street) X 2 2 1 16 16 1 1 Afternator oute evaluations (1.7 dth Street) X X Y	San Tra	statuses.					a stat to be a set				
Image: control plant (trade delay. Mo Detour) X </td <td>788.1.5</td> <td>Temporary pedestrian accommodations (S. 76th Street)</td> <td>×</td> <td>2</td> <td></td> <td></td> <td></td> <td>16</td> <td></td> <td></td> <td></td>	788.1.5	Temporary pedestrian accommodations (S. 76th Street)	×	2				16			
ITaffic control plan (1. General details @ St Martins Rd & S & Ght St) x <	788.1.7	Alternate route evaluations (travel time delay- No Detour)	×					4			
Itype 2 TMP (60% & 90%) & Revisions (No Meetings) X 1 3 3 3 Design Signing and Pavement Marking C Z Z S 164.35 O S 000 O S 000 S 00	788.4		×								
Design Signing and Pavement Marking C S164.36 0 \$50.00 0 \$50.00 36 360.00 36 360.00 36 360.00 36 360.00 36 </td <td>788.5</td> <td>Type 2 TMP (60% & 90%) & Revisions (No Meetings)</td> <td>X</td> <td>1</td> <td></td> <td></td> <td></td> <td>36</td> <td></td> <td></td> <td></td>	788.5	Type 2 TMP (60% & 90%) & Revisions (No Meetings)	X	1				36			
Design Signing and Pavement Marking QCXZZ <thz< th=""><thz< th="">ZZ<td>819</td><td>Design Signing and Pavement Marking</td><td></td><td>2</td><td>\$164.36</td><td></td><td>\$0.00</td><td></td><td>\$0.00</td><td></td><td>\$1,736.98</td></thz<></thz<>	819	Design Signing and Pavement Marking		2	\$164.36		\$0.00		\$0.00		\$1,736.98
Develop sign plans X Verter or sign plans X Verter or sign plans Y Y Develop permanent sign plans X X X X Y </td <td>819.0</td> <td>Design Signing and Pavement Marking QC</td> <td>×</td> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	819.0	Design Signing and Pavement Marking QC	×	2							
Image: Constraint sign planeXXXYYYYYYImage: Constraint sign planeXXXXXYYYYImage: Constraint sign planeXXXXXYYYYYImage: Constraint sing planeXXXXXYYY <td>819.2</td> <td>Develop sign plans</td> <td></td> <td></td> <td>Contraction of the</td> <td></td> <td></td> <td>B B B B B B B B B B B B B B B B B B B</td> <td></td> <td>Sec. 1</td> <td>Sector Sector</td>	819.2	Develop sign plans			Contraction of the			B B B B B B B B B B B B B B B B B B B		Sec. 1	Sector Sector
Image: constraint of the constra	819.2.3	Develop permanent sign plans	×							16	
Develop pavement marking planXXXYYYYReal Estate, Railcoad and UtilitiesXXYYYYYReal Estate, Railcoad and UtilitiesXYYYYYYCoordinate Utilities/QCXYYYYYYYYDepare/maintain NTJ079 formXYYYYYYYYDepare/maintain NTJ079 formXYYYYYYYYCoordinate Utilities/QCXYYYYYYYYYDepare/maintain NTJ079 formXYYYYYYYYYCoreate Utility Coordination Task List and/or review utility coordination contractXYYYYYYYIn 1077 ProcessYY	819.2.4	Develop signing plates	×							4	
Real Estate, Railcoad and UtilitiesReal Estate, RailcoadReal Railcoad	819.3	Develop pavement marking plan	×							18	
Coordinate Utilities/QC Coordinate Utilities/QC Second of a second of		Real Estate, Railroad and Utilities		Service Service		1			Service Sec		
Coordinate Utilities/QC Coordinate Utilities/QC X 2 P </td <td>746</td> <td>Coordinate Utilities</td> <td></td> <td>6</td> <td>\$739.62</td> <td>0</td> <td>\$0.00</td> <td></td> <td>\$657.67</td> <td>28</td> <td>\$1,279.88</td>	746	Coordinate Utilities		6	\$739.62	0	\$0.00		\$657.67	28	\$1,279.88
Prepare/maintain NT1079 form X X Y <td< td=""><td>746.0</td><td>Coordinate Utilities/QC</td><td>×</td><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>	746.0	Coordinate Utilities/QC	×	2							
Plan/attend/document utility meeting (1 UCM) X 1 1 1 Create Utility Coordination Task List and/or review utility coordination contract X 1 2 2 NT 1077 Process X 1 1 2 2 1 Identify potential utility conflicts X 1 1 2 2 1 NT1078 Project Plan Process X 1 2 2 2 2 2	746.1	Prepare/maintain NT1079 form	×							4	
Create Utility Coordination Task List and/or review utility coordination contract X Y <	746.3	Plan/attend/document utility meeting (1 UCM)	×	-				-			
NT 1077 Process X 1 Y 1 Y <thy< th=""> Y <thy< th=""> <</thy<></thy<>	746.4	Create Utility Coordination Task List and/or review utility coordination contract	×					0			
Identify potential utility conflicts X 1 NT1078 Project Plan Process X 2	746.6	NT 1077 Process	×	-				2			
NT1078 Project Plan Process X 2	746.10	Identify potential utility conflicts	×	+						80	
	746.11	NT1078 Project Plan Process	×	2						80	

C Franklin Puetz Rd Pathway S 76th St to St Martins Rd Milwaukee County

PROJECT TOTAL

Total \$		Dollars			\$3,161.76		\$1,901.34		\$2,677.17			
Total Direct Labor		Hours			60		40		50			
Drainage Engineer	\$56.51	Dollars			\$0.00		\$0.00		\$0.00			
Draina	07	Hours			0		0		0			
Drainage PM	\$82.18	Dollars		(instanting	\$0.00		\$0.00		\$0.00			iway Irtins Rd unty
Drair	69	Hours	ŵ		0		0		0			C Franklin Puetz Rd Pathway S 76th St to St Martins Rd Milwaukee County
Planner III	\$39.55	Dollars			\$0.00		\$0.00	The second	\$0.00			Pue S 76th Milv
Pla	66	Hours			0		0		0			
Planning PM	\$69.34	Dollars			\$0.00		\$0.00		\$0.00			
Plan	8	Hours			0		0		0			
Engineer I	\$37.75	Dollars			\$0.00		\$0.00		\$0.00			
Eng	\$3	Hours		4	0		0		0			lnc.

Page 10 of 18

PROJECT TOTAL

Project ID: 2976-04-01

Activity Code	Classification	"X" As per Scoping	Project Manager	anager	Project	Project Manager QC	Eng	Engineer V	Engi	Engineer IV
	Avg. Hourly Wage		\$82.18	18		\$71.91	\$	\$50.59	\$	\$45.71
	Task		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
746.14	Reviews of utility work plans	×	1						80	
746.15	Create or review utility special provisions	×	1				80			
	Construction Management									
	Post-PSE through Letting									STATE OF A
062	Manage Post-PSE Though Let		4	\$328.72	0	\$0.00	16	\$809.44	0	\$0.00
790.0	Manage Post-PSE Though LLC	×	2				80			
790.1	Prepare addendum development form and addendum form	×					4			
790.2		×	2				4			
	TOTAL:		217	\$17,833.06	43	\$3,092.13	644	\$32,579.96	159	\$7,267.89

PROJECT TOTAL

Total \$		Dollars					\$1,138.16		\$94,182.27
Total Direct Labor		Hours		And the state			20		1786.00
Drainage Engineer	\$56.51	Dollars					\$0.00		\$12,545.22
Draina	03	Hours			Sec. and		0		222
Drainage PM	\$82.18	Dollars					\$0.00		\$3,040.66
Drai	\$	Hours				「「	0		37
Planner III	\$39.55	Dollars					\$0.00		\$3,282.65
Pla	\$	Hours					0		83
Planning PM	\$69.34	Dollars	-				\$0.00		\$346.70
Plar	\$	Hours				14 MA	0		5
Engineer I	\$37.75	Dollars					\$0.00		\$14,194.00
Ш	69	Hours					0		376

Consultant Direct Labor Rates

Project ID: 2976-04-01

Employee Number (a)	Classification (b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Pay Increase(g)	New Pay Rate(h)	Date of Increase(i)	% Pay Increase(j)	New Pay Rate(k)	Date of Increase(I)
000529	Project Manager	\$ 80.00	2.7%	\$82.16	1/1/2026	2.7%	\$84.38	1/1/2027	2.7%	\$ 86.66	1/1/2028
000179	Project Manager QC	\$ 70.00	2.7%	\$71.89	1/1/2026	2.7%	\$73.83	1/1/2027	2.7%	\$ 75.82	1/1/2028
000390	Engineer V	\$ 49.25	2.7%	\$50.58	1/1/2026	2.7%	\$51.95	1/1/2027	2.7%	\$ 53.35	1/1/2028
000456	Engineer IV	\$ 44.50	2.7%	\$45.70	1/1/2026	2.7%	\$46.93	1/1/2027	2.7%	\$ 48.20	1/1/2028
Weighted	Engineer I	\$ 36.75	2.7%	\$37.74	1/1/2026	2.7%	\$38.76	1/1/2027	2.7%	\$ 39.81	1/1/2028
000459	Planning PM	\$ 67.50	2.7%	\$69.32	1/1/2026	2.7%	\$71.19	1/1/2027	2.7%	\$ 73.11	1/1/2028
000517	Planner III	\$ 38.50	2.7%	\$39.54	1/1/2026	2.7%	\$40.61	1/1/2027	2.7%	\$ 41.71	1/1/2028
000316	Drainage PM	\$ 80.00	2.7%	\$82.16	1/1/2026	2.7%	\$84.38	1/1/2027	2.7%	\$ 86.66	1/1/2028
000460	Drainage Engineer	\$ 55.00	2.7%	\$56.49	1/1/2026	2.7%	\$58.02	1/1/2027	2.7%	\$ 59.59	1/1/2028

Contract Completion Date (as per scoping): Contract Duration in Months:

6/30/2027 24 Estimated NTP Date (today's date +60 bus. days): 6/2/2025

C Franklin Puetz Rd Pathway S 76th St to St Martins Rd Mitwaukee County

Consultant Direct Labor Rates

% Pay Increase(m)	New Pay Rate(n)	Date of Increase(n)	% Work at Current Rate (o)	% Work at Increased Rate (e)	% Work at Increased Rate (h)	Weighted Average Hourly Rate(i)
2.7%	\$ 89.00	1/1/2029	25.0%	50.0%	25.0%	\$82.18
2.7%	\$ 77.87	1/1/2029	25.0%	50.0%	25.0%	\$71.91
2.7%	\$ 54.79	1/1/2029	25.0%	50.0%	25.0%	\$50.59
2.7%	\$ 49.50	1/1/2029	25.0%	50.0%	25.0%	\$45.71
2.7%	\$ 40.88	1/1/2029	25.0%	50.0%	25.0%	\$37.75
2.7%	\$ 75.08	1/1/2029	25.0%	50.0%	25.0%	\$69.34
2.7%	\$ 42.84	1/1/2029	25.0%	50.0%	25.0%	\$39.55
2.7%	\$ 89.00	1/1/2029	25.0%	50.0%	25.0%	\$82.18
2.7% \$	\$ 61.20	1/1/2029	25.0%	50.0%	25.0%	\$56.51

Civittech Engineering, Inc. Project ID 2976-04-01

Consultant Weighted Average Direct Labor Rates

Project ID: 2976-04-01

Classification:

Engineer I

Employee Number (2)	Current Date (b)	Percent	(14*0)
Linproyee Multiper (a)	AUTER NALE (N)	Contribution (c)	(2 2)
000494	\$37.00	50.00%	\$18.50
000491	\$36.50	50.00%	\$18.25
TOTAL		100.00%	\$36.75

Civiltech Engineering, Inc. Project ID 2976-04-01

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: 2976-04-01

Activity Code	Task	Filter by "X"	Hours per task	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit	Direct Expenses	Total
887	Manage Project Scope and Schedule	×	86	\$ 6,712.06	\$ 8,578.01	\$ 1,384.36	- \$	\$16,674.43
773	Manage Consultant Contract	×	30	\$ 2,362.70	\$ 3,019.53	\$ 487.31	- \$	\$5,869.54
068	Manage Project Quality	×	44	\$ 3,081.23	\$ 3,937.81	\$ 635.50	- \$	\$7,654.54
743	Manage Project Stakeholders	×	150	\$ 7,664.49	\$ 9,795.22	\$ 1,580.80	\$ 1,550.00	\$20,590.51
778	Design Drainage	×	124	\$ 7,263.94	\$ 9,283.32	\$ 1,498.19	•	\$18,045.45
768	Design Erosion Control and Landscaping	×	40	\$ 2,363.08	\$ 3,020.02	\$ 487.39		\$5,870.49
776	Design Geometrics and Details	×	660	\$ 29,807.06	\$ 38,093.42	\$ 6,147.71	\$	\$74,048.19
786	Develop Quantities and Estimates	X	100	\$ 4,414.96	\$ 5,642.32	\$ 910.59	•	\$10,967.87
856	Develop PSE Documents	X	190	\$ 10,082.08	\$ 12,884.90	\$ 2,079.43	•	\$25,046.41
762	Analyze Socio-Economic and Physical Environment Impacts	X	16	\$ 935.80	\$ 1,195.95	\$ 193.01	•	\$2,324.76
763	Analyze Archaeological and Historical Impact and Tribal Consultation	×	2	\$ 164.36	\$ 210.05	\$ 33.90	- \$	\$408.31
766	Analyze Natural Environment Impact	X	66	\$ 6,145.45	\$ 7,853.89	\$ 1,267.50	•	\$15,266.84
769	Environmental Documentation and Agency Coordination	X	75	\$ 4,306.63	\$ 5,503.87	\$ 888.24	- \$	\$10,698.74
788	Develop Traffic Control and Staging	×	60	\$ 3,161.76	\$ 4,040.73	\$ 652.11	- \$	\$7,854.60
819	Design Signing and Pavement Marking	×	40	\$ 1,901.34	\$ 2,429.91	\$ 392.15	•	\$4,723.40
746	Coordinate Utilities	×	50	\$ 2,677.17	\$ 3,421.42	\$ 552.17	-	\$6,650.76
062	Manage Post-PSE Though Let	×	20	\$ 1,138.16	\$ 1,454.57	\$ 234.75	•	\$2,827.48
	TOTAL:			\$94,182.27	\$120,364.94	\$19,425.11	\$1,550.00	\$235,522.32
	Home Office Indirect Cost Rate:			127.80%	Fixed Fee:	8.25%		

Standard Indirect Cost Rate to Compute Fixed Fee:

150%

C Franklin Puetz Rd Pathway S 76th St to St Martins Rd Milwaukee County

Direct Costs by Item

2976-04-01

Project ID:

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage - Employee Vehicle	1500 Miles	Miles	\$ 0.700	\$1,050.00
PI Supplies	2	2 Each (PIMs)	\$ 200.000	\$400.00
Meals	4	4 Each	\$ 25.000	
	TOTAL			\$1,550.00

C Franklin Puetz Rd Pathway S 76th St to St Martins Rd Milwaukee County

> Civiltech Engineering, Inc. Project ID 2976-04-01

C Franklin	Puetz Rd Pathway	S 76th St to St Martins Rd	Milwaukee County

Engineering, 2976-04-01
Civiltech Er Project ID 2

Project ID	2976-04-01				Total for Contract
Number of Staff Hours	1786				1786
Total Direct Labor	\$94,182.27				\$94,182.27
Total Indirect Costs	\$120,364.94				\$120,364.94
Fixed Fee/Profit	\$19,425.11				\$19,425.11
Direct Costs	\$1,550.00				\$1,550.00
Subtotal	\$235,522.32	\$0.00	\$0.00	\$0.00	\$235,522.32
DAAR Engineering, Inc.	\$27,927.86				\$27,927.86
Chronicle Heritage	\$5,161.38				\$5,161.38
Subcontract Subtotal	\$33,089.24	\$0.00	\$0.00	\$0.00	\$33,089.24
TOTAL COST	\$268,611.56	\$0.00	\$0.00	\$0.00	\$268,611.56
Home Office Indirect Cost Rate:	ct Cost Rate:	127.80%		Fixed Fee:	8.25%
Standard Indirect Cost Rate to Compute Fixed Fee:	Cost Rate to Compu	Ite Fixed Fee:	150%		



April 17, 2025

Stanley Lukasz, P.E. Civiltech Engineering, Inc. 330 E. Kilbourn Ave, Suite 1215 – Tower I Milwaukee, WI 53202

Subject: Proposal for Design Services Project ID: 2976-04-01 C Franklin, Puetz Rd Pathway S 76th St to W St. Martins Rd Milwaukee County

Dear Mr. Lukasz:

Attached is our fee proposal for design engineering services associated with Puetz Rd Pathway in Milwaukee County. This is an actual cost-plus fixed fee proposal.

Based on the scope of services listed herein, the total project fee will be actual costs up to \$25,837.20, plus a fixed fee of \$2,090.66, not to exceed \$27,927.86, as detailed below.

Fee Summary

	Labor & Indirect Costs	Fixed Fee	Direct Costs	Total Cost
Original Contract	\$24,148.95	\$2,090.66	\$1,688.25	\$27,927.86

Scope of Services

DAAR Engineering will complete design engineering tasks for Puetz Rd from S 76 St to W Martin Rd in Milwaukee County. DAAR Engineering will provide the following services, in accordance with the attached contract special provisions:

- 1) **PROJECT MANAGEMENT/ADMINISTRATION:** Manage DAAR's portions of the project, including providing invoicing and progress reporting
- 2) SURVEY: Complete field survey efforts based on the attached 'Survey Scope.pdf' file provided by Civiltech Engineers on March 3, 2025. Survey efforts include horizontal/vertical control, property corners, topo/DTM, utilities, storm inlets and culverts. The Survey effort to be based on the proposed bike path location. Effort not to include the opposite side of the road.

The contract completion date is June 30, 2027.

Sincerely,

Mat & Ma

Mike Novey, PE Project Manager

Summary of Staff Hours and Direct

PROJECT TOTAL

Project ID:

2976-04-01

	Classification	"X" As per	Ų Ų	n Project nager		ey Project	Surve
Activity Code	Avg. Hourly Wage	Scoping	\$7	75.02	\$	54.22	
	Task		Hours	Dollars	Hours	Dollars	Hours
	Project Management		172-24-25			Maria Maria	Salat Sec
位。杨 和金属的	Budget, Cost, Procurement and Resource Management	X	E S S	NAME AND			
773	Manage Consultant Contract	X	2	\$150.04	4	\$216.88	1.00
773.1	Create project schedule	X	2				
773.2	Update and Track project progress/percent complete	X			4		
773.3	Prepare/attend scope and schedule meetings - assumes 1 meeting	X					
773.4	Develop and maintain financial plan	X					
	Scope, Schedule and Change Management	A STACKED			12.1 5.1.5.3	人民の自己行り	
887	Manage Project Scope and Schedule	le la sul a su	0	\$0.00	0	\$0.00	Durine 1
887.0	Manage Project Scope and Schedule - Scoping task	X					
887.1	Create project schedule	X					
A REAL PROPERTY AND	Data, Survey, and Mapping	X					2. Berline
666	Establish Project Control	X	0	\$0.00	0	\$0.00	
666.0	Establish Project Control - Scoping task	X					
666.1	Set horizontal and vertical control for GPS or other conventional methods	×					
666.1.1	Set project control - 4 FENOs w/calling in utilities	X					
666.1.2	Set project benchmarks	X					
666.1.3	Create control tie sheets	X					
666.1.6	Digital photos of primary control points and marker posts	X					
666.1.7	Perform level loop (closed traverse)	X					
723	Conduct and Process Existing Field Survey	X	0	\$0.00	8	\$433.76	1000
723.0	Conduct and Process Existing Field Survey	X					
723.1	Review plans and as-builts	X					
723.6	Diggers hotline and utility coordination	X					
723.6	Diggers hotline and utility coordination RELO (Assume 3)	X					
723.9	Photographs	X					1
723.11	Review 1077 utility facility map	X			-		1
723.12	Field survey existing utilities, including videos	X					<u> </u>
723.13	Perform storm sewer structure evaluations (size-depth-invert) (90)	X					1
723.14	Process survey data and create existing surface	X	1				
723.15	Field notes	×					
723.18	Create deliverables in Civil 3D, complete QA/QC	X			8		1
726	Survey Existing and Proposed Right-of-Way	X	0	\$0.00	0	\$0.00	
726.6	Research public records	X					1
726.11	Survey property corners (125)	X					<u> </u>
726.12	Survey section corners (4)	X					
745	Develop Transportation Project Plat (TPP)	X	0	\$0.00	24	\$1,301.28	
745.9	Existing R/W lines (Comp and Draft)	X		40.00	24		
745.9	TOTA		2	\$150.04			1

Labor Costs

Crew Chief	Sur	veyor	Survey T	echnician	Admin	istration	Total Direct	Total \$
15.61	\$4:	2.82	\$2	7.14	\$6	0.90	Labor	
Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Section 2		C Presidentes -		Statistical states	A CANADA S	and the second	and the second	
							国民 医假定于	
\$0.00	0	\$0.00	0	\$0.00	5	\$304.50	11	\$671.42
							_	
					5			
ASSENT AREAS	17 CARES		Constant I	ASS ENDED	Section 24			
\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
							A	
							- 194	
								Glan Line
\$0.00	35	\$1,498.70	20	\$542.80	0	\$0.00	55	\$2,041.50
	10							
	10		10					
	10		10					
	5							
			- 1				C 11.	
	10		10					
\$0.00	113	\$4,838.66	25	\$678.50	0	\$0.00	146	\$5,950.92
	80							
			10					
			10					
			5					
								-
								10.00
	8							
	1							
	24							
\$0.00	4	\$171.28	0	\$0.00	0	\$0.00	4	\$171.2
	2							
	2							
\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$1 201 0
\$0.00	0	\$0.00	0	\$0.00	0	φ 0.00	24	\$1,301.2
\$0.00	152	\$6,508.64	45	\$1,221.30	5	\$304.50	240.00	\$10,136.4

Consultant Direct Labor Rates

Project ID: 2976-04-01

k at Weighted sed Average (e) Hourly Rate(i)	% \$75.02	% \$54.22	% \$45.61	% \$42.82	% \$27.14	% \$60.90
t % Work at Increased Rate (e)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
% Work at Current Rate (c)	\$0.0%	20.0%	50.0%	50.0%	50.0%	50.0%
Date of Increase(f)	1/1/2026	1/1/2026	1/1/2026	1/1/2026	1/1/2026	1/1/2026
New Pay Rate(e)	5 76.02	54.94	\$ 46.22	\$ 43.39	\$ 27.50	61.71
% Pay Increase(d)	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%
Current Rate(c)	\$ 74.02	\$ 53.50	\$ 45.00	\$ 42.25	\$ 26.78	\$ 60.09
Classification (b)	Design Project Manager	Survey Project Manager	Survey Crew Chief	Surveyor	Survey Technician	Administration
Employee Number (a)	000027	000150	000299	000465	000535	000149

Contract Completion Date (as per scoping): 6/30/2027 Contract Duration in Months: 23

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: 2976-04-01

Activity Code	Task	Filter by "X"	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
773	Manage Consultant Contract	X	\$ 671.42 \$	\$ 928.17	\$ 138.48	\$ 112.00	\$1,850.07
382	Setup Survey Project		-	- \$	- \$	۰ ج	\$0.00
666	Establish Project Control	X	\$ 2,041.50	\$ 2,822.17	\$ 421.06	\$ 360.00	\$5,644.73
723	Conduct and Process Existing Field Survey	×	\$ 5,950.92	\$ 8,226.55	\$ 1,227.39	\$ 960.00	\$16,364.86
726	Survey Existing and Proposed Right-of-Way	X	\$ 171.28	\$ 236.78	\$ 35.33	\$ 200.00	\$643.39
897	Place Monumentation		\$ -	-	-	-	\$0.00
745	Develop Transportation Project Plat (TPP)	X	\$ 1,301.28	\$ 1,798.88	\$ 268.40	\$ 56.25	\$3,424.81
	TOTAL:		\$10,136.40	\$14,012.55	\$2,090.66	\$1,688.25	\$27,927.86

Home Office Indirect Cost Rate: 138.24%

Fixed Fee: 8.25%

Standard Indirect Cost Rate to Compute Fixed Fee: 150%

DAAR Engineering Proejct ID 2976-04-01

Direct Costs by Item

Project ID: 2976-04-01

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage - Employee Vehicle	160	160 Miles	\$ 0.700	0 \$112.00
Mileage - Company Survey Vehicle	1900 Each	Each	\$ 0.800	0 \$1,520.00
Existing Survey Documents	5	5 Package	\$ 11.25	5 \$56.25
	TOTAL			\$1,688.25

DAAR Engineering Proejct ID 2976-04-01

Consultant Contract Total Fee Computation

Project ID	2976-04-01				Total for Contract
Number of Staff Hours	240				240
Total Direct Labor	\$10,136.40				\$10,136.40
Total Indirect Costs	\$14,012.55				\$14,012.55
Fixed Fee	\$2,090.66				\$2,090.66
Direct Costs	\$1,688.25				\$1,688.25
Subtotal	\$27,927.86	\$0.00	\$0.00	\$0.00	\$27,927.86
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$27,927.86	\$0.00	\$0.00	\$0.00	\$27,927.86
Home Office Ir	Indirect Cost Rate:	138.24%	1	Fixed Fee:	8.25%

C Franklin Puetz Rd Pathway S 76th St to St Martins Rd Milwaukee County

150%

Standard Indirect Cost Rate to Compute Fixed Fee:

DAAR Engineering Proejct ID 2976-04-01



CHRONICLE[™]

WISCONSIN OFFICE 8669 N. Deerwood Dr. Milwaukee, Wisconsin 53209 P: 414.446.4121 | F:414.446.4325

This proposal contains pricing and other information confidential and proprietary to Chronicle Heritage. Disclosure of this proposal's contents to persons or organizations outside of Civiltech Engineering, Inc. is not authorized without specific written permission of Chronicle Heritage. All technical specifications and costs in this proposal are valid for 90 days.

Date: April 3, 2025

To: Stanley A. Lukasz, P.E. Senior Project Manager Civiltech Engineering, Inc. 25-PC-05906

From: Rhiannon Jones, M.A.

Proposal – Cultural Surveys WisDOT ID 2976-04-01 Puetz Rd. Shared Use Path S. 76th St. to W. St. Martins Rd. City of Franklin, Milwaukee County, Wisconsin

Chronicle Heritage is pleased to present the following proposal to Civiltech Engineering, Inc. (Civiltech) for cultural resources services for the subject shared use path project in Milwaukee County. It is our understanding that archaeological and architecture/history investigations are needed pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations. The project will involve construction of a shared use path along Puetz Rd. between S. 76th St. and W. St. Martins Rd. in the City of Franklin.

ARCHAEOLOGICAL INVESTIGATIONS

Area of Potential Effects

Based on the information provided to Chronicle Heritage on March 24, 2025, it is our understanding that the Area of Potential Effects (APE) for archaeology will be defined as all areas of potential ground disturbance associated with project construction:

- The project will extend along Puetz Road from 300 feet east of S. 76th Street to 300 feet west of W. St, Martins Road/STH 100.
- Portions of S. 76th Street and W. St, Martins Road/STH 100 extending 300 ft from Puetz Rd. are included.
- Portions of other cross streets extending 150 feet from Puetz Rd. are included.
- The survey limits will extend to 5-10 feet on either side of Puetz Rd. and included portions of cross streets within the project limits.

Archaeological Survey

Chronicle Heritage will complete a Phase I archaeological survey of the APE. The survey will include a records review using the Wisconsin Historic Preservation Database (WHPD) to identify previously documented cultural resources located within the project area, to identify any cultural resource investigations that have previously

Stan Lukasz Aprıl 3, 2025 Page 2

taken place, and to provide information on the expected types and location parameters of cultural resources within the APE and a surrounding one-mile radius. To supplement the site file data, Chronicle Heritage will conduct a review of readily available online historic mapping (both plat maps and USGS maps) and modern aerial, NWI, and county soils mapping of the APE. The survey will satisfy the requirements of the Wisconsin State Historic Preservation Office (SHPO) and Section 106 and also will adhere to the *Guidelines for Public Archeology in Wisconsin* (2024) and WisDOT's *Guide to Transportation Archaeology* (2024).

Survey will be conducted employing standard archaeological techniques and may include both shovel testing, and documentation of wet and disturbed areas. In areas which are not paved, wetland/inundated, visibly disturbed, or occupied by buried utilities and do not have good surface visibility (i.e., greater than 30 percent), systematic shovel testing will be required and consist minimally of 35-centimeter diameter holes excavated at least 10 centimeters into sterile subsoil. Where needed, shovel tests will be excavated at 15-meter intervals Excavated soils will be screened through ¼-inch wire mesh and examined for evidence of cultural materials Given the narrow survey area, shovel testing is expected to be minimal and no more than 10 shovel tests will be needed.

Profiles will be described for each shovel test Notes will be recorded concerning the soil stratigraphy (including Munsell color designations and texture) and any artifacts encountered. All shovel tests will be assigned a unique designation that will be mapped within the APE prior to the field survey and then documented during the field survey with sub-meter accurate geographic positioning system (GPS) equipment. If cultural material is encountered, additional radial shovel tests will be placed at 5-meter intervals as needed to define the horizontal extent of the cultural material. During fieldwork, standard forms will be completed by the field crew. Archaeological sites and positive finds within shovel tests will be noted on the forms. Artifacts will be bagged and assigned numbers by their locations. Photographs will be taken of the general project area.

Prior to fieldwork, Chronicle Heritage will obtain a Wisconsin Archaeology Public Lands Permit for any public lands where subsurface testing might take place. It is assumed that Civiltech will be responsible for notifying private landowners of the project where survey may need to be conducted outside of the existing right-ofway. Fieldwork will commence a minimum of seven days after landowner notification letters have been mailed. It is also assumed Civiltech will provide preliminary design plans and/or files prior to commencement of the survey to facilitate Chronicle Heritage's delineation of the APE and use of GPS equipment during fieldwork.

Report Preparation

Chronicle Heritage assumes no new archaeological sites will be found. The results of the survey will therefore be documented in an Archaeological Survey Field Report (ASFR) and Archaeological Records and Literature Review form in lieu of a formal report. Should a new site be found, a formal Phase I survey report will be required to fully document the site and provide sufficient information to make a preliminary evaluation regarding National Register of Historic Places (National Register) eligibility. The preparation of a formal Phase I survey report and Determination of Eligibility (DOE) for any identified archaeological sites are not included in this proposal and will require a change order. Stan Lukasz April 3, 2025 Page 3

ARCHITECTURE/HISTORY INVESTIGATIONS

Area of Potential Effects

Chronicle Heritage assumes the APE for architecture/history will be defined to include properties adjacent to Puetz Road and included cross streets within the project limits.

Architecture/History Survey

Chronicle Heritage will conduct background and archival research and review the WHPD to determine if any properties in the APE were previously surveyed. Chronicle Heritage will then complete an architecture/history survey of the APE in accordance with the Wisconsin Historical Society's Survey Manual. We will identify, photograph, and assess the National Register of Historic Places (National Register) eligibility of individual buildings, structures, and objects, as well as any districts that are present. Additional photographs depicting streetscapes and viewsheds will be provided as needed to document the APE.

Chronicle Heritage assumes the following for the architecture/history survey:

- Up to 3 properties will require survey or re-survey.
- No properties with potential significance will be found.

Report Preparation

The results of the architecture/history survey will be documented in an Architecture/History Survey Report (AHSR), as required by WisDOT and the SHPO.

SCHEDULE

Chronicle Heritage assumes the archaeological and architecture/history survey (approximately 50% of the effort) will be completed in in summer/fall of 2025 after the Notice to Proceed is issued, and the reporting (approximately 50% of the effort) will be completed in 2026.

The project contract completion date is June 30 2027

COST

Based on our assumptions, Chronicle Heritage proposes to complete archaeological and architecture/history investigations and associated reporting for the Puetz Rd. shared use path project in the City of Franklin, Milwaukee County for actual costs up to \$4,784.43 plus a fixed fee of \$376.95 for a total cost not to exceed **\$5,161.38**. See the attached spreadsheets for a breakdown of costs.

Chronicle Heritage appreciates the opportunity to submit this proposal. Please do not hesitate to contact me at 612.246.0509 or rjones@chronicleheritage.com should you have questions or concerns regarding the proposed scope of work.

Sincerely,

the on

Rhiannon Jones, M.A., RPA

Summary of Staff Hours and Direct Labor Costs

Classification	uo	Project Q,	Project Manager, QA/QC	Archaeo Principal In	Archaeological ncipal Investigator	Associate Archaeologist	ciate ologist	Architectural Historian	ectural rrian	Support Services	Services	GIS/Graphics	aphics		
Rate		\$	\$43.84	\$30	0.81	\$25.57	.57	\$29.24	24	\$25.57	.57	\$26.80	.80	Total Dir	Total Direct Labor
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Analyze Archaeological and Historical Impact	763	4	\$175.36	8	\$246.48	ø	\$204.56	32	\$935.68	2	\$51.14	80	\$214.40	62	\$1,827.62
TOTAL:		4	\$175.36	8	\$246.48	8	\$204.56	32	\$935.68	2	\$51.14	8	\$214.40	62	\$1,827.62

Consultant Direct Labor Rates

Employee Name	Classification	Current Rate	% Pay Increase	New Pay Rate	Date of Increase	% Work at Current Rate	% Work at Increased Rate	Weighted Average Hourly Rate
R. Jones	Project Manager	\$43.26	2.70%	\$44.43	1/1/2026	50.00%	50.00%	\$43.84
C. Christman	Archaeological Principal Investigator	\$30.00	2.70%	\$30.81	1/1/2026	0.00%	100.00%	\$30.81
D. Strange	Associate Archaeologist/Support	\$25.50	2.70%	\$26.19	1/1/2026	90.00%	10.00%	\$25.57
K. Stanger	Architectural Historian	\$28.85	2.70%	\$29.63	1/1/2026	50.00%	50.00%	\$29.24
P. Moriarity	GIS/Graphics	\$26.44	2.70%	\$27.15	1/1/2026	50.00%	50.00%	\$26.80

Contract Completion Date: 6/30/2027

Fee Computation Summary by Engineering Task

Task	Activity Code	Direct Labor Costs (a)	Indirect Costs a*1.4154	Fixed Fee a*2.5*.0825	Direct Expenses	Total
Analyze Archaeological and Historical Impact	763	\$1,827.62	\$2,586.81	\$376.95	\$370.00	\$5,161.38
TOTAL:		\$1,827.62	\$2,586.81	\$376.95	\$370.00	\$5,161.38

CONSULTANT Home Office Overhead Rate (%): 141.54 CONSULTANT Fixed Fee Indirect Cost Rate (%): 150.00 Fixed Fee (%): 8.25

Direct Expenses by Item

Item	Unit Amount	Unit Type	Rate	Total Expenses
Rental Vehicle & Fuel	2	days	\$150.00	\$300.00
Survey Equipment (GPS Unit)	2	day	\$35.00	\$70.00
	TOTAL			\$370.00

Consultant	Contract	Total I	Fee	Com	putation

Project IDs	2976-04-01	Total for Contract
Number of Staff Hours	62	62
Total Direct Labor	\$1,827.62	\$1,827.62
Total Indirect Costs	\$2,586.81	\$2,586.81
Fixed Fee	\$376.95	\$376.95
Direct Expenses	\$370.00	\$370.00
Subtotal	\$5,161.38	\$5,161.38
TOTAL COST	\$5,161.38	\$5,161.38

CONSULTANT Home Office Overhead Rate (%): 141.54 CONSULTANT Fixed Fee Indirect Cost Rate (%): 150.00 Fixed Fee (%): 8.25

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 6, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024- 2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL CAPITAL IMPROVEMENT APPROPRIATIONS ASSOCIATED WITH THE SCHOOL TRAFFIC SIGNAL PROJECT IN THE AMOUNT OF \$2,000	item number G.12.

BACKGROUND

The City of Franklin and the Franklin School District entered into a memorandum of understanding (MOU) to construct and install a traffic signal at S. 51st Street and S. Preserve Way. Furthering completion, the City was notified that a detection system upgrade was needed Change Order No. 1 totaling \$2,000 is placed elsewhere on this agenda

ANALYSIS

The current MOU outlines a cost-sharing arrangement for this collaborative project A key requirement of this agreement was prior authorization from the Franklin School District to ensure adherence to the MOU's guidelines.

Andy Chromy, Assistant Superintendent of Business and Operations at the Franklin School District, provided the necessary authorization for the City to proceed with Change Order #1. This change order involves updates to the detection system of the recently installed traffic light. The email granting this approval is attached for reference.

FISCAL NOTE

The Common Council previously approved a budget of \$250,000 for the school traffic light project. On May 21, 2024, the City and the Franklin School District entered into an agreement to proceed with Zignego Company, Inc. for the construction of the traffic signal and roadway improvements. The total project cost was set at a not-to-exceed amount of \$411,112.07. The Memorandum of Understanding (MOU) specifies that the City's cost-share will not exceed \$200,000, and any change orders must receive approval from the Franklin School District prior to implementation. On March 31, 2025, the Franklin School District authorized Change Order #1, with the understanding that the School District will bear responsibility for any resulting price increase As such, this change order will not have any financial impact on the City.

COUNCIL ACTION REQUESTED

Adopt Ordinance No 2025-____, an Ordinance to Amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the Capital Improvement Fund to Provide Additional Capital Improvement Appropriations Associated with the School Traffic Signal Project in the Amount of \$2,000

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO 2025-____

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL CAPITAL IMPROVEMENT APPROPRIATIONS ASSOCIATED WITH THE SCHOOL TRAFFIC SIGNAL PROJECT IN THE AMOUNT OF \$2,000

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024, and

WHEREAS, the Common Council authorized a contract with Zignego Company, Inc, to construct a traffic signal at S 51st Street and S. Preserve Way, and

WHEREAS, the City of Franklin and Franklin School District entered into a memorandum of understanding on April 3, 2024, and

WHEREAS, the City's local not-to-exceed budget is \$200,000; and

WHEREAS, the Franklin School District has authorized further funding of all expenses above \$200,000 for the completion of this project, and

WHEREAS, the Franklin School District approved change order no. 1, which provides for a detection system upgrade in the amount of \$2,000, 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 2025 Capital Improvement Fund Budget be amended as follows.

Capital Improvement Fund – Fund 46 0331 School Traffic Signal

Increase \$2,000

- 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 __________, 2025

APPROVED:

ATTEST

John R. Nelson, Mayor

Shirley J Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

RA SMITH	ZIGNEGO COMPANY N35W23877 Highfield Court Pewaukee, WI 53072	2024-05	4/15/2025	10/1/2024 - 4/15/2025	NECTION WITH THE CONTRACT	\$ 45 FOLLOWS \$411.112.07	\$2,000.00	\$413,112.07	FO DATE \$414,265.18 10% OF TOTAL COMPLETED AND STORED TO DATE \$0.00	\$414,265.18	\$252,210.59	\$162,054.59
ENGINEER: PROJECT NO:	CONTRACTOR: ZIGNE N35W238	CONTRACT NO:		PERIOD FROM: <u>3</u> 10/1/2	REQUEST IS MADE FOR PAYMENT AS SHOWN BELOW IN CONNECTION WITH THE CONTRACT CONTINUATION SHEET IS ATTACHED	ORIGINAL CONTRACT SLUD	NET CHANGE BY CHANGE ORDERS	CONTRACT SUM TO DATE	TOTAL COMPLETED AND STORED TO DATE RETAINAGE 10% OF TOT	TOTAL EARNED LESS RETAINAGE	LESS PREVIOUS CERTIFICATES FOR PAYMENT	CURRENT PAYMENT DUE
REQUEST AND CERTIFICATE FOR PAYMENT PROJECT: CITY OF FRANKLIN S. 51ST ST. Traffic Signal	OWNER: CITY OF FRANKLIN 9229 W. LOOMIS RD FRANKLIN, WI 53132	ATTN: Kevin Schlueter	CHANGE ORDER SUMMARY CHANGE ORDERS ADDITIONS SUBTRACTIONS	CO1 Detection Upgrade \$2,000 00		\$2,000 00	NET CHANGE BY CHANGE ORDERS \$2,000.00	STATE OF WISCONSIN COUNTY OF Milwaukee The undersigned Contractor certifies that the Work covered	by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received	from the Owner, and that the current payment shown herein is now due	CONTRACTOR Deff Kaha	Date 4/15/2025

	Zignega Campany, Inc. Historia Tanghined Court Penankec, VI 53072 916 540-6012						City of Frankin Frankin City Hall Frankin City Hall Frankin, Wisconsin 5313 Frankin, Wisconsin 5313	63132 6.51132		
	46yn 24	i. A		<u>,</u> , , , , , , , , , , , , , , , , , ,		244 24	Frankin S151 St. Iran	K 28819		
		1 BEMONIMIC COMPRETE BASSY	1997 - 19	S 3,		1,107.40		\$0.00	2.00	\$6.000.0
		2 WOOD POSTS 4"%5"%14"	6.00 EAC	5		600.00		\$0.00 50.00	6.00	\$600.0 \$1.028.1
Image: constraint of the second of		3 SIGMS TYPE II REFLECTIVE H	36.72 SF 4.3 60 SF	<u>s</u>		1,498.00		50.00	53.50	\$1,498.0
		4 SIGNS 17PE II REFLECTIVE F	2.00 EAC	ŝ		650.00		\$0.00	2 00	\$650.0
Image: constraint of the stand of		6 MARKING STOP LINE EPOXY 18-INCH (WHITE)	80.00 UF	~ u	80.00 5	1,200.00		530.00	594.00	51,230.0
		7 MARKING CROSSWALK EPOXY BLOCK STYLE 24-INCH (WHITE) BLOOMDHIT RIGID MONMFTALLIC SCHEDUTE 40 2 INCH	73,00,522	s	80.00	950.40		\$0.00	80.00	\$950.4
		9 CONDUIT RIGID NONIMETALLIC SCHEDULE 40 3 INCH	111.00	<u>ہ</u>	180.00 \$	2,516.40		\$0.00	180.00	\$2,516.4 524 897 7
		O CONOUIT SPECIAL 3-INCH	1,015.00 LF 8.00 EAC	<u> </u>	981.00 5 8.00 5	11,040.64		\$0.00	8.00	\$11,040.6
		1 PULL BUARS STEEL (44/42/ INV/A	7.00 EAC	~	7.00 5	6,984.74		\$0.00	7.00	\$6,984.7
1 1 <td></td> <td>3 CONCRETE BASES TYPE 2</td> <td>4,00 EAC</td> <td><u>, s</u></td> <td></td> <td></td> <td></td> <td>20.00</td> <td>4.00</td> <td>519,983.6</td>		3 CONCRETE BASES TYPE 2	4,00 EAC	<u>, s</u>				20.00	4.00	519,983.6
		4 CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	383.00 LF	<u>_</u>	5 00 1				383.00	\$1,631.5
		5 CABLE FIRM TIC SHOWAL STATIONS 6 CABLE TRAFFIC SHONAL 7 14 AWG	874.00 LF	~	\$		783.00		783.00	\$2,184.5
		7 CABLE TRAFFIC SIGNAL 12-14 AWG	1,001,001	<u>s</u> ,			1,126.00		1,126.00	54,920.6
		8 CABLE TYPE UF 2-10 AWG GROUNDED	1.138.00 [LF	~~~	~ ~		1,121.00		1,121.00	\$2,432.5
		O ELECTRICAL WIRE LIGHTING 12 AWG	234.00 LF	s			234.00		234.00	5489.0
	~	1 ELECTRICAL SERVICE METER BREAKER PEDESTAL	1.00 EAC	<u>-</u>	_	1,245	2.00		100.2	53,666.1
		Z IPLUESIAL BASES 3 I TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	4,00 EAC	<u>ہ</u>	8		4.00		4.00	\$3,268.1
<u>1 1 </u>	Ä	4 POLES TYPE 2	2.00 EAC	<u>, </u>			5.8		2.00	57,972.4 58,741.3
Internet source Internet s	2	S POLES TYPE 3	2.00 EAC	<u>^ ^</u>			4.00		4.00	\$4,000.4
Image: control of the stand of the stan		6 I HAFFEL SKONAL STANLARUS ALUMINUM 13-11	2.00 EAC		0		2.00		2.00	\$2,077 9
Silvange Silva		B TRAFFIC SIGNAL STANDARDS ALUMINUM 10-FT	1.00 EAC	<u>,</u>	<u>s</u>		1.00		8 8	5773.6 C6 761 6
International control Internatenal control Internatindindical	~	9 TROMBONE ARMS 25-FT	2.00 EAC	4-			2:00		2.00	51,154.0
Image: constraint of		OLUMINAURE ARMS SINGLE MEMBER 4-INCIT CLAMP 9-F I 1 Praser skinal face as 12-INCH	10.00 EAC	<u>s</u>			10.00		10.00	\$9,052 5
Image:	m	2 TRAFFIC SIGNAL FACE \$5 12-INCH	2.00 EAC	s			2.00		88	\$2,998.3
	m	3 PEDESTRIAN SIGNAL FACE 16-INCH	8.00 EAC	<u>^</u>			8.0		8.08	53,495.9
Status Status<		4 IPEUESIMAN PUSH BULIUNS SISIGNAL MOUNTING HARDWARE SSIST STREET & S PRESERVE WAY	1.00 EAC	5 4			1.00		1.00	\$4,735.9
Image: Statistication Image: Statistication <td></td> <td>6 LUMINAMES UTILITY LED C</td> <td>2.00 EAC</td> <td>~</td> <td>5</td> <td></td> <td>2.00</td> <td></td> <td>2.00</td> <td>5895.0 610.740.1</td>		6 LUMINAMES UTILITY LED C	2.00 EAC	~	5		2.00		2.00	5895.0 610.740.1
3.8.000000000000000000000000		7 TRAFFIC SKONAL CABINET & CONTROLLER \$ 515T STREET & S PRESERVE WAY	1.00 EAC	~		129 000 M			8	\$129,000.0
<u> </u>		18 MOBILIZATION S SIST STIRELT & S PRESERVE WAT Glocatinge niktlingren area (siat strefet & S preserve Way	1.00 [5	<u> </u> ~		5,000.00		\$0.00	1.00	\$5,000.0
I Redone and survice almetra storatory I Redone and survice almetra storatory 1		0 TRAFFIC CONTROL S S1ST STREET & S PRESERVE WAY-INIAl Brop off and setup	1 EAC	5		20,000.00			1.00	\$20,000.0
1 1	4	1 REMOVE AND SALVAGE BLINKER SIGN ASSEMBLY	2 EAC	<u>n </u> ,	<u>s</u>		2.00		8 8	\$12.400.6
aliant aliant<		2 FLASHING BEACON ASSEMBLY	2 EAC		<u>></u>					\$0.0
Street or File Crown system 55151 Street a Sensitive wux 100 Each (1 S 55,26,19) 100 S - 56,26,19) 100 S - 56,26,19 100 S - 56,26,29 100 S - 56,26		Att 3						20.00		\$0.0
	4	S VIDEO DETECTION SYSTEM SSIST STREET & S PRESERVE WAY		<u>~ </u> .	1.00			50.00 60.043 3e	1.00	536,226.1
		IG FURNISH & INSTALL EVP SYSTEM S 515T STREET & S PRESERVE WAY		-			8 8	\$2,000.00	18	52,000.0
Image: Name of the state of the st	T#	neietuon system upgrade			· •			20.02		\$0.0
Subtract					\$			\$0.00		\$0.0
State State <th< td=""><td></td><td></td><td></td><td></td><td>5</td><td></td><td></td><td>00.02</td><td></td><td>\$0.0</td></th<>					5			00.02		\$0.0
Subtoral \$276,587 Subtoral \$132,785.30 Salet Tax \$276,587.38 Subtoral \$132,785.30 Jock Retainage \$276,587.38 JOK Retainage \$385.73 Jock Retainage \$276,587.34 JOK Retainage \$385.73 Jock Retainage \$276,587.34 JOK Retainage \$385.730 Jock Retainage \$248,926.54 JOK Retainage \$500					~~			8 9		20.02
Subteral \$276, 587 Subteral \$132, 785, 20 Subteral Sales Tax \$286, 587 \$106, flexa hage \$132, 785, 20 Subteral 106, flexa hage \$276, 587, 74 106, flexa hage \$50.00 106, flexa hage 106, flexa hage \$248, 928, 54 106, flexa hage \$50.00 106, flexa hage 106, flexa hage \$248, 928, 56 106, flexa hage \$50.00 106, flexa hage					Ś					
Salet Tax Arry with an arry with a start and a s					Subtated	¢77£ 587 18			Subtotal	5414.265.1
IOK Retainage \$27,558.74 IOK Retainage \$0.00 IOK Retainage Total \$248,926.64 Total \$132,785.20 Total					Sales Tax				Sales Tax	
I OCAI <u>XAR-926.504 I OCAI 31.45.705.201 I OCAI</u> Make all checks payable to Zignego Company, Inc. hank y wi for your business					10% Retainage	\$27,658.74	10%		10% Retainage	\$0.0
Make all checks payable to Zignego Company. hank v ur for your busin					Total	\$248,928.64		\$132,785.20	Iotal	7414,203.1
hank v u for your business						Make all checks payable to Zi	ego Company,			
						hanky	r vu for your business			

Danielle Brown

To:Chromy, AndySubject:RE Stop & Go Lights 51st

From: Chromy, Andy <andy.chromy@franklin k12 wi.us> Sent: Monday, March 31, 2025 11.03 AM To: Kevin Schlueter <KSchlueter@franklinwi.gov> Cc: Bruggeman, John <John.Bruggeman@rasmith.com>; Danielle Brown <DBrown@franklinwi gov> Subject: Re: Stop & Go Lights 51st

Kevin,

Please change out the equipment in question as we will cover that cost. Who will be following up with the current vendor to cancel this portion of the order and request funds back for their lack of being able to provide them?

Andy

On Mon, Mar 31, 2025 at 8:25 AM Kevin Schlueter <<u>KSchlueter@franklinwi.gov</u>> wrote:

Hı Andy,

Per are phone call I'm asking for your permission to change out the Gridsmart cameras system with a No Traffic Cameras system at an additional cost of roughly \$2000.00 to the School Dist.

Kevin Schlueter

Superintendent

Franklin Highway Department

Phone: 414-425-8881

Email: kschlueter@franklinwi.gov

Fax: 414-425-7315



APPROVAL	REQUEST FOR	MEETING DATE
	COUNCIL ACTION	May 6, 2025
REPORTS &	A Resolution to Award Change Order No. 1 to Zignego Company, Inc. to Provide a Detection	ITEM NUMBER
RECOMMENDATIONS	System Upgrade to the Traffic Signal at S. 51 st Street and S. Preserve Way for \$2,000	G.13.

BACKGROUND

A traffic signal has been constructed at S. 51 st Street and S. Preserve Way. A Resolution to award Zignego Company, Inc. a contract to construct the traffic signal on May 21, 2024. Construction has been completed with the understanding that a detection system upgrade was needed. This change order addresses the final upgrade.

ANALYSIS

The City authorized a memorandum of understanding (MOU) with the Franklin School District that outlines a cost-sharing arrangement. Prior authorization from the Franklin School District was important to ensure the guidelines of the MOU were followed. Franklin School District Assistant Superintendent of Business and Operations, Andy Chromy, authorized approval for the City to proceed with change order #1 to update the detection system of the installed traffic light. The authorization email is attached.

FISCAL NOTE

The Common Council previously approved a budget of \$250,000 for the school traffic light project. On May 21, 2024, the City and Franklin School District agreed to proceed with Zignego Company, Inc. to construct the traffic signal and roadway improvements. The total project costs were a not-to-exceed amount of \$411,112.07. The MOU acknowledges that the City cost-share amount will not exceed \$200,00 and request approval from the Franklin School District prior to any change orders. On March 31, 2025, Franklin School District authorized approval of change order #1 with the understanding that the School District will be held responsible for the price increase. Therefore, this change order has no direct impact to the City.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025-_____, A Resolution to Award Change Order No. 1 to Zignego Company, Inc. to Provide a Detection System Upgrade to the Traffic Signal at S. 51st Street and S. Preserve Way for \$2,000.

Finance Dept – DB/DPW - KS

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO 2025-____

RESOLUTION TO AWARD CHANGE ORDER NO 1 TO ZIGNEGO COMPANY, INC TO PROVIDE A DETECTION SYSTEM UPGRADE TO THE TRAFFIC SIGNAL AT S 51ST STREET AND S. PRESERVE WAY FOR \$2,000

WHEREAS, Zignego Company, Inc has constructed a traffic light at S 51st Street and S. Preserve Way, and

WHEREAS, the City authorized a Memorandum of Understanding with the Franklin School District that outlines a cost-sharing arrangement, and

WHEREAS, the City was notified that an upgrade to the detection system was necessary, and

WHEREAS, the City requested and received further approval from the Franklin School District to authorize the upgrade change order.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, to authorize change order 1 to Zignego Company, Inc for implantation of the detection system upgrade on the traffic signal at S 51st Street and S Preserve Way for \$2,000

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute Change Order No 1 on behalf of the City, with the understanding that the Franklin School District will reimburse the City for this expense

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this ______ day of ______, 2025

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ______ day of _______, 2025

APPROVED

ATTEST.

John R Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES NOES ABSENT

REQUEST AND CERTIFICATE FOR PAYMENT PROJECT: CITY OF FRANKLIN	ENGINEER:	RA SMITH
S. 51ST ST. Traffic Signal	PROJECT NO:	
OWNER: 2229 W. LOOMIS RD FRANKLIN, WI 53132	CONTRACTOR: ZIGNEGG	ZIGNEGO COMPANY N35W23877 Highfield Court Pewaukee, WI 53072
ATTN: Kevin Schlueter	CONTRACT NO:	2024-05
CHANGE ORDER SUMMARY	REQUEST DATE: 4/1	4/15/2025
CHANGE ORDERS ADDITIONS SUBTRACTIONS CO1 Detection Upgrade \$2,000 00	PERIOD FROM:	10/1/2024 - 4/15/2025
	3 REQUEST IS MADE FOR PAYMENT AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT	TION WITH THE CONTRACT
	CONTINUATION SHEET IS ATTACHED	
\$2,000 00		\$411.112.07
NET CHANGE BY CHANGE ORDERS \$2,000.00	_	
STATE OF WISCONSIN COUNTY OF Milwaukee	NET CHANGE BY CHANGE ORDERS 	00.000,25
The undersigned Contractor certifies that the Work covered	CONTRACT SUM TO DATE	\$413,112.07
by this Application for a synchronize been composed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous	TOTAL COMPLETED AND STORED TO DATE RETAINAGE 10% OF TOTAL	FO DATE \$414,265.18 10% OF TOTAL COMPLETED AND STORED TO DATE \$0.00
certificates for rayinent were issued any payments from the Owner, and that the current payment shown herein is now due	TOTAL EARNED LESS RETAINAGE	\$414,265.18
CONTRACTOR: Deff. Kuha	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$252,210.59
Date 4/15/2025	CURRENT PAYMENT DUE	\$162,054.59

					City of Frankin		Invoice Date 4/15/2025	~
Ziguesga Company, Inc. NJSW23877 Mplaueld Court Pernanker, WI 53072 916 520 6012 Johuwitzaquego com					Franklin City Hall 9229 West Loomis Road Franklin, Wisconsin 53132 Project Number Franklin 51st St. Traffic Signal	dd 132 Signal		
******	\$ *	tin βinten ti		5,400 mm	<u>.</u>			
		EACH 5	5	1,107.40		\$0.00	2.00	\$6,000.00
	1 REMUVING CURCHELE BASES	6.00 EACH \$ 100.00	6.00 \$	600.00		\$0.00	6.00	\$600.00
	3 SIGNS TYPE II REFLECTIVE H	<u></u>		1,028.16		8005	53.50	\$1,498.00
	4 SIGNS TYPE II REFLECTIVE F	ACH		650.00		\$0.00	2 00	\$650.00
	6 MARKING STOP LINE EPOXY 18-INCH (WHITE)	۲ ۲		1,200.00	2.00	\$30.00	82.00	\$1,230.00
	7 MARKING CROSSWALK EPOXY BLOCK STYLE 24-INCH (WHITE)		528.00 5 80.00 5	950.40		00'05 20'00	80.00	\$950.40
	B CONDUIT RIGED NONMETALLIC SCHEDULE 40 2-INCH	ц С		2,516.40		\$0.00	180.00	\$2,516.40
	D CONDUIT SPECIAL 3-INCH	S		24,897 78		\$0.00	981.00	\$24,897 78 611 000 64
11	1 PUIL BOXES STEEL 24X42-INCH	ACH		11,040.64 6.984.74		\$0.00	00'2	\$6,984.74
	2 CONCRETE BASES TYPE 1	ACH S		19,983.64		\$0.00	4.00	\$19,983.64
	a CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	ACH S	1.00			\$0.00	1.00	\$3,382.04
1	5 CABLE TRAFFIC SIGNAL 5-14 AWG				383.00		383.00	\$21,631,58
Ť	6 CABLE TRAFFIC SIGNAL 7 14 AWG				1,126.00		1,126.00	\$4,920.62
	7 (CABLE TRAFFIC SIGNAL 12 14 AWG Crait 5 TYDE 415 2.10 AWG GADUNDED	399.00 LF \$ 3.28	\$		385.00		385.00	\$1,262.80
	9 ELECTRICAL WIRE TRAFFIC SIGNALS TO AWG		S		1,121.00		1,121.00	\$2,432 57 5480 05
×	D ELECTRICAL WIRE LIGHTING 12 AWG		5	1 245 49	234.00		1.00	\$1,245.99
~	I ELECTRICAL SERVICE METER BREAKER PEDESTAL	2.00 EACH 1 5 523.73			2.00	\$3,666.11	7.00	\$3,666.11
	2 PEUESTAL BASES 3 TRANSFORMER BASES BREAKAWAY 11 1/2 INCH BOLT CIRCLE				4.00	\$3,268.12	4.00	\$3,268.12
	4 POLES TYPE 2				2.00	57,972.46	8.8	57,972.46 Ce 241 24
2	5 POLES TYPE 3				4.00	54.000.40	404	\$4,000.40
	6 TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT				2.00	\$2,077 96	2.00	\$2,077 96
	B TRAFFIC SKGNAL STANDARDS ALUMINUM 10-FT		S		1.00	\$773.69	1.00	\$773.69
Ň	9 TROMABONE ARMS 25-FT				2.00	56, /51.62	007	\$1.154.08
ň	D LUMINAIRE ARMS SINGLE MEMBER 4-INCH CLAMP 6-FT				10.00	\$9,052.50	10.00	\$9,052 50
~ ~ ~	31 TRAFFIC SKGNAL PACE 35 12-INCH 32 TRAFFIC SKGNAL FACE 55 12-INCH	2.00 EACH 5 1,499.15			2.00	\$2,998.30	2.00	\$2,998.30
	3 PEDESTRIAN SIGNAL FACE 16-INCH				8.00	55,883.52	8,0	55,883.52
	4 PEDESTRIAN PUSH BUTTONS				8.8	53,495.52 00 257 15	20.2	10.064,84
M	S SIGNAL MOUNTING HARDWARE SSIST STREET & S PRESERVE WAY				2.00	\$895.00	2.00	\$895.00
	D LUMINAMES OF ILLE CONTROLLER S 5157 5TREET & S PRESERVE WAY				1.00	\$29,249.14	1.00	\$29,249.14
Ĩ	8 MOBILIZATION S 515T STREET & 5 PRESERVE WAY		1.00 \$	129,000,00		0.03	8 8	5129,000.000
m	9 RESTORE DISTURBED AREA S 515T STREET & S PRESERVE WAY		1.00			0.02	81	\$20,000,00
	0 TRAFFIC CONTROL 55151 STREET & 5 PRESERVE WAT-MURI LIVER OF AND SELUP				2.00	\$1,051.86	2.00	\$1,051.86
	I DEMOVE AND ARLANCE BLIMMEN JOIN POLITICE				2.00	\$12,400.68	2.00	\$12,400.68
ALT1	At 1		0			S0.00		\$0.00
Alt 3	At 3		<u>v</u>	26 575 36		20.00		\$0.00 \$36 526 19
4	S VIDEO DETECTION SYSTEM S SIST STREET & S PRESERVE WAY		+		181	59.043.38	1.00	59.043.38
	46 FURNISH & INSTALL EVPSYSIEM SS151 SINEET & SPRESENVE WAT		, s		1.00	\$2,000.00	1.00	\$2,000.00
			S			\$0.00		\$0.00
			~			8.8		20.00
						00.02		\$0.00
			\$			\$0.00		\$0.00
			S			1		
			Subtortal	\$276 587 38	Subtotal	\$132.785.20	Sebtotal	\$414.265.18
			Sales Tax	Ar' 100'0/90	Ĺ		Sales Tax	
-		d	10% Retainage	\$27,658.74	10% Retainage	\$0.00	10% Retainage	\$0.00
			Total	\$248,928.64			Total	2414,205.18
				Make all checks payable to Zi gnego	gnego Company, Inc.			
				Thank y	Thank you for your business			

Danielle Brown

To: Subject: Chromy, Andy RE Stop & Go Lights 51st

From: Chromy, Andy <andy.chromy@franklin k12.wi us> Sent: Monday, March 31, 2025 11:03 AM To: Kevin Schlueter <KSchlueter@franklinwi.gov> Cc: Bruggeman, John <John.Bruggeman@rasmith.com>; Danielle Brown <DBrown@franklinwi.gov> Subject: Re: Stop & Go Lights 51st

Kevın,

Please change out the equipment in question as we will cover that cost. Who will be following up with the current vendor to cancel this portion of the order and request funds back for their lack of being able to provide them?

Andy

On Mon, Mar 31, 2025 at 8:25 AM Kevin Schlueter <<u>KSchlueter@franklinwi.gov</u>> wrote:

Hı Andy,

Per are phone call I'm asking for your permission to change out the Gridsmart cameras system with a No Traffic Cameras system at an additional cost of roughly \$2000.00 to the School Dist.

Kevin Schlueter

Superintendent

Franklin Highway Department

Phone: 414-425-8881

Email: kschlueter@franklinwi.gov

Fax: 414-425-7315



BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION TO APPROVE A TITLE AND WAGE ADJUSTMENT FROM PART-TIME PARKS EMPLOYEE TO DEPARTMENT OF PUBLIC WORKS (DPW) PARK CUSTODIAN	item number G.14.

BACKGROUND

The City of Franklin currently has five parks with pavilions that are able to be rented by the public for events. For many years, these park pavilions were only open during the summer months and were opened, closed, and maintained by several seasonal/summer help employees staffed through the Department of Public Works (DPW). Seasonal/summer employees typically consisted of college students who would work through the Public Works department between the end of May and beginning of September

In April, 2015, the City hired Anne Fox to do the majority of the custodial care of the park pavilions. She was originally hired as a seasonal/summer temporary worker, however, has transitioned to the only temporary park employee with the elimination of seasonal/summer help

Her position has evolved into a part-time, year-round job with the addition of two year-round pavilions located at Ken Windl Park and Pleasant View Park Anne currently works an average of 5 hours per week during the off-season, and approximately 20-25 hours per week during the busy summer months (approximately 800 hours total in 2024).

Her duties consist of opening & closing the pavilions, maintaining bathroom facilities at each of these parks on a daily basis, and consistently works weekends. Also, she is tasked with cleaning the pavilions before and after each rental, which includes cleaning the kitchens, serving areas, common areas, and restrooms She restocks all kitchen & bathroom areas, handles minor repairs, and returns the renter's keys, as well as any items left behind, to the Clerk's Office. Anne maintains her own calendar of rental reservations, which corresponds with the calendars in the Clerk's Office & Public Works Department.

Most weekends in the summer consist of rentals occurring at all five park pavilions on both Saturdays & Sundays, therefore Anne cleans and opens each of these pavilions in the morning, cleans, re-stocks, and closes each pavilion nightly. Requests have also increased for both of the year-round pavilions in the off-season months

FISCAL NOTE

A budget currently exists in the Parks Salaries-PT account (01-0551-5113) for the part-time/seasonal parks employee(s). Any additional cost related to the wage increase for this position would be absorbed by the Parks Salaries accounts (Parks came in under budget in 2024 and is projected to be under budget in 2025). The Finance Director has reviewed the current budget and approves this recommended change

RECOMMENDATION

Due to the expansion of pavilion hours and year-round rentals, Anne's position should no longer be considered that of a temporary summer/seasonal help employee. It is staff's recommendation that her title be changed to Park Custodian, and that the position be considered an extended-term part-time employee without benefits to more properly align with the evolution of the position and job duties

The position of Custodian already exists within our compensation structure and is ranked as a Salary Grade 1

1 Staff recommends and requests approval to increase Anne's hourly wage to \$22/hour. This is approximately the 50th percentile of Salary Grade 1, which is appropriate based on Anne's 10 years of service in the position.

2 Staff recommends the wage increase to take effect beginning at the start of the current pay period (April 28th, 2025).

COUNCIL ACTION REQUESTED

A Resolution to Approve a Title and Wage Adjustment from Part-Time Parks Employee to Department of Public Works (DPW) Park Custodian, with a wage of \$22.00/hour and to authorize Human Resources to update the Employee Handbook as necessary

STATE OF WISCONSIN CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO 2025 -

A RESOLUTION TO APPROVE A TITLE AND WAGE ADJUSTMENT FROM PART-TIME PARKS EMPLOYEE TO DEPARTMENT OF PUBLIC WORKS (DPW) PARK CUSTODIAN

WHEREAS, the City of Franklin, Wisconsin, (FRANKLIN), acknowledges having five (5) park pavilions located within the City of Franklin that are reservable via permit by the public, two of which are year-round facilities

WHEREAS, FRANKLIN acknowledges the need of a part-time Parks Custodian to open, close, clean, and provide basic maintenance at each of these pavilions, including kitchens, bathrooms, and common areas on a daily basis as well as before and after reserved parties

WHEREAS, FRANKLIN the above tasks were previously the duty of part-time summer/seasonal staff, and are now being conducted by one part-time person who now operates in a year-round capacity

NOW, THEREFORE, BE IT RESOLVED, the reclassification of the part-time seasonal position to the Department of Public Works Park Custodian position within Salary Grade 1 of the Franklin Classification & Compensation group, and with a salary adjustment as requested of the Common Council;

Introduced at a regular meeting of the Common Council of the City of Franklin the

_____ day of ______, 2025, by Alderman ______.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the

_____ day of _____, 2025

APPROVED:

John R. Nelson, Mayor

ATTEST[.]

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

BLANK PAGE

APPROVAL	REQUEST FOR	MEETING DATE
	COUNCIL ACTION	5/6/2025
REPORTS &	Franklin Senior Citizens Travel Program Update for 2024 Year End	ITEM NUMBER
RECOMMENDATIONS		G. 15.

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annually, reporting in January and July of each year, attached is correspondence from Mr. Basil Ryan regarding the 2024 year-end Senior Citizens Travel activity.

The Franklin Senior Travel Program is funded through the City's general "Recreation" operating fund 01-0521-5721, which for 2024 had a total budget amount of \$19,590, including \$12,000 as approved in the 2024 Budget and a carryover of 2023 leftover funds of \$7,590 that was approved by the Common Council on 2/21/2024 to be used in 2024.

Eight (8) trips were taken from January 1, 2024 through December 31, 2024, where the bus transportation was paid by the City, expending \$20,072 against the \$19,590 Senior Travel Program Budget for 2024, being over budget by \$482 for 2024.

Mr. Basil Ryan will be in attendance at the May 6, 2025 Common Council Meeting for this item.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information.

April 25, 2025

Mayor and Common Council Members Franklin City Hall 9229 West Loomis Road Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers submit the following report for January-December 2024 activity. Franklin Senior Travelers were active for **eight trips**.

January 11 Jersey Boys, Fireside Theatre, Fort Atkinson – 87 seniors	
March 7 – Fiddler on the Roof, Fireside Theatre, Fort Atkinson – 91 seniors	
May 15 – Music Man, Marriott Theatre, Lincolnshire, IL – 88 seniors	
June 6 Nunsense, Fireside Theatre, Fort Atkinson – 115 seniors	
July 17 – Beehive, Marriott Theatre, Lincolnshire, IL – 110 seniors	
October 9 – 1776, Marriott Theatre, Lincolnshire, IL – 101 seniors	
November 20 – White Christmas, Marriott Theatre, Lincolnshire, IL – 112 seniors	
December 10 – Christmas with Elvis, Marriott Theatre, Lincolnshire, IL – 105 seniors	\$2,483.80

Our 2024 budget was \$19,590.00. We had a carryover from 2023 (into 2024) of \$7,590.00 plus 2024 funds of \$12,000.00. Due to the escalating cost of bus transportation and fuel costs, we were only able to take eight trips during 2024, versus nine trips in 2023. The total cost of eight trips in 2024 was \$20,072.00. With the current allocation of \$19,590.00, we are at a shortfall of -\$482.00 during 2024. We ask that this shortfall be covered.

Based on the success and growth of the program, and using 2023 as a benchmark, Franklin Senior Travelers spent \$21,841.00 on bus transportation for nine trips in 2023 (using COVID dollars). In 2024, Franklin Senior Travelers spent \$20,072.00 for eight trips (using COVID dollars). The carryover dollars from the COVID years have run out. As it stands now, we are back to a budget of \$12,000.00/year. This figure does not take into consideration inflation, transportation increases, fuel increases, etc. for the past 25 years. It also does not include for future growth in the program, which we know will occur, based on the amazing participation success of the travel program.

The current budget allocation of \$12,000.00/year only allows the program to take Franklin seniors on four trips during the year 2025. I will again make my request for needed additional funds, hoping the city wants the partnership to continue to grow with Franklin senior citizens. In the past I have asked that the Franklin Senior Travel program be treated as any other department and be placed on the agenda to appear before the Finance Committee during the appropriate budget cycle.

Our attendance continues to be extremely strong and our seniors look forward to these trips. Many new seniors are participating in the trips each month. As always, the health and safety of Franklin Senior Travelers comes first and that is the number one priority. I am happy to meet with you to answer any questions you may have.

Sincerely,

Basil Ryan Franklin Senior Travelers

BLANK PAGE

APPROVAL	REQUEST FOR	MEETING
	COUNCIL ACTION	DATE

5/6/2025

REPORTS &

RECOMMENDATIONS

ITEM NUMBER

At their February 17, 2015 meeting, the Common Council directed that the Franklin Senior Citizens, Inc. organization attend and give a status update on the organization semi-annually (January and July). The last report given was back on January 19, 2021 when they reported that the group was disbanding for the foreseeable future. The group started back up again in June 2022.

Franklin Senior Citizens, Inc. Status Update

Attached is correspondence from Mr. Noah Borkenhagen, the new President of the Franklin Senior Citizens, Inc. group, with a status update for the January through April 2025 activity. Mr. Borkenhagen is planning to be in attendance at the May 6, 2025 Council Meeting for this item.

The Franklin Senior Citizens, Inc. activities are funded through the City's general "Recreation" operating fund 01-0521-5723, which for 2025 has a total budget amount of \$12,000. The Franklin Senior Citizens, Inc. budget funds a portion of the cost of their monthly business meeting luncheons held at Root River Lanes in Franklin.

For the period January 1 through April 30, 2025, \$3,864 has been expended from the \$12,000 City budget for Senior Citizen Activities, leaving a remaining balance of \$8,136.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information.

April 25, 2025

Mayor and Common Council Members Franklin City Hall 9229 West Loomis Road Franklin, WI 53132

Ladies and Gentlemen:

I'd like to introduce myself. I am Noah Borkenhagen and I recently volunteered to take over the duties of president of the Franklin Senior Citizens Inc. The Franklin Senior Citizens Inc group started up again in June 2022, after it was dissolved in October 2020 The group's president was John Bieganski, who recently passed away.

I'm here today to provide a status update on the organization for its semi-annual report which is required by the Common Council. Since my duties recently started and I have no information on past years, I hope by submitting this current information it is helpful to you I am giving you an update for January-April 2025 activity. We meet on the first Wednesday of each month for a business meeting and lunch at Root River Center in Franklin. We are charged \$14.00 for the lunch. The City of Franklin pays \$8.00 toward the lunch, and our members pay the balance of \$6.00.

January 2025	124 persons	\$992.00
February 2025	121 persons	\$968.00
March 2025	114 persons	\$912.00
April 2025	124 persons	\$992.00

Our yearly budget is \$12,000.00. Our remaining balance as of today's date is \$8,136.00 for 2025. If we continue at our current pace, without any cost increases, averaging 121 persons attending and a cost average of \$966.00 each month for the remaining eight months, we will be under budget by \$408.00.

In July, when I provide the semi-annual report, I will be able to inform you if anything has changed or we are still on pace.

If you have any questions, feel free to contact me.

Sincerely,

Noah Borkenhagen

414-378-2783

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 6, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024- 2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO TRANSFER AND REPURPOSE UNUSED APPROPRIATIONS FOR THE MICROSOFT OFFICE 365 RELAUNCH AND DOMAIN MIGRATION PROJECTS	item number G.17.

BACKGROUND

On November 19, 2024, the Common Council adopted the 2025 Annual Budget. Ordinance No. 2024-2649 Section 12 indicates, "The Capital Outlay Fund expenditure appropriation shall be administered as if adopted on a department/division basis, and if exceed \$5,000, are subject to authorization by the Common Council "

**Please read the full Council Action Sheet on this agenda pertaining to the authorization of DigiCorp as primary consulting firm for this project as stated by the City's Information Technology Director.

The City of Franklin contracted with Eide Bailly to establish an M365 government tenant The project was suspended due to the vendor's significant difficulties to establish two-factor authentication (2FA) functionality with Microsoft Intune and Windows Hello for Business Services The project was canceled on February 10, 2025 The Technology Commission determined a complete domain migration is warranted before relaunching the project.

FISCAL NOTE

The proposed budget amendment reclassifies the full project expenditures from the Police Department and City Hall core switch projects The 2025 Budget appropriated \$162,534 for data center core switch replacements in both departments Additionally, the remaining funds (\$43,097) from the Eide Bailly purchase order that have been encumbered from the 2024 budget into the 2025 budget are being requested for repurposing

Total Funds Needed for Consulting Firm \$205,631

-Consulting hours \$91,504

-Total 2FA tokens \$24,000

-Windows Server 2025 Data Center Licenses \$39,586

-SQL Server 2022 Licenses \$20,484

-BitTitan Conversion Tool Licenses unknown at this time

-Project contingency. \$30,057

Total Funds Available for re-appropriation \$205,631 -core switch project for City Hall. \$81,267 -core switch project for the Police Department \$81,267 -unused funding from Eide Bailly contract \$43,097 This budget amendment is needed to facilitate the repurposing of funds to support this project. The overall fiscal impact only transfers existing appropriations from one purpose to a different purpose.

RECOMMENDATION

Staff recommends adoption of the proposed ordinance describing the following:

41-0144-XXXX	Migration Project	\$205,631	Increase
41-0144-5843	City Hall Software	\$43,097	Decrease
41-0211-5841	PD Computer Equipment	\$81,267	Decrease
41-0144-5841	City Hall Computer Equipment	\$81,267	Decrease
Capital Outlay Fund			

*All unused funds from the Eide Bailly purchase order will be relieved to be appropriated for this project

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No 2025-____, an Ordinance to amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budget for the Capital Outlay Fund to Transfer and Repurpose Unused Appropriations for the Microsoft Office 365 Relaunch and Domain Migration Projects.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO 2025-

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO TRANSFER AND REPURPOSE UNUSED APPROPRIATIONS FOR THE MICROSOFT OFFICE 365 RELAUNCH AND DOMAIN MIGRATION PROJECTS

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024,

WHEREAS, the 2025 Annual Budget provided resources and appropriations for the Capital Outlay Fund, and

WHEREAS, the Common Council authorized Eide Bailly to establish an M365 government tenant, and

WHEREAS, the project was cancelled due to significant difficulties in Eide Bailly fulfilling the obligations of the contract, and

WHEREAS, the Technology Commission recommended the Common Council pursue conducting a complete domain migration before relaunching the initial project; and

WHEREAS, to push the project forward, re-appropriating funding from other City projects is required

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

Section 1 That the 2025 Budget for the Capital Outlay Fund be amended as follows:

Capital Outl	ay Fund		
IT	Computer Equipment	Decrease	\$81,267
IT	Software	Decrease	\$43,097
Police	Computer Equipment	Decrease	\$81,267
IT	Migration Project	Increase	\$205,631

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

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, 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 ______, 2025.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____NOES _____ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/06/2025
REPORTS & RECOMMENDATIONS	Authorize DigiCorp As Primary Consulting Firm for Microsoft Office 365 Relaunch and Domain Migration Projects. Funding Accounts: 41-0144-5841, 41-0211-5841	item number G. 18.

Background:

In November 2024, the City of Franklin contracted with Eide Bailly to establish an M365 government tenant. The objective was to migrate all user accounts to Azure Active Directory (Entra ID) and transfer all local email mailboxes to Exchange Online Two-factor authentication (2FA) was to be implemented as a component of the primary project deliverables and to safeguard the new cloud accounts The project was suspended due to the vendor's significant difficulties in establishing 2FA functionality with Microsoft Intune and Windows Hello for Business services It was determined that the internal domain name (UPN) was non-routable and irreconcilable with the M365 platform The vendor was informed of the termination of the contract on February 10, 2025, and the Eide Bailly project was duly canceled

The Franklin Technology Commission has conducted a comprehensive post mortem review of the project and has conducted a thorough examination of the fundamental issues that have arisen in relation to the vendors' incapacity to onboard accounts with functional two-factor authentication. The City's most effective long-term strategy, as determined by the Commission, is to conduct a complete domain migration before relaunching the project. In order to accomplish this, it will be necessary to establish and license a new Windows 2025 Active Directory domain, as well as to establish all new user accounts, computer accounts, and security groups. Numerous legacy naming standards will be retired and standardized under a single enterprise naming policy. All application servers will be transferred to the new domain, and any legacy servers or applications that utilize Window Server 2008/2012 will be retired. No shared user accounts will be allowed in the new domain, as two-factor authentication will be mandatory for all logins.

The relaunch will necessitate the execution of a sequence of three distinct projects in sequential order: the construction of a new Windows Server 2025 domain using a fully routable UPN, the validation of the existing Microsoft government tenant and the establishment of hybrid Active Directory synchronization to the new domain with 2FA, and the transition of all Exchange 2010 accounts to the Exchange Online Azure cloud Each project has a substantial number of deliverables, some warrant the assistance of a supplemental consultant, while others can be completed by internal IT personnel The primary project manager will be the contracted vendor, who will ensure that all tasks and milestones are professionally completed in order to achieve the required deliverables.

The Franklin Police Department will be undertaking a separate project that is out of scope, but yet coupled to the Microsoft M365 on-boarding project The Motorola Cloud for squad and body camera video surveillance requires Entra ID authentication This project cannot be fully started until account synchronization with Entra ID is fully in place. Also, out of scope but coupled to the projects, the Water Utility is planning a VMWare server upgrade to new equipment and VMWare v8 x This will require rebuilding existing virtual machines for SCADA monitoring and upgrading all of the operating systems This project will be performed in conjunction with the three M365 onboarding projects

Recommendation:

The City of Franklin created a set of three RFPs outlining each of the major projects that are part of the relaunch efforts. Separating the projects, some which may have concurrent tasks, into individual initiatives best defines the needed costs, time schedule, scope, and unique project deliverables. Four vendors submitted proposals for each of the three projects. Vendors considered were: Robert Half Technology, Secure Compliance Solutions (SCS), Converge Technology Solutions (PDS), and DigiCorp/WIN. Based on the cost, experience, and ability to accomplish the technical deliverables, the City of Franklin Technology Commission reviewed all vendor proposals, and believed that DigiCorp offered the best services for the estimated costs.

- 1. Active Directory 2025 Domain Migration
- 2. Microsoft M365 Onboarding with 2FA
- 3. Exchange 2010 Migration with Exchange Online.

It is estimated that the domain build-out and migration will take 30-45 days to accomplish. Microsoft Office 365 onboarding with 2FA may be accomplished in 30 days. Migration from the local Exchange server to the cloud will be accomplished in 45 days. Both DigiCorp and IT staff and engineers will jointly undertake the project tasks and deliverables. Microsoft FastTrack consulting services have been engaged and are offered as a free service to DigiCorp and the project team, which will ensure that deliverables align with Microsoft best practices.

Fiscal Impact:

In order to provide adequate funding for the consulting service needed for very labor-intensive initiatives such as a full domain migration, the 2025 capital project and allocation for core switch replacements will be delayed for at least one year. IT/PD is asking to reallocate the capital funds assigned to core switch replacements for the three onboarding projects as a separate budget amendment.

Reallocation of City Hall Funds (core switch project 41-0144-5841)	\$81,267
Reallocation of PD Funds (core switch project 41-0211-5841)	<u>\$81,267</u>
Total Funding Reallocations:	\$ 162,534
Additional Funding Sources: Eide Bailly Purchase Order 75236 Costs to Date (est. 4/25) Est. Licensing \$8,175 /mo. (5/25 – 12/25) Subtotal Available to Project Purchase Yubikeys (300 @ \$80) Possible relocation of consulting	\$158,114 (\$57,792) (\$57,225) \$43,097 (\$24,000) \$19,097
 Estimated Project Costs: DigiCorp Estimated Costs: Active Directory Domain Migration (est. 195 hrs.) Additional Build Tasks: SQL, Radius, Certificate Servers (113 hrs.) M365 Onboarding with Yubikey 2FA (est. 145 hrs.) Addition Microsoft Intune Tasks (est. 34 hrs.) Exchange 2010 Migration to Exchange Online 	\$31,008 \$17,176 \$22,040 \$5,168 <u>\$16,112</u>
Total Consulting Hours	\$91,504
Total Yubikey 2FA Tokens (est. 300 @ \$80 PO 75236)	\$24,000
Windows Server 2025 Data Center Licenses	\$39,586
SQL Server 2022 Licenses	\$20,484
BitTitan Conversion Tool Licenses	<u>Unknown</u>
Estimated Total for 3 Projects Costs:	\$175,574
Project Contingency	\$30,057

COUNCIL ACTION REQUESTED

Motion to authorize and approve DigiCorp for the three Microsoft M365 on-boarding projects: Active Directory Migration, M365 Entra ID Provisioning with 2FA, and Exchange Online Migration, for the total project allocation of \$205,631. Contracts are contingent upon any technical corrections as determined by the City Attorney and the Director of IT. Funding is appropriated from accounts 41-0144-5841, 41-0211-5841, and unused and reallocated fund from Purchase Order 75236 (accounts 41-0144-5843 and 01-0144-5257).

IT-JM



City of Franklin

REQUEST FOR PROPOSALS (RFP)

#2025-IT-001

Windows Server 2025 Active Directory Domain Migration

RFP Release Date: March 28, 2025

Proposals Must Be Received By 4:00 PM On April 18, 2025





RFP #25-IT-001

WINDOWS SERVER 2025 ACTIVE DIRECTORY DOMAIN MIGRATION

Table of Contents

NOTICE OF SOLICITATION	
Section 1 – INSTRUCTIONS	4
Section 2 – SCOPE OF WORK	
Section 3 – PROPOSAL REQUIREMENTS	
Section 4 – EVALUTATION CRITERIA	
Section 5 – INSURANCE & LEGAL COMPL	ANCE16

<u>Appendix</u>

<i>Exhibit A</i>	 Sample Agreement



NOTICE OF SOLICITATION

City of Franklin Information Service Department 9229 W. Loomis Road Franklin, WI 53132 Phone: (414) 427-7645 jmatelski@franklinwi.gov

Proposals for providing services for the migration to a new Active Directory domain within the City of Franklin will be received at this office until April 18, 2025, at 4:00 PM.

James Matelski Director Information Services



Section I – INSTRUCTIONS

I. EXAMINATION OF THE REOUEST FOR PROPOSAL

All prospective proposers must carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to the successful completion and submission of a proposal and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error, or omission in the RFP, you must notify the Director of Information Services in writing. Only interpretations or corrections of the RFP made in writing are binding. You shall not rely upon any interpretation or corrections given by any other method.

II. SUBMISSION GUIDELINES & TIMELINE

• **Deadline:** Proposals and Pricing Statements/Costs must be received in the Department Information Services by 4:00 PM on April 18, 2025. The City will not consider proposals received after this deadline.

Submission Address:

City of Franklin Director Information Services 9229 W. Loomis Road Franklin, WI 53132

Required Submission Format:

One (1) PDF Copy via Email to: jmatelski@franklinwi.gov Subject Line: "RFP# 2025-IT-001: Active Directory Migration Services"

• The City of Franklin intends to engage a consultant who will provide professional services as described herein. However, at its sole discretion, the City reserves the right to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP or the selected consultant before approval by the City of Franklin of a consultant services agreement.

III. PROPOSAL COSTS

The City shall not be liable for any costs incurred in preparing or submitting a proposal for these services.



IV. Allocated Project Costs. Scheduling. and Scope

Cost: Domain Migration Services\$30,000Cost: Windows Server 2025 Data Center Licenses (CoF provided)Cost: SQL Server Standard 2022 per core (CoF provided)

Project Launch Date:	May 9, 2025
Infrastructure Completion Date:	May 16, 2025
Final Application Migration Date:	May 28, 2025
Project Closure Date:	May 30, 2025

Installation of a new Water Utility VMWare 8.1 server and migration of all SCADA virtual machines is out of scope. This is being undertaken as a separate project.

V. GENERAL

- Upon submission of a proposal to the City of Franklin, the contractor may not withdraw the offer to perform contractual services for 30 days to allow the City of Franklin to take official action.
- Payment will be made within 30 days of receipt of an itemized invoice.
- No part of the agreement shall be subcontracted without the City's written consent. Consultant shall retain full responsibility for all work performed.
- The selected consultant shall indemnify, defend, and hold harmless the City of Franklin, its officers, agents, and employees against all claims, damages, losses, or liabilities arising from:
 - 1. Errors, omissions, or negligence in performing contracted services.
 - 2. Failure to comply with local, state, or federal ordinances or laws.
 - 3. Unauthorized disclosure of confidential city data.
- The consultant shall maintain full liability insurance as Exhibit A outlines and agree to submit proof of insurance annually.
- Consultant shall maintain insurance coverage as required and identified in Exhibit A "Insurance" document (page 16).
 - 1. If the Consultant cannot meet the minimum insurance requirements outlined within this RFP:
 - a. Provide a copy of the insurance currently carried and
 - b. Please estimate how much it would cost to attain the additional insurance required within this RFP.



- The City reserves the right to negotiate revisions to the Scope of Services and fees and to terminate negotiations if a final agreement cannot be agreed upon.
- Agreement shall be construed according to the laws of the State of Wisconsin.



VI. CONTACT INFORMATION

Questions regarding this proposal may be directed to jmatelski@franklinwi.gov.

VII. TIMELINE

The following is the planned schedule for the selection process. The City reserves the right to modify the schedule.

RFP Release Date:	March 28, 2025
Vendor Questions Deadline:	April 16, 2025
Proposal Submission Deadline:	April 21, 2025
Technology Commission Review:	April 23, 2025
Common Council Selection & Award:	May 6, 2025

VIII. COST OF INFORMATION PREPARATION

The applicant is entirely responsible for the costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews. All proposals and other information provided to the City become the property of the City. The City reserves the right to use such proposals, other material, or information, and any ideas presented therein without cost to the City.

IX. OUALIFICATIONS

The vendor must have demonstrated knowledge and proficiency building and securing Windows Server 2025 Active Directory services and provide a list of references of successful migrations.

X. NON-DISCRIMINATION STATEMENT

The City of Franklin does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs, or activities.

XI. AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice, the City will furnish appropriate accommodations when necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of a service, program, or activity provided by the City.

XII. LIMITED ENGLISH PROFICIENCY STATEMENT

The City of Franklin's policy is to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by City programs. Such services will be focused on providing meaningful access to City programs, services, and/or benefits.



Section II – Scope of Work

I. STATEMENT OF NEED

The City of Franklin is in the process of implementing a Microsoft Office 365 tenant with Exchange Online. The project was placed on hold due to the discovery that the City was using a non-routable internal domain name of "ci.franklin.wi.us." In order to perform a successful migration with the implementation of MFA using security keys, the city will need to implement a fully routable domain using the UPN of "franklinwi.gov."

The City has decided to perform a full domain migration to a new domain, as this is the best alignment to long-term goals and strategies.

II. BACKGROUND INFORMATION

The City of Franklin has done a project feasibility analysis that specifies requirements needed to successfully transfer on-premise resources to the Microsoft 365 cloud. Following extensive consultation with Microsoft and several security technology vendors, the City has determined that a domain migration is both necessary and consistent with long-term IT strategic goals. To ensure the most transparent migration path to the Microsoft cloud, the City of Franklin must use a fully routable domain name with a planned UPN of "franklinwi.gov". Active Directory and domain infrastructure will be upgraded to Windows Server 2025, while legacy operating systems will be retired.

The current three-tiered Active Directory infrastructure model will be retired as part of the domain migration and planned integration with Entra ID. The Microsoft Enterprise Access Model (https://learn.microsoft.com/en-us/security/privilegedaccess-workstations/privileged-access-access-model) will be the foundation upon which new domain and cloud resources will be constructed. This model involves the configuration of resources within a control and data management plane. Identity and access policies are implemented to meticulously define and restrict privileged access to high-security accounts and administrators. Any future implementation of zero trust network access will necessitate the new security architecture model.

As part of the migration process, the City will transform existing user accounts to meet existing naming standards and required object parameters. In preparation for the implementation of two factor authentication (2FA), all shared accounts within the domain will be eliminated. Active Directory groups will be interrogated in order to determine the use case and, where possible, minimize the number of groups through nesting or redundancy. Active Directory group policy objects will be consolidated and linked to updated organizational hierarchies (OU) that accurately reflect the current state of the business units. All Active Directory object modifications should be performed before synchronizing the directory database with the Microsoft 365 cloud.



III. Business Goals

- Build Active Directory and infrastructure servers on the latest Microsoft server operating system for the greatest compatibility and long-term support.
- Retire legacy operating systems and upgrade Windows Server 2016 systems to the minimum operation level of Windows Server2019.
- Consolidate virtual machines and tools, reducing the number of servers that have to be supported.
- Modernize the three tier Active Directory infrastructure model that has been in place for over 25 years with the Microsoft Enterprise Access Model (<u>https://learn.microsoft.com/en-us/security/privileged-accessworkstations/privileged-access-access-model</u>)
- Enforce AD object compliance to existing naming standards, required parameters, and AD hierarchical organization structures. Reduce and transform all Active Directory objects before migrating them to the new Windows 2025 domain and Entra ID Cloud.
- Retire legacy applications, databases, and associated security objects.



IV. VENDOR PROVIDED PROJECT DELIVERABLES

- Construct a new Active Directory infrastructure based on Windows 2025 domain controllers. Setup and configure two domain controllers and DNS servers at both the City Hall and Police Department sites. Create a new domain with the UPN of "franklinwi.gov" and configure DNS forwarding rules.
- Create a DHCP server both at the City Hall and Police Department sites. Create new DHCP pools and scope options relevant to each location. Configure 50% / 50% DHCP overlap between the existing and new DHCP servers and configure DNS registration.
- Create an Active Directory Connector server at both the City Hall and Police Department sites for Entra cloud synchronization. Install the Active Directory Connector software and place in a deactivated state.
- Create Rapid7 export directories on all domain controllers, DNS, DHCP, and Radius servers. Create new Rapid7 event sources to import the log files into the SIEM. Migrate the current Rapid7 Insight servers to the new domain.
- Create Windows 2025 control policies implementing a Local Administrator Password Solution (LAPS), which creates unique local administrator passwords on every domain joined computer.
- Identify all use cases where dedicated accounts are being used for LDAP queries to Active Directory. Restrict LDAP queries or updates to only defined service accounts and over TLS 1.3 encrypted sessions.
- Restrict domain devices only to use SMB 3.1 or greater communications.
- Create control policies that enforce AES 256 encryption for all Kerberos communication. Implement security policies to harden attacks against "Kerberoasting" techniques.
- Create new central SQL servers at both City Hall and the Police department sites within the new account domain. Integrate Service Connection Points (SCP) within Active Directory. Provision dedicate SAN storage to each SQL server that is optimized for database access. Create database maintenance plans for backups of both the databases and transaction logs.
- Move Active Directory Integrated applications from the resource into the account domain. Copy the application's database to the new central SQL server. Secure the application and databases using accounts and groups from within the Windows 2025 domain. Vendor assistance and coordination will be provided by the application developer.
- (Optional) Build a Microsoft Certificate of Authority Root and Intermediary server within the new Windows 2025 domain. Publish the root certificates for deployment in Active Directory and configure the auto-enrollment group policy objects.



V. COF IT - ACTION ITEMS & DELIVERABLES

- Complete a full technical inventory of all enterprise applications and their associated account objects, databases, and security groups. Identify any shared account or mailboxes that will not be migrated to the new domain.
- Complete a technical analysis of all Active Directory user, computer, and group objects. Identify object names and properties that are not in conformance to enterprise standards and require transformation when porting to the new account domain.
- Complete a technical analysis of all privileged user and computer accounts within the current domain. Identify all accounts that need to be retained and which security groups these accounts should be granted membership. Identify where privilege accounts will have access to resources by: direct connection (KVM), remote console sessions, privileged access workstations, SSH, VPN access, or terminal/jump servers. Where possible eliminate the condition were administrator credentials are stored long-term on the device.
- Modify NTFS and application security permissions to include security groups defined within the new account domain. Once the application server has been moved to the new domain, the old security permissions are removed. The assumption is SID history will not be retained within the account domain.
- Build a Bitdefender relay server at both the City Hall and Police Department sites. Configure Bitdefender for multiple domains and link existing policies to the account domain OU structure.
- Build a Microsoft Remote Desktop terminal server within the new account domain. Obtain and install the necessary terminal server licenses. Install common desktop applications onto the terminal server and confirm remote application access over secure RDP.
- Move non-Active Directory Integrated applications from the resource into the account domain. Copy any application database to the new SQL server. Secure the application and databases using accounts and groups from within the Windows 2025 domain.



VI. ESTIMATED PROJECT MILESTONES

Build the Core Directory Services & Infrastructure Environment:

- Install the Windows 2025 domain controls and establish the Active Directory database
- Create the Active Directory sites and replication topology
- Create the DNS zone files and DNS forwarders
- Create DHCP servers with split pools between domains. Configure DNS registration.
- Create RRAS servers and establish Radius policies.
- (optional) Create local Certificate of Authority servers and publish enrollment policies within Active Directory.
- Create forest and domain trusts between the account and resource domains.
- Install Bitdefender endpoint and patching management on all devices in the new domain.

Build the Data Services Layer:

- Create new SQL 2022 central servers at City Hall and the Police Department.
- Provision the database servers will dedicated storage volumes that are optimized for SQL activity.
- Create SQL backup and maintenance plans.

Build the Terminal Services layer

- Create new Microsoft Remote Desktop Services server. All servers will not be exposed to the Internet and are intended only for internal use only. Remote users must connect through an IPSec VPN connection to access the servers.
- Configure terminal server licensing.
- Install core desktop applications.

Build the Security & Audit Management Layer

- Create domain controller and infrastructure server log export paths
- Install Rapid7 agents on all account domain servers
- Create Rapid7 event sources for the new domain
- Migrate Rapid 7 Insight servers to the new account domain.

Migrate User Non-Interactive Server to Account Domain:

- Milestone video surveillance servers
- HP Security Manager
- JCI card and door access control
- Build new IT Management server
- Veeam backup servers (physical)



Migrate Core Operations Servers

- File and print servers
- Lepide File & Auditing server
- Drivve OCR server
- Court/TIPPS server
- Health/Software Expressions server
- BSA ERP server (AD integrated)
- GIS servers
- Netmotion VPN server
- Pro Phoenix RMS & CAD server
- Sqaure9 DMS Engineering server



Section III - PROPOSAL REQUIREMENTS

I. ALL PROPOSALS MUST INCLUDE:

For it to be considered, a qualifying proposal must include the following information: Each submittal should include the items listed below, but the organization may include additional materials as appropriate.

- A. Company Background & Experience
 - 1. Provide at least three references for similar work. Governmental references are preferred.
 - 2. A brief biography of the engineers or team that will be performing the Active Directory migration. Certified professionals are preferred.
 - 3. Describe your firm (size, location, staffing level, longevity, etc.).
- B. Technical Proposal & Approach
 - 1. Provide an estimated GANTT chart of expected project timelines based upon the provided information.
 - 2. Describe any tools or applications that may be used for the migration or analysis.
 - 3. Indicate any server or service hardening security frameworks or best practices that should be implemented.
- C. Cost Proposal
 - 1. Estimated consulting hours needed for assessing the environment
 - 2. Fixed cost or hourly estimated of consulting hours needed for the completion of the project.
 - 3. Cost of any additional equipment or tools
- D. An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.
- E Appendix/Portfolio Proposing firms may provide a portfolio of work as an attachment or via a web link to highlight the organization's past work as it applies to these proposed services. This section may also provide any additional information regarding the firm's qualifications or methods relevant to these services
- F. Additional Services: The proposing firm can propose additional service offerings as part of an alternate quote. However, the basic proposal must include all stated requirements listed herein.
- G. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin.



Section IV - EVALUATION CRITERIA

<u>Criteria</u>	<u>Points</u>
Experience with domain migrations	25
Technical expertise & methodology	25
Background for creating secured infrastructure	20
Cost-effectiveness & financial justification	20
Accuracy and completeness of the proposal	10



Section V - INSURANCE & LEGAL COMPLIANCE

I. THE SELECTED VENDOR MUST PROVIDE THE FOLLOWING:

- A. General Liability Insurance: \$1M per occurrence, \$2M aggregate
- B. Automobile Liability: \$1M per occurrence
- C. Umbrella or Excess Liability: \$5M per occurrence
- D. Workers' Compensation: As required by Wisconsin law
- E. Professional Liability (Errors & Omissions): \$2M per claim

The agreement for the services to be provided upon the City's acceptance of a proposal shall be in the form and content as annexed hereto, with the blanks to be filled in with specific provisions of the proposal as accepted by the City.



EXHIBIT A

AGREEMENT

This AGREEMENT is made and entered into this _____ day of ______, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and ______ (hereinafter "CONTRACTOR"), whose principal place of business is

WITNESSETH

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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



D. During the term of this AGREEMENT and throughout the performance of any resultant AGREEMENT, including extensions, modifications, or additions to it, and for one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____], subject to the terms detailed below:

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

III. MODIFICATION AND ADDITIONAL SERVICES

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



IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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



VI. INSURANCE

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

A. General/Commercial Liability	\$1,000,000 per 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 (Must include hired and non-owned coverage)	\$1,000,000 combined single limit
	CITY shall be named as an additional insured on a primary, non-contributory basis
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and	\$5,000,000 per occurrence for bodily injury, personal injury, and property
Contractor's Pollution Liability	CITY shall be named as an additional insured on a primary, non-contributory basis
D. Worker's Compensation and Employers' Liability	Statutory
	The contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law.
E. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

- VII. INDEMNIFICATION AND ALLOCATION OF RISK
- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.



B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the liability limits for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for seven (7) years following its completion. The CONTRACTOR shall make such records available to the CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in performing the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. All persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County, or Local.



- C. Conflict of Interest. CONTRACTOR warrants that neither it nor its affiliates have any financial or other personal interest that would conflict with the performance of the services under this Agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. CONTRACTOR warrants that it immediately notifies the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONSULTANT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

ВҮ	BY
PRINT NAME John R Nelson	PRINT NAME
TITLE. Mayor	TITLE
DATE	DATE:



ΒΥ	BY							
PRINT NAME Danielle L Brown	PRINT NAME Shirley J. Roberts							
TITLE Director of Finance and Treasurer	TITLE City Clerk							
DATE	DATE [.]							
Approved as to form								
Jesse A. Wesolowski, City Attorney								

DATE-____



City of Franklin

REQUEST FOR PROPOSALS (RFP)

#2025-IT-002

Microsoft 365 Onboarding with MFA

RFP Release Date: March 28, 2025

Proposals Must Be Received By 4:00 PM On April 18, 2025



RFP #25-IT-002

MICROSOFT 365 ONBOARDING WITH MFA

Table of Contents

NOTICE OF SOLICITATION		.3
Section 1 – INSTRUCTIONS		.4
Section 2 – SCOPE OF WORK		.8
Section 3 – PROPOSAL REQUIREMENTS	1	3
Section 4 – EVALUTATION CRITERIA	1	4
Section 5 INSURANCE & LEGAL COMPL	IANCE1	5

<u>Appendix</u>

Exhibit A		•					• • •	• •						••• • •				. Sample Agreement
-----------	--	---	--	--	--	--	-------	-----	--	--	--	--	--	---------	--	--	--	--------------------



M365 Onboarding with MFA

NOTICE OF SOLICITATION

City of Franklin Information Service Department 9229 W. Loomis Road Franklin, WI 53132 Phone: (414) 427-7645 jmatelski@franklinwi.gov

Proposals for providing services for the onboarding and configuring an existing Microsoft G3 (GCC) tenant with Yubico security key 2FA authentication will be received at this office until April 18, 2025, at 4:00 PM.

James Matelski Director Information Services



Section I – INSTRUCTIONS

I. EXAMINATION OF THE REOUEST FOR PROPOSAL

All prospective proposers must carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to the successful completion and submission of a proposal and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error, or omission in the RFP, you must notify the Director of Information Services in writing. Only interpretations or corrections of the RFP made in writing are binding. You shall not rely upon any interpretation or corrections given by any other method.

II. SUBMISSION GUIDELINES & TIMELINE

• **Deadline:** Proposals and Pricing Statements/Costs must be received in the Department Information Services by 4:00 PM on April 18, 2025. The City will not consider proposals received after this deadline.

Submission Address:

City of Franklin Director Information Services 9229 W. Loomis Road Franklin, WI 53132

Required Submission Format:

One (1) PDF Copy via Email to: jmatelski@franklinwi.gov Subject Line: "RFP# 2025-IT-002: M365 Onboarding with MFA Services"

• The City of Franklin intends to engage a consultant who will provide professional services as described herein. However, at its sole discretion, the City reserves the right to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP or the selected consultant before approval by the City of Franklin of a consultant services agreement.

III. PROPOSAL COSTS

The City shall not be liable for any costs incurred in preparing or submitting a proposal for these services.



IV. Allocated Project Costs, Scheduling, and Scope

Cost: Domain Migration Services	\$33,000
Cost: FIPS 140-2 Complaint Yubikeys - est. 300 units	\$24,000
Project Launch Date:	June 02, 2025
G3 Tenant Configuration Completion Date:	June 06, 2025
Active Directory Synchronization Completion Date:	June 11, 2025
Yubikey 2FA Test Group Provisioning Date :	June 18, 2025
Yubikey 2FA User Deployment Completion Date	June 27,2025
Project Closure Date:	June 30, 2025

V. GENERAL

- Upon submission of a proposal to the City of Franklin, the contractor may not withdraw the offer to perform contractual services for 30 days to allow the City of Franklin to take official action.
- Payment will be made within 30 days of receipt of an itemized invoice.
- No part of the agreement shall be subcontracted without the City's written consent. Consultant shall retain full responsibility for all work performed.
- The selected consultant shall indemnify, defend, and hold harmless the City of Franklin, its officers, agents, and employees against all claims, damages, losses, or liabilities arising from:
 - 1. Errors, omissions, or negligence in performing contracted services.
 - 2. Failure to comply with local, state, or federal ordinances or laws.
 - 3. Unauthorized disclosure of confidential city data.
- The consultant shall maintain full liability insurance as Exhibit A outlines and agree to submit proof of insurance annually.
- Consultant shall maintain insurance coverage as required and identified in Exhibit A "Insurance" document (page 15).
 - 1. If the Consultant cannot meet the minimum insurance requirements outlined within this RFP:
 - a. Provide a copy of the insurance currently carried and
 - b. Please estimate how much it would cost to attain the additional insurance required within this RFP.



- The City reserves the right to negotiate revisions to the Scope of Services and fees and to terminate negotiations if a final agreement cannot be agreed upon.
- Agreement shall be construed according to the laws of the State of Wisconsin.



VI. <u>CONTACT INFORMATION</u>

Questions regarding this proposal may be directed to jmatelski@franklinwi.gov.

VII. <u>TIMELINE</u>

The following is the planned schedule for the selection process. The City reserves the right to modify the schedule.

RFP Release Date:	March 28, 2025
Vendor Questions Deadline:	April 16, 2025
Proposal Submission Deadline:	April 21, 2025
Technology Commission Review:	April 23, 2025
Common Council Selection & Award:	May 6, 2025

VIII. COST OF INFORMATION PREPARATION

The applicant is entirely responsible for the costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews. All proposals and other information provided to the City become the property of the City. The City reserves the right to use such proposals, other material, or information, and any ideas presented therein without cost to the City.

IX. OUALIFICATIONS

The vendor must have demonstrated knowledge and proficiency migrating government municipalities, agencies, or government contractors to the Microsoft Office G3/GCC cloud. The vendor will provide a list of references of successful migrations.

X. NON-DISCRIMINATION STATEMENT

The City of Franklin does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs, or activities.

XI. AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice, the City will furnish appropriate accommodations when necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of a service, program, or activity provided by the City.

XII. LIMITED ENGLISH PROFICIENCY STATEMENT

The City of Franklin's policy is to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by City programs. Such services will be focused on providing meaningful access to City programs, services, and/or benefits.



Section II – Scope of Work

I. STATEMENT OF NEED

The City of Franklin recently halted the implementation and migration of Microsoft 365 due to significant architecture issues that were not address prior to the execution of the project. The City will undertake a full domain migration to a fully routable domain UPN ("franklinwi.gov") and subsequently begin efforts to synchronize accounts to Microsoft Entra ID. The City is seeking supplemental consulting assistance from Microsoft FastTrack services, which will be another resource available for addressing complex MFA or MDM enrollment issues. The City is seeking an experienced consulting firm that has extensive experience onboarding government accounts to the Office 365 cloud and implementing hardware security key authentication. All users will be required to log into the local computers and Entra ID using 2FA authentication.

II. BACKGROUND INFORMATION

In 2024, the City of Franklin participated in a failed initiative with Eide Bailly LLC to establish a new Microsoft 365 G3 tenant that would support hybrid Active Directory synchronization. The project was ultimately suspended after the discovery that Microsoft did not support the implementation of a non-routable domain (UPN) for production use. The necessary deliverables were only partially completed. The vendor was unable to create a stable environment with functional two-factor authentication (2FA) as a result of the issues with the unsupported architecture.

The City of Franklin will resume the project and commence the process of populating Azure Active Directory (a.k.a. Entra ID) with the accounts from the new domain after a successful migration to a new Windows Server 2025 domain with a fully routable UPN. The implementation of Yubico security key 2FA access for both local Active Directory and Microsoft 365 authentication and validation is a core project deliverable that is essential for CJIS and cyber insurance compliance. A FIPS-compliant security keys will be required for users to log into their local workstations. This key will be used to identify and validate the user within Active Directory and Entra ID through the Windows Hello for Business service. Users will be prohibited from accessing the network or resources, or unlocking a computer in the absence of the security key.

Users must be licensed for G3 Enterprise Mobility and have their local computer entirely enrolled within Microsoft Intune in order to implement the requisite identity and authentication components. Yubico security keys must be enrolled and provisioned for each user within Entra ID. A highly secure 2FA security environment that satisfies both FIPS 140-3 and AALS 3



certification will be established once all cloud and local Active Directory components are operational. In order to comply with CJIS 5.9.5 regulatory requirements, both levels of security compliance are required.

III. Business Goals

- Create a Microsoft Azure government secured tenant for the administration of Microsoft Office 365, Exchange and Intune applications. IT strategic direction will be to further utilize cloud-based applications within the Azure platform instead of running business applications on-premise.
- CJIS and cyber security insurance providers require the use of highly secure two factor authentication for identification and authorization for any cloud-based application. The 2FA authenticators will be similarly used for local Active Directory network and application access, where access to resources is not possible without the security key being present.
- The Microsoft Office 365 application suite and licensing will be deployed to all city computers and will replace Office 2019. Microsoft Office applications will receive the latest security updates and hotfixes when released by the vendor.
- All Fortinet IPSec VPN connections for remote access to City Hall will require both 2FA and Radius authentication.
- CJIS 5.9.5 requirements mandate that all account logins to Pro Phoenix RMS must implement credential and 2FA authentication. The authenticator must meet both FIPS 140-3 and AALS3 certification.



IV. VENDOR PROVIDED PROJECT DELIVERABLES

- Review the existing Microsoft G3 tenant (cityfranklinwi.onmicrosoft.com) and configuration and policy parameters for Microsoft Entra ID and Intune. Validate the configuration is in conformance with Microsoft best practices, as outlined by both the Microsoft FastTrack team and implementation guides.
- Configure the primary and backup Microsoft Active Directory Connector application servers for synchronization to the new Windows 2025 domain (franklinwi.gov). Verify that full and delta synchronization are updating all Active Directory objects without error. Resolve any synchronization issues with Microsoft FastTrack support.
- Create Microsoft Intune deployment and enrollment policies within Active Directory. Verify that computers are fully being enrolled in both Intune MDM and Windows Hello for Business. Resolve any errors or issues attributed to cloud-based device management.
- Install the Microsoft Kerberos Active Directory components for FIDO passwordless security access. Validate that local Kerberos authentications are being fully processed within Entra ID.
- Provision and register FIPS compliant Yubico security keys with licensed user accounts in Entra ID. Verify that 2FA account login fully identifies and validates the user account both within Microsoft 365 web-based applications and when logging into the computer with Windows Hello for Business. Users will not be allowed to log into the domain without 2FA security identification and authentication.
- Validate that all Windows 11 idle timeout lock screen require 2FA security keys to unlock the session.
- Create documented procedures on how to provision and register new users with Yubico security keys, and how to deactivate any key that may have been lost or stolen.
- Coordinate with TPX on the integration of 2FA security key authentication within the Fortinet VPN remote access client.
- Assist with the integration of Yubico security keys within the Pro Phoenix login and application validation processes.

V. COF IT – ACTION ITEMS & DELIVERABLES

• Identify all privileged account users and associated roles that are assigned to the positions. Identify and devices being used by the administrator that may require conditional access policies.



- The City will provide laptops and test equipment to confirm MDM enrollment and 2FA security access. Administrator production computers will not be used as part of the testing processes.
- The City will provide dedicate test users and accounts for 2FA workout sessions.
- The City will purchase Yubico security keys, once the model and security standards are agreed and formalized.
- All Microsoft licenses are currently enrolled in the existing portal, as this was accomplished by the previous onboarding vendor. The intent is to move licensing away from Eide Bailly, after the annual enrollment period has expired on 11/25.
- Any security documentation created from the Windows Server 2025 Domain Migration project will be available to the vendor.



VI. ESTIMATED PROJECT MILESTONES

- Establish administrative access to the existing G3 (GCC) tenant of cityfranklinwi.on.microsoft.com. Confirm the existing configuration meets best practices as recommended by the Microsoft FastTrack team.
- Create new Active Directory Synchronization servers and install Active Directory Connectors. Confirm that all Active Directory objects have synchronized to the cloud without error and delta synchronization are being fully processed.
 - A synchronization of a subset of account may proceed the synchronization of the entire directory database.
- Configure and deploy Microsoft Intune MDM enrollment policies. Confirm that test computers are fully enrolled within Microsoft Intune and Windows Hello for Business has been deployed to test computers.
- Using dedicated test accounts, configure Entra ID to enroll security keys and confirm MFA access to M365 using the web portal.
- Install Microsoft Active Directory Kerberos synchronization components to the hybrid environment. Confirm that test user accounts are able to log into computers and the local network with 2FA. Confirm that local authentication created the necessary Entra ID security tokens for M365 access.
- Coordinate with TPX Fortinet firewall engineers, and configure IPSec VPN access to use 2FA authentication for dedicated users.
- Coordinate with Pro Phoenix engineers and configure RMS authentication to integrate with 2FA.



Section III - PROPOSAL REQUIREMENTS

I. ALL PROPOSALS MUST INCLUDE:

For it to be considered, a qualifying proposal must include the following information: Each submittal should include the items listed below, but the organization may include additional materials as appropriate.

- A. Company Background & Experience
 - 1. Provide at least three references for similar work. Governmental references are preferred.
 - 2. A brief biography of the engineers or team that will be performing the Active Directory migration. Certified professionals are preferred.
 - 3. Describe your firm (size, location, staffing level, longevity, etc.).
- B. Technical Proposal & Approach
 - 1. Provide an estimated GANTT chart of expected project timelines based upon the provided information.
 - 2. Describe any tools or applications that may be used for security implementation or analysis.
- C. Cost Proposal
 - 1. Estimated consulting hours needed for assessing the environment
 - 2. Fixed cost or hourly estimated of consulting hours needed for the completion of the project.
 - 3. Cost of any additional equipment or tools
- D. An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.
- E. Appendix/Portfolio: Proposing firms may provide a portfolio of work as an attachment or via a web link to highlight the organization's past work as it applies to these proposed services. This section may also provide any additional information regarding the firm's qualifications or methods relevant to these services
- F. Additional Services: The proposing firm can propose additional service offerings as part of an alternate quote. However, the basic proposal must include all stated requirements listed herein.
- G. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin.



١

M365 Onboarding with MFA

Section IV - EVALUATION CRITERIA

<u>Criteria</u>	<u>Points</u>
Experience with M365 migrations	25
Technical expertise & methodology	25
Background working with security keys for 2FA	20
Cost-effectiveness & financial justification	20
Accuracy and completeness of the proposal	10



Section V - INSURANCE & LEGAL COMPLIANCE

I. THE SELECTED VENDOR MUST PROVIDE THE FOLLOWING:

- A. General Liability Insurance: \$1M per occurrence, \$2M aggregate
- B. Automobile Liability: \$1M per occurrence
- C. Umbrella or Excess Liability: \$5M per occurrence
- D. Workers' Compensation: As required by Wisconsin law
- E. Professional Liability (Errors & Omissions): \$2M per claim

The agreement for the services to be provided upon the City's acceptance of a proposal shall be in the form and content as annexed hereto, with the blanks to be filled in with specific provisions of the proposal as accepted by the City.



EXHIBIT A

AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and ______ (hereinafter "CONTRACTOR"), whose principal place of business is

WITNESSETH

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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



D. During the term of this AGREEMENT and throughout the performance of any resultant AGREEMENT, including extensions, modifications, or additions to it, and for one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$_____], subject to the terms detailed below:

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

III. MODIFICATION AND ADDITIONAL SERVICES

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



IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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



VI. INSURANCE

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

A. General/Commercial Liability	 \$1,000,000 per occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability (Must include hired and non-owned coverage)	\$1,000,000 combined single limit
	CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and	\$5,000,000 per occurrence for bodily injury, personal injury, and property
Contractor's Pollution Liability	<i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability	Statutory
	The contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law.
E. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.



B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the liability limits for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for seven (7) years following its completion. The CONTRACTOR shall make such records available to the CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in performing the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. All persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County, or Local.



- C. Conflict of Interest. CONTRACTOR warrants that neither it nor its affiliates have any financial or other personal interest that would conflict with the performance of the services under this Agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. CONTRACTOR warrants that it immediately notifies the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONSULTANT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY·	BY
PRINT NAME John R Nelson	PRINT NAME
TITLE: Mayor	TITLE:
DATE:	DATE:



ВҮ	ΒΥ
PRINT NAME. Danielle L Brown	PRINT NAME: Shirley J Roberts
TITLE. Director of Finance and Treasurer	TITLE. City Clerk
DATE	DATE
Approved as to form	
Jesse A. Wesolowski, City Attorney	
DATE	

22



City of Franklin

REQUEST FOR PROPOSALS (RFP)

#2025-IT-003

Exchange 2010 Migration to Exchange Online

RFP Release Date: March 28, 2025

Proposals Must Be Received By 4:00 PM On April 18, 2025



RFP #25-IT-003

EXCHNAGE 2010 MIGRATION TO EXCHANGE ONLINE

Table of Contents

NOTICE OF SOLICITATION	·····	3
Section 1 – INSTRUCTIONS		4
Section 2 – SCOPE OF WORK		8
Section 3 – PROPOSAL REQUIREMENTS		2
Section 4 – EVALUTATION CRITERIA	1	3
Section 5 – INSURANCE & LEGAL COMPL	IANCE14	1

<u>Appendix</u>

Exhibit A				•	•			••	Sample Agreement
-----------	--	--	--	---	---	--	--	----	------------------



Exchange 2010 Migration to M365

NOTICE OF SOLICITATION

City of Franklin Information Service Department 9229 W. Loomis Road Franklin, WI 53132 Phone: (414) 427-7645 jmatelski@franklinwi.gov

Proposals for providing services for the onboarding on an Exchange 2010 on premise server to Exchange Online will be received at this office until April 18, 2025, at 4:00 PM.

James Matelski Director Information Services



Section I – INSTRUCTIONS

I. EXAMINATION OF THE REQUEST FOR PROPOSAL

All prospective proposers must carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to the successful completion and submission of a proposal and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error, or omission in the RFP, you must notify the Director of Information Services in writing. Only interpretations or corrections of the RFP made in writing are binding. You shall not rely upon any interpretation or corrections given by any other method.

II. SUBMISSION GUIDELINES & TIMELINE

• **Deadline:** Proposals and Pricing Statements/Costs must be received in the Department Information Services by 4:00 PM on April 18, 2025. The City will not consider proposals received after this deadline.

Submission Address:

City of Franklin Director Information Services 9229 W. Loomis Road Franklin, WI 53132

Required Submission Format:

One (1) PDF Copy via Email to: jmatelski@franklinwi.gov Subject Line: "RFP# 2025-IT-003: Exchange 2010 Migration Services"

• The City of Franklin intends to engage a consultant who will provide professional services as described herein. However, at its sole discretion, the City reserves the right to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP or the selected consultant before approval by the City of Franklin of a consultant services agreement.

III. PROPOSAL COSTS

The City shall not be liable for any costs incurred in preparing or submitting a proposal for these services.



IV.

Allocated Project Costs, Scheduling, and Scope	
Cost: Domain Migration Services	\$26,000
Cost: Exchange Migration Tools	\$3,000
Project Launch Date:	July 07, 2025
Exchange Online Planning Completion Date:	July 11, 2025
Exchange Online Configuration Completion Date:	July 18, 2025
Test User Migration :	July 23, 2025
Journaling and Archiving Completion Date	July 25, 2025
User Migration Completion Date	August 8, 2025
Veeam Backup Completion Date	August 13, 2025
Project Closure Date:	August 15, 2025

V. GENERAL

- Upon submission of a proposal to the City of Franklin, the contractor may not withdraw the offer to perform contractual services for 30 days to allow the City of Franklin to take official action.
- Payment will be made within 30 days of receipt of an itemized invoice.
- No part of the agreement shall be subcontracted without the City's written consent. Consultant shall retain full responsibility for all work performed.
- The selected consultant shall indemnify, defend, and hold harmless the City of Franklin, its officers, agents, and employees against all claims, damages, losses, or liabilities arising from:
 - 1. Errors, omissions, or negligence in performing contracted services.
 - 2. Failure to comply with local, state, or federal ordinances or laws.
 - 3. Unauthorized disclosure of confidential city data.
- The consultant shall maintain full liability insurance as Exhibit A outlines and agree to submit proof of insurance annually.
- Consultant shall maintain insurance coverage as required and identified in Exhibit A "Insurance" document (page 14).
 - 1. If the Consultant cannot meet the minimum insurance requirements outlined within this RFP:



Exchange 2010 Migration to M365

- a. Provide a copy of the insurance currently carried and
- b. Please estimate how much it would cost to attain the additional insurance required within this RFP.
- The City reserves the right to negotiate revisions to the Scope of Services and fees and to terminate negotiations if a final agreement cannot be agreed upon.
- Agreement shall be construed according to the laws of the State of Wisconsin.



VI. CONTACT INFORMATION

Questions regarding this proposal may be directed to imatelski@franklinwi.gov.

VII. TIMELINE

The following is the planned schedule for the selection process. The City reserves the right to modify the schedule.

RFP Release Date:	March 28, 2025
Vendor Questions Deadline:	April 16, 2025
Proposal Submission Deadline:	April 21, 2025
Technology Commission Review:	April 23, 2025
Common Council Selection & Award:	May 6, 2025

VIII. COST OF INFORMATION PREPARATION

The applicant is entirely responsible for the costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews. All proposals and other information provided to the City become the property of the City. The City reserves the right to use such proposals, other material, or information, and any ideas presented therein without cost to the City.

IX. OUALIFICATIONS

The vendor must have demonstrated knowledge and proficiency migrating government municipalities, agencies, or government contractors to the Microsoft Office G3/GCC cloud. The vendor will provide a list of references of successful migrations.

X. NON-DISCRIMINATION STATEMENT

The City of Franklin does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs, or activities.

XI. AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice, the City will furnish appropriate accommodations when necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of a service, program, or activity provided by the City.

XII. LIMITED ENGLISH PROFICIENCY STATEMENT

The City of Franklin's policy is to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by City programs. Such services will be focused on providing meaningful access to City programs, services, and/or benefits.



Section II – Scope of Work

I. STATEMENT OF NEED

All operational email is handled by the City of Franklin's Exchange 2010 server running on Windows Server 2008. This single server acts as a smarthost, routing all email through Mimecast for spam filtering and message security. Email is being journaled and archived on an Intradyn RazorSafe appliance, which has a complete digest of all emails dating back to 1999. The Exchange environment has become obsolete and is no longer supported for application or security updates. Cyber insurance providers have demanded that all resources from the internal email server be moved to the M365 cloud, and the old server be decommissioned.

II. BACKGROUND INFORMATION

Currently, the City of Franklin maintains an Exchange 2010 environment for all email communication, scheduling, and messaging. Microsoft has discontinued the platform's security upgrades and updates. In order to ensure ongoing coverage, the cyber security insurance providers for the City of Franklin have required that the system be completely retired. The City is in the process of migrating all user mailboxes and resources to Exchange Online within the Microsoft 365 cloud and deactivating current systems.

The City of Franklin's email system is integrated with Mimecast for spam filtering and security screening. The City has had great success with Mimecast services in the past and plans on continuing to utilize their services. City employees leverage Microsoft Outlook Web Access (OWA) to sync their smartphones with Outlook Mobile, and this interface component is planned to be maintained and extended in the Microsoft cloud. Aldermen regularly access OWA to read and respond to city emails via a web browser. The City uses a local Intradyn RazorSafe email archiver to journal and store all messages for both Open Records Requests and any legal review. Intradyn offers a cloud-based solution that can replace the local archiver and is compatible with Microsoft Exchange Online.

The City is interested in the migration of approximately 250 mailboxes to the Microsoft 365 cloud. It is anticipated that due to the age of the Exchange infrastructure, third party email migration tools may be necessary in order to associate mailboxes with modified user accounts within the Windows 2025 domain. The City of Franklin does use a limited number of public folders for department calendars and scheduling. It may be necessary to convert these to a different type of shared calendar.



Exchange 2010 Migration to M365

III. **Business Goals**

- Create a Microsoft Azure government secured tenant for the administration of Microsoft Office 365, Exchange and Intune applications. IT strategic direction will be to further utilize cloud-based applications within the Azure platform instead of running business applications on-premise.
- The City of Franklin's cyber security insurance mandates that all on-premise email servers and resources be completely migrated to Microsoft Exchange Online. Upon the project's successful conclusion, all local mail servers are decommissioned and any firewall NAT rule eliminated.
- All email contained within Exchange Online should be fully backed up and able to be fully restored to a stable state within a fourteen-day backup window.
- All email must be journal and archived for legal investigation and for open records request processing. Any email that is deleted and permanently removed from a user mailbox is fully accessible in the email archiver. All records are stored indefinitely within the archiver and are considered an immutable backup.
- Outlook Web Access (or an alternative synchronization technology) is available within Exchange online for employee and elected officials. Users may remotely access email using either a web-based portal, or buy synchronizing email to a smartphone app.
- Phones and mobile devices should synchronize to OWA in the cloud
- Exchange data needs to be fully backed up and easily restored
- Email archiving for ORR should have the source as Exchange Online and fully searchable
- Mimecast is reconfigured for Exchange Online integration



IV. VENDOR PROVIDED PROJECT DELIVERABLES

- Review the existing Microsoft G3 tenant (cityfranklinwi.onmicrosoft.com) and configuration and policy parameters for Microsoft Entra ID and Intune. Validate the configuration is in conformance with Microsoft best practices, as outlined by both the Microsoft FastTrack team and implementation guides.
- Establish Exchange Online instance in Azure portal
- Connect Exchange Online into existing 2010 Exchange Organization
- Configure Exchange Online OWA
- Migrate Mailboxes using third party tools that can account for difference in naming conventions between domains.
- Create documentation that outlines the Exchange mailbox migration process.
- Migrate Exchange public folders to alternative calendar object
- Establish mail synchronization with Outlook Mobile on cell phones
- Establish Exchange Online to Mimecast Connectivity
- Establish Exchange Online integration with Intradyn archiver
 - 1. Potential move from appliance to cloud service
 - 2. Establish Exchange Online backup and long term archiving.
- Potential use of Veeam cloud service backups

V. COF IT - ACTION ITEMS & DELIVERABLES

- Identify all privileged account users and associated roles that will be defined as Exchange and account administrators.
- Provide a list of transformed users for the Windows Server 2025 Domain Migration projects, where the original mailbox account is different from the account in the new domain.
- Once fully trained in the process, migrate email accounts to Exchange Online in batches and closely monitor the progress for errors.
- Coordinate technical resources from Intradyn, Veeam, and Mimecast on establishing services or interfaces for moving archiving resources to a cloud environment.
- Any security documentation created from the Windows Server 2025 Domain Migration project will be available to the vendor.



VI. ESTIMATED PROJECT MILESTONES

- Establish administrative access to the existing G3 (GCC) tenant of cityfranklinwi.on.microsoft.com. Create new administrative accounts for Exchange Online access.
- Configure the Exchange Online tenant to Microsoft best practices. Microsoft FastTrack team members and documentation may be used as a supplemental resource.
- Configure cloud based resources as replacement for Exchange Outlook Web Access.
- Using dedicated test accounts, migrate email mailboxes to Exchange Online and confirm connectivity through both Outlook running locally on the desktop and mobile devices.
- Establish journaling within Exchange Online and the Intradyn Archiver appliance/service.
- Configure Veeam services/interfaces to archiving of all email resources into daily and weekly backup jobs.
- Migrate all local Exchange mailboxes for all users into Exchange Online.



Section III - PROPOSAL REQUIREMENTS

I. ALL PROPOSALS MUST INCLUDE:

For it to be considered, a qualifying proposal must include the following information: Each submittal should include the items listed below, but the organization may include additional materials as appropriate.

A. Company Background & Experience

- 1. Provide at least three references for similar work. Governmental references are preferred.
- 2. A brief biography of the engineers or team that will be performing the Active Directory migration. Certified professionals are preferred.
- 3. Describe your firm (size, location, staffing level, longevity, etc.).
- B. Technical Proposal & Approach
 - 1. Provide an estimated GANTT chart of expected project timelines based upon the provided information.
 - 2. Describe any tools or applications that may be used for security implementation or analysis.
- C. Cost Proposal
 - 1. Estimated consulting hours needed for assessing the environment
 - 2. Fixed cost or hourly estimated of consulting hours needed for the completion of the project.
 - 3. Cost of any additional equipment or tools
- D. An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.
- E. Appendix/Portfolio: Proposing firms may provide a portfolio of work as an attachment or via a web link to highlight the organization's past work as it applies to these proposed services. This section may also provide any additional information regarding the firm's qualifications or methods relevant to these services
- F. Additional Services: The proposing firm can propose additional service offerings as part of an alternate quote. However, the basic proposal must include all stated requirements listed herein.
- G. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin.



Exchange 2010 Migration to M365

Section IV - EVALUATION CRITERIA

<u>Criteria</u>	<u>Points</u>
Experience with Exchange 2010 migrations	25
Technical expertise & methodology	25
Experience with Mimecast, Veeam, and Intradyn	20
Cost-effectiveness & financial justification	20
Accuracy and completeness of the proposal	10



Section V - INSURANCE & LEGAL COMPLIANCE

I. THE SELECTED VENDOR MUST PROVIDE THE FOLLOWING:

- A. General Liability Insurance: \$1M per occurrence, \$2M aggregate
- B. Automobile Liability: \$1M per occurrence
- C. Umbrella or Excess Liability: \$5M per occurrence
- D. Workers' Compensation: As required by Wisconsin law
- E. Professional Liability (Errors & Omissions): \$2M per claim

The agreement for the services to be provided upon the City's acceptance of a proposal shall be in the form and content as annexed hereto, with the blanks to be filled in with specific provisions of the proposal as accepted by the City.



Exchange 2010 Migration to M365

EXHIBIT A

AGREEMENT

This AGREEMENT is made and entered into this _____ day of ______, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and ______ (hereinafter "CONTRACTOR"), whose principal place of business is

WITNESSETH

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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



D. During the term of this AGREEMENT and throughout the performance of any resultant AGREEMENT, including extensions, modifications, or additions to it, and for one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$_____], subject to the terms detailed below:

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

III. MODIFICATION AND ADDITIONAL SERVICES

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



IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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



VI. INSURANCE

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

A. General/Commercial Liability	 \$1,000,000 per 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 (Must include hired and non-owned coverage)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a</i> <i>primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability	Statutory The contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law.
E. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

- VII. INDEMNIFICATION AND ALLOCATION OF RISK
- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.



B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the liability limits for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for seven (7) years following its completion. The CONTRACTOR shall make such records available to the CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in performing the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. All persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County, or Local.



Exchange 2010 Migration to M365

- C. Conflict of Interest. CONTRACTOR warrants that neither it nor its affiliates have any financial or other personal interest that would conflict with the performance of the services under this Agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. CONTRACTOR warrants that it immediately notifies the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONSULTANT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY	BY:
PRINT NAME: John R. Nelson	PRINT NAME:
TITLE: Mayor	TITLE [.]
DATE	DATE



Exchange 2010 Migration to M365

BY	ΒΥ
PRINT NAME. Danielle L Brown	PRINT NAME: Shirley J. Roberts
TITLE. Director of Finance and Treasurer	TITLE. City Clerk
DATE	DATE
Approved as to form.	
Jesse A. Wesolowski, City Attorney	
DATE	





City of Franklin Staff Augmentation

Emma Jacobs / Josh Britt Robert Half Technology

April 2025



CITY OF FRANKLIN PROPOSAL

model where we would provide highly skilled IT professionals proficient in each of We are proposing an alternative solution to what is described in the RFQ. Instead of a deliverables-based consulting model, we are proposing a staff augmentation the three workstreams, who would work under the guidance and supervision of City of Franklin staff. our submission of a proposal is not an agreement to terms and that we look forward to negotiating a mutually agreeable contract.

2

TIMELINE

2

Staff Augmentation Roll-Out Timeline

- Candidate Presentation Due Friday- 4/18
- Tech Commission Meeting: 4/23
- AD Domain Migration- 5/9 Start
- M365 MFA Onboarding- 6/2 Start
- Exchange Migration- 7/7 Start

AD Domain Migration May 9th, 2025 Phase 1

2

z
<
_
٩
Z
0
-
F
4
⊢
Z
ш
Σ
G
۲
ш
Ш.
4
1
S

AD Domain Migration

To ensure the successful completion of this migration project, candidates must possess expertise across several key technical domains, along with the ability to manage complex IT transformational initiatives. The required skills include:

Active Directory & Domain Infrastructure Expertise:

- In-depth knowledge of Active Directory and its three-tier infrastructure, including experience retiring legacy models and implementing Microsoft Enterprise Access Models.
- Proficiency in designing and building Active Directory environments, including upgrading to Windows Server 2025.
- Ability to migrate domain resources to fully routable domain names with planned UPN configurations.
- Expertise with hierarchical organizational structures, Active Directory object compliance, and naming standards to ensure accurate configuration across business units.
- Advanced knowledge of Active Directory Group Policies, including linking policies with organizational hierarchies and consolidating redundant objects .

	£
AD Domain Migration	
Cloud Migration & Entra ID (Azure AD) Integration:	
 Proven experience in migrating on-premise resources to the Microsoft 365 cloud. 	
 Ability to integrate Active Directory synchronizations with Entra ID (formerly Azure AD) using Active Directory Connector servers. 	
 Skills in configuring cloud-based authentication solutions, such as Two-Factor Authentication (2FA), while eliminating shared accounts across the domain. 	lile
DNS, DHCP, and Networking Configuration Expertise:	
 Fluent in DNS and DHCP deployment, configuration, and overlap strategies, including setting DNS forwarding rules and DHCP scopes across multiple sites. 	
 Proficiency in restricting and securing domain devices using SMB 3.1 or greater protocols. 	
	¢

AD Domain Migration

Security and Compliance Management:

- Strong expertise in implementing advanced security controls, including enforcing AES 256 Kerberos encryption and protections against "Kerberoasting" techniques
- Experience designing and deploying Local Administrator Password Solutions (LAPS) to secure local administrator accounts across the domain.
- Ability to define and restrict LDAP queries to secure service accounts using TLS 1.3 sessions.
- Understanding of modern zero-trust architectures and their integration within security models.

Application Migration and Database Management:

- Experience migrating Active Directory-integrated applications into new domain structures while securing applications and databases using strict account permissions within Windows Server 2025 security architecture.
- Advanced skills in central SQL server provisioning and database optimization, including backup and maintenance strategies.
- Familiarity with integrating Service Connection Points (SCP) within Active Directory and SAN storage provisioning for optimized database access.

AD Domain Migration

Security Information and Event Management (SIEM) Configuration:

- Ability to create Rapid7 export directories, event sources, and migrate log files into the SIEM platform.
- Experience securing and configuring Rapid7 Insight servers within updated domain environments.

Optional: Certificate Services Expertise:

Knowledge of building Microsoft Certificate of Authority (CA) root and intermediary servers, publishing root certificates, and configuring auto-enrollment group policies in Active Directory.

Additional Skills and Competencies:

- Strong analytical skills to interrogate Active Directory groups and identify optimization opportunities through nesting or redundancy reduction.
- Advanced problem-solving skills for troubleshooting and resolving domain and application-related issues during migration phases
- Effective collaboration and coordination with vendor partners, Microsoft representatives, and application developers.
- Organizational and project management skills to manage detailed technical tasks while adhering to defined timelines and deliverables.

M365 MFA Onboarding June 2nd, 2025 Phase 2

£

M365 MFA Onboarding

To address the halted implementation and achieve a successful domain migration to Microsoft 365 and Entra ID synchronization, candidates must possess technical expertise in cloud integration, advanced security protocols, and government-focused IT standards. The required technical skills and qualifications that will help ensure project success include:

Microsoft Entra ID Integration & Office 365 Deployment Expertise

- managing migrations involving complex environments with architecture prerequisites (Source: 2025 RH Comprehensive experience in onboarding government entities to the Microsoft 365 Office suite and Tech Report.pdf)
- Expertise in establishing Microsoft Azure Government Tenants to administer Office 365, Exchange, and Intune applications in compliance with government security requirements (Source: 2025 RH Tech Report.pdf).
- Knowledge of creating and synchronizing fully routable domains, such as "franklinwi.gov," and enabling seamless integration with Microsoft Entra ID (Source: 2025 RH Tech Report.pdf).

M365 MFA Onboarding

Two-Factor Authentication (2FA) Implementation

- Proficiency in configuring hardware security key authentication for resource access, including both cloud-based applications and local Active Directory networks (Source: 2025 RH Tech Report.pdf).
- Strong understanding of securing Fortinet IPSec VPN connections through both Radius authentication and robust 2FA protocols (Source: 2025 RH Tech Report.pdf)
- certifications for credential authentication within government systems such as Pro Phoenix RMS (Source: 2025 RH Tech Proven ability to implement 2FA authenticators meeting CJIS 5.9.5 requirements, including FIPS 140-3 and AALS3 Report.pdf)

Cybersecurity and CJIS Compliance Expertise

- meet the 2FA and heightened security mandates outlined by cyber insurance providers (Source: 2025 RH Tech Report.pdf). Advanced knowledge of CJIS requirements and standards, ensuring all cloud-based applications and local access methods
- Proficiency in hardening systems and network security to comply with government regulations, including highly secure methods of identification and authorization using AAD conditional access policies (Source: 2025 RH Tech Report.pdf).

M365 MFA Onboarding

Microsoft Azure Platform & Application Management

- Experience in transitioning applications currently hosted on-premise to cloud-based solutions within the Microsoft Azure environment (Source: 2025 RH Tech Report.pdf).
- Ability to manage deployment of the latest Microsoft Office 365 application suite and ensure systems receive vendor-released hotfixes and security updates continuously (Source: 2025 RH Tech Report.pdf).

Networking & Access Control Expertise

- Strong proficiency in networking protocols, particularly Fortinet VPN solutions, and integrating secure Radius authentication systems for remote access to government administrative systems (Source: 2025 RH Tech Report.pdf).
- Understanding of advanced access controls and secure configurations using modern identity and access management principles to enforce resource authorization policies (Source: 2025 RH Tech Report.pdf). .

M365 MFA Onboarding

Consultation & Vendor Coordination Experience

- Familiarity with Microsoft FastTrack services and the ability to leverage vendor-provided resources to troubleshoot complex challenges, such as MFA optimization and MDM enrollment issues (Source: 2025 RH Tech Report.pdf).
- Experience collaborating with government agencies and external vendors to implement enterprise-level IT solutions (Source: 2025 RH Tech Report.pdf).

Additional Skills and Competencies

- Strong analytical and troubleshooting abilities to address architecture deficiencies during migration phases.
- Proven track record in building scalable IT infrastructure for local and cloud computing environments.
- Exceptional communication and collaboration skills to coordinate with government stakeholders and external consultants.

The ideal candidate will combine technical proficiency with strategic thinking to meet the City's cybersecurity mandates, ensure compliance with industry standards, and support the transition to modern cloud-based applications.

Exchange Migration July 7th, 2025 Phase 3

2

STAFF AUGMENTATION PLAN
Exchange Migration
The successful migration of the City's legacy email infrastructure from an unsupported Windows Server 2008 environment to Microsoft Exchange Online requires candidates who possess the technical expertise in cloud migration, data security protocols, and compliance with cyber insurance mandates. The following highlights the key technical requirements for candidates ideal for this project:
Microsoft Azure Government Tenant Management
 Proficiency in creating and managing Microsoft Azure Government Tenants to administer Office 365, Exchange, and Intune applications, ensuring compliance with government-specific security standards (Source: Evolving infrastructure needs).
 Expertise in transitioning email servers and business applications from on-premise environments to cloud-hosted solutions that align with IT strategic goals (Source: Evolving infrastructure
needs).

=

Exchange Migration

Microsoft Exchange Online Migration & Configuration

- Proven experience migrating all resources from on-premise email servers (Windows Server 2008/Exchange) to Microsoft Exchange Online, including the complete elimination of legacy servers and firewall NAT rules post-decommissioning (Source: RH Tech Report 2025)
- Strong skills in configuring Exchange Online to support Outlook Web Access (OWA) and enabling synchronization technologies for remote access via web portals or mobile apps (Source: Evolving infrastructure needs).
- Ability to integrate and reconfigure Mimecast for seamless synchronization with Exchange Online, handling spam filtering and message security (Source: RH Tech Report 2025)

Email Archiving and Compliance Expertise

- Advanced knowledge of implementing email archiving solutions that meet compliance and legal investigation standards, ensuring:
- Emails deleted or permanently removed from user mailboxes are fully accessible through an immutable backup system within the archiver (Source: RH Tech Report 2025) 0
- Records are stored indefinitely, meeting government and regulatory requirements for open records requests (ORR) and investigations (Source: Security and compliance evolving needs) 0
- Email archiving systems with full journaling capabilities to ensure the accessibility and searchability of all Exchange Online data (Source: RH Tech Report 2025). 0

Exchange Migration

Backup, Recovery, and Security Expertise

- Significant experience in configuring reliable backup solutions for Exchange Online to ensure full restoration capabilities within a fourteen-day backup window (Source: RH Tech Report 2025).
- email systems against security risks and unauthorized access (Source: Security and compliance evolving needs). Familiarity with data protection protocols and implementing cyber insurance requirements for safeguarding

Mobile Synchronization and Collaboration Tools

- alternative technologies, ensuring users can remotely access Exchange Online via secure apps (Source: Evolving Competence in enabling cloud-based email synchronization for phones and mobile devices using OWA or infrastructure needs).
- Experience in maintaining up-to-date Office 365 application integration for employee communication and collaboration tools (Source: RH Tech Report 2025). .

3

Exchange Migration

Additional Skills and Competencies

- Expertise in identifying and addressing critical issues in obsolete environments, ensuring compliance with cyber security mandates.
- Strong analytical abilities to design and implement scalable cloud-based solutions within Microsoft Exchange Online.
- Collaboration skills to effectively coordinate with vendors, stakeholders, and third-party service providers like Mimecast. •

The ideal candidate will possess technical depth and the ability to align the City's email infrastructure with long-term cybersecurity and compliance goals while ensuring smooth migration and post-implementation stability.

Jonathan | Bill Rate: \$125/hr.

- Microsoft 365 Expertise: Skilled in implementing and managing MS365 environments, including Exchange Online, SharePoint, Teams, OneDrive, Intune MDM, and Entra ID (formerly Azure AD). Experienced in automating processes with PowerShell for user management, resource reporting, and onboarding/offboarding workflows.
- System & Network Administration: Proficient in Windows Server, Linux VMs, VMware ESXi, Hyper-V, and HP iLO. Deep expertise in network security solutions including Fortinet FortiOS, Zscaler Zero Trust, firewall configurations, and disaster recovery planning.
- Backup & Disaster Recovery: Hands-on experience with Veeam Backup & Replication, Microsoft 365 backups, and designing disaster recovery strategies to ensure operational continuity and data protection.
- Technical Leadership & End-User Support: Provides senior-level support and training, collaborates on vendor management, creates technical documentation, and leads projects to drive process improvement and ensure system reliability.
- Project Accomplishments: Managed over 230 mailbox migrations to Exchange Online, planned and executed MS365 and Teams Voice implementations, and enhanced security by deploying MFA policies and secure mobile device management solutions.



Jon | Bill Rate: \$100/hr.

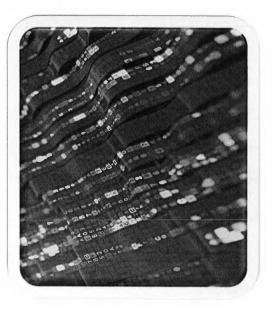
- Jon configured and managed Azure Intune tenant leveraging key technologies such as Autopilot (HAADJ/AADJ), Windows Updates, Autopatch, LAPS, Win32 app packaging, Configuration & Compliance policies, Conditional Access policies, Baseline security policies, and mobile device management for iOS and Android.
- He was a lead in the Windows 10 to Windows 11 migration project, as well as migrating on-premises Active Directory GPOs to Intune, optimizing endpoint management for a global fleet of 4,000 remote devices across the U.S., Europe, and Canada.
- Jon created comprehensive documentation for all system implementations and mentored Level 2 and Level 3 technicians in using Autopilot for imaging devices globally.



=

Dmitry | Bill Rate: \$125/hr.

- Principal Engineer and Subject-Matter Expert with 25+ years of experience in enterprise IT infrastructure, specializing in datacenter migrations, domain transitions, and cloud integration projects.
- Extensive experience in Azure tenant/subscription creation, backup, patching, replication, and storage management, focusing on streamlined implementations for both on-premises and cloud environments.
- Proven track record executing VMware ESXi and Microsoft Hyper-V migrations, delivering optimal performance and detailed migration "how-to guides" for both technical and non-technical stakeholders.
- Successfully led health checks, migrations, and upgrades for enterprise environments, including systems for Microsoft Active Directory domains and global scale virtual server setups across multiple industries.
- Excelled in domain migration projects during US Bank's merger with Firstar, managing comprehensive datacenter moves and achieving full compliance with ISO/SOX auditing standards.
- As a Lead Engineer, provided technical expertise for domain synchronization and high-performance cluster migrations in secure enterprise environments.



E

Mark | Bill Rate: \$125/hr.

- Server and Domain Migrations: Successfully managed the migration of Microsoft Exchange 2010 to Exchange 2016, impacting 14,000 mailboxes and 12,000 users across an enterprise environment. Delivered Windows 10 migration projects across 186 sites, integrating 0365 and Exchange 2016, and managing infrastructure upgrades such as virtual ESXi Server farm deployments for global scalability (budgeted at \$2M). Spearheaded SQL 2008 migration projects, modernizing critical database systems for performance and reliability.
- Cloud & Endpoint Management Expertise: Led Intune MAM (Mobile Application Management) integrations with BYOD configurations, managing M365 suite, RSA VPN, and other corporate apps. Implemented enterprise Intune MDM to Blackberry UEM cloud migrations using Azure, streamlining endpoint management processes. Established OneDrive synchronization for PC backups and migrated user PST files to the cloud for enhanced email retention and accessibility.
- Multi-Factor Authentication & Security: Delivered enterprise mobility programs incorporating Workspace One mobility platform and Intune MAM, integrating two-factor authentication (2FA) solutions for enhanced security. Migrated on-premises systems while implementing advanced solutions like SCCM 2016 integration for automated application packaging and distribution.
- supply chain optimization projects. Known for managing risk mitigation measures, improving service level uptime, and achieving substantial cost savings through optimized technology strategies. Project Management Leadership: Over 15 years of experience leading enterprise infrastructure projects across industries, including global MPLS deployments, security initiatives (SPLUNK, AIP, and DLP), and manufacturing



E

CONTACTS

9

Need to get in touch with us?

Emma Jacobs

AVP | Practice Director

Technology- ERP/CRM | Infrastructure & Operations | Software & Applications emma.jacobs@roberthalf.com

Josh Britt

Managing Vice President, Business Development

josh.britt@roberthalf.com





Who is Digicorp?

Digicorp is a leading IT, cybersecurity, telephony/ communications and structured cabling provider serving Wisconsin & N. Illinois for over 45 years.

Since 1976, our Wisconsin-owned firm has focused on helping our customers use technology to better run their organizations. Our values are simple. We seek to provide highquality technical solutions, cost effectively. We are committed to acting with a sense of urgency in supporting our many clients It is our job to simplify the complex world of technology

The Digicorp Solution Set

- IT Security Solutions
- Business Continuity/IT Resilience
- Subscription Service Management
- Tailored Managed Support Services
- IT Services From Data Center to User
- Cloud Computing Services
- Telephone/Carrier Service Systems
- Structured Cabling & Wireless Communications

In ever-changing organizational environments, you need a solution provider committed to recommending the right technology. This means that your IT should meet your organization's needs while providing you with a platform for addressing future opportunities.

At Digicorp, we deliver professionally designed solutions that get installed on time and within budget. Whether you need an IT system, a telephone system, or a video monitoring security system, our skilled team of engineers and project managers stand ready to assist. Our greatest achievement is creating enduring partnerships with our customers.

A Few Of Our Trusted Partners:



(262) 402-6100 | info@digicorp-inc.com | digicorp-inc.com



Proposal: Active Directory Domain Migration: RFP Bid Response

11

4/18/25

Presented to: City of Franklin

Presented by:

Digicorp

Jeff Jezuit Account Manager (414) 550-4331 | Cell jjezuit@digicorp-inc.com



Executive Summary

Thank you for considering Digicorp for this project and for the discussions and information provided up to this point. The City of Franklin has published three RFPs – Active Directory domain migration, MFA, and email migration. This document is Digicorp & WIN Technologies' response to the Active Directory Domain Migration RFP. Based on our engineering experience, expertise, and bench depth, we feel very confident in our ability to deliver a successful project implementation and fulfill the deliverables as stated in the RFP. Digicorp works with a number of municipalities here in Wisconsin and has a lot of experience with Microsoft domain migrations, multi-factor authentication, and Exchange email migrations to Office 365.

While attempting to perform an email migration to Office 365 recently with another IT firm, it was determined the approach taken was architecturally impossible due to the disjointed internal domain name (ci.franklin.wi.us) and the external domain (franklinwi.gov). This will need to be addressed/resolved with this AD Domain project before the email migration can occur.

The City of Franklin utilizes an internal Active Directory (AD) domain of "ci.franklin.wi.us". This internal AD domain has existed for many years, and it is the City's request to stand up a new "greenfield" environment using Server 2025 and migrate apps and services into this new environment. The benefit of doing this are several – it is a fresh environment without the decades of old policies and changes; a new domain name can be used internally, and it resolves a blocking issue with the Office 365 migration project.

This type of migration, however, is a tremendous amount of work and associated labor costs, and has the potential to cause significant outages if not planned and executed properly, and there would be more complexities involved with migrating certain applications over to a completely new domain/AD environment. There would also be a lot more work required for the City of Franklin IT staff when configuring endpoints and servers into a brand new environment. For these reasons, Digicorp's recommendation is to not perform a full domain migration, but instead focus efforts on account cleanup and renaming, AD cleanup, group policy review, and AD security enhancements. The @franklinwi gov domain can be assigned to users to facilitate logging into Office 365 easily. We feel this would be a more practical approach and would save the City of Franklin a lot of labor costs. However, we are including both options for your consideration.

We understand the Franklin IT department will be heavily involved with this project, and we will work with your team in a collaborative effort toward making this project implementation a success. I have included some tasks as optional items for your consideration with this in mind. We are excited for the opportunity to work with your organization. Our goal is to exceed your expectations with this project and establish a long-lasting partnership as a trusted technology advisor for the City of Franklin. Please review the following Statement of Work and Pricing Summary and let me know of any questions.

Executive Summary	2
Statement of Work (Task List, Labor Estimate & Projected Timeline)	2-6
Pricing Summary	6-7
Project Notes, Assumptions and Mutal Understandings	7
Customer References	8
Digicorp Project Team	8-9
Digicorp/WIN Sales Agreement	9



Statement of Work

Option A: Domain Cleanup and DC Migration

Task List, Labor Estimate, and Projected Timeline

We are dividing this project up into four "sprints", where each sprint would involve taking a moment for our project team to communicate with our assigned engineering team and the customer, track progress to ensure milestones and deliverables are being met and to make any changes to the project schedule or resource allocation as needed. Each sprint is designed to last up to 2 weeks and the following sprint schedule is estimated and subject to change

- 1.) Create and update new Windows 2025 Server VM #1
- 2.) Join to current domain
- 3.) Create and update new Windows 2025 Server VM #2
- 4.) Join to current domain
- 5.) Environment Review DCs, DHCP, DNS, Group Policy, security standards, user & computer objects top-down, allencompassing review. No changes made, document for later.
- 6.) Migrate FSSO if needed
- 7.) Review for any blockers for 2025 DCs & resolve
- 8) Migrate FSMO roles
- 9) Demote first existing DC, promote first 2025 DC, re-use old IP on new DC (assume both new DCs are global catalogs)
- 10.) Reconfigure DHCP as needed on new DC
- 11.) Migrate FSMO roles
- 12.) Demote second existing DC, promote second 2025 DC, re- use old IP on new DC (assume both new DCs are global catalogs)
- 13.) Reconfigure DHCP as needed on new DC, ensure both DCs are replicating all scopes and set to 50/50 load sharing
- 14.) Adjust DNS and clean up as necessary
- 15.) Review Entra connect, ensure functionality
- 16.) Create Rapid7 export directories on all DCs, DNS, DHCP and Radius Servers
- 17.) Identify all use cases where dedicated accounts are being used for LDAP, restrict LDAP queries or updates to only defined service accounts and over TLS 1.3 encrypted sessions
- 18.) Restrict domain devices only to use SMB 3.1 or greater communications
- 19.) Create control policies that enforce AES 256 encryption for all Kerberos communication.
- 20.) Implement security policies to harden attacks against "Kerberoasting" techniques
- 21.) Create and test policies implementing Local Administrator Password Solution (LAPS)
- 22.) Implement group policy updates, cleanup, and enhancements identified at the beginning of the project
- 23.) Implement additional security policies identified at the beginning of the project
- 24.) Clean up, rename, and create new AD users and computers as necessary (work with CoF IT on implementation)

Total hours estimated for required tasks = 152 hours Projected timeframe for completion = 5-6 weeks



Optional Tasks:

- 25.) Optional Create new SQL Server at City Hall (OS Installation, SQL installation, applicable updates, baseline SQL configuration including maintenance plans). 9 hours estimated
- 26) Optional Create new SQL Server at Police Department (OS Installation, SQL installation, applicable updates, baseline SQL configuration including maintenance plans). 9 hours estimated
- 27) Optional Move Application 1 to new SQL server (backup database, restore to new SQL, update permissions as appropriate, update DB connection information, and test. 14 hours estimated
- 28.) Optional Move Application 2 to new SQL server (backup database, restore to new SQL, update permissions as appropriate, update DB connection information, and test. **14 hours estimated**
- 29) Optional Move Application 3 to new SQL server (backup databases, restore to new SQL, update permissions as appropriate, update DB connection information, and test. 14 hours estimated
- 30.) Optional Move Application 4 to new SQL server (backup databases, restore to new SQL, update permissions as appropriate, update DB connection information, and test. 14 hours estimated
- 31.) Optional Build Microsoft Certificate of Authority Root and Intermediary server. 6 hours estimated
- 32.) Optional Publish the root certificates for deployment in AD and configure auto-enrollment group policy objects. 1 hour estimated

Total Hours Estimated for Optional Tasks = 81 hours Projected Timeline for Completion of Optional Tasks = 2 weeks

Security Check: Post Project Vulnerability Scan

After this project has been implemented, Digicorp will complete a vulnerability scan of the network to ensure no security vulnerabilities were opened after a change has been made to the domain controllers. This is required per Digicorp policy for configuration change management, consistent with industry best practices for network security. However, the customer may opt out by signing a waiver. A summary report will be provided to the customer after the scan with the opportunity to review with Digicorp engineering team upon request. The following charges will apply:

- o Base Fee for Vulnerability Scan & Report Creation 9 hours of labor estimated
- o Qualys licensing will be needed for every IP address included in the scan \$15 /license

Total Combined Labor Estimate (Option A) = 161 - 242 hours

Total Estimated Project Completion Timeframe = 7-8 weeks

Option B: Full Domain Migration to New Domain

Task List, Labor Estimate, and Projected Timeline

We are dividing this project up into six "sprints", where each sprint would involve taking a moment for our project team to communicate with our assigned engineering team and the customer, track progress to ensure milestones and deliverables are being met and to make any changes to the project schedule or resource allocation as needed. Each sprint is designed to last up to 2 weeks

- 1) Discuss final internal domain name, NetBIOS name, and potential UPNs
- 2.) Create and update new Windows 2025 Server VM #1
- 3.) Create and update new Windows 2025 Server VM #2



- 4.) Create new domain on first DC
- 5) Promote second DC to new domain
- 6) Setup DNS
- 7) Setup DHCP services on DCs, configure with load balancing; place all scopes in a disabled state for now.
- 8.) Configure baseline security policies as appropriate; NTLM disablement, Kerberos enhancements, SMB security, LDAP security, and others per best practice
- 9) Configure 3-tier admin account policies (Domain, server, and workstation)
- 10.) Configure Domain trusts as appropriate between old and new domains with DNS forwarding
- 11.) Review existing Entra connection, install Entra Connect in staging mode
- 12.) Create Rapid7 export directories on all DCs, DNS, DHCP and Radius Servers
- 13.) Create user import CSV using data from CoF IT's review of existing accounts, and import into new domain
- 14) Create group import CSV using data from CoF IT's review of existing groups, and import into new domain
- 15.) Modify existing groups and permissions as needed in old domain for coexistence
- 16.) Create and test policies implementing Local Administrator Password Solution (LAPS)
- 17.) Identify all use cases where dedicated accounts are being used for LDAP, restrict LDAP queries or updates to only defined service accounts and over TLS 1.3 encrypted sessions
- 18) Create new SQL Server at City Hall (OS Installation, SQL installation, applicable updates, baseline SQL configuration including maintenance plans)
- 19.) Create new SQL Server at Police Department (OS Installation, SQL installation, applicable updates, baseline SQL configuration including maintenance plans)
- 20.) Identify which applications are AD-integrated (CoF)
- 21.) Determine best method of moving file services to domain disjoin/rejoin, or build new and copy data
- 22.) Migrate file services to new domain (either disjoin/rejoin and update security groups, or build new servers and copy data)

Total hours estimated for required tasks = 195 hours Projected timeframe for completion = 7-8 weeks

Optional Tasks:

- Optional Move Application 3 to new domain (backup database, restore to new SQL, update permissions as appropriate, move app servers to new domain, update DB connection information, and test. - 36 hours est.
- 24) Optional Move Application 4 to new domain (backup databases, restore to new SQL, update permissions as appropriate, move app servers to new domain, update DB connection information, and test 36 hours est.
- 25.) Optional Move Application 5 to new domain (backup databases, restore to new SQL, update permissions as appropriate, move app servers to new domain, update DB connection information, and test 36 hours est.
- 26.) Optional Build Microsoft Certificate of Authority Root and Intermediary server -2 hours est.
- 27.) Optional Publish the root certificates for deployment in AD and configure auto-enrollment group policy Objects. **1.5 hours est.**
- 28.) Optional Remove domain trusts and DNS forwarding. 1.5 hours est.

Subtotal (Optional Tasks) = 113 hours estimated Projected timeframe for Completion of Optional Tasks = (3-4 weeks)



Security Check: Post Project Vulnerability Scan

After this project has been implemented, Digicorp will complete a vulnerability scan of the network to ensure no security vulnerabilities were opened after a change has been made to the domain controllers. This is required per Digicorp policy for configuration change management, consistent with industry best practices for network security. However, the customer may opt out by signing a waiver. A summary report will be provided to the customer after the scan with the opportunity to review with Digicorp engineering team upon request. The following charges will apply:

- o Base Fee for Vulnerability Scan & Report Creation 9 hours of labor estimated
- o Qualys licensing will be needed for every IP address included in the scan \$15 /license

Total Combined Labor Estimate (Option B) = 204 - 317 hours

Total Estimated Project Completion Timeframe = 10-12 weeks

Pricing Summary

Option A: Domain Cleanup and DC Migration

1.) Digicorp Professional Services: Labor Estimate

<u>Est. Hrs</u>	DESCRIPTION	<u>Unit Cost</u>	<u>Extended</u> <u>Cost</u>
161 hrs	Digicorp Professional Services: Estimated labor for Digicorp to complete task #s 1 – 24 plus the post-project vulnerability scan listed in the Statement of Work above	\$ 152 00 /hr	\$ 24,472 00
	Subtotal	Y	\$ 24,472.00
Optional	l Items:		
81 hrs	Digicorp Professional Services – Optional Tasks: Estimated labor during normal business hours for Digicorp to complete the optional tasks listed in the Statement of Work above	[*] \$ 152 00 /hr	\$ 12,312 00
2.)	Qualys Licensing (Needed for Vulnerability Scan)		
<u>Qty</u>	DESCRIPTION	<u>Sales Price</u> <u>(Unit)</u>	<u>Sales Price</u> (Extended)
A	Qualys Vulnerability Scan – Qualys Licensing A license is required for every IP address included in the scan – 2 licenses are included here to	\$ 15 00	\$ 30 00
t .	over the 2 domain controllers Subtotal		\$ 30.00

Total Project Estimate (Option A) = \$24,502 - \$36,814



Option B: Full Domain Migration to New Domain

1.) Digicorp Professional Services: Labor Estimate

<u>Est. Hrs</u>	DESCRIPTION	<u>Unit Cost</u>	<u>Extended</u> <u>Cost</u>
204 hrs	Digicorp Professional Services: Estimated labor for Digicorp to complete task #s 1 – 23 plus the post-project vulnerability scan listed in the Statement of Work above	\$ 152 00 /hr	\$ 31,008.00
	Subtotal		\$ 31,008.00
Optiona	ıl Items:		
113 hrs	Digicorp Professional Services – Optional Tasks Estimated labor during normal business hours for Digicorp to complete any or all of the optional task listed in the Statement of Work above	\$ 152 00 /hr	\$ 17,176.00
2.)	Qualys Licensing (Needed for Vulnerability Scan)		
<u>Qty</u>	DESCRIPTION	<u>Sales Price</u> <u>(Unıt)</u>	<u>Sales Price</u> (Extended)
1	Qualys Vulnerability Scan – Qualys Licensing A license is required for every IP address included in the scan – 2 licenses are included here to cover the 2 domain controllers	\$ 15.00	\$ 30 00
	Subtotal		\$ 30.00

Total Project Estimate (Option B) = \$31,038 - \$48,214

Project Notes, Assumptions and Mutal Understandings:

Digicorp Professional Services required for this project will be billable on a T&M basis at the rate of \$152 /hour

The RFP did not include any cleanup or decommissioning notes, so we have not included any estimates for that work, aside from removing the domain trust as an option Additional cleanup/decommissioning work can be added by request, but additional billable labor will apply

We assume the City of Franklin will be responsible for purchasing/provisioning the Microsoft Server Licensing needed for this project. The cost of this licensing is not included in this proposal

Per email conversation with James Matelski, the City of Franklin would be responsible for migrating user endpoints to the new domain (option B) - we estimate an hour of work per machine. With all of the other responsibilities that the City has with this project, we would estimate the total labor requirements on the internal IT team would be 400-500 hours, if not more

We included optional labor estimates for moving applications to the new domain. This would involve working with the vendor to work out the details of the migration, migrating the database, updating permissions, and moving the app servers to the new domain. Depending on the application and the servers involved, this number may vary wildly, and these estimates shall not be construed as a not-to-exceed.

The installation of a new Water Utility VMWare 8.1 server and migration of all SCADA virtual machines is out of scope. This is being undertaken as a separate project.

Any changes to the scope of work presented in this proposal may affect final project price

Pricing is valid through 5/31/25.



Customer References:

The following is a sample list of Digicorp customers for whom we have completed similar Domain Migration Work:

- 1.) City of Burlington
- 2.) City of Port Washington
- 3.) City of Watertown

Digicorp Project Team:

Lead Engineer: William Lentz - Likely to be assigned to this project (subject to change)

Relevant Experience: 17+ yrs, IT Network Engineering Experience (13 of which have been at Digicorp)

Areas of Expertise/Experience:

Network Infrastructure, Microsoft Server OS, Active Directory, Group Policy, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Terminal Services/Remote Desktop Services, VMware, Hardware/Systems work with HP Servers & SANS, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Switches & Wireless (Aruba, Fortinet, Cisco/Meraki, Ruckus)

Engineer #2: Jake Rindfleisch – Likely to be assigned to this project (subject to change)

Relevant Experience: 7+ yrs, IT Engineering Experience (All of which have been at Digicorp)

Areas of Expertise/Experience:

Microsoft Server OS, Active Directory, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Aruba Switches & Wireless

Engineer #3: Dustin Calton

Relevant Experience: 10+ yrs, IT Engineering Experience (7+ years of which have been at Digicorp)

Areas of Expertise/Experience:

Microsoft Server OS, VMware, Active Directory, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Aruba Switches & Wireless

Project Manager: TBD – In addition to an assigned engineering team, one of Digicorp's experienced Project Managers will be assigned to execute a project plan, address scheduling, and manage timelines and project communications to help ensure major project milestones and deliverables are being met and on time.

Account Manager: Jeff Jezuit

Skills & Relevant Experience

- Over 21 years of experience in sales and account management, 13 of which have been with Digicorp
- Customer Service I am here to assist not only with any sales related requests/inquiries, but also to serve as an advocate for my clients to address any issues and ensure they are satisfied with the level of service from Digicorp
- Communication & Relationship Management Not only with customers but also with other vendors, manufacturer reps, and other team members at Digicorp



 Product Selection and Pricing – With a focus on data networking and video surveillance technologies, I am committed to selecting/proposing solutions that are practical and offer value to meet client needs and work hard to secure the best pricing available, which is particularly important for non-profits on a limited budget

Proposal Signature:

4/18/25 xuil

Signature

Date

Jeff Jezuit

Print Name

Agreement

This Statement of Work ("SOW") is made as of the last date of signature below ("Effective Date") between Digicorp, LLC, a Wisconsin limited liability company hereinafter referred to as "Digicorp," and the customer identified below ("Customer"), and is subject to the terms and conditions located at https://www.wiitechnology.com/digicorpterms.

Digicorp will provide to Customer the Services identified herein, for the estimated prices set forth in the Pricing Breakdown above

IN WITNESS WHEREOF, the Parties have caused this SOW to be effective as of the Effective Date, by execution of their authorized representatives below

DIGICORP, LLC	CUSTOMER: <u>CITY OF FRANKLIN</u>
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date



4/18/25

Proposal: Exchange Migration to Microsoft 365: RFP Bid Response

Presented to: City of Franklin

Presented by:

Digicorp

Jeff Jezuit Account Manager (414) 550-4331 | Cell jjezuit@digicorp-inc.com



Executive Summary

Thank you for considering Digicorp for this project and for the discussions and information provided up to this point. The City of Franklin has published three RFPs – Active Directory domain migration, MFA, and email migration. This document is Digicorp & WIN Technologies' response to the Active Directory Domain Migration RFP. Based on our engineering experience, expertise, and bench depth, we feel very confident in our ability to deliver a successful project implementation and fulfill the deliverables as stated in the RFP. Digicorp is a local IT engineering firm based out of the Milwaukee area. We work with a number of municipalities here in Wisconsin and has a lot of experience with Microsoft domain migrations, multi-factor authentication, and Exchange email migrations to Office 365.

Currently, the City of Franklin maintains an on-premises Exchange 2010 environment running on a Windows Server 2008 operating system, for all email communication, scheduling, and messaging. Microsoft has discontinued the platform's support, security upgrades, and updates. While attempting to perform an email migration to Office 365 recently with another IT firm, it was determined the approach taken was architecturally impossible due to the disjointed internal domain name (ci.franklin.wi.us) and the external domain (franklinwi.gov). The City will need to establish a new Domain/AD environment, or clean up the existing one, and implement MFA before the email migration project can restart. This Exchange migration project will be greatly impacted by the decisions made in the first project (Domain Migration). If the existing domain is retained we can utilize the native migration methods. If the decision is made to migrate users' home drives into OneDrive, we will need to purchase the BitTitan MigrationWiz User Migration Bundle.

We understand the Franklin IT department will be heavily involved with this project, and we will work with your team in a collaborative effort toward making this project implementation a success. I have included some tasks as optional items for your consideration with this in mind. We are excited for the opportunity to work with your organization. Our goal is to exceed your expectations with this project and establish a long-lasting partnership as a trusted technology advisor for the City of Franklin. Please review the following Statement of Work and Pricing Summary and let me know of any questions.

Executive Summary	2
Statement of Work (Task List, Labor Estimate & Projected Timeline)	3-4
Pricing Summary	4
Project Notes, Assumptions and Mutal Understandings	4
Customer References	.,4
Digicorp Project Team	5
Digicorp/WIN Sales Agreement	6



DIGICORP-INC.COM

Statement of Work

Task List, Labor Estimate, and Projected Timeline

We are dividing this project up into five "sprints", where each sprint would involve taking a moment for our project team to communicate with our assigned engineering team and the customer, track progress to ensure milestones and deliverables are being met and to make any changes to the project schedule or resource allocation as needed. Each sprint is designed to last up to 2 weeks and the following sprint schedule is estimated and subject to change.

- 1.) Review existing 365 tenant configuration
- 2.) Review and update Entra Sync configuration as necessary throughout project
- 3.) Document all existing users and groups and their mappings to new environment if needed
- 4.) Determine email administration method post-migration Exchange Hybrid, MS recommended no Exchange server, or ADSI Edit.
- 5.) Add relevant external domain(s) to 365 tenant
- 6.) Create Email Address policies as appropriate in 365
- 7.) Establish Email Archiving configuration to on-premises archiver (or other solution)
- 8.) Discuss and establish policies for mobile email access (restrict to MS Outlook mobile app?)
- 9.) Perform schema upgrades for 2016 if necessary, or 2019 if using new internal domain
- 10.) Optional Prepare migration utility setup environment, connect to both on-premises and 365, validate connection 10 hours estimated
- 11.) Optional Configure Exchange Classic Minimal Hybrid configuration 0.5 hours estimated
- 12.) Configure user mapping in migration utility if using new domain, or create migration batches
- 13.) Perform initial data synchronization, monitor and resolve any errors
- 14.) Determine need and configure on-premises email relay server as needed
- 15.) Integrate Mimecast with 365 configure threat protection policies per vendor recommendations
- 16.) Determine migration path for public folder mailboxes moving to new PF mailboxes in 365 or converting to resource mailboxes
- 17.) Configure applicable cloud backup solutions if purchased (Veeam)
- 18.) Prepare for migrating public folder mailboxes
- 19.) Perform user mailbox cutover, apply email addresses as needed
- 20.) Perform public folder cutover
- 21.) Optional Discuss Microsoft Teams and its usage in the organization, configure applicable policies 2.5 hours estimated
- 22.) Optional Migrate all distribution groups to cloud-only objects 5 hours estimated
- 23.) Optional Discuss Microsoft OneDrive and its policies, configure applicable policies 6 hours estimated
- 24.) Optional Migrate user's personal home drives to OneDrive 16 hours estimated
- 25.) Cleanup on-premises Exchange environment as needed mailbox, public folder, distribution list, and Exchange Server removal
- 26.) Implement 365 management post-migration
- 27.) Train CoF IT on ongoing 365 management



Total Hours Estimated for Required Tasks = 106 hours Total Hours Estimated for Optional Tasks = 40 hours Projected Timeframe for Completion = 10 weeks

Pricing Summary

1.) Digicorp Professional Services: Labor Estimate

<u>Est. Hrs</u>	DESCRIPTION	<u>Unit Cost</u>	<u>Extended</u> <u>Cost</u>
106 hrs	Digicorp Professional Services: Estimated labor for Digicorp to complete task #s 1-9, 12-20, 25-27	\$ 152 00 /hr	* \$ 16,112.00
	Subtotal	I	\$ 16,112.00
Optional	l Items [.]		
40 hrs	Digicorp Professional Services – Optional Tasks: Estimated labor during normal business hours for Digicorp to complete the optional tasks listed in the Statement of Work above	\$ 152 00 /hr	\$ 6,080.00

Total Project Estimate = \$16,112 - \$22,192

Project Notes, Assumptions and Mutal Understandings:

Digicorp Professional Services required for this project will be billable on a T&M basis at the rate of \$152 /hour

We assume the City of Franklin will be responsible for purchasing/provisioning the Microsoft 365 Licensing needed for this project. The cost of this licensing is not included in this proposal.

The cost of any BitTitan licensing, should any be required, is not included in this proposal.

This Exchange migration project will be greatly impacted by the decisions made in the first project (Domain Migration). If the existing domain is retained we can utilize the native migration methods. If the decision is made to migrate to a new domain, then we will need to purchase a migration utility like BitTitan MigrationWiz. In addition, if the decision is made to migrate users' home drives into OneDrive, we will need to purchase the BitTitan MigrationWiz User Migration Bundle

Any changes to the scope of work presented in this proposal may affect final project price.

Pricing is valid through 5/31/25

Customer References:

The following is a sample list of Digicorp customers for whom we have completed similar Domain Migration Work:

- 1.) City of Burlington
- 2.) City of Port Washington
- 3.) City of Watertown



Digicorp Project Team:

Lead Engineer: William Lentz - Likely to be assigned to this project (subject to change)

Relevant Experience:

17+ yrs, IT Network Engineering Experience (13 of which have been at Digicorp)

Areas of Expertise/Experience:

Network Infrastructure, Microsoft Server OS, Active Directory, Group Policy, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Terminal Services/Remote Desktop Services, VMware, Hardware/Systems work with HP Servers & SANS, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Switches & Wireless (Aruba, Fortinet, Cisco/Meraki, Ruckus)

Engineer #2: Jake Rindfleisch – Likely to be assigned to this project (subject to change)

Relevant Experience: 7+ yrs, IT Engineering Experience (All of which have been at Digicorp)

Areas of Expertise/Experience:

Microsoft Server OS, Active Directory, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Aruba Switches & Wireless

Engineer #3: Dustin Calton

Relevant Experience: 10+ yrs, IT Engineering Experience (7+ years of which have been at Digicorp)

Areas of Expertise/Experience:

Microsoft Server OS, VMware, Active Directory, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Aruba Switches & Wireless

Project Manager: TBD – In addition to an assigned engineering team, one of Digicorp's experienced Project Managers will be assigned to execute a project plan, address scheduling, and manage timelines and project communications to help ensure major project milestones and deliverables are being met and on time.

Account Manager: Jeff Jezuit

Skills & Relevant Experience

- Over 21 years of experience in sales and account management, 13 of which have been with Digicorp
- Customer Service I am here to assist not only with any sales related requests/inquiries, but also to serve as an advocate for my clients to address any issues and ensure they are satisfied with the level of service from Digicorp
- Communication & Relationship Management Not only with customers but also with other vendors, manufacturer reps, and other team members at Digicorp
- Product Selection and Pricing With a focus on data networking and video surveillance technologies, I am committed to selecting/proposing solutions that are practical and offer value to meet client needs and work hard to secure the best pricing available, which is particularly important for non-profits on a limited budget



3315 N 124th St, Ste E Brookfield, WI 53005 (262) 402-6100 info@digicorp-inc com DIGICORP-INC.COM

Proposal Signature:

ezuit 4/18/25 Date Signature

Jeff Jezuit Print Name

Agreement

This Statement of Work ("SOW") is made as of the last date of signature below ("Effective Date") between Digicorp, LLC, a Wisconsin limited liability company hereinafter referred to as "Digicorp," and the customer identified below ("Customer"), and is subject to the terms and conditions located at https://www.wintechnology.com/digicorpterms

Digicorp will provide to Customer the Services identified herein, for the estimated prices set forth in the Pricing Breakdown above

IN WITNESS WHEREOF, the Parties have caused this SOW to be effective as of the Effective Date, by execution of their authorized representatives below

DIGICORP, LLC	CUSTOMER: <u>CITY OF FRANKLIN</u>
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date



4/18/25

Proposal: MFA Onboarding with MFA: RFP Bid Response

Presented to: City of Franklin

Presented by:

Digicorp

Jeff Jezuit Account Manager (414) 550-4331 | Cell jjezuit@digicorp-inc.com



Executive Summary

Thank you for considering Digicorp for this project and for the discussions and information provided up to this point. The City of Franklin has published three RFPs – Active Directory domain migration, MFA, and email migration. This document is Digicorp & WIN Technologies' response to the MFA RFP. Based on our engineering experience, expertise, and bench depth, we feel very confident in our ability to deliver a successful project implementation and fulfill the deliverables as stated in the RFP. Digicorp works with a number of municipalities here in Wisconsin and has a lot of experience with onboarding government accounts with multi-factor authentication. We also have vast experience with Microsoft domain migrations and Exchange email migrations to Office 365 Government tenants

While attempting to perform an email migration to Office 365 recently with another IT firm, it was determined the approach taken was architecturally impossible due to the disjointed internal domain name (ci.franklin.wi.us) and the external domain (franklinwi.gov). This caused the MFA onboarding initiative to come to a stop. The City will need to establish a new Domain/AD environment or clean up the existing one before the MFA and email migration projects can restart. A stable environment with functional two-factor authentication (2FA) will need to be created for all City of Franklin users.

The plan is to deploy FIPS Compliant Yubico security key 2FA access for both local Active Directory and Microsoft 365 authentication and validation. This key will be used to identify and validate the user within Active Directory and Entra ID through the Windows Hello for Business service. Users will be prohibited from accessing the network or resources, or unlocking a computer in the absence of the security key. The RFP is also calling for the use of MFA functionality through Microsoft Entra. We would like to consider evaluating Cisco Duo as an alternative option, which may offer greater flexibility. We are comfortable implementing either option and would just like to further discuss these tools to evaluate the best option for the City prior to the project start date. We have not included any licensing for Microsoft Office 365 or Duo.

We understand the Franklin IT department will be heavily involved with this project, and we will work with your team in a collaborative effort toward making this project implementation a success. I have included some tasks as optional items for your consideration with this in mind. We are excited for the opportunity to work with your organization. Our goal is to exceed your expectations with this project and establish a long-lasting partnership as a trusted technology advisor for the City of Franklin. Please review the following Statement of Work and Pricing Summary and let me know of any questions.

Executive Summary	.2
Statement of Work (Task List, Labor Estimate & Projected Timeline)	.3
Pricing Summary	.4
Project Notes, Assumptions and Mutal Understandings	.4
Customer References	4
Digicorp Project Team4	ł-5
Digicorp/WIN Sales Agreement	6



Statement of Work

Task List, Labor Estimate, and Projected Timeline

We are dividing this project up into four "sprints", where each sprint would involve taking a moment for our project team to communicate with our assigned engineering team and the customer, track progress to ensure milestones and deliverables are being met and to make any changes to the project schedule or resource allocation as needed. Each sprint is designed to last up to 2 weeks

Task List:

- 1.) Discuss and decide optimal method of securing workstations Duo MFA vs Passwordless Windows 11 sign in (Entra Hybrid Joined)
- 2.) Optional Duo Backend configuration (Portal configuration, Proxy Server builds, user imports, etc.) 18 hours estimated
- 3.) Optional Build AD CA if needed for Duo 2 hours estimated
- 4.) Optional Duo Access Gateway setup and configuration (FIPS mode) 9 hours estimated
- 5.) Optional Integrate Duo with VPN (work with Firewall Vendor as-needed) 5 hours estimated
- 6.) Enroll users with Yubikeys (variable depending on CoF IT's involvement)
- 7.) Configure Entra Device Hybrid Join, resolve any issues
- 8.) Configure Intune MDM enrollment for all domain-joined workstations, resolve any issues
- 9.) Optional Configure Duo for Windows Login for workstations (deploy via GP or Intune)
- 10.) Optional Install and configure Microsoft Authentication management tools
- 11.) Optional Configure Microsoft Entra Passwordless Signin policies for on-premises workstations
- 12.) Configure Entra Conditional Access policies for MFA with Yubikeys
- 13.) Validate all Windows 11 Idle timeout lock screen require 2FA security keys to unlock the session
- 14.) Test authentication scenarios and validate all requirements are met. Adjust policies as necessary.
- 15.) Create documented procedures on how to provision and register new users with Yubico security keys, and how to deactivate any key that may have been lost or stolen
- 16.) Verify 2FA account login fully identifies and validates the user account both within M365 web-based applications and when logging into the computer with Windows Hello for Business
- 17.) Assist with the integration of Yubico security keys within the Pro Phoenix login and application validation process

Total Labor Estimate for Required Tasks = 145 hours

Total Labor Estimate for Optional Tasks = 34 hours

Total Combined Estimate = 145 – 179 hours

Projected Timeframe = 7-8 weeks



1

Pricing Summary

Digicor	p Professional Services: Labor Estimate		
<u>Est. Hrs</u>	DESCRIPTION	<u>Unıt Cost</u>	<u>Extended</u> <u>Cost</u>
145 hrs	Digicorp Professional Services: Estimated labor for Digicorp to complete task #s 1, 6-17	\$ 152.00 /hr	\$ 22,040 00
	Subtotal	÷	\$ 22,040.00
Optiona	l Items:		
34 hrs	Digicorp Professional Services – Optional Tasks: Estimated labor during normal business hours for Digicorp to complete the optional tasks is listed in the Statement of Work above	\$ 152 00 /hr	\$ 5,168.00

Total Project Estimate = \$22,040 - \$27,208

Project Notes, Assumptions and Mutal Understandings:

Digicorp Professional Services required for this project will be billable on a T&M basis at the rate of \$152 /hour

We assume the City of Franklin will be responsible for purchasing/provisioning the requisite Microsoft Entra Licensing or Duo licensing if that is selected for this project. The cost of this licensing is not included in this proposal

We assume the City of Franklin will be responsible for purchasing/provisioning the Yubico 2FA tokens, the cost of which are not included in this proposal. Digicorp can add these to the proposal if requested.

Further discussion is requested with the customer to decide optimal method of securing workstations – i e Duo MFA vs Passwordless Windows 11 sign in (Entra Hybrid Joined).

Enrolling users with Yubikeys (variable depending on CoF IT's involvement) - CoF can do this work and save 52 hours. From the perspective of the CJIS Security Policy, the identity of the issuee must be validated in the assignment & distribution of the tokens Also, all tokens must be tracked forever

Any changes to the scope of work presented in this proposal may affect final project price

Pricing is valid through 5/31/25

Customer References:

The following is a sample list of Digicorp customers for whom we have completed similar Domain Migration Work:

- 1.) City of Burlington
- 2.) City of Port Washington
- 3.) City of Watertown

Digicorp Project Team:

Lead Engineer: William Lentz – Likely to be assigned to this project (subject to change)

Relevant Experience:

17+ yrs, IT Network Engineering Experience (13 of which have been at Digicorp)

Areas of Expertise/Experience:



Network Infrastructure, Microsoft Server OS, Active Directory, Group Policy, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Terminal Services/Remote Desktop Services, VMware, Hardware/Systems work with HP Servers & SANS, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Switches & Wireless (Aruba, Fortinet, Cisco/Meraki, Ruckus)

Engineer #2: Jake Rindfleisch – Likely to be assigned to this project (subject to change)

Relevant Experience: 7+ yrs, IT Engineering Experience (All of which have been at Digicorp)

Areas of Expertise/Experience:

Microsoft Server OS, Active Directory, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Aruba Switches & Wireless

Engineer #3: Dustin Calton

Relevant Experience: 10+ yrs, IT Engineering Experience (7+ years of which have been at Digicorp)

Areas of Expertise/Experience:

Microsoft Server OS, VMware, Active Directory, Desktop OS, Microsoft Exchange, Cloud services such as Office 365, AppRiver Spam Filtering and Cloud Backup for O365, Unitrends Backup, Veeam Backup, SentinelOne Endpoint Security, FortiGate Firewalls, Aruba Switches & Wireless

Project Manager: TBD – In addition to an assigned engineering team, one of Digicorp's experienced Project Managers will be assigned to execute a project plan, address scheduling, and manage timelines and project communications to help ensure major project milestones and deliverables are being met and on time.

Account Manager: Jeff Jezuit

Skills & Relevant Experience

- Over 21 years of experience in sales and account management, 13 of which have been with Digicorp
- Customer Service I am here to assist not only with any sales related requests/inquiries, but also to serve as an advocate for my clients to address any issues and ensure they are satisfied with the level of service from Digicorp
- Communication & Relationship Management Not only with customers but also with other vendors, manufacturer reps, and other team members at Digicorp
- Product Selection and Pricing With a focus on data networking and video surveillance technologies, I am committed to selecting/proposing solutions that are practical and offer value to meet client needs and work hard to secure the best pricing available, which is particularly important for non-profits on a limited budget.

Proposal Signature:

4/18/25

Signature

Date

Jeff Jezuit

Print Name



Agreement

This Statement of Work ("SOW") is made as of the last date of signature below ("Effective Date") between Digicorp, LLC, a Wisconsin limited liability company hereinafter referred to as "Digicorp," and the customer identified below ("Customer"), and is subject to the terms and conditions located at https://www.wirtechnology.com/dig.corpterms

Digicorp will provide to Customer the Services identified herein, for the estimated prices set forth in the Pricing Breakdown above

IN WITNESS WHEREOF, the Parties have caused this SOW to be effective as of the Effective Date, by execution of their authorized representatives below

DIGICORP, LLC	Customer: <u>City of Franklin</u>
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

We work with our customers to provide technology infrastructure services and solutions that improve resilience, performance and uptime. As the only managed IT services provider in the Upper Midwest that also owns and operates a fiber network spanning the region – WIN eliminates the friction of dealing with one provider for network connectivity and a different provider for technology infrastructure deployment and managed IT services.

With WIN You Have Access to:

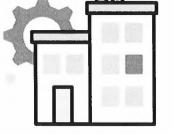


20,000-miles of fiber optic network

Two WIN owned and operated data centers

24/7 NOC Services





Presence in 23 data center and 150 POP locations throughout the Midwest

An experienced team of IT Professionals available to augment your existing IT staff or fully manage your IT operations





We aim to connect people to information, businesses to businesses, doctors and patients to lifesaving technologies, towers to switches, and individuals to their communities by providing the following services and solutions:

✓ Network Services	✓ Network Solutions
✓ IT Services	✓ IT Infrastructure
✓ Advisory Services	✓ Security
✓ Cloud	✓ Data Center

When you partner with us, there are five actions we take as we work with you to learn about your needs, develop a custom solution and plan next steps:

Understanding Fit: As we discuss your expectations we communicate openly, and we keep the promises we make.

02 Understanding Needs: We seek to build an accurate understanding of your needs so that a sound and mutually understandable promise can be made.

03 Right Sizing the Effort: A proposal is refined to ensure alignment on the anticipated value of what we commit to deliver to you.

Proving Competency: We monitor and discuss status, performance, changes and improvements through our established delivery and communication practices.

05 Partnering for the Future: We keep the promises we have made to you and enrich the value of services with a continuous focus on practical next steps.



Visit to learn more about the Technology Infrastructure Services and Solutions we provide. Response to: City of Franklin

Request for Proposal: 2025-IT-001 - Windows

Server 2025 Active Directory Domain Migration







Submitted By: Abigail Kalupa, Account Executive Address: N57W39605 State Road 16, Oconomowoc, WI 53066 Phone: 262.212.9618 Email: Abigail.Kalupa@convergetp.com Docusign Envelope ID 9A52CCE1-AEC6-41E6-B7E6-66049132F6F9



April 18, 2025

James Matelski Director Information Services City of Franklin Information Service Department 9229 W. Loomis Road Franklin, WI 53132

Re: Request for Proposal (RFP) #2025-IT-001 – Windows Server 2025 Active Directory Domain Migration

Dear Mr. Matelski,

Paragon Development Systems (PDS), a Converge Company is pleased to submit our response to City of Frankling's Request for Proposal (RFP) for Windows Server 2025 Active Directory Domain Migration. Our response was prepared with helping the City of Franklin to enhance their IT infrastructure, security, and operational ef iciency through a comprehensive initiative involving multiple workstreams collectively. The key components include Active Directory buildout, M365 security implementation, and Exchange migration.

In 2022, PDS was acquired by Converge Technology Solutions US, LLC (Converge), enhancing our ability to serve our customers. This strategic partnership amplifies our offerings, integrating PDS' decades of expertise with Converge's comprehensive portfolio and global reach. For our clients, this translates to access to a broader spectrum of innovative technology solutions, deeper technical expertise, and a robust support system. Together, we are better positioned to address the unique needs of your team, offering scalable, secure, and cost-effective solutions that drive success.

In closing, our core capabilities span networking, security, cloud, business continuity, AI, analytics and professional services for a complete end-to-end solutions experience. It is our sincere hope that you find our proposal compelling, and at minimum, worthy of further investigation. PDS | pdsit net Should you require additional information or have any questions, please do not hesitate to contact me.

Sincerely,

Abigail Kalupa Account Executive <u>Abigail.Kalupa@convergetp.com</u> Karen Smallwood Karen Smallwood (Authorized Signatory) Director, Contracts & Compliance





A CONVERGE COMPANY

Table of Contents

A. Company Background & Experience	6
B. Technical Proposal & Approach	9
C. Cost Proposal	7
D. Legal Documents	9
E. Appendix/Portfolio	. 10
F. Additional Services	
G. Provisions	.12
Attachments	.13
Attachment 1 – Sample Resumes	
Microsoft Cloud Engineer	.14
Enterprise Messaging Consultant - Digital Workplace	16
Delivery Engineer – Digital Workplace	
Delivery Engineer - Digital Workplace	
Attachment 2 – Certificate of Insurance	22

Confidentiality Notice: This document may contain non-public, confidential information and shall neither be disclosed outside of Customer nor be duplicated, used or disclosed in whole or in part by Customer except to evaluate the services described herein or as provided by applicable law, including without limitation as may be required to respond to FOIA requests. This restriction does not limit the right to use the information contained in this document if it is obtained from another source without confidentiality restrictions.

Please Note⁻ It is our full intent to hold pricing firm until the end of the contract term but given recent developments in global trade policies and the potential tariffs, we would like to bring to your attention that materials and imported goods may be subject to higher costs and impact the supply chain that may impact pricing. We are committed to transparency and will ensure you are kept informed of any price adjustments as soon as they are identified.

> Windows Server 2025 Active Directory Domain Migration



A. Company Background & Experience

A. Provide at least three references for similar work. Governmental references are preferred.

Just as we will treat City of Franklin business with the highest confidentiality, and due to current NDAs in place with our clients, we cannot provide references at this stage of the process. However, if City of Franklin would like to speak with our past and current clients prior to award, we will work with City of Franklin to arrange introductions with our clients on a one-on-one basis to discuss our work and past performance with clients of like size and similar scope.

Reference #1

Customer: City of Guelph

Project Description: The City was looking to modernize the management of its Windows computer endpoints and leverage the new management solution to deploy Windows 11 across the City's Windows device fleet. This included planning, design, and implementation of a Microsoft Entra Hybrid joined Co-managed Windows Management solution with Autopilot, BitLocker, Remote Help, and Local Administrator Password Solution (LAPS).

Converge worked with the City to analyze the current environment, come up with a detailed project plan including a list of dependencies, and from there was able to provide a M365 Architect to configure all aspects of the solution including:

- Planning & Execution of Tenant Attach
- Review of Group Policies and transition plan to Intune
- Configuration of Autopilot Scenarios
- Creation of Intune Windows Policies
- Configuration of Microsoft Office Apps Policies
- Configuration of Windows Update Rings through Intune
- Configuration of Intune to Deploy Windows 11 on existing Windows 10 Entra deployed devices
- Implementation of LAPS
- Creation of Intune Windows Apps

The Converge architect worked alongside the City to implement these features while providing knowledge transfer along the way.

Reference #2

Customer: Netherland Sewell

Project Description: Converge brought its vast experience with Microsoft 365 and Microsoft Exchange to create an effort where the team will evaluate, architect, implement and migrate the existing on premises Exchange environment to an Microsoft 365 environment. The DW SA team came together with the client and was able to discover, propose and execute a SOW inside of 7 days.

B. A brief biography of the engineers or team that will be performing the Active Directory migration. Certified professionals are preferred.

Our resources will be assigned to this engagement at the time of contract award and are available based on the timeline and scheduling of the project. We maintain a strong team of technical resources

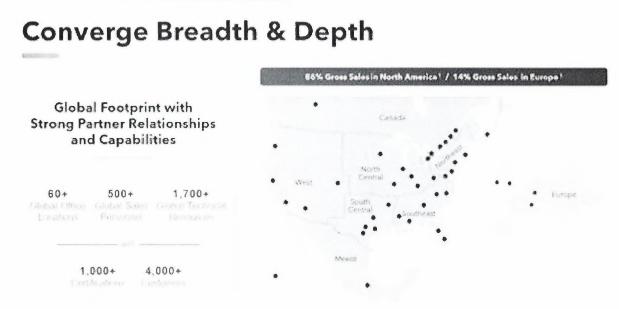


who have the skillset and background to support this opportunity. Please see Attachment 1 for Sample Resumes.

C. Describe your firm (size, location, staffing level, longevity, etc.).

Converge Technology Solutions US, LLC ("Converge") is a services-led, software-enabled IT & Cloud Solutions provider that delivers industry-leading solutions. Converge's global approach delivers advanced analytics, artificial intelligence, application modernization, cloud platforms, cybersecurity, digital infrastructure, and digital workplace offerings to clients across various industries. Converge supports these solutions with advisory, implementation, and managed services expertise across all major IT vendors in the marketplace. This multi-faceted approach enables Converge to address the unique business and technology requirements of all clients in the public and private sectors.

Converge consists of 35 entities, including PDS, that make up our organization's diverse portfolio of companies. This structure allows Converge to have a wide-reaching team and deep, ever-expanding solutions and services capabilities. An overview of Converge's structure and portfolio of companies can be found here: <u>Our Story (convergetp.com)</u>



Our goal is to provide a trusted partner that brings together world-class solutions and services to help reduce costs, increase efficiency, and create competitive advantages.

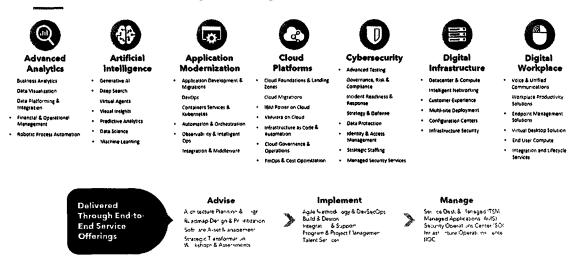


Converge Solutions & Services

- Advanced Analytics: Utilizing mathematical and statistical methods, we provide clients with intelligent insight into their data and enable enterprises to forecast trends, predict future behavior, and better navigate toward success.
- Artificial Intelligence (AI): Unlock scalability for your operations, empower your team, and redirect focus to tasks that demand human expertise let the robots handle the rest.
- **Application Modernization:** Updating older software for newer computing approaches, including newer languages, frameworks, and infrastructure platforms, we deliver improved performance and security for modern applications.
- **Cloud Platforms:** Multifaceted cloud Solutions enable the adoption of new strategies and approaches that embrace Cloud technologies and evolve how clients save, store, and access data.
- **Cybersecurity:** Offering defense tools, risk management approaches, technologies, end-user training, and best practices, Converge tailors solutions to protect critical networks, infrastructure, devices, applications, cloud platforms, and data from attacks or unauthorized access.
- **Digital Infrastructure:** Delivering applications through secure, mobile, reliable access, we enable clients to achieve enhanced business outcomes. Digital transformation is the core tenet of Converge's approach to digital infrastructure.
- **Digital Workplace:** We help deliver IM, email, file collaboration, voice and video collaboration, end-user management, and subscription services so that you can work securely, collaboratively, and productively from anywhere.

Through our Full Spectrum of Services, we "AIM" to support these solutions with advisory, implementation, and managed (AIM) services expertise across all major IT vendors in the marketplace. This multi-faceted approach enables Converge to address the unique business and technology requirements for all our clients both in the public and private sectors.

AIM - Vertically Integrated Set of Solutions





B. Technical Proposal & Approach

A. Provide an estimated GANTT chart of expected project timelines based upon the provided information.

Following this page, please find estimated GANTT Chart.



Workstneam 1 New Active Directory Buildout and Object Migration with Windows Server OS Upgrade

52/9/9 52/0/2 52/0/2 52/0/1/9 52/0/1/9 52/0/1/9 52/0/1/9 52/0/1/9 52/0/1/9

New Active Developing Buildout and Object Megation with Witedows Server 05 Upgrade	CTS	ŝ	52619	
Erectes SOW6) / Resource Assignment	CTS PMD	đ	52/61/5	•.
Project Kotow, Prevensivien, Access	CTS PMO/Consultant	đ	92/29	
Discovery of Environment (Active Divectory DS, DMS, DMCP, conditione Windows Servers for migration or upgrade	CTS Consulant	ć	9229	
Proportivalisate now Wendows Sovies Internets	CTS Consulant	đ	6/9/25	÷
Dogley and configure Active Directory Dennian Services with exeguted DNS (4)	CTS Comutant	ŝ	69/25	÷
Dayloy row DHCP Benness and costativingtuse pook per Clemn requirements (2)	CTS Consulant	đ	9269	e
Dayby new ksuing Chuidlaing existing Road or degday new 2-ker PKU R desined (1-2)	CTS Consulant	đ	\$2767	
hstall and configue Microsoft Entra Connect (2) (Active/Standby), Entra Cloud Sync (1), and 4D Health Microbiolog agents (4)	CTS Consulant	ŝ	\$2/6/9	9
Prepare new Exchange Hybrid Edition Samer (1)	CTS Consulant	đ	92/6/9	6
Insula 501, Serve 2002 and configure new 501 Server Insurces (2)	CTS Consulant	ŝ	616/25	
Depty and configure new NDES and NPS metamor to PADUS (1)	CTS Consulant	đ	52,191,19	9
Deptoy and configure new Terminul Server and RDP heat some [1]	CTS Consulant	ő	92/91/9	4
Prepare Source and Destinution AD Forest and Donvairs for object migration	CTS Consulant	đ	52/81/9	40
Prepare Windows Server Inst. Instant Quest ODIANO, and depicy agents to in-scope Computers, and Servers	CTS Consultant	É	879625	6
Daplay new ff Management server	CTS Consulant	ŝ	92/9L/9	æ
Papelate Security Groups and User Diffects with Passmord Spice	CTS Consulent	đ	92828	æ
Mgraenceateringhare Source and inscrime use objects (acer objects)	CTS Consulant	đ	92929	8
Magale Liker Mon-Interactive serves (3) fist provided	CTS Consulant	5	\$2,6219	æ
Marate core application serves (surbulang SQL, DC, Exchange or servers to be decommissioned) (~27.42)	CTS Consultant	đ	623129	F
Magule Computer and active User AD profiles (~236)	CTS Consulant	Š	\$2009	*
Magake File Servers (c) and retwork Stores (29) – 10 TB of Deal	CTS Consulant	Ś	114/25	
Lipgrade Windows Server 2012 nutainces to Windows Server 2019 or Windows Server 2025 à supported (5)	CTS Consident	5	24425	6
Additional configurations or migration related toucherbooting. Mercecult or Quest Support lished management or administrative support	CTS Consulant	Ś	7/14/25	9
Finites As the Documentation. Contest Nonetedge Transfer sessions, and Documentation review session	CTS Consulant	ę	844.75	4

82029 82029 82029 82029

Workstneam 2: M365 Security + Intune (Besic) + Hello for Business wf FIPS Yubil(ey

			2002 and 200	2.3.4.5.6.7.6.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5									
ĸ	ß	8		~ 3	R	\$	x	x	ß	\$	26	æ	
5271112	\$ \$2375	\$20672 \$	52000	52.949	927949 S	5 64025	52,949 5	5299	\$2/EL/9	\$2,52,9	\$2/6// \$	521112	
52(2)9	57/61/5	51521S	9229	9229	6075	\$21619	9229	9229	\$2,619	92/6/9	6123125	\$2011	
ť	8	ŝ	ŝ	£	£	ŝ	£	£	ŝ	ŝ	ŝ	\$	
CT5	CT\$ PMO	CTS PurOlConsultant	CTS Consultant	CTS Consultant	CTS Consultant	CTS Consultant	C1\$ Consulant	CTS Cursulert	CTS Consultant	CTS Consulars	CTS Consulant	CTS Consultant	
ALGS Security + Mane (Basic) + Math for Business of FPS Yabilety	Escolas SOVNI / Resource Assignment	Project Market, Provensisteries, Access	Decovery of Environment (Microsoft 365 GOC Tensort, Andrie Directory)	Carligae Monual Eva Cannec (supplyed in new AD Fereit and Danial) for Hybrid-pin, Modan Aufhanication and Pranned Weldnaft	Configue Even O to Passwordens half-ordenin with Wednes Hells for Business, Renforme tolow (Makley), and Confidence Record Authoritization	Configure Inture. Entra D, and Active Directory for Whetons Automatic conditioned	Configure and Set Borker Pastweed Witeback (SSBP)	Configure and left Conditional Access pollicity	Test and valuates hardware based token and Centificae Based Authoritization	Paul Broambort (Chest in Issue), Natives PPS in seas.)	Prostorian Brokhman (Chions to Issue Yndalforys EPS to users) and CA Policy Enhancement. Manage and Administrative Support	Finalise Au-Buill Documentation. Conduct Noombolips Transfer sessions, and Decementation review session	

TASK

ASSIGNED TO PROGRESS START END

				Other
\$2111/	1008	ŧ	CTS Consulant	Pholice Are Buck Documentation. Constants brownedge Transfer sexpines, and Documentation review associa
27,02	6/23/26	£	CT\$ Consultant	Enforce Conditional Access
10/26	823728	ę	CTS Consulert	Perform Production Matbox (Arguidons (remaining, up to ~286)
92029	61625	é	CTS Consulant	Perform Ples Masbox, Mignations (10-25)
9/20/28	52/91/9	క	C15 Consultant	Propere lagration toda, setto projecta and statistich connections to exciseneeus (NDSS CCC Toward and Excitance 2014)
\$20279	6/16/25	ŝ	CTS Consulent	Magain Public Chiendua la Microsoft 355 Grauns e 7 teans (9)
92029	6/16/25	% 0	CTS Consulant	Majale Distribution Groups (75) and mail-washivd Security Groups (721) to MD65 and modewice management
6/13/25	92/6/9	Ś	CTS Consulant	Proprior Magnition looks, white projects and existingly connections to environments (NDRS GOC Tenent and Exchange 2014)
\$%1.A	6/9/2/6	É	CTS Consulant	Estableh Endunge Hydrid Orgeneution fin new Active Directory Fores)
61325	5269	Ĕ	CTS Consulant	Prepare lacostat 365 CCC invest and Excloring Other
913/29	52,619	క	CTS Consulant	Discovery of Environment (Active Directory Microsoft 365 GCC Fearert, Enchange 2010 Sarver)
5261-0	\$2,679	ť	CTS PMO/Consultant	Project Kidoki, Prevensidara, Aconesi
\$218275	5/19/25	ť	CTS PMD	Errecule SOW(s). Resource Ausignment
52n11/	6775	ŝ	CTS	Eschange 2010 to Eschange Châte Mégaden
				Workstream 3: Exchange 2010 to Exchange Online GCC Migration

Windows 11 (Deadfine 10/14/2025) Itsort new rows ABOVE it is one

1/15/25 10/14/25

DW Resource

. Mastonen 10 Ma Mastonen 10 Mastonen 10

as as as so many a proprietable construction to be a sone of a monotographic for a solution of a solution of as

TASK

Page 2 of 2



B. Describe any tools or applications that may be used for the migration or analysis.

Quest On Demand Migration (ODM) is a leading Active Directory and Microsoft 365 migration tool

Quest On Demand (ODM) Migration Suite will be utilized for both Active Directory Object migration and Exchange 2010 to Exchange Online GCC mailbox migrations,

In the second of the second second	such agent in	waducha lan	down and may	antranl
https //www.c	mescennze	iroonees7oa-		PLACION

On Demand Migration Suites				•
	Т3	τ5	T7	Add On
Azure Users and Groups	1	~	~	
Exchange Online	1	~	~	
OneDrive	~	~	~	
SharePoint Online	1	~	1	
Microsoft Teams & Groups	1	~	~	
Power BI	~	~	~	
Active Directory & Entra ID (Device) Migration (Note – & 2)		~	~	
Directory Sync (Nore 1 & 2)		~	~	
Domain Rewrite Note 2)			~	
Domain Move (Note 1 & 2			~	
Microsoft Teams Chat Add On				1
Hybrid Exchange ('vote 2				~

C. Indicate any server or service hardening security frameworks or best practices that should be implemented.

CIS Benchmarks: Adopting the Center for Internet Security (CIS) Benchmarks provides a comprehensive set of best practices for securing IT systems and data. These benchmarks offer detailed configuration guidelines for various operating systems, applications, and network devices.

NIST SP 800-53: The National Institute of Standards and Technology (NIST) Special Publication 80053 outlines security and privacy controls for federal information systems and organizations. Implementing these controls helps in managing and mitigating risks to the City's IT infrastructure.

Microsoft Security Baselines: Utilizing Microsoft's security baselines for Windows Server and other Microsoft products ensures that the configurations align with industry standards and best practices. These baselines are designed to protect against common threats and vulnerabilities.

Multi-Factor Authentication (MFA): Enforcing MFA for all administrative and user access to critical systems significantly reduces the risk of unauthorized access. This is particularly important for remote access and privileged accounts.



PDS | pdsit net

Regular Patch Management: Implementing a robust patch management process ensures that all systems are up-to-date with the latest security patches and updates. This helps in mitigating vulnerabilities that could be exploited by attackers.

Network Segmentation: Segmenting the network into different zones based on the sensitivity and criticality of the data and services helps in containing potential breaches and limiting lateral movement within the network.

Endpoint Protection: Deploying advanced endpoint protection solutions, including antivirus, antimalware, and endpoint detection and response (EDR) tools, helps in identifying and mitigating threats at the endpoint level.

Security Information and Event Management (SIEM): Implementing a SIEM solution provides real-time analysis of security alerts generated by applications and network hardware. This helps in early detection and response to security incidents.

Regular Security Audits and Penetration Testing: Conducting regular security audits and penetration testing helps in identifying and addressing potential security weaknesses before they can be exploited by attackers.

User Training and Awareness: Providing regular security training and awareness programs for all employees ensures that they are aware of the latest threats and best practices for maintaining security.



6

C. Cost Proposal

A. Estimated consulting hours needed for assessing the environment

Windows 11 Readiness and Upgrade Planning Workshop - \$15k Active Directory Migration Planning - \$7,500

B. Fixed cost or hourly estimated of consulting hours needed for the completion of the project.

Windows Server 2025 Active Directory Buildout and Migration + Server Upgrades Fixed Cost: \$80,000 (Labor Only)

Time and Materials: \$68,940-84,600 - Labor Only

C. Cost of any additional equipment or tools

Quest ODM-AD is included in Quest ODM T5 suite which is what is being proposed in this project and Exchange 2010 to Exchange Online GCC migration project. License is valid for one year from date of purchase.

Following this section, please find quote.

	pds
A CONVE	RGE COMPANY

PDS, Α Converge Company N57 W39605 Hwy 16 4 Dock Oconomowoc, Wisconsin 53066 United States 262-569-5300 (P)

é. A Date

1.			
Date Apr	15		Expiration Date
1	2025 12 [.] 22 CDT	РМ	05/29/2025
Modified) Apr	Date 17 PM	2025 CDT	04 09
Quote	#		
2352754	of	- 1	rev 1
Descripti	on		
Quest	Licenses Migration	for	O365
SalesRep	•		
Hinker		Tiffany	,
`(Р) "	651-707-1	825	
Custome	rContact		
Matelski,		James	•
(9)	414-858-1		
JMatelski@	⊉franklinwi	gov	

Customer			Bill	Bill To				То		Payment Method					
City	of (003235)	Franklin	922		N Li Rd	oomis	Receivin	ng Shipping §	9229	т	erms i	Purchase	Order 30)	(Net	
Matelski	James					3132		w							
9229	W		Uni		States			Loomis							
	Loomis Rd		(P)	4	148581100		Franklin	Rd	53132						
Franklin	WI	53132						States	55152						
United	States						375719								
(P)	41485811	00													
Custome Special	er PO: Instructi	ons					Term Purct		r (Net	30)	Ship FedEx Carrier	Via [,] Ground Accou			
	魏 ⁶⁶ 9代1 [ί٩. • Ι					Ĩ	I		Ą.	,ž	łį			
1	On	Demand 24/7	Migration	Suite	T5	SAAS	Sub BN	IQ-QOD-SA	AS-247		317	\$39	84	\$12 629 28	
	Quest	•	pds		363108 Note [.] GRATED	USER	ON ACCT	DEMAND 24X7		N SUBSCR	SUITE IPTION	T5	PER		

Total \$12,629.28

Terms	and	Conditions												
Unless reviewed	a parties, at	specific this https://www	Master quotation	Services is om/termsof	and subject sale asox	Product to	Sales the	Agreement PDS	is Terms	in and	effect Conditions	between which	the can	be
Please	note	that	shipping	and	tax	amounts	are	estimates.						

			Purchases Fee	made applied	with at	a the	credit time	card of	may invoicing	incur	а	3 5%	Convenier	nce
PDS	has	been	informed	by	multiple	technolog	IV	manufactu	irers	that	prices	are	subject	to
	rapid	and	unannoun	ced	fluctuation	าร	due	to	various	factors,	inciuding	componen	t availabiiit	y,
	and	both	US.	and	foreign	tariffs.	Pricing	is	fluid,	PDS	will	make	every	effort
	to	honor	the	pricing	quoted,	however	we	are	unable	to guarant	tee	prices	beyond	the
	expiration	date.	This	circumsta	nce	is	not	unique	to	PDS;	it	is	а	
	pervasive	issue	within	the	industry									
lf	you	have	questions	please	contact	your	sales	representa	tive					

D. Legal Documents

An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.

Karen Smallwood (Authorized Signatory) Director, Contracts & Compliance

John Miller (Authorized Signatory) Regional Vice President, Sales, North Central



E. Appendix/Portfolio

Proposing firms may provide a portfolio of work as an attachment or via a web link to highlight the organization's past work as it applies to these proposed services. This section may also provide any additional information regarding the firm's qualifications or methods relevant to these services

None at this time.



F. Additional Services

The proposing firm can propose additional service offerings as part of an alternate quote. However, the basic proposal must include all stated requirements listed herein.

Converge/PDS offers a comprehensive suite of services around Microsoft Entra lD, Microsoft Intune, and Microsoft 365 to enhance your IT infrastructure and security. Our offerings include:

Microsoft Entra ID: We provide identity and access management solutions, including Conditional Access, Multi-Factor Authentication (MFA), Single Sign-On (SSO), and Privileged Identity Management (PIM) to ensure secure and streamlined access to resources.

Microsoft Intune: Our services encompass Intune implementation, adoption, and concierge support, ensuring smooth device management and compliance with security policies. We also offer Intune Readiness Assessments to optimize your environment.

Microsoft 365: We deliver end-to-end support for Microsoft 365, including security implementation, Exchange migration, and ongoing managed services. Our team of Microsoft-certified experts ensures robust data protection and operational efficiency.

By leveraging these services, Converge/PDS empowers organizations to maximize their capabilities, safeguard their assets, and drive business success with confidence.



G. Provisions

All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin.

PDS has reviewed and confirms.



Attachments

Attachment 1 - Sample Resumes

Attachment 2 - Certificate of Insurance



Attachment 1 – Sample Resumes

Microsoft Cloud Engineer

Summary

Resource is a Microsoft Cloud Engineer - Azure at Converge Technology Solutions, providing highlevel consulting services to customer primarily in field of Microsoft Technologies. Resource specializes in M365 and Microsoft Endpoint Manager. Before joining Converge, Resource worked with a Global education system providing guidance and assistance in Microsoft Endpoint Manager, Microsoft 365, Security, Compliance, Azure AD, and On-prem/Virtual Windows Servers/Computers. Resource has 10 years of experience working IT field. Resource is based out of Hoboken, New Jersey area.

Specialty Areas

- Microsoft Endpoint Manager (Intune)
- M365
- Exchange
- Exchange Online
- Microsoft 365 General
- Security/Defender for Microsoft 365
- SSO
- SCCM
- MFA
- Azure AD including Azure AD Connect
- On-prem Active Directory
- AvePoint
- ProofPoint
- Mimecast
- SkyKick
- Powershell

Major Accomplishments

- Worked with a manager service provider involving migrations from tenant to tenant to Microsoft 365, One Drive, Exchange from industries like Marketing, Lawyer Firms, Healthcare, Education and Retail.
- Deployed security products like Proofpoint, Smash, Knowb4 deploying and managing product from A-Z
- Administered Mobile Device Management, MFA, Conditional Access Policies, OneDrive, Azure AD Connect, licensing, Azure Roles, DLP policies, Microsoft 365 and security groups, email transport rules, dynamic membership and automatic license assignment
- Provided ongoing support for a major global education company covering Canada, North America and Caribbeans. Responsibilities included administration of Active Directory, Windows Servers, Microsoft 365, Microsoft Endpoint Manager, Exchange Online, DNS, DHCP, MFA, Enterprise Applications, SSO, Barracuda and more..



• Proficient in managing users and devices in Microsoft Endpoint Manager, deploying endpoints, and setting up mobile device management while managing, creating & testing Configuration profiles, Compliance policy, and Conditional access policies

Academic Education	Institution		
Fintech Bootcamp	Rutgers University		
BS Computer Science	Dominican College		

Certifications	Year
Microsoft Certified: Azure Administrator Associate	2022
AWS Certified Developer – Associate	2021
AWS Certified SysOps Administrator – Associate	2020
AWS Certified Solutions Architect – Associate	2020
Cisco Certified Network Associate Routing and Switching (CCNA Routing and Switching)	2017
CompTIA Network+ ce Certification	2017
AWS Certified Developer – Associate	
AWS Certified SysOps Administrator – Associate	2020



Enterprise Messaging Consultant - Digital Workplace

Summary

Resource is an Enterprise Messaging Consultant - Digital Workplace at Converge Technology Solutions, providing high-level consulting services to customers primarily in the field of Exchange, Microsoft 365 and Active Directory. Resource also provides guidance and assistance in Azure AD, and On-prem Windows Servers, Veeam and VMware. Previous to joining Converge, resource served in the United States Air Force for 10 years. Resource is based out of the Raleigh, North Carolina area.

Specialty Areas

- Exchange
- Exchange Online
- Microsoft 365 General
- Active Directory Migrations
- Malware restoration and rebuild
- Azure AD including Azure AD Connect and ADFS
- On-prem Active Directory

Major Accomplishments

- Delivered over 150 on-prem exchange migrations
- Delived over 60 Microsoft 365 migrations
- Performed 20 malware/randsomware recoveries due to domain encryption
- Migrated the largest community college in N.C. to Microsoft 365
- Performed 23 Microsoft 365 tenant-to-tenant migrations

Academic Education	Institution
Associates – Computer Information Systems	Community College of the Air Force

Certifications	Year
MCITP: Exchange 2010,2013 Enterprise	August 2014
MCSE: Server 2008,2012 Active Directory/administration	April 2013
MCSA: Server 2008,2012 Active Directory server	October 2013
MCITP: Exchange Server configuration	March 2011



Delivery Engineer – Digital Workplace

Summary

Resource is a Delivery Engineer at Converge Technology Solutions, providing high-level consulting services to customers primarily in the field of Microsoft 365, with a heavy focus on Migrations, Mergers, Acquisitions, and Divestitures. Resource also provides guidance and assistance in Exchange, SCCM, Intune, Azure Virtual Desktop, Windows 365, Security, Compliance, Azure AD, and On-prem Windows Servers/Computers. Resource worked as a consulting engineer/architect for 15 years across many different firms. Resource is based out of the Baton Rouge, Louisiana area.

Specialty Areas

- Exchange & Exchange Online
- Microsoft 365 General
- SCCM & Intune
- Hyper-V & SCVMM
- Windows Clustering
- Security/Defender for Microsoft 365
- Compliance/Purview for Microsoft 365
- Entra ID including Entra ID Connect and ADFS
- Azure Virtual Desktop
- Windows 365
- Azure laaS migrations (file servers to Azure files, etc.)
- Mergers, Acquisitions, Divestitures across Active Directory and M365
- On-prem Active Directory

Major Accomplishments

- Migrated and merged Microsoft 365 tenants for seats ranging up to 50,000+ for customers across the globe for the past 8 years
- Developed and implemented numerous PowerShell scripts to migrate Active Directory and M365 environments that were completely disconnected from each other.
- Rescued the City of New Orleans's Exchange environment after an accidental SAN deletion took down the entire environment, saving thousands in potential damages and downtime
- Merged 4 hospital systems into 1 in the Greater New Orleans area, spanning systems of Active Directory, Exchange, SCCM, Office 365 (now M365) and Lotus Notes
- Assisted in the rescue and recovery of the Baton Rouge Water Company's entire network after a ransomware attack thanks to years of design and building of their disaster recovery architecture.

Academic Education	Institution
Associates in Occupational Studies – Information Technology	ITI Technical Institute



Certifications	Year
Microsoft Certified: Azure Virtual Desktop Specialty	12/29/2021
Microsoft 365 Certified: Administrator Expert	6/8/2020
MCSE: Productivity Solutions Expert	5/28/2019
MCSE: Core Infrastructure	5/28/2019
MCSA: Windows Server 2016	5/28/2019
Microsoft® Certified Solutions Expert: Productivity Charter Member	9/25/2016
Microsoft® Certified Solutions Expert: Cloud Platform and Infrastructure Charter Member	9/25/2016
Microsoft® Certified Solutions Expert: Private Cloud	12/10/2015
Microsoft Specialist: Windows 7, Enterprise Desktop Support Technician	11/30/2015
Microsoft Specialist: Windows 7, Configuring	11/30/2015
Microsoft® Certified Solutions Associate: Office 365	6/30/2015
Microsoft [®] Certified Technology Specialist: Administering and Deploying System Center 2012 Configuration Manager	12/16/2014
Microsoft® Certified Solutions Expert: Messaging	6/30/2014
Microsoft® Certified Solutions Expert: Server Infrastructure	12/23/2013
MCSA: Windows Server 2012	8/22/2013
Microsoft Certified Professional	8/22/2013
Microsoft® Certified Technology Specialist: Windows Server 2008 R2, Server Virtualization	4/19/2013
Microsoft® Certified Technology Specialist: Windows Server 2008 Applications Infrastructure, Configuration	8/16/2012
Microsoft® Certified Solutions Associate: Windows Server 2008	4/15/2012
Microsoft® Certified Technology Specialist: SQL Server 2008, Implementation and Maintenance	1/31/2012
Microsoft® Certified IT Professional: Enterprise Desktop Support Technician on Windows 7	2/8/2011



Microsoft [®] Certified Technology Specialist: Windows Server 2008 Network Infrastructure, Configuration	3/19/2010
Microsoft [®] Certified Technology Specialist: Windows Server 2008 Active Directory, Configuration	10/30/2009
CompTIA A +	01/15/2009
Quest - ODM for M365 Implementation	12/22/2022
Quest - ODM for Domain Move Implementation	12/21/2022
Quest – ODM for Active Directory Implementation	8/16/2022

Professional Societies	Member Since
Baton Rouge IT User Group (BRITUG)	2010



Delivery Engineer - Digital Workplace

Summary

Resource is a Delivery Engineer - Digital Workplace at Converge Technology Solutions, providing high-level consulting services to customers primarily in the field of Exchange. Resource also provides guidance and assistance in Microsoft 365, Security, Compliance, Azure AD, and On-prem Windows Servers/Computers. Previous to joining Converge, resource worked at Microsoft for 9 years as a Support Esclation Engineer and as a Customer Engineer for Microsoft 365 and on-prem Exchange. Resource is based out of the Dallas, Texas area.

Specialty Areas

- Exchange
- Exchange Online
- Microsoft 365 General
- Security/Defender for Microsoft 365
- Compliance/Purview for Microsoft 365
- Azure AD including Azure AD Connect and ADFS
- On-prem Active Directory

Major Accomplishments

- Delivered Security Optimization Assessments for Microsoft 365 Tenants to help customers improve their security posture for their tenants for the past 3 years
- Developed and implemented most of the troubleshooting, understanding, and demoing of Microsoft Bookings since it's initial release
- Was dedicated to 14 Financial Services Industry customers' exchange environments to help ensure their environments worked as needed with no issues
- I once rescued/recovered a mailbox for a government agency that I was later told saved lives
 Successfully helped a customer move their Microsoft 365 Tenant to Multi-Geo setup
- Tested and implemented the merging of a resource and user forest as the resource force was moved to Microsoft 365

Academic Education	Institution	
Bachelor of Science in Business Information Technology Option Computer Network Administration	Rogers State University	

Certifications	Year
Microsoft 365 Certified: Security Administrator Associate	July 2019
MCITP: Windows Server 2008, Enterprise Administrator	November 2010

pds

MCITP: Windows Server 2008, Server Administrator	July 20 10
MCITP: Exchange 2010, Enterprise Messaging Administrator	March 2011
MCTS: Windows Server 2008 R2, Server Virtualization	January 2013

MCTS: Windows Server 2008 Active Directory	April 2010
MCTS: Windows Server 2008 Network Infrastructure	June 2010
MCTS: Windows Server 2008, Application Infrastructure	September 2011
MCTS: Windows 7, Configuration	November 2015
MCTS: Exchange 2010, Exchange Server 2010, Configuration	February 2011



Attachment 2 – Certificate of Insurance

Consultant shall maintain insurance coverage as required and identified in Exhibit A "Insurance" document (page 16).

- 1. If the Consultant cannot meet the minimum insurance requirements outlined within this RFP:
 - a. Provide a copy of the insurance currently carried and
 - b. Please estimate how much it would cost to attain the additional insurance required within this RFP.

PDS will maintain insurance as required and identified in Exhibit A "Insurance" document (page 16). Following this page, please find sample certificate of insurance.

Client#: 649698

CONVEACQUI

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2025

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	XTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. ACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED
	olicy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If policy, certain policies may require an endorsement. A statement on this such endorsement(s).
PRODUCER	CONTACT NAME. Ranee K
Marsh & McLennan Agency LLC 11330 Lakefield Drive	Mannion PHONE 770-295-1008 FAX
Suite 100	(A/C, No, Ext)
Johns Creek, GA 30097-1508	E-MAIL Ranee.Mannion@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A · Hartford Casualty Insurance Company 29424
INSURED PDS Holding Company	INSURER B . Philadelphia Indemnity Insurance Compan 18058
130 Technology Parkway	INSURER C . Trumbull Insurance Company 27120
Peachtree Corners, GA 30092	INSURER D AIG Insurance Company of Canada 085727
	INSURER F
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:
INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY	
INSR TYPE OF INSURANCE ADDL SUBR LTR INSR WVD POLICY NUMBER	POLICY EFF POLICY EXP LIMITS (MM/DD/YYYY) (MM/DD/YYYY)
A X COMMERCIAL GENERAL LIABILITY 20UUNPB8809	06/20/2024 06/20/2025 EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	MED EXP (Any one person) \$10,000
	PERSONAL & ADV INJURY \$1,000,000
	GENERAL AGGREGATE \$2,000,000
I'L AGGREGATE LIMIT APPLIES PER	PRODUCTS COMP/OP AGG \$2,000,000
POLICYLOC	\$
C AUTOMOBILE LIABILITY 20UENEI6548	06/20/2024 06/20/2025 COMBINED SINGLE LIMIT \$1,000,000 (Ea accident) \$1,000,000
	BODILY INJURY (Per person) \$
OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED	BODILY INJURY (Per accident) \$
X AUTOS ONLY X AUTOS ONLY	PROPERTY DAMAGE \$ (Per acciden!)
	\$
A X UMBRELLA LIAB X 20RHUPB8432	06/20/2024 06/20/2025 EACH OCCURRENCE \$11,000,000
EXCESS LIAB OCCUR CLAIMS-MADE	AGGREGATE \$11,000,000
X	
DED RETENTION \$10000 A WORKERS COMPENSATION 20WBAT8HZZ	06/20/2024 06/20/2025 X PER OTHER
AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE	STATUTE
	E L. EACH ACCIDENT \$1,000,000

Mandatory in NH) yes describe under ESCRIPTION OF OPERATIONS below rime incl3rdPart						
						\$1,000,000
					EL DISEASE POLICY LIMIT	L
		PHSD1801428			\$5,000,000 per occu	
ech E&O/ Cyber		04-505-43-52	05/01/2024	05/01/2025	\$5,000,000 ea claim/	Agg
PTION OF OPERATIONS / LOCATIONS / V	EHICLES (ACOI	RD 101, Additional Remarks Sc	hedule, may be attached if n	nore space is requ	uired)	
S Tech E&O / Cyber						
er: ARCH Insurance Compa	ιγ					
y Number:NPL0068808-01						
tive Dates: 05/01/2024- 05/0	/2025					
: Each Claim/Aggregate \$5,	000,000					
Attached Descriptions)	·					
FICATE HOLDER			CANCELLATION			
Service Department			THE EXPIRATIO	ON DATE TH	EREOF, NOTICE WILL E	
			AUTHORIZED REPRE	SENTATIVE		
				91988-2015 A	CORD CORPORATION.	All rights reserved.
D 25 (2016/03) 1 of 2	The ACOR) name and logo are re	distered marks of AC	ORD		
#S14958133/M14056539					JJMVP	
	DESC	CRIPTIONS (C	Continued fro	om Page	e 1)	
	S Tech E&O / Cyber er: ARCH Insurance Compary y Number:NPL0068808-01 tive Dates: 05/01/2024- 05/01 : Each Claim/Aggregate \$5,4 Attached Descriptions) FICATE HOLDER City of Franklin, Infor Service Department 9229 W. Loomis Road Franklin, WI 53132	S Tech E&O / Cyber er: ARCH Insurance Company y Number:NPL0068808-01 tive Dates: 05/01/2024- 05/01/2025 : Each Claim/Aggregate \$5,000,000 Attached Descriptions) FICATE HOLDER City of Franklin, Information Service Department 9229 W. Loomis Road Franklin, WI 53132 D 25 (2016/03) 1 of 2 The ACORE #S14958133/M14056539	S Tech E&O / Cyber er: ARCH Insurance Company y Number:NPL0068808-01 tive Dates: 05/01/2024- 05/01/2025 : Each Claim/Aggregate \$5,000,000 Attached Descriptions) FICATE HOLDER City of Franklin, Information Service Department 9229 W. Loomis Road Franklin, WI 53132 D 25 (2016/03) 1 of 2 The ACORD name and logo are read	S Tech E&O / Cyber er: ARCH Insurance Company y Number:NPL0068808-01 tive Dates: 05/01/2024-05/01/2025 : Each Claim/Aggregate \$5,000,000 Attached Descriptions) FICATE HOLDER CANCELLATION City of Franklin, Information Service Department 9229 W. Loomis Road Franklin, WI 53132 D 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACC #S14958133/M14056539	S Tech E&O / Cyber er: ARCH Insurance Company y Number:NPL0068808-01 tive Dates: 05/01/2024- 05/01/2025 : Each Claim/Aggregate \$5,000,000 Attached Descriptions) FICATE HOLDER CANCELLATION City of Franklin, Information Service Department 9229 W. Loomis Road Franklin, WI 53132 AUTHORIZED REPRESENTATIVE ####################################	S Tech E&O / Cyber er: ARCH Insurance Company y Number:NPL0068808-01 tive Dates: 05/01/2024 - 05/01/2025 : Each Claim/Aggregate \$5,000,000 Attached Descriptions) FICATE HOLDER City of Franklin, Information Service Department 9229 W. Loomis Road Franklin, WI 53132 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CA THE EXPIRATION DATE THEREOF, NOTICE WILL E ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE F#1&R I: KAMUICA 0 1988-2015 ACORD CORPORATION. A D 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD

2nd XS Tech E&O / Cyber Carrier: AXIS Reinsurance Company (Canada) Policy Number: CTN/666876/01/2024 Effective Dates: 05/01/2024- 05/01/2025 Limit: Each Claim/Aggregate \$5,000,000

The Cyber and Technology Errors & Omissions policies 04-505-43-52 (AIG), NPL0068808-01 (Arch) and CTN666876/01/2024 (Axis) were placed by Marsh Canada Limited. Marsh & McLennan Agency LLC has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

SAGITTA 25 3 (2016/03) 2 of 2 #S14958133/M14056539

•

Response to: City of Franklin

Request for Proposal: 2025-IT-003 - Exchange 2010 Migration to Exchange Online







Submitted By: Abigail Kalupa, Account Executive Address: N57W39605 State Road 16, Oconomowoc, WI 53066 Phone: 262.212.9618 Email: Abigail.Kalupa@convergetp.com Docusign Envelope ID 9A52CCE1-AEC6-41E6-B7E6-66049132F6F9



April 18, 2025

James Matelski Director Information Services City of Franklin Information Service Department 9229 W. Loomis Road Franklin, WI 53132

Re: Request for Proposal (RFP) # 2025-IT-003- Exchange 2010 Migration to Exchange Online

Dear Mr. Matelski,

Paragon Development Systems (PDS), a Converge Company is pleased to submit our response to City of Frankling's Request for Proposal (RFP) for Exchange 2010 Migration to Exchange Online. Our response was prepared with helping the City of Franklin to enhance their IT infrastructure, security, and operational efficiency through a comprehensive initiative involving multiple workstreams collectively. The key components include Active Directory buildout, M365 security implementation, and Exchange migration.

In 2022, PDS was acquired by Converge Technology Solutions US, LLC (Converge), enhancing our ability to serve our customers. This strategic partnership amplifies our offerings, integrating PDS' decades of expertise with Converge's comprehensive portfolio and global reach. For our clients, this translates to access to a broader spectrum of innovative technology solutions, deeper technical expertise, and a robust support system. Together, we are better positioned to address the unique needs of your team, offering scalable, secure, and cost-effective solutions that drive success.

In closing, our core capabilities span networking, security, cloud, business continuity, Al, analytics and professional services for a complete end-to-end solutions experience. It is our sincere hope that you find our proposal compelling, and at minimum, worthy of further investigation.

Should you require additional information or have any questions, please do not hesitate to contact me.

Sincerely,

Abigail Kalupa Account Executive Abigail.Kalupa@convergetp.com

Signed by: Karen Smallwood Karen Smallwood (Authorized Signatory) Director, Contracts & Compliance



Table of Contents

A. Company Background & Experience	1
B. Technical Proposal & Approach	
C. Cost Proposal	
D. Legal Documents	
E. Appendix/Portfolio	14
F. Additional Services	
G. Provisions	
Attachments	
Attachment 1 – Sample Resumes	
Mıcrosoft Cloud Engineer	
Enterprise Messaging Consultant - Digital Workplace	
Delivery Engineer – Digital Workplace	
Delivery Engineer - Digital Workplace	24
Attachment 2 – Certificate of Insurance	

Confidentiality Notice: This document may contain non-public, confidential information and shall neither be disclosed outside of Customer nor be duplicated, used or disclosed in whole or in part by Customer except to evaluate the services described herein or as provided by applicable law, including without limitation as may be required to respond to FOIA requests. This restriction does not limit the right to use the information contained in this document if it is obtained from another source without confidentiality restrictions.

Please Note. It is our full intent to hold pricing firm until the end of the contract term but given recent developments in global trade policies and the potential tariffs, we would like to bring to your attention that materials and imported goods may be subject to higher costs and impact the supply chain that may impact pricing. We are committed to transparency and will ensure you are kept informed of any price adjustments as soon as they are identified.

Exchange 2010 Migration to Exchange Online



A. Company Background & Experience

A. Provide at least three references for similar work. Governmental references are preferred.

Just as we will treat City of Franklin business with the highest confidentiality, and due to current NDAs in place with our clients, we cannot provide references at this stage of the process. However, if City of Franklin would like to speak with our past and current clients prior to award, we will work with City of Franklin to arrange introductions with our clients on a one-on-one basis to discuss our work and past performance with clients of like size and similar scope.

Reference #1

Customer: City of Guelph

Project Description: The City was looking to modernize the management of its Windows computer endpoints and leverage the new management solution to deploy Windows 11 across the City's Windows device fleet. This included planning, design, and implementation of a Microsoft Entra Hybrid joined Co-managed Windows Management solution with Autopilot, BitLocker, Remote Help, and Local Administrator Password Solution (LAPS).

Converge worked with the City to analyze the current environment, come up with a detailed project plan including a list of dependencies, and from there was able to provide a M365 Architect to configure all aspects of the solution including:

- Planning & Execution of Tenant Attach
- Review of Group Policies and transition plan to Intune
- Configuration of Autopilot Scenarios
- Creation of Intune Windows Policies
- Configuration of Microsoft Office Apps Policies
- Configuration of Windows Update Rings through Intune
- Configuration of Intune to Deploy Windows 11 on existing Windows 10 Entra deployed devices
- Implementation of LAPS
- Creation of Intune Windows Apps

The Converge architect worked alongside the City to implement these features while providing knowledge transfer along the way.

Reference #2

Customer: Netherland Sewell

Project Description: Converge brought its vast experience with Office365 and Microsoft Exchange to create an effort where the team will evaluate, architect, implement and migrate the existing on premises Exchange environment to an Office365 environment. The DW SA team came together with the client and was able to discover, propose and execute a SOW inside of 7 days.

B. A brief biography of the engineers or team that will be performing the Active Directory migration. Certified professionals are preferred.

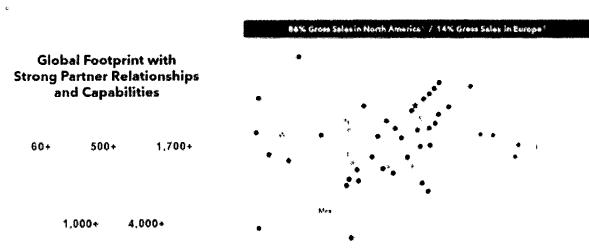


Our resources will be assigned to this engagement at the time of contract award and are available based on the timeline and scheduling of the project. We maintain a strong team of technical resources who have the skillset and background to support this opportunity. Please see Attachment 1 for Sample Resumes.

C. Describe your firm (size, location, staffing level, longevity, etc.).

Converge Technology Solutions US, LLC ("Converge") is a services-led, software-enabled IT & Cloud Solutions provider that delivers industry-leading solutions. Converge's global approach delivers advanced analytics, artificial intelligence, application modernization, cloud platforms, cybersecurity, digital infrastructure, and digital workplace offerings to clients across various industries. Converge supports these solutions with advisory, implementation, and managed services expertise across all major IT vendors in the marketplace. This multi-faceted approach enables Converge to address the unique business and technology requirements of all clients in the public and private sectors.

Converge consists of 35 entities, including PDS, that make up our organization's diverse portfolio of companies. This structure allows Converge to have a wide-reaching team and deep, ever-expanding solutions and services capabilities. An overview of Converge's structure and portfolio of companies can be found here: <u>Our Story (convergetp com)</u>



Converge Breadth & Depth

Our goal is to provide a trusted partner that brings together world-class solutions and services to help reduce costs, increase efficiency, and create competitive advantages.

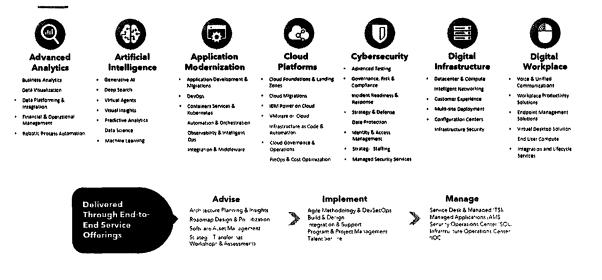


Converge Solutions & Services

- Advanced Analytics: Utilizing mathematical and statistical methods, we provide clients with intelligent insight into their data and enable enterprises to forecast trends, predict future behavior, and better navigate toward success.
- Artificial Intelligence (AI): Unlock scalability for your operations, empower your team, and redirect focus to tasks that demand human expertise let the robots handle the rest.
- **Application Modernization:** Updating older software for newer computing approaches, including newer languages, frameworks, and infrastructure platforms, we deliver improved performance and security for modern applications.
- **Cloud Platforms:** Multifaceted cloud Solutions enable the adoption of new strategies and approaches that embrace Cloud technologies and evolve how clients save, store, and access data.
- **Cybersecurity:** Offering defense tools, risk management approaches, technologies, end-user training, and best practices, Converge tailors solutions to protect critical networks, infrastructure, devices, applications, cloud platforms, and data from attacks or unauthorized access.
- **Digital Infrastructure:** Delivering applications through secure, mobile, reliable access, we enable clients to achieve enhanced business outcomes. Digital transformation is the core tenet of Converge's approach to digital infrastructure.
- **Digital Workplace:** We help deliver IM, email, file collaboration, voice and video collaboration, end-user management, and subscription services so that you can work securely, collaboratively, and productively from anywhere.

Through our Full Spectrum of Services, we "AIM" to support these solutions with advisory, implementation, and managed (AIM) services expertise across all major IT vendors in the marketplace. This multi-faceted approach enables Converge to address the unique business and technology requirements for all our clients both in the public and private sectors.

AIM - Vertically Integrated Set of Solutions





B. Technical Proposal & Approach

A. Provide an estimated GANTT chart of expected project timelines based upon the provided information.

Following this page, please find estimated GANTT chart.

Workstream 1 New Active Directory Buildout and Object Migration with Windows Server OS Upgrade

ł

New Azikee Durckey, Buildout and Object Magzalen with Windows Server OS Uppade	CTS	*	92/29	52,848
E acuta SOV(s) / Resource-Ausignment	CTS PMD	đ	\$261.5	\$200.5
Project Victor, Prevensieles, Access	CTS PAO'Consultant	£	92/29	974722
Discovery of Environment (Adrine Directory DS, DMS, DMS), sanddinae Windows Sonvers for migration or upgrade	CTS Consulant	đ	92/2/9	92/949
Proprietatione new Windows Server incoress	CTS Consulant	Ś	9269	\$2(51.0)
Depty and configure Active Directory Domain Services with integrated DNS (4)	CTS Consulant	đ	9269	61325
Depty new DHCP Servers and createringuate pools pe Okret requirements (2)	CTS Consulant	đ	5269	STUR
للجلام معد المدشع لاء مغاشتهم ومغيثهم العماده حلموضها محد كحنه الجزاء ومجتمع واءلك	CTS Consultant	đ	9269	613/25
husd and configue theoreoft Eries Cannes (2) juctiveStandbyl, Eries Churd Spic (1), and AD theath Mondoing agonts (4)	CTS Consulant	£	92/6/9	\$2151-9
Pressene new Excitange triperio Estivo Senes (1)	CTS Consultant	Ś	enarza	91325
huiail SXL Serve: 2022 and configure new SXL Serves instances [2]	CTS Consident	£	6/16/25	\$2002/9
Depicy and configure new MDEB and MPB instance for RADINS (1)	CTS Consultant	đ	61625	92028
Opply and configure new Terminal Server and RDP host server (1)	CTS Consulant	đ	6/16/25	6/20/25
Presers Source and Destraikon AD Forest and Domains for object naisy taken	CTS Consulent	£	92/9L/9	92029
Proprie Windows Server Inst. Insuli Quest (OM+VD, and dealor agents to in-scope Computers and Servers	CTS Consultant	క	92/91/9	52/02/9
Opply new IT Management serves	C75 Consulant	ŝ	\$231/8	62025
Papulate Security Groups and User Objects with Password Swc.	CTS Consulant	£	92328	927725
Mgy administration Sorvice and interim and objects (use objects)	CTS Consulant	ŝ	\$20219	921129
Magae Uso Non-Interactive screen (5) iss provided	CTS Consulant	f	92529	827/25
kky are core sportation serves (such days SOL. DC. Extrange at serves to be decommissioned) (~37.42)	CTS Consulant	ś	\$215219	SZNUZ
Mayzee Computer and active User AD andless (-7264)	CTS Consulant	ŧ	6/30/25	578111
Myssie Fie Servers (4) and nationals status (29) I-10 TB of Dicks	CTS Consulant	đ	52/81/1	871/28
Upgrade Windows Serve 2012 Instances to Windows Server 2019 or Windows Server 2005 # unponeed (s)	CTS Consulant	£	71425	STITES
Addravel configuration or insystem related buildest inding. Microsoft at Oversi Support Kickel management at administrative support	CTS Consulant	g	1114/25	62.51A
Finalize de Bud Documentation, Constant Nombelge Transfer sessions, and Documentation review cassion	CTS Consulant	ŝ	8425	848425

Workstream 2: M365 Security + Intune (Basic) + Helto for Business w/ FIPS: YubilKey

				ом. ком. м. м									
52/11/2	5/23/25	5/30/25	6/6/25	6/6/25	6/6/25	816/25	8/6/25	8/8/25	61325	8/23/25	52/6/1	7/11/25	
6/2/25	5/19/25	5/26/25	92229	62/25	612/25	92/29	92129	62/25	6/3/2/5	92/6/9	6/23/25	70725	
*0	%O	8	%	đ	5	ŝ	%o	*0	*	*0	*0	8	
CTS	CTS PMO	CTS PMO/Consultant	CTS Consulant	CTS Consulent	CTS Consulant	CTS Consulant	CTS Consulant	CTS Consulant	CTS Consulant	CTS Consulant	CTS Consulant	CTS Contulent	
AG85 Security + Inture (Basic) Holdo tr Backness w FPS YubWey	Exercule SOWIS/ Platouries Audigmment	Project Kickoff, Peregussier, Access	Discovery of Environment (Microsoft 365 GCC Tenard, Aprile Directory)	Configure Microsoft Erinz Connect (Mußblinged in new AD Forest and Damian) for Hybrid-join, Modern Anthredendon and Parsward Wridehack	Configure Eritra (D for Plasswordtas) Authentication with Windows Heldo for Bachcess, Hardware baker (NotKicy), and Certificate Etased Authentication	Configue Inture. Envia ID, and Active Directory for Windows Austrnatic excellment	Configure and Solf Service Password Winebook (SSPR)	Canfigure and test Conditional Access pairbas	Test and validate hardware based token and Centificate Based Authentication	Plus Enrolment (Clent to issue hubitops FPS to users)	Production Enclament (Client is issue YooXees FPS to usen) and CA Policy Entocornant. Nonitor and Adrinistrative Support	Finaliza A+ Bult Dosumerization. Conduct Nonowedge Transley sessions, and Documentation review session	

TASK

ASSIGNED TO PROGRESS START END

Worhstream 3: Exchange 2010 to Exchange Online GCC Migration					
E estança: 2010 lo Exchange Onine Migration	CTS	ŝ	6025	5211/2	
Execute SOM(1) / Resource Assignment	CTS PWD	Ś	92/8L/S	SCRUS	
Proped Kataki, Provensidira, Access	CTS PARTICONSULISAN	£	6.9/25	61325	
Oncovery of Environment (Active Directory Microcolt 365 OCC Foreast, Exchange 2010 Server)	CTS Consulant	É	9269	87176	
Preparts Macrosoft 355 GGC International Excitoringie Outlines	CTS Consulant	đ	9269	52/21/9	
Establich Eucharge Hydrid Organization fin new Active Devictory Forest)	C1S Consultant	đ	92619	82/01/28	
Propert Migration lash, teta projecta and establish connections to environments (NDSG GGC Terrard and Euclarys: 2010)	CTS Consulant	É	92/6/9	92/21/9	
Migrate Distribution Groups (75) and mail-evented Security Groups (221) to MO66 and modernice management	CTS Consulant	8	92/91/9	6/20/26	
Migrate Public Calenders in Microsoft 355 Greater or Terms (9)	CTS Consulant	5	6/16/25	82,02,8	
Prepare Migration took, state projects and stabilish connections to environment: (MGRS CCC Forest and Enchange 2018)	CTS Consulors	É	6/16/25	9/2/0/2/9	
Perform Pilos Habitos Migrations (10.53)	CTS Consultant	đ	616/26	6/20/26	
Pertem Production Natifics Meridian (remaining, up to -256)	CTS Consulant	đ	92729	5261	
Britoria Candiberal Access	CTS Consultant	ŧ	673/25	\$2/01	
Prosider de Buik Documentation. Conduct Monohoge Transfer sessions, and Documentation review session	CTS Consulant	ŝ	\$2111	5211/2	
Other					
Windows 11 (Deadres 10/142025)	DW Resource	s	92/51/1	10/14/25	
htter new news ABOVE first one					

auž 2026 – Junij 2029 Junij 2020 – Junij 2026 – Juniz 2026 – Juniz 2026 – Juni 2025 – Juli 2025 – Juli

the second set of second second

TASK

Page 2 of 2



B. Describe any tools or applications that may be used for the migration or analysis.

Quest On Demand Migration (ODM) is a leading Active Directory and Microsoft 365 migration tool

Quest On Demand (ODM) Migration Suite will be utilized for both Active Directory Object migration and Exchange 2010 to Exchange Online GCC mailbox migrations,

https://www.quest.com/products/on-demand migration/

On Demand Migration Suites				•
	T3	T5	77	Add-On
Azure Users and Groups	~	1	~	
Exchange Online	~	~	~	
OneDrive	~	~	~	
SharePoint Online	~	~	~	
Microsoft Teams & Groups	~	~	~	
Power BI	~	~	~	
Active Directory & Entra ID (Device) Migration Note 8 21		1	1	
Directory Sync (Note = & 2)		~	~	
Domain Rewrite (Note 2)			~	
Domain Move (Note 1 & 2)			~	
Microsoft Teams Chat Add On				~
Hybrid Exchange (Note 2				1

- Quest ODM M365
- Exchange Hybrid

C. Cost Proposal

A. Estimated consulting hours needed for assessing the environment

Microsoft 365 Readiness Assessment and Migration Planning - \$7,500

B Fixed cost or hourly estimated of consulting hours needed for the completion of the project.

		Phase	Hours
		Phase 1 - Planning	18-22
		Phase 2 - Preparation	8-10
		Phase 3 - Configuration	22-27
		Phase 4 - Pilot Testing	8-10
Phase 6 - Knowledge Transfer Estimated Project Hours	<u>11-14</u> 125-154	Phase 5 - Production Migration	58-71

Microsoft Exchange 2010 to M365 Exchange Online GCC Migration Fixed Cost: \$40,000 – Labor Only

C. Cost of any additional equipment or tools

Quest ODM – M365 is included in Quest ODM T5 suite which is what is being proposed in this project and the Windows Server 2025 Active Directory Migration and Server Upgrade project. License is valid for one year from date of purchase

Following this page, please find quote.

PDS, N57 Dock Oconomov	a converge company	∎pds	A Convers W39605 Hwy Wisconsin 53066	ge Company 16	State Apr	15 2025 12 22 PM CDT Date	Expiration Date 05/29/2025
United (P)		DNVERGE COMPANY			Apr Quote 2352754	17 2025 PM CDT #	04 09 rev 1
					Description Quest	Licenses for Migration Tiffar	O365 Iy
					(P) Customer Matelski (P) JMatelski@	651-707-1825 r Contact Jame 414-858-1100 §franklinwi gov	S
Custome City Matelski 9229 Franklin United (P)	r of Franklin (003235) James W Loomis Rd WI 53132 States 4148581100	Bill 9229 Franklin United (P)	To W Loomis Rd WI 53132 States 4148581100	Ship To Receiving Shipping 9229 W Loomis Rd Franklin, WI 53132 United States 3757193	Terms.	Payment Meth Purchase C	
Custome Special	er PO: Instructions:			Terms: Purchase Order (Net	•	lp Via: dEx Ground rrler Account	#.
ž.k	1. 1 (). Q			¥ **	بر مراجع الم	۹.Ť ž	
1	On Demand 24/7 Quest -	Migration Suite pds # [.]	T5 SAAS 363108 Note	Sub BNQ-QOD-SAAS-247	317	\$39 84	\$12 629 28
		N	NGLE IIGRATED USER		I SUI SUBSCRIPTIO	N	PER Total· \$12,629 28

Terms	and	Condition	5											
Unless	a parties	specific this		Services is		Product to	Sales the	Agreement PDS	is Terms	ín and	effect Conditions		the can	be
reviewed	at	https //www	v shoppds.c	om/termsof			•				00//40/00		our.	50
Please	note	that	shipping	and	tax	amounts	are	estimates.						
Purchases	made the	with time	a of	credit invoicing	card	may	incur	а	3 5%	Convenien	ce	Fee	applied	at
PDS	has rapid and to	been and both honor	informed unannoun U.S the	by ced and pricing	multiple fluctuation foreign quoted,	technolog is tariffs. however	y due Pricing we	is	irers various fluid, unable	that factors, PDS to guarant	will	component	availability	to /, effort the

2025-IT-003 - Exchange 2010 Migration to Exchange Online

expiration	date.	This	circumsta	nce	is	not	unique	to	PDS;	it	is	а
pervasive	issue	within	the	industry.								
you	have	questions	please	contact	your	sales	representa	tive				

D. Legal Documents

if

An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.

Karen Smallwood (Authorized Signatory) Director, Contracts & Compliance

John Miller (Authorized Signatory) Regional Vice President, Sales, North Central



E. Appendix/Portfolio

Proposing firms may provide a portfolio of work as an attachment or via a web link to highlight the organization's past work as it applies to these proposed services. This section may also provide any additional information regarding the firm's qualifications or methods relevant to these services

None at this time.



F. Additional Services

The proposing firm can propose additional service offerings as part of an alternate quote. However, the basic proposal must include all stated requirements listed herein.

Converge/PDS offers a comprehensive suite of services around Microsoft Entra ID, Microsoft Intune, Microsoft 365, on-premises Active Directory, Azure Government, and server migration. Our offerings are designed to enhance your IT infrastructure and security while ensuring seamless integration and management. Here are the key services we provide:

Digital Workplace: We offer solutions to enhance productivity and collaboration, including Microsoft 365 Copilot Readiness, Purview QuickStart, and endpoint management. Our digital workplace services ensure a seamless and secure user experience.

Microsoft Entra ID: We deliver identity and access management solutions, including Conditional Access, Multi-Factor Authentication (MFA), Single Sign-On (SSO), and Privileged Identity Management (PIM) to ensure secure and streamlined access to resources.

Microsoft Intune: Our services encompass Intune implementation, adoption, and concierge support, ensuring smooth device management and compliance with security policies. We also offer Intune Readiness Assessments to optimize your environment.

Microsoft 365: We provide end-to-end support for Microsoft 365, including security implementation, Exchange migration, and ongoing managed services. Our team of Microsoft-certified experts ensures robust data protection and operational efficiency.

Azure Government: Our services include migration and management of workloads to Azure Government, ensuring compliance with regulatory requirements and leveraging the security and scalability of Azure.

Server Migrations: We offer comprehensive server migration services, including planning, tool selection, implementation, and adoption roadmap. Our experts ensure a smooth transition with minimal disruption to your operations.

In addition to these core services, Converge/PDS excels in the following practices:

Cloud: We provide cloud strategy, migration, and management services to help organizations leverage the benefits of cloud computing. Our cloud experts ensure optimal performance, scalability, and cost-efficiency.

Cyber Security: Our cyber security services include threat detection and response, vulnerability assessments, security audits, and compliance management. We help organizations protect their data and systems from cyber threats.

By leveraging these services, Converge/PDS empowers organizations to maximize their capabilities, safeguard their assets, and drive business success with confidence.



G. Provisions

All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin.

PDS has reviewed and confirms.



Attachments

Attachment 1 – Sample Resumes

Attachment 2 – Certificate of Insurance



Attachment 1 – Sample Resumes

Microsoft Cloud Engineer

Summary

Resource is a Microsoft Cloud Engineer - Azure at Converge Technology Solutions, providing highlevel consulting services to customer primarily in field of Microsoft Technologies. Resource specializes in M365 and Microsoft Endpoint Manager. Before joining Converge, Resource worked with a Global education system providing guidance and assistance in Microsoft Endpoint Manager, Microsoft 365, Security, Compliance, Azure AD, and On-prem/Virtual Windows Servers/Computers. Resource has 10 years of experience working IT field. Resource is based out of Hoboken, New Jersey area.

Specialty Areas

- Microsoft Endpoint Manager (Intune)
- M365
- Exchange
- Exchange Online
- Microsoft 365 General
- Security/Defender for Microsoft 365
- SSO
- SCCM
- MFA
- Azure AD including Azure AD Connect
- On-prem Active Directory
- AvePoint
- ProofPoint
- Mimecast
- SkyKick
- Powershell

Major Accomplishments

- Worked with a manager service provider involving migrations from tenant to tenant to Microsoft 365, One Drive, Exchange from industries like Marketing, Lawyer Firms, Healthcare, Education and Retail.
- Deployed security products like Proofpoint, Smash, Knowb4 deploying and managing product from A-Z
- Administered Mobile Device Management, MFA, Conditional Access Policies, OneDrive, Azure AD Connect, licensing, Azure Roles, DLP policies, Microsoft 365 and security groups, email transport rules, dynamic membership and automatic license assignment
- Provided ongoing support for a major global education company covering Canada, North America and Caribbeans. Responsibilities included administration of Active Directory, Windows Servers, Microsoft 365, Microsoft Endpoint Manager, Exchange Online, DNS, DHCP, MFA, Enterprise Applications, SSO, Barracuda and more..
- Proficient in managing users and devices in Microsoft Endpoint Manager, deploying endpoints, and setting up mobile device management while managing, creating & testing



Configuration profiles, Compliance policy, and Conditional access policies

Euucation and Training		
Academic Education	Institution	
Fintech Bootcamp	Rutgers University	
BS Computer Science	Dominican College	

Certifications	Year
Microsoft Certified: Azure Administrator Associate	2022
AWS Certified Developer – Associate	2021
AWS Certified SysOps Administrator – Associate	2020
AWS Certified Solutions Architect - Associate	2020
Cisco Certified Network Associate Routing and Switching (CCN, Routing and Switching)	A 2017
CompTIA Network+ ce Certification	2017
AWS Certified Developer – Associate	
AWS Certified SysOps Administrator – Associate	2020



Enterprise Messaging Consultant - Digital Workplace

Summary

Resource is an Enterprise Messaging Consultant - Digital Workplace at Converge Technology Solutions, providing high-level consulting services to customers primarily in the field of Exchange, Microsoft 365 and Active Directory. Resource also provides guidance and assistance in Azure AD, and On-prem Windows Servers, Veeam and VMware. Previous to joining Converge, resource served in the United States Air Force for 10 years. Resource is based out of the Raleigh, North Carolina area.

Specialty Areas

- Exchange
- Exchange Online
- Microsoft 365 General
- Active Directory Migrations
- Malware restoration and rebuild
- Azure AD including Azure AD Connect and ADFS
- On-prem Active Directory

Major Accomplishments

- Delivered over 150 on-prem exchange migrations
- Delived over 60 Microsoft 365 migrations
- Performed 20 malware/randsomware recoveries due to domain encryption
- Migrated the largest community college in N.C. to Microsoft 365
- Performed 23 Microsoft 365 tenant-to-tenant migrations

Academic Education	Institution
Associates – Computer Information Systems	Community College of the Air Force

Certifications	Year
MCITP: Exchange 2010,2013 Enterprise	August 2014
MCSE: Server 2008,2012 Active Directory/administration	April 2013
MCSA: Server 2008,2012 Active Directory server	October 2013
MCITP: Exchange Server configuration	March 2011



Delivery Engineer – Digital Workplace

Summary

Resource is a Delivery Engineer at Converge Technology Solutions, providing high-level consulting services to customers primarily in the field of Microsoft 365, with a heavy focus on Migrations, Mergers, Acquisitions, and Divestitures. Resource also provides guidance and assistance in Exchange, SCCM, Intune, Azure Virtual Desktop, Windows 365, Security, Compliance, Azure AD, and On-prem Windows Servers/Computers. Resource worked as a consulting engineer/architect for 15 years across many different firms. Resource is based out of the Baton Rouge, Louisiana area.

Specialty Areas

- Exchange & Exchange Online
- Microsoft 365 General
- SCCM & Intune
- Hyper-V & SCVMM
- Windows Clustering
- Security/Defender for Microsoft 365
- Compliance/Purview for Microsoft 365
- Entra ID including Entra ID Connect and ADFS
- Azure Virtual Desktop
- Windows 365
- Azure laaS migrations (file servers to Azure files, etc.)
- Mergers, Acquisitions, Divestitures across Active Directory and M365
- On-prem Active Directory

Major Accomplishments

- Migrated and merged Microsoft 365 tenants for seats ranging up to 50,000+ for customers across the globe for the past 8 years
- Developed and implemented numerous PowerShell scripts to migrate Active Directory and M365 environments that were completely disconnected from each other.
- Rescued the City of New Orleans's Exchange environment after an accidental SAN deletion took down the entire environment, saving thousands in potential damages and downtime
- Merged 4 hospital systems into 1 in the Greater New Orleans area, spanning systems of Active Directory, Exchange, SCCM, Office 365 (now M365) and Lotus Notes
- Assisted in the rescue and recovery of the Baton Rouge Water Company's entire network after a ransomware attack thanks to years of design and building of their disaster recovery architecture.

Academic Education	Institution
Associates in Occupational Studies - Information Technology	ITI Technical Institute



Certifications	Year
Microsoft Certified: Azure Vırtual Desktop Specialty	12/29/2021
Microsoft 365 Certified: Administrator Expert	6/8/2020
MCSE: Productivity Solutions Expert	5/28/2019
MCSE: Core Infrastructure	5/28/2019
MCSA: Windows Server 2016	5/28/2019
Microsoft® Certified Solutions Expert: Productivity Charter Member	9/25/2016
Microsoft® Certified Solutions Expert: Cloud Platform and Infrastructure Charter Member	9/25/2016
Microsoft® Certified Solutions Expert: Private Cloud	12/10/2015
Microsoft Specialist: Windows 7, Enterprise Desktop Support Technician	11/30/2015
Microsoft Specialist: Windows 7, Configuring	11/30/2015
Microsoft® Certified Solutions Associate: Office 365	6/30/2015
Microsoft [®] Certified Technology Specialist: Administering and Deploying System Center 2012 Configuration Manager	12/16/2014
Microsoft® Certified Solutions Expert: Messaging	6/30/2014
Microsoft® Certified Solutions Expert: Server Infrastructure	12/23/2013
MCSA: Windows Server 2012	8/22/2013
Microsoft Certified Professional	8/22/2013
Microsoft® Certified Technology Specialist: Windows Server 2008 R2, Server Virtualization	4/19/2013
Microsoft® Certified Technology Specialist: Windows Server 2008 Applications Infrastructure, Configuration	8/16/2012
Microsoft® Certified Solutions Associate: Windows Server 2008	4/15/2012
Microsoft® Certified Technology Specialist: SQL Server 2008, Implementation and Maintenance	1/31/2012
Microsoft® Certified IT Professional: Enterprise Desktop Support Technician on Windows 7	2/8/2011



Microsoft® Certified Technology Specialist: Windows Server 2008 Network Infrastructure, Configuration	3/19/2010
Microsoft [®] Certified Technology Specialist: Windows Server 2008 Active Directory, Configuration	10/30/2009
CompTIA A +	01/15/2009
Quest - ODM for M365 Implementation	12/22/2022
Quest - ODM for Domain Move Implementation	12/21/2022
Quest – ODM for Active Directory Implementation	8/16/2022

Professional Societies	Member Since
Baton Rouge IT User Group (BRITUG)	2010



Delivery Engineer - Digital Workplace

Summary

Resource is a Delivery Engineer - Digital Workplace at Converge Technology Solutions, providing high-level consulting services to customers primarily in the field of Exchange. Resource also provides guidance and assistance in Microsoft 365, Security, Compliance, Azure AD, and On-prem Windows Servers/Computers. Previous to joining Converge, resource worked at Microsoft for 9 years as a Support Esclation Engineer and as a Customer Engineer for Microsoft 365 and on-prem Exchange. Resource is based out of the Dallas, Texas area.

Specialty Areas

- Exchange
- Exchange Online
- Microsoft 365 General
- Security/Defender for Microsoft 365
- Compliance/Purview for Microsoft 365
- Azure AD including Azure AD Connect and ADFS
- On-prem Active Directory

Major Accomplishments

- Delivered Security Optimization Assessments for Microsoft 365 Tenants to help customers improve their security posture for their tenants for the past 3 years
- Developed and implemented most of the troubleshooting, understanding, and demoing of Microsoft Bookings since it's initial release
- Was dedicated to 14 Financial Services Industry customers' exchange environments to help ensure their environments worked as needed with no issues
- I once rescued/recovered a mailbox for a government agency that I was later told saved lives
 - Successfully helped a customer move their Microsoft 365 Tenant to Multi-Geo setup
- Tested and implemented the merging of a resource and user forest as the resource force was moved to Microsoft 365

Academic Education	Institution
Bachelor of Science in Business Information Technology Option Computer Network Administration	Rogers State University

Certifications	Year
Microsoft 365 Certified: Security Administrator Associate	July 2019
MCITP: Windows Server 2008, Enterprise Administrator	November 2010



MCITP: Windows Server 2008, Server Administrator	July 2010
MCITP: Exchange 2010, Enterprise Messaging Administrator	March 2011
MCTS: Windows Server 2008 R2, Server Virtualization	January 2013

MCTS: Windows Server 2008 Active Directory	April 2010
MCTS: Windows Server 2008 Network Infrastructure	June 2010
MCTS: Windows Server 2008, Application Infrastructure	September 2011
MCTS: Windows 7, Configuration	November 2015
MCTS: Exchange 2010, Exchange Server 2010, Configuration	February 2011



Attachment 2 – Certificate of Insurance

Consultant shall maintain insurance coverage as required and identified in Exhibit A "Insurance" document (page 16).

- 1. If the Consultant cannot meet the minimum insurance requirements outlined within this RFP:
 - a. Provide a copy of the insurance currently carried and
 - b. Please estimate how much it would cost to attain the additional insurance required within this RFP.

PDS will maintain insurance as required and identified in Exhibit A "Insurance" document (page 16). Following this page, please find sample certificate of insurance.



Client#: 649698

CONVEACQUI

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER O CERTIFICATE DOES NOT AFFIRMATIVELY OR THIS CERTIFICATE OF INSURANCE DOES NO REPRESENTATIVE OR PRODUCER, AND THE IMPORTANT: If the certificate holder is an ADD	REGATIVELY AMEND, EXT T CONSTITUTE A CONTRAC CERTIFICATE HOLDER	END OR ALTER TH CT BETWEEN THE	E COVERAG ISSUING INS	E AFFORDED BY THE P SURER(S), AUTHORIZED	OLICIES BELOW.
SUBROGATION IS WAIVED, subject to the ten certificate does not confer any rights to the ce	ns and conditions of the po	licy, certain policie	s may requir	e an endorsement. A sta	tement on this
PRODUCER		CONTACT NAME	Ranee K		
Marsh & McLennan Agency LLC		Mannion			
11330 Lakefield Drive		PHONE 770-29 (A/C, No, Ext)	95-1008	FAX (A/C, No)	
Suite 100 Johns Creek, GA 30097-1508			Mannion@N	larshMMA.com	
301113 Cleek, GA 30037-1300		ADDRESS			NAIC #
		INSURER A Hartford	·		
INSURED				y Insurance Compan	29424 18058
PDS Holding Company		INSURER C Trumbul	··		27120
130 Technology Parkway		INSURER D AIG Insu			085727
Peachtree Corners, GA 30092				······································	
		INSURER E			
				REVISION NUMBER	
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED NOTWITHSTANDING ANY REQUIREM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLIC	MENT TERM OR CONDITION OF THE INSURANCE AFFORDE CIES LIMITS SHOWN MAY HA	DF ANY CONTRACT O D BY THE POLICIES WE BEEN REDUCED	DR OTHER DO DESCRIBED BY PAID CLA	CUMENT WITH RESPECT HEREIN IS SUBJECT TO	TO WHICH THIS
INSR TYPE OF INSURANCE ADDL SI LTR INSR W		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3
A X COMMERCIAL GENERAL LIABILITY	20UUNPB8809	06/20/2024	06/20/2025	EACH OCCURRENCE	\$1,000,000
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
				MED EXP (Any one person)	\$10,000
				PERSONAL & ADV INJURY	\$1,000,000
GE X PRO- X				GENERAL AGGREGATE	\$2,000,000
LAGGREGATE LIMIT APPLIES PER				PRODUCTS COMP/OP AGG	\$2,000,000
POLICYLOC					\$
OTHER					
	20UENEI6548	06/20/2024	06/20/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
X ANY AUTO				BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED				BODILY INJURY (Per accident)	\$
AUTOS ONLY X AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
					\$
A X UMBRELLA LIAB X	20RHUPB8432	06/20/2024	06/20/2025	EACH OCCURRENCE	\$11,000,000
EXCESS LIAB OCCUR					\$11,000,000
				AGGREGATE	
DED RETENTION \$10000		00/00/05-	00/00/2025	V DEP	\$
AND EMPLOYERS LIABILITY Y/N	20WBAT8HZZ	06/20/2024	06/20/2025	X PER OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE				EL EACH ACCIDENT	\$1,000,000

B D	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below Crime incl3rdPart Tech E&O/ Cyber	PHSD1801428 04-505-43-52			EL DISEASE EA EMPLOYEE \$1,000,000 EL DISEASE POLICY LIMIT \$1,000,000 \$5,000,000 per occur \$5,000,000 ea claim/Agg
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 1st XS Tech E&O / Cyber Carrier: ARCH Insurance Company Policy Number:NPL0068808-01 Effective Dates: 05/01/2024- 05/01/2025 Limit: Each Claim/Aggregate \$5,000,000 (See Attached Descriptions)					
CERTIFICATE HOLDER CANCELLATION					
City of Franklin, Information Service Department 9229 W. Loomis Road Franklin, WI 53132		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS			
			AUTHORIZED REPRES		
© 1988-2015 ACORD CORPORATION. All rights reserved.					
ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD #S14958133/M14056539 JJMVP					
DESCRIPTIONS (Continued from Page 1)					

2nd XS Tech E&O / Cyber Carrier: AXIS Reinsurance Company (Canada) Policy Number: CTN/666876/01/2024 Effective Dates: 05/01/2024- 05/01/2025 Limit: Each Claim/Aggregate \$5,000,000

The Cyber and Technology Errors & Omissions policies 04-505-43-52 (AIG), NPL0068808-01 (Arch) and CTN666876/01/2024 (Axis) were placed by Marsh Canada Limited. Marsh & McLennan Agency LLC has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

SAGITTA 25 3 (2016/03) 2 of 2 #S14958133/M14056539



April 18, 2025

James Matelski Director, Information Services City of Franklin 9229 W Loomis Road Franklin, WI 53132

1. Cover Letter

Subject Response to RFP # 2025-IT-001 - Active Directory Domain Migration

Dear Mr Matelski,

We are pleased to submit our proposal in response to your RFP for Active Directory Domain Migration At Secure Compliance Solutions (SCS), we understand the challenges and objectives outlined in your RFP and are confident in our ability to provide innovative solutions that align with your goals With 15 years of experience in Enterprise Scale System & Security Solutions, we are committed to delivering high-quality, cost-effective results We look forward to the opportunity to work with you

Sincerely, James W Studer Project Manager Secure Compliance Solutions



2. Executive Summary

Secure Compliance Solutions (SCS) is pleased to present this proposal in response to RFP #2025-IT-001 for Active Directory Domain Migration Services for the City of Franklin. With over a decade of experience in secure infrastructure transformations and enterprise-scale IT migrations, our team is uniquely equipped to deliver a successful domain migration aligned with your operational and compliance goals

Our approach is centered on delivering a fully routable, secure, and scalable Windows Server 2025 Active Directory environment. This solution will support the City's long-term strategy for Microsoft 365 adoption and Entra ID integration while meeting stringent regulatory standards, including CJIS and cybersecurity insurance requirements. Our team includes Microsoft-certified engineers and project managers who have led successful AD migrations for public sector clients and have deep expertise in multi-domain environments, group policy management, and enterprise access modeling.

Key differentiators of our proposal include

- Proven track record in government AD modernization and migration projects
- Adoption of the Microsoft Enterprise Access Model to enhance privileged access controls
- Integration of FIPS-compliant security practices, including LAPS and AES 256 Kerberos
 enforcement
- Consolidation and transformation of legacy AD objects to align with Franklin's naming and organizational standards

Our methodology combines comprehensive planning, secure configuration, detailed validation, and thorough documentation to ensure a seamless transition. We will work closely with the City's IT staff to support application transitions, account re-mapping, and user adoption throughout the migration process.

We are confident that our expertise, tools, and collaborative approach will provide the City of Franklin with a robust and secure Active Directory foundation that supports your cloud-first future SCS looks forward to the opportunity to serve as your trusted partner on this critical initiative

3. Company Overview

- Company Name Secure Compliance Solutions
- Founded July 31, 2015
- Headquarters 4415 Harrison St, Ste 406, Hillside, IL 60162
- Website <u>scsprotect</u> com
- Core Competencies
 - IT Support
 - o Cloud Advisory, Migrations, and Management
 - o Help Desk End User Computer Support
 - o Server & Data Storage Management

∾SCS

- o Data Backup Management
- o Network Management
- o Email Support
- o Mobile Devices Management MDM
- o Phone System Support
- o IT Vendor Management
- o Hardware, Software, & IT Procurement
- Cybersecurity
 - o 24x7x365 Security Operations Center Services
 - o SIEM Security Incident Event Management
 - o MDR Managed Detect and Respond
 - o Access & Identity Management
 - o Penetration Testing
 - o Vulnerability Scanning and Program Management
 - o IR -- Incident Response & Forensics
 - o Security Awareness Training
- Governance & Compliance
 - Consulting & Readiness for CMMC, NIST, CSF, ISO, HIPAA, Hi-Trust, SOX, SOC, GDPR Regulations
 - o IT Policy & Procedure Development
 - o Disaster Recovery & Incident Response Tabletop Testing
 - o Al Consulting
 - o VCISO Virtual Chief Information Security Officer Consulting

Mission Statement

To safeguard organizations through enterprise-grade cybersecurity solutions delivered with exceptional service, providing our clients with confidence that their company is protected with the highest security standards

Relevant Experience

We have successfully delivered similar Active Directory migration and infrastructure modernization services for several clients, including Kable Product Services, MVP Staffing, and Elite Engineering These engagements involved domain restructuring, deployment of modern Windows Server environments, implementation of secure authentication mechanisms, and integration with cloud services—closely aligning with the scope and technical objectives outlined in this RFP

Bios

Corey Sodes – Chief Technology Officer

Corey brings over 23 years of deep Information Technology and cybersecurity



expertise, specializing in secure system architecture, network design, and tactical IT solutions tailored to meet business objectives and rigorous compliance requirements. His extensive experience spans server technologies (Windows, Linux, VMware, Hyper-V), networking (Juniper, Cisco, Brocade), SAN solutions (EMC, IBM), and a full spectrum of security tools including SIEM, vulnerability scanning, PKI, SFTP/FTPS, and encryption protocols. Corey is recognized for his hands-on technical skill, strategic problem-solving, and a results-driven mindset that enhances enterprise security posture. His positive attitude and dedication to delivering optimal solutions make him an invaluable asset to any team.

• Maria Foss – Chief Operations Officer

Maria Foss brings a unique blend of technical leadership and business acumen to her role as Chief Operations Officer She holds an MBA and maintains both PMP and CISSP certifications, underscoring her expertise in project management and information security Maria also serves as Program Manager for client onboarding and internal coordination, leveraging her background in operational auditing to ensure the efficiency and effectiveness of SOC team communications and workflows Previously a Senior IT Project Manager, Maria, has successfully led complex initiatives such as data center relocations, Active Directory consolidations, vulnerability management programs, and the development of secure payment portals. She plays a critical role in client collaboration, particularly in the areas of vulnerability assessment, risk mitigation, and remediation planning

• Adam Nirenberg – Chief Commercial Officer

Adam Nirenberg's professional journey started at MCI in telecommunications His roles and responsibilities have increased over time in lockstep with the development of new technologies. Having worked for early-stage startups as well as large enterprises like Verizon, he knows how technology infrastructure, software, and service providers can be utilized with both success and failure Adam's experience includes assisting SMBs as a technology leader such as a CIO, helping them build the best technology infrastructures and teams. Currently Adam is the Chief Commercial Officer at Secure Compliance Solutions (SCS) and sits on the board of multiple non-profit organizations. SCS provides cybersecurity, governance and compliance services to clients.

• Jim Studer – Project Manager

Jim combines strong project management acumen with a robust background in IT operations. His experience supporting large-scale government projects has honed his ability to manage complex workflows and technical implementations with precision. Jim's dual exposure to public and private sector IT environments enables him to bridge communication and execution across diverse client types. At SCS, he oversees a range of projects including system migrations, firewall



deployments, and infrastructure modernization, contributing to scalable, wellstructured solutions

• James Prescott – Senior Systems Engineer

James holds a bachelor's degree in information technology and brings a diverse technical skill set across system administration, networking, virtualization, security, scripting, and infrastructure design. His background includes work with the Australian Federal Government, where he managed complex multi-domain environments and contributed to architectural planning and delivery. James's adaptability and broad IT competencies enable him to support dynamic enterprise environments with confidence and precision.

• Juan Sanchez – Senior Systems & Networking Engineer

Juan is a seasoned Senior Engineer with a proven track record leading complex migration projects for clients such as SunSource and Relevant. He has extensive experience with Windows Server and Microsoft Exchange to Office 365 migrations. Juan holds a Fortinet Certified Professional in Network Security credential and consistently supports daily system operations, resolving technical issues and maintaining infrastructure integrity through our service management platform. His reliability and depth of knowledge make him a critical contributor to successful client outcomes

Joshua Schmitt – Senior Cybersecurity & Systems Engineer

Since joining SCS in 2018, Joshua has played a vital role in architecting and delivering high-performance IT solutions. He brings expertise in networking, systems hardening, policy development, AI integration, and software engineering across both Windows and Linux platforms. Joshua has designed custom solutions for enterprise migrations and manages server infrastructure and virtualization initiatives. His broad and evolving skill set continues to strengthen SCS's MSSP capabilities, supporting innovation and service excellence.

• Daniel Korzon – Senior Solutions Engineer

Daniel serves as SCS's lead engineer for client migrations and enterprise environment transitions. With more than 18 years in the technology field, he has specialized in enterprise security implementations, including deployment of multifactor authentication solutions such as DUO, OKTA, and Microsoft MFA. Daniel's hands-on approach and deep technical experience allow him to deliver secure, scalable solutions tailored to each client's needs, ensuring smooth transitions and long-term system integrity.

∾SCS

4. Technical Proposal & Approach

Project Understanding

We understand that the City of Franklin is undertaking a comprehensive migration of its existing Active Directory (AD) environment to a newly architected Windows Server 2025 domain using the routable UPN suffix "franklinwi gov" This migration is a foundational step to support the City's long-term strategic alignment with Microsoft 365 cloud services, including Entra ID integration, Exchange Online adoption, and the implementation of modern identity management and Zero Trust security principles

The scope includes designing and deploying new domain controllers, DNS and DHCP services across both City Hall and the Police Department sites, enforcing enhanced security protocols (including LAPS, TLS 1 3, Kerberos hardening), and replacing the legacy three-tier AD model with Microsoft's Enterprise Access Model. The migration will also involve restructuring AD objects to comply with current naming and organizational standards, consolidating group policies, retiring shared accounts, and preparing for multi-factor authentication via security keys.

Further deliverables include the establishment of cloud synchronization using AD Connect, SIEM log forwarding via Rapid7 Insight, creation of new SQL infrastructure, and provisioning of terminal services. Specific milestones target the staged migration of non-interactive systems, core application servers, and domain-integrated applications, with close attention paid to minimizing disruptions and ensuring continuity of services.

Our team acknowledges the technical complexity, security requirements, and strict deadlines of this initiative. We are committed to delivering a secure, scalable, and supportable domain migration that empowers the City of Franklin to modernize its IT infrastructure and fully leverage. Microsoft cloud services



Project Methodology

- Assessment & Planning Review current infrastructure, conduct gap analysis
- **Design** Configure architecture based on Microsoft best practices and Franklin's security/compliance needs
- Implementation Step-by-step execution using tools like Microsoft AD Connect, Intune, and secure token systems
- Validation & Testing Pilot testing, user acceptance, and error resolution
- Documentation & Training Provide SOPs, admin guides, and user onboarding docs
 and Lised

Tools Used

- Microsoft Active Directory Connect
- Yubico Enrollment Tools
- PowerShell Scripting
- Third-party migration tools (e g , Quest, BitTitan, Veeam)
- Microsoft FastTrack engagement (if applicable)

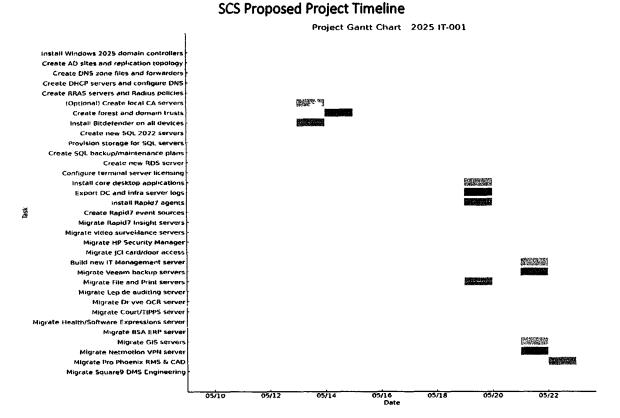
Security & Compliance Measures

- Implement FIPS 140-2/140-3 and AALS 3-compliant solutions
- Align with CJIS 5 9 5 standards
- Use AES-256 for Kerberos and TLS 1 3 for LDAP



5. Project Timeline

Franklin Proposed Milestone	Franklin Proposed Date
Project Kickoff	May 9, 2025
Infrastructure Completion	May 16, 2025
Final Application Migration	May 28, 2025
Project Closure	May 30, 2025





- 6. Project Deliverables
 - 1 Deploy Windows 2025 Active Directory Infrastructure
 - Install and configure two domain controllers and DNS servers at City Hall and the Police Department
 - o Create a new domain using UPN "franklinwi gov" with DNS forwarding
 - 2 Configure DHCP Services
 - Deploy DHCP servers at both locations with unique pools and scope options
 - o Implement a 50%/50% overlap and enable DNS registration
 - 3 Establish Entra Cloud Synchronization
 - Install and configure AD Connector servers (initially deactivated) at both locations
 - 4 Integrate Rapid7 with New Infrastructure
 - Create export directories and event sources for domain controllers, DNS, DHCP, and Radius servers
 - o Migrate Rapid7 Insight servers to the new domain
 - 5 Implement Local Administrator Password Solution (LAPS)
 - Deploy policies to enforce unique local admin passwords on all domain-joined computers
 - 6 Secure LDAP Communications
 - Identify LDAP service accounts and restrict LDAP traffic to TLS 1.3-encrypted sessions
 - 7 Enforce SMB Protocol Security
 - Restrict all domain devices to SMB 3 1 or higher
 - 8 Harden Kerberos Authentication
 - Enforce AES-256 encryption and implement policies against "Kerberoasting" attacks
 - 9 **Provision SQL Infrastructure**
 - Deploy central SQL servers with dedicated SAN storage and Active Directory integration
 - Establish maintenance plans for backups and transaction logs
 - 10. Migrate Active Directory-Integrated Applications
 - Move applications and databases to new SQL servers
 - Apply security using domain accounts/groups with support from the app vendor
 - 11 Deploy Certificate Authority Infrastructure
 - Build Root and Intermediate CA servers
 - Publish certificates in AD and configure auto-enrollment GPOs



7. Cost Proposal

The fee for this project will be \$25,265 This cost includes all work effort from SCS under the scope of this project

• All labor outside the scope of this project will be billed at \$250 per hour

8. References

- Jim Tourtillot (Kable Product Services)
 Email JTourtillott@kable.com
- Chris Diamond (MVP Staffing)
 - o Email chris@thinkonestop.com
- Rob Fredres (Elite Electronic Engineering)
 - o Email rfredres@elitetest.com

9. Insurance & Legal Compliance

We confirm that SCS holds the following insurance coverages.

- General Liability \$1M per occurrence / \$2M aggregate
- Automobile Liability[•] \$1M per occurrence
- Umbrella/Excess Liability \$5M per occurrence
- Workers' Compensation As required by law
- Professional Liability (E&O) \$2M per claim

10. Signatory

Maria Foss

Maria A Foss CO0

Date April 18, 2025



April 18, 2025

James Matelski Director, Information Services City of Franklin 9229 W Loomis Road Franklin, WI 53132

1. Cover Letter

Subject Response to RFP # 2025-IT-002 - M365 Onboarding with MFA

Dear Mr Matelski,

We are pleased to submit our proposal in response to your RFP for M365 Onboarding with MFA At Secure Compliance Solutions (SCS), we understand the challenges and objectives outlined in your RFP and are confident in our ability to provide innovative solutions that align with your goals. With 15 years of experience in Enterprise Scale System & Security Solutions, we are committed to delivering high-quality, cost-effective results. We look forward to the opportunity to work with you

Sincerely, James W Studer Project Manager Secure Compliance Solutions



2. Executive Summary

Secure Compliance Solutions (SCS) is proud to submit this proposal for RFP #2025-IT-002, supporting the City of Franklin's Microsoft 365 onboarding initiative with hardware-based multi-factor authentication (MFA). Our team brings extensive experience migrating government entities to Microsoft's GCC cloud environments and implementing high-assurance 2FA security measures, including Yubico FIPS 140-2/3-compliant security keys.

This proposal outlines a secure, phased approach for onboarding the City's new Windows Server 2025 domain into Microsoft 365, enrolling all devices in Intune, and enforcing password less authentication via Windows Hello for Business By aligning the onboarding process with CJIS 5 9 5 requirements and the City's cybersecurity insurance mandates, we ensure compliance and operational resilience from day one

Our approach features

- Validation and reconfiguration of the existing Microsoft G3 tenant and Entra ID settings
- Full Intune MDM enrollment for all workstations and laptops
- FIDO2 hardware key registration and integration with Active Directory and cloud login workflows
- Coordination with third-party systems (e g , Fortinet VPN, Pro Phoenix RMS) for seamless MFA integration
- Creation of documented procedures for provisioning, loss mitigation, and administrative onboarding

SCS will provide a team of certified engineers and a dedicated project manager to deliver streamlined onboarding experience while minimizing disruption to daily operations. We will also coordinate with Microsoft FastTrack resources to ensure best practices are maintained throughout the engagement.

We are confident that our specialized expertise and deep understanding of municipal compliance frameworks will enable a secure and successful transition for the City of Franklin to a modern, cloud-first environment. Thank you for the opportunity to be considered for this critical project.

3. Company Overview

- Company Name Secure Compliance Solutions
- Founded July 31, 2015
- Headquarters 4415 Harrison St, Ste 406, Hillside, IL 60162
- Website scsprotect com
- Core Competencies
 - IT Support
 - o Cloud Advisory, Migrations, and Management
 - o Help Desk End User Computer Support



- o Server & Data Storage Management
- o Data Backup Management
- o Network Management
- o Email Support
- o Mobile Devices Management MDM
- o Phone System Support
- o IT Vendor Management
- o Hardware, Software, & IT Procurement
- Cybersecurity
 - o 24x7x365 Security Operations Center Services
 - o SIEM Security Incident Event Management
 - o MDR Managed Detect and Respond
 - o Access & Identity Management
 - o Penetration Testing
 - o Vulnerability Scanning and Program Management
 - o IR Incident Response & Forensics
 - o Security Awareness Training
- Governance & Compliance
 - Consulting & Readiness for CMMC, NIST, CSF, ISO, HIPAA, Hi-Trust, SOX, SOC, GDPR Regulations
 - o IT Policy & Procedure Development
 - o Disaster Recovery & Incident Response Tabletop Testing
 - o Al Consulting
 - o VCISO Virtual Chief Information Security Officer Consulting

Mission Statement

To safeguard organizations through enterprise-grade cybersecurity solutions delivered with exceptional service, providing our clients with confidence their company is protected with the highest security standards

Relevant Experience

We have successfully delivered similar Active Directory migration and infrastructure modernization services for several clients, including Kable Product Services, MVP Staffing, and Elite Engineering These engagements involved domain restructuring, deployment of modern Windows Server environments, implementation of secure authentication mechanisms, and integration with cloud services—closely aligning with the scope and technical objectives outlined in this RFP

Bios

Corey Sodes – Chief Technology Officer
 Corey brings over 23 years of deep Information Technology and cybersecurity



expertise, specializing in secure system architecture, network design, and tactical IT solutions tailored to meet business objectives and rigorous compliance requirements. His extensive experience spans server technologies (Windows, Linux, VMware, Hyper-V), networking (Juniper, Cisco, Brocade), SAN solutions (EMC, IBM), and a full spectrum of security tools including SIEM, vulnerability scanning, PKI, SFTP/FTPS, and encryption protocols. Corey is recognized for his hands-on technical skill, strategic problem-solving, and a results-driven mindset that enhances enterprise security posture. His positive attitude and dedication to delivering optimal solutions make him an invaluable asset to any team.

Maria Foss – Chief Operations Officer

Maria Foss brings a unique blend of technical leadership and business acumen to her role as Chief Operations Officer. She holds an MBA and maintains both PMP and CISSP certifications, underscoring her expertise in project management and information security. Maria also serves as Program Manager for client onboarding and internal coordination, leveraging her background in operational auditing to ensure the efficiency and effectiveness of SOC team communications and workflows. Previously a Senior IT Project Manager, Maria, has successfully led complex initiatives such as data center relocations, Active Directory consolidations, vulnerability management programs, and the development of secure payment portals. She plays a critical role in client collaboration, particularly in the areas of vulnerability assessment, risk mitigation, and remediation planning

• Adam Nirenberg – Chief Commercial Officer

Adam Nirenberg's professional journey started at MCI in telecommunications His roles and responsibilities have increased over time in lockstep with the development of new technologies. Having worked for early-stage startups as well as large enterprises like Verizon, he knows how technology infrastructure, software, and service providers can be utilized with both success and failure. Adam's experience includes assisting SMBs as a technology leader such as a CIO, helping them build the best technology infrastructures and teams. Currently Adam is the Chief Commercial Officer at Secure Compliance Solutions (SCS) and sits on the board of multiple non-profit organizations. SCS provides cybersecurity, governance and compliance services to clients.

• Jim Studer – Project Manager

Jim combines strong project management acumen with a robust background in IT operations. His experience supporting large-scale government projects has honed his ability to manage complex workflows and technical implementations with precision. Jim's dual exposure to public and private sector IT environments enables him to bridge communication and execution across diverse client types. At SCS, he oversees a range of projects including system migrations, firewall



deployments, and infrastructure modernization, contributing to scalable, wellstructured solutions

• James Prescott – Senior Systems Engineer

James holds a bachelor's degree in information technology and brings a diverse technical skill set across system administration, networking, virtualization, security, scripting, and infrastructure design. His background includes work with the Australian Federal Government, where he managed complex multi-domain environments and contributed to architectural planning and delivery. James's adaptability and broad IT competencies enable him to support dynamic enterprise environments with confidence and precision

• Juan Sanchez – Senior Systems & Networking Engineer

Juan is a seasoned Senior Engineer with a proven track record leading complex migration projects for clients such as SunSource and Relevant. He has extensive experience with Windows Server and Microsoft Exchange to Office 365 migrations. Juan holds a Fortinet Certified Professional in Network Security credential and consistently supports daily system operations, resolving technical issues and maintaining infrastructure integrity through our service management platform. His reliability and depth of knowledge make him a critical contributor to successful client outcomes.

Joshua Schmitt – Senior Cybersecurity & Systems Engineer

Since joining SCS in 2018, Joshua has played a vital role in architecting and delivering high-performance IT solutions. He brings expertise in networking, systems hardening, policy development, AI integration, and software engineering across both Windows and Linux platforms. Joshua has designed custom solutions for enterprise migrations and manages server infrastructure and virtualization initiatives. His broad and evolving skill set continues to strengthen SCS's MSSP capabilities, supporting innovation and service excellence.

• Daniel Korzon -- Senior Solutions Engineer

Daniel serves as SCS's lead engineer for client migrations and enterprise environment transitions. With more than 18 years in the technology field, he has specialized in enterprise security implementations, including deployment of multifactor authentication solutions such as DUO, OKTA, and Microsoft MFA. Daniel's hands-on approach and deep technical experience allow him to deliver secure, scalable solutions tailored to each client's needs, ensuring smooth transitions and long-term system integrity.



4. Technical Proposal & Approach

Project Understanding

We understand that the City of Franklin is resuming its Microsoft 365 onboarding initiative after a previous attempt was halted due to architectural issues related to the use of a non-routable domain. The revised project scope includes a full domain migration to a routable UPN ("franklinwi gov"), followed by the synchronization of accounts with Microsoft Entra ID (formerly Azure AD) using Active Directory Connector servers

A critical component of this project involves implementing a robust multi-factor authentication (MFA) strategy using FIPS 140-3 compliant Yubico security keys. These keys will be provisioned to users and enforced across both cloud (M365) and on-premise (Windows Server 2025) environments via Windows Hello for Business. Local workstation login, Entra ID authentication, and remote VPN access (via Fortinet) will require 2FA, satisfying the CJIS 5.9.5 standard and cyber insurance mandates.

We also recognize that all city-issued devices must be enrolled in Microsoft Intune for full device compliance and management, and that Intune and Entra ID policies must be established to govern enrollment, authentication, and conditional access. Integration with the Pro Phoenix RMS and VPN services using Radius and Yubikey authentication is another key objective. Our team is prepared to validate configurations against Microsoft FastTrack best practices, troubleshoot synchronization issues, and provide comprehensive documentation and training for long-term support and scalability.

Project Methodology

- Assessment & Planning Review current infrastructure, conduct gap analysis
- **Design** Configure architecture based on Microsoft best practices and Franklin's security/compliance needs
- Implementation Step-by-step execution using tools like Microsoft AD Connect, Intune, and secure token systems
- Validation & Testing Pilot testing, user acceptance, and error resolution
- Documentation & Training Provide SOPs, admin guides, and user onboarding docs

Tools Used

- Microsoft Active Directory Connect
- Yubico Enrollment Tools
- PowerShell Scripting
- Third-party migration tools (e g , Quest, BitTitan, Veeam)
- Microsoft FastTrack engagement (if applicable)

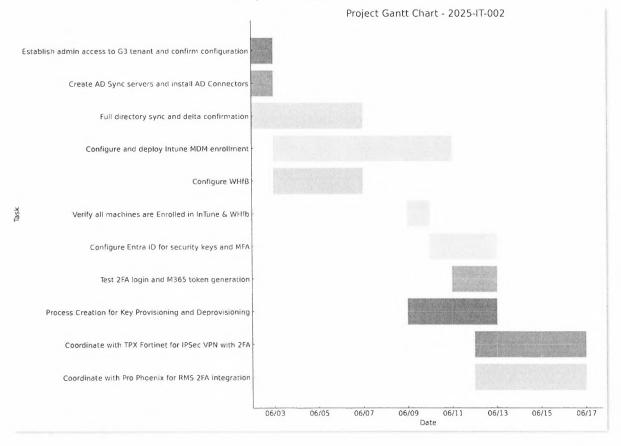


Security & Compliance Measures

- Implement FIPS 140-2/140-3 and AALS 3-compliant solutions
- Align with CJIS 5.9.5 standards
- Use AES-256 for Kerberos and TLS 1.3 for LDAP

5. Project Timeline

Franklin Proposed Milestone	Franklin Proposed Date
Project Kickoff	June 2, 2025
G3 Tenant Configuration Completion	June 6, 2025
Active Directory Synchronization Completion	June 11, 2025
Yubikey 2FA Test Group Provisioning	June 18, 2025
Yubikey 2FA User Deployment Completion	June 27, 2025
Project Closure	June 30, 2025



SCS Proposed Project Timeline



6. Project Deliverables

- 1 **Review G3 Tenant Configuration** Assess existing Microsoft G3 tenant and validate Entra ID and Intune settings against Microsoft FastTrack best practices
- 2 **Configure AD Connectors** Install and configure primary and backup Active Directory Connector servers for synchronization to the new "franklinwi gov" domain Verify successful full and delta synchronization
- 3 **Deploy Intune Policies** Create and apply Intune MDM and Windows Hello for Business enrollment policies Validate device compliance and resolve cloud management issues
- 4 Install Kerberos Components Implement Microsoft Kerberos components for FIDO2 passwordless access and verify successful local authentication in Entra ID
- 5 **Provision Yubico Keys** Register FIPS-compliant Yubico security keys for all licensed users Confirm 2FA functionality for both M365 and Windows logins
- 6 Enforce Lock Screen 2FA Ensure all Windows 11 idle timeout sessions require a Yubico security key to unlock
- 7 **Document Key Management Procedures** Provide procedures for provisioning new Yubico keys and deactivating lost or compromised keys
- 8 Integrate with Fortinet VPN Coordinate with TPX to configure 2FA security key integration with Fortinet remote access clients
- 9 Support Pro Phoenix Integration Assist with enabling Yubico security key-based authentication for Pro Phoenix RMS login and validation

7. Cost Proposal

The fee for this project will be \$27,500 This cost includes all work effort from SCS under the scope of this project

• All labor outside the scope of this project will be billed at \$250 per hour

8. References

- Jim Tourtillot (Kable Product Services)
 - o Email JTourtillott@kable.com
- Chris Diamond (MVP Staffing)
 - o Email chris@thinkonestop.com
- Rob Fredres (Elite Electronic Engineering)
 - o Email rfredres@elitetest.com

9. Insurance & Legal Compliance

We confirm that SCS holds the following insurance

- General Liability \$1M per occurrence / \$2M aggregate
- Automobile Liability \$1M per occurrence
- Umbrelia/Excess Liability \$5M per occurrence
- Workers' Compensation As required by law
- Professional Liability (E&O) \$2M per claim



10. Signatory

Maria Foss

Maria A Foss

COO Date April 18, 2025



April 18, 2025

James Matelski Director, Information Services City of Franklin 9229 W Loomis Road Franklin, WI 53132

1. Cover Letter

Subject Response to RFP # 2025-IT-003 - Exchange 2010 migration Exchange Online

Dear Mr Matelski,

We are pleased to submit our proposal in response to your RFP for Exchange 2010 migration Exchange Online At Secure Compliance Solutions (SCS), we understand the challenges and objectives outlined in your RFP and are confident in our ability to provide innovative solutions that align with your goals With 15 years of experience in Enterprise Scale System & Security Solutions, we are committed to delivering high-quality, cost-effective results We look forward to the opportunity to work with you

Sincerely, James W Studer Project Manager Secure Compliance Solutions



2. Executive Summary

Secure Compliance Solutions (SCS) is pleased to present this proposal in response to RFP #2025-IT-003, supporting the City of Franklin's strategic migration from Microsoft Exchange 2010 to Exchange Online within the Microsoft 365 cloud. Our team brings extensive experience executing secure, high-impact Exchange migrations for municipal and enterprise environments, ensuring business continuity, compliance, and long-term scalability.

Our proposed solution addresses the City's immediate need to decommission legacy on-premises Exchange infrastructure and transition approximately 250 mailboxes to a modern, cloud-based messaging system. We will enable seamless access through Outlook Web Access and mobile platforms, while preserving critical legal archiving and journaling capabilities using Intradyn and Veeam

Highlights of our approach include

End-to-end Exchange Online deployment aligned with Microsoft best practices Third-party migration tools to resolve UPN changes and naming mismatches Full integration with Mimecast, Intradyn, and Veeam for continuity, security, and backup Secure mailbox access across mobile and desktop platforms via modern authentication Our project methodology encompasses detailed planning, phased user migration, system validation, and thorough documentation. We will also support City personnel through training, knowledge transfer, and post-deployment assistance to ensure a smooth handoff and operational readiness

With a deep bench of certified engineers, successful Exchange Online migrations in comparable environments, and a commitment to public sector IT excellence, SCS is confident in our ability to deliver a secure, cost-effective, and future-ready solution for the City of Franklin

3. Company Overview

- Company Name Secure Compliance Solutions
- Founded July 31, 2015
- Headquarters 4415 Harrison St, Ste 406, Hillside, IL 60162
- Website scsprotect com
- Core Competencies
 - IT Support
 - o Cloud Advisory, Migrations, and Management
 - o Help Desk End User Computer Support
 - o Server & Data Storage Management
 - o Data Backup Management
 - Network Management
 - o Email Support
 - o Mobile Devices Management MDM

≫SCS

- o Phone System Support
- o IT Vendor Management
- o Hardware, Software, & IT Procurement
- Cybersecurity
 - o 24x7x365 Security Operations Center Services
 - o SIEM Security Incident Event Management
 - o MDR Managed Detect and Respond
 - o Access & Identity Management
 - o Penetration Testing
 - o Vulnerability Scanning and Program Management
 - o IR Incident Response & Forensics
 - o Security Awareness Training
- Governance & Compliance
 - Consulting & Readiness for CMMC, NIST, CSF, ISO, HIPAA, Hi-Trust, SOX, SOC, GDPR Regulations
 - IT Policy & Procedure Development
 - o Disaster Recovery & Incident Response Tabletop Testing
 - o Al Consulting
 - o VCISO Virtual Chief Information Security Officer Consulting

Mission Statement

To safeguard organizations through enterprise-grade cybersecurity solutions delivered with exceptional service, providing our clients with confidence their company is protected with the highest security standards

Relevant Experience

We have successfully delivered similar Active Directory migration and infrastructure modernization services for several clients, including Kable Product Services, MVP Staffing, and Elite Engineering These engagements involved domain restructuring, deployment of modern Windows Server environments, implementation of secure authentication mechanisms, and integration with cloud services—closely aligning with the scope and technical objectives outlined in this RFP

Bios

Corey Sodes – Chief Technology Officer

Corey brings over 23 years of deep Information Technology and cybersecurity expertise, specializing in secure system architecture, network design, and tactical IT solutions tailored to meet business objectives and rigorous compliance requirements His extensive experience spans server technologies (Windows, Linux, VMware, Hyper-V), networking (Juniper, Cisco, Brocade), SAN solutions (EMC, IBM), and a full spectrum of security tools including SIEM, vulnerability

∾SCS

scanning, PKI, SFTP/FTPS, and encryption protocols Corey is recognized for his hands-on technical skill, strategic problem-solving, and a results-driven mindset that enhances enterprise security posture. His positive attitude and dedication to delivering optimal solutions make him an invaluable asset to any team.

• Maria Foss – Chief Operations Officer

Maria Foss brings a unique blend of technical leadership and business acumen to her role as Chief Operations Officer. She holds an MBA and maintains both PMP and CISSP certifications, underscoring her expertise in project management and information security. Maria also serves as Program Manager for client onboarding and internal coordination, leveraging her background in operational auditing to ensure the efficiency and effectiveness of SOC team communications and workflows. Previously a Senior IT Project Manager, Maria, has successfully led complex initiatives such as data center relocations, Active Directory consolidations, vulnerability management programs, and the development of secure payment portals. She plays a critical role in client collaboration, particularly in the areas of vulnerability assessment, risk mitigation, and remediation planning

Adam Nirenberg – Chief Commercial Officer

Adam Nirenberg's professional journey started at MCI in telecommunications. His roles and responsibilities have increased over time in lockstep with the development of new technologies. Having worked for early-stage startups as well as large enterprises like Verizon, he knows how technology infrastructure, software, and service providers can be utilized with both success and failure. Adam's experience includes assisting SMBs as a technology leader such as a CIO, helping them build the best technology infrastructures and teams. Currently Adam is the Chief Commercial Officer at Secure Compliance Solutions (SCS) and sits on the board of multiple non-profit organizations. SCS provides cybersecurity, governance and compliance services to clients.

• Jim Studer – Project Manager

Jim combines strong project management acumen with a robust background in IT operations. His experience supporting large-scale government projects has honed his ability to manage complex workflows and technical implementations with precision. Jim's dual exposure to public and private sector IT environments enables him to bridge communication and execution across diverse client types. At SCS, he oversees a range of projects including system migrations, firewall deployments, and infrastructure modernization, contributing to scalable, well-structured solutions.

James Prescott – Senior Systems Engineer

James holds a bachelor's degree in information technology and brings a diverse technical skill set across system administration, networking, virtualization,

∾SCS

security, scripting, and infrastructure design. His background includes work with the Australian Federal Government, where he managed complex multi-domain environments and contributed to architectural planning and delivery. James's adaptability and broad IT competencies enable him to support dynamic enterprise environments with confidence and precision.

 Juan Sanchez – Senior Systems & Networking Engineer
 Juan is a seasoned Senior Engineer with a proven track record leading complex
 migration projects for clients such as SunSource and Relevant. He has extensive
 experience with Windows Server and Microsoft Exchange to Office 365
 migrations. Juan holds a Fortinet Certified Professional in Network Security
 credential and consistently supports daily system operations, resolving technical
 issues and maintaining infrastructure integrity through our service management
 platform. His reliability and depth of knowledge make him a critical contributor to
 successful client outcomes

Joshua Schmitt – Senior Cybersecurity & Systems Engineer

Since joining SCS in 2018, Joshua has played a vital role in architecting and delivering high-performance IT solutions. He brings expertise in networking, systems hardening, policy development, AI integration, and software engineering across both Windows and Linux platforms. Joshua has designed custom solutions for enterprise migrations and manages server infrastructure and virtualization initiatives. His broad and evolving skill set continues to strengthen SCS's MSSP capabilities, supporting innovation and service excellence.

• Daniel Korzon – Senior Solutions Engineer Daniel serves as SCS's lead engineer for client migrations and enterprise environment transitions With more than 18 years in the technology field, he has specialized in enterprise security implementations, including deployment of multifactor authentication solutions such as DUO, OKTA, and Microsoft MFA Daniel's hands-on approach and deep technical experience allow him to deliver secure, scalable solutions tailored to each client's needs, ensuring smooth transitions and long-term system integrity

4. Technical Proposal & Approach

Project Understanding

The City of Franklin seeks to decommission its legacy Exchange 2010 environment and fully transition to Microsoft Exchange Online within a secure Microsoft 365 GCC tenant. This project is being driven by both operational modernization goals and the compliance requirements of the City's cyber insurance provider.



Our team understands the scope of work includes establishing and validating an Exchange Online instance, migrating approximately 250 user mailboxes, reconfiguring integrations with Mimecast for security filtering, and ensuring legal and regulatory archiving compliance through integration with the Intradyn archiver Public folder content and mobile synchronization must be preserved throughout migration, with minimal impact to end users, including elected officials utilizing Outlook Web Access (OWA)

Given the age of the existing Exchange 2010 server and the transformation of user accounts during the Windows Server 2025 domain migration, we recognize that third-party migration tools will be essential to support accurate mailbox associations. The City's continuity of operations depends on preserving journaled email history, maintaining consistent mobile access, and meeting backup and restoration expectations through services like Veeam. We are fully prepared to review and optimize the City's Microsoft G3 tenant configuration, ensure all systems conform to Microsoft best practices, and execute a seamless, well-documented transition to cloud-first architecture.

Project Methodology

- Assessment & Planning Review current infrastructure, conduct gap analysis
- **Design** Configure architecture based on Microsoft best practices and Franklin's security/compliance needs
- Implementation Step-by-step execution using tools like Microsoft AD Connect, Intune, and secure token systems
- Validation & Testing Pilot testing, user acceptance, and error resolution
- Documentation & Training Provide SOPs, admin guides, and user onboarding docs

Tools Used

- Microsoft Active Directory Connect
- Yubico Enrollment Tools
- PowerShell Scripting
- Third-party migration tools (e g , Quest, BitTitan, Veeam)
- Microsoft FastTrack engagement (if applicable)

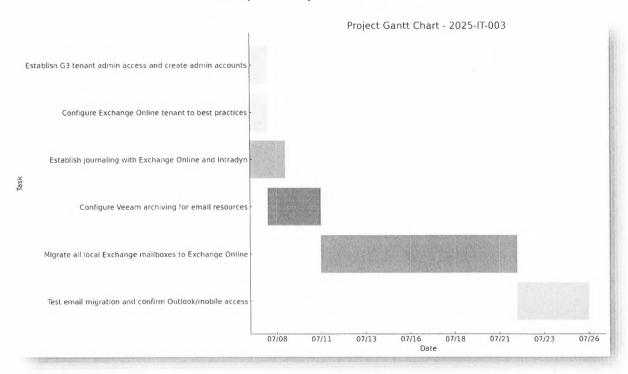
Security & Compliance Measures

- Implement FIPS 140-2/140-3 and AALS 3-compliant solutions
- Align with CJIS 5 9 5 standards
- Use AES-256 for Kerberos and TLS 1 3 for LDAP



5. Project Timeline

Franklin Proposed Milestone	Franklin Proposed Date
Project Kickoff	July 07, 2025
Exchange Online Planning Completion	July 11, 2025
Exchange Online Configuration Completion	July 18, 2025
Test User Migration	July 23, 2025
Journaling and Archiving Completion	July 25, 2025
User Migration Completion	August 8, 2025
Veeam Backup Completion	August 15, 2025
Project Closure	August 15, 2025



SCS Proposed Project Timeline

7|Page



6. Project Deliverables

- 1 Review the existing Microsoft G3 tenant and validate Entra ID and Intune configurations against Microsoft best practices
- 2 Establish an Exchange Online instance within the Azure portal
- 3 Connect Exchange Online to the existing Exchange 2010 organization
- 4 Configure Outlook Web Access (OWA) for Exchange Online
- 5 Migrate mailboxes using third-party tools that accommodate domain naming differences
- 6 Document the complete Exchange mailbox migration process
- 7 Migrate Exchange public folders to alternative calendar objects
- 8 Configure mail synchronization with Outlook Mobile on smartphones
- 9 Establish Exchange Online integration with Mimecast
- 10 Integrate Exchange Online with the Intradyn archiver
- 11 Evaluate and potentially migrate from the Intradyn appliance to the cloud
- 12 Implement Exchange Online backup and long-term archiving
- 13 Evaluate and potentially utilize Veeam cloud services for backups

7. Cost Proposal

The fee for this project will be \$23,550 This cost includes all work effort from SCS under the scope of this project

• All labor outside the scope of this project will be billed at \$250 per hour

8. References

- Jim Tourtillot (Kable Product Services)
 - o Email JTourtillott@kable.com
- Chris Diamond (MVP Staffing)
 - Email chris@thinkonestop com
- Rob Fredres (Elite Electronic Engineering)
 - o Email rfredres@elitetest.com

9. Insurance & Legal Compliance

We confirm that SCS holds the following insurance

- General Liability \$1M per occurrence / \$2M aggregate
- Automobile Liability \$1M per occurrence
- Umbrella/Excess Liability \$5M per occurrence
- Workers' Compensation As required by law
- Professional Liability (E&O) \$2M per claim



10. Signatory

Maria Foss

Maria A Foss

COO Date April 18, 2025

ł

Thank you for choosing CDW. We have received your quote.



Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JAMES MATELSKI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote Expiration Date: 4/11/2025

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOTE R	EFERENCE	CUSTOME	ER # GR	AND TOTAL	
PJGM251	3/12/2025	MS WATER UTILITY		092969	96 \$	\$4,398.48	
QUOTE DETAILS		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	a nan	and the manufacture of the second	nin na sananan sanan sana	an tan pana sa tan sa matani ang	
ITEM			QTY	CDW#	UNIT PRICE	EXT. PRICE	
			8	8143180	\$549.81	\$4,398.48	
Mfg. Part#: EP2-25016							
Electronic distribution - N	O MEDIA						
Contract: SVAR_WI_L_50	5ENT-M23-NASPOSVAR-01						

Contract: SVAR_WI_L_505ENT-M23-NASPOSVAR-01
(505ENT-M23-NASPOSVAR-01)

	SUBTOTAL	\$4,398.48
	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$4,398.48
PURCHASER BILLING INFO	DELIVER TO	
Billing Address: CITY OF FRANKLIN ACCTS PAYABLE 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTIO	N
	Please remit payments to:	
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Beatrice Garza | (866) 339-7604 |

Need Help?



My Account

Support

Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager.

© 2025 CDW+G LLC, 200 N Milwaukee Avenue, Vernon Hills, IL 60061 | 800 808 4239

Thank you for choosing CDW. We have received your quote.



Hardware Software

Services

IT Solutions Brands

Research Hub

QUOTE CONFIRMATION

JAMES MATELSKI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote Expiration Date: 4/11/2025

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOTE RI	EFERENCE	CUSTOMER	# GRAN	ID TOTAL	
PJGM181	3/12/2025	MS CITY HALL/PD		0929696	\$35	\$35,187.84	
QUOTE DETAILS							
ITEM			QTY	CDW#	UNIT PRICE	EXT. PRICE	
			64	8143180	\$549.81	\$35,187.84	
Mfg. Part#: EP2-25016							
Electronic distribution - N	O MEDIA						
Contract: SVAR_WI_L_50 (505ENT-M23-NASPOSVA)5ENT-M23-NASPOSVAR-01						

SUBTOTAL	\$35,187.84
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$35,187.84
DELIVER TO	
Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTIO	лс
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
	SHIPPING SALES TAX GRAND TOTAL DELIVER TO DELIVER TO DELIVER TO Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTIO Please remit payments to: CDW Government 75 Remittance Drive Suite 1515



Sales Contact Info

Beatrice Garza | (866) 339-7604 |

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$35,187.84	\$1,016.93/Month	\$35,187.84	\$1,160.85/Month

Monthly payment based on 36 month lease Other terms and options are available Contact your Account Manager for details Payment quoted is subject to change

Why finance?

• Lower Upfront Costs Get the products you need without impacting cash flow Preserve your working capital and existing credit line

• Flexible Payment Terms 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles

• Predictable, Low Monthly Payments Pay over time Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh Keep current technology with minimal financial impact or risk Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease

• Bundle Costs You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility

General Terms and Conditions.

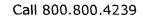
This quote is not legally binding and is for discussion purposes only The rates are estimate only and are based on a collection of industry data from numerous sources All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners Payments above exclude all applicable taxes Financing is subject to credit approval and review of final equipment and services configuration Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term

Need Help?



My Account



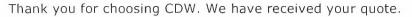


About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2025 CDW+G LLC, 200 N Milwaukee Avenue, Vernon Hills, 1L 60061 | 800 808 4239





Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JAMES MATELSKI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote Expiration Date: 5/11/2025

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOT	E REFERENCE	CUSTOME	R # GRA	ND TOTAL	
PKDP010	4/11/2025	POLICE DEPT BUDGETARY		092969	96 \$1	\$10,241.32	
QUOTE DETAILS			ant die Contract autorities autorities	na namahalan unukladakin kurata manar we ne we ada	a Management of the second		
ITEM			QTY	CDW#	UNIT PRICE	EXT. PRICE	
			4	7300860	\$2,560.33	\$10,241.32	
Mfg. Part#: 7NQ-01782 Electronic distribution - N	O MEDIA						

Contract: SVAR_WI_L_505ENT-M23-NASPOSVAR-01 (505ENT-M23-NASPOSVAR-01)

	SUBTOTAL	\$10,241.32
	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$10,241.32
PURCHASER BILLING INFO	DELIVER TO	
Billing Address: CITY OF FRANKLIN ACCTS PAYABLE 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTIO	DN
	Please remit payments to:	
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Justin DeVince | (877) 535-5651 |

LEASE OPTIONS			_
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,241.32	\$297.10/Month	\$10,241.32	\$338.78/Month

Monthly payment based on 36 month lease Other terms and options are available Contact your Account Manager for details Payment quoted is subject to change

Why finance?

• Lower Upfront Costs Get the products you need without impacting cash flow Preserve your working capital and existing credit line

• Flexible Payment Terms 100% financing with no money down, payment deferrals and payment schedules that match your company s business cycles

• Predictable, Low Monthly Payments Pay over time Lease payments are fixed and can be tailored to your budget levels or revenue streams

• Technology Refresh Keep current technology with minimal financial impact or risk Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease

• Bundle Costs You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility

General Terms and Conditions

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2025 CDW•G LLC, 200 N Milwaukee Avenue, Vernon Hills, IL 60061 | 800 808 4239

Thank you for choosing CDW. We have received your quote.

IT Solutions



Software Se

Services

Brands

Research Hub

QUOTE CONFIRMATION

JAMES MATELSKI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> <u>you are an eProcurement or single sign on customer, please log into your system to access</u> <u>the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Hardware

Quote Expiration Date: 5/11/2025

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOT	E REFERENCE	CUSTOMER	# GRAN	ID TOTAL	
PKDP001	4/11/2025	CITY HALL BUDGETARY		0929696	\$10	\$10,241.32	
QUOTE DETAILS		aran an an an an an	and a descent of the community of the		na, ne nonantantatatat gerbaat gantatat gipet tire at hisangananarare jepoloji pegate re	antalasan ya ku jog matikasi ku ya na ku ya na ku ya ku y	
ITEM			QTY	CDW#	UNIT PRICE	EXT. PRICE	
			4	7300860	\$2,560.33	\$10,241.32	
Mfg. Part#: 7NQ-01782							
Electronic distribution - NC) MEDIA						

Contract: SVAR_WI_L_505ENT-M23-NASPOSVAR-01 (505ENT-M23-NASPOSVAR-01)

SUBTOTAL	\$10,241.32
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$10,241.32
DELIVER TO	
Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTIO	ON
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
	SHIPPING SALES TAX GRAND TOTAL DELIVER TO DELIVER TO Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTIO Please remit payments to: CDW Government 75 Remittance Drive Suite 1515



Sales Contact Info

Justin DeVince | (877) 535-5651 |

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,241.32	\$297.10/Month	\$10,241.32	\$338.78/Month

Monthly payment based on 36 month lease Other terms and options are available Contact your Account Manager for details Payment quoted is subject to change

Why finance?

• Lower Upfront Costs Get the products you need without impacting cash flow Preserve your working capital and existing credit line

• Flexible Payment Terms 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles

• Predictable, Low Monthly Payments Pay over time Lease payments are fixed and can be tailored to your budget levels or revenue streams

• Technology Refresh Keep current technology with minimal financial impact or risk Add on or upgrade during the lease term and choose to return or purchase the equipment at end of lease

• Bundle Costs You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility

General Terms and Conditions

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2025 CDW+G LLC, 200 N Milwaukee Avenue, Vernon Hills, IL 60061 | 800 808 4239

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	A resolution to authorize a professional services contract with Terracon Consultants, Inc. to provide environmental consulting and sampling for the Fire Station #1 Capital Building Improvement Project of mold remediation and reparation in the amount of \$5,975.00	ITEM NUMBER G. 19.

The fire department is allocated \$50,000 in 2025 capital funding for a critical building reparation project at Fire Station #1 The goal of this project is to remediate damage and spread of mold caused by water leakage from exterior brick and window leaks. This water intrusion is documented as far back as 2021 and specificially affects the "Original" front portion of the fire station including the main public entrance, reception area, administrative front offices and kitchen.

This project was identified as a priority on a 2022 report by Industrial Roofing System and most recently the Johnson Controls facilities report There is significant water damage caused by leaking masonry walls and windows Wall paper no longer sticks to the interior walls and black mold has formed in areas around windows This is a concerning health and safety issue for both the public and the members of the fire department who occupy the fire station 24 hours per-day Repair work on sealing the exterior masonry walls was completed by Johnson Controls contractors in fall 2024

The next phase of the project involves the demolition and removal of interior drywall, mold remediation, water testing, window replacement and restoration of drywall and interior trim. The initial focus of this work is the area of the main public entrance and the office of our Administrative Assistant. During planning sessions for this next phase, the value of contracting with an environmental consulting firm was identified. This third-party consultant will ensure that the work being performed by contractors meets industry standards and ensures the health concerns of visitors and City of Franklin employees are addressed. This recommendation is made collectively by fire department staff, the City Engineer and city administrative staff.

Terracon specializes in this type of environmental consulting and industrial hygiene work and employs specialists in the specific areas of concern for this project. They have previously performed work for the City of Franklin. Their proposal includes consultation, contractor bid review and sampling/testing both before and after remediation work is completed. The asbestos section in the proposal is there to cover the building materials in the fire station that will be damaged or removed during the process of abatement and/or removed for the proposed water leak tests. Asbestos is regulated in the State of Wisconsin. This is a requirement for any non-residential building per the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation and the sampling requirements of the Asbestos Hazard Emergency Response Act (AHERA). Only materials that would be potentially disturbed during the overall mold remediation process would be sampled for asbestos.

Financial Note

Funding for these consulting services will be earmarked from the 2025 Capital Building Improvement project (41-0221-5822) The current allocated budget for this project is \$50,000 Once demolition and removal of interior drywall begins, the full scope of the project can be confirmed Currently, the estimates for total project cost are only based on assumptions of what will be found under the drywall

Recommendation

Staff recommends that the council authorize a professional services contract with Terracon Consultants, Inc. in the amount of \$5,975 00 The expertise of Terracon's technicians will greatly assist city staff in verifying that all work performed by contractor meets industry health standards and determining if our current budget will be sufficient to effectively remediate all health concerns, or if the project will need to be expanded or broken into additional phases

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No 2025-____, a resolution to authorize a professional services contract with Terracon Consultants, Inc. in the amount of \$5,975.00 (41-0221-5822).

RESOLUTION NO. 2025-

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH TERRACON CONSULTANTS, INC TO PROVIDE ENVIRONMENTAL CONSULTING AND SAMPLING FOR THE FIRE STATION #1 CAPITAL BUILDING IMPROVEMENT PROJECT OF MOLD REMEDIATION AND REPARATION IN THE AMOUNT OF \$5,975 00

WHEREAS, the Fire Department is allocated 2025 capital funding for a critical building reparation project at Fire Station #1. The goal of this project is to remediate damage and spread of mold caused by water leakage from exterior brick and window leaks.

WHEREAS, this is a concerning health and safety issue for both the public and the members of the fire department who occupy the fire station 24 hours per-day.

WHERAS, during planning for the next phase of this project, the value of contracting with an environmental consulting firm was identified. This third-party consultant will ensure that the work being performed by contractors meets industry standards and ensures the health concerns of visitors and City of Franklin employees are addressed.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with Terracon Consultants, Inc to provide environmental consulting and sampling for the Fire Station #1 Capital Building Improvement Project of mold remediation and reparation

Introduced at a regular meeting of the Common Council of the City of Franklin this day of , 2025, by Alderman

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025

APPROVED.

John R Nelson, Mayor

ATTEST

Shirley J. Roberts, City Clerk

AYES NOES ABSENT

AGREEMENT

This AGREEMENT, is made and entered into this _lst_ day of __May____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and ____Terracon Consultants, Inc_____ (hereinafter "CONTRACTOR"), whose principal place of business is ____10841 S Ridgeview Road, Olathe, KS 66061

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide _____Consulting Services including Microbial Evaluation and Asbestos Sampling ______,

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows¹

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A CONTRACTOR shall provide services to CLIENT for _ Consulting Services including Microbial Evaluation and Asbestos Sampling ______, as described in CONTRACTOR's proposal to CLIENT dated _April 10, 2025 , annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or

inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$_5,975___], subject to the terms detailed below

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work
- B. Total price will not exceed budget of \$5,975. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. _James Mayer, Fire Chief, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR

C CONTRACTOR will appoint, subject to the approval of CLIENT, Paul Lenaker CONTRACTOR's Project Manager and other key providers of the Basic Services Substitution of other staff may occur only with the consent of CLIENT, such consent not to be unreasonably withheld.

V. TERMINATION

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

VI. INSURANCE

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

A General/Commercial Liability (Must have General/Commercial)	 \$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, CITY shall be named as an additional insured on a primary, non-contributory basis
B Automobile Liability (Must have auto liability)	
	CITY shall be named as an additional insured on a primary, non-contributory basis

C Contractor's Pollution Liability (If applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate
	CITY shall be named as an additional insured on a primary, non-contributory basis
D Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's	\$10,000,000 per occurrence for bodily injury, personal injury, and property
Pollution Liability	CITY shall be named as an additional insured on a primary, non-contributory basis
E Worker's Compensation and Employers' Liability (Must have	Statutory
workers compensation)	Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law
F. Professional Liability (Errors & Omissions) (If applicable)	\$2,000,000 per claim

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT
- B Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895 52, and 345 05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of 5/1/2025

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law
- B Pursuant to Law Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C Conflict of Interest CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this Agreement.
- D This AGREEMENT may be executed in multiple counterparts, and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The CONTRACTOR and CLIENT may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN	
BY	BY
PRINT NAME John R. Nelson	PRINT NAME Edmund A. Buc, P.E
TITLE Mayor	TITLE Department Manager
DATE	DATE <u>5/1/2025</u>
BY	
PRINT NAME Danielle L Brown	
TITLE Director of Finance and Treasurer	
DATE	
BY	
PRINT NAME Shirley J Roberts	
TITLE City Clerk	
DATE	
Approved as to form	
Jesse A Wesolowski, City Attorney	
DATE	



4900 South Pennsylvania Ave Cudahy, WI 53110 P (414) 423-0255 F (414) 423-0566 Terracon.com

April 10, 2025

City of Franklin – Fire Department 8901 West Drexel Avenue Franklin, Wisconsin 53132

Attn: James Mayer - Fire Chief

- P: (414) 427-7580
- E: JMayer@franklinwi.gov
- RE: Proposal for Environmental Consulting Services, Microbial Evaluation, and Asbestos Sampling Fire Station No. 1 8901 West Drexel Avenue Franklin, Wisconsin 53132 Terracon Proposal No. P58257126

Dear Mr. Mayer:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Franklin – Fire Department (Client) to conduct professional environmental consulting services including subcontractor bid review, asbestos testing, and clearance microbial sampling/evaluation at the above-referenced location.

A. Project Information

Terracon understands Client is requesting professional environmental consulting services pertaining to the Fire Station No. 1 facility in Franklin, Wisconsin due to concerns about suspected mold growth within the administrative office, offices along the north building wall, and the kitchen area located along the eastern building wall that appears to be the result of water/condensate dripping from the north and eastern exterior windows/brick walls. Based on information provided by Client, the windows/exterior brickwork have been recently renovated and the water intrusion problem may have been resolved though future water intrusion tests are planned to confirm the water intrusion problem has been resolved. However, after the last rain event, the eastern wall/kitchen area



reportedly may still have water intrusion issues. Terracon also understands that the renovations/remediation of impacted media is planned to be completed in phases for budgetary reasons. These understandings are based on the findings during a site meeting at Fire Station No. 1 on March 6, 2025, and subsequent telephone discussion on April 7, 2025.

If the above information is inaccurate, or if Terracon should be aware of additional information, please contact us as soon as possible so that we may consider any revisions to this proposal.

B. Scope of Services

Terracon proposes to conduct the following scope of services in general accordance with standard industrial hygiene practices. The following tasks will be conducted by an industrial hygienist working with a Certified Industrial Hygienist (CIH). Environmental samples will be collected in accordance with modified National Institute for Occupational Safety and Health (NIOSH) and Environmental Protection Agency (EPA) sampling methods. Samples will be submitted to an analytical laboratory accredited by the AIHA® Laboratory Accreditation Programs, LLC for environmental microbiology sample analysis, and under the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis.

Terracon will review blds provided to the Fire Department by microbial abatement firms. Terracon will provide comment to the Fire Department on the scope of work proposed in the subcontractor bids to determine if the proposals include all related and necessary procedures and are consistent with current industry standards. Review and comment on Bid Pricing is not included in this scope.

Limited sampling of suspect asbestos-containing materials (ACM) that may require removal will be conducted by a Wisconsin Department of Health Services – credentialed asbestos building inspector in general accordance with the requirements of US Environmental Protection Agency (USEPA) regulation 40 Code of Federal Regulations (CFR) Part 61, the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation, and the sampling requirements per USEPA 40 CFR Part 763, Subpart E, known as the Asbestos Hazard Emergency Response Act (AHERA). Terracon will coordinate with the Assistant Fire Chief at the fire station who can grant access to the structure. It is assumed that the subject area referenced in Section A, above, can be evaluated during normal business hours and during one mobilization. Collected bulk samples from suspect ACM will be submitted to



a laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis using polarized light microscopy (PLM) based on a standard 5 to 7-business day turnaround. Analysis by a more quantitative point-counting technique or by transmission electron microscopy (TEM) are not included. Terracon will provide the Client with "verbal" findings upon receiving the analytical report and provide a written letter report documenting the limited sampling event and findings within approximately five (5) to 10 business days of receiving the analytical laboratory report. Terracon assumes the collection and analysis of up to 45 samples from suspect ACM.

Upon receiving the analytical report, Terracon will prepare a final letter report describing the sampling activities and findings regarding the limited asbestos sampling scope of services.

Following notification of completed remediation, Terracon will conduct a post-remediation verification assessment for each containment. If the containment passes a visual assessment, Terracon will collect air samples for total fungal spores inside the containment. A total of air samples is estimated following each phase of microbial abatement activities: one sample from inside the containment, one from other indoor reference area where microbial growth/water damage is not observed, and two outdoor samples.

Following the Assessment, Terracon will prepare a letter describing the Post-Remediation Verification Assessment, the analytical results, and whether or not the containment passes or fails the assessment.

Services will be initiated at an agreed upon time after receipt of the signed Agreement for Services. The report will be submitted within 10 business days after the survey is complete and after receipt of analytical results.

- Client will notify Terracon, in advance, of any operational changes or unique circumstances that might affect the scheduled sampling.
- Client will provide a point-of-contact during our time on site who will assist in identifying microbial abatement locations.
- Client will provide Terracon with a schematic plan of the building layout.

 Client will provide qualified staff for safe access to HVAC equipment. This includes de-energizing the equipment and opening panels for interior inspection.

Ierracon

- The analysis, findings, and recommendations presented in the technical report will be based on the information collected as described in this proposal. When requested by Client, Terracon may provide verbal or electronic (interim) information prior to completing the technical report. Terracon does not recommend sole reliance on interim information regarding the results of the monitoring. Due to time constraints, such information may be based upon limited or incomplete information and data evaluation. Consequently, the content of the technical report takes precedence over any previously conveyed information.
- Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information used in the compilation of reports.
- Client should be aware that the scope of work is limited to the tasks identified above.

The report is for the exclusive use and reliance of Client. Reliance by any other party is prohibited without the written authorization of Client and Terracon. If Client is aware of additional parties that will require reliance on the report, the names, addresses and relationships of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, Client and Terracon consent to reliance on the report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee per relying party.

Reliance on the report by Client and all authorized parties will be subject to the terms, conditions and limitations stated in the attached Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the report.

Additional consultation including meetings, supplemental sampling, additional document preparation and correspondence, review of subcontractor bids, containments, and remedial work, and post remedial sampling, beyond the above effort will be invoiced on a monthly time and expense (T&E) basis in accordance with the attached fee schedule. This may include correspondence with contractors, state regulators, engineers, and/or attorneys. Supplemental sampling, if needed, may include revisions to reports and recommendations.

📁 ierracon

C. Compensation

The Scope of Services as outlined in this proposal will be performed for a time and materials cost of **\$5,975** as estimated below. This cost assumes that the laboratory analysis will be performed on a normal turnaround time basis. If as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and a revised cost estimate for the additional work will be provided. No work outside the scope of this proposal will be completed by Terracon without your prior approval.

TIME AND MATERIALS PROJECT COST ESTIMATE		
Subcontractor Bid Review and Post-Remediation Verification Assessment	\$ 3,200	
Limited Asbestos Sampling of Impacted Materials	\$ 2,650	
Equipment and Expenses	\$ 125	
Total Cost	\$5,975	

ierracon

D. Authorization

If this Proposal is acceptable, please provide Terracon authorization to proceed by signing the attached Agreement for Services and returning a signed copy to Paul Lenaker at paul.lenaker@terracon.com. The terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be conducted for this project. This Proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If we can provide any additional environmental, occupational health, safety-related, or other services, please call Paul Lenaker at (414) 209-7637.

Sincerely, Terracon

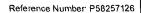
pr

Bed Thiggs

Paul A. Lenaker Project Geologist

Bradley S. Knipper, CIH, CSP Senior Industrial Hygienist

Attachments: Agreement for Services Fee Schedule



ierraco

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Franklin - Fire Department ("Client") and Terracon Consultants, Inc ("Consultant") for Services to be provided by Consultant for Client on the Franklin Fire Department IH project ("Project"), as described in Consultant's Proposal dated 04/10/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement)

- 1. Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement) Portions of the Services may be subcontracted Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties in the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes Following Client's review, Client shall provide written acceptance If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee
- 4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement) If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project
- 8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance. Consultant represents that it now carries, and will continue to carry (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000), (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg), (iii) automobile liability insurance (\$2,000,000 B | and P D combined single limit), (iv) umbrella liability (\$5,000,000 occ / agg), and (v) professional liability insurance (\$1,000,000 claim / agg) Certificates of insurance will be provided upon request Client and Consultant shall waive subrogation against the other party on all general liability and property coverage

ierracon

Reference Number P58257126

- **10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law This Agreement shall be governed by and construed according to Kansas law
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations Consultant will take reasonable precautions to reduce damage to the site when performing Services, however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services) Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance
- 15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant Files shall be maintained in general accordance with Consultant's document retention policies and practices
- 16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant.	Terracon Consultants, Inc.		Client	City of Franklin - F	ire Department	
Ву	Bed Mayan	Date	4/10/2025	Ву		Date
Name/Title	Bradley S. Knipper, MS, CIH, CSP / Senior Industrial Hygienist		Name/Title	James Mayer / Fire Chief		
Address	s 4900 S Pennsylvania Ave, Ste 100 Cudahy, WI 53110-1347		Address	8901 West Drexel Avenue Franklin, WI 53132		
Phone	(414) 423-0255 F	ax (414)	423-0566	Phone	(414) 425-1420	Fax
Email	Brad.Knipper@terracon.com		Email	JMayer@franklinwl.gov		

TERRACON ENVIRONMENTAL SERVICES FEE SCHEDULE 2025

I. PERSONNEL

Α.	Profes	sional Staff		
	1.	Staff Professional	.\$85.00	hour
	2.	Senior Staff Professional	95.00	hour
	3.	Project Professional	.115.00	hour
	4.	Project Manager	. 125.00	hour
	5.	Project Manager II	. 145.00	hour
	6.	Senior Project Manager	160.00	hour
	7.	Principal/Senior Professional	180.00	hour
	8.	Senior Principal	.230.00	hour

B. Support Staff

1.	Clerical	\$70.00 hour
2.	Draftsperson	75.00 hour
3.	Administrative Project Manager	100.00 hour

II. EXPENSES/SUPPLIES/SUBCONTRACTED SERVICES

1	Transportation	0.77/mile
2	Packaging/Shipping	
3.	Subcontracted Services	
4	Materials and Supplies	•
5.	Analytical Laboratory Tests	
6.	Food/ Lodging	•

III. TERRACON EQUIPMENT SCHEDULE

1	Bailer (Disposable)	\$15.00 Each
2.	Low Flow Pump	45.00 Daily
3	Electric Water Level Indicator	35.00 Daily
4	Water Quality Meter	150.00 Daily
5	In-line 0.45 Micron Water Sampling Filter	
6	Photoionization Detector (HNU or OVM)	95.00 Daily
7.	Landfill Multi-Gas Meter	130.00 Daily
8.	Air Sampling Kit	250.00 Daily
9.	Pressure Field Extension Kit	30.00 Daily
10.	Sub-slab Insert	
11.	Drum	100.00 Each
12	X-ray Fluorescence (XRF) Detector	250.00 Daily

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE			
REPORTS AND RECOMMENDATIONS	Request Common Council Approval to replace a defective furnace at Fire Station #2.	item number G. 20.			
The Fire Department is see one of three HVAC units in	king council approval to replace a defective furnace at Fire S istalled at the station	Station #2 The furnace is			
currently non-functional T This furnace is needed for 1 \$1,693.00. A recent quote the however, this repair work w additional repair charges E fire department staff does r	replace this furnace that serves the central office area at Fire his furnace is original to the station, which was built in 2002 both heating and cooling functions and has already undergor for \$3,195 00 for additional repairs has been reviewed by fir will only allow for multiple additional error codes to be diag Because this furnace has more than exceeded the industry life not believe that the repair of the unit is financially prudent or crucial for the health and safety of the fire department mem	2, making it 23 years old ne repairs totaling e department staff; nosed This will result in e expectancy of 20 years, responsible			
Two quotes were received	to replace the furnace and the attached 23-year-old humidified	er.			
JMBrennan, Inc - \$7,178 00 Thielmann & Son - \$7486 00					
Inc to replace the defective	The quotes were reviewed by fire department staff and we recommend accepting the proposal from JMBrennan, Inc to replace the defective furnace with an energy efficient, two-stage unit. This firm has earned our trust, as they have done work at one of our other fire stations				
Fiscal Note					
This unbudgeted replacement is estimated at \$7,178 00 At this point in the year, the fire department operating budget line 01-0221-5557 "Building Maintenance-Systems" is capable of funding this unexpected equipment failure However, a combination of routine maintenance expenses and any additional unforeseen repairs during the balance of the year will completely exhaust this budget line and likely require a contingency fund request if repair of another critical building system is needed					
	COUNCIL ACTION REQUESTED				
exceed \$7200.00 v	ve the replacement of a defective furnace at Fire Stati with funding available in the fire department "Buildi ing fund (01-0221-5557).				



Billing Address

City Of Franklin Fire House

8901 West Drexel Avenue

Franklin, WI 53132 USA

The Thielmann Group Heating & Cooling 17020 W. National Ave New Berlin, WI 53151 (262) 299-6197

Invoice 125899 Invoice Date 2/14/2025 Completed Date 2/14/2025 **Customer PO** Payment Term Due Upon Receipt

Sta 112 - OFFICE Furnace Dingnostics

Job Address City Of Franklin Fire House 9911 South 60th Street Franklin, WI 53132 USA

Description of work

Upon arrival determined which furnace was not working and which thermostat controls said furnace. Found 4 code during inspection high limit fault. After further investigation found blower wheel in 2 pieces, one still attached to blower motor and the other laying in blower housing. Inspected primary and secondary heat exchangers, found some spots on primary that do not look good but will need to run furnace to determine how bad it is. After inspection of heat exchangers I took a look at the rest of the furnace and found more issues including vestibule plate rusting out, burners significantly rusted, signs of moisture in furnace this could be from ac issue or from combustion process, inducer motor has shaft play and has broken pieces of its cooling fan. Will call to find out price and availability of parts. Due to the age, condition, cost of repairs and potential lack of availability of parts it is my recommendation this unit be replaced.

			1947 and - 1949 - 1949	and a second
Task #	Description	Quantity	Price	Total
THCOMMDIAG	COMMERCIAL DAY DIAGNOSTIC FEE	1.00	\$189.95	\$189.95
TH - 911	SERVICE ADVISOR REQUESTED	1.00	\$0.00	\$0.00
TH - Billing Request	Service tech billing request	1.00	\$0.00	\$0.00
~			taka papagan na managana sa mangana sa mangana	and and a second
			Sub-Tota	\$189.95

Tax	\$11.21
Total Due	\$201.16
Payment	\$0.00

Balance Due \$201.16

2/14/2025

CUST NOT HELE CUST NOT HELE

2/14/2025



The Thielmann Group Heating & Cooling 17020 W. National Ave New Berlin, WI 53151 (262) 299-6197 Estimate 408078575 Project 408099433 Estimate Date 2/14/2025 Customer PO

Billing Address City Of Franklin Fire House 8901 West Drexel Avenue Franklin, WI 53132 USA Job Address City Of Franklin Fire House 9911 South 60th Street Franklin, WI 53132 USA

Estimate Details

Repair Estimate

Service #	Description	Quantity	Your Price	Your Total
133350	BLOWER WHEEL W/O MOTOR CHANGE	1.00	\$973.00	\$973.00
BURNR3	3-4 FURNACE BURNER ASSEMBLY REPLACEMENT	1.00	\$489.00	\$489.00
BURNR2	EACH ADDL MAIN BURNER REPLACEMENT	2.00	\$98.00	\$196.00
141120	REPLACE DRAFT COMBUSTION INDUCER ASSEMBLY	1.00	\$897.00	\$897.00
Vestibule Plate Replacement	Replacement of vestibule plate.	1.00	\$462.00	\$462.00

 Sub-Totai
 \$3,017.00

 Tax
 \$178.00

 Total
 \$3,195.00

Estimate to Fix Existing Station 2 Furnace (original from construction of station)



то	City of Franklin Fire Department	DATE	April 28, 2025
	8901 W. Drexel Rd.	PROJECT	City of Franklin Fire Department Furnace Install
	Franklin, WI 53132	ATTN	Robert Manke

SUBJECT TO THE FOLLOWING PROVISIONS AND CONDITIONS LISTED ON THIS PAGE AS WELL AS ANY OTHER ATTACHED PAGES, J.M. BRENNAN, INC. PROPOSES:

To furnish labor, material and equipment necessary to install a new 110k York Furnace

- Disconnect all ductwork and wiring connections as necessary to facilitate removal of the existing furnace.
- Furnish and install new furnace.
- Furnish and install new thermostat
- Furnish and install new humidifier
- Start up and verify operations.

Price by Model is as below:

	EL297UH110XV60C/110Btuh	\$7,521
1	EL297UH110XE60C/110Btuh	\$7,178
	ML196UH110XE60C Furnace-Gas/110Btuh	\$6,594

Please note we do not include the following:

- Premium time
- Any cooling upgrade
- Any controls or controls upgrades
- Any work not included in the above proposal

Please note: All pricing is subject to material price increases.

Work completed and billed in one month is due and payable on the 30th day of the following month. Balance due within thirty days following completion of job and final billing. This proposal is subject to written acceptance within thirty days of its date. There are no representations, promises, warranties, agreements, or understandings not expressed herein.

Respectfully submitted,

J.M. Brennan, Inc.

ACCEPTED THIS	DAY, 20

Recommended unit

BY Charlie Cook

B	1	(SEA	L)
-			







Burlington 262-763-2653			Oak Creek 414-764-4700 Waterford 262-534-5568
PROPOSAL SUBMITTED TO Franklin Fire Department – ATTN: BOI	B	рноне (414) 421-2420	DATE 04/29/2025
^{STREET} 9911 S. 60 TH St		Furnace Replaceme	nt – OPTION 2
CITY, STATE and ZIP CODE Franklin, WI 53132	<u> </u>	DOB ADDRESS	
email address rmanke@franklinwi.gov	DATE OF PLANS	JOB CONTACT	ALTERNATE PHONE
FURNACE: Carrier Infinity 59TN7C100C21	1, 97% AFUE, 100,0	00 BTU, 2-Stage, Varia	ble Speed, High Efficiency Furnace
THERMOSTATS: Honeywell T4 Programm	nable Thermostat		
AIR FILTER: Existing Filter Rack Will Be	Re-Used		
HUMIDIFIER: Existing Humidifier Will be	Re-Used		
PERMIT FEES & WIRING: Permit Fees &	Wiring by Licensed	l Electrician	
*WARRANTY: 5 YEAR I	PAR TS & ONE L	ABOR WARRANTY	ON AC & COIL
TOTAL INSTA	LLED COST	56,609.00 (Cas	h/Check)
THE ABOVE PRICES INCLUDE: Furnace, Du Permits & Wiring	ictwork Alterations, PV	/C Venting, Gas Piping, T	hermostat, Removal of Old Equipment,
	OPTIO	۷	\mathbf{v}
1. Install Aprilaire 700M Pow		Ianual Control 1 Humidi Ficr	ADD: \$877.00 X 7486 . 00
JOB NOTES: 3" PVC SCRAP, ½" GAS, DROP COIL CPVC AGAIN FOR DRAIN, RE-USE FILTER RACK CUT INTO COIL CABINET	& TRANSITION TO P	LENUM, 5' TO EXISTING	%" CPVC DRAIN - NEED TO USE 1/2"
Payment to be made as follows. Due Upon Completion	or - complete in accord	ance with above specifica	tions, for the sum of: \$
All maternal is guaranteed to be as specified. All work to be completed a according to standard practices. Any alteration or devision from above costs will be executed only upon written orders and will become an extra estimate. All agreements contingent upon strikes, accidents, or delays b	specifications involving extra a charge over and above the eyond our control. Owner to	Salesman Signature_Dave 9	•
carry fire, tornado, and other necessary insurance. Our workers are fully Compensation Insurance.		Note: This proposal may be wit	hdrawn by us if not accepted withindays
Acceptance of Proposal The above conditions are satisfactory and are hereby accepted. You are authorized		Customer Signature	·····
Payment will be made as outlined above.	me abasimen	Customer Signature	••••••••••••••••••••••••••••••••••••••

Date of Acceptance.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
Reports and Recommendations	City of Franklin Health Department Annual Report 2024	item number G • 21 •
Summary: Pres	entation of the 2024 Franklin Health Department Annua	Report
	COUNCIL ACTION REQUESTED	
The Director of on file.	Health and Human Services requests a motion to accept	the report and place

Health Department LG

BLANK PAGE

APPROVAL	REQUEST FOR	MEETING DATE	
	COUNCIL ACTION	May 6, 2025	
REPORTS &	A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 890-9994-000	ITEM NUMBER	
RECOMMENDATIONS		G.22-	

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 2024 tax year. Due to a palpable error, the value has been reduced by \$26,600

ANALYSIS

Parcel 890-9994-000 Owner Margaret Poplar Address 11856 W. Ryan Rd.

Per the City's Assessor, the initial 2024 assessment was incorrect. The City Assessor confirmed a correction to the water source listed on the property and deemed a reduction due to the water source being well water.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$76.40 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 \$355 25.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined Due to the 2024 property tax bill being paid in full, the \$431.65 will be refunded back to the property owner

COUNCIL ACTION REQUESTED

Motion to approve Resolution No 2025-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 890-9994-000, and direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities

Finance Dept - DB

STATE OF WISCONSIN CITY OF FRANKLIN. MILWAUKEE COUNTY

RESOLUTION NO 2025-____

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 890-9994-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74 33 (1) (a), which states that a clerical error has been made in the description of the property, and a partial rescission and refund of the tax due is appropriate

Margaret Poplar 11856 W Ryan Road Franklin, WI 53132 (TKN 890-9994-000) \$431 65

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 to the property owner in the sum of \$43165, 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						
01-0000-1415	Milwaukee County	\$76 40				
01-0198-5543	City of Franklin	S92 89				
01-0000-1412	MATC	<i>S19 47</i>				
01-0000-1411	Franklın School District	<i>\$212 80</i>				
01-0000-1413	MMSD	\$30 09				

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this ______ day of ______, 2025.

Passed at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025

APPROVED:

John R. Nelson, Mayor

ATTEST

Shirley J. Roberts, City Clerk

AYES NOES ABSENT

STATE OF WISCONSIN REAL ESTATE PROPERTY TAX BILL FOR 2024 CITY OF FRANKLIN

MILWAUKEE COUNTY

MARGARET M POPLAR NICHOLAS J POPLAR 11856 W RYAN RD FRANKLIN WI 53132-9003

BILL NUMBER: 366362 IMPORTANT Correspondence should refer to parcel number See reverse side for important information Be sure this description covers your property This description is for property tax bill only and may not be a full legal description ACRES 0 750

W 150 FT OF E 1023 65 FT OF S 250 FT OF SW 19 5 21 CONT

Property Address 1 Assessed Value Land 177,000	.1856 W RYAN RD Ass d Value Improvements 497,800	Total Assessed Value 674,800	Parcel # 8 Alt Parcel # Ave Assmt Ratio 0 9965	909994000 Net Assessed Value Rate	0 016227602
Est. Fair Mkt Land 177,600	Est. Fair Mkt. Improvements 499, 500	Total Est Fair Mkt. 677,100	A Star in this box means Unpaid Prior Year Taxes	(Does NOT reflect credits) School taxes reduced by school levy tax credit	\$1,067 90
Taxing Jurisdiction Milwaukee County City of Franklin Franklin School D MMSD MATC	Est. St Allocate 1 DIST 33	3,420,529 3,53 3,198,986 35,34		023 2024 Net Tax 1,671 76 2,127 2,008 51 2,586 3,259 07 4,857 655 43 837 427 03 542	33 28 8% 07 49 0% 64 27 8%
То	First Doll	ar Credit Gaming Credit	36,712	8,021 80 10,950 71 44 79 265 93 255 7,684 43 10,615	25 10 9% 16 -4 0%
Make Check Payable to CITY OF FRANKLIN TREASURER 9229 W LOOMIS ROA FRANKLIN WI 53132 414-425-4770	AD Or p	Payment Due On or Before Janu \$10,775 5 ay the following installments to 5340 01 DUE BY 01/3 2717 78 DUE BY 05/3 2712 78 DUE BY 05/3	31/2025 31/2025	Net Property Tax 2025 GARBAGE & RECYCLIN	10,615 97 159 60
FOR INFORMATIONAL PURP Voter Approved Temporary T Taxing Jurisdiction FRANKLIN 5 HOOL DIST FRANKLIN CHOOL DIST	B/ D POSES ONLY ax Increases Totaj Additional Taxes T 175 42 C		SE ONLY Year ease Ends ລີວ.5 ຖີຼີ	TOTAL DUE FOR FULL PAY Pay By January 31 2025 ▶ \$ 10 Warning If not paid by due dates insta and total tax is delinquent subject to interpenalty Failure to pay on time PLEASE RETURN PORTION WITH REM	, 775.57 æ Illment option is lost rest and if applicable See reverse
TREASURE 9229 W I	FRANKLIN IR LOOMIS ROAD WWI 53132-9728		Bill # Parcel #. Alt. Parcel #	STATE PROPERTY TAX BIL 366362 8909994000 For Full Payment	L FOR 2024
Check Fo	or Billing Address Change			asurer By Jan 31, 2025 OR PAY INSTALLMEN 1ST INSTALLMENT 2N Pay to Local Treasurer Pi \$5,340.01 \$	
NICHOLAS 11856 W	F M POPLAR S J POPLAR RYAN RD N WI 53132-9003			3RD INSTALLMENT Pay to Local Treasurer \$2,717.78 BY May 31 2025 FOR TREASURERS U PAYMENT BALANCE	SE ONLY

DATE

Name Parcel ID			Margaret & Nick F 890-9994-000	Poplar		
Assessed Value -		Original	\$674,800			
Assessed Value -		Revised	\$648,200			
Payments Due			-26,600			
Lottery Credit/First Dollar			334 41	334 41	0 00	
1/31			5,475 19	5,259 37	215 82	
3/31			2,737 60	2,629 68	107 91	
5/31			2,737 60	2,629 68	107 91	
			10,950 38	10,518 73	431 65	
						State
		2024	Original	Adjusted		Report
		Rate	Amount	Amount	Difference	Difference
	GL A/R Acct					
State Tax		0 000000	0 00	0 0 0	0 00	0 00
Milwaukee County	01 0000 1415	3 1524053	2,127 24	2,043 39	83 85	76 40
Sales Tax Credit		0 000000	0 00	0 00	0 00	
City of Franklin	01 0198 5543	3 8327391	2,586 33	2,484 38	101 95	92 89
MATC (VTAE)	01 0000 1412	0 8033489	542 10	520 73	21 37	19 47
1 Franklin Schools	01 0000 1411	8 7803398	5,924 97	5,691 42	233 55	212 80
State School Levy credit		-1 5825460	-1,067 90	-1,025 81	-42 09	
MMSD	01 0000 1413	1 2413147	837 64	804 62	33 02	30 09
		16 2276018	10,950 38	10,518 73	431 65	431 65

Milwaukee County is entitled to the Sales tax credit								
The School levy credit is pro	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 7803398						
Oak Creek/Franklin School:	01 0000 1418	7 1856896						
Whitnall Schools	01 0000 1419	7 2005082						
No Sewer 0 000000								

TOTAL

APPROVAL	REQUEST FOR	MEETING DATE		
	COUNCIL ACTION	May 6, 2025		
REPORTS &	A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 753-0030-000	ITEM NUMBER		
RECOMMENDATIONS		G1.23.		

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 2024 tax year Due to a palpable error, the value has been reduced by \$52,600

ANALYSIS

Parcel. 753-0030-000 Owner[.] Linda Mui Address 9288 W. Woelfel Rd.

Per the City's Assessor, the initial 2024 assessment was incorrect. The City Assessor assessed a foundation cracking issue that was known prior to the 2024 Board of Review that was not quantifiable at that time. Quotes to cure the cracking have now been received and reviewed by the assessor, which lead to this adjustment

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$183.68. 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 \$669.90.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined Due to the tax bill being outstanding, \$669 90 will be directly applied to the outstanding balance on the property tax bill.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No 2025-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 753-0030-000, and direct staff to directly apply the refund to the outstanding balance on the property tax bill

Finance Dept - DB

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO 2025-

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 753-0030-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74 33 (1) (a), which states that a clerical error has been made in the description of the property, and a partial rescission and refund of the tax due is appropriate.

Lında Muı 9288 W Woelfel Rd Franklın, WI 53132 (Parcel #753-0030-000) \$853 58

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 to the outstanding property bill in the sum of \$853 58, 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							
01-0000-1415	Milwaukee County	\$151 09					
01-0198-5543	City of Franklin	\$183 68					
01-0000-1412	MATC	\$38 51					
01-0000-1411	Franklın School District	\$420 81					
01-0000-1413	MMSD	\$59 49					

	Resolution introduce	l at a regular meeting of the Common Council of the City of Franklin	1
this	day of	, 2025	

Passed at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025

APPROVED.

ATTEST

John R Nelson, Mayor

Shirley J Roberts, City Clerk

AYES___NOES__ABSENT____

STATE OF WISCONSIN REAL ESTATE PROPERTY TAX BILL FOR 2024

CITY OF FRANKLIN MILWAUKEE COUNTY

LINDA F MUI DANIEL K MUI 9288 W WOELFEL RD FRANKLIN WI 53132-1952

BILL NUMBER: 356972

IMPORTANT Correspondence should refer to parcel number See reverse side for important information Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description

ACRES 0 742

BARBIAN ESTATES LOT 13

Property Address 9288 W WOELFEL RD Assessed Value Land Ass d Value Improvemen	nts Total Assessed Value	Parcel # 79 Alt. Parcel # Ave Assmt. Ratio	530030000	
216,900 971,300		0 9965	Net Assessed Value Rate (Does NOT reflect credits)	0 016227602
Est. Fair Mkt. Improveme 217,700 974,700		A Star in this box means Unpaid Prior Year Taxes	School taxes reduced by school levy tax credit	\$1,880 38
Taxing Jurisdiction E MILWAUKEE COUNTY CITY OF FRANKLIN FRANKLIN FRANKLIN SCHOOL MMSD MATC	3,420,529 3,53 33,198,986 35,34	Dist. Net 4,589 8,487	2023 2024 iTax Net Tax 3,466 89 3,745 4,165 25 4,554 6,758 66 8,552 1,359 24 1,474 885 58 954	06 9 3% 42 26 5% 93 8 5%
Lotte	45,488,865 47,78 Dollar Credit ry & Gaming Credit roperty Tax	6,712	16,635 62 19,281 71 44 79 265 93 255 16,298 25 18,947	25 10 9% 16 -4 0%
Make Check Payable to CITY OF FRANKLIN	Full Payment Due On or Before Janua \$19,106 8	-	Net Property Tax 2025 GARBAGE & RECYCLIN	18,947 23 159 60
TREASURER 9229 W LOOMIS ROAD FRANKLIN WI 53132-9728 414-425-4770	Or pay the following Installments to 9505 65 DUE BY 01/3 4800 59 DUE BY 03/3 4800 59 DUE BY 05/3	1/2025 1/2025	J	
FOR INFORMATIONAL PURPOSES ONLY Voter Approved Temporary Tax Increases Total Taxing Jurisdiction Additional Tax FRANKLIN SCHOOL DIST 1 4°5 FRANKLIN SCHOOL DIST 4°6,3	ces Applied to Property Incre	Year Pase Ends	TOTAL DUE FOR FULL PAY Pay By January 31 2025 ▶ \$ Warning If not paid by due dates insta and total tax is delinquent subject to interpenalty Faiture to pay on time \$ PLEASE RETURN I PORTION WITH REM	, 106.83 & Ilment option is lost est and if applicable, See reverse
CITY OF FRANKLIN TREASURER 9229 W LOOMIS ROAD FRANKLIN WI 53132-9728		Bill #: Parcel #. Alt. Parcel #	STATE PROPERTY TAX BIL 356972 7530030000	
Check For Billing Address Change			asurer By Jan 31, 2025 OR PAY INSTALLMEN 1ST INSTALLMENT 2N Payto Local Treasurer Pa \$9,505.65 \$	\$19,106.83 ITS OF D INSTALLMENT y to Local Treasurer 4,800.59 (March 31 2025
DANIEL K MUI 9288 W WOELFEL RD FRANKLIN WI 53132-1952			FOR TREASURERS U PAYMENT BALANCE DATE	SE ONLY

Name Parcel ID Assessed Value - Assessed Value - Payments Due Lottery Credit/First Dollar 1/31 3/31 5/31		Original Revised	Lında Muı 753-0030-000 \$1,188,200 \$1,135,600 -52,600 334 41 9,640 82 4,820 41 4,820 41 19,281 64	334 41 9,214 03 4,607 02 <u>4,607 02</u> 18,428 06		
			a 1			State
		2024	Original	Adjusted		Report
		Rate	Amount	Amount	Difference	Difference
	GL A/R Acct					
State Tax		0 000000	0 00	0 00	0 00	0 00
Milwaukee County	01 0000 1415	3 1524053	3,745 69	3,579 87	165 82	151 09
Sales Tax Credit		0 000000	0 00	0 00	0 00	
City of Franklin	01 0198 5543	3 8327391	4,554 06	4,352 46	201 60	183 68
MATC (VTAE)	01 0000 1412	0 8033489	954 54	912 28	42 26	38 51
1 Franklin Schools	01 0000 1411	8 7803398	10,432 80	9,970 95	461 85	420 81
State School Levy credit		-1 5825460	-1,880 38	-1,797 14	-83 24	
MMSD	01 0000 1413	1 2413147	1,474 93	1,409 64	65 29	59 49
		16 2276018	19,281 64	18,428 06	853 58	853 58

Milwaukee County is entitled	l to the Sales ta	x credit
The School levy credit is pro	portioned amor	ng all taxing districts
The State when calculating t	he amounts wil	I calculate the TIF impact and include that with the City total
Franklin Schools	01 0000 1411	8 7803398
Oak Creek/Franklin School:	01 0000 1418	7 1856896
Whitnail Schools	01 0000 1419	7 2005082
No Sewer		0 000000

TOTAL

APPROVAL	REQUEST FOR	MEETING DATE
	COUNCIL ACTION	May 6, 2025
REPORTS &	A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 750-0015-000	ITEM NUMBER
RECOMMENDATIONS		G.24.

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 2024 tax year Due to a palpable error, the value has been reduced by \$20,800

ANALYSIS

Parcel. 750-0015-000 Owner Michael Babler Address[.] 7477 S. North Cape Rd.

Per the City's Assessor, the initial 2024 assessment was incorrect. The City Assessor confirmed a correction to the water source listed on the property and deemed a reduction due to the water source being well water.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$72.63. 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 \$264.90

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the 2024 property tax bill being paid in full, the \$337.53 will be refunded back to the property owner.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No 2025-____, A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 750-0015-000, and direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities

Finance Dept - DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025-____

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 750-0015-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property, and a partial rescission and refund of the tax due is appropriate:

> Michael Babler 7477 S North Cape Rd. Franklin, WI 53132 (Parcel #750-0015-000) \$337.53

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 to the property owner in the sum of \$337.53; 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 purp 01-0000-1415 Mun 01-0198-5543 City of J ^' 0000-1412 MATC ''' Frankl MMSE Funds for this purpose are appropriated from the following Account Numbers. Milwaukee County Citv of Franklin \$59.74 City of Franklın \$72.63 \$15.23 Franklin School District \$166.40

MMSD

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

Passed at a regular meeting of the Common Council of the City of Franklin this day of _____, 2025.

APPROVED:

\$15.23

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES NOES ABSENT

CITY OF FRANKLIN MILWAUKEE COUNTY

BRITTANY J BABLER MICHAEL A BABLER 7477 S NORTH CAPE RD FRANKLIN WI 53132-1632

BILL NUMBER: 356783

IMPORTANT Correspondence should refer to parcel number See reverse side for Important information Be sure this description covers your property This description is for property tax bill only and may not be a full legal description

ACRES 0 674

TESS CORNERS CREEK SUBD NW 1/4 SEC 7-5-21 LOT 2 AND AN

Property Address 7477 S Assessed Value Land 138,300	NORTH CAPE RD Ass d Value Improvements		d Value Ave	t Parcel # e Assmt Ratio 0 9965	Net Assessed Valu	ue Rate	0.0160056	
	319,100		,400	0 9965	(Does NOT reflect cre	edits)	0 0162276	02
Est. Fair Mkt. Land 138,800	Est. Fair Mkt. Improvements 320,200),000 "	Star in this box leans Unpaid Pri- lear Taxes	or School taxes redu school levy tax cr	iced by edit	\$ 723	86
Taxing Jurisdiction MILWAUKEE COUNTY CITY OF FRANKLIN	Alloca	4,350,816 3,420,529	2024 Est. State Alds llocated Tax Dist 4, 354, 5 3, 538, 4	589 487	2023 Het Tax 1,517 02 1,822 60	2024 Net Tax 1,441 1,753	09 -3	88
FRANKLIN SCHOOL DIST MSD MATC		33,198,986 4,518,534	35,343,9 4,549,°		2,957 40 594 77 387 51	3,292 567 367	78 -4	5%
Total	First Do Lottery	45, 488, 865 Illar Credit & Gaming Credit perty Tax	47,786, [.]	712	7,279 30 71 44 265 93 6,941 93	7,422 79 255 7,088	25 10 16 -4	
Make Check Payable to CITY OF FRANKLIN	Fu	<mark>ill Payment Due On or</mark> န	Before January 3 7,247 69	31, 2025	Net Property Tax 2025 GARBAGE & R		7,088 159	
TREASURER 9229 W LOOMIS ROAD FRANKLIN WI 53132-9728 414-425-4770	Or	r pay the following inst 3576 07 DUE 1835 81 DUE 1835 81 DUE	BY 01/31/2 BY 03/31/2	2025	_			
		FOR TRE	ASURERS USE O	NLY				
Voter Approved Temporary Tax Increas TaxIng Jurisdiction FRANKLIN SCHOOL DI T	NLY	PAYMENT BALANCE DATE Total Additional Te Applied to Prope	ixes Yea rty Increase	r Ends	PLEAS	2025 by due dates instal ent subject to inter to pay on time S SE RETURN L	, 247.69 Ilment option is lost est and if applicable see reverse.	в, <u>189</u> -У-
FOR INFORMATIONAL PURPOSES ON Voter Approved Temporary Tax Increas Taxing Jurisdiction FRANKLIN SCHOOL DI T FRANKLIN SCHOOL DIST CITY OF FRANK TREASURER 9229 W LOOMI FRANKLIN WI	NLY ses Total Additional Taxes 1 5 4 5 0 4 6 00 0 KLIN S ROAD	PAYMENT BALANCE DATE Total Additional Ta Applied to Prope	uxes Yea rty increase 2 2	REAL E 5 Bill #. Parcel #: Alt Parcel # Total Due	Pay By January 31 2 ► \$ Warning If not paid b and total tax is delinque penalty Fallure PLEA: PORTIO ESTATE PROPER 356783 7500015000	2025 by due dates instal ent subject to inten it o pay on time S SE RETURN L SN WITH REM	, 247.69 Ilment option is lost est and if applicable See reverse.	." PA-686/3 (R

Name Parcel ID Assessed Value - Assessed Value - Payments Due Lottery Credit/First Dollar 1/31 3/31 5/31		Original Revised	Michael Babler 750-0015-000 \$457,400 \$436,600 -20,800 334 41 3,711 25 1,855 63 1,855 63 7,422 50	334 41 3,542 49 1,771 24 1,771 24 7,084 97	0 00 168 77 84 38 84 38 337 53	
						State
		2024	Original	Adjusted		Report
		Rate	Amount	Amount	Difference	Difference
	GL A/R Acct					
State Tax		0 000000	0 00	0 00	0 00	0 00
Milwaukee County	01 0000 1415	3 1524053	1,441 91	1,376 34	65 57	59 74
Sales Tax Credit		0 000000	0 00	0 00	0 00	
City of Franklin	01 0198 5543	3 8327391	1,753 09	1,673 37	79 72	72 63
MATC (VTAE)	01 0000 1412	0 8033489	367 45	350 74	16 71	15 23
1 Franklin Schools	01 0000 1411	8 7803398	4,016 13	3,833 50	182 63	166 40
State School Levy credit		-1 5825460	-723 86	-690 94	-32 92	
MMSD	01 0000 1413	1 2413147	567 78	541 96	25 82	23 53
		16 2276018	7,422 50	7,084 97	337 53	337 53

Milwaukee County is entitled	l to the Sales ta	x credit
The School levy credit is pro	portioned amor	ng all taxing districts
The State when calculating I	the amounts wil	I calculate the TIF impact and include that with the City total
Franklin Schools	01 0000 1411	8 7803398
Oak Creek/Franklin School:	01 0000 1418	7 1856896
Whitnall Schools	01 0000 1419	7 2005082
No Sewer		0 000000

TOTAL

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 6, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2025 TO CARRYOVER \$4,950 OF ECONOMIC DEVELOPMENT PROFESSIONAL SERVICES AS AN AMENDMENT TO THE 2025 BUDGET	ITEM NUMBER G_{a} , 25.

Background

The 2024 General Fund included \$19,800 for strategic planning services within the Economic Development Department. The Common Council Authorized Resolution 2024-8130, which authorized certain officials to execute an agreement with CP2, Inc. The final invoice for payment was received in 2025, in which a budget amendment is required.

Fiscal Impact

This final invoice totaling \$4,950 has no 2025 budget appropriations. The fiscal impact to the General Fund is a 2024 use of the Jan 1 fund balance. The 2024 year-end financial report and the year-end fund balance will include the impact of this invoice. Revenue was provided in 2024 but was unused. This action allows for this resource to be used without impacting the respective 2025 budget.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2025-____, an Ordinance amending Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budgets for the General Fund for the City of Franklin for Fiscal Year 2025 to Carryover \$4,950 of Economic Development Professional Services as an Amendment to the 2025 Budget

Roll Call Vote Required.

Finance Dept - DB

STATE OF WISCONSIN CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO 2025 - _____

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2025 TO CARRYOVER \$4,950 OF ECONOMIC DEVELOPMENT PROFESSIONAL SERVICES AS AN AMENDMENT TO THE 2025 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the General Fund, and

WHEREAS, the 2024 General Fund Economic Development Strategic Planning project overlapped into the 2025 fiscal year, and

WHEREAS, the Common Council authorized certain officials to execute an agreement with CP2, Inc totaling \$19,800, and

WHEREAS, the final invoice dated 2/20/25 totaled \$4,950; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such carryover in the 2025 General Fund budget; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below

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

Section 1 That certain encumbered funds of the 2024 budgeted amounts be transferred forward to the 2025 Annual Budget for the respective funds of the City of Franklin to pay for 2024 projects as follows.

General Fund	Economic Development	Non-Personnel	Increase	\$4,950
Section 2	Pursuant to Wis Stat § 65 9 notice of this budget amenda Ordinance on the City's web	ment within fifteen day		ost a
Section 3	The terms and provisions of provision of this Ordinance jurisdiction, or otherwise be law to take effect and be in remain in full force and effe	be found to be invalid legally invalid or fail force, the remaining te	by a court of competent under the applicable rul	t es of
Section 4	All ordinances and parts of or repealed	ordinances in contraver	ntion to this ordinance ar	e hereby

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ______ day of ______, 2025

APPROVED:

ATTEST.

John R Nelson, Mayor

Shirley J Roberts, City Clerk

AYES___NOES___ABSENT____

INVOICE

CP2 Consulting, Inc. 25 N River Lane, Suite 25431 Geneva, IL 60134 cory@cp2-consulting com cp2-consulting com



Bill to John Regetz City of Franklin, WI 9229 W. Loomis Road Franklin, Wisconsin 53132 Ship to John Regetz City of Franklin, WI 9229 W. Loomis Road Franklin, Wisconsln 53132

Invoice details

Invoice no.: 230 Invoice date: 02/20/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/20/2025	Final Involce	Strategic Planning Services	1	\$4,950 00	\$4,950.00
			Total		\$	4,950.00

Ways to pay

BANK

Please pay by ACH or Contact CP2 Consulting, Inc to pay

View and pay

.C.Dr

4

Riy from 61# 11-0641-5219 Other Professional Services Economic Dowlopment RODA Bardger Verso

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
REPORTS &	2024 Impact Fee Status and Recommendations	ITEM NUMBER
RECOMMENDATIONS		G. 20.

SUMMARY OVERVIEW

Impact fees help the City fund public infrastructure improvements needed to accommodate growth. They are collected during development and allocated to Park, Sewer, Water, Library, Law Enforcement, Fire Protection, Transportation, and Administrative purposes, as authorized under Wisconsin Statutes and City ordinances.

The attached 2024 Annual Impact Fee Report provides a comprehensive narrative review of collections, expenditures, and fund balances, and includes a clean summary of all impact fee ending balances as of December 31, 2024. The report also identifies trends affecting future collections and outlines a recommendation for a full impact fee and capital plan review in 2025, as budgeted

BACKGROUND

In accordance with the City's long-range planning and financial accountability, the City of Franklin continues to collect and allocate impact fees to eligible infrastructure improvements. Impact fee collections in 2024 began strong but slowed significantly in the year's second half. A refund of \$128,768 was processed for the Seasons at Franklin development. The refund resulted from overcharges on six buildings that had originally been approved for lower impact fee rates based on their 2022 submittal. After a review, it was determined that impact fees had been applied at the 2023 rate in error. The corrected refund accounted for the City's confirmation of fee grandfathering under the 2022 schedule, offset by \$79,200 still owed in sanitary sewer impact fees, for a net credit adjustment of \$49,568. Deferred debt obligations continue to affect the Library, Law Enforcement, Fire Protection, and Transportation impact fee categories.

Staff met with the City's impact fee consultants at Ruekert & Mielke in 2025 to discuss outstanding questions. Staff will continue to monitor balances and compliance requirements

2024–2025 Key Highlights:

- Impact fee collections were strong early in 2024 but slowed significantly by Q3 and Q4
- A refund of \$128,768 was issued to Seasons at Franklin due to the application of an incorrect impact fee schedule, net adjustment after sewer fees were applied
- Park Impact Fees remain fully programmed to avoid statutory rebate risks.
- Deferred debt obligations continue in the Library, Law Enforcement, Fire Protection, and Transportation categories
- Staff recommends a full impact fee and capital plan review in 2025, as budgeted, based on development trends

FINANCIAL IMPACT

- Park Impact Fee balance \$4,812 645
- Water Impact Fee balance \$3,825,894
- Sewer Impact Fee balance \$953,569
- Library Impact Fee balance \$193.530
- Law Enforcement Impact Fee balance \$222,126
- Fire Protection Impact Fee balance \$522,398
- Transportation Impact Fee balance \$450,561

Impact fee revenue overall remains strong, but expenditures and project eligibility must continue to be carefully managed

POLICY CONSIDERATIONS

- The last suspension of the automatic impact fee increases was enacted via Ordinance 2014-2128
- A formal review of fee schedules and project eligibility is recommended and budgeted for 2025.
- Ongoing compliance with Wisconsin Statutes §66 0617 remains a priority

STAFF RECOMMENDATION

Accept the 2024 Annual Impact Fee Report and Fund Balances Summary. Authorize Administration and Finance staff to continue monitoring collections, expenditures, and statutory compliance, and prepare for a full impact fee and capital plan review in 2025, as budgeted

COUNCIL ACTION REQUESTED

Review and accept the 2024 Annual Impact Fee Report and Fund Balances Summary

2024 Impact Fee Summary Report

The City of Franklin receives impact fees for Park (including a community center), Water, SW Sewer, Administrative, Transportation, Law Enforcement, Fire Protection, and Library The Director of Administration shall report annually to the Common Council regarding all deposits, withdrawals, and fund balances in these accounts The purpose of the annual report is to provide the Common Council with information necessary to determine that all funds collected are spent within the time required for the purpose intended and that the amount of fees imposed continues to represent an equitable and reasonable apportionment of the cost of public improvements and requirements generated by land development.

Some categories that have borrowed money to support spending on projects depend upon higher impact fees than are currently being received. Impact fee collections during 2024 started strong but slowed significantly by Q3 and Q4 A refund of \$128,768 was processed for the Seasons at Franklin development The refund resulted from overcharges on six buildings that had initially been approved for lower impact fee rates based on their 2022 submittal. After a review, it was determined that impact fees had been applied at the 2023 rate in error. The corrected refund accounted for the City's confirmation of fee grandfathering under the 2022 schedule, offset by \$79,200 still owed in sanitary sewer impact fees, for a net credit adjustment of \$49,568.

Park Impact Fees

Park Impact Fees are programmed based on the fees on hand The balance as of December 31, 2024, was approximately \$4,812,645 New collections in 2024 totaled \$225,160 Notable expenditures included capital projects such as the Forest Home trail, S. 116th Street trail, the Wisconsin Department of Transportation (DOT) project on St Martins Road, the Ryan Creek trail, the Cascade trail, and the Loomis Pathway. As of March 2025, Park Impact Fees are fully programmed through eligible projects to avoid the risk of statutory rebate requirements.

Water Impact Fees

Water Impact Fees fund expansions to the City's water infrastructure. As of December 31, 2024, the fund balance was approximately \$3,825,894 2024 collections totaled \$545,189. Future commitments for planned storage tanks and oversizing projects are significant, as outlined in the 2023 Water and Sewer Impact Fee Study adopted by the Common Council in early 2024 The Lovers Lane water tower project appropriated 51% funding from water impact fees

Sewer Impact Fees

Sewer Impact Fees support growth in the Southwest Sanitary Sewer District. As of December 31, 2024, the balance was approximately \$953,569, with \$245,066 collected during 2024 These funds are reserved for trunk sewer expansion projects serving the Southwest portion of the City identified in the most recent Impact Fee Study

Library Impact Fees

Library Impact Fees are dedicated to principal repayment and interest for growth-related costs associated with the Library facility. The beginning balance in 2024 was \$159,430, and \$37,172 in new fees were collected Deferred principal and interest payments from prior years remain outstanding, requiring continued careful application of incoming Library Impact Fees

Law Enforcement Impact Fees

Law Enforcement Impact Fees repay principal and interest for the 2001 Law Enforcement building project. As of December 31, 2024, the fund balance was \$222,126, with \$71,095 collected during the year Deferred payments from prior years continue to affect the Debt Service Fund until it is fully caught up.

Fire Protection Impact Fees

Fire Protection Impact Fees fund growth-related costs associated with Fire Station No. 3. The beginning balance in 2024 was \$494,282, with \$62,257 in new fees collected Outstanding Fire Station No 3 obligations are supported through ongoing impact fee collections

Transportation Impact Fees

Transportation Impact Fees support major infrastructure projects such as improvements to Drexel Avenue and Oakwood Road The balance as of December 31, 2024, was approximately \$450,561. Collections in 2024 totaled \$90,647. Deferred debt payments remain a factor for this category.

Impact Fee Fund Balances as of December 31, 2024

- Park Impact Fees \$4,812,645
- Water Impact Fees \$3,825,894
- Sewer Impact Fees \$953,569
- Library Impact Fees \$193,530
- Law Enforcement Impact Fees: \$222,126
- Fire Protection Impact Fees \$522,398
- Transportation Impact Fees \$450,561

Staff will continue to monitor all impact fee balances and expenditures to ensure compliance with applicable statutes and align collections with capital improvement needs Based on development trends, fund activity, and the outcomes of ongoing studies, the city is recommended and budgeted to undertake a comprehensive review of impact fees and related project planning in 2025

2024 Annual Impact Fee Report: Quick FAQ

Q1: Why did impact fee collections slowdown in late 2024?

 A^{\cdot} Development activity, particularly new residential permits, slowed significantly by the third and fourth quarters of 2024 This mirrored regional trends and market factors such as interest rates and construction costs Staff are monitoring collections closely, but balances remain healthy overall.

Q2: What caused the \$128,000 refund to Seasons at Franklin?

A: The refund was issued because of overcharges on six buildings that had originally been approved for lower impact fee rates based on their 2022 submittal. After a review, it was determined that impact fees had been applied at the 2023 rate in error. The corrected refund accounted for the City's confirmation of fee grandfathering under the 2022 schedule, offset by \$79,200 still owed in sanitary sewer impact fees, for a net credit adjustment of \$49,568.

Q3: Are we at risk of having to rebate other impact fees to developers?

A. No immediate risk is anticipated Park Impact Fees, which carry the most significant rebate risk under statutory deadlines, have been thoroughly programmed into eligible projects. Staff continues to track all fee timelines to avoid mandatory rebates.

Q4: Why is a complete reevaluation of impact fees planned for 2025?

A Reevaluation is recommended to ensure that fee levels, project eligibility, and collection projections align with current development patterns, capital needs, and legal compliance standards Development activity shifts and completed infrastructure investments since the last study warrant an updated review

Q5: What happens if development collections remain slow in 2025 and beyond?

 \mathbf{A} · Staff closely monitors collections each quarter If slower collections persist, the City would focus on

- Prioritizing eligible expenditures to maintain compliance
- Adjusting the timing of capital projects if necessary
- Reevaluating fee structures in 2025 to ensure they remain equitable without unduly burdening development

The City's healthy fund balances provide a buffer for near-term obligations

Q6: Are current impact fee rates at risk of being challenged by developers?

A: The City completed an updated Water and Sewer Impact Fee Study in 2023 and has carefully aligned fee schedules with legally eligible improvements. Staff plans to fully reevaluate all impact fees in 2025 to confirm continued compliance with Wisconsin Statutes §66.0617 and minimize the risk of successful legal challenges.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		5/6/2025
REPORTS &	Adjustment to Three Department Head Compensations to the 40th Percentile	ITEM NUMBER
RECOMMENDATIONS	Market Benchmark	G.27.

SUMMARY OVERVIEW

Following the Personnel Committee's review and recommendation, Administration and Finance propose adjusting the salaries of three department head positions to align with the 40th percentile of validated market ranges

This action is the first step in a phased approach to implement an overdue update to our compensation plan, ensuring continued leadership retention, internal equity, and market competitiveness All voting, sworn-in Personnel Committee members supported this recommendation.

BACKGROUND

The City's 2015 Compensation Plan was based on a top-of-range, multi-band structure that has proven difficult to maintain and administer. The updated compensation plan, developed in 2023 by GovHR and refined in 2024 with the assistance of all department heads, modernizes market comparisons, simplifies structures, and supports fiscal predictability.

Through this updated plan, Administration and Finance identified three department head positions currently positioned significantly below market benchmarks. These critical leadership roles are recommended for adjustment to the 40th percentile, ensuring alignment with the City's desired updated compensation philosophy.

Although a new member participated in recent Personnel Committee discussions, the member's vote is not formally recorded as the member had not yet been sworn in All sworn-in Personnel Committee members voted to support this step of progress, known as Phase 1, of our goal to implement an updated compensation plan

FINANCIAL IMPACT

- Estimated 2025 budget impact (May–December). \$11,488, includes benefits
- Funding is available within the existing 2025 budget under the Merit Pool fund; no additional appropriations are required

Department	Hourly Rate	Current Annual Salary	Estimated New Annual Salary	Estimated New Annual Salary
Clerk	\$46 8917	\$97,535	~\$48 3603	~\$100,589
Health	\$46 1944	\$96,084	~\$48 3603	~\$100,589
Building Maintenance	\$33 2277	\$69,114	~\$35 9520	~\$74,780

(Proposed Annual Salary estimated Proposed Hourly Rate × 2080 hours)

POLICY CONSIDERATIONS

- Supports phased, fiscally responsible implementation of the 2025 compensation plan update.
- Enhances leadership retention, operational continuity, and internal equity.
- Aligns salaries with contemporary market benchmarks and updated compensation philosophy.

STAFF RECOMMENDATION

Approve salary adjustments for three department head positions to align with the 40th percentile of validated market ranges, effective May 6, 2025, or the first whole pay period following approval

COUNCIL ACTION REQUESTED

Motion to approve the Phase 1 adjustment of three department head salaries to the 40th percentile of validated market benchmarks, as the Personnel Committee, Administration, and Finance recommend

DOA – KH, Finance Dept – DB

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DAT 5-6-2025
Reports and Recommendations	A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER	item number G. 28,
publishes its offici bids were solicited	ncil must designate the official newspaper for the City of Fi al notices. Pursuant to Chapter 61, Franklin Municipal Cod and the one bid received was opened May 1, 2025.	le and W1s. Stat § 985.03
Attached for your	review is the bid received, which is from NOW Media Grou	up (South Now)
	COUNCIL ACTION REQUESTED	
Motion adopting I	COUNCIL ACTION REQUESTED Resolution No 2025, A Resolution Designating ar	n Official Newspaper.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO 2025-

A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER

WHEREAS, The Wisconsin State Statutes, Chapter 985 provides that the City of Franklin name an official newspaper to publish their legal notices; and

WHEREAS, bids have been solicited pursuant to Section 61, Franklin Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that NOW Media Group (NOW) is hereby designated as the official newspaper of the City of Franklin for one (1) year commencing May 1, 2025 and ending April 30, 2026.

BE IT FURTHER RESOLVED that the price of publication shall not exceed the legal rate for like work.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 6th day of May, 2025 by

Passed and adopted by the Common Council on the 6th day of May, 2025

APPROVED

John R. Nelson, Mayor

ATTEST

Shirley J Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



Invitation for Bid - 2025

April 7, 2025

City of Franklin City Clerk 9229 W Loomis Rd Franklin, WI, 53132

The below information is the state certified information for the NOW Newspapers South NOW newspaper for legal advertising.

Name of Type: Arial Classified Type size: 6

Indicate Line Rates:	1 st Insertion	Subsequent Insertion	Column Width (pica)
1 column	\$1.00	\$.79	9.17

Display Rates, per column inch: 1st Insertion: \$12.09 Subsequent Insertion: \$9.55

Paid Newspaper Subscriptions to be circulated in this geographic area: 11,940

Affidavit Cost: \$1.00 Affidavits shall be mailed within 10 days of publication.

Dates of Publication: Every Wednesday

Vendor: South NOW

Authorized Signature: /s/ Tara Hamm

Print Name & Title: Tara Hamm, Director- Public Notices thamm@gannett.com

Address: PO Box 23430, Green Bay WI 54305

Telephone: 414-224-2121 Fax: 877-943-0443

Email: MJS-Legal@gannett.com

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/06/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.
See attached Licen May 6, 2025.	se Committee Meeting Minutes from the License Co	mmittee Meeting of
	COUNCIL ACTION DEQUESTED	
Approval o	COUNCIL ACTION REQUESTED f the Minutes of the License Committee Meeting of N	1av 6, 2025.
CITY CLERK'S OFFICE		



414-425-7500 License Committee Agenda* Franklin City Hall Aldermen's Room 9229 West Loomis Road, Franklin, WI May 6, 2025 – 3:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Reco	mmendat	ions
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 Renewal 5:15 p.m.	Justin Hoffmann Iron Mike's			
Operator 2024-2025 New	Kayla Begley Target Store T-2388			
Operator 2024-2025 New	Angelica Bouwens Hideaway Pub & Eatery			
Operator 2024-2025 New	Ashley Pethick Walgreens #15020			
Operator 2024-2025 New	Tarhemen Raines-Bass Target Store T-2388			
Operator 2024-2025 New	Nicholas Schneider Target Store T-2388			
Operator 2025-2026 New	Daniel Bartels The Rock Sports Complex			
Operator 2025-2026 New	Shaneika Battle Sam's Club #8167			
Operator 2025-2026 New	Brianna Garcia Milwaukee Burger Company			

Operator 2025-2026 New	Maria Gonzales Hampton Inn & Suites	
Operator 2025-2026 New	Dawn Klinko Walgreens #15020	-
Operator 2025-2026 New	Mariae Idzikowski Polish Center of Wisconsin	
Operator 2024-2025 New	Kimberly Hornaday The Rock Sports Complex	
Operator 2025-2026 Renewal	Kimberly Hornaday The Rock Sports Complex	
Operator 2024-2025 New	Elizabeth Schilling Root River Center	
Operator 2025-2026 Renewal	Elizabeth Schilling Root River Center	
Operator 2025-2026 Renewal	Geraldine Arteaga Walgreens #15020	
Operator 2025-2026 Renewal	Thomas Balistreri Polish Center of Wisconsin	
Operator 2025-2026 Renewal	Maria Baltutis Hampton Inn & Suites	
Operator 2025-2026 Renewal	Michael Bartolone On the Border	
Operator 2025-2026 Renewal	Kallie Berg Polish Center of Wisconsin	

Operator	Sarah Berg		
2025-2026	Polish Center of Wisconsin		
Renewal			
Operator	Megan Bock	 	
2025-2026	Mulligans Irish Pub & Grill		
Renewal			
Operator	John Braovac	 <u> </u>	
2025-2026	Croatian Park		
Renewal	Croatian Park		
A CHOWAI			
Operator	Kimberly Burdick	 	
2025-2026	Irish Cottage		
Renewal			
Operator	Christina Burzynski	 	
2025-2026	Polish Center of Wisconsin		
Renewal			
Operator	Joseph Cauley		
2025-2026	Rawson Pub		
Renewal			
Operator	James Chase		
2025-2026	Ricky's Double Barrel Inn		
Renewal	Nexy S Double Barrer Init		
One		 	
Operator 2025-2026	Sydney Churchill		
Renewal	Sendik's Food Market		
Kenewai			
Operator	Tadeusz Cieslak		
2025-2026	Polonia Sport Club		
Renewal	-		
Operator	Oscar Cobian		
2025-2026	On the Border		
Renewal			
Ononeter		 	
Operator 2025-2026	Maricel Delgado-Fuentes		
2025-2026 Renewal	Hampton Inn & Suites		
ленежаі			
Operator	Janel Deprey	 	
2025-2026	Ricky's Double Barrel Inn		
Renewal			
L		 	<u> </u>

Operator	Hailey Frejnik	 <u> </u>	_ <u></u>
2025-2026	Milwaukee Burger Company		
Renewal			
Operator	April Gagliana	 <u> </u>	
2025-2026	The Bowery Bar & Grill		
Renewal			
Operator	Alisha Garcia	 	
2025-2026	Honey Butter Cafe		
Renewal			
Operator	Madeline Gernhauser	 	
2025-2026	Milwaukee Burger Company		
Renewal			
Operator	Jennifer Halser		<u></u>
2025-2026	Polish Center of Wisconsin		
Renewal			
Operator	Robert Hovanec	 	
2025-2026	Sendik's Food Market		
Renewal			
Operator	Andrew Hushek	 	
2025-2026	Polish Center of Wisconsin		
Renewal			
Operator	John Hushek		
2025-2026	Polish Center of Wisconsin		
Renewal			
Operator	Jessica Jacobi		
2025-2026	Sendik's Food Market		
Renewal			
Operator	Josip Jaksic	 	
2025-2026	Croatian Park		
Renewal			
Operator	John Janiszewski		
2025-2026	Polish Center of Wisconsin		
Renewal			
Operator	Kayla Jedrzewewski		
2025-2026	The Rock Sports Complex		
Renewal			

Operator 2025-2026 Renewal	Kevin Kais Walgreen's #15020	
Operator 2025-2026 Renewal	Paramjeet Kaur New Liquor & Food	
Operator 2025-2026 Renewal	Katelyn Krieg Polish Center of Wisconsin	
Operator 2025-2026 Renewal	Lillian Krieger Milwaukee Burger Company	
Operator 2025-2026 Renewal	Ashtyn Lindl Milwaukee Burger Company	
Operator 2025-2026 Renewal	Mikala Lindl Milwaukee Burger Company	
Operator 2025-2026 Renewal	Emily Logan Milwaukee Burger Company	
Operator 2025-2026 Renewal	Kerri Mc Cracken Mulligan's Irish Pub & Grill	
Operator 2025-2026 Renewal	Ericka Meeks Romey's Place	
Operator 2025-2026 Renewal	Lee Ann Meier Country Lanes Bowling Center	
Operator 2025-2026 Renewal	Camille Nicolai Hampton Inn & Suites	
Operator 2025-2026 Renewal	Zackary Niesen Sendik's Food Market	

Operator	Tyler Okrzesik			
2025-2026	Milwaukee Burger Company			
Renewal	And the second s			
Operator	Amy Ottaviani		<u> </u>	
2025-2026	Irish Cottage			
Renewal				
Operator	Kelly Ottoson		<u> </u>	
2025-2026	Irish Cottage			
Renewal			,	
Operator	Sharon Paul	·······		
2025-2026	Hideaway Pub & Eatery			
Renewal				
Operator	Holly Pesch			
2025-2026	The Rock Sports Complex			
Renewal				
Operator	Samantha Piszczek			
2025-2026	Mulligan's Irish Pub & Grill			
Renewal				
Operator	Denise Popp			
2025-2026	Romey's Place			
Renewal				
Operator	Amy Purvis	•		
2025-2026	Walgreens #15020			
Renewal				
Operator	Debra Reichart			
2025-2026	Rawson Pub			
Renewal				ļ
Operator	Nicole Salas			
2025-2026	Bowery Bar & Grill			
Renewal				
Operator	Jenell Salewsky			
2025-2026	Walgreen's #15020			
Renewal				
Operator	John Saric		+	
2025-2026	Croatian Park			
Renewal				

Operator	Julie Schaefer		
2025-2026 Renewal	The Rock Sports Complex		
Operator	Suzanne Serra	 	
2025-2026 Renewal	Romey's Place		
Operator 2025-2026 Renewal	Susanmarie Sinda Ricky's Double Barrel Inn		
Operator 2025-2026 Renewal	Catherine Smith Sendik's Food Market	 	
Operator 2025-2026 Renewal	Elyzabeth Smith Rawson Pub		
Operator 2025-2026 Renewal	Nadine Stork Walgreens #15020		
Operator 2025-2026 Renewal	Ann Thaler Irish Cottage		
Operator 2025-2026 Renewal	Theofania Topetzes Honey Butter Cafe		
Operator 2025-2026 Renewal	Stacie Trippler On the Border		
Operator 2025-2026 Renewal	Anja Ubiparipovic Walgreens #15020		
Operator 2025-2026 Renewal	Kathleen Varga Walgreens #15020		
Operator 2025-2026 Renewal	Mato Veber Croatian Park		

Operator	Amrit Virk	 T	
2025-2026	New Liquor & Food		
Renewal	Itew Elquor te I ood		
Operator	Simran Virk		
2025-2026	New Liquor & Food		
Renewal	•		
0		 	
Operator 2025-2026	Maren Wendt		
Renewal	Honey Butter Cafe		
Renewai			
Operator	Michael Wichman Jr.	 1	
2025-2026	Sendik's Food Market		
Renewal			
Onerator	Michael Williams	 	
Operator 2025-2026	Croatian Park		
Renewal	Croalian Park		
Operator	Alyssa Zastrow		
2025-2026	Bowery Bar & Grill		
Renewal			
Class A	Twosinghs LLC	 	
Combination	DBA 7-Eleven #35834C		
2025-2026	Jasbir Singh, Agent		
	7610 W Rawson Ave		
Class A	Ryan Fuel LLC		
Combination	DBA Andy's On Ryan Rd		
2025-2026	Kavita Khullar, Agent		
	5120 W Ryan Rd		
Class A	Wisconsin CVS Pharmacy LLC		
Combination	DBA CVS Pharmacy #5390		
2025-2026	Mattie Washington, Agent		
	5220 W Rawson Ave		
Class A	Andyone Inc		
Combination	DBA Discount Cigarettes & Liquor		
2025-2026	Sunny Patel, Agent		
	6507A S 27th St		
Class A	Kwik Trip Inc		
Combination	DBA Kwik Trip #287		
2025-2026	Jill Le Claire, Agent		
	5040 W Rawson Ave	 	<u></u>
Class A	Kwik Trip Inc		
Combination	DBA Kwik Trip #857		
2025-2026	Michael Roberts, Agent		
	10750 W Speedway Dr		

				<u>-</u> 1
Class A	Nerankar LLC			
Combination	DBA Mann Liquor Beer & Wine			
2025-2026	Vinder Kumar, Agent			
	7158 S 76th St			
Class A	Jujhar LLC			
Combination	DBA Midtown Citgo			
2025-2026	Hardip Bhatti, Agent			
	11123 W Forest Home Ave			
Class A	New Liquor & Food Inc			
Combination	DBA New Liquor & Food			
2025-2026	Gurjeet Singh, Agent			
	8305 S 27th St			
Class A	Ultra Mart Foods LLC			
Combination	DBA Pick 'n Save #6360			
2025-2026	Todd Glaser, Agent			
	7201 S 76th St			
Class A	Mega Marts LLC			
Combination	DBA Pick 'n Save #6431			
2025-2026	Gayl Draves, Agent			ļ
	7780 S Lovers Lane Rd		_	
Class A	Sam's East Inc			
Combination	DBA Sam's Club #8167			
2025-2026	Tiffany Jones, Agent			ļ
	6705 S 27th St			
Class A	Sendik's Franklin LLC			
Combination	DBA Sendik's Food Markets			
2025-2026	Theodore Balistreri, Agent			
	5200 W Rawson Ave			
Class A	Target Corporation			
Combination	DBA Target Store T-2388			
2025-2026	Jairo Barron Perez, Agent			
	7800 S Lovers Lane Rd			
Class A	Wal-Mart Stores East LP			
Combination	DBA Walmart #1551			
2025-2026	Heather Burns, Agent	ļ		
	6701 S 27th St			
Class A	Walgreen Co		-	
Combination	DBA Walgreens #05459			
2025-2026	Austin Korth, Agent		ļ	
	9909 W Loomis Rd			
Class A	Walgreen Co			
Combination	DBA Walgreens #05884			
2025-2026	Brian Furlick, Agent			
	9527 S 27th St			
L	<i>JJ21 0 21</i> ul 0t			

Class A	Walgreen Co	r		
Combination	DBA Walgreens #15020			
2025-2026	Brianna Cole, Agent			
2023-2020	7130 S 76th St			
Class B Beer	M Squared Inc			
2025-2026	DBA Crossroads II Pizza & Subs			
2023-2020				
	Michael Falk, Agent 11357 W St Martins Rd			
Class B Beer	Sweet Basil MKE LLC			
Class C Wine	DBA Sweet Basil			
2025-2026				
2023-2020	Kenneth Sithy, Agent			
Class B Beer	6509B S 27th St Waha Restaurant LLC	·		
Class C Wine				
	DBA Waha Buffet			
2025-2026	Yanni Jin, Agent			
Class D	6514 S Lovers Lane Rd			
Class B	The Bowery LLC			
Combination	DBA The Bowery Bar & Grill			
Entertainment &	Roger Hein, Agent			
Amusement	3023 W Ryan Rd			
2025-2026				
Class B	RLGIDI Inc			
Combination	DBA Casa Di Giorgio			
2025-2026	Rex Idrizi, Agent			
Class B	3137 W Rawson Ave	<u> </u>		
Class B Combination	Brinker Restaurant Corporation DBA Chili's Bar & Grill			
2025-2026				
2025-2020	Lindsay Bieske, Agent 6439 S 27th St			
Class B				
Class B Combination,	Country Lanes Bowling LLC			
Entertainment &	DBA Country Lanes Bowling Center	{		
Amusement,	Kevin Meier, Agent 11231 W Forest Home Ave			
Bowling	11231 w Polest Home Ave			
2025-2026				
Reserve Class B	Federation of Croatian Societies Inc	<u> </u>		
Combination,	DBA Croatian Park			
Entertainment &	Josip Veber, Agent			
Amusement	9100 S 76th St			
2025-2026				
Reserve Class B	Crystal Ridge Ski Area LLC			
Combination,	DBA Crystal Ridge			
Entertainment &	Riley May, Agent			
Amusement	7011 S Ballpark Dr			
2025-2026				
		I	l	L

Reserve Class B	FF&E LLC	T	
Combination	DBA Hampton Inn & Suites Milwaukee/Franklin		
2025-2026	Jefferson Calimlim, Agent		
2023-2020	6901 S 76th St		
Class B	Franklin Food & Beverage LLC	 	
Combination	DBA The Hideaway Pub & Eatery		:
2025-2026	Frank Orcholski, Agent		
2023-2020	9643 S 76th St		
Class B	Pantheon of Wisconsin Inc	 	
Combination	DBA Honey Butter Café		
2025-2025	Elizabeth Karampelas, Agent		
2023-2023	7221 S 76th St		
Class B	Dhiman LLC		
Combination	DBA India Palace		
2025-2026	DBA India Falace Deepak Dhiman, Agent		
	7107 S 76th St		
Class B		 	
Class B Combination	Irish Cottage of Franklin LLC DBA Irish Cottage		
Entertainment &	Jenny Jennings, Agent		
Amusement	11433 W Ryan Rd		
2025-2026			
Class B	Jax on 27th LLC		
Combination	DBA Iron Mike's		
Entertainment &	William Rushman, Agent		
Amusement	6357 S 27th St		
2025-2026			
Class B	The Landmark of Franklin LLC		
Combination	DBA Landmark		
Entertainment &	Lorie Beth Knaack-Helm, Agent		
Amusement	11401 W Swiss St		
2025-2026			
Class B	Little Cancun LLC		
Combination	DBA Little Cancun Restaurant		
Entertainment &	Veronica Cervera, Agent		
Amusement	7273A S 27th St		
2025-2026		 	
Reserve Class B	BPC Golf Entertainment LLC		
Combination,	DBA Luxe/Dog Haus/The Bricks		
Entertainment &	Thomas Johns, Agent		
Amusement	7065 S Ballpark Dr		
2025-2026			
Class B	Robley Tech Inc		
Combination	DBA Michaelangelo's Pizza		
2025-2026	Lindsey Miller, Agent		
	8330 W Puetz Rd		

Reserve Class B	Hudson Burger LLC	
Combination	DBA Milwaukee Burger Co.	
2025-2026	Jessica Cullen, Agent	
2023-2020	6421 S 27th St	
Class B	Enthusiast Approved LLC	
Combination	DBA Mimosa	
2025-2026	Apostolos Evreniadis, Agent	
2023-2020	9405 S 27th St	
Class B	B S T LLC	
Combination	DBA Mulligan's Irish Pub & Grill	
Entertainment &	Brian Francis, Agent	
Amusement	8933 S 27th St	l
2025-2026	6755 5 27 ul St	
Class B	H, B & H LLC	
Class B Combination	DBA On The Border	
Entertainment &	Gerald Hay, Agent	
Amusement	10741 S 27th St	
2025-2026	10/41 S Z/ul St	
Class B	Point After LLC	
Combination	DBA Point After Pub & Grille	
Entertainment &	Darryl Malek, Agent	
Amusement	7101 S 76th St	
2025-2026		
Class B	Polish Heritage Alliance Inc	
Combination	DBA Polish Center of Wisconsin	
Entertainment &	Jeffrey Kuderski, Agent	
Amusement	6941 S 68th St	
2025-2026		
Class B	Polonia Sport Club Inc	
Combination	DBA Polonia Sport Club	
Entertainment &	Richard Rabiega, Agent	
Amusement	10200 W Loomis Rd	
2025-2026		
Class B	Rawson Pub Inc	
Combination	DBA Rawson Pub	
Entertainment &	Steven Schweitzer, Agent	
Amusement	5621 W Rawson Ave	
2025-2026		
Class B	Ricky's Harrisburg Inn LLC	
Combination,	DBA Ricky's Double Barrel Inn	
Entertainment &	Nathan Fabry, Agent	
Amusement	11318 W St Martins Rd	
2025-2026		

Class B	ROC Ventures LLC			
Combination,	DBA Rock Sports Complex/Ballpark Commons			
Entertainment &	Thomas Johns, Agent		ļ	
Amusement,	7005 S Ballpark Drive			
Drive-In Movie				
Theater				
2025-2026				
Class B	Romey's Place LLC			
Combination	DBA Romey's Place			
2025-2026	Nathan Fabry, Agent			
	7508 S North Cape Rd			
Class B	Root Group LLC			
Combination,	DBA Root River Center			
Entertainment &	David Church, Agent			
Amusement,	7220 W Rawson Ave			
Bowling				
2025-2026				
Reserve Class B	Dadaswami Hospitality LLC			
Combination,	DBA Staybridge Suites Milwaukee Airport South			
Entertainment &	Violeta Reaves, Agent]]
Amusement	9575 S 27th St			
2025-2026				
Class B	R&C PUB & GRUB LLC			
Combination,	DBA Swiss Street Pub & Grille			
Entertainment &	Chrystal Rausch, Agent			
Amusement	11430 W Swiss Street			
2025-2026				
Class B	Tuckaway Country Club Inc			
Combination,	DBA Tuckaway Country Club			
Country Club,	Michael Nedeau, Agent			
Entertainment &	6901 W Drexel Ave			
Amusement				
2025-2026				
Amusement	American Entertainment Services Inc			
Device Operator	W337 S5059 Hwy GG			
2025-2026	Dousman, WI 53118			
	Kenneth Grothmann			
Amusement	Reggie's Amusements LLC	- 	+	
Device Operator	4918 S Packard Ave			
2025-2026	Cudahy, WI 53110			
202J-2020	Reginald Zeniecki			
Day Care				
Day Care	Creative Explorers Learning Center			ļ
2024-2025	DBA Creative Explorers Learning Center	1		
	7700 W Faith Dr			
	Musa Abdeljaber		<u></u>	

Day Care	Creative Explorers Learning Center		
2025-2026	DBA Creative Explorers Learning Center		
	7700 W Faith Dr		
	Musa Abdeljaber		
Day Care	Ingenious Inc		
2025-2026	DBA Ingenious Childcare		
	7260 S 76 th St		
	Banmeet Dadwal		
Day Care	Kindercare Education LLC		
2025-2026	DBA KinderCare		
	6350 S 108 th St		
	Theresa Castronovo		
Entertainment &	Innovative Health & Fitness Building LLC		
Amusement	DBA Innovative Health & Fitness		
2025-2026	8800 S 102 nd St		
	Scott Cole		
Entertainment &	Milwaukee County Parks		
Amusement	DBA Oakwood Park Golf Course		
2025-2026	3600 W Oakwood Rd		
	Joshua Zuba		
Entertainment &	Milwaukee County Parks		
Amusement	DBA Whitnall Park Golf Course		
2025-2026	6751 S 92 nd St		
	Joshua Zuba		
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

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/6/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
amount of \$ 6,220,557.8 vouchers totaling \$ 40,7	ated April 11, 2025 through May 1, 2025 Nos. 202415 thr 31. Also included in this listing are EFT Nos. 6048 throug 80.67, Water Utility vouchers totaling \$ 804,375.51 and P 7. Voided checks in the amount of \$ (12,172.22) are separ	h EFT Nos. 6068, Librar property Tax Refunds in
\$ 3,314,032.11 are prov	ents dated April 11, 2025 through April 30, 2025 in the an ided on a separate listing and are also included in the comp een released as authorized under Resolutions 2013-6920, 2	plete disbursement listing
through Nos. 361 (S) da \$ 2,752.70 represents re There is also an addition	perty tax disbursements, EFT Nos. 549 through Nos. 554 a ted April 16, 2025 through April 21, 2025 in the amount of fund reimbursements and \$ 3,981,497.82 represents settlem hal \$ 6,744,651.97 of tax settlements from American Depo ithorized under Resolutions 2013-6920, 2015-7062 and 20	of \$ 3,984,250.52. ments from US Bank. osits. These payments
	pril 18, 2025 is \$ 528,285.93, previously estimated at \$ 53 \$ 545,694.45, previously estimated at \$ 547,000.	1,000. Payroll deduction
	ay 2, 2025 is \$ 464,589.70, previously estimated at \$ 481, 259,330.02, previously estimated at \$ 270,000.	000. Payroll deductions
The estimated payroll for \$ 532,000.	or May 16, 2025 is \$ 480,000 with estimated deductions ar	nd matching payments of
	COUNCIL ACTION REQUESTED	
Motion approving the fo	ollowing	
• City vouchers with an	n ending date of May 1, 2025 in the amount of \$ 6,220,557	2.81
• •	8, 2025 in the amount of \$ 528,285.93 and payments of the ount of \$ 545,694.45 plus City matching payments and	e various payroll
• •	2025 in the amount of \$ 464,589.70 and payments of the v 9,330.02 plus City matching payments and	various payroll deduction
• Estimated payroll dat	ed May 16, 2025 in the amount of \$ 480,000 and payment out of \$ 532,000, plus City matching payments.	s of the various payroll