

| APPROVAL<br><i>Slw</i>       | REQUEST FOR<br>COUNCIL ACTION   | MEETING<br>DATE<br><br>01/03/17    |
|------------------------------|---|------------------------------------|
| REPORTS &<br>RECOMMENDATIONS | RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE FOURTH ADDENDUM TO THE TUCKAWAY PINES CONDOMINIUM DEVELOPMENT AT 7556, 7558, 7560 WEST TUCKAWAY PINES CIRCLE (BUILDING 0), 7550, 7552, 7554 WEST TUCKAWAY PINES CIRCLE (BUILDING 1), 7530, 7532, 7534 WEST TUCKAWAY PINES CIRCLE (BUILDING 2), 7501, 7503, 7505 WEST TUCKAWAY PINES CIRCLE (BUILDING 5), 7543, 7545, 7547 WEST TUCKAWAY PINES CIRCLE (BUILDING 10) AND 7542, 7544, 7546 WEST TUCKAWAY PINES CIRCLE (BUILDING 11) (WAYNE E. FOSTER, THE FOSTER GROUP, LTD. (GLANDON HOLDINGS LLC, OWNER), APPLICANT) | ITEM<br>NUMBER<br><br><i>G. 6.</i> |

At its December 22, 2016 meeting, the Plan Commission recommended approval of a resolution conditionally approving a condominium plat for the Fourth Addendum to the Tuckaway Pines condominium development at 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 West Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Building 10) and 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11) (Wayne E. Foster, The Foster Group, Ltd. (Glandon Holdings LLC, Owner), Applicant).

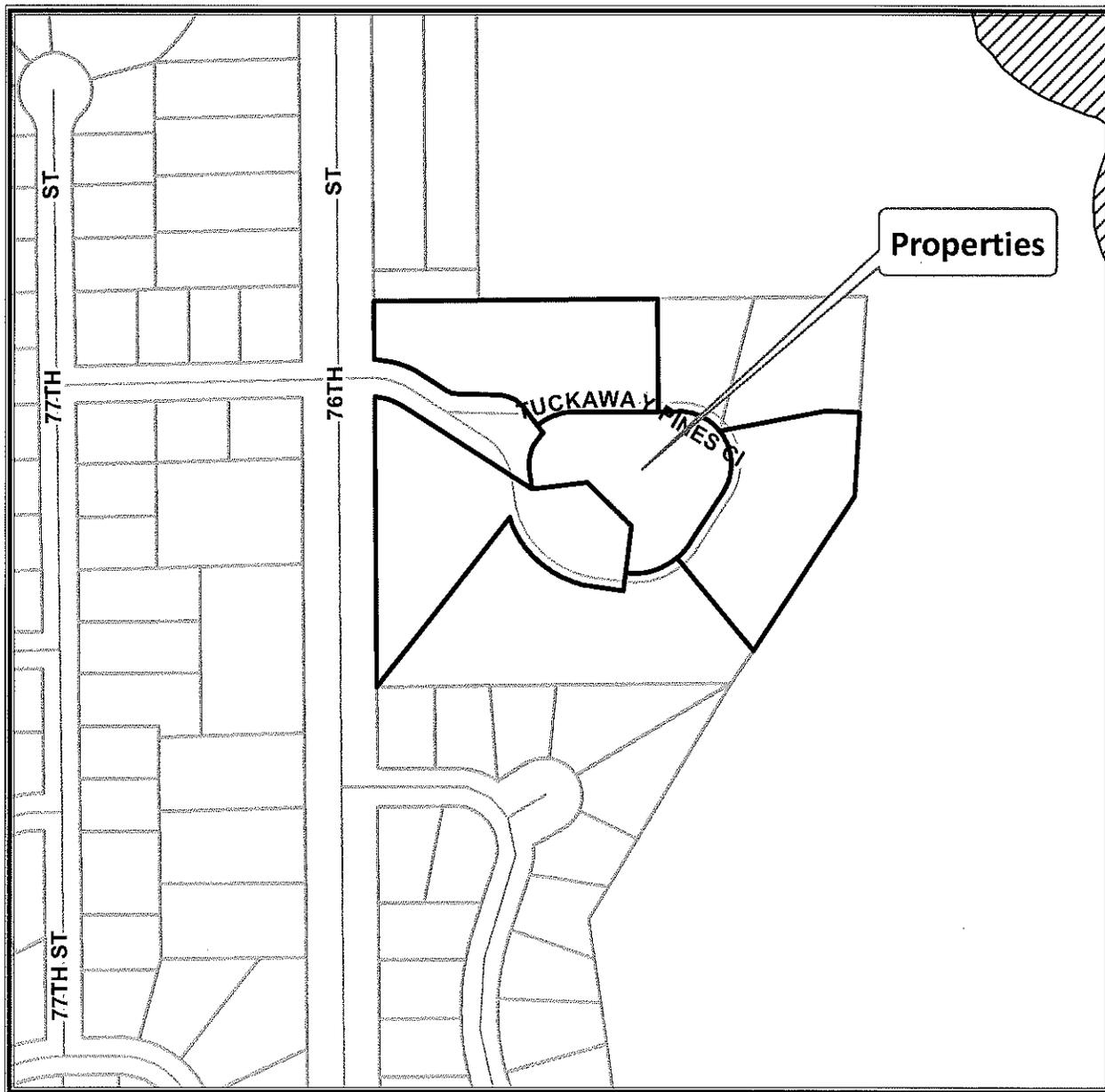
**COUNCIL ACTION REQUESTED**

A motion to approve Resolution 2017-\_\_\_\_\_, conditionally approving a condominium plat for the Fourth Addendum to the Tuckaway Pines condominium development at 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 WEST Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Building 10) and 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11) (Wayne E. Foster, The Foster Group, Ltd. (Glandon Holdings LLC, Owner), Applicant).

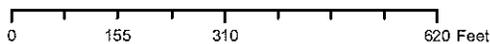


### Tuckaway Pines Circle

TKN: 804 0087 000; 804 0066 000; 804 9999 005; 804 0075 000



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



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

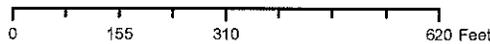


### Tuckaway Pines Circle

TKN: 804 0087 000; 804 0066 000; 804 9999 005; 804 0075 000



Planning Department  
(414) 425-4024



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

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

Meeting of December 22, 2016

**Condominium Plat**


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**RECOMMENDATION:** Department of City Development staff recommends approval of the Fourth Addendum to Tuckaway Pines condominium Plat, subject to the conditions in the draft resolution.

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|                                       |  |
|---------------------------------------|--|
| <b>Project Name:</b>                  | Fourth Addendum to Tuckaway Pines Condominium Plat   |
| <b>Project Address:</b>               | 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 West Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Buildings 10) and 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11) |
| <b>Applicant:</b>                     | Wayne Foster, Foster Group, Ltd.   |
| <b>Property Owner:</b>                | Glandon Holdings LLC   |
| <b>Current Zoning:</b>                | R-8 Multiple-Family Residence District   |
| <b>2025 Comprehensive Plan</b>        | Residential – Multi-Family   |
| <b>Use of Surrounding Properties:</b> | Recreational and Residential   |
| <b>Applicant Action Requested:</b>    | Approval of the Condominium Plat Addendum for Tuckaway Pines Condominiums  |

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**Project Description/Analysis**

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft resolution.

On November 18, 2016, the applicant submitted a Condominium Plat Application to amend the Condominium Plat for the Tuckaway Pines development. This is the fourth addendum to the original Tuckaway Pines Condominium Plat.

The current Condominium Plat submittal is consistent with the recent Special Use Amendment approval, Resolution No. 2016-7218, which allowed density, site plan and architectural changes. A copy of that staff report and resolution are attached for your review.

Staff is recommending approval of the Condominium Plat, subject to the following conditions:

1. *A written easement document shall be submitted, approved by the Common Council and recorded with the Milwaukee County Register of Deeds at the time of Condominium Plat recording for the storm water pond at the northwest corner of the site.*

2. An affidavit of correction shall be submitted and recorded with the Milwaukee County Register of Deeds for the relocated easement between Building Nos. 10 and 11 at the time of Condominium Plat recording.
3. An easement shall be submitted, approved by the Common Council and recorded with the Milwaukee County Register of Deeds at the time of Condominium Plat recording for the storm water pipe located directly east of Building No. 11. This easement area should also include dimensions (e.g. distance from Building No. 11). The outside of the storm pipe shall be no closer than five feet to any point of the proposed building.
4. There shall be no alteration to Retention Pond Easement 1 as currently shown on the plat prior to Engineering Department certification of the storm water management system. Alternatively, the plat shall be revised to show the existing Retention Pond Easement boundary and remove Building No. 10 from the easement area.
5. The area that was previously right-of-way, vacated in 2005 via Resolution No. 2005-5973, shall be recorded as a utility easement to connect to the existing utility easements along West Tuckaway Pines Circle. The easement agreement shall include both public and private utilities. Furthermore, the applicant shall show this area as a utility easement on the Condominium Plat and record a separate written easement document with the Milwaukee County Register of Deeds at the time of Condominium Plat recording.
6. Following approval of the Condominium Plat Addendum, the applicant shall provide staff with a complete collated set of approved plans, including those plans submitted as part of the Special Use, prior to issuance of a Building Permit.

### **Staff Recommendation**

Department of City Development staff recommends approval of the Fourth Addendum to Tuckaway Pines condominium Plat, subject to the conditions in the draft resolution.

RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING

A CONDOMINIUM PLAT FOR THE FOURTH ADDENDUM TO THE TUCKAWAY PINES CONDOMINIUM DEVELOPMENT AT 7556, 7558, 7560 WEST TUCKAWAY PINES CIRCLE (BUILDING 0), 7550, 7552, 7554 WEST TUCKAWAY PINES CIRCLE (BUILDING 1), 7530, 7532, 7534 WEST TUCKAWAY PINES CIRCLE (BUILDING 2), 7501, 7503, 7505 WEST TUCKAWAY PINES CIRCLE (BUILDING 5), 7543, 7545, 7547 WEST TUCKAWAY PINES CIRCLE (BUILDING 10) AND 7542, 7544, 7546 WEST TUCKAWAY PINES CIRCLE (BUILDING 11)  
(WAYNE E. FOSTER, THE FOSTER GROUP, LTD.  
(GLANDON HOLDINGS LLC, OWNER), APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for the Fourth Addendum to the Tuckaway Pines Condominium development, such plat being all of Parcel 1 of C.S.M. No. 7110, recorded as Document No 8309116, Milwaukee County Register of Deeds Office, being all that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; Together with the vacated right-of-way of Tuckaway Pines Circle as recorded as Document No. 09094307. Milwaukee County Register of Deeds Office; Exempting therefrom the lands declared in the original Tuckaway Pines Condominium as recorded as Document No. 8618305, Milwaukee County Register of Deeds Office; Exempting therefrom the lands declared in the First Addendum to Tuckaway Pines Condominium as recorded as Document No. 08905842, Milwaukee County Register of Deeds Office; Exempting therefrom the lands declared in the Second Addendum to Tuckaway Pines Condominiums as recorded as Document No. 09052413, Milwaukee County Register of Deeds; Exempting therefrom the lands declared in the Third Addendum to Tuckaway Pines Condominium as recorded as Document No. 09320992, Milwaukee County Register of Deeds; said lands hereby being more particularly described as follows; Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of said Section 15; thence South 00°29'52" East along the west line of said Northwest Quarter (NW 1/4) 897.375 feet (recorded as 897.310 feet) to the north line and its extension of said CSM; thence North 89°26'25" East along the north line of said CSM and its extension 865.561 feet to the east line of said CSM; thence South 03°19'57" West along the east line of said CSM 188.108 feet to the south line of lands declared in the First Amendment to the Condominium Declaration of Tuckaway Pines Condominium; thence North 86°40'03" West along the said south line 55.000 feet; thence South 79°28'21" West along the said south line 178.377 feet to the beginning of a curve of radius 85.420, the center of which lies to the west; thence southeasterly along the arc of said curve and along the west line of lands declared in the Third Addendum to Tuckaway Pines Condominium and its extension 108.058 feet, the chord of said arc bearing South 03°08'16" East 100.996 feet; thence South 33°06'08" West along

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
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DEVELOPMENT FOR WAYNE E. FOSTER, THE FOSTER GROUP, LTD. (GLANDON  
HOLDINGS LLC, OWNER)

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the north line of lands declared in the First Amendment to Condominium Declaration of Tuckaway Pines Condominium 96.289 feet to the beginning of a curve of radius 110.420 feet, the center of which lies to the north; thence southwesterly along the arc of said curve and along the north line of declared lands in the Second Addendum to Tuckaway Pines Condominium 124.304 feet, the chord of which bears South 65°21'08" West 117.843 feet to the easterly line of lands declared in the First Amendment to Condominium Declaration of Tuckaway Pines Condominium; thence North 07°36'08" East along the said easterly line 76.223 feet; thence North 44°55'12" West along the said easterly line 101.429 feet; thence South 83°25'09" West along the said easterly line 90.000 feet to the easterly line of vacated Tuckaway Pines Circle; thence North 08°05'52" West along the east line of said vacated right-of-way 29.581 feet to the beginning of a curve of radius 69.920 feet, the center of which lies to the east; thence northeasterly along the said vacated right-of-way and along the arc of said curve 68.276 feet, the chord of said arc which bears North 19°52'35" East 65.595 feet; thence North 37°31'05" West along the east line of said vacated right-of-way 15.542 feet to the beginning of a curve of radius 85.420 feet, the center of which lies to the south; thence northeasterly along the arc of said curve and along the south line of lands declared in the First Amendment to Condominium Declaration of Tuckaway Pines Condominium 60.842 feet, the chord of which bears North 69°05'50" East 59.564 feet; thence North 89°30'08" East along the south line of said lands declared in the First Amendment 175.275 feet to the beginning of a curve of radius 85.420 feet, the center of which lies to the south; thence southeasterly along the arc of said curve and along the south line of said First Amendment 76.212 feet, the chord of which bears South 64°56'16" East 73.710 feet to the place of beginning, of the property located at 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 West Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Building 10) and 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11), bearing tax key nos.; Building 0 (proposed): 7556, 804-0061-000, 7558, 804-0060-000, 7560, 804-0059-000, Building 1 (proposed): 7550, 804-0064-000, 7552, 804-0063-000, 7554, 804-0062-000, Building 2 (proposed): 7530, 804-0089-000, 7532, 804-0088-000, 7534, 804-0087-000, Building 3 (existing): 7510, 804-0092-000, 7512, 804-0091-000, 7514, 804-0090-000, Building 4 (existing): 7500, 804-0086-000, 7502, 804-0085-000, 7504, 804-0084-000, 7506, 804-0083-000, Building 5 (proposed): 7501, 804-0065-000, 7503, 804-0066-000, 7505, 804-0067-000, Building 6 (existing): 7511, 804-0069-000, 7513, 804-0070-000, 7515, 804-0071-000, 7517, 804-0072-000, Building 7 (existing): 7521, 804-0093-000, 7523, 804-0094-000, 7525, 804-0095-000, Building 8 (existing): 7531, 804-0096-000, 7533, 804-0097-000, 7535, 804-0098-000, Building 9 (existing): 7561, 804-0078-000, 7563, 804-0077-000, 7565, 804-0076-000, 7567, 804-0075-000, 7569, 804-0074-000, 7571, 804-0073-000, Building 10 (proposed):

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THE FOURTH ADDENDUM TO THE TUCKAWAY PINES CONDOMINIUM  
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7543, 804-0081-000, 7545, 804-0082-000, 7547, 804-0080-000, Building 11 (proposed):  
7542, 804-9999-005 (land ID), 7544, 804-9999-005 (land ID), 7546, 804-9999-005 (land  
ID), Building 12 (eliminated): 7522, 804-9999-005 (land ID), 7524, 804-9999-005 (land ID),  
7526, 804-9999-005 (land ID), Wayne E. Foster, The Foster Group, Ltd. (Glandon Holdings  
LLC, owner)/applicant; said Condominium Plat having been reviewed by the City Plan  
Commission following the reviews and recommendations or reports of the Department of  
City Development and the City Engineering Department, and the Plan Commission having  
recommended approval thereof at its meeting on December 22, 2016, pursuant to certain  
conditions; and

WHEREAS, the Common Council having reviewed such application and Plan  
Commission recommendation and the Common Council having determined that such  
proposed condominium plat for the Fourth Addendum to the Tuckaway Pines Condominium  
development is appropriate for approval pursuant to law upon certain conditions, and will  
serve to further orderly growth and development and promote the health, safety and welfare  
of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of  
the City of Franklin, Wisconsin, that the Condominium Plat for the Fourth Addendum to the  
Tuckaway Pines Condominium development, as submitted by Wayne E. Foster, The Foster  
Group, Ltd. (Glandon Holdings LLC, owner)/applicant, as described above, be and the same  
is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by  
Milwaukee County, and by any and all reviewing agencies, shall be satisfied and  
made by the applicant, and that all minor technical deficiencies within the  
Condominium Plat for the Fourth Addendum to the Tuckaway Pines Condominium  
development be rectified, all prior to the recording of the Condominium Plat.
2. That all land development and building construction permitted or resulting under this  
Resolution shall be subject to impact fees imposed pursuant to §92-9. of the  
Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified  
Development Ordinance, both such provisions being applicable to the development  
and building permitted or resulting hereunder as it occurs from time to time, as such  
Code and Ordinance provisions may be amended from time to time.
3. Wayne E. Foster, The Foster Group, Ltd. (Glandon Holdings LLC, owner)/applicant,  
successors and assigns, shall pay to the City of Franklin the amount of all

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE FOURTH ADDENDUM TO THE TUCKAWAY PINES CONDOMINIUM  
DEVELOPMENT FOR WAYNE E. FOSTER, THE FOSTER GROUP, LTD. (GLANDON  
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development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Fourth Addendum to the Tuckaway Pines Condominium development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

4. The approval granted hereunder is conditional upon Wayne E. Foster, The Foster Group, Ltd. (Glandon Holdings LLC, owner)/applicant, and the Fourth Addendum to the Tuckaway Pines Condominium development project for the properties located at 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 West Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Building 10) and 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Fourth Addendum to the Tuckaway Pines Condominium development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. The applicant shall resolve all staff comments related to the Condominium Plat for the Fourth Addendum to the Tuckaway Pines Condominium development following a detailed staff review, prior to recording with the Milwaukee County Register of Deeds.
7. A written easement document shall be submitted, approved by the Common Council and recorded with the Milwaukee County Register of Deeds at the time of Condominium Plat recording for the storm water pond at the northwest corner of the site.
8. An affidavit of correction shall be submitted and recorded with the Milwaukee County Register of Deeds for the relocated easement between Building Nos. 10 and 11 at the time of Condominium Plat recording.
9. An easement shall be submitted, approved by the Common Council and recorded with the Milwaukee County Register of Deeds at the time of Condominium Plat recording

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE FOURTH ADDENDUM TO THE TUCKAWAY PINES CONDOMINIUM DEVELOPMENT FOR WAYNE E. FOSTER, THE FOSTER GROUP, LTD. (GLANDON HOLDINGS LLC, OWNER)

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for the storm water pipe located directly east of Building No. 11. This easement area should also include dimensions (e.g. distance from Building No. 11). The outside of the storm pipe shall be no closer than five feet to any point of the proposed building.

10. There shall be no alteration to Retention Pond Easement 1 as currently shown on the plat prior to Engineering Department certification of the storm water management system. Alternatively, the plat shall be revised to show the existing Retention Pond Easement boundary and remove Building No. 10 from the easement area.
11. The area that was previously right-of-way, vacated in 2005 via Resolution No. 2005-5973, shall be recorded as a utility easement to connect to the existing utility easements along West Tuckaway Pines Circle. The easement agreement shall include both public and private utilities. Furthermore, the applicant shall show this area as a utility easement on the Condominium Plat and record a separate written easement document with the Milwaukee County Register of Deeds at the time of Condominium Plat recording.
12. Following approval of the Condominium Plat Addendum, the applicant shall provide staff with a complete collated set of approved plans, including those plans submitted as part of the Special Use, prior to the issuance of a Building Permit.

BE IT FURTHER RESOLVED, that the Condominium Plat for the Fourth Addendum to the Tuckaway Pines Condominium development be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat for the Fourth Addendum to the Tuckaway Pines Condominium development, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Fourth Addendum to the Tuckaway Pines Condominium development with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE FOURTH ADDENDUM TO THE TUCKAWAY PINES CONDOMINIUM  
DEVELOPMENT FOR WAYNE E. FOSTER, THE FOSTER GROUP, LTD. (GLANDON  
HOLDINGS LLC, OWNER)  
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Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

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

ATTEST:

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

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

 **CITY OF FRANKLIN** 

**REPORT TO THE PLAN COMMISSION**

Meeting of June 23, 2016

**Special Use Amendment**

**RECOMMENDATION:** Department of City Development staff recommends approval of the Special Use Amendment, subject to the conditions in the draft resolution.

|                                       |  |
|---------------------------------------|--|
| <b>Project Name:</b>                  | Tuckaway Pines Condominiums Special Use Amendment  |
| <b>Project Address:</b>               | 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 West Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Buildings 10) and 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11) |
| <b>Applicant:</b>                     | Wayne Foster, Butler Creek LLC   |
| <b>Property Owner:</b>                | North Shore Bank FSB   |
| <b>Current Zoning:</b>                | R-8 Multiple-Family Residence District   |
| <b>2025 Comprehensive Plan</b>        | Residential – Multi-Family   |
| <b>Use of Surrounding Properties:</b> | Recreational and Residential   |
| <b>Applicant Action Requested:</b>    | Approval of the Special Use Amendment Application for the proposed building additions  |

**Introduction**

Please note:

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

On May 20, 2016, the applicant submitted a Special Use Amendment Application to amend the Special Use for the Tuckaway Pines Condominium development. The applicant is proposing to complete the project by constructing Buildings 0, 1, 2, 5, 10 and 11 as two-unit buildings. Previously, these buildings were approved as three-unit buildings. In addition, the applicant is proposing to eliminate Building 12, which was also a three-unit building.

The applicant intends to file a Condominium Plat Application for these proposed changes following approval of the Special Use Amendment Application. As part of the approval of this Special Use, *staff recommends that a Condominium Plat be approved by the City of Franklin per Division 15-7.0600 of the Unified Development Ordinance and recorded with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.*

The original condominium plat was approved by Resolution No. 2001-5145 and amended by Resolution 2001-5317, Resolution 2005-5865 and 2006-6091. The original plat that was approved had 12 buildings (two 6-unit buildings and ten 4-unit buildings) for a total of 52 units. The density was reduced to 47-units in 2005 via Resolution No. 2005-5865. The most recent approval of Tuckaway Pines Condominiums, Resolution No. 206-6091, was for a 44 unit residential community. 23 units have been constructed and the applicant is proposing 12 additional units for a total of 35, a reduction of 9 units.

The applicant provided a letter dated November 30, 2015 from the Condominium Association indicating general support of the changes and completion of the condominium development.

Staff met with three members of the Condominium Association regarding the project on June 16, 2016. As the letter states, there is general support for the project changes; however, these particular board members did discuss concerns regarding the storm water pond, the size of Building No. 5 (they would prefer a three-unit, opposed to a two-unit building) and a lack of some architectural features.

Further in this report, staff has made recommendations related to storm water management and architecture that may in part address and satisfy these concerns. Staff has no objections to changing Building No. 5 to a three or even four-unit building; however, staff only notes this as a suggestion the Plan Commission and Common Council may want to consider.

## **Project Description/Analysis**

### **Site Plan:**

The Tuckaway Pines Condominium development consists of several parcels. The parcels that are part of this application include:

- Taxkey No. 804-0087-000, 2.20 acres
  - 7556, 7558, 7560 W. Tuckaway Pines Circle (Building 0)
  - 7550, 7552, 7554 W. Tuckaway Pines Circle (Building 1)
  - 7530, 7532, 7534 W. Tuckaway Pines Circle (Building 2)
- Taxkey No. 804-0066-000, 1.52 acres
  - 7501, 7503, 7505 W. Tuckaway Pines Circle (Building 5)
  - Also contains existing Building No. 6, 7511, 7513, 7515, 7517 W. Tuckaway Pines Circle
- Taxkey No. 804-0075-000, 1.97 acres
  - 7543, 7545, 7547 W. Tuckaway Pines Circle (Building 10)
- Taxkey No. 804-9999-005, 1.25 acres
  - 7542, 7544, 7546 W. Tuckaway Pines Circle (Buildings 11)
  - Also contains the location for the previously proposed Building No. 12 at 7522, 7524, 7526 W. Tuckaway Pines Circle

The buildings will be placed in generally the same location as previously illustrated in 2006; however, the footprint of the buildings will change from three-unit buildings to two-unit

buildings. Minor grading changes, curb cut locations and utility modifications will also occur. The most significant site plan change is the elimination of Building No. 12, which was the easternmost building within the middle of Tuckaway Pines Circle. The applicant has indicated that their preference is to not try to fit a third building in this small area.

The applicant's engineer, in the attached letter, requested that additional engineering plans (e.g. grading and erosion control) not be required at this time as the applicant is only constructing the remainder of the buildings. The applicant noted that they would provide necessary engineering plans at the time of Building Permit. Staff recommends that the applicant shall submit a grading, erosion control and utility plan for review and approval by the Engineering Department, prior to issuance of a Building Permit.

In review of the site plan, Engineering Staff discovered an outstanding issue stemming from approval of a right-of-way vacation in 2005 where the necessary utility easements were not put in place. The right-of-way that was vacated was located at the entrance from South 76<sup>th</sup> Street, extending about 15-feet into the greenspace of Tuckaway Pines Circle. The area is shown on the site plan and notes it as "Former W. Tuckaway Pines Circle." As the utilities within the private roadway are not within an easement, staff recommends the area that was previously right-of-way, vacated in 2005 via Resolution No. 2005-5973, be recorded as a utility easement to connect to the existing utility easements along West Tuckaway Pines Circle. Furthermore, the applicant shall show this area as a utility easement on the future Condominium Plat and record a separate written easement document with the Milwaukee County Register of Deeds prior to issuance of a Building Permit.

#### Architecture:

The applicant has provided an architectural elevation of the front and a side of the proposed two-unit buildings. Color renderings were also included in the Plan Commission packets. The applicant has indicated their intent is to closely match and resemble the architectural detail, colors and materials of the existing buildings. To better accomplish this goal, staff recommends the following architectural improvements:

1. Soldier coursing shall be provided at the base of the building to match existing buildings and at top of brick.
2. Brick shall extend half way up the building on the rear elevation to match existing buildings.
3. Window treatments shall be added to match the existing buildings.
4. All siding other than those portions in brick or stone shall be a fiber cement siding product to match the existing buildings.
5. Elevations shall be revised to add decorative louvers similar to the existing buildings
6. Decks shall be covered and include brick clad deck posts.
7. The garage doors shall match that of the existing buildings.

As stated, the applicant only provided renderings of the buildings and two architectural elevations. Staff also recommends that architectural elevations be provided for all building

elevations to be reviewed and approved by Department of City Development staff, prior to issuance of a Building Permit.

Parking:

Each unit consists of a two-car attached garage. As originally approved, there are eight visitor parking spaces along West Tuckaway Pines Circle.

Landscaping:

A landscape plan was not provided by the applicant at this time. Staff recommends that the applicant submit a Landscape Plan for review and approval by the Plan Commission, prior to issuance of a Building Permit.

Lighting:

The applicant is adding two light poles as shown on the attached Lighting Plan, which matches the original approval. Building lighting will also be included to match that of existing building.

Natural Resource Protection Plan:

Wetlands were delineated in October of 2000 by Graef, Anhalt, Schloemer & Associates (now Graef). Two Conservation Easements exist to protect wetlands onsite. Those easements were recorded with the Milwaukee County Register of Deeds on December 22, 2003 and are shown on the attached Site Plan. These wetlands and easement areas are not located immediately adjacent to any of the proposed buildings.

Staff finds evidence of a wetland in the northwest corner of the development, between South 76<sup>th</sup> Street and Building 0. There is also a navigable stream adjacent to the development and the 75-foot buffer likely extends onto the property. The applicant's engineer, who was also the original engineer of the project, has provided a letter (attached) indicating that the wetland area was part of the original storm water management plan and is exempt from natural resource protection standards, thus a delineation should not be required.

Staff recommends that the applicant submit an updated Natural Resource Protection Plan to verify that all protected natural resource features, including but not limited to wetlands, continue to be entirely located within the existing Conservation Easements. Furthermore, staff recommends that the northwest corner of the site be delineated and placed within a Conservation Easement or a letter be provided from the Wisconsin Department of Natural Resources stating that the wetland is exempt from natural resource protection requirements.

Signage:

No signage is proposed.

Storm water management:

The Tuckaway Pines Condominium development was originally developed with two storm water retention ponds. A pond is located within Tuckaway Pines Circle and the other pond is adjacent to S. 76<sup>th</sup> Street, south of Building No. 9.

The amount of impervious surface is being reduced as the proposed buildings are smaller than originally approved. To ensure that the storm water facilities were properly constructed and functioning, staff recommends that the applicant and/or Condominium Association provide the Engineering Department with revised storm water calculations and that the existing storm water ponds be certified and surveyed for approval by the Engineering Department, prior to issuance of a Building Permit.

The applicant has indicated that they would like to add a water feature to the retention pond within the greenspace of Tuckaway Pines Circle. That may or may not be allowed dependent upon the depth of the pond. Staff recommends that the water feature be subject to review and approval by the Engineering Department.

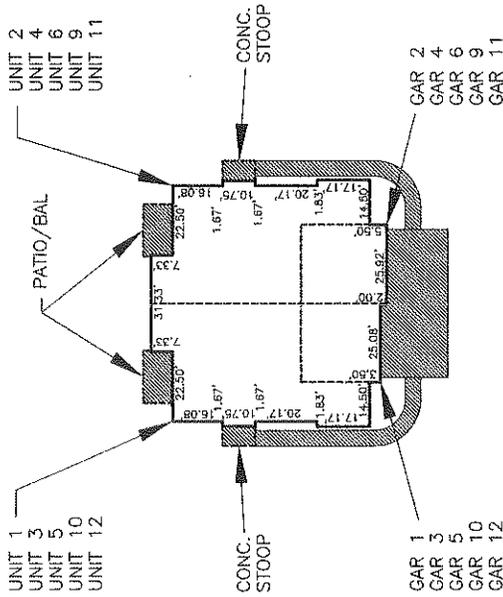
### **Staff Recommendation**

Department of City Development staff recommends approval of the Special Use Amendment, subject to the conditions in the draft resolution.





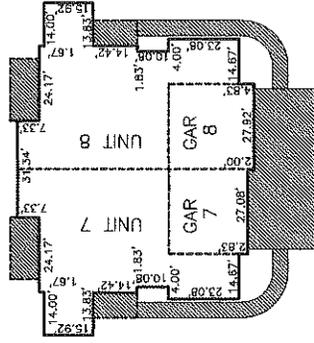
**FOURTH ADDENDUM TO  
TUCKAWAY PINES CONDOMINIUM PLAT  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN**



UNIT 1  
UNIT 3  
UNIT 5  
UNIT 10  
UNIT 12

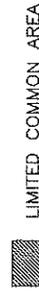
UNIT 2  
UNIT 4  
UNIT 6  
UNIT 9  
UNIT 11

BUILDINGS 0, 1, 2,  
10, AND 11



UNIT 7      UNIT 8

BUILDING 5



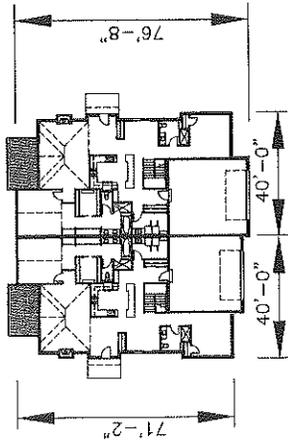
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KALVIN K. KLIMECK — Wis. Reg. No. S-2209  
FILE #: C:\0013\CONDOPLAT17  
DATED THIS 1ST DAY OF DECEMBER, 2016



This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.  
3902 C.T.H. "B", Johnson Creek, WI 53038 (414) 651-0490 e-mail kaipioneereng@tds.net

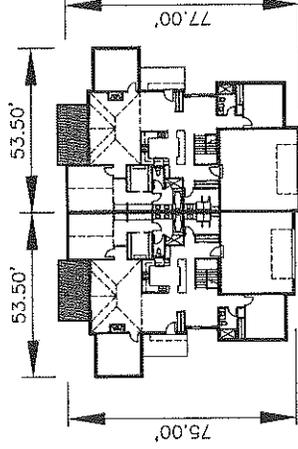
FOURTH ADDENDUM TO  
TUCKAWAY PINES CONDOMINIUM PLAT  
 CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



UNIT 1  
 UNIT 3  
 UNIT 5  
 UNIT 10  
 UNIT 12  
 APPROX. 2703 SF

UNIT 2  
 UNIT 4  
 UNIT 6  
 UNIT 9  
 UNIT 11  
 APPROX. 2753 SF

BUILDINGS 0, 1, 2,  
 10, AND 11



UNIT 7  
 UNIT 8  
 APPROX. 3061 SF APPROX. 3107 SF

BUILDING 5



*Kalvin K. Klimeck*

KALVIN K. KLIMECK — Wis Reg. No. S-2209  
 FILE #: C:\0013\CONDOPLAT17  
 DATED THIS 1ST DAY OF DECEMBER, 2016

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.  
 3902 C.T.H. "B", Johnson Creek, WI 53038 (414) 651-0490 e-mail kaipioneereng@tds.net

|  |  |                                     |
|--|--|-------------------------------------|
| <p>Approval <i>Slw</i></p>               | <p>Council Action Sheet</p>  | <p>MEETING DATE<br/>1/3/17</p>      |
| <p>REPORTS &amp;<br/>RECOMMENDATIONS</p> | <p>Traffic Impact Analysis Contract Regarding Area A with Traffic Analysis &amp; Design, Inc. not to exceed \$10,000</p> | <p>ITEM NUMBER<br/><i>G. 7.</i></p> |

**Summary**

The City seeks the services of Traffic Analysis & Design, Inc. (TADI) for work related to a Traffic Impact Analysis (TIA) review with the Wisconsin Department of Transportation (WisDOT) regarding road improvements near State Highway 36 (STH 36), near 76<sup>th</sup> Street and West Rawson Avenue (Area A). This contract with TADI builds on a TIA previously completed for the area that considered full development of the area and removal of ramps. TADI's initial review and coordination with WisDOT will set the stage for a more detailed TIA revision, with a plan to phase changes to road infrastructure with planned development in the surrounding area, including the Ballpark Commons development proposal.

**Background**

A 2015 study of Area A completed by Graef-USA (GRAEF) suggested that major road infrastructure changes be considered to increase the development value of land along STH 36. The City then contracted Graef-USA (GRAEF) to complete a traffic impact analysis (TIA) of removing ramp infrastructure from STH 36 and providing access to West Rawson Avenue from an at grade intersection south of West Rawson Avenue. The TIA was based on conceptual development of land in Area A.

The completed TIA was sent to WisDOT for consideration on February 10, 2016. Upon review, WisDOT requested additional information, related to the Ballpark Commons development that was formally proposed to the City on April 4, 2016. The City then entered an agreement with Zimmerman Ventures to pay for a contract extension with GREAF for a follow up analysis. The report demonstrated that the Ballpark Commons development proposal could occur with relatively minor modifications to existing road infrastructure and the development site plan.

Despite the ability of Ballpark Commons to move forward with limited impact to existing conditions, the City believes that the removal of ramp infrastructure and placement of at least one at grade intersection on STH 36, will aid development east of STH 36. The Ballpark Commons development team has agreed to modify their site plans to accommodate the City's interest for an at grade intersection. Based on the expected timelines of the Ballpark Commons development proposal and lack of formal development plans east of STH 36, staff believes a phased plan to modify road infrastructure as development occurs will best serve City interests.

Prior reports are available at the City Clerk's Office at Franklin City Hall, 9229 W. Loomis Road, and online at: <http://www.franklinwi.gov/Home/Departments/Planning/ForCitizens.htm>.

**Services:**

The services are outlined in the attached contractor agreement. This includes: 1. collection of data from previous reports, 2. updated trip generation and distribution models based on a phased approach to development in Area A, and 3. meeting with WisDOT for a TIA Initial Review in early 2017. Following the meeting with WisDOT, analysis, and feedback from the City, a TIA Initial Review report will be submitted

to WisDOT for response. It is anticipated that a more detailed TIA revision will be required by WisDOT to outline phasing of development and changes to road infrastructure.

**Budget:**

The request to authorize spending up to \$10,000 includes the TIA Initial Review phase only. The contracted price as listed in the agreement is \$8,765, with an additional \$1,245 authorized if follow up meetings with TADI or other work is required. Funds are available for this expense in the 2017 economic Development budget for "Other Professional Services, Area A" (Account # 01-0641-5219-9810). If the project proceeds to the more detailed TIA revision, a separate budget request will be made from the "Other Professional Services" portion of the Economic Development budget.

**COUNCIL ACTION REQUESTED**

Motion to approve the traffic impact analysis contract regarding Area A with Traffic Analysis & Design, Inc. not to exceed \$10,000.

Economic Development: AMH

## A G R E E M E N T

This AGREEMENT, made and entered into this 21st day of December, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Traffic Analysis & Design, Inc. (TADI) (hereinafter "CONTRACTOR"), whose principal place of business is at N36 W7505 Buchanan Ct, Cedarburg, WI 53012.

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

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide a WisDOT TIA Initial Review Report for WisDOT review and approval;

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

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

### 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 December 21, 2016, 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, at a lump sum, with a not-to-exceed budget of \$8,765.00, 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 \$8,765.00. For services rendered, monthly invoices will include a report that clearly states the percentage 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 (Project Manager) 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, 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. Limit of General/Commercial Liability                           | \$2,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage             | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$2,000,000 |
| D. Worker's Compensation and Employers' Liability                  | \$500,000   |
| E. Professional Liability  | \$2,000,000 |

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

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

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

## **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of January 5, 2017.

**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. CONTROLLING TERMS AND PROVISIONS**

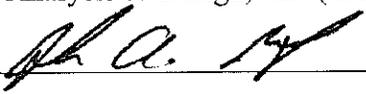
The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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: \_\_\_\_\_

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

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

PRINT NAME: John A. Bieberitz

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

TITLE: President/Project Manager

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

DATE: December 21, 2016

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

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

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

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

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

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

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

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

# ATTACHMENT A

## SCOPE OF SERVICES

Based on discussions with WisDOT, due to the change in development plans and the proposed phasing plans, the trip generation and timing changes of buildouts, and access modifications, all will significantly change the traffic analysis and potential improvements. Therefore, WisDOT will require a revised TIA Initial Review and a revised WisDOT Full TIA.

Engineer will conduct an updated TIA Initial Review after the January 10 WisDOT meeting, which will be used to confirm the development phasing, site plans and various access options to be analyzed.

### WisDOT TIA Process

The scope for this TIA is based on a typical WisDOT TIA process, as they will require a TIA for an access permit onto STH 36. The full TIA study will consist of analysis of the existing conditions, Year 2017 conditions (Phase 1) with the proposed initial buildout of the development, a five-year buildout plan (Phase 2) and a 10 to 15 year full development plan (Phase 3).

The nine study area intersections are anticipated to consist of:

1. STH 36 with W. Drexel Avenue
2. CTH BB with W. Crystal Ridge Drive
3. CTH BB with STH 36 Westbound Ramps
4. CTH BB with STH 36 Eastbound Ramps
5. CTH BB with S. 76<sup>th</sup> Street (CTH U)
6. CTH BB with S. 68<sup>th</sup> Street
7. CTH U with W. Crystal Ridge Drive (CTH K)
8. CTH U with STH 36 Westbound Ramps
9. CTH U with STH 36 Eastbound Ramps

The WisDOT TIA Initial Review submittal will consist of a report to obtain concurrence on the trip generation of each phase, traffic distribution of each phase, traffic assignment of each phase, and scope for the full TIA with exhibits illustrating the existing traffic counts, trip generation, trip distribution, site plan(s), text, analysis procedures, recommendations, and conclusions with appendix of all traffic count data.

### ***Task 1 - Data Collection***

The Engineer will obtain and utilize the traffic count data from the previous TIA dated February 10, 2015.

Engineer will coordinate with WisDOT to evaluate the past traffic projections and to develop updated traffic projections for a phased year development.

## **Task 2 – Traffic Analysis and Report**

### **Trip Generation and Distribution**

Engineer will estimate the volume of traffic expected to be generated by the proposed initial build (Phase 1), partial build (Phase 2), and full buildout (Phase 3) of the proposed development area based on the updated site plans, updated master plan, and land uses and sizes based on trip generation rate data published in the *ITE Trip Generation Manual, 9<sup>th</sup> Edition*. Traffic will be generated for the weekday daily, weekday PM and Saturday peak hours. The traffic generated will be distributed to the study area intersections based on existing traffic patterns.

Engineer will compile the balanced traffic count data, trip generation for each phase, traffic distribution for each phase, and traffic assignment for each phase in a WisDOT TIA Initial Review report and will submit the report to the City first for comments and then after receiving comments, Engineer will submit the final report to WisDOT for review and approval.

### **Task 3 - Meetings**

One meeting with WisDOT as a TIA Initial Review meeting on January 10, 2017 is included in the scope of services. If an additional meeting or meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

## **SCHEDULE**

Engineer will submit a draft TIA Initial Review to the Client for review within three weeks after receiving authorization, updated site plans, updated master plan, and after the January 10, 2017 meeting. Engineer will submit the final TIA Initial Review to the Client and WisDOT within two days of receiving comments from the Client.

## **COMPENSATION**

For the services described in Tasks 1,2 and 3: Client shall pay Engineer the lump sum fee of Eight Thousand Seven Hundred Sixty-Five Dollars (\$8,765.00).

All services not cited in the Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

|                                      |   |                                |
|--------------------------------------|---|--------------------------------|
| <b>APPROVAL</b><br><br><i>Slw</i>    | <b>REQUEST FOR COUNCIL ACTION</b>   | <b>MTG. DATE</b><br>01/03/2017 |
| <b>Reports &amp; Recommendations</b> | <b>MILWAUKEE COUNTY TRANSIT SYSTEM<br/> REQUEST FOR BUS STOP/REST ON S. RIVERWOOD<br/> BLVD WEST OF S. 27<sup>TH</sup> STREET</b> | <b>ITEM NO.</b><br><i>G.8.</i> |

**BACKGROUND**

Staff received the following request from Milwaukee County Transit System (MCTS):

*Per our conversation earlier I'll sum up our request to extend the Purple Line route into Franklin as well as the proposed layover location.*

*The current plan is to extend the Purple Line to Northwestern Mutual Life (NML) south of Rawson Ave during the weekday - day time hours, roughly 7 am - 5 pm. Outside of that time we'd like to serve Franklin to Rawson Ave. This would require the bus to turn around and layover within the boundary of Franklin. Our proposed plan is to travel south on 27th to Rawson, right on Rawson to Riverwood Bl, follow Riverwood around to a point west of 27th St near 6971 S 27th (North of Beef Jerky Outlet) where the bus operator would layover. Follow the layover the bus would continue to 27th and turn north to continue regular routing.*

*We're proposing this shortened routing outside of NML trips to save on operating costs, time of travel for the bus and to ensure good service to the rest of the regular routing. If the layover is approved we'd consider adding an ADA boarding pad at the layover location to connect with the existing walkway. The ADA requires a flat (2% for drainage) concrete pad measuring 5 feet perpendicular to the street by a minimum of 8 feet in length. The regular sidewalk and curb can be used in the 8 foot measurement.*

**ANALYSIS**

This location of S. Riverwood Blvd. is designated as "no parking" per Municipal code per code 245-5.

*Riverwood Blvd- Both sides. In the Riverwood Village Shopping Center between W. Rawson Avenue and S. 27th Street, except 335 feet along the west side, 485 feet to 820 feet north of W. Rawson Avenue and except 30 feet fronting the center of building 2 where parking will be posted no parking for emergency response.*

Staff believes that the proposed location (near the Beef Jerky Outlet) is preferable to areas along S. Riverwood Blvd where parking is allowed because of the adjacent residential areas. Staff believes that a site plan can be designed to allow for a MCTS stop as described.

Staff will tour the proposed route with MCTS on Thursday, December 29, 2016, (after packet material is due to Clerk's office) and will also evaluate W. Sycamore Drive for consideration. A report of the tour will be presented at the Common Council meeting.

For grant funding reasons, MCTS needs to know where a stop would occur prior to the next Common Council meeting on January 17, 2016.

It should also be noted that normal policy is to prohibit these stops and layovers on private property, although they are working with Northwestern Mutual Insurance to use their areas during some times.

**OPTIONS:**

Approve; or

Table

**FISCAL NOTE**

There is no fiscal impact to the City's budget. Any improvements would be constructed and paid for by MCTS.

**RECOMMENDATION**

Approve Milwaukee County Transit System request for bus stop/rest on S. Riverwood Blvd west of S. 27th Street. Furthermore require that any bus stop improvements be approved by Staff prior to construction.

|                                      |   |                                |
|--------------------------------------|---|--------------------------------|
| <b>APPROVAL</b><br><br><i>Slw</i>    | <b>REQUEST FOR COUNCIL ACTION</b>                             | <b>MTG. DATE</b><br>01/03/2017 |
| <b>Reports &amp; Recommendations</b> | <b>REMOVAL OF STREET LIGHTS AT FIVE LOCATIONS IN FRANKLIN</b> | <b>ITEM NO.</b><br><i>G.9.</i> |

*This item was tabled at the December 20, 2016 Common Council Meeting (Item G8). In the December 20 meeting packet, color exhibits were enclosed and at the meeting the Aldermen were given copies of comments (total 48 pages). Please contact the Engineering Department if another copy is needed.*

**BACKGROUND**

In an effort to identify areas for savings within the annual budget, Staff is making efforts to determine how the street lighting budget may be reduced. Those efforts include Replacing High Pressure Sodium (HPS) with Light-Emitting Diode (LED) fixtures and recommending the removal of existing lights and/or service meters. These efforts have been discussed at the Board of Public Works and this issue is now brought to the Common Council with their recommendation for approval.

**ANALYSIS**

Staff and Board of Public Works recommend that the following streets lights be removed (see attached color exhibits)

1. S. 47<sup>th</sup> Street. This mid-block location was a former dead-end street that was extended when the subdivision was fully developed. Now there are lights at each end of the block (W. Sharon Lane and W. Hunting Park Drive). This is a 200W HPS WE Energies fixture and annual savings from removal is expected to be \$274.32. (Aldermanic District 5) Received responses are enclosed and equally included an objection, no opinion, and removal of light.
2. 59<sup>th</sup> and Ryan. This location is the Franklin Industrial Park Sign. There are three 175 MV lights inside of the sign and it has a dedicated meter. The lights have been inoperable for several years so there has been no electricity used, however it does incur a meter charge. Staff proposes to leave the sign but abandon the service meter to the sign- a savings of approximately \$200/year. (Aldermanic District 4). Staff met with Franklin Business Park Consortium at a meeting and received comments that the businesses in the park are fine with removing the meter service.
3. S. 34<sup>th</sup> Street / W. Oakwood Road. There is a City-owned light system on W. Oakwood Road with the fixtures at about 35 feet high. There is also a 150 W HPS WE Energies light fixture on the northeast corner that predates the W. Oakwood Road system. Since the 34<sup>th</sup> Street Pole is about 15 feet high, and the light patterns are redundant with the Oakwood system, the WE Energies pole should be removed. Removal is expected to save approximately \$245.52 per year. (Aldermanic District 4). Received responses are mostly objecting to the removal.
4. S. Grant Lane cul-de-sac. There is a street light with minimal effectiveness because of the growth of a pine tree between 7265 and 7264 S. Grant Lane. This light fixture will continue to be ineffective unless the tree is removed. The City Arborist has confirmed that the tree appears to be healthy. Even if the tree were removed, the City does not generally place light fixtures at the end of cul-de-sacs. Removing this 100W HPS WE

Energies light fixture is expected to save \$219.24 per year. (Aldermanic District 6). Received responses objecting to the removal.

5. 10601 S. 27<sup>th</sup> Street. This is a median cut on US 241 that serves XPO Logistics and neighboring properties. There are two single-fixture lights on both sides of the median cut and it is proposed that one of the two is unneeded and be removed. This is a 200W HPS WE Energies fixture with an annual savings from removal is expected to be \$274.32. (Aldermanic District 4). Received responses were some no opinions, but mostly objecting to the removal.

Each light may not appear to significantly impact the budget, however the total of all 5 recommendations equates to over \$1,200 per year. Staff is working on other locations for consideration of similar removal.

Residents in the vicinity of locations 1, 3, 4 & 5 were sent notification of Council's consideration and were invited to send comments and/or attend the Common Council meeting. Location 2 was discussed at the November meeting of the Franklin Business Park Consortium. The written comments with names redacted are attached.

#### **OPTIONS:**

Direct Staff to have one, some, or all of the street lights/meters removed; or

Table

#### **FISCAL NOTE**

The 2017 adopted budget for Street Light Rental is \$215,000. The five locations listed herein would save an expected \$1,200.00 annually.

#### **RECOMMENDATION**

Direct Staff to remove lights and/or service meters at all locations.

| APPROVAL                  | REQUEST FOR COUNCIL ACTION   | MTG. DATE                    |
|---------------------------|--|------------------------------|
| Reports & Recommendations | SUBJECT: Resolution for acceptance of a water main easement for 6803 Condominiums located at 6803 S. 27th Street | 1/3/17<br>ITEM NO.<br>G, 10. |

As part of the Development of 6803 Condominiums, a watermain needs to be installed. An easement is needed to allow the City access and maintenance rights to the utility. This easement provides for the rights of grantor and grantee.

**RECOMMENDATION**

Motion to adopt Resolution 2017-\_\_\_\_\_, a Resolution for acceptance of a water main easement for 6803 Condominiums located at 6803 S. 27th Street.

ML/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2006 - \_\_\_\_\_

RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT  
FOR 6803 CONDOMINIUMS  
LOCATED AT 6803 S. 27TH STREET

---

WHEREAS, easements are required to construct, maintain and operate a water main in the 6803 Condominiums in the SE ¼ of Section 1 and:

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easements and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easements with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

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

ATTEST:

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

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

MTB/db

| Document Number | WATER MAIN EASEMENT | Document Title   |
|-----------------|---------------------|--|
|                 |                     | Recording Area   |
|                 |                     | <p>This document should be returned to:</p> <p>Joseph E. Tierney IV, Esq.<br/>Davis &amp; Kuelthau, s.c.<br/>111 East Kilbourn Avenue<br/>Suite 1400<br/>Milwaukee, WI 53202</p> |

738-9974-006

Parcel Identification Numbers (PINs)

**WATER MAIN EASEMENT**

(6803 Condominiums)

**THIS EASEMENT AGREEMENT (this "Agreement")**, made by and among the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin ("City"), 6803 Condominiums Association, Inc. a Wisconsin non-stock corporation ("Association"), and WS Franklin, LLC, a Wisconsin Limited Liability Company, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), ("WS," together with the Association, "Grantor"). If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors.

**WITNESSETH:**

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, upon the recording of CSM 8844 recorded in the Milwaukee County Register of Deeds Office as Document No. 10600197 on September 7, 2016 attached hereto as Exhibit "B," the City was granted a permanent easement (the "Easement") with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "C"; and

WHEREAS, the parties hereto intend to further describe their respective rights and obligations regarding the Easement as set forth herein; and

WHEREAS, the Facilities are existing at the time of this Agreement and shall be the property of the City and be deemed dedicated to the City upon the final execution of this agreement, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the Easement described in Exhibit "B" and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the NE ¼ and NW 1/4 of Section One (1), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin.

**UPON CONDITION**

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However,

the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if such loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement area.
4. That, in connection with the construction by the grantor of any structure or building abutting that Easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement defined limits, and shall reimburse the City for the full amount of such loss or damage. Notwithstanding the foregoing, Grantor's obligation under this Section 4 shall be subject to the legal defenses available to the Grantor under the law.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the Easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the Easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 feet or greater within the limits of said Easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not

invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

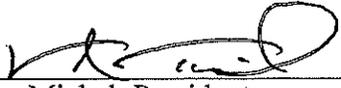
11. Either party hereto may enforce this Easement by appropriate action, and the prevailing party in any such litigation shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This Easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this Easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed (not applicable).
18. This Agreement may be signed in one or more counterparts, which when taken together, shall constitute a single, original enforceable instrument.

(signature appear on the following pages)

IN WITNESS WHEREOF, the Grantor 6803 Condominiums Association, Inc. has hereunto set its hands and seals.

ON THIS DATE OF: November 11, 2016.

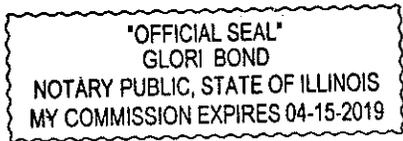
6803 Condominiums Association Inc.

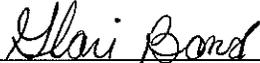
By:   
Victor Michel, President

STATE OF ILLINOIS     )  
                                  )SS  
COUNTY OF COOK     )

Before me personally appeared on the 11<sup>th</sup> day of November, 2016, the above named Victor Michel, President of 6803 Condominiums Association Inc., to me known to be the person who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation

[SEAL]



  
Printed Name: Glori Bond  
Notary Public, State of Illinois  
My commission expires April 15, 2019

IN WITNESS WHEREOF, the Grantor WS Franklin, LLC has hereunto set its hands and seals.

ON THIS DATE OF: November 11, 2016.

WS Franklin, LLC

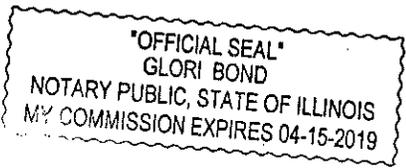
By: ... The Wolcott Group, Inc., its Manager

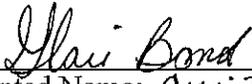
By:   
Victor Michel, Treasurer

STATE OF ILLINOIS     )  
                                  )SS  
COUNTY OF COOK     )

Before me personally appeared on the 11<sup>th</sup> day of November, 2016, the above named Victor Michel, Treasurer of The Wolcott Group, Inc., the Manager of WS Franklin, LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation

[SEAL]



  
Printed Name: Glori Bond  
Notary Public, State of Illinois  
My commission expires April 15, 2019

IN WITNESS WHEREOF, the Grantee City of Franklin has hereunto set its hands and seals.

CITY OF FRANKLIN

By: \_\_\_\_\_  
Stephen Olson, Mayor

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

STATE OF WISCONSIN            )  
  )SS  
COUNTY OF MILWAUKEE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally appeared Stephen Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Approved as to contents  
Date:

\_\_\_\_\_  
Manager of Water Works of Franklin

Approved as to form only  
Date:

\_\_\_\_\_  
City Attorney

This instrument was drafted by the City of Franklin.

**MORTGAGE HOLDER CONSENT**

None.

Exhibit A  
(Description of the Property)

Lots 1 and Lot 2 of Certified Survey Map No. 8844 recorded September 7, 2016, in the office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 10600197, being a redivision of Lot 1 of Certified Survey Map No. 6543, recorded on August 7, 1998 and as corrected by affidavit of correction recorded as Document No. 7724864 being a part of the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 1, Township 5 North, Range 21 east, City of Franklin, Milwaukee County, Wisconsin.

Tax Key No. 738-9974-006

**Exhibit B**  
(Description of Easement Area)

— MADISON | MILWAUKEE | KENOSHA | APPLETON —

CALCULATED  
NE CORNER OF THE SE  
1/4 OF SEC. 1-5-21  
MONUMENT REMOVED  
DUE TO CONSTRUCTION  
ON SOUTH 27TH STREET  
N:343381.08  
E:2549157.81

SE CORNER OF THE SE  
1/4 OF SEC. 1-5-21  
BRASS CAP IN  
CONCRETE MONUMENT  
N:340,135.29  
E:2549152.76

E. LINE SE 1/4 SEC 1-5-21 S00°06'34"W 2645.79' (TOTAL)

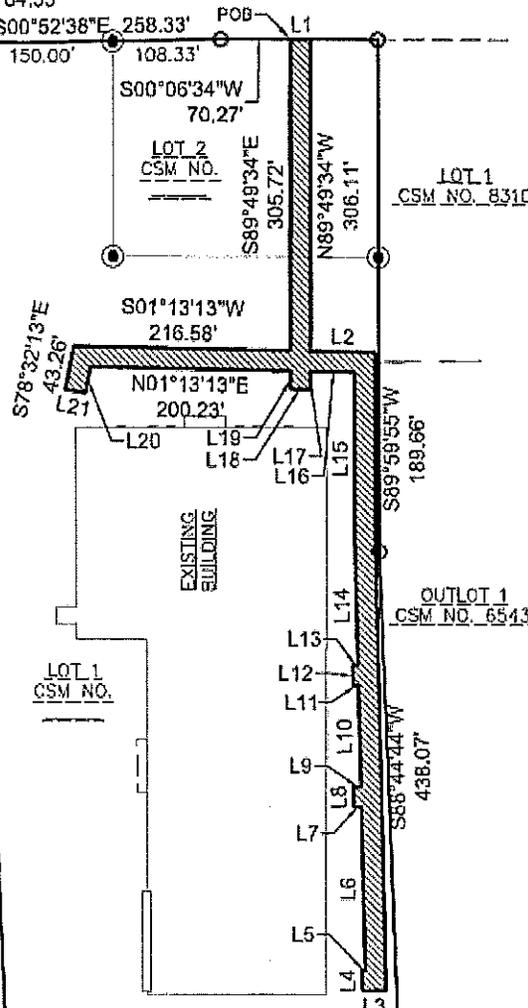
SOUTH 27TH ST. (S.T.H. "241")

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE NO.   | BEARING     | DISTANCE |
| L1         | S00°06'34"W | 20.00'   |
| L2         | S01°13'13"W | 64.38'   |
| L3         | N01°15'16"W | 23.00'   |
| L4         | N88°44'44"E | 20.00'   |
| L5         | S01°15'16"E | 3.00'    |
| L6         | N88°44'44"E | 160.50'  |
| L7         | N01°15'16"W | 7.50'    |
| L8         | N88°44'44"E | 20.00'   |
| L9         | S01°15'16"E | 7.50'    |
| L10        | N88°44'44"E | 99.15'   |
| L11        | N01°15'16"W | 5.25'    |
| L12        | N88°44'44"E | 20.00'   |
| L13        | S01°15'16"E | 5.25'    |
| L14        | N88°44'44"E | 118.64'  |
| L15        | N89°59'55"E | 170.30'  |
| L16        | N01°13'13"E | 44.44'   |
| L17        | N89°49'09"W | 18.00'   |
| L18        | N01°13'13"E | 20.00'   |
| L19        | S89°49'09"E | 18.00'   |
| L20        | N78°32'13"W | 26.55'   |
| L21        | N11°27'47"E | 20.00'   |

LOT 2  
WAL-MART  
SUBDIVISION

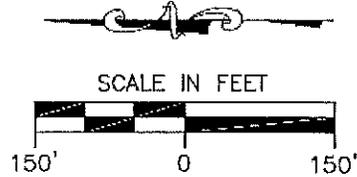
LOT 2  
CSM NO.

LOT 1  
CSM NO. 8310



**LEGEND**

 WATERMAIN EASEMENT  
25,611 SQ. FT.  
0.5857 ACRES.



R:\2015\1506934 Hobby Lobby\_CSM (Franklin, WI).dwg EXHIBIT - Watermain Easement.dwg User: smartz

**JSD** Professional Services, Inc.  
MILWAUKEE REGIONAL OFFICE  
N22 W22801 FRANCIS COURT SUITE 3  
WALKEGA, WISCONSIN 53185  
252.513.8669 PHONE | 252.513.1232 FAX  
www.jsdinc.com

PROJECT:  
**HOBBY LOBBY CSM**

SHEET TITLE:  
**WATERMAIN  
EASEMENT  
EXHIBIT**

JSD PROJECT NUMBER:  
1506934  
DRAWN BY: CHECKED BY:  
APM MJP  
DATE:  
08-22-2016

SHEET NUMBER:  
**EX-01**

**LEGAL DESCRIPTION**

Part of Lot 1 and Lot 2 of Certified Survey Map No. 8844 recorded in the Milwaukee County Register of Deeds Office as Document No. 10600197 being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 1; thence South 00°06'34" West along the east line of said Southeast 1/4, 401.22 feet; thence South 87°33'33" West, 84.53 feet to the west right of way line of South 27th Street - State Trunk Highway "241", and the northeast corner of Lot 1 of Certified Survey Map No. 8844; thence South 00°52'38" East along the east line of said Lot 1 and Lot 2 of Certified Survey Map No. 8844, 258.33 feet; thence South 00°06'34" West along the east line of said Lot 2 of Certified Survey Map No. 8844, 70.27 feet to the point of beginning

Thence continuing South 00°06'34" West along the east line of said of said Lot 2 of Certified Survey Map No. 8844, 20.00 feet; thence North 89°49'34" West, 306.11 feet; thence South 01°13'13" West, 64.38 feet; thence South 89°59'55" West parallel to the south line of said Lot 1 of Certified Survey Map No. 8844, 189.66 feet; thence South 88°44'44" West, 438.07 feet; thence North 01°15'16" West, 23.00 feet; thence North 88°44'44" East, 20.00 feet; thence South 01°15'16" East, 3.00 feet; thence North 88°44'44" East, 160.50 feet; thence North 01°15'16" West, 7.50 feet; thence North 88°44'44" East, 20.00 feet; thence South 01°15'16" East, 7.50 feet; thence North 88°44'44" East, 99.15 feet; thence North 01°15'16" West, 5.25 feet; thence North 88°44'44" East, 20.00 feet; thence South 01°15'16" East, 5.25 feet; thence North 88°44'44" East, 118.64 feet; North 89°59'55" East, 170.30 feet; thence North 01°13'13" East, 44.44 feet; thence North 89°49'09" West, 18.00 feet; thence North 01°13'13" East, 20.00 feet; thence South 89°49'09" East 18.00 feet; thence North 01°13'13" East, 200.23 feet; thence North 78°32'13" West, 26.55 feet; thence North 11°27'47" East, 20.00 feet; thence South 78°32'13" East, 43.26 feet; thence South 01°13'13" West, 216.58 feet; thence South 89°49'34" East, 305.72 feet to the aforesaid east line of Lot 2 of Certified Survey Map No. 8844, and to the point of beginning.

Containing in all 25,511 square feet (0.5857 acres) of land, more or less.

R:\2015\15C6984 Hobby Lobby CSM (Franklin WI)\dwg\EXHIBIT - Watermain Easement.dwg User: omltkanski

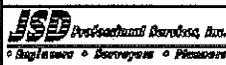
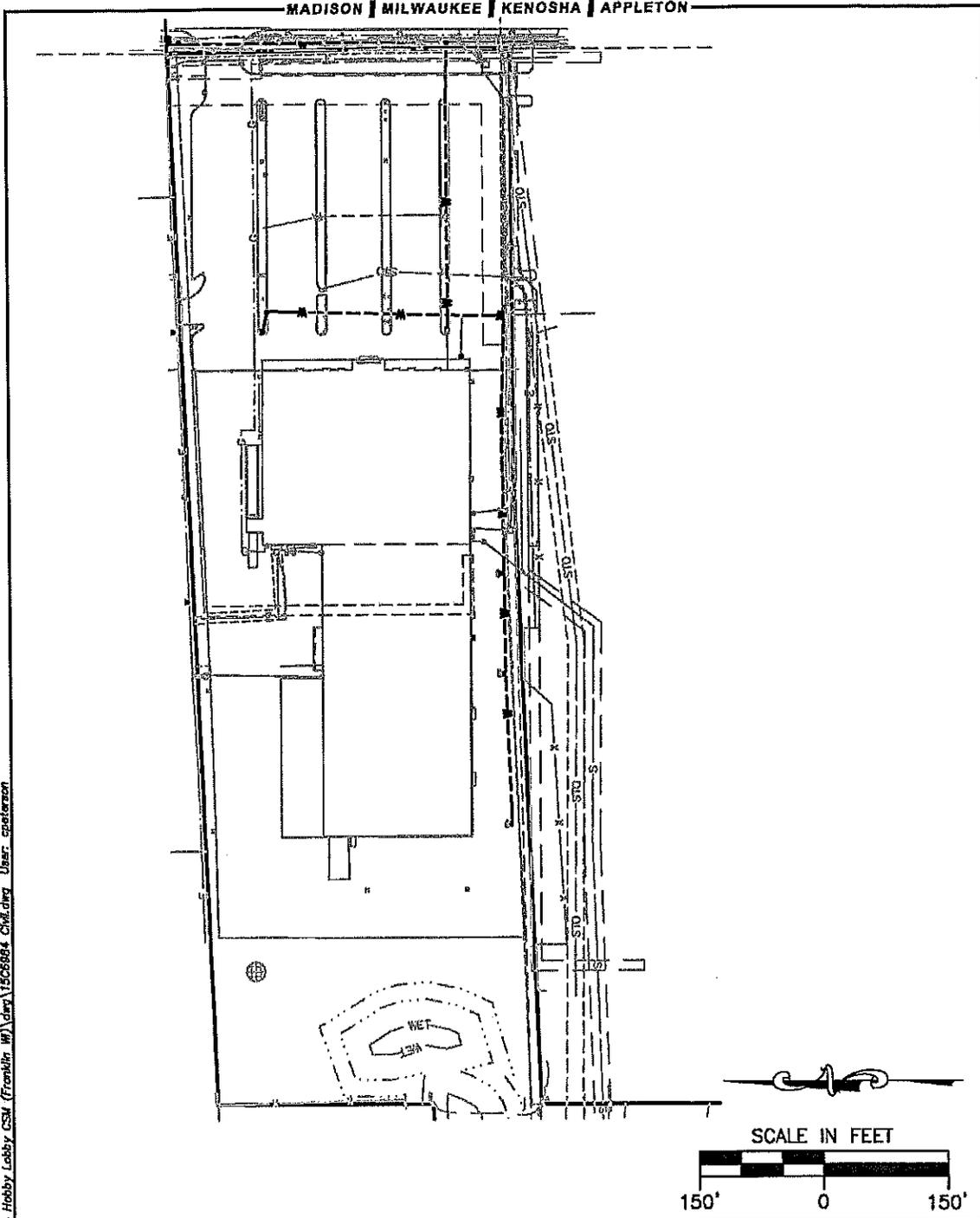
|  |                                    |   |                                |                               |
|--|------------------------------------|---|--------------------------------|-------------------------------|
|  <p><b>JSD Professional Services, Inc.</b><br/>                 • Engineers • Surveyors • Planners</p> <p>MILWAUKEE REGIONAL OFFICE<br/>                 N22 W22931 NANCY'S COURT SUITE 3<br/>                 WAUKESHA, WISCONSIN 53186<br/>                 262.513.0800 PHONE   262.513.1232 FAX</p> <p>www.jsdinc.com</p> | PROJECT:<br><b>HOBBY LOBBY CSM</b> | SHEET TITLE:<br><b>WATERMAIN<br/>                 EASEMENT<br/>                 EXHIBIT</b> | JSD PROJECT NUMBER:<br>15C6984 | SHEET NUMBER:<br><b>EX-02</b> |
|  | DRAWN BY: APM<br>CHECKED BY: MJP   | DATE:<br>08-22-2016   |                                |                               |

Exhibit C  
(Depiction of the Facilities)



R:\2015\15C6984\_Hobby Lobby CSM (Franklin #)\dwp\15C6984\_Civil.dwg User: spsterson

|   |                                    |   |  |                               |
|---|------------------------------------|---|--|-------------------------------|
| <p><b>JSD</b> Professional Services, Inc.<br/> <small>• Design • Construction • Planning</small></p> <p>MILWAUKEE REGIONAL OFFICE<br/>         122 W22951 NANCY'S COURT SUITE 3<br/>         WAUKESHA, WISCONSIN 53189<br/>         262.613.0066 PHONE   262.613.1212 FAX<br/> <a href="http://www.jsdinc.com">www.jsdinc.com</a></p> | PROJECT:<br><b>HOBBY LOBBY CSM</b> | SHEET TITLE:<br><b>WATERMAIN<br/>                 EASEMENT<br/>                 EXHIBIT</b> | JSD PROJECT NUMBER:<br><b>15C6984</b>                      | SHEET NUMBER:<br><b>EX-03</b> |
|   |                                    |   | DRAWN BY: CAP<br>CHECKED BY: J.L.J.<br>DATE:<br>11-16-2018 |                               |

|   |  |  |
|---|--|--|
| <b>APPROVAL</b><br><i>slw</i>                             | <b>REQUEST FOR<br/>COMMON COUNCIL ACTION</b>   | <b>MEETING DATE</b><br><b>01-03-2017</b> |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b><br><br><i>PR</i> | <b>AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE GENERAL FUND AND CAPITAL OUTLAY FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016 TO TRANSFER APPROPRIATIONS FROM THE GENERAL FUND TO THE CAPITAL OUTLAY FUND TO PROVIDE APPROPRIATIONS FOR POLICE AUTO EQUIPMENT</b> | <b>ITEM NUMBER</b><br><i>G.11.</i>       |

**Background**

The Police Department had unused Vehicle support appropriations in the 2016 General Fund. The 2017 budget included appropriations for three K9 units (two in the Capital Outlay Fund and one in the Donations fund). These units will need cages specific to the vehicles the K9 units will operate in. The Department would like to use \$6,625 of the unused 2016 vehicle support appropriations to purchase three cages.

The units were purchased in early December 2016. The purpose of the budget amendment is to reflect the purchase in the Capital Outlay Fund rather than as an operating cost in the General Fund.

The Director of Finance believes the cages should be classified as an equipment purchase in the Capital Outlay Fund rather than a vehicle support operating cost in the General Fund.

The cages payment was included on the December 20, 2016 voucher list as check #163201 for \$6,604.97. The check has been held pending approval of the budget amendment.

**Fiscal Impact**

The amendment neither increases nor decreases the expenditures in the General Fund, rather reflects a transfer to the Capital Outlay Fund from the General Fund that had been an appropriation in the General Fund. The amendment then increases the Police Equipment purchases appropriation to accommodate the cage purchase.

**COMMON COUNCIL ACTION REQUESTED**

Motion to adopt An ordinance to amend ordinance 2015-2198, an ordinance adopting the 2016 annual budgets for the General Fund and Capital Outlay Fund for the City of Franklin for Fiscal year 2016 to transfer appropriations from the General Fund to the Capital Outlay Fund to provide appropriations for Police Auto Equipment

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2016 \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE GENERAL FUND AND CAPITAL OUTLAY FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO TRANSFER APPROPRIATIONS FROM THE GENERAL FUND TO THE CAPITAL OUTLAY FUND TO PROVIDE APPROPRIATIONS FOR POLICE AUTO EQUIPMENT

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WHEREAS, the Common Council adopted the 2016 Budget for the City of Franklin providing resources and appropriations for 2016 and

WHEREAS, the Police Department has unused vehicle support appropriations in the General Fund which could be used to purchase K9 equipment in the Capital Outlay Fund, and

WHEREAS, the Police Department maintains a number of K9 units to further the public safety of the City of Franklin, and

WHEREAS, the Common Council believes that the City of Franklin Public Safety will be enhanced by properly equipping the K9 units that serve the City.

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

Section 1 That the 2016 Budget of the General Fund be adjusted as follows:

|           |               |          |       |
|-----------|---------------|----------|-------|
| Police    | Non-Personnel | Decrease | 6,625 |
| Transfers | Transfers Out | Increase | 6,625 |

Section 2 That the 2016 Budget of the Capital Outlay Fund be adjusted as follows:

|           |              |          |       |
|-----------|--------------|----------|-------|
| Transfers | Transfers In | Increase | 6,625 |
| Police    | Equipment    | Increase | 6,625 |

Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

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

ATTEST:

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

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

PER RAY ALLEN  
SHIPMENT REC'D 12/9/16 BY C. GOENS



RAY ALLEN MANUFACTURING  
975 FORD STREET  
COLORADO SPRINGS, CO, 80916  
Phone: 800.444.0404  
Web: www.rayallen.com

## INVOICE

Invoice No: RINV021079  
Order No: RO006736  
Invoice Date: 01-Dec-2016  
Due Date: 31-Dec-2016  
Customer ID: RA012904  
Currency: USD

| BILL TO:   |                                | SHIP TO:   |            |            |
|--|--------------------------------|--|------------|------------|
| CITY OF FRANKLIN, WI - POLICE DEPT<br>9455 W LOOMIS RD<br>FRANKLIN WI 53132<br>UNITED STATES |                                | CITY OF FRANKLIN, WI - POLICE DEPT<br>9455 W LOOMIS RD<br>FRANKLIN WI 53132<br>UNITED STATES |            |            |
| CUSTOMER PO #  | TERMS                          | CONTACT  |            |            |
|  | NET 30 DAYS                    |  |            |            |
| NO.  | ITEM                           | QTY  | UNIT PRICE | EXT PRICE  |
| 1  | EZ1E2011: 2011 EXPLORER INSERT | 3.00   | \$1,999.99 | \$5,999.97 |

Thank you for your order!

Please report any damages or discrepancies within 48 hours of receipt. For returns, please see our policy online at [www.rayallen.com/returns](http://www.rayallen.com/returns)

Sales Total: \$5,999.97  
Shipping & Handling: 605.00  
Discount: (0.00)  
Tax Total: 0.00  
Total (USD): \$6,604.97

|   |   |  |
|---|---|--|
| <p><b>APPROVAL</b></p> <p><i>Slw</i></p>      | <p><b>REQUEST FOR<br/>COMMON COUNCIL ACTION</b></p>     | <p><b>MEETING<br/>DATE</b></p> <p><b>1/03/2017</b></p> |
| <p><b>REPORTS AND<br/>RECOMMENDATIONS</b></p> | <p><b>Extension of Towing Contract<br/>for 2017</b></p> | <p><b>ITEM NUMBER</b></p> <p><i>G.12.</i></p>          |

In March 2012, the Common Council awarded a 3-year towing contract to N & S Towing, Inc. through February 2015 and as permitted by the Contract, the City has the right to extend the Contract for 3 one-year extensions.

In consideration of the high quality of prior service provided, it is the recommendation that N & S Towing, Inc. be awarded the towing contract extension for the period of March 1, 2017 through February, 28, 2018.

**COUNCIL ACTION REQUESTED**

Motion to award the towing contract extension to N&S Towing, Inc. for the period March 1, 2017 through February 28, 2018.

EXTENSION AGREEMENT TO VEHICLE TOWING AND STORAGE CONTRACT  
BETWEEN THE CITY OF FRANKLIN AND N & S TOWING, INC.

This Extension Agreement to the Vehicle Towing and Storage Contract, effective the 1st day of March, 2017, is made between the City of Franklin ("City"), a Wisconsin municipal corporation, located at 9229 West Loomis Road, Franklin, Wisconsin, and N & S Towing, Inc. ("Contractor"), a Wisconsin corporation, with its principal offices located at 1719 South 83rd Street, West Allis, Wisconsin 53214.

Whereas, the City and Contractor entered into a Vehicle Towing and Storage Contract dated February 1, 2012, for a period of three years, expiring February 28, 2015; and

Whereas, Section 12 of the aforesaid Vehicle Towing and Storage Contract providing in part that the Contract may be extended upon the mutual agreement of the parties, and the City and Contractor being desirous of extending such Contract for a period of one year, as evidenced by action of the Common Council of the City approving said extension at its regular meeting of \_\_\_\_\_, 2017; and

Whereas, the parties intend to memorialize their mutual agreement.

Now, therefore, it is hereby agreed, in consideration of the mutual promises and covenants set forth herein, and the exchange of other good and valuable consideration, receipt of which is hereby acknowledged, by and between the City and Contractor, as follows:

1. This Extension Agreement constitutes an additional one-year term extension of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2012, as contemplated by Section 12 of the aforesaid Vehicle Towing and Storage Contract.
2. The term of this Extension Agreement shall expire on February 28, 2018.
3. All of the terms and provisions of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2012, shall remain in full force and effect during the term of this Extension Agreement.

CITY OF FRANKLIN

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

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

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

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

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

BY \_\_\_\_\_  
Paul Rotzenberg, Director of Finance  
and Treasurer

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

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

N & S TOWING, INC.

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

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  )  
MILWAUKEE COUNTY    )

Stephen R. Olson and Sandra L. Wesolowski, known to be the Mayor and City Clerk, respectively, of the City of Franklin personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2017 who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  ):  
MILWAUKEE COUNTY    )

\_\_\_\_\_, known to be \_\_\_\_\_ and \_\_\_\_\_, respectively of N & S Towing, Inc. personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2017 who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

**AGREEMENT FOR  
TOWING AND STORAGE  
OF MOTOR VEHICLES BETWEEN  
THE CITY OF FRANKLIN AND  
N & S TOWING**

**03/01/12 THROUGH 02/28/15**

AGREEMENT FOR  
TOWING AND STORAGE  
OF MOTOR VEHICLES  
Between CITY OF FRANKLIN AND  
N & S TOWING

**SECTION 1 - SERVICE POLICY**

The Contractor shall provide prompt, efficient and courteous towing and storage of stolen, disabled, abandoned and illegally parked motor vehicles and vehicles needed for evidence upon request from the Police Department, or Fire Department under the authority of the Police Department, as set forth under the terms of the Towing And Storage of Motor Vehicles Agreement. The public department of the Contractor, having been called to a scene by a representative of the City of Franklin, is considered to be a reflection upon the City and therefore, the parties agree that quality service, at a fair price, including prompt, efficient and courteous services are a substantial consideration required by this agreement and must be provided by Contractor.

**SECTION 2 - CHARGES**

- A. Contractor may charge the owner of a vehicle for services requested by the City of Franklin only as set forth in the schedule of prices below.

**SCHEDULE OF PRICES TO BE PAID BY OWNER**

**DISABLED OR ABANDONED VEHICLES**

ITEM

- |   |                           |
|---|---------------------------|
| 1. Towing Disabled or Abandoned Vehicle to Contractor's Shop or within Five Miles   |                           |
| Distance of towing location   |                           |
| Up to 10,000 GVW  | \$ 70.00 per vehicle      |
| Over 10,000 GVW   | \$150.00 per vehicle      |
| 2. Towing Rate Per Mile After First Five – Destination Other Than Contractor's Shop |                           |
| Up to 10,000 GVW  | \$ 3.50 per vehicle       |
| Over 10,000 GVW   | \$ 4.50 per vehicle       |
| 3. Roadside Service Charge  |                           |
| Up to 10,000 GVW  | \$ 50.00 per service call |
| Over 10,000 GVW   | \$ 75.00 per service call |
| 4. Flatbed Use – only when needed   | \$100.00 per use          |
| 5. Winching Service Charge  |                           |
| Up to 10,000 GVW  | \$ 75.00 per call         |
| Over 10,000 GVW   | \$125.00 per call         |

6. Winching Rate Per Hour
  - Up to 10,000 GVW \$125.00 per hour
  - Over 10,000 GVW \$180.00 per hour
  
7. Outside Storage Per Day
  - Up to 10,000 GVW \$ 20.00 per day
  - Over 10,000 GVW \$ 40.00 per day
  
8. Inside Storage Per Day
  - Up to 10,000 GVW \$ 25.00 per day
  - Over 10,000 GVW \$ 75.00 per day
  
9. Other

After hours release fee - \$25.00.

Motorcycle, low riders, boats, trailers and other miscellaneous recreational vehicles or Machinery - \$45.00.

Specialize equipment such as skis, ramps, tie down straps used to facilitate a tow - \$25.00

Tarping of vehicle - \$50.00 per tarp used.

N & S Towing Inc. will not charge the City of Franklin for the towing of police department vehicles into and out of the police department/D.P.W. up to ten miles which are owned by the city and assigned to the police department.

N & S Towing Inc. will discount any invoices billed to the City of Franklin, for vehicles towed to their police department, not owned by the City of Franklin at the time of tow, if the City of Franklin seizes that vehicle for the purpose of sale at the annual city auction. N & S Towing Inc. will reduce the invoice fifty percent.

Any vehicle towed to the City of Franklin police department and returned to the owner/representative of the owner or to the insurance company/representative of the insurance company for the vehicle owner shall be paid in full by said person prior to the release of the vehicle to the owner/representative of the owner or to the insurance company/representative if the insurance company for the vehicle owner.

## B. Explanation of Charges

### 1. Tow Rates

Round trip flat towing rates shall apply to either a tow to the Contractor's shop regardless of the distance or to any other location at the option of the vehicle owner up to a distance of five miles. The rate shall apply regardless of the location, position, or condition of the vehicle to be towed. The same rate shall apply to day, night or holiday towing. No extra charge shall be made for hookup to turn vehicle around.

### 2. Mileage Rates

The mileage rate will apply to up to 20 additional miles towed after the first five miles and will be added to the flat rate where the destination is other than the Contractor's shop. Any charges to a customer for towing to a destination more than 25 miles from vehicle pickup shall only be made upon the customer's signed acceptance of the Contractor's written proposed charges for same.

3. Roadside Service

Roadside service is changing a tire, jump starting a vehicle, lock out services and/or providing gasoline reasonably necessary to reach a proximate gasoline service station, at cost.

4. Flatbed Use

Contractor shall dispatch a flatbed truck upon a Police Department request for such equipment.

5. Winching or Uprighting Service Charge

The service charge price shall cover the charge for providing a vehicle to the scene and shall cover the first 15 minutes of winching or uprighting service.

6. Winching Rate Per Hour

In the event winching or uprighting service is necessary, after the first 15 minutes, the charge for time shall be at the hourly rate, but such charge shall be made in 6 minute increments of time actually used in such operations at 1/10th of the hourly rate.

The rate for this item shall be charged for all other unusual services required to be performed by the Contractor which are not otherwise covered by these specifications such as, but not limited to, disconnecting the drive shaft and unlocking air brakes where necessary to prepare the vehicle for towing.

7. Outside Storage

Outside storage shall be the flat rate per vehicle per calendar day.

8. Inside Storage

Inside storage shall be the flat rate per vehicle per calendar day.

The rates quoted herein are for each tow truck with operators necessary to perform the service required. No charge shall be made for extra vehicles and equipment which in the opinion of the City are not necessary for the performance of service required.

C. Contractor shall make no charges for display of vehicle as set forth in Section 8. of the Agreement.

D. No charge shall be made to the City of Franklin for the services provided under the Agreement unless services are provided to a vehicle owned by the City, or unless the City agrees to pay for such services under a written request for same prior to the performance of the services. Services for which the City may be charged shall be requested by the City and shall be evidenced by a written invoice delivered from the truck operator at the scene to the City representative at the scene, which shall set forth the charges for such services. Additionally, Contractor shall send a copy of such invoice for such services to the Police Chief by mail or fax within 30 days of rendering such service. Such timely invoicing is a precondition to any City obligation for the payment of such charges.

E. Contractor shall conspicuously display the authorized automobile towing and storage charges and have available for immediate customer review upon request all charges authorized by this agreement at the place of storage.

F. Contractor shall give a numbered receipt to the owner of each vehicle serviced under the Agreement itemizing all services performed. Contractor shall maintain a copy of each receipt for the duration of this Agreement and for a period of three (3) years thereafter. Contractor's copies shall be available for inspections and copying by the City during normal business hours. Contractor shall accept personal checks, provided that the payor provides a picture I.D., and provided that the customer's check has a check number higher than 500. No business checks shall be accepted unless the payor is an individual "doing business as". Contractor shall accept Visa, Mastercard or Discover credit cards for all services, including services performed on the road, unless at the time of presentation by the customer and entry by Contractor to the subject charge card company for transaction validation and acceptance, the charge card company, due to its operations, is inaccessible, under which circumstances the Contractor shall transport the customer to an automatic teller machine proximate to the scene so the customer may pay in cash, without additional charge by the Contractor for such transportation service.

### **SECTION 3 - NOTIFICATION OF TOWING SERVICE**

When service is required, the Police Department or Fire Department under the authority of the Police Department, will call for service unless the driver of the vehicle requests his own towing service, which will be called if, in the opinion of the Police Department or Fire Department under the authority of the Police Department, the vehicle will be removed expeditiously.

The City will notify the towing contractor directly. No mechanical answering service or intermediary will be called. Contractor must be available to respond to calls and provide towing service 24 hours per day.

Upon notification by the City, Contractor shall promptly send a tow vehicle to the designated destination and shall provide roadside service or remove the vehicle(s) if so designated by the Police or Fire Department or the vehicle owner. After such notification to report to the scene, only the Contractor will be permitted to do the winching and towing or servicing; provided, however, that upon any notification or call for services by the City, the response time to arrive at the scene from time of call for a tow truck or flatbed truck shall be no more than 30 minutes, unless there are adverse weather conditions in the sole judgment of the Police Department. Upon any call or notification by the City, the Contractor shall provide an estimated time of arrival in minutes, in order to assist the City in any activities it may be undertaking at the scene. In the event the Contractor does not arrive at the scene within 30 minutes from City call, if the Contractor does not provide an estimated time of arrival in minutes upon City call, or if no person answers (human response) a City call for service for any reason, the City may request any necessary vehicle towing or removal services from any other person or entity and under such circumstances, no charge, fee or compensation whatsoever shall be due to Contractor for any reason upon such call for alternate services. Upon a Police Department notification simultaneously requesting more than one tow truck for more than one tow at a single location and where, in the judgment of the Police Department, any traffic obstruction at such location may be cleared by way of removing all vehicles from traffic lanes with a single tow truck and where Police or City emergency service personnel may thereupon

leave the location with the cleared vehicles in the custody of the Contractor, the 30 minute response time shall not apply to the arrival of subsequent tow trucks to the initial responding tow truck.

The City shall not be responsible if the vehicle owner performs his own service and drives from the scene. Costs of responding in this situation shall be absorbed by the Contractor. There is no cost recovery for the Contractor if a service call is canceled after a truck is dispatched.

There shall be no charges assessed by the Contractor to anyone for canceled calls or where no one is present at the scene of the call. No charges whatsoever may be made by the Contractor for items not quoted on above, such as "delays".

The Contractor shall maintain a daily log of town, roadside or other service calls received during the duration of this agreement. This log shall include the time the call was received and the number of the invoice for service performed issued to the party towed or serviced. Contractor shall maintain in its files copies of all such invoices and all records pertaining to this agreement during the duration of this agreement and for a period of three (3) years thereafter. Contractor agrees to maintain and make available for inspection and audit by the City Clerk or any authorized representative of the City, its daily logs and copies of all invoices and all records pertaining to this agreement at its office upon written notice by the City.

#### **SECTION 4 - EQUIPMENT**

A. Contractor must provide to the City Clerk evidence of ownership or lease, a minimum of two trucks; at least one with a GVW rating of not less than 12,500 pounds and a lift boom having a minimum capacity of 6 tons.

All trucks shall be equipped with necessary safety devices, lights meeting ICC Regulations, safety gasoline cans and a reasonable supply of tools to provide roadside service as "roadside service" is defined in this agreement.

B. Contractor must provide to the City Clerk evidence of ownership, lease, or subcontract of a minimum of one extra heavy duty wrecker tow truck, with a capacity of no less than 60,000 pounds, capable of lifting on its boom and traveling with a suspended dead weight of 18,000 pounds.

C. All trucks shall be equipped with emergency lighting as required by §347.26(6)(a) and (b), Wis. Stats.

D. Inspection. Equipment and operating condition of each wrecker and tow truck will be subject to inspection and approval by the City at any time after award of contract. Any change of equipment during the term of the contract shall be brought to the attention of the City Clerk, unless equipment equal to or better than that replaced from a service-enhancement standpoint is provided, and will be subject to re-examination for approval or rejection.

#### **SECTION 5 - DEBRIS AND CLEANING**

Whenever the Contractor is called to an accident scene, Contractor shall, before leaving the scene, remove all large debris such as bumpers, windshields, doors, body panels and the like, provided that such removal and cleaning may be accomplished without unreasonable delay to the

Contractor at the scene. Oil and gasoline spills, hydrant breaks, signal and lamp outages, tree damage and the like shall be reported by the Police to the proper agency for barricading and cleanup as conditions warrant.

**SECTION 6 - STORAGE FACILITIES**

- A. Storage facilities must be located within 13 miles of the City so as to be convenient for supplying the safe and prompt service required by the Agreement.
- B. Storage facilities may be owned or under lease for the duration of this contract. Contractor shall furnish evidence of ownership or lease of required storage facilities to the City Clerk prior to the effective date of this Agreement.
- C. Stored vehicles shall be protected in a fenced-in well lit and locked yard.
- D. Storage facilities must conform to all laws, ordinances and regulations applicable where located.
- E. Storage facilities shall be of sufficient size to accommodate at least 40 motor vehicles at one time.
- F. Personal property may be removed from a motor vehicle pursuant to Section 349.13(5), Wis. Stats. The written agreement to pay the full charges for towing and storage upon a removal of personal property by the owner pursuant to Sec. 349.13(5) (b) (4), Wis. Stats., shall be in the form and pursuant to the terms approved by the City.

**SECTION 7 - DISPLAY AND REMOVAL OF VEHICLE**

- A. Upon request of the towed vehicle owner, insurance company, authorized salvage buyer or the City, Contractor shall, at no charge, promptly move the vehicle to a space where an inspection may be made or pictures taken.
- B. No charge to the towed vehicle owner by virtue of this contract shall be made for any estimate or appraisal as to costs of repairs. No repairs shall be made without the written consent of the towed vehicle owner.
- C. The towed vehicle owner or representative shall have the privilege of removing the owner's vehicle from the custody of Contractor at any time within 30 days of storage (unless contrary to the City's orders) by paying towing and storage charges to Contractor in accordance with the schedule established by this proposal.
- D. An attendant shall be in attendance at the place of storage during the following hours as a minimum:  
Monday through Friday Inclusive - 8:00 a.m. - 5:00 p.m.  
  
Saturday - 8:00 a.m. - 12:00 noon  
(Exclusive of those Holidays on which City Hall is closed)

E. In case of emergency, as determined by the Franklin Police Department, Contractor shall provide access to storage areas during hours other than those listed herein. If the towing Contractor has to make an extra trip to open his place of business after hours, he may charge the vehicle owner a service fee of \$20.00.

### **SECTION 8 - RETENTION TIME AND NOTIFICATION**

#### **A. SALE OF VEHICLE**

When a vehicle is not claimed by the Owner or Owner's representative within ten days after towing, the Contractor may proceed to sell or junk the vehicle under the provisions of Section 779.415, Wis. Stats. Contractor shall notify the Police Department before proceeding under this provision. Should a deficit occur after such proceedings, such deficit shall not be paid by the City, and shall be absorbed by the Contractor.

#### **B. NOTIFICATION TO POLICE**

When a report is required under Section 342.31(2), Wis. Stats., for vehicles stored as a result of this contract, a copy of such report shall be submitted to the Police Chief.

#### **C. POLICE DEPARTMENT HOLDS.**

The Police Department in its discretion may place a hold upon any vehicle at the scene or while in the custody of Contractor by the execution of a hold/release form utilized by the Police Department for such purposes. Such hold form shall be executed by a member of the Police Department and shall bind the Contractor to hold such vehicle until Contractor receives a release direction in writing signed by the Police Department. If such hold is placed on the vehicle at the scene of vehicle removal services, the Police Department shall deliver a copy to the Contractor's truck operator responding to the scene, who shall sign the hold form as received. Should the Police Department place a hold on a vehicle subsequent to its removal from the scene, such hold shall be binding upon the Contractor upon fax of same to Contractor. The Police Department will courtesy call Contractor to advise of such fax upon same and Contractor shall immediately sign and return fax the hold form acknowledging receipt thereof. Contractor shall maintain its fax machine so that it is operational 24 hours per day. Without in any way intending to waive or excuse Contractor's duty to maintain an operational fax machine, in the event that fax service is unavailable, any notification of hold or hold release to Contractor under this subsection may be made by personal delivery of the notice to Contractor's place of business or by telephone call and mail to Contractor. Holds shall be released in the same method of form execution, delivery and return by the City and Contractor, respectively, as set forth above for the placing of holds.

### **SECTION 9 - SERVICE STANDARDS**

The Contractor shall provide courteous, polite, prompt and efficient services. Operators of the towing vehicles shall be courteous, clean, and neatly dressed in coveralls or uniform, and shall at all times conduct themselves in a workmanlike manner when carrying out the terms of the contract. A Contractor who cannot immediately dispatch trucks to calls, particularly in sub-zero weather, is not providing adequate service. Contractor shall meet the standards and terms of the Agreement. In the event Contractor disagrees with any direction given by Police or Fire Department personnel pertaining to Contractor's current services, Contractor or Contractor's representative may state such objection to such City representative at the time of such direction for consideration by such City representative, but shall not further contest or fail to follow such directive if it remains unchanged, except by subsequent written complaint to the Chief of Police specifying the particulars of such objection.

**SECTION 10 - RULES AND REGULATIONS**

A. Safety precautions shall be foremost in the operator's mind so that Contractor and the lives of others can be protected. Contractor shall operate Contractor's vehicles and towing equipment in accordance with the Motor Vehicle laws and all applicable federal, state and local laws.

B. Contractor shall comply with all required federal, state and local laws to provide towing service and provide current copies of all licenses, permits and authorizations required to perform this contract to the City Clerk.

**SECTION 11 - INDEMNIFICATION AND INSURANCE**

A. Contractor shall save and hold the City harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation of the foregoing, Worker's Compensation and death claims) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with the performance of the Agreement, regardless of whether such injury loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault (a) of Contractor, or (b) sublet work of Contractor hereunder; or by any agent(s) or employee(s) of any of the foregoing; or by accident; or otherwise.

B. Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damages, loss, claims, demands, and actions. Contractor shall secure, at its own cost and expense, insurance in amounts and with a Company licensed to do business in Wisconsin which is acceptable to and approved by the City Clerk against the liability assumed in this paragraph by the Contractor.

C. 1. Contractor shall purchase and maintain in a company or companies licensed to do business in the State of Wisconsin, insurance of the kinds described in Paragraph 3, to protect against claims which may arise out of or result from Contractor's operations under the contract, whether such operations be by itself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The City shall be named as an additional insured on policies under 3.b.-e.

2. The insurance required shall be written for not less than the limits of liability specified in Paragraph 3, or required by law, whichever is greater.

3. The kinds of insurance required by Paragraph 1 and the limits of liability required by Paragraph 2 shall be as follows:

|    | Kinds of Insurance               | Limits of Liability                                  |
|----|----------------------------------|--|
| a. | Unemployment and Social Security | As required by Federal and State Laws.               |
| b. | Worker's Compensation            | As required by applicable Worker's Compensation Laws |
| c. | Employer's Liability             | \$500,000 per occurrence                             |

- |    |  |  |
|----|--|--|
| d. | Automobile Liability   | Bodily Injury \$1,000,000 each person each occurrence.<br>Property damage \$500,000 each occurrence. |
| e. | Garagekeeper's Legal Liability for Customer's property for fires, theft, collision, riot, civil commotion, malicious mischief, and vandalism | \$500,000  |

**SECTION 12 - TERM AND TERMINATION**

This agreement shall be for a period of three years, commencing March 1, 2012. The City reserves the right to interpret the agreement language, to determine finally all performance of this agreement and to evaluate the performance of the work specified herein. Notwithstanding any other provisions of this agreement, the City shall have the absolute right to terminate this agreement without cause upon giving 60 days written notice to Contractor. This agreement may be extended upon the mutual agreement of the parties for up to three additional one-year terms.

The City may terminate this agreement forthwith for cause. The term "cause" as used herein shall be any default by the Contractor; any assignment of the Agreement by the Contractor without the written consent of the City; if the Contractor is adjudged bankrupt; if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed; that the Contractor is violating any of the conditions of this contract or that he is executing the same in bad faith or otherwise not in accordance with the terms of this contract. Any employee of the Contractor who willfully, negligently or ignorantly fails to perform his duties or assignment or is disobedient or abusive to the public, a fellow employee or to representatives of the City, shall upon written order from the City Clerk be discharge from the work.

**SECTION 13 - SUSPENSION AND SANCTIONS**

**A. SUSPENSION**

If during the term of this contract, the Contractor, or any of its duly elected officers if it be a corporation, is charged with a crime, the City Clerk shall have the right to suspend the operation of the Contractor, pending the determination of such criminal action. The Contractor, by its acceptance of this contract, hereby waives the right to any challenge of such suspension, excepting where no such criminal charge was made, and any and all claims for damages due to such suspension regardless of the outcome of such criminal action.

**B. SANCTIONS**

Any written complaint received by the office of the City Clerk pertaining to any services or work performed by Contractor under this Agreement shall be forwarded to Contractor within 10 days of receipt and Contractor shall respond to such complaint in writing within 10 days of the date of mailing or fax of same to Contractor. Such response shall be returned to the City Clerk, shall be in writing and shall set forth whether the Contractor agrees, disagrees or otherwise holds any position with regard to the subject matter of the complaint. The City Clerk shall review such complaint and any response received from Contractor to determine whether such complaint constitutes a violation of this agreement and whether, if there are any monetary charges by

Contractor pertaining to such violation, such charges shall then be forfeited and not due and owing to the Contractor. Such determination by the City Clerk shall be a determination as described pursuant to §68.07, Stats. The terms and provisions of §§68.08 and 68.09 Stats., shall apply to any review of such initial determination. In the event the Contractor requests and is entitled to an administrative appeal from such initial determination pursuant to the terms and provisions of §68.10, Stats., the hearing thereon shall proceed pursuant to the terms and provisions of §68.11, Stats., and the Municipal Court Judge shall be the decision maker who shall make the decision on such administrative appeal. Upon any claim that the Municipal Court Judge is unable or should not hear such Vehicle Towing and Storage Contract appeal for any reason, which claim must be made in writing and filed concurrent with any notice of appeal or be forever barred and waived, or should the Municipal Court Judge recuse himself for any reason, the City Engineer shall be the decision maker upon such administrative appeal. The final determination upon the aforesaid determination or administrative appeal shall be final pursuant to the terms and provisions of §68.12, Stats. If any charges specified to be forfeited under a final determination have been previously paid, Contractor shall refund such amount to the payor within 10 days of the final determination. Notwithstanding the above terms, provisions and references to provisions of Chapter 68, Stats., the parties agree that the terms and provisions of this subsection constitute a contractual provision specifying a method of resolving disputes pursuant to §68.15, Stats. The terms and provisions of this subsection 13.B. shall survive the expiration of this Agreement on February 28, 2015.

**SECTION 14 - PERFORMANCE**

Contractor guarantees that it has the ability and equipment to perform the terms of the Agreement, including continuously holding all state, federal and local licenses and approvals to enable contractor to perform the services called for in the agreement. This includes, but is not limited to, licenses to perform roadside service and to tow and store vehicles at the direction of law enforcement officials.

**SECTION 15 - ABANDONMENT LAW**

Contractor agrees that the agreement shall be performed in accordance with the time limitations and procedures set forth in Section 342.40, Wis. Stats. Contractor shall undertake all acts pursuant to Section 342.40, Wis. Stats. Contractor waives any right to obtain payment or reimbursement from the City as set forth in Section 342.40, Wis. Stats. Contractor's sole source of revenue shall be from the motor vehicle owner(s) or person(s) who otherwise dispose of the motor vehicle.



Agreement for Towing and Storage of Motor Vehicles between the City of Franklin  
and N & S Towing - ADDITIONAL NOTARY PAGE

For the period beginning March 1, 2012; ending February 28, 2015

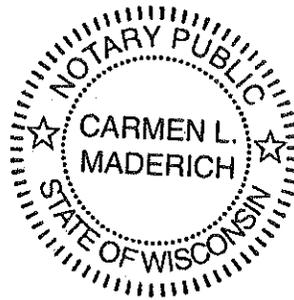
State of Wisconsin  
Milwaukee County

**SUBSCRIBED AND SWORN TO BEFORE ME BY JEFFERY SANCINATI**

This 13th day of February, 2012

Carmen L. Maderich  
Notary Public

My commission expires 8-2-2015



|                                 |                                       |                                       |
|---------------------------------|---------------------------------------|---------------------------------------|
| <b>APPROVAL</b><br><i>Slw</i>   | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE</b><br><b>1/03/17</b> |
| <b>LICENSES AND<br/>PERMITS</b> | <b>MISCELLANEOUS LICENSES</b>         | <b>ITEM NUMBER</b><br><b>H.1.</b>     |

See attached list from meeting of January 3, 2017.

**COUNCIL ACTION REQUESTED**



**City of Franklin**

9229 W. Loomis Road  
Franklin, WI 53132-9728

414-425-7500

**License Committee**

**Agenda\***

**Aldermen's Room**

**January 3, 2017 – 6:00 pm**

|  |  |                        |             |             |
|--|--|------------------------|-------------|-------------|
| <b>1.</b>  | <b>Call to Order &amp; Roll Call</b>   | <b>Time:</b>           |             |             |
| <b>2.</b>  | <b>Applicant Interviews &amp; Decisions</b>  |                        |             |             |
|  | <b>License Applications Reviewed</b>   | <b>Recommendations</b> |             |             |
| <b>Type/ Time</b>                                      | <b>Applicant Information</b>   | <b>Approve</b>         | <b>Hold</b> | <b>Deny</b> |
| <b>Operator<br/>2016-17</b>                            | <b>Kayla M Corona</b><br>623 Manistique Ave<br>South Milwaukee, WI 53172<br>Chili's Bar & Grill  |                        |             |             |
| <b>Operator<br/>2016-17</b>                            | <b>Jennifer M Francis</b><br>4380 S Burrell St<br>Milwaukee, WI 53207<br>Mulligan's Pub & Grill  |                        |             |             |
| <b>Operator<br/>2016-17</b>                            | <b>Barbara A Johnson</b><br>3107 S 33 <sup>rd</sup> St<br>Milwaukee, WI 53215<br>Walgreen – S. 76 <sup>th</sup> St   |                        |             |             |
| <b>Operator<br/>2016-17</b>                            | <b>Stacy M Rodriguez</b><br>6835 S Ash St<br>Oak Creek, WI 53154<br>Chili's Bar & Grill  |                        |             |             |
| <b>Operator<br/>2016-17</b>                            | <b>Terry J Tornow</b><br>713 13 <sup>th</sup> Ave<br>Union Grove, WI 53182<br>Chili's Bar & Grill  |                        |             |             |
| <b>Operator<br/>2016-17</b>                            | <b>Jessica N Urban</b><br>584 Pewaukee Rd., Unit A<br>Pewaukee, WI 53072<br>Chili's Bar & Grill  |                        |             |             |
| <b>Change of Agent<br/>2016-2017</b>                   | <b>Walgreen Co (Store #15020 – 76<sup>th</sup> St)</b><br>Jessica N Hennlich<br>2804 Stonebridge Dr<br>Racine, WI 53404  |                        |             |             |
| <b>Temporary Class B<br/>Beer</b>                      | <b>St. Martin of Tours Church – Vietnamese Lunar New Year</b><br>Person in Charge: Diane Winkowski<br>Location: 7963 S 116 <sup>th</sup> St<br>Date of the Event: 01/29/2017 |                        |             |             |
| <b>Temporary<br/>Entertainment &amp;<br/>Amusement</b> | <b>St. Martin of Tours Church – Vietnamese Lunar New Year</b><br>Person in Charge: Diane Winkowski<br>Location: 7963 S. 116 <sup>th</sup> St<br>Date of Event: 01/29/2017    |                        |             |             |
| <b>3.</b>  | <b>Adjournment</b>   |                        |             |             |
|  |  |                        |             |             |
|  |  | <b>Time</b>            |             |             |

\*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.

|                                   |                                      |                               |
|-----------------------------------|--------------------------------------|-------------------------------|
| <b>APPROVAL</b><br><i>Slw fah</i> | <b>REQUEST FOR COUNCIL ACTION</b>    | <b>MEETING DATE</b><br>1/3/17 |
| <b>Bills</b>                      | <b>Vouchers and Payroll Approval</b> | <b>ITEM NUMBER</b><br>I. 1    |

Attached are vouchers dated December 16, 2016 through January 3, 2017 Nos. 163230 through Nos. 163402 the amount of \$ 1,785,264.99. Included in this listing are EFT's Nos. 3337 through Nos. 3348 and Library vouchers totaling \$ 11,064.92.

Vouchers approved at the Council meeting dated December 20, 2016 that are included in this distribution:

|              |                    |
|--------------|--------------------|
| Humana       | \$44,672.00        |
| Sun Life     | \$6,051.82         |
| <b>TOTAL</b> | <b>\$50,723.82</b> |

Early release disbursements dated December 16, 2016 through December 29, 2016 under Resolution 2013-6920 in the amount of \$ 1,091,773.87 are provided on a separate listing and are also included in the complete disbursement listing.

The net payroll dated December 23, 2016 is \$ 383,955.19 previously estimated at \$ 365,000.00. Payroll deductions for December 23, 2016 are \$ 380,178.76, previously estimated at \$ 383,000.00.

The estimated payroll for January 6, 2017 is \$ 364,000.00 with estimated deductions and matching payments of \$ 224,000.00.

Attached is a list of property tax refunds Nos. 16410 through Nos. 16667 and EFT Nos. 123 dated December 16, 2016 through December 29, 2016 in the amount of \$ 73,673.70. These payments have been released as authorized under Resolution 2013-6920.

### **COUNCIL ACTION REQUESTED**

Motion approving the following:

- City vouchers with an ending date of January 3, 2017 in the amount of \$ 1,785,264.99 and
- Payroll dated December 23, 2016 in the amount of \$ 383,955.19 and payments of the various payroll deductions in the amount of \$ 380,178.76, plus City matching payments and
- Estimated payroll dated January 6, 2017 in the amount of \$ 364,000.00 and payments of the various payroll deductions in the amount of \$ 224,000.00, plus City matching payments and
- Property Tax refunds with an ending date of December 29, 2016 in the amount of \$ 73,673.70.