

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><i>6/17/16</i></p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><b>Request Council authorization to amend the Franklin Fire Department EMS Service rates to add a fee for paramedic intercept services in the amount of \$450.00.</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G. 3.</i></p>

The Franklin Fire Department has an interest in setting up ALS (paramedic) intercept agreements with neighboring fire departments and/or EMS providers who transport patients into Milwaukee County hospitals. A formal agreement would allow the department to bill the other municipality in order to recoup the cost associated with the intercept.

The Fire Department recommends amending its EMS service rate schedule to add an ALS intercept fee of \$450.00. This amount is approximately 50% of the fee charged for an ALS-level transport, and is comparable with what is established by similar agreements in the region. It is also the rate being recommendation by the department's EMS billing vendor, and is within what would be considered "usual and customary" charges by health care insurance companies (and would therefore be covered by most plans).

**COUNCIL ACTION REQUESTED**

Request Council authorization to amend the Fire Department EMS Service Rates to establish an ALS intercept fee of \$450.00.

# Franklin Fire Department

## 2016 EMS Service Rates



<b>Basic Life Support (BLS) Service Rates</b>	
Service/treatment without transport (resident)	no charge
Service/treatment without transport (non-resident)	no charge
Service with transport (resident)	\$ 525.00
Service with transport (non-resident)	\$ 750.00
<b>Advanced Life Support (Paramedic) Service Rates</b>	
Service/treatment without transport (resident)	\$ 135.76
Service/treatment without transport (non-resident)	\$ 185.61
Service with transport-ALS Level 1 (resident)	\$ 719.11
Service with transport-ALS Level 2 (resident)	\$ 828.36
Service with transport-ALS Level 1 (non-resident)	\$ 849.57
Service with transport-ALS Level 2 (non-resident)	\$ 980.03
Service with ALS intercept (ALS personnel transfer to and treat in transporting ambulance)	\$ 450.00
Service and invasive treatment without transport (resident)	\$ 135.76
Service and invasive treatment without transport (non-resident)	\$ 190.92
Defibrillation	\$ 109.25
IV and supplies	\$ 65.76
Intubation/advanced airway	\$ 81.67
ALS supplies	\$ 86.97
Oxygen and supplies	\$ 81.67
Mileage (per loaded mile)	\$ 15.91
EKG	\$ 109.25
Drugs, Group 1: Albuterol, Amioderone, Aspirin, Atropine, Benedryl, Calcium Gluconate, Dextrose, D5W, Glucose (oral), Nitroglycerine, Normal Saline (bags and carpject), Zofran (tabs or IV)	\$ 35.00
Drugs, Group 2: Dopamine, Epinephrine, (IM or IV), Lidocaine, Sodium Bicarbonate	\$ 40.30
Drugs, Group 3: Fentanyl, Ketamine, Midazolam, Narcan	\$ 51.97
Epinephrine (by Epi-pen)	\$ 103.94
Adenosine	\$ 97.58
Glucagon, up to 1 mg	\$ 97.58
Solumedrol, 41-125 mg	\$ 63.64
E-Z IO (intraosseous needle)	\$ 130.46
Spinal Immobilization	\$ 135.76
Triage barcode wristband	\$ 3.18
Cyano-kit	\$ 980.03
CPAP mask	\$ 48.79

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><i>6/7/16</i></p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><b>Agreement with the Town of Norway to provide Advanced Life Support (ALS) intercept services to the Wind Lake Fire Department.</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.4.</i></p>

The Franklin Fire Department occasionally receives requests for its paramedic units to “intercept” patients being transported through Franklin. Generally these are patients being transported to Milwaukee County hospitals by basic-level service providers from western Racine County. Either the patient’s condition has deteriorated to the point that the basic level service (EMTs) can no longer provide adequate care, or the patient has had a serious illness or injury that required the EMTs to “scoop and run” in order to get the patient to a hospital and/or higher level of care than they could provide on scene.

Recently, the Wind Lake Fire Department (serving the Town of Norway) expressed interest in establishing a formal intercept agreement. The agreement would allow Franklin to bill the other municipality for providing this higher level of care. The law allows only the transporting vehicle to bill the patient, unless there is a formal agreement in place. (During an intercept, in order to save time, our paramedics would jump into the back of the incoming ambulance, rather than offloading the patient, transferring to a different cot, and then loading them into the second rig).

The Franklin Fire Department currently honors mutual aid and intercept requests from surrounding (based on unit availability and concurrent emergency calls at the time of the request). Having the agreement in place would allow for the creation of a more clearly defined process for the intercept; and would allow FFD to recoup the cost of the personnel equipment, and supplies from the town of Norway.

This agreement is not expected to impact or increase emergency run volume in any significant manner, and similar agreements could be offered to other fire departments outside of Milwaukee County. Franklin’s location makes it the entry corridor from western Racine and southern Waukesha Counties and many of the fire departments/EMS providers serving those areas are not licensed at the ALS provider level.

The Franklin Fire Department is committed to working with our partners in promoting and improving access to the highest quality pre-hospital emergency medical care on a regional basis. The Fire Chief recommends approval.

**COUNCIL ACTION REQUESTED**

Request Council approval to establish an agreement to provide ALS intercept services to the Wind Lake Fire Department and the Town of Norway.

**AGREEMENT BETWEEN THE CITY OF FRANKLIN AND THE TOWN OF NORWAY ALLOWING THE FRANKLIN FIRE DEPARTMENT TO PROVIDE PARAMEDIC INTERCEPT SERVICES TO THE WIND LAKE FIRE DEPARTMENT**

WHEREAS the City of Franklin Fire Department and the Wind Lake Fire Department desire to demonstrate their commitment to providing the best possible care to patients, by entering into an Advanced Life Support (ALS) Intercept Agreement, and;

WHEREAS this Agreement is by and between the City of Franklin, which operates the Franklin Fire Department, and the Town of Norway, which operates the Wind Lake Fire Department, and;

WHEREAS the Franklin Fire Department, a State of Wisconsin Licensed Paramedic Service Provider, agrees to provide the Wind Lake Fire Department, a State of Wisconsin Licensed Basic Life Support Provider, with an Advanced Life Support (ALS) Intercept Service upon reasonable terms when such service is requested, and;

WHEREAS the Town of Norway is located outside the City of Franklin limits and the Town of Norway desires to have the Franklin Fire Department provide Paramedic (ALS) Intercept Services from the Franklin Fire Department and is willing to compensate the City of Franklin for such services.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The Franklin Fire Department will furnish ALS Intercept Services to the Wind Lake Fire Department in accordance with, and subject to, the terms of this Agreement.
2. Subject to the availability of personnel and equipment due to then-existing conditions and call volume as determined by the Franklin Fire Department in its sole discretion, the Franklin Fire Department agrees to intercept the Wind Lake Fire Department ambulance en route to the hospital with one (1) or more paramedic(s) and an ambulance or support vehicle, and to render paramedic services. The Wind Lake Fire Department shall conduct the transport of the patient to the hospital. The Franklin Fire Department paramedic(s) will assist and supplement the EMTs provided by the Wind Lake Fire Department.
3. The Town of Norway and the Wind Lake Fire Department recognize the continuing right and responsibility of the Franklin Fire Department to independently assess, upon receipt of each and every request for Paramedic Intercept Service from the Wind Lake Fire Department, whether it is able to dispatch its paramedic(s) as requested. This reservation notwithstanding, the Franklin Fire Department will make every effort to respond to each call for service from the Wind Lake Fire Department efficiently and effectively. In the event that the Franklin Fire Department is unable to dispatch a paramedic(s) as requested, the Franklin Fire Department will immediately attempt to convey its inability to respond to the Wind Lake Fire Department's request.
4. The Town of Norway agrees to pay the City of Franklin as follows:
  - a. To pay for all supplies provided by the Franklin Fire Department under this

Agreement.

- b. To pay for each patient treated under this Agreement by the Franklin Fire Department, at the rate established for "ALS intercept services" by the City of Franklin, as defined in the Franklin Fire Department EMS Service Rates Schedule, with notice of any fee changes provided in advance and in writing to the Town of Norway and the Wind Lake Fire Department.
  - c. To pay all fees within 30 days of receipt of the monthly invoice from the Franklin Fire Department billing service or from the City of Franklin as applicable.
5. The Franklin Fire Department shall not charge a fee if a request for paramedic service is canceled or if treatment is not rendered by the Franklin Fire Department paramedic. It is understood that the Wind Lake Fire Department, the Town of Norway, and/or its respective EMS billing vendor, may bill the patient for the purpose of recovering any costs incurred but that the Town of Norway shall retain primary responsibility for payment of fees incurred under this Agreement.
6. The City of Franklin and the Town of Norway each agree to be responsible for the acts, errors and omissions of their respective officers, employees, agents, and volunteers while responding to, operating at or returning from an intercept incident. Each party hereby agrees to indemnify and hold the other party harmless for any claim for damages arising out of the acts, errors or omissions of the indemnifying parties' employees.
7. Risk Allocation
- a. Immunity. All parties (members) to this agreement are governmental entities entitled to governmental immunity under law, including § 893.80, Wis. Stats. Nothing contained herein shall be deemed to constitute a waiver of any of the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations and defenses under § 893.80, Wis. Stats., as amended from time-to-time
  - b. Members Responsible for Own Actions. Each party shall bear the risk of acts, errors, and/or omissions of its own officers, employees, agents and/or volunteers, as it does with its day-to-day operations.
  - c. Employee Claims. The officers, agents, employees and/or volunteers of each party shall be covered by his or her respective organization for purposes of worker's compensation, unemployment insurance, and benefits under Ch. 40, Wis. Stats., regardless of whether the party is the responding or requesting Member.
  - d. Insurance. All parties shall, throughout the term of this Agreement, maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake.
  - e. Survival of Obligations. The obligations set forth in this Section (7) shall survive the termination or expiration of this Agreement.

8. This Agreement may be amended by written agreement approved by the City of Franklin and the Town of Norway.
9. The term of this Agreement shall be on-going, except the Agreement: 1) may be reviewed every three (3) years, or at such other time upon request by a party, and 2) may be terminated at any time with 120 days written notice by any of the parties that have entered into this Agreement by the City of Franklin and the Town of Norway.
10. All notices, requests, demands, complaints and other communications provided for herein or made hereunder shall be in writing. These notices, requests, demands, complaints or other communications will be delivered by Certified Mail, return receipt requested, postage prepaid or by a recognized overnight carrier which provides proof of receipt and will be addressed to the address below. All notices shall also be provided in writing to the Chief of the Franklin Fire Department from the City of Franklin and to the Chief of the Wind Lake Fire Department from the Town of Norway.

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

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

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

APPROVED AS TO FORM:

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

<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>
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<b>REPORTS AND RECOMMENDATIONS</b>	Agreement with the Village of Greendale for the storage of and shared access to a 1994 Pierce Saber fire engine.	<b>ITEM NUMBER</b>  <i>G. 5.</i>
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The Greendale Fire Department is in the process of building a new fire station. The old station is being torn down and the Greendale Fire Department, along with its apparatus, has been relocated to the lower level of their police station. GDFD does not have room to house a reserve engine at this time.

The Franklin Fire Department is seeking approval to store the apparatus at Station #3, and to jointly use the apparatus for training, and as a reserve pumper when one of FFD's front-line apparatus is out of service due to maintenance and/or repair.

The Greendale Fire department would be able to access the engine when needed on a 24-hour basis. Fire departments throughout Wisconsin have access to each other's fire stations during an emergency event, and this key would be used only in the event that GDFD needed to access the apparatus during an emergency situation when FFD personnel are not available.

A proposed agreement is attached. Under the agreement, Greendale would continue to insure the vehicle. FFD would send the vehicle for a Wisconsin Department of Transportation (DoT) safety inspection by a certified Emergency Vehicle Technician, and the departments would share repair and maintenance costs equally.

The Director of Administration has reviewed the proposal, and expressed concerns over the shared maintenance costs. However, the vehicle is 22 years old and of limited value (\$12,000 - \$15,000 compared to new vehicle costs of \$450,000 or more) and the likelihood of either party approving a major repair in excess of \$2000 is unlikely. Furthermore, any repair incurring costs would require previous approval in writing from both parties.

All FFD personnel have been trained in the operation of the vehicle.

The agreement benefits both parties, as Franklin would receive credit for a reserve pumper in our Insurance Services Office (ISO) rating that it does not currently receive. Also, as FFD's apparatus continue to age and also experience increasing call volume, there are several times per year that they are out of service for maintenance - often for extended periods. The Fire Chief recommends approval.

**COUNCIL ACTION REQUESTED**

Request Council authorization for the storage and shared usage of a 1994 Pierce Saber fire engine as a reserve fire apparatus.

**AGREEMENT BETWEEN THE VILLAGE OF GREENDALE AND  
THE CITY OF FRANKLIN FOR SHARED USE OF 1994 PIERCE SABER**

WHEREAS, the Village of Greendale is the owner of a 1994 Pierce Saber; and

WHEREAS, Wis. Stat. § 66.0301 allows the Village of Greendale and the City of Franklin to enter into intergovernmental cooperation agreements for the purposes of effectuating joint goals; and

WHEREAS, the Village and City of Franklin have agreed to share the use of a 1994 Pierce Saber as a backup fire truck.

NOW THEREFORE, the parties hereby agree that the Village of Greendale and City of Franklin will share use of 1994 Pierce Saber with the following conditions:

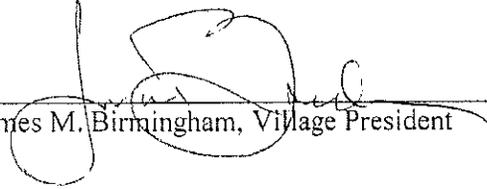
1. The Village of Greendale will continue to pay the cost of auto collision and comprehensive insurance coverage to insure against physical damage to the truck. Each of the parties agrees to secure and maintain at all times during the term of this agreement general liability insurance to protect each party against any and all claims for injury or loss arising out of or related to the provision and use of the 1994 Pierce Saber.
2. All costs to maintain and operate the 1994 Pierce Saber shall be shared equally between the Village of Greendale and the City of Franklin, provided that such costs are agreed to in writing between the parties before the costs are incurred. The party incurring the costs shall submit an invoice to the other party showing the full amount paid and demanding reimbursement of 50 percent of such amount, which shall be paid within 45 days of receipt of the invoice, subject to the following.
3. Indemnification. Each party hereby agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the indemnified party its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in

enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

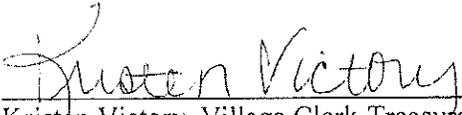
4. The fire truck will be stored at the City of Franklin's Fire Station located at 4755 W. Drexel Ave. The City of Franklin agrees to allow any Village of Greendale Fire Department personnel access to the City of Franklin Fire Station building and the vehicle bay where the fire truck is stored, for the purpose of accessing and using the 1994 Pierce Saber vehicle. The City of Franklin agrees to place the 1994 Pierce Saber in a location that allows unobstructed exit from the station, such that the Village of Greendale can access the 1994 Pierce Saber and drive away without being hampered by City of Franklin vehicles or equipment.
5. The use of the 1994 Pierce Saber is available to the City of Franklin and the Village of Greendale on a first come, first serve basis.
6. The 1994 Pierce Saber shall not be used for parades or other ceremonial or public relations related purposes, except upon the mutual agreement of the Village of Greendale Fire Chief and the City of Franklin Fire Chief, which may be granted from time to time for particular specified dates and times.
7. The City of Franklin acknowledges and agrees that all City of Franklin personnel using the 1994 Pierce Saber vehicle will abide by the Village of Greendale's standard operating guidelines in reference to the operation and training requirements for use of the 1994 Pierce Saber. The City of Franklin acknowledges and agrees that the Village of Greendale Fire Chief has the sole authority, upon consultation with the City of Franklin Fire Chief, to authorize which City of Franklin Fire Department personnel will be allowed to operate the 1994 Pierce Saber stationed in the City of Franklin Fire Station. The Village of Greendale agrees to provide to the City of Franklin training in the use of the 1994 Pierce Saber vehicle. It is expected that the City of Franklin will supplement any training provided by the Village of Greendale.
8. This agreement shall commence on the date of the last approval shown below. This agreement shall terminate on the five year anniversary of the date shown below, subject to the following. After that date, this agreement shall be automatically renewed for successive one-year terms unless written notice is given by either party that they wish to terminate the agreement. Notice of termination shall be given in writing not less than 60 days before the end of any extended term. This agreement may be terminated by either party during the initial five year term, upon six months prior written notice to the other party.
9. The Village of Greendale retains sole ownership of the 1994 Pierce Saber, subject only to the rights of use granted to the City of Franklin pursuant to this agreement.
10. The Village of Greendale shall owe no rent to the City of Franklin for the storage of the 1994 Pierce Saber vehicles, and the City of Franklin shall owe no rent to the Village of Greendale for use of the 1994 Pierce Saber. Both parties agree that their respective

benefits pursuant to this agreement constitutes sufficient consideration for the agreement.

VILLAGE OF GREENDALE

  
James M. Birmingham, Village President

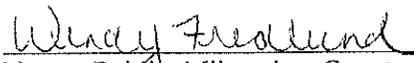
ATTEST:

  
Kristen Victory, Village Clerk-Treasurer

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF MILWAUKEE        )

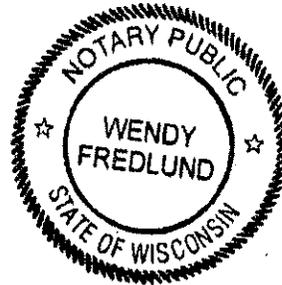
Before me, 19<sup>th</sup> day of April, on this day personally appeared James Birmingham, proved to me through identity card or other document to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and the consideration therein expressed.

Given under my hand and seal of office this 19 day of April, 2016.

  
Notary Public, Milwaukee County, Wisconsin  
My Commission: 10-5-19

Approved as to Form:

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John P. Macy, Village Attorney





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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">06/07/16</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION TO AMEND RESOLUTION NO. 87-3044 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE, FOR PROPERTY LOCATED AT 10020 SOUTH 54TH STREET, TO ALLOW FOR THE CONSTRUCTION OF A BUILDING ADDITION TO THE EXISTING CHROMETECH OF WISCONSIN, INC. BUILDING (ZAR LLC, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G. 6.</i></p>

At its May 23, 2016, meeting, the Economic Development Commission recommended approval of a resolution to amend Resolution No. 87-3044 imposing conditions and restrictions for the approval of a Special Use for property located at 10020 South 54<sup>th</sup> Street, to allow for the construction of a building addition to the existing ChromeTech of Wisconsin, Inc. building (Zar LLC, applicant).

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2016-\_\_\_\_\_, a resolution to amend Resolution No. 87-3044 imposing conditions and restrictions for the approval of a Special Use for property located at 10020 South 54<sup>th</sup> Street, to allow for the construction of a building addition to the existing ChromeTech of Wisconsin, Inc. building (Zar LLC, applicant).



# CITY OF FRANKLIN



## REPORT TO THE ECONOMIC DEVELOPMENT COMMISSION

Meeting of May 23, 2016

### Special Use Amendment

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**RECOMMENDATION:** Staff recommends approval of the proposed ChromeTech Special Use Amendment, subject to the conditions in the draft resolution.

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<b>Project Name:</b>	ChromeTech Special Use Amendment
<b>Project Address:</b>	10020 South 54 <sup>th</sup> Street
<b>Applicant:</b>	Zar, LLC
<b>Owners:</b>	Zar, LLC
<b>Current Zoning:</b>	Planned Development District No. 7
<b>Future Land Use:</b>	Commercial
<b>Use of Surrounding Properties:</b>	Industrial to the north, south (vacant land), east and west
<b>Applicant Action Requested:</b>	Recommendation of approval for the proposed Special Use Amendment to the Common Council.

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### Introduction

- Please note that staff recommendations are *underlined, in italics* and are included in the draft ordinance.

On April 21, 2016, the applicant filed a Special Use Amendment with the Department of City Development requesting approval to construct a 21,607 square foot building addition at 10020 S. 54<sup>th</sup> Street. The addition will be used for storage and assembly purposes. There will be no substantial changes to the hours or current operations of the business.

The property is located within PDD No. 7, which permits “Metal finishing, plating, grinding, sharpening, polishing, cleaning, rust-proofing, and heat treatment” as a Special Use. Therefore, a public hearing must be held and recommendation made by the Economic Development Commission and review and approval by the Common Council is required.

ChromeTech originally received Special Use approval in 1987 via Resolution No. 87-3044. Since that original approval, Chrometech has received approval of three separate Land Combination Permits (one in 1988 and two in 1989), approval of a monument sign in 2007 and approval of a Certified Survey Map (CSM) in 2011. The CSM created two lots from a single existing parcel with an area of approximately 3.40 acres. ChromeTech is located on Lot 1 of that CSM, CSM No. 8352, which has an area of 96,199 square feet (approximately 2.21 acres).

### Project Description/Analysis

ChromeTech is proposing to construct a 21,607 square foot building addition to the south side of the existing 19,619 square foot building. In addition to the building expansion, the applicant is

proposing to repave the existing loading dock area, seal coat and restripe the existing parking lot and paint the existing building to match the proposed addition. New lighting and landscaping is also proposed.

The maximum building height is the same as the existing building at 20-feet. The site contains 32 parking spaces and is approximately 35.3% greenspace. The applicant did not provide details related to dumpsters and trash receptacles onsite; therefore, staff recommends that dumpsters onsite shall be located within an enclosure per Section 15-3.0803I. of the Unified Development Ordinance, subject to approval by the Department of City Development and a Building Permit issued by the Inspection Department.

The applicant is providing 11 deciduous trees, 8 evergreen trees and 28 shrubs as part of the proposed landscape plan. The applicant is proposing wall mounted lighting on the building addition and a recessed down light at the entrance of the addition.

The colors, materials, and finishes of the proposed building addition, as well as its architectural form, are consistent with the existing building. Split face and smooth face concrete block, the primary material of the existing building, will also serve as the primary building material for the addition.

The applicant is currently working with the Fire Department related to fire protection requirements and retrofitting the existing building space with automatic sprinkler system, which is required by code.

The Engineering Department reviewed the site changes and indicated that:

1. The applicant must comply with the State and local fire codes and that the existing water service connection is not adequate for fire protection.
2. A structure or field inlet should be constructed east of the existing catch basin. The applicant should then connect the proposed roof drain or downspout and extend and re-use the 12" RCP end-section to take the storm drainage run-off around the easterly and southerly drainage swale.
3. The drainage swale must be constructed within the property.

Based upon the above staff comments, staff recommends that:

1. The applicant shall address Fire Department staff comments to the satisfaction of the Fire Chief, prior to the issuance of a Building Permit.
2. The applicant shall address Engineering Department staff comments to the satisfaction of the City Engineer, prior to issuance of a Building Permit.

### **Staff Recommendation**

Staff recommends approval of the proposed ChromeTech Special Use Amendment, subject to the conditions in the draft resolution.

## ECONOMIC DEVELOPMENT COMMISSION

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION TO AMEND RESOLUTION NO. 87-3044 IMPOSING  
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A  
SPECIAL USE, FOR PROPERTY LOCATED AT 10020 SOUTH 54TH STREET, TO  
ALLOW FOR THE CONSTRUCTION OF A BUILDING ADDITION TO THE EXISTING  
CHROMETECH OF WISCONSIN, INC. BUILDING  
(ZAR LLC, APPLICANT)

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WHEREAS, ZAR LLC having petitioned the City of Franklin for the approval of an amendment to Resolution No. 87-3044, conditionally approving a Special Use, such prior Resolution authorizing the construction and operation of a metal finishing business, upon property located at 10020 South 54th Street, such property being zoned Planned Development District No. 7 (Franklin Industrial Park), more particularly described as follows:

Lot One of Certified Survey Map No. 8352, being a re-division of Lots 1, 2 and 3 in Block 4 in Franklin Industrial Park, being a part of Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; Tax Key No. 899-0012-003.

WHEREAS, such proposed amendment being for the purpose of constructing a 21,642 square foot split face and smooth face block building addition for storage and assembly purposes for Chrometech of Wisconsin, Inc., repaving the existing loading dock area, painting the existing building and new lighting and landscaping; and

WHEREAS, such petition having been duly referred to the Economic Development Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Economic Development Commission on the 23rd day of May, 2016, and the Economic Development Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Economic Development Commission further finding that the proposed amendment to Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

ZAR LLC – AMENDMENT TO SPECIAL USE  
RESOLUTION NO. 2016-\_\_\_\_\_

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of ZAR LLC for the approval of an amendment to Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this amendment to Special Use is approved only for the use of the subject property by ZAR LLC, successors and assigns, for the Chrometech of Wisconsin, Inc. building addition construction project, which shall be developed in substantial compliance with and constructed, operated and maintained by ZAR LLC, pursuant to those plans City file-stamped May 13, 2016 and annexed hereto and incorporated herein as Exhibit A.
2. ZAR LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consultants to the City of Franklin, for the the Chrometech of Wisconsin, Inc. building addition construction project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon ZAR LLC and the Chrometech of Wisconsin, Inc. building addition construction project for the property located at 10020 South 54th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Any and all dumpsters onsite shall be located within an enclosure per Section 15-3.0803I. of the Unified Development Ordinance, subject to approval by the Department of City Development and a Building Permit issued by the Inspection Department.
5. The applicant shall address Fire Department staff comments to the satisfaction of the Fire Chief, prior to the issuance of a Building Permit.

ZAR LLC – AMENDMENT TO SPECIAL USE  
RESOLUTION NO. 2016-\_\_\_\_\_

Page 3

6. The applicant shall address Engineering Department staff comments to the satisfaction of the City Engineer, prior to issuance of a Building Permit.

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

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

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of Resolution No. 87-3044, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of completion of the construction of the Chrometech of Wisconsin, Inc. building addition.

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

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

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

ZAR LLC – AMENDMENT TO SPECIAL USE  
RESOLUTION NO. 2016-\_\_\_\_\_

Page 4

APPROVED:

\_\_\_\_\_  
Craig M. Haskins, Chairman

ATTEST:

\_\_\_\_\_  
Michael Soto, Vice Chairman

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



Design Build  
Since 1957

## PROJECT NARRATIVE

Chrome Tech of Wisconsin is proposing to add on to their original buildings, a 21,642 sq.ft. addition to the south. This addition will match the current buildings height of 20 feet and will extend from east to west at the same width (197 ft.) as the current plant and office building does. The building will be constructed of a split face and smooth face masonry block to match the current building. The proposed use of this building will be storage and assembly for a large project that Chrome Tech has undertaken. Please note that all chroming and plating will continue to remain in the current plant areas.

As noted, the entire addition will be 20 feet tall. This includes the 30 foot portion on the west side of the addition where the office building is. We will extend the walls of the addition up the additional 5 feet difference between the office roof and the warehouse plant roof. We have created a notched and soffitted metal panel enhanced entry detail to expand the current entry detail to expand the current entry location with a symmetrical appearance while allowing the addition to remain full height. Please see the attached renderings and plans for this work.

The existing loading dock area which faces north will be repaved to replace the old and cracked asphalt. We will also seal coat the parking lot area and restripe and repaint the current building so that the new addition and current building appear consistent in color and paint quality. We have also added a series of clear story style windows and a pilaster style arrangement with a metal wall panel accent feature and a stack bond, smooth block base to the west elevation of the building in order to provide some additional architectural relief to that façade. Please note because this addition is truly utilitarian in its use and function for storage and minor assembly, additional architectural features, roof lines and other details are not needed by the owner or the operation of this space. We believe that this building with our addition will tie in consistently with its neighbors.

Civil drawings showing the grades, storm sewer and water service locations, as well as lighting and landscape plans are also included in this submittal for your review and comment.

We have provided no additional information for National Resources Protection Plan. Please also note we have met with the Fire Department and are proposing to sprinkler the existing building and the proposed addition. At this point, we are determining the safety of sprinklering the chrome plating area of the existing building, as this might pose a larger hazard than not sprinklering that area. We are in discussions with Chrome Tech's advisors, suppliers and the Fire Department and other entities to help us determine if this issue needs to be investigated further and a variance from the Franklin Fire Department authority having jurisdiction is necessary. Please note we will be working on this process during your review.

Employee counts, hours of operation and process and procedures in the existing building will remain consistent and no major change in those operations are expected.

MSI General

Corporation

P.O. Box 7

Oconomowoc

Wisconsin

53066

262.367.3661

Fax 262.367.7390

www.msigeneral.com

Franklin

APR 21 2016



MSI GENERAL CORPORATION  
P.O. BOX 77  
MILWAUKEE, WI 53204  
PHONE: 414.224.4444  
FAX: 414.224.2794

WWW.MSIGENERAL.COM  
MSI IS AN EQUAL OPPORTUNITY FIRM

NO.	REVISIONS
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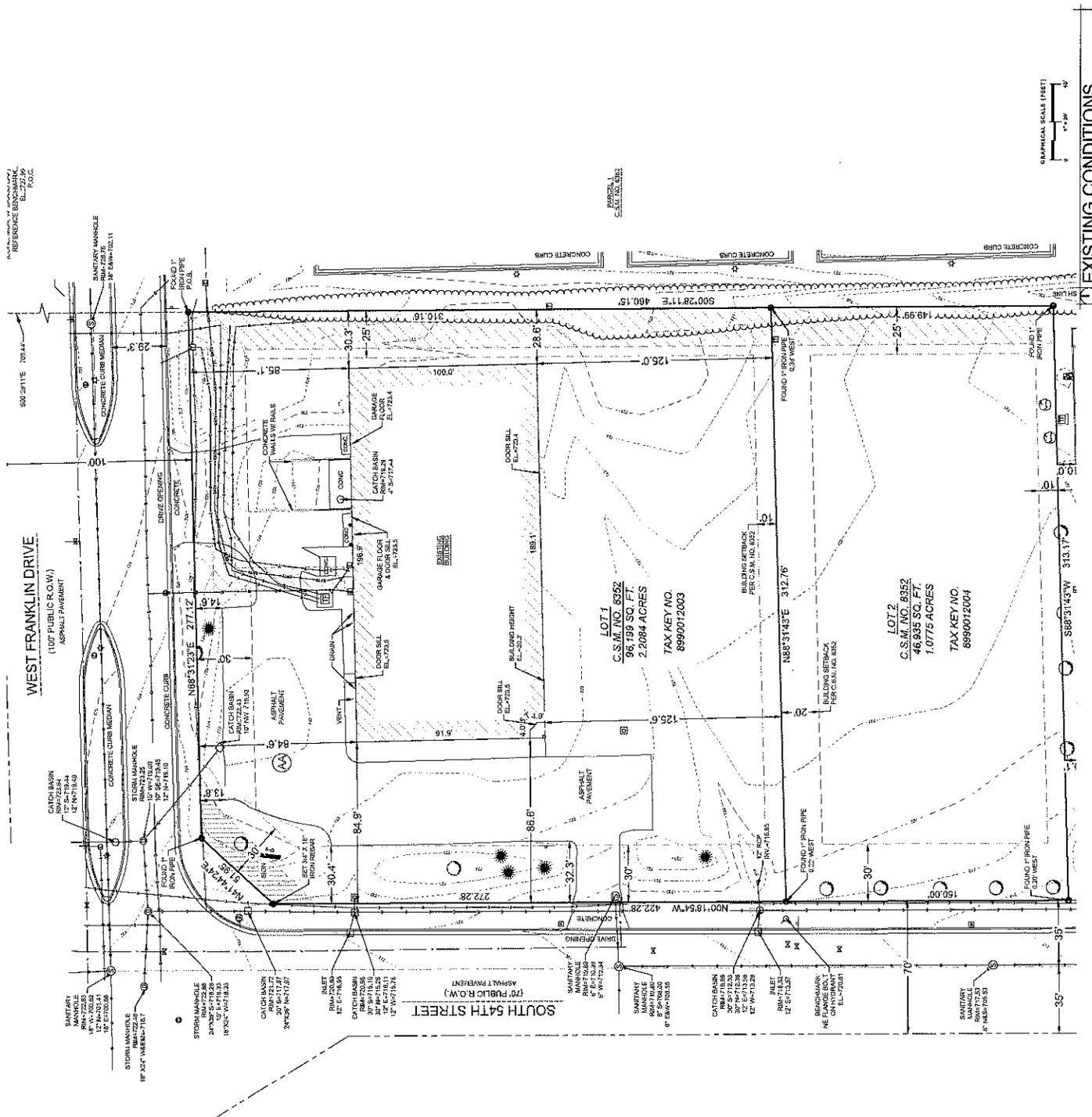


PROJECT ADDRESS:

Chrome Tech - Address  
10028 S. 5th St.  
Franklin, WI 53138

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, WITH THE EXCEPTIONS LISTED HEREON.

Date: 10/01/14  
Drawn By: B. Zimler  
Sheet Title: EXISTING CONDITIONS  
Sheet Number: C-100  
Project Number: 4406



EXISTING CONDITIONS







ASH GENERAL CORPORATION  
P.O. BOX 7  
POCONO, NY 12906  
PHONE: 518-437-3421  
FAX: 518-437-3394

WWW.ASHGENERAL.COM  
484-4177

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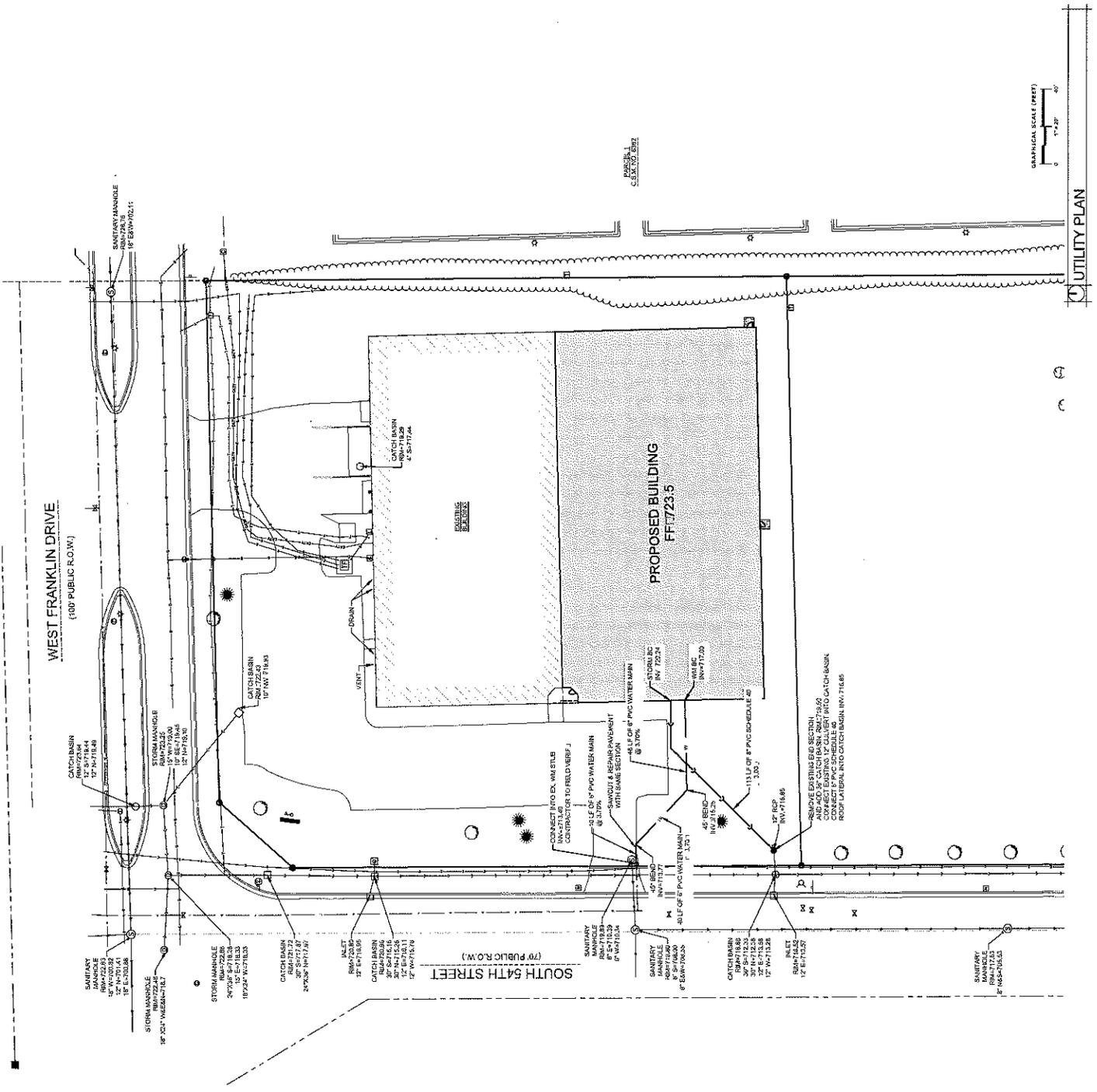


PROJECT ADDRESS:

Chrome Tech - Addition  
10005 S. 59th St.  
Franklin, WI 53122

ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF ALL APPLICABLE NATIONAL SPECIFICATIONS

Drawn By: G. ZIMMER  
 Sheet Title: UTILITY PLAN  
 Sheet Number: C-103  
 Project Number: 4406



UTILITY PLAN



MSJ GENERAL CORPORATION  
 P.O. BOX 7  
 WYOMING, WY 82002  
 PHONE 307.462.4411  
 FAX 307.467.7799

WWW.MSJGENERAL.COM  
 800.445.4411

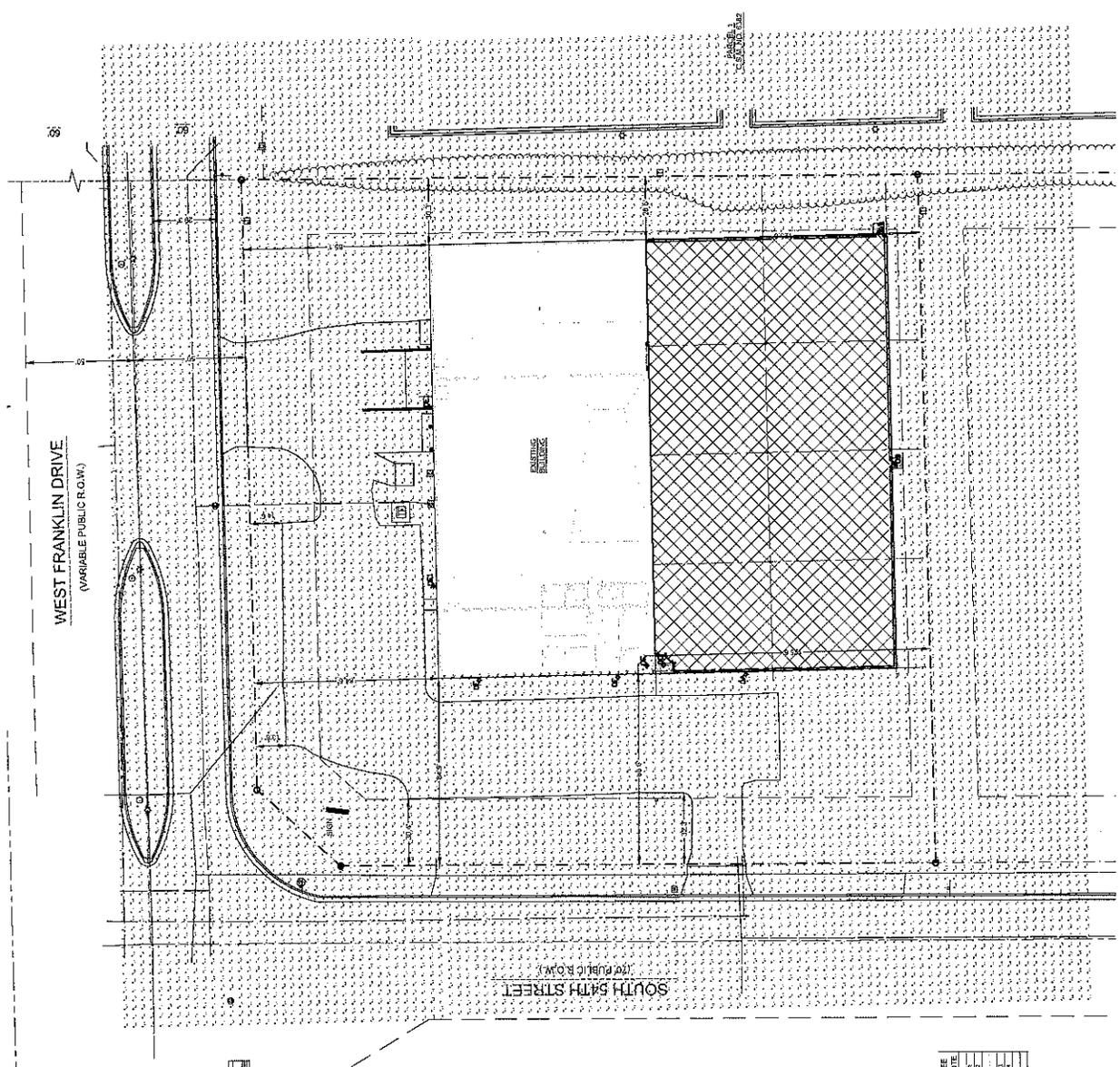
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PROJECT ADDRESS:

Chrome Tech - Addition  
 10000 S. 54th St.  
 Franklin, WI 53132

Date: 10/01/14  
 Drawn By: B. Zankar  
 Sheet Title: PHOTOMETRIC PLAN  
 Sheet Number: C-106  
 Property Number: 4406  
 P111662



LAMP DATA	DESCRIPTION	LIGHTING FIXTURE MAKE	CATALOG NO.	MOUNTING	CEILING TYPE	VOLTS	SEE NOTE
1	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
2	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
3	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
4	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
5	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
6	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
7	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
8	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
9	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
10	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
11	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
12	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
13	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
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26	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
27	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
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49	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3
50	RECESSED	OSRAM	OSRAM	RECESSED	GRID	277	3

Notes:  
 1. See Notes on Schematic.  
 2. Mount height of fixtures as shown.  
 3. All lighting fixture mounted at 12 inches from grid.

PHOTOMETRIC PLAN 1" = 30'-0"



MSI GENERAL CORPORATION  
 100 BOX  
 1000 S. 44th St.  
 FISHKILL, NY 11739  
 FAX: 516-592-7506

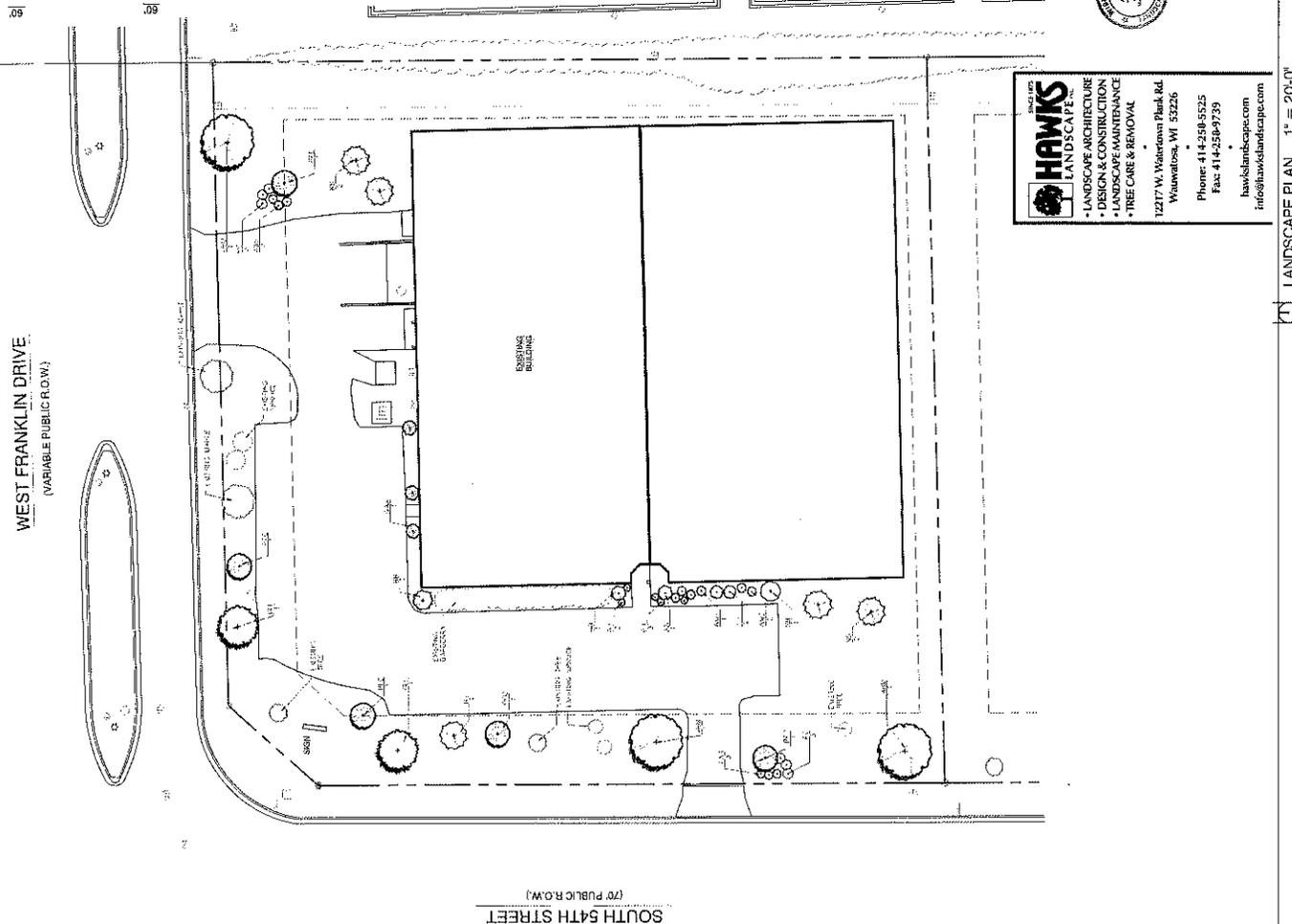
WWW.MSIGENERAL.COM  
 PH: 516-592-7506

CHROME  
 TECH

PROJECT ADDRESS:  
 Chime Tech - Hudson  
 1000 S. 44th St.  
 Fishkill, NY 12526

ALL WORK IS TO BE COMPLETED AS SHOWN AND IN ACCORDANCE WITH THE LATEST EDITION OF THE PROFESSIONAL SPECIFICATIONS.

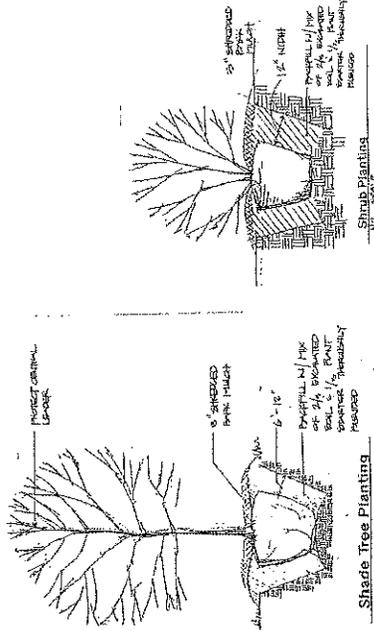
Date: 10/05/14  
 Drawn By: B. Zoller  
 Sheet Title: LANDSCAPE PLAN  
 Sheet Number: C-107  
 Project Number: 4406  
 P11622



**HAWKS**  
 LANDSCAPE ARCHITECTURE  
 • LANDSCAPE ARCHITECTURE  
 • DESIGN & CONSTRUCTION  
 • LANDSCAPE MAINTENANCE  
 • TREE CARE & REMOVAL

12277 W. Watertown Plank Rd.  
 Wauwatosa, WI 53226  
 Phone: 414-258-5525  
 Fax: 414-258-1739  
 hawkslandscape.com  
 info@hawkslandscape.com

Plant Key	Scientific Name	Common Name	Quantity	Size	Root
<b>Deciduous Trees</b>					
ABM	<i>Acer Fraxinifolia 'Jeffers'</i>	Ashburn Blaze Maple	3	3"	B-4S
GL1	<i>Tilia cordata 'Greenspire'</i>	Greenspire™ Linden	2	3"	B-4S
PC	<i>Malus spp. 'Prize Fire'</i>	Prize Fire Crabapple	5	3"	B-4S
SB	<i>Amelanchier</i>	Servestiberry	1	4"	B-4S
<b>Deciduous Shrubs</b>					
AV1	<i>Viburnum Strucosum</i>	Arrowwood Viburnum	2	18"	potter
AV2	<i>Spiraea japonica 'Anthony Waterer'</i>	Anthony Waterer Spiraea	11	18"	potter
BB	<i>Euonymus alatus</i>	Burning Bush	3	18"	potter
PC	<i>Conocarpus asiaticus</i>	Peking Callonaster	6	18"	potter
<b>Evergreens Trees</b>					
DN1	<i>Thuja occidentalis 'Nigra'</i>	Dark American Arborvitae	3	3"	B-4S
NS	<i>Picea abies</i>	Norway Spruce	5	4"	B-4S
<b>Evergreens Shrubs</b>					
BI	<i>Juniperus sibirica 'Breitmannii'</i>	Breitmannii Juniper	3	18"	potter



**GENERAL NOTES**

**DIGGING**  
 Contact local diggers hotline prior to doing any digging.

**MULCHING**  
 Trees and shrubs to receive a 3" layer of shredded hardwood mulch, with no more than 1" of mulch at the base of the tree or shrub.  
 Perennials are to receive 1" of mulch unless otherwise noted.

**SUBSTITUTIONS**  
 Substitution of plant material must be approved by owner and/or Landscape Architect.

**PLANT MATERIAL**  
 All plant material will be #1 stock in accordance with the American Nurseryman's Standards.

**PLANTING**

- All trees are to be planted in holes 18" larger in diameter than the root ball of the tree. All shrubs are to be planted in holes 12" larger in diameter than the root ball of the shrub.  
 Holes are to be backfilled with a mixture of 2/3 original soil and 1/3 plant starter.
- Trees and shrubs are to be planted with fertilizer packets.
- Evergreen trees (6" or larger) are to be staked with 2 stakes and straps.
- Trees and ornamentals may be staked. Contractor responsible for trees that move or shift in the hole.
- Perennial and annual beds are to be amended with 2-3" of plant starter, root-billed in to a depth of 6".
- All areas finished by landscape construction are to be seeded or sodded.
- Seeding will be 5 lbs. of seed per 1000sqft. Starter fertilizer should be used at the rate of 4lbs/1000sqft.

**NOTE:**  
 Plot of survey for this property is provided by others. Hawks Nursery takes no responsibility for the accuracy thereof and none should be assumed.

LANDSCAPE PLAN 1" = 20'-0"







MSI GENERAL CORPORATION  
 1000 WISCONSIN ST. S.W.  
 MINNEAPOLIS, MN 55415  
 PHONE: (612) 337-2000  
 FAX: (612) 337-2099

WWW.MSISGENERAL.COM  
 4816 CALIFORNIA BLVD. SUITE 100  
 MINNEAPOLIS, MN 55412

REVISIONS:

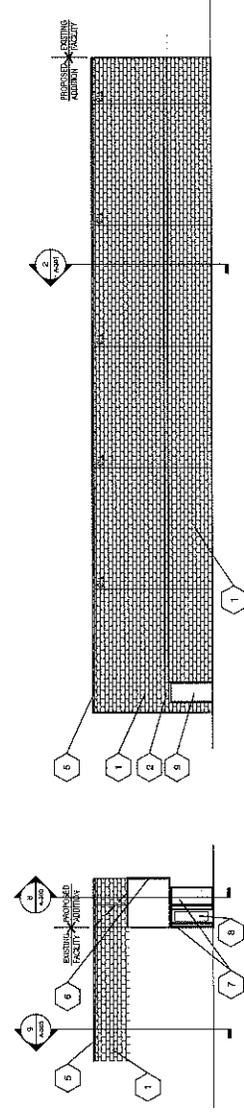
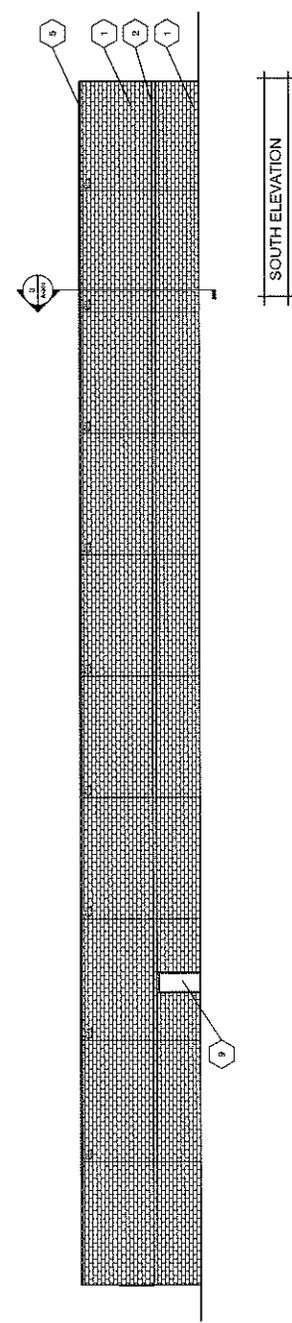
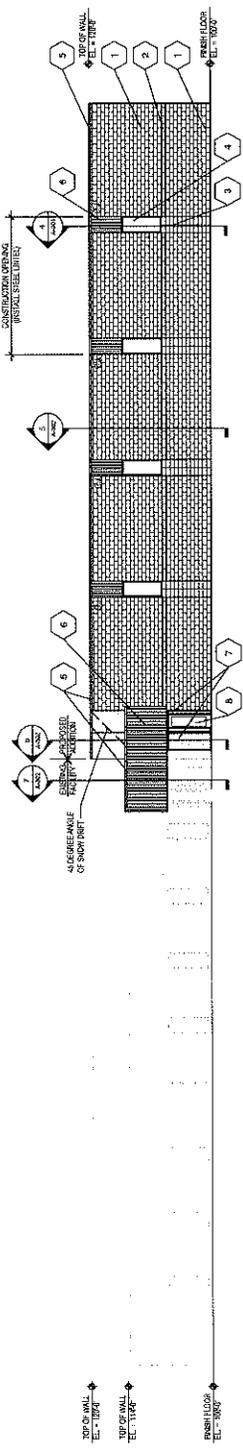
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PROJECT ADDRESS:  
 Chrome Tech - Auditorium  
 1000 S. 54th St.  
 Franklin, WI 53122

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE  
 2012 INTERNATIONAL BUILDING CODES (IBC) AND ALL  
 APPLICABLE LOCAL ORDINANCES.

Case: 15-0014  
 Sheet Title: EXTERIOR ELEVATIONS  
 Sheet Number: A-201  
 Project Number: P11002  
 4406



ELEVATIONS 1/8" = 1'-0"

EXTERIOR MATERIAL KEY NOTES

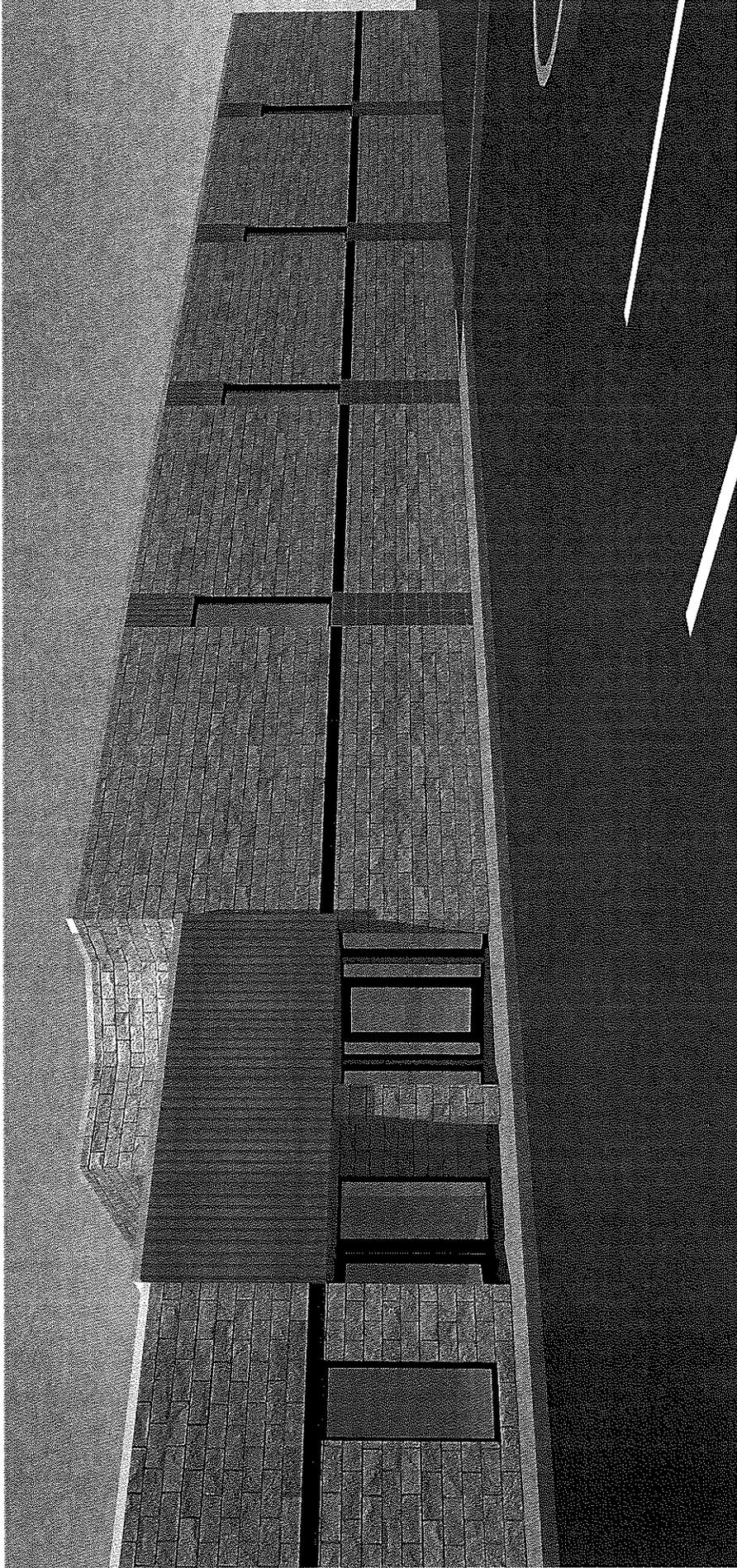
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- 2) FINISH FACE CMU BANDING (PAINTED 2)
- 3) FINISH FACE CMU STRACK BOND (PAINTED 3)
- 4) BRONZE TONE THERM. BREAK ALUM. GLASS (PAINTED 4)
- 5) BRONZE TONE THERM. BREAK ALUM. GLASS (PAINTED 5)
- 6) FINISH FACE CMU BODY (PAINTED 6)
- 7) BRONZE TONE THERM. BREAK ALUM. GLASS (PAINTED 7)
- 8) FINISH FACE CMU BODY (PAINTED 8)
- 9) FINISH FACE CMU BODY (PAINTED 9)

- 1) FINISHED DECORATIVE VERTICAL RIBBED METAL
- 2) WALL PANEL W/ TRIM (COLOR TBD)
- 3) BRONZE TONE THERM. BREAK ALUM. FRAME W/ 1"
- 4) BRONZE TONE LOW E INSUL. GLASS (PAINTED F04)
- 5) BRONZE TONE THERM. BREAK ALUM. DOOR W/ 1"
- 6) BRONZE TONE LOW E INSUL. GLASS (PAINTED F04)
- 7) HWM. DOOR & FRAME (PAINTED 1)

**CHROMATECH**  
OF WISCONSIN INC.



**NORTHWEST PERSPECTIVE**



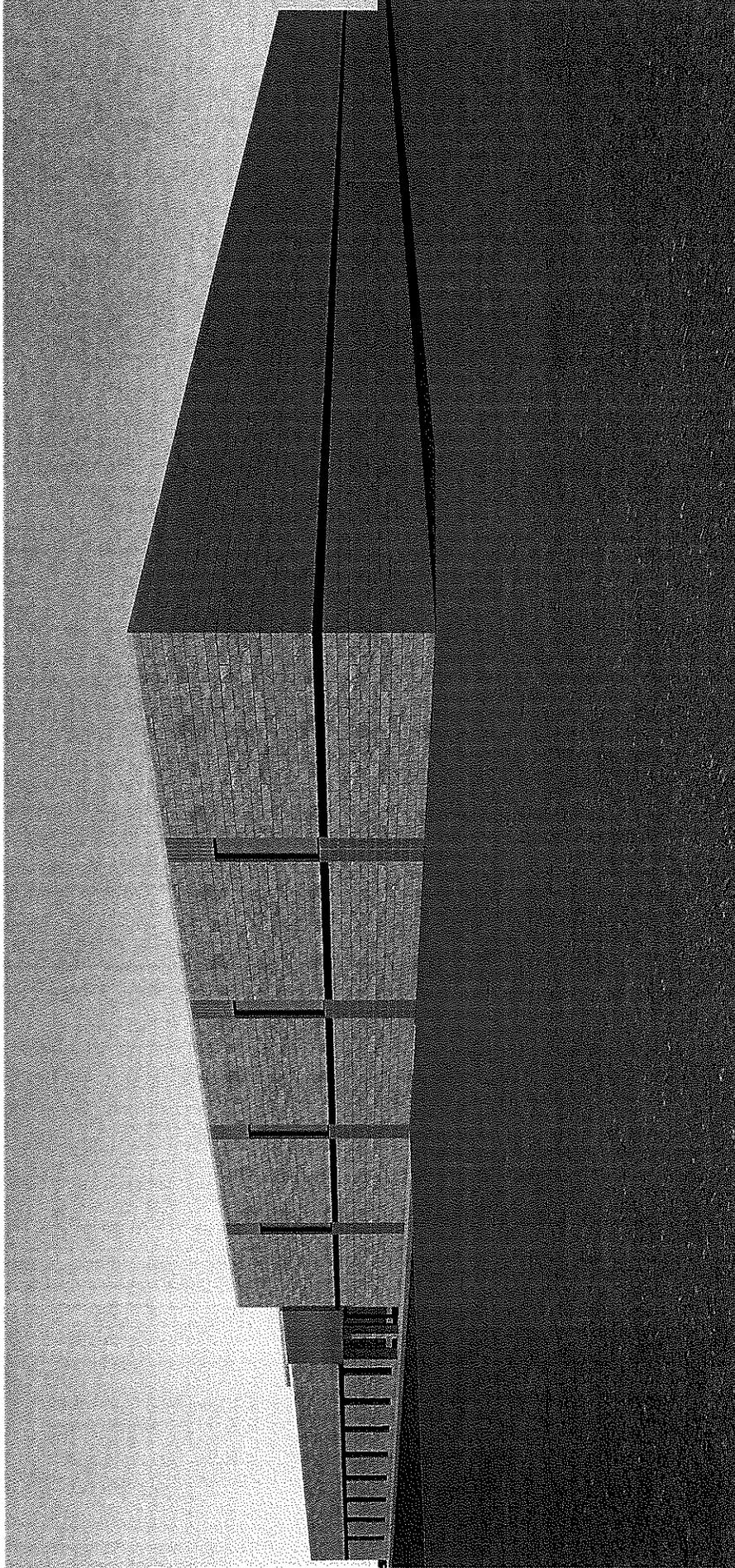
SINGLE SOURCE RESPONSIBILITY™



**CHROMATECH**  
OF WISCONSIN INC.



**SOUTHWEST PERSPECTIVE**



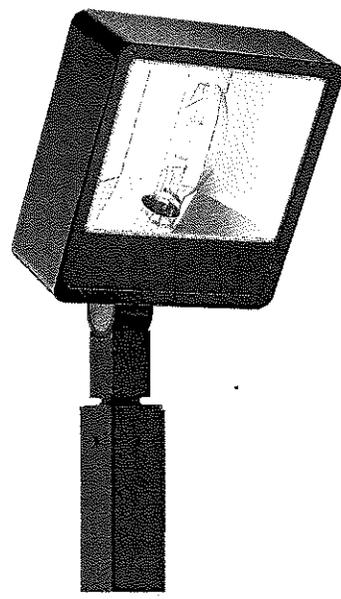
SINGLE SOURCE RESPONSIBILITY™



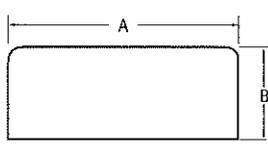
Type OA

**STANDARD FLOODLIGHT  
(E-FS SERIES)**

**Applications:** Roadway, parking areas or for building-mounted security lighting  
**Typical Mounting Height:** 15 to 30 feet **Typical Spacing:** 3 to 5 times the mounting height



Shown with 2" adjustable fitter



"A"	"B"
12" (305 mm) Square	5.0" (127 mm)
16" (406 mm) Square	6.5" (165 mm)
22" (559 mm) Square	9.3" (235 mm)

Catalog # 2" Adjustable Fitter	Catalog # Yoke Mount	Wattage	Housing Size
E-FS1P15SQM	E-FS1P15YQM	150W PSMH	12"
<b>E-FS2P25SQM</b>	E-FS2P25YQM	250W PSMH	16"
E-FS2P32SQM	E-FS2P32YQM	320W PSMH	16"
E-FS2P40SQM	E-FS2P40YQM	400W PSMH	16"
E-FS3M99SQM	E-FS3M99YQM	1000W MH	22"
E-FS2H15SQM	E-FS2H15YQM	150W HPS	12"
E-FS2H25SQM	E-FS2H25YQM	250W HPS	16"
E-FS2H40SQM	E-FS2H40YQM	400W HPS	16"

**Performance**

- 5-year finish warranty, 3-year fixture warranty, 1-year lamp warranty.

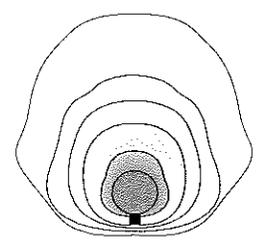
**Construction & Materials**

- 120/208/240/277V HPF ballast
- Seamless, die-cast aluminum housing
- Rigid aluminum frame with high-impact tempered glass lens

**Electrical**

**Regulatory**

- UL Listed
- Suitable for wet locations



Distribution Pattern

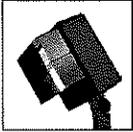


Due to continuous product improvement, information in this document is subject to change. All published photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. Fixture photometry was completed on a single representative fixture. Actual production units may vary up to ±10% of initial delivered lumens. Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ fixture testing.

1501 96<sup>th</sup> Street, Sturtevant, WI 53177 | Phone (888)243-9445 | Fax (262)504-5409 | [www.e-conolight.com](http://www.e-conolight.com)

## STANDARD FLOODLIGHT (E-FS SERIES)

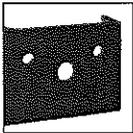
### Accessories



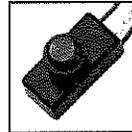
**Deep Baffle**  
CAT.# E-ACDB12 -12" Housing  
CAT.# E-ACDB16 -16" Housing



**Wire Guard**  
CAT.# E-ACWG12 -12" Housing  
CAT.# E-ACWG16 -16" Housing



**Wood Pole Mounting Bracket**  
(For use with yoke mount)  
CAT.# E-ACWPMBM



**Button PhotoCell (For 2" Fitter)**  
CAT.# E-ACPI-120V  
CAT.# E-ACP2 - 208/240/277V



**Polycarbonate Vandal Shield**  
CAT.# E-ACLS12 -12" Housing  
CAT.# E-ACLS16 -16" Housing  
CAT.# E-ACLS22 -22" Housing



**Glare Shield**  
CAT.# E-ACGS12 -12" Housing  
CAT.# E-ACGS16 -16" Housing



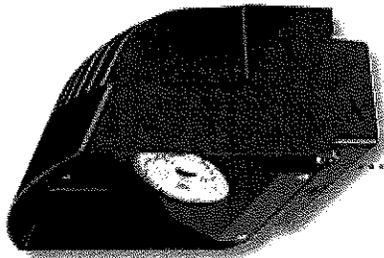
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Type OB

**PREMIUM LED WALL PACK - SMALL  
36-WATT LED  
(E-WP6L SERIES)**

**Applications:** Security, pathway and perimeter lighting; ideal for entryways and other applications where control of spill light is important.  
**Typical Mounting Height:** 8 to 15 feet **Typical Spacing:** 1 to 2 times the mounting height



9.5"D x 8.75"W x 4.5"H  
Weight: 7.0 lbs.



Catalog #	Description	Input Voltage	Initial Delivered Lumens	CCT	CRI	50K Hours Projected Lumen Maintenance Factor at 25°C <sup>1</sup>	Comparable To:
E-WP6L03CZ	36W LED Cool white	120V-277V	3350	5000K	70	50,000 Hours	100W PSMH
E-WP6L03NZ	36W LED Neutral white	120V-277V	3350	4000K	70	50,000 Hours	100W PSMH

<sup>1</sup> Calculated L<sub>70</sub> based on 6,048 hours of LM-80 testing; >36,000 hours

**Line Current Data**

Voltage	Operating Amperes
120V	0.31
277V	0.14



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**PREMIUM LED WALL PACK - SMALL  
36-WATT LED  
(E-WP6L SERIES)**

**Performance**

- Estimated 50,000 hours of maintenance-free operation to L<sub>70</sub>
- Minimum starting temperature: -40°C (-40°F)
- 5-year limited warranty

**Construction & Materials**

- Low copper, die-cast aluminum housing and lens frame
- Dark bronze polyester powder-coat finish
- Fixed cutoff glare shield to reduce light pollution
- Tempered glass lens, thermal shock and impact resistant
- Patented lens design delivers true IES Type III distribution
- Mounts over recessed junction box or with conduit
- Die-cast detachable back box for easy mounting
- Heat dissipating fins
- Conduit entries on all sides of the fixture
- Two knockouts provided on back for conduit or J-box mounting
- Cree® LEDs inside

**Electrical**

- Non-dimmable
- 75°C minimum supply wire required
- Universal voltage (120V through 277V)

**Regulatory**

- UL Listed for wet locations - downlight only

**Accessories**



**CAT.# E-ACP1** (120 volts)

**CAT.# E-ACP2** (208/240/277 volts)

Photocell is field installed.  
For use with adjustable slip fitter only.



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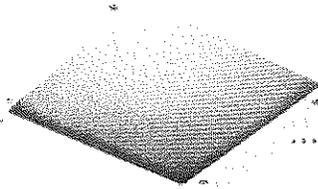
Type OC

**RUUD**  
LIGHTING

**PREMIUM RECESSED CANOPY LIGHT  
(E-RC3 SERIES)**

**Applications:** Security, entryway and perimeter lighting. Also recommended for parking garages, shopping area walkways, and exterior canopies  
**Typical Mounting Height:** 8 to 18 feet **Typical Spacing:** 1 to 1.5 times the mounting height

PRODUCTS THAT MEET BUY AMERICAN REQUIREMENTS WITHIN ARRA ARE DESIGNATED BY THIS SYMBOL.



12"D x 12"W x 5"H  
Trim Frame: 13.3" Square  
Lamp Included

Catalog #	Description	Ballast	Lamp Base	Lamp	Weight	Initial Delivered Lumens	CCT
<b>E-RC3M07W</b>	70-watt Pulse Start Metal Halide (PSMH)	120V HX ballast HPF	E26	Clear, medium base	18.6 lbs.	5600	65 CRI
<b>E-RC3M101W</b>	100-watt Pulse Start Metal Halide (PSMH)	120V HX ballast HPF	E26	Clear, medium base	19.5 lbs.	9000	65 CRI
<b>E-RC3P151W</b>	150-watt Pulse Start Metal Halide (PSMH)	120V HX ballast HPF	E26	Clear, medium base	20.9 lbs.	14000	68 CRI
<b>E-RC3F42UW<sup>1</sup></b>	26/32/42-watt Compact Fluorescent	Universal Electronic	GX24q-3 GX24q-4	-	13.3 lbs.	-	-

<sup>1</sup>Lamp ordered separately. Socket accepts lamps with GX24q-3 and GX24q-4 base. Ballast accepts 26/32/42W lamp.

**Construction & Materials**

- Durable and seamless die-cast aluminum housing
- Rough-in 12.3" square hole required for fixture installation
- Includes four adjustable steel "L" brackets for mounting to various ceiling thicknesses
- Large wiring compartment with access from above or below the ceiling line, for ease of field wiring
- Specular aluminum reflector
- Lens assembly consists of rigid aluminum frame with white ultra-durable powder topcoat and high-impact, #P73 crystal tempered glass
- HID fixtures are provided with an insulation detector, which will deactivate fixture if inadvertently covered with insulation

**Performance**

- 5-year finish warranty
- 3-year fixture warranty
- 1-year lamp warranty

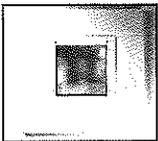
**Electrical**

- Four (2 in - 2 out) #12AWG (90°C) through-branch circuit conductors

**Regulatory**

- UL Listed
- Suitable for wet locations
- Assembled in the USA

**Accessories**



CAT.# E-RC3/LP12W

Field-installed Lay-in Panel supports the fixture while replacing a standard 24" square recessed ceiling tile. Steel panel finished with a white durable powder coat paint.



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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">06/07/16</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 6803, 6805 AND 6807 SOUTH 27TH STREET (WS FRANKLIN LLC, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.7.</i></p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Certified Survey Map for property located at 6803, 6805 and 6807 South 27th Street (WS Franklin LLC, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2016-\_\_\_\_\_, authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Certified Survey Map for property located at 6803, 6805 and 6807 South 27th Street (WS Franklin LLC, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 6803, 6805 AND 6807 South 27TH STREET (WS FRANKLIN LLC, APPLICANT)

WHEREAS, the Plan Commission having approved a 2 Lot Certified Survey Map upon the application of WS Franklin LLC, on March 17, 2016, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the woodlands, streams, shore buffer, wetland buffers and wetlands on the site; and

WHEREAS, §15-7.0702Q, and §15-9.0309D. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by WS Franklin LLC, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS  
TO ACCEPT A CONSERVATION EASEMENT

WS FRANKLIN LLC

RESOLUTION NO. 2016-\_\_\_\_\_

Page 2

APPROVED:

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

ATTEST:

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

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

Document Number	<b>CONSERVATION EASEMENT AGREEMENT</b> Document Title
-----------------	--

Recording Area  
Name and Return Address  
Joseph E. Tierney IV, Esq.  
Davis & Kuelthau, sc  
111 E. Kilbourn Avenue, Suite 1400  
Milwaukee, WI 53202

See Exhibit A  
Parcel Identification Numbers

## CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT (“Agreement”) is dated as of \_\_\_\_\_, 2016, and is by and between WS Franklin LLC, an Illinois limited liability company (the “Grantor”), and the City of Franklin, a municipal corporation of the State of Wisconsin (the “Grantee”).

### RECITALS

A. Grantor owns the real property located at 6803 S. 27<sup>th</sup> Street in Franklin, Wisconsin, as legally described and depicted on the attached **Exhibit A** (the “Grantor Property”).

B. the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetland setbacks, wetlands and shoreland wetlands (refer to Natural Resource Investigation by R.A. Smith National, Inc., October 26th, 2015) to be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems.

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

D. Grantor and Grantee, by the grant to the Grantee of the conservation easement described herein on, over, and across the Grantor Property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Agreement.

E. Heartland Bank and Trust Company, mortgagee of the Grantor Property (“Mortgagee”), consents to the grant of this Easement by Grantor to Grantee and Mortgagee’s consent is attached hereto and identified as “Mortgage Holder Consent”.

### AGREEMENTS

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor hereby declares, conveys and grants an easement (the “Easement”) to the Grantee, and the Grantee hereby accepts such Easement from the Grantor all as provided herein, as follows:

1. Incorporation of Recitals. The foregoing recitals are true, correct, and incorporated herein and made a part of this Agreement.

2. Description of Easement Area. The Easement Area consists of the Grantor Property described on **Exhibit A** attached hereto.

3. Purpose of Easement; Grant of Easement. The Easement (as hereinafter defined) is being granted for the purpose of preserving and protecting the natural elements and ecological

and aesthetic values of the Easement Area. Grantor grants to Grantee, and Grantee accepts from Grantor, the following conservation easement (the "Easement"): Grantee shall have the right to do all of the following on the on, upon, within, or with respect to the Easement Area:

(a) to view the Easement Area in its natural, scenic, and open condition;

(b) to enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

(c) to enter the Easement Area at all reasonable times for the purpose of inspecting the Easement Area to determine if the Grantor is complying with the covenants and conditions of this Agreement.

4. Covenants of Grantor. In furtherance of the rights afforded to Grantee pursuant to the Easement described in Section 3 hereof, Grantor makes the following covenants which shall run with and bind the Easement Area in perpetuity, namely, that, on, over, or across the Easement Area, Grantor, without the prior consent of the Grantee, shall not do all of the following:

(a) construct or place buildings or any structure;

(b) construct or make any improvements, unless, notwithstanding Section 4(a) above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;

(c) excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;

(d) conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;

(e) plant any vegetation not native to the Easement Area or not typical wetland vegetation; and

(f) operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

5. Rights and Obligations of Grantor. Except as expressly limited herein, Grantor reserves all rights as owner of the Easement Area, including, but not limited to, the right to use the Easement Area for all purposes not inconsistent with the Easement and the covenants and obligations described in this Agreement. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the Easement Area pursuant to law.

6. Release by Grantee. Grantee hereby releases and forever discharges Grantor from any and all claims, actions and causes of action whatsoever in any way arising out of or related to any damages to or casualty with respect to the Easement Area at any time arising from or relating to the grant of the Easement and caused by any reason other than the negligence and/or willful misconduct of Grantor. The release described in this section is intended to be perpetual, to run with the land and bind Grantee and its successors, assigns and transferees to the Grantee. The release and this Section do not apply to the subject matter of or any enforcement proceeding as set forth in Section 3(b) above.

7. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. This Agreement is intended to be a burden on the Grantor Property, and a benefit to the Grantee. This Agreement is intended to bind all future owners, occupants and mortgagees of the Easement Area.

8. Recording. This Agreement shall be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin ("Register of Deeds").

9. Term. The term of this Agreement shall commence on the date that it is filed of record in the Register of Deeds and shall continue in perpetuity unless terminated by a duly executed and authenticated instrument between Grantor and Grantee memorializing such termination, in recordable form.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

11. Entire Agreement; Amendments. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds. This Agreement may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns.

12. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at the

addresses identified in this section. Either party may change its address for notice by providing written notice to the other party.

To Grantor:

WS Franklin LLC  
Attn: Mr. Victor Michele  
935 West Chestnut, Suite 600  
Chicago, Illinois 60642

To Grantee:

City of Franklin  
Office of the City Clerk  
9229 W. Loomis Road  
Franklin, Wisconsin 53132

With a copy to:

Davis & Kuelthau, s.c.  
Attn: Joseph E. Tierney IV, Esq.  
111 E. Kilbourn Avenue, Suite 1400  
Milwaukee, WI 53212

13. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

14. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

16. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public.

17. Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. The signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

18. Effectiveness of this Agreement. This Agreement is expressly conditioned on Grantor recording that certain Declaration of 6803 Condominiums (the "Declaration") in the

office of the Register of Deeds on or before January 1, 2017. In the event Grantor does not record the Declaration in the office of the Register of Deeds on or before January 1, 2017, this Agreement shall be null, void, and of no further force or effect, and the parties shall have no further obligations to each other hereunder. For purposes of clarity, the parties' obligations hereunder shall become effective on the date that Grantee records the Declaration in the office of the Register of Deeds.

[Signatures appear on next page.]

Drafted by:  
Joseph E. Tierney IV, Esq.  
Davis & Kuelthau, sc  
111 E. Kilbourn Avenue, Suite 1400  
Milwaukee, WI 53202







## EXHIBIT A EASEMENT DESCRIPTION MAP

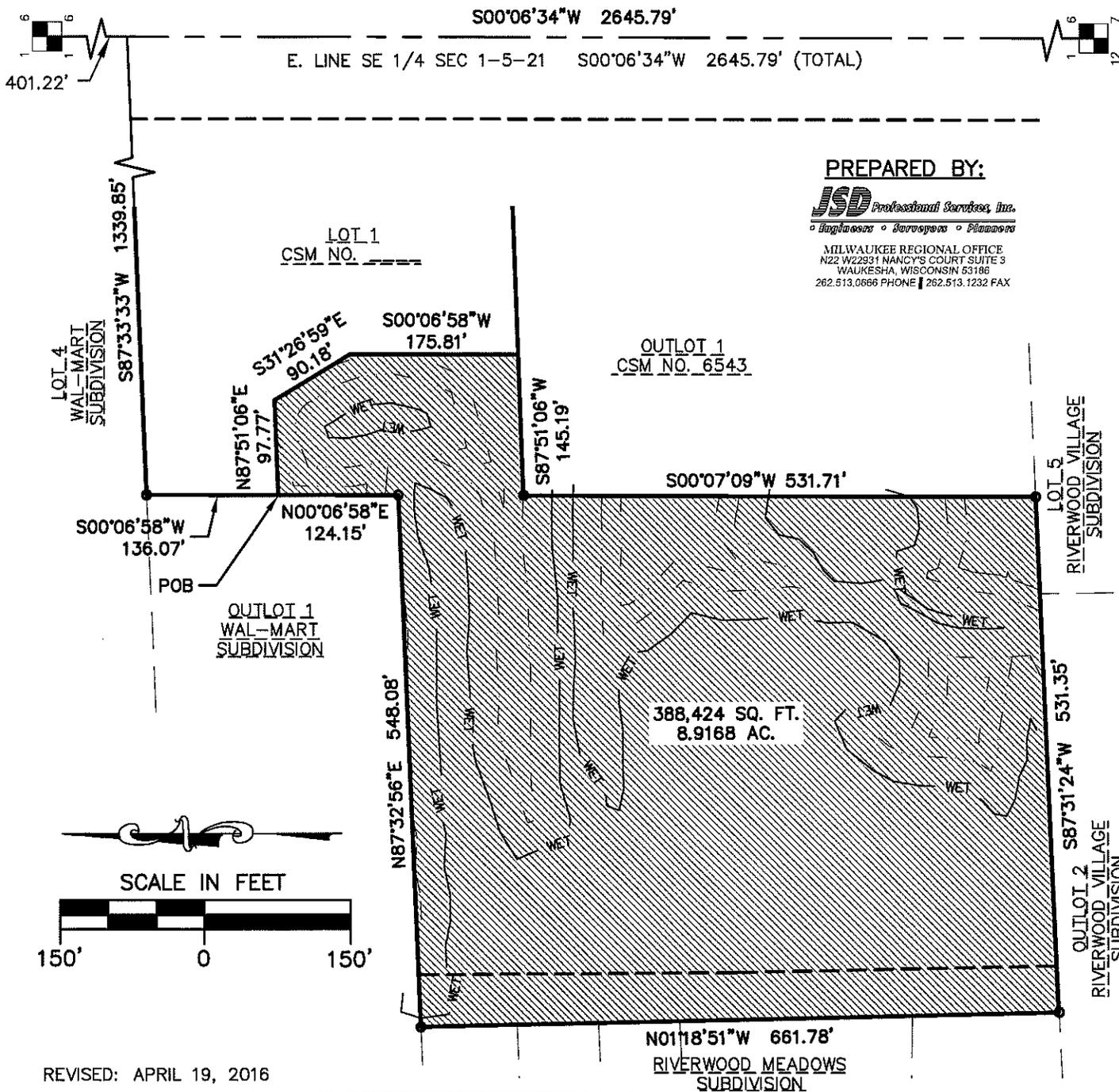
GRANTEE: CITY OF FRANKLIN  
OFFICE OF THE CITY CLERK  
9229 W. LOOMIS ROAD  
FRANKLIN, WI 53132

GRANTOR: WS FRANKLIN, LLC.  
935 W. CHESTNUT, SUITE 600  
CHICAGO, IL 60642

NE CORNER OF THE SE 1/4 OF SEC.  
1-5-21 MONUMENT REMOVED DUE TO  
CONSTRUCTION ON SOUTH 27TH STREET  
N: 343,381.08  
E: 2,549,157.81

SE CORNER OF THE SE 1/4  
OF SEC. 1-5-21 BRASS CAP  
IN CONCRETE MONUMENT  
N: 340,735.29  
E: 2,549,152.76

### S. 27TH ST. - S.T.H. '241'



PREPARED BY:

**JSD** Professional Services, Inc.  
• Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE  
N22 W22931 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0666 PHONE | 262.513.1232 FAX

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

**JSD** Professional Services, Inc.  
• Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
N22 W22931 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0666 PHONE | 262.513.1232 FAX  
[www.jsdinc.com](http://www.jsdinc.com)

PROJECT:  
**HOBBY LOBBY CSM**

SHEET TITLE:  
**CONSERVATION  
EASEMENT  
EXHIBIT**

JSD PROJECT NUMBER:  
15C6984  
DRAWN BY: APM  
CHECKED BY: MJP  
DATE:  
01-15-16

SHEET NUMBER:  
**EX-01**

**EXHIBIT A**  
**EASEMENT DESCRIPTION MAP**

GRANTEE: CITY OF FRANKLIN  
OFFICE OF THE CITY CLERK  
9229 W. LOOMIS ROAD  
FRANKLIN, WI 53132

GRANTOR: WS FRANKLIN, LLC.  
935 W. CHESTNUT, SUITE 600  
CHICAGO, IL 60642

**LEGAL DESCRIPTION**

Part of Lot 1 of Certified Survey Map No. \_\_\_\_\_, recorded in Milwaukee County Register of Deeds Office on \_\_\_\_\_, 2016 as Document No. \_\_\_\_\_, being a redivision of Lot 1 of Certified Survey Map No. 6543, recorded on August 7, 1998, Reel 43667, Images 1756 to 1758 inclusive, as Document No. 7578744, as corrected by Affidavit of Correction recorded as Document No. 7724864, 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 section, 401.22 feet to the easterly extension of the south line of Lot 4 of Wal-Mart Subdivision; thence South 87°33'33" West, along said easterly extension and then along said south line, 1339.85 feet to the northeast corner of Outlot 1 of said Wal-Mart Subdivision; thence South 00°06'58" West along the east line of said Outlot 1, 136.07 feet to the point of beginning;

Thence North 87°51'06" East, 97.77 feet; thence South 31°26'59" East, 90.18 feet; thence South 00°06'58" West, 175.81 feet to the north line of Outlot 1 of Certified Survey Map No. 6543; thence South 87°51'06" West along the north line of said Outlot 1, 145.19 feet to the northwest corner of said Outlot 1; thence South 00°07'09" West along the west line of said Outlot 1, 531.71 feet to the north line of Riverwood Village Subdivision; thence South 87°31'24" West along the north line of said Subdivision, 531.35 feet to the east line of Riverwood Meadows Subdivision; thence North 01°18'51" West along the east line of said Subdivision, 661.78 feet to the south line of Outlot 1 of said Wal-Mart Subdivision; thence North 87°32'56" East along the south line of said Outlot 1, 548.08 feet to the southwest corner of said Outlot 1; thence North 00°06'58" East along the east line of said Outlot 1, 124.15 feet to the point of beginning.

Containing in all 392,023 square feet (8.9996 acres) of land, more or less.

REVISED: APRIL 19, 2016



MILWAUKEE REGIONAL OFFICE  
N22 W22931 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0668 PHONE | 262.513.1232 FAX

www.jsdinc.com

PROJECT:  
**HOBBY LOBBY CSM**

SHEET TITLE:  
**CONSERVATION  
EASEMENT  
EXHIBIT**

JSD PROJECT NUMBER:  
15C6984  
DRAWN BY: APM CHECKED BY: MJP  
DATE:  
01-15-15

SHEET NUMBER:  
**EX-02**

R:\2015\15C6984\_Hobby Lobby CSM (Franklin, WI)\dwg\EXHIBIT -- Conservation Easement.dwg User: mpling

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">06/07/16</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</p>	<p style="text-align: center;">REQUEST FOR PERMISSION TO PREPARE A PROFESSIONAL ENVIRONMENTAL SERVICES AGREEMENT FOR, AND AUTHORIZATION TO NEGOTIATE TERMS AND RATES FOR CONSULTANT REVIEW OF, NATURAL RESOURCE PROTECTION PLANS (CITY OF FRANKLIN, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 8.</i></p>

**NATURAL RESOURCE PROTECTION PLANS (NRPPs) REQUIRED**

According to the City of Franklin Unified Development Ordinance (UDO),

“If natural resource features defined and described in Divisions 15-4.0100 and 15-11.0100 of this Ordinance are present on the property for which a Site Plan review, Certified Survey Map (except as otherwise provided for by the exclusions as identified in Section 15-3.0501C.), Subdivision Plat, or Condominium is requested, thirty (30) full size copies of a **Natural Resource Protection Plan...shall be prepared in accordance with this Ordinance and submitted.**” [emphasis added]

**PROFESSIONAL ENVIRONMENTAL SERVICES CONTRACTS EXECUTED**

Pursuant to Resolution No. 2004-5768 (A Resolution Authorizing Certain Officials to Execute Contracts for Professional Environmental Services for the Review of Natural Resource Plans), the Department of City Development assigned Natural Resource Protection Plans (NRPPs) to one of three consultants (R.A. Smith and Associates, Graef, Anhalt, Schloemer & Associates, or Cedarburg Science) for review. Pursuant to the associated contracts and Request for Proposals, each consultant: verified the accuracy of the natural resource delineations; confirmed the mapped extent of proposed impact upon the protected natural resource features; and identified any concerns or issues in regard to the NRPP’s conformance with the City’s natural resource protection standards.

Please see the attached Resolution No. 2004-5768, a sample contract from 2004 for such services, and the initial Request for Proposals, for background information on this matter.

**CURRENT STATUS**

The Professional Environmental Services contracts were renewed through 2007 with Graef, Anhalt, Schloemer & Associates, and through 2010 with R.A. Smith and Cedarburg Science. The contracts have not been renewed since, and due to staffing changes at those consulting firms, currently the City only utilizes R.A. Smith and GRAEF. In addition, the rates charged by these firms for professional environmental services have gradually increased since 2004.

Natural Resource Protection Plans are still reviewed by the City’s contracted consultants as assigned by the Department of City Development. Assigning the consultants to ascertain if all of the protected natural resources on a site have been identified, assessed and properly mapped is generally still the most expedient option. However, in some instances, NRPPs are reviewed by Department of City Development staff as project complexity and department workload allows. Staff informs all applicants of the possibility for third-party consultant review during application submittal, and furthermore notifies applicants that the costs of such consultant reviews will be charged to them.

#### ANALYSIS

From preliminary conversations with staff at GRAEF, R.A. Smith, and TRC (which includes much of the same staff that had once reviewed NRPPs for Cedarburg Science), the Department of City Development has verified that all three consulting firms are interested in having a contract with the City of Franklin for the review of Natural Resource Protection Plans.

As these three firms have the most experience working with the City's natural resource protection standards, staff envisions, similar to the original contracts in 2004:

- Third-party consultant review of NRPPs be limited to the three firms of GRAEF, R.A. Smith, and TRC.
- The three firms be used on a rotating basis.
- A firm not be used if they currently have a contract with, or have or plan to have involvement in the subject applicant's proposed development plan which necessitates an NRPP.
- The same rates be charged by all three firms.

It is also envisioned that the Department of City Development will continue to review NRPPs (utilizing staff from the Engineering Department and the Southeastern Wisconsin Regional Planning Commission as appropriate) as project complexity and department workload allows.

#### RECOMMENDATION

As the terms and conditions of these contracts have not been reviewed by the Common Council since 2004, as the rates for such review have changed since 2004, and as the technical capabilities of City staff has grown in these matters, the Department of City Development is hereby requesting permission to prepare a Professional Environmental Services Agreement for, and is seeking authorization to negotiate terms and rates for consultant review of, Natural Resource Protection Plans.

#### **COUNCIL ACTION REQUESTED**

A motion to direct Department of City Development staff to prepare a Professional Environmental Services Agreement for, and to negotiate terms and rates for consultant review of, Natural Resource Protection Plans, for Common Council review and approval.

-or-

Such action as may be determined by the Common Council.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2004- 5768

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE CONTRACTS  
FOR PROFESSIONAL ENVIRONMENTAL SERVICES  
FOR THE REVIEW OF NATURAL RESOURCE PLANS

WHEREAS, the City of Franklin being in need of professional environmental services and the City staff and appointed sub-committee having requested proposals for such services and having made recommendations to the Common Council of such service providers and the Common Council having selected such professional environmental services to provide such services upon terms if found to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the contracts for professional environmental services by and between the City of Franklin and Graef, Anhalt, Schloemer and Associates, Inc., R.A. Smith & Associates; and Cedarburg Science by and the same are hereby approved.

BE IT FURTHER RESOLVED, THAT THE Mayor and City Clerk or designee be and the same are hereby authorized to execute and deliver such contracts as approved by the City Attorney.

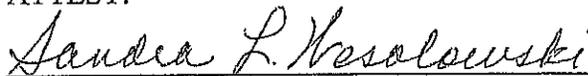
INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 21st day of September, 2004.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 21st day of September, 2004.

APPROVED:

  
Frederick F. Klimetz, Mayor

ATTEST:

  
Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

**CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES  
BY AND BETWEEN  
THE CITY OF FRANKLIN  
AND**

Graef, Anhalt, Schloemer & Associates, Inc.

Contract for Professional Environmental Services between the CITY OF FRANKLIN and Paul R. Eiring, Vice President, of Graef, Anhalt, Schloemer & Associates, Inc.

THIS CONTRACT, made and entered into by and between the CITY OF FRANKLIN, a municipal corporation, hereinafter called the CITY and Graef, Anhalt, Schloemer & Associates, Inc., a Wisconsin Corporation, hereinafter called the PROFESSIONAL ENVIRONMENTAL SERVICE (PES).

WITNESSETH:

WHEREAS, the CITY is contemplating the employment of the PES for the performance of the review of natural resources on assigned developments.

NOW, THEREFORE, for and in consideration of certain amounts hereinafter specified to be paid by the CITY to the PES, the PES agrees to do, at their own expense and cost, all of the review of natural resources as contained in the attached Request for Proposal (RFP) as hereinafter assigned and the parties agree as follows:

13. The term of this Contract shall be for a period of one (1) year and three (3) months, commencing October 1, 2004 and expiring on December 31, 2005.

14. PES shall provide review of natural resources for the CITY as directed, assigned and required by the City Planning Department. These have generally been defined in the attached RFP.

15. PES shall be compensated for all services provided to the CITY under this Contract at the following rates per hour:

<u>Position:</u>	<u>Rate of Charge:</u>
Principal	\$120.00
Senior Project Manager	\$105.00
Project Engineer	\$ 95.00
Project Scientist	\$ 95.00
Staff Engineer	\$ 85.00
Staff Scientist	\$ 85.00
Engineer Technician	\$ 70.00
Scientist Technician	\$ 70.00
Landscape Architect	\$100.00
Landscape Technician	\$ 70.00
Arborist	\$ 75.00
Survey Team (2 person crew)	\$130.00
GIS/CAD Technician	\$ 80.00
Clerical	\$ 50.00

Automobile travel shall be billed at the current federal rate, trucks and vans at 50 cents per mile.

PES shall invoice CITY for such services monthly, each invoice naming the development and itemizing the services performed during the prior calendar month, in such format as directed by the City Planning Department. The CITY shall pay such approved invoice within thirty (30) days of its receipt of same.

16. PES shall maintain: i) statutory Worker's Compensation insurance coverage; and ii) comprehensive general liability insurance coverage and automobile liability insurance coverage in the sum of not less than \$1,000,000.00, each occurrence and aggregate. The CITY shall be named as an additional insured under such liability coverage. PES shall deliver to CITY upon execution of this Contract a certificate of insurance so designating the CITY and such certificate shall provide that the CITY shall have the right of a 30-day written notice prior to any cancellation, non-renewal or material change to such coverage. PES shall maintain professional liability insurance coverage of not less than \$1,000,000.00 annual aggregate and shall deliver to CITY upon the execution of this Contract a certificate of such insurance containing the notice of provisions set forth above. PES shall maintain all of the aforementioned insurance coverage at all times during the term of this Contract.

17. Either party may terminate this Contract upon thirty (30) days prior written notice to the other. The CITY may terminate this Contract forthwith upon written notice to PES, for cause. Cause shall be determined in the sole discretion of the City Planning Department and PES expressly waive any hearing or appeal of such determination.

18. PES shall perform all services under this Contract in a prompt, efficient and courteous manner and pursuant to the standards as set forth in the City of Franklin Unified Development Ordinance. PES shall provide all services under this Contract pursuant to applicable governmental laws, statutes, decisions, codes, rules, orders, regulation and ordinances. PES shall not assign any of its rights or obligations under this contract without the written consent of the CITY.

19. This Contract is intended for the benefit of the CITY and PES and not for the benefit of any third party.

20. The City shall provide engineering and/or architectural plans and any other existing data pertinent to the proposed review of natural resources. Verification of information provided by others is not a part of the scope of Services; therefore any problems arising out of the use of such information shall not be the responsibility of Graef, Anhalt, Schloemer & Associates, Inc. The prevailing party shall be entitled to its reasonable attorneys' fees incurred in any litigation.

21. All terms and provisions of this Contract shall be subject to and construed under the laws of the State of Wisconsin. The venue for any disputes arising under this Contract shall be the Circuit Court for Milwaukee County, Wisconsin.

22. **Indemnification.** To the fullest extent permitted by law, Engineer shall defend, indemnify and hold harmless Client, Client's officers, employees, agents, boards, commissions and agencies 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 and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Engineer, its officers, directors, employees, agents and consultants with respect to this Agreement.

23. **Conflict of Interest.** Engineer warrants that neither it nor any of its affiliates, officers, employees or agents have any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates, officers, employees or agents will acquire directly or indirectly any such interest. Engineer warrants that it will immediately notify the City if any actual or potential conflict of interest arises or becomes known to the Engineer. Upon receipt of such notification, a City review and written approval is required for the Engineer to continue to perform work under this Agreement.

24. **Records.** Engineer shall maintain all of its records pertaining to this Agreement for not less than three years following the completion of this Agreement and shall provide for the inspection and copying of such records by the City upon request.

IN WITNESS WHEREOF, the CITY OF FRANKLIN and  
Graef, Anhalt, Schloemer & Associates, Inc., have caused this Contract to be signed on the  
dates set forth below, effective the 1<sup>st</sup> day of October, 2004.

CITY OF FRANKLIN

By: Frederick F. Klimetz  
Frederick F. Klimetz, Mayor

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

GRAEF, ANHALT, SCHLOEMER & ASSOCIATES, INC.

By: Paul R. Eiring  
Paul R. Eiring, Vice President

E. C. Fila  
Witness

By: Principal 10/11/04  
Title Date

Dale H. Gortchok  
Witness

By: Associate 10/11/04  
Title Date

**REQUEST FOR PROPOSALS**  
**NATURAL RESOURCE PRESERVATION CONSULTANT**  
**CITY OF FRANKLIN**

May 21, 2004

**Introduction**

The City of Franklin is experiencing considerable development. To assure that development does not negatively impact natural resources found on the development sites, the City is requesting consultants with comprehensive back ground in natural resources submit proposals.

**Scope of Services**

**Natural Resource Protection Plan Review**

Review Natural Resource Protection Plans submitted with development proposals for the preservation of woodlands, wetlands, waterways, steep slopes and other protected natural resource features in compliance with Section 15-4.0100 and other related Sections of the City of Franklin Unified Development Ordinance.

Visit the site proposed for development to confirm the natural resources as indicated on the Natural Resource Protection Plan and to ascertain if all of the protected natural resources on the site have been identified, assessed and properly mapped.

During the site visit, the consultant will analyze the site including 100 feet into adjacent properties. Consultant will provide written documentation of the site review(s), evaluations and meetings.

**Review of Natural Resource Protection Ordinances**

At the request of planning and engineering staff, the consultant will provide suggestions for changes and/or additions to the natural resource protection standards in the City of Franklin Unified Development Ordinance.

**GIS Integration**

The review and site visit(s) will include a written report of the consultant's findings and CADD files that can be incorporated into the City of Franklin GIS. The CADD files are to include a Data Model containing information identifying such things as the presence of certain species, location of habitat or any other pertinent data taken from the Natural Resource Protection Plan.

**Natural Resource Inspection Services**

The consultant, at the request of the City Planning Manager or City Engineer, will provide qualified personnel to assist the Engineering Department in performing inspections during construction to ensure that the intent of the Natural Resource Protection Plan is preserved.

**Personnel Required**

The City of Franklin's natural resource protection standards requires experienced personnel to adequately provide the above scope of services. The Successful Candidate will provide a team consisting of professionals with the following qualifications:

- 1) Environmental Scientist(s) with a Bachelor of Science in Environmental Studies with an emphasis in biology, geography, or related field and a minimum of 5 years experience.

- 2) Civil Engineer(s) with experience in environmental design and stormwater management and a minimum of 5 years professional experience,
- 3) A Registered Landscape Architect experienced in reviewing site development plans that assure preservation of natural resources having a minimum of 5 years of professional experience,
- 4) Currently Certified Arborist with a minimum of 5 years experience,
- 5) At least one member of the team must have completed an approved U.S. Army Corps of Engineers Wetland Delineation training course, the WDNR Basic Wetland Delineation and Advanced Wetland Delineation courses and has a minimum of 5 years experience.

### **Proposal Format**

The City will use a qualification based selection process to select a consultant for this project. You are requested to submit a written proposal addressing the following items (weight of each item is in parenthesis):

1. Your understanding of how to accomplish a natural resource review as it relates to a development (i.e. subdivision). (25%)
2. Firm experience regarding natural resource of review of similar scope and size, include a contact list of references. (25%)
3. The qualifications and past experience of the individuals who would be working in the City of Franklin. Identify and list the qualifications and past experience and responsibilities of each individual. Also identify the project manager (principal contact) who will be responsible for the submittal of review report(s). (25%)
4. Submit examples of typical natural resource report. (15%)
5. Firm experience in natural resource review with regulatory agencies such as the Department of Natural Resources, and Corp. Engineers. (10%)

### **Fees in Contract**

Consultant shall perform the review services on a time and materials basis. A contract establishing fees and terms and conditions for development review shall be established for the remainder of 2004 and re-evaluated for 2005 services.

### **Insurance Requirements**

The qualified firm shall have valid and up to date professional liability insurance policy, including errors and omissions.

The consultant shall also maintain, and provide to the City a Certificate of Insurance shall be furnished for, Workers Compensation, Comprehensive General Liability including contractual liability, and Automobile Liability insurance for any claims, which may arise from operations.

The City of Franklin is to be named as an additional, independent insured on any and all appropriate policies.

### **Proposal Due Date**

Interested firms shall submit five (5) copies of the required information to:

Page 3  
Request for Proposal

City of Franklin  
City Clerk  
Attn: Sandi Wesolowski, City Clerk  
9229 W. Loomis Rd.  
Franklin, WI 53132  
(414) 425-7510

Submittal deadline is no later than 4:30 P.M. on June 7, 2004.

The proposal shall be submitted in a sealed package marked City of Franklin – Natural Resource Preservation. A fee schedule and explanation should be placed in a separate sealed envelope inside the proposal package.

This request for proposals does not commit the City of Franklin to pay any cost incurred in the preparation of your response.

Any questions relative to this request shall be directed to John Bennett, City Engineer – (414) 425-7510, or Mary Kay Buratto, Planning Manager - (414) 425-4024.

The City reserves the right to make all decisions relative to selection and to reject any or all proposals or to accept any proposal considered advantageous to the City of Franklin.

RJR/db

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