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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 03/20/18 |
| REPORTS & RECOMMENDATIONS | RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN EYELASH EXTENSION SERVICE BUSINESS USE UPON PROPERTY LOCATED AT 11113 WEST FOREST HOME AVENUE, SUITE 240 (YULIA DA SILVA, OWNER, FABU, LLC, D/B/A FABÙ EYES, APPLICANT) | ITEM NUMBER <i>6.5.</i> |

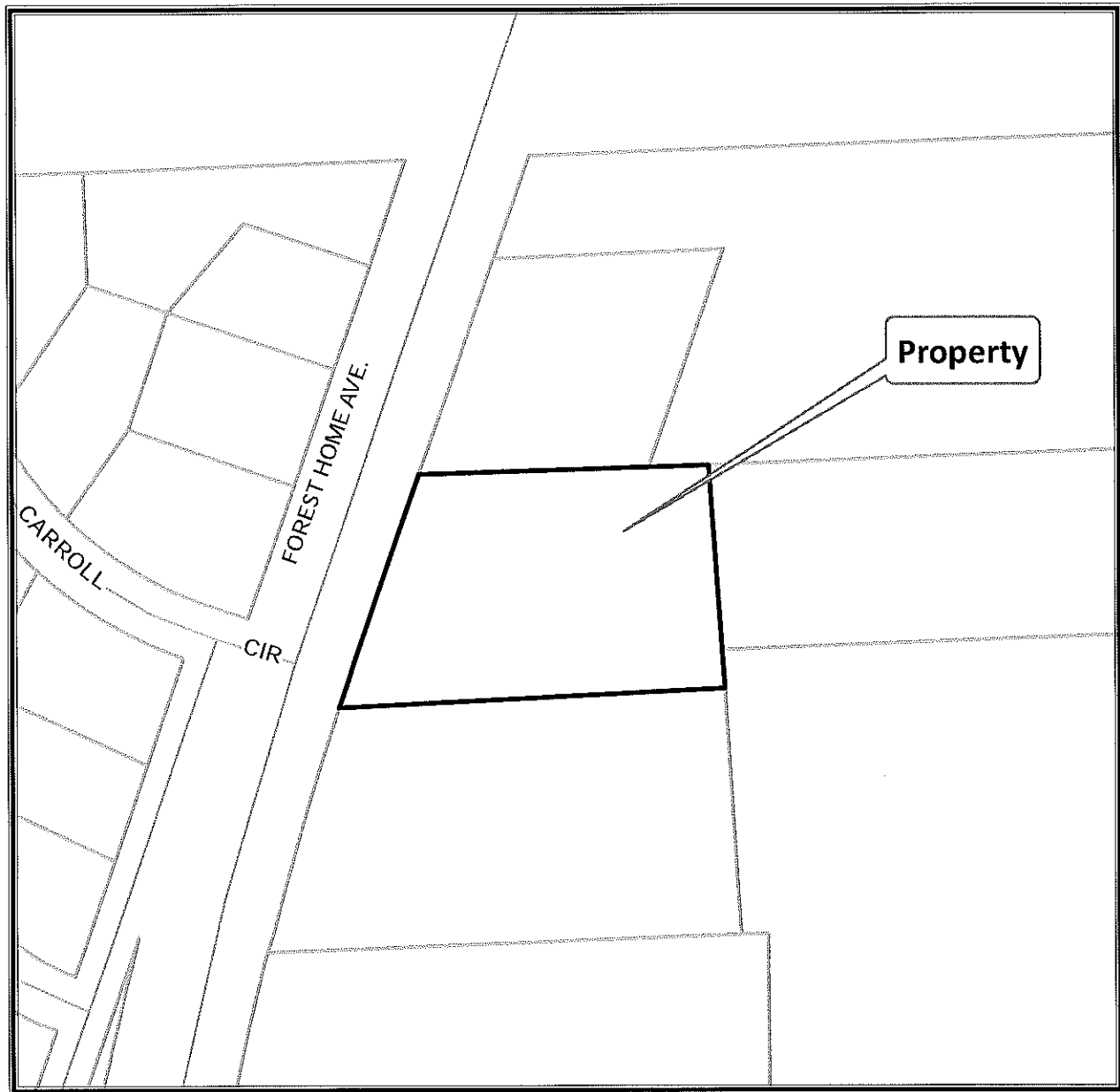
At the March 8, 2018 meeting of the Plan Commission the following action was approved: move to recommend approval of a resolution imposing conditions and restrictions for the approval of a Special Use for an eyelash extension service business use upon property located at 11113 West Forest Home Avenue, Suite 240.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2018-_____, a resolution imposing conditions and restrictions for the approval of a Special Use for a professional home cleaning business use upon property located at 11113 West Forest Home Avenue, Suite 240 (Yulia Da Silva, Owner, Fabu LLC, d/b/a Fabù Eyes, Applicant).



11113 W. Forest Home Ave.
TKN: 704 9978 002



Planning Department
(414) 425-4024

0 100 200 400 Feet

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



2017 Aerial Photo

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR AN EYELASH
EXTENSION SERVICE BUSINESS USE UPON PROPERTY LOCATED
AT 11113 WEST FOREST HOME AVENUE, SUITE 240
(YULIA DA SILVA, OWNER, FABU LLC, D/B/A FABÚ EYES, APPLICANT)

WHEREAS, Yulia Da Silva, owner, Fabu LLC, d/b/a Fabú Eyes, having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District and C-1 Conservancy District under Standard Industrial Classification Title No. 7231 "Beauty Shops", to allow for an eyelash extension service business use, with hours of operation from 9:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 2:00 p.m., Saturday and Sunday, upon property located at 11113 West Forest Home Avenue, Suite 240, bearing Tax Key No. 704-9978-002, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 3988, recorded on March 11, 1981, Reel 1362, Images 185 to 187, as Document No. 5462366, being a part of the Northeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of November, 2017, and continued on the 7th day of December 2017, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Yulia Da Silva, owner, Fabu LLC, d/b/a Fabú Eyes, for the approval of a Special Use for the property particularly described in the

YULIA DA SILVA, OWNER, FABU LLC, D/B/A FABÚ EYES – SPECIAL USE
RESOLUTION NO. 2018-_____

Page 2

preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Yulia Da Silva, owner, Fabu LLC, d/b/a Fabú Eyes, successors and assigns, as an eyelash extension service business use, which shall be developed in substantial compliance with, and operated and maintained by Yulia Da Silva, owner, Fabu LLC, d/b/a Fabú Eyes, pursuant to those plans City file-stamped February 23, 2018 and annexed hereto and incorporated herein as Exhibit A.
2. Yulia Da Silva, owner, Fabu LLC, d/b/a Fabú Eyes, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Yulia Da Silva, owner, Fabu LLC, d/b/a Fabú Eyes eyelash extension service business, 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 Yulia Da Silva, owner, Fabu LLC, d/b/a Fabú Eyes and the eyelash extension service business use for the property located at 11113 West Forest Home Avenue, Suite 240: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The property owner shall relocate dumpsters into a 10' x 10' sight proof wooden dumpster enclosure, located outside of the WEPCO easement as depicted on the Proposed Site Plan, within 90 days of this approval, or prior to issuance of any Occupancy Permit whichever may occur first.
5. The property owner shall have the stormwater drainage pipe televised to assess its current condition, provide the results of the inspection to the Engineering Department together with a location map, and repair the pipe as may be necessary, prior to June 6, 2018.
6. The property owner shall remove the semi-trailer and any other commercial vehicles over 8,000 lbs. gross vehicle weight, within 90 days of this approval or prior to issuance of any Occupancy Permit whichever may occur first.

YULIA DA SILVA, OWNER, FABU LLC, D/B/A FABÚ EYES – SPECIAL USE
RESOLUTION NO. 2018-_____

Page 3

7. The property owner shall submit a Landscape Plan in accordance with Divisions 15-5.0300 and 15-7.0300 of the UDO to the Department of City Development for review and approval by Staff, within 60 days of this approval or prior to issuance of any Occupancy Permit whichever may occur first.
8. The property owner shall install all required landscaping prior to June 6, 2018.
9. The property owner shall provide an appropriate financial surety to guarantee certain improvements including but not limited to a dumpster enclosure, stormwater drainage pipe televising and possible repair, and landscaping will be completed on schedule, for Department of City Development and Engineering Department review and approval within 60 days of this approval or prior to issuance of any Occupancy Permit whichever may occur first.

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

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

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

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

YULIA DA SILVA, OWNER, FABU LLC, D/B/A FABÚ EYES – SPECIAL USE
RESOLUTION NO. 2018-_____
Page 4

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 _____, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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

Meeting of March 8, 2018

Special Use

RECOMMENDATION: City Development Staff recommends approval of the proposed Special Use for an eyelash extension service business use and associated site changes upon property located at 11113 W. Forest Home Avenue, subject to the conditions of approval in the attached draft resolution.

| | |
|---------------------------------------|---|
| Project Name: | Fabu Eyes Special Use |
| Project Address: | 11113 West Forest Home Avenue, Suite 200 |
| Applicant: | Fabu, LLC |
| Owners (property): | 11113 West Forest Home Avenue, LLC |
| Current Zoning: | M-1 Limited Industrial District & C-1 Conservancy District |
| 2025 Comprehensive Master Plan | Industrial |
| Use of Surrounding Properties: | WE Energies substation and Ewald automobile dealership to the north, gasoline service station to the south, Ewald Truck Center and Hiller Ford automobile dealership to the east and single-family residential to the west. |
| Applicant Action Requested: | Recommendation of approval for the proposed Special Use for Fabu Eyes to operate at 11113 West Forest Home Avenue, Suite 240. |

INTRODUCTION:

On October 5, 2017, Joel Cook of Ogden Construction submitted a Special Use application on behalf of Fabu LLC dba Fabu Eyes, requesting approval to operate an eyelash extension service business use within the Falcon Commons building located at 11113 West Forest Home Avenue. The proposed use corresponds to Standard Industrial Classification (SIC) Title No. 7231 Beauty Shops, which is allowed within the M-1 Limited Industrial District as a Special Use.

This Special Use application includes a request by the property owner to keep site improvements made without City approvals. Specifically, the parking lot in the northwest corner of the property was reconfigured and a new 15,120 square foot paved parking area was added in the rear of the property.

HISTORY:

At the January 4, 2018 Plan Commission meeting, the following action was approved: move to table the item to the first Plan Commission meeting in March 2018.

PROJECT DESCRIPTION AND ANALYSIS:

- Please see the Staff Report from the January 4, 2018 Plan Commission meeting (attached) for a more detailed analysis.

Since this item was tabled at the January 4, 2018 Plan Commission meeting, Ogden Construction contracted Pinnacle Engineering Group to determine whether or not the addition of the parking lot at 11113 W. Forest Home Ave. would require storm water management. According to a letter from Anthony S. Zanon, P.E. dated January 16, 2018, if the property owner reduces the impervious area of the property by approximately 10,386 square feet, then stormwater management would not be required. A Proposed Site Plan was prepared to depict approximately 10,386 square feet of existing gravel surface to be covered with topsoil, seeded, and stabilized with erosion mat, thus converting it into greenspace. The Engineering Department reviewed Mr. Zanon's work and confirmed with his conclusions.

In addition, Ogden Construction contracted Visu-Sewer to televise a 36" stormwater drainage pipe on the east side of the property. While reviewing the report from Visu-Sewer summarizing their work, Engineering Staff discovered the wrong pipe was televised. Therefore, a condition remains for this work to be completed.

Finally, the property owner replaced the existing chain link fence along the east and south sides of the northwestern parking lot with a 6' high sight proof wood fence. The new fence was installed without a Fence Permit from the Building Inspection Department. As such, the property owner will have to apply for a Fence Permit after the fact, and be subject an increased permit fee.

Section 15-3.0701(A) and (C) of the UDO contains the General Standards and Considerations that must be examined for each proposed Special Use prior to granting approval. The applicant has provided a written response to these standards, which is included in your packet.

STAFF RECOMMENDATION:

City Development Staff recommends approval of the proposed Special Use for a building maintenance services not elsewhere classified (professional home cleaning service business) use and associated site changes upon property located at 11113 W. Forest Home Avenue, subject to the following conditions of approval:

- Staff recommends the property owner relocate existing dumpsters into a 10' x 10' sight proof dumpster enclosure located outside of the WEPCO easement as depicted on the Proposed Site Plan, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.
- Staff recommends the property owner have the stormwater drainage pipe televised to assess its current condition, provide the results of the inspection to the Engineering Department together with a location map, and repair the pipe as may be necessary, prior to June 6, 2018.
- Staff recommends the property owner remove the semi-trailer and any other commercial vehicles over 8,000 lbs. gross vehicle weight, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.

- Staff recommends the property owner submit a Landscape Plan in accordance with Divisions 15-5.0300 and 15-7.0300 of the UDO, to the Department of City Development for review and approval by Staff, within 60 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.
- Staff recommends the property owner install all required landscaping prior to June 6, 2018.
- Staff recommends the property owner provide an appropriate financial surety to guarantee certain improvements including but not limited to a dumpster enclosure, stormwater drainage pipe televising and possible repair, and landscaping will be completed on schedule, for Department of City Development and Engineering Department review and approval within 60 days of this approval or prior to issuance of any Occupancy Permit, whichever may occur first.

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of January 4, 2018****Special Use**

RECOMMENDATION: City Development Staff recommends approval of the proposed Special Use for an eyelash extension service business use and associated site changes upon property located at 11113 W. Forest Home Avenue, subject to the conditions of approval in the attached draft resolution.

| | |
|---------------------------------------|---|
| Project Name: | Fabu Eyes Special Use |
| Project Address: | 11113 West Forest Home Avenue, Suite 200 |
| Applicant: | Fabu, LLC |
| Owners (property): | 11113 West Forest Home Avenue, LLC |
| Current Zoning: | M-1 Limited Industrial District & C-1 Conservancy District |
| 2025 Comprehensive Master Plan | Industrial |
| Use of Surrounding Properties: | WE Energies substation and Ewald automobile dealership to the north, gasoline service station to the south, Ewald Truck Center and Hiller Ford automobile dealership to the east and single-family residential to the west. |
| Applicant Action Requested: | Recommendation of approval for the proposed Special Use for Fabu Eyes to operate at 11113 West Forest Home Avenue, Suite 240. |

INTRODUCTION:

On October 5, 2017, Joel Cook of Ogden Construction submitted a Special Use application on behalf of Fabu LLC dba Fabu Eyes, requesting approval to operate an eyelash extension service business use within the Falcon Commons building located at 11113 West Forest Home Avenue. The proposed use corresponds to Standard Industrial Classification (SIC) Title No. 7231 Beauty Shops, which is allowed within the M-1 Limited Industrial District as a Special Use.

At the November 9, 2017 Plan Commission meeting, following a properly noticed public hearing, the following action was approved: move to postpone and continue the Public hearing to the December 7, 2017 Plan Commission meeting. It can be noted that the property owner had still been working on a revised set of plans and associated information in response to staff's initial review comments, and had not submitted any materials for the Plan Commission meeting.

At the December 7, 2017 Plan Commission meeting, the public hearing was held, no one spoke on the matter, and the hearing was closed. Although included within the Plan Commission packets, as Ogden Construction did not submit revised plans until November 30th, staff did not have sufficient time to conduct a thorough review. The Plan Commission subsequently moved to "table [this matter] to the January 4, 2018 Plan Commission meeting."

HISTORY:

Fabu Eyes has been operating at 11113 West Forest Home Avenue, Suite 240, since the summer of 2017 without any approvals from the City of Franklin. In order to address this situation, staff has been working with Fabu LLC on obtaining Special Use approval.

This Special Use application also includes a request by the property owner to keep site improvements made without City approvals. Specifically, the parking lot in the northwest corner of the property was reconfigured and a new 15,120 square foot paved parking area was added in the rear of the property.

The applicant's responses to the Special Use Standards and Regulations form are attached.

In addition, some of the terms and conditions from the prior Special Use approval for the subject property (for Ogden Construction Group LLC as set forth in Ordinance 2015-7065), have yet to be addressed, as noted later in this staff report.

PROJECT DESCRIPTION AND ANALYSIS:

The applicant has indicated that they currently occupy the building, have no employees (although the parking analysis assumes three employees), and have made no building or site changes. However, staff has the following concerns as noted below.

Site Plan:

Comparison of the attached Site Development Plan to the previously approved plan in 2015 (as well as a comparison of historic aerial photographs with recent site visits) indicates that the property owner has, without City approvals: reconfigured the parking lot at the northwest corner of the property; added an approximately 15,000 square foot paved parking area in the central portion of the property within the WEPCO easement; and paved the previously graveled area immediately behind (east of) the existing building. While staff has no objection to the changes to the parking lot at the northwest corner of the property and to the parking area immediately behind the building, staff has numerous concerns about the large paved parking area within the WEPCO easement. This will be discussed in detail in the Parking and Stormwater sections of this report.

In a related matter, it must be noted that a number of site plan related conditions of the City's Special Use approval for Ogden Construction in 2015 (Ordinance 2015-7065) have still not been met. These include:

- Condition #1: Pursuant to the approved plans, a 6' wooden fence was proposed along the east and south sides of the northwestern parking lot.
 - Instead, the property owner installed a chain link fence with slats. Pursuant to the approved plans and Section 15-3.0803F. of the UDO (as this screens an open storage area from public view from W. Forest Home Avenue), staff recommends that the property owner shall replace the existing chain link fence along the east and south sides of the northwestern parking lot with a 6' high solid wood fence,

for Department of City Development approval, within 90 days of this approval, or prior to the issuance of any Occupancy Permit, whichever may occur first.

- Condition #4: “An architectural elevation of the 10’ x 10’ wood fence dumpster enclosure shall be submitted to the Department of City Development for review and approval by Staff, prior to issuance of a Building Permit.”
 - While an elevation was provided, the wooden dumpster enclosure was not constructed. In addition, Section 15-3.0803I. of the UDO requires dumpster enclosures to consist of sight proof fencing (wood or masonry) and landscaping, unless waived by the Plan Commission. As this area is area is partially visible from adjacent properties and an enclosure was required of the prior Special Use approval, staff recommends that the property owner shall install a 10’ high sight proof wooden dumpster enclosure, for Department of City Development approval, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.

It can also be noted that the dumpsters are currently located within the WEPCO easement, and as a condition of approval for location of the paved parking lot within this easement, the American Transmission Company (ATC) has requested that no structures or dumpsters be located within the easement. Therefore, staff recommends that the property owner shall relocate the dumpsters immediately to the east of the WEPCO easement near the southern boundary of the subject property, for Department of City Development approval, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.

A trailer, apparently over 8,000 lbs, is parked at the rear of the property and is used for storage. As this requires prior City approval pursuant to Section 15-5.0202G.3. of the UDO, and as this was not included within the property owner’s application materials nor indicated within the public hearing notice, staff recommends that the property owner shall remove the trailer and any other commercial vehicles over 8,000 lbs, for Department of City Development approval, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.

Stormwater Management:

It must be noted that a stormwater related condition of the City’s Special Use approval for Ogden Construction in 2015 (Ordinance 2015-7065) has still not been met.

- Condition #8: “Applicant shall have the stormwater drainage pipe televised to assess its current condition, provide the results of the inspection to the Engineering Department together with a location map, repair the pipe as may be necessary, and grant the City of Franklin an easement to protect and access the pipe.”
 - In response, the property owner has only identified the location of the manholes associated with the storm sewer, and has drawn a straight line between those two points. As this condition has still not been addressed, staff recommends that the property owner shall have the stormwater drainage pipe televised to assess its current condition, provide the results of the inspection to the Engineering Department together with a location map, repair the pipe as may be necessary,

and grant the City of Franklin an easement to protect and access the pipe, prior to June 1, 2018.

As previously noted, the property owner has constructed a paved parking area without City approvals. Although the owner states that this was located within a previously graveled area, staff partially disagrees, based upon review of historic aerial photographs and current site conditions. Staff also disagrees with the property owner's calculations of pervious and impervious areas. Therefore, staff recommends that the property owner shall prepare a stormwater management plan pursuant to Section 15-7.0103 of the UDO, for Engineering Department review and approval, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.

Although the subject parking lot has already been constructed, grading, filling, and/or other land disturbing activities has occurred which could impact site drainage. In addition, as noted in the parking section of this report, additional land disturbing activities are recommended by staff. As such, staff recommends that the property owner shall prepare a Grading/Drainage/Erosion Control Plan for Engineering Department review and approval, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first.

Parking:

Pursuant to the current uses within the subject building, and the parking standards contained within the UDO, 45 parking spaces are required. However, the subject property provides 83 parking spaces, or 38 spaces or about 84 percent more than required. While Section 15-5.0203 of the UDO allows parking increases above 10% of the standard parking ratio, with the submittal of reasonably sufficient proof that additional parking is needed, staff does not believe that sufficient information has been submitted. Although Fabu Eyes did not indicate that they utilize the rear parking area, the site as a whole has excessive parking. Therefore, staff recommends that the property owner shall remove approximately 20 parking spaces, and restore the area to turf lawn, for Department of City Development review and approval, prior to June 1, 2018. Staff would note that removal of such parking, and restoration to a grassy surface, might benefit the stormwater management plan from the standpoint of the amount of impervious surface and the sizing of any required stormwater facilities.

Pursuant to Section 15-5.0202E. of the UDO, staff recommends that the property owner shall install curb and gutter for the recently paved parking area, for Engineering Department review and approval, prior to June 1, 2018. It can be noted that the UDO does allow the Plan Commission to waive this requirement for additions to existing structures located in areas without a predominance of curb and gutter. Although Fabu Eyes did not indicate that they utilize the rear parking area, the parking is available to the site as a whole. Therefore, as this parking area is not due to a building addition, is separate from the existing paved parking areas, and such installation could potentially benefit site drainage/stormwater efforts, staff would continue to recommend that curb and gutter be installed at this time.

Landscaping:

Although the property owner has paved an additional parking area, the owner has not prepared a revised landscape plan, nor verified the minimum required Landscape Surface Ratio pursuant to that plan, nor installed any additional plantings for the additional parking spaces. Therefore,

staff recommends that the property owner shall prepare a Landscape Plan pursuant to Divisions 15-5.0300 and 15-7.0300 of the UDO, for review and approval by the Department of City Development, within 90 days of this approval, or prior to issuance of any Occupancy Permit, whichever may occur first. Staff further recommends that the property owner shall install all required landscaping prior to June 1, 2018.

Natural Resource Protection Plan:

It can be noted that C-1 Conservancy District zoning is located on the far eastern portion of the subject property, and that a Natural Resource Protection Plan has not been prepared for the subject property. However, the City does have on file a letter from R.A. Smith National Inc. dated 2011 that indicates there are no protected natural resource features within the subject property. Although site changes were not proposed within the eastern half of the property in the 2015 Special Use request, the property owner has since constructed a paved parking area approximately 50' from the C-1 zoning district. Therefore, *staff suggests that the property owner prepare a Natural Resource Protection Plan for Department of City Development review and approval. Furthermore, staff suggests that the property owner apply for a rezoning to remove the C-1 zoning district from the subject property.*

Signage:

The applicant and the property owner have indicated that no new signage is proposed, and have been advised that any signage will require separate review and approval by the Architectural Review Board and issuance of a Sign Permit from the Inspection Department.

STAFF RECOMMENDATION:

Due to the fact that the property owner has not completed all of the conditions associated with the 2015 Special Use approval, as the property owner had constructed a parking lot without City approvals, as a number of related conditions are proposed in the current Special Use request, and pursuant to Sections 15-3.0701D. and E. of the UDO (regarding Conditions on Special Use Permits), and Section 15-7.0105 of the UDO (regarding Site Plan improvements), staff recommends that the property owner shall provide an appropriate financial surety to guarantee that improvements including improved off-street parking, open space areas, utilities, and landscaping will be completed on schedule, for Department of City Development and Engineering Department review and approval within 60 days of this approval or prior to issuance of any Occupancy Permit whichever may occur first. It can be noted that staff envisions that the one financial surety would be submitted, which would address both the Fabu Eyes as well as the Molly Maids Special Use requests.

City Development Staff recommends approval of the proposed Special Use for an eyelash extension service business use and associated site changes upon property located at 11113 W. Forest Home Avenue, subject to the conditions of approval in the attached draft resolution.

Exhibit A



11113 West Forest Home Avenue
Suite 100
Franklin, WI 53132

Phone 414.342.7200 • Fax 414.342.4203
Website: ogdenre.com

February 23, 2018

Orrin Sumwalt & Sova Arnold
City Plan Commission
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

RE: proposed project summary for 11113 W Forest Home Ave

I am writing in response to your staff comments dated 12/28/17.

Item #1: Wepco easement- Wepco granted the easement it was submitted to the city in late 2017.

Item #2: 6' high wood fence- Fence has been completed (see attached pictures).



Item #3: 6' high dumpster enclosure- This will be completed when frost is out of the ground for the slat and posts. We propose a June 1st deadline.

Item #4: Semi trailer- the trailer has been donated to Veterans Tiny Homes. We need dry weather to get a truck to move it off site. We propose a June 1st deadline.

Item #4: Trucks over 8000 lbs. – We currently do not have any trucks over 8000 lbs.

Franklin

FEB 23 2018



11113 West Forest Home Avenue
Suite 100
Franklin, WI 53132

Phone 414.342.7200 • Fax 414.342.4203
Website: ogdenre.com

Item #5: Visu Sewer- Work has been completed and report is attached. We feel no other work is needed as the sewer appears to be clear.

Item #6: Storm water management, grading and erosion- Per the new drawings from Pinnacle Engineering the City agrees no storm water management, grading and erosion are necessary.

Item #7: 20 Parking Spaces- Since we will meet the inperious area requirement per the new attached Pinnacle Engineering drawings, we feel it is not necessary to remove any parking spaces. Molly Maid on most days requires 51-53 parking spaces of the 56. We propose a June 1st deadline to plant the grass.

Item #8: Curb & Gutter- After the January plan commission meeting, we believe it was determined that we do not need the curb and gutter.

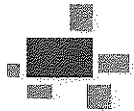
Item #9: Landscape plan- With the Pinnacle Engineering plan scoping where we will plant grass, we feel a landscape plan is not necessary.

Item #10: Re-zone C-1 – Ogden Construction will apply for a re-zone of the C-1. We propose a June 1st deadline.

If you have any questions, please do not hesitate to call us.

Sincerely,
Ogden Construction Group, LLC

Michael Cook
Vice President



1/16/2018

Sara Arnold
Assistant City Engineer
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Ogden Construction
11113 West Forest Home Avenue
City of Franklin, Milwaukee County
PEG #1162.00-WI

Dear Ms. Arnold,

I am following up on our telephone conversation from last month regarding the Ogden Construction property located at 11113 West Forest Home Avenue. Since our conversation, my firm has completed an existing survey on the property. I have attached the existing site plan and a proposed site plan for your review. I have the following comments:

1. Existing Site Plan

- a. The existing site plan shows surveyed topography, all visible improvements and utilities based on the field survey.
- b. I have also shown the contour lines from the Milwaukee County GIS as per our discussion. By reviewing the surveyed contours versus the GIS contours, you can see the difference in the contours occurs around the easterly parking lot area.
- c. The storm sewer is now better identified based on the field survey work. Per Ogden Construction, the storm sewer is scheduled to be televised on February 5th, weather depending. They will forward the documentation to you once that work is complete.
- d. The existing survey shows that the impervious area on site is 72% which exceeds the 60% maximum allowable.

2. Proposed Site Plan


- a. A proposed site plan was prepared to show the area of gravel that will be covered with topsoil, seeded and stabilized with erosion mat in order to decrease the impervious area on the property to the 60% allowable. Inlet control and silt logs will be installed during this grading work.
- b. The original approved dumpster location will be moved to an area closer to the parking lot so that the amount of impervious area can be reduced.
- c. A note has been added stating that Ogden Construction will apply for a rezone of the C-1 area to M-1 per their discussion with staff.

Based on our conversation, you wanted to verify the need for storm water management. For reference, I have attached the 2000 aerial on which I have calculated the amount of impervious area on site at that time (approximately 45,304 square feet) and the 2005 aerial (approximately 54,069 square feet) for comparison to what is on site now (62,056 square feet) and what will be on site after the additional grass is installed (51,670 square feet). Comparing the impervious in 2000 with the impervious area currently on site shows an increase in impervious of 0.39 acres. That will be reduced to 0.15 acres after the impervious area is reduced. I have also attached a markup of the proposed site plan where I have estimated the amount of disturbed area for the parking lot and this latest proposed grading work. I have estimated 0.8 acres of disturbance. Based on my review, the increase in impervious is less than 0.5 acres and the area of disturbance is less than one acre so storm water management would not be required.

Please review the information and let me know if you have any questions or comments. It is my understanding the developer is working with plan staff on other questions and comments on this site but I wanted to get back to you on the engineering items we discussed.

Sincerely,

PINNACLE ENGINEERING GROUP



Anthony S. Zanon, P.E.
Senior Project Manager

Copy: Joel Cook, Ogden Construction
Orrin Sumwalt, City Planning

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | | | | | | | | | | | | | | | | |

Parcel 1, Certified Survey Map No. 3868, as recorded in the Register of Deeds office for Milwaukee County as Document No. S462369, being a part of the Northeast 1/4 of Section 8, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

[illegible]

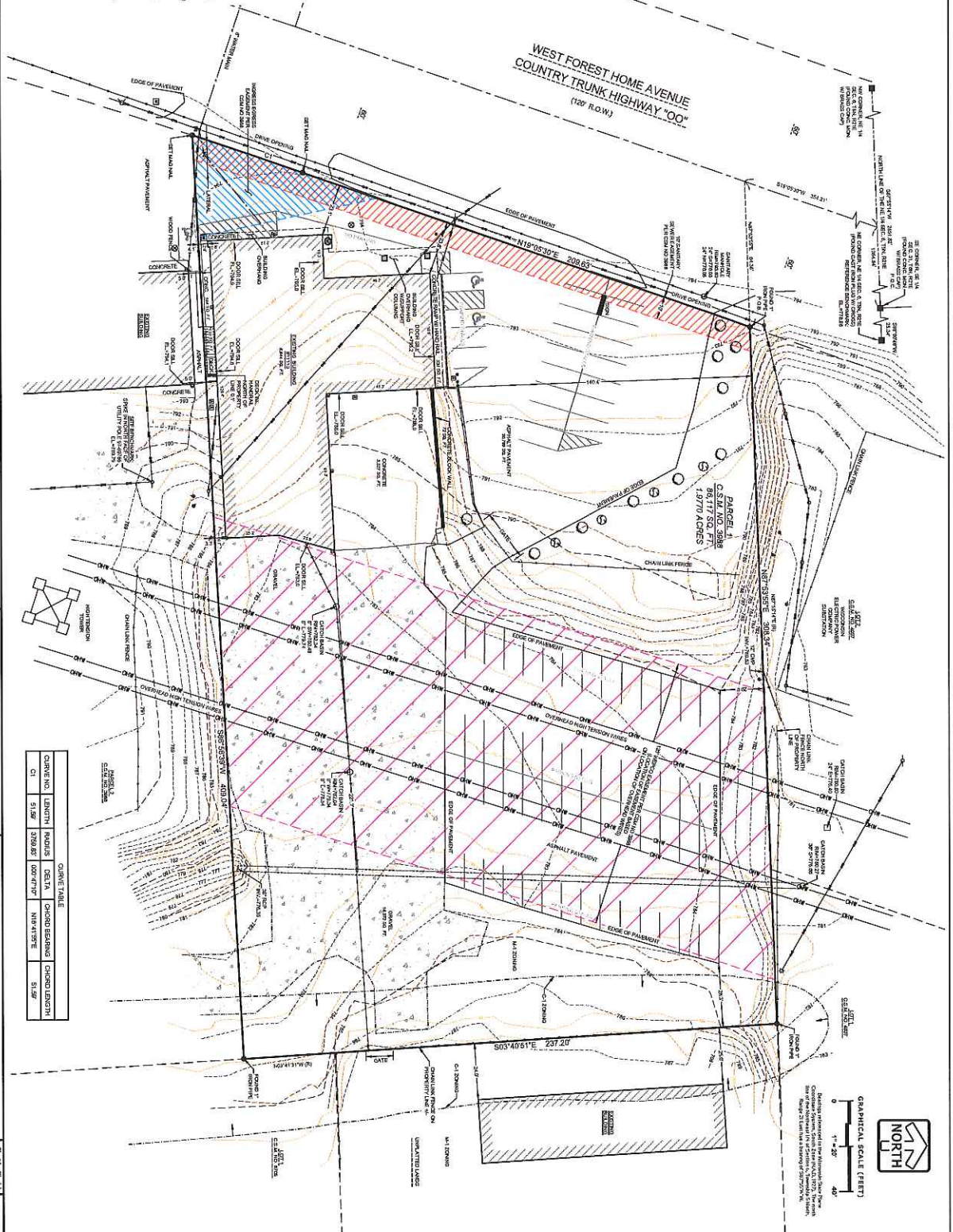
PLAN | DESIGN | DELIVER
W A S H I N G T O N
PINNACLE ENGINEERING
ENGINEERING | MATERIAL

11113 WEST FOREST HOME AVENUE
PARCEL 1, C.S.M. NO. 3988, PART OF THE NE 1/4 OF THE NE 1/4 SEC. 4,
T5N, R21E, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REVISIONS

PEG JOB No. 1162
PEG PM A
DATE 1/15/
SCALE 1"=2'

EXISTING_SITE_PLAN



| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| SWITCHING MODELS: | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z | AA | AB | AC | AD | AE | AF | AG | AH | AI | AJ | AK | AL | AM | AN | AO | AP | AQ | AR | AS | AT | AU | AV | AW | AX | AY | AZ | BA | BB | BC | BD | BE | BF | BG | BH | BI | BJ | BK | BL | BM | BN | BO | BP | BQ | BR | BS | BT | BU | BV | BW | BX | BY | BZ | CA | CB | CC | CD | CE | CF | CG | CH | CI | CJ | CK | CL | CM | CN | CO | CP | CQ | CR | CS | CT | CU | CV | CW | CX | CY | CZ | DA | DB | DC | DD | DE | DF | DG | DH | DI | DJ | DK | DL | DM | DN | DO | DP | DQ | DR | DS | DT | DU | DV | DW | DX | DY | DZ | EA | EB | EC | ED | EE | EF | EG | EH | EI | EJ | EK | EL | EM | EN | EO | EP | EQ | ER | ES | ET | EU | EV | EW | EX | EY | EZ | FA | FB | FC | FD | FE | FF | FG | FH | FI | FJ | FK | FL | FM | FN | FO | FP | FQ | FR | FS | FT | FU | FV | FW | FX | FY | FZ | GA | GB | GC | GD | GE | GF | GG | GH | GI | GJ | GK | GL | GM | GN | GO | GP | GQ | GR | GS | GT | GU | GV | GW | GX | GY | GZ | HA | HB | HC | HD | HE | HF | HG | HH | HI | HJ | HK | HL | HM | HN | HO | HP | HQ | HR | HS | HT | HU | HV | HW | HX | HY | HZ | IA | IB | IC | ID | IE | IF | IG | IH | II | IJ | IK | IL | IM | IN | IO | IP | IQ | IR | IS | IT | IU | IV | IW | IX | IY | IZ | JA | JB | JC | JD | JE | JF | JG | JH | JI | JJ | JK | JL | JM | JN | JO | JP | JQ | JR | JS | JT | JU | JV | JW | JX | JY | JZ | KA | KB | KC | KD | KE | KF | KG | KH | KI | KJ | KK | KL | KM | KN | KO | KP | KQ | KR | KS | KT | KU | KV | KW | KX | KY | KZ | LA | LB | LC | LD | LE | LF | LG | LH | LI | LJ | LK | LL | LM | LN | LO | LP | LQ | LR | LS | LT | LU | LV | LW | LX | LY | LZ | MA | MB | MC | MD | ME | MF | MG | MH | MI | MJ | MK | ML | MM | MN | MO | MP | MQ | MR | MS | MT | MU | MV | MW | MX | MY | MZ | NA | NB | NC | ND | NE | NF | NG | NH | NI | NJ | NK | NL | NM | NN | NO | NP | NQ | NR | NS | NT | NU | NV | NW | NX | NY | NZ | OA | OB | OC | OD | OE | OF | OG | OH | OI | OJ | OK | OL | OM | ON | OO | OP | OQ | OR | OS | OT | OU | OV | OW | OX | OY | OZ | PA | PB | PC | PD | PE | PF | PG | PH | PI | PJ | PK | PL | PM | PN | PO | PP | PQ | PR | PS | PT | PU | PV | PW | PX | PY | PZ | QA | QB | QC | QD | QE | QF | QG | QH | QI | QJ | QK | QL | QM | QN | QO | QP | QQ | QR | QS | QT | QU | QV | QW | QX | QY | QZ | RA | RB | RC | RD | RE | RF | RG | RH | RI | RJ | RK | RL | RM | RN | RO | RP | RQ | RR | RS | RT | RU | RV | RW | RX | RY | RZ | SA | SB | SC | SD | SE | SF | SG | SH | SI | SJ | SK | SL | SM | SN | SO | SP | SQ | SR | SS | ST | SU | SV | SW | SX | SY | SZ | TA | TB | TC | TD | TE | TF | TG | TH | TI | TJ | TK | TL | TM | TN | TO | TP | TQ | TR | TS | TU | <td>TW</td> <td>TX</td> <td>TY</td> <td>TZ</td> <td>UA</td> <td>UB</td> <td>UC</td> <td>UD</td> <td>UE</td> <td>UF</td> <td>UG</td> <td>UH</td> <td>UI</td> <td>UJ</td> <td>UK</td> <td>UL</td> <td>UM</td> <td>UN</td> <td>UO</td> <td>UP</td> <td>UQ</td> <td>UR</td> | TW | TX | TY | TZ | UA | UB | UC | UD | UE | UF | UG | UH | UI | UJ | UK | UL | UM | UN | UO | UP | UQ | UR |

Purcell's Certified Survey Map No. 3968, as recorded in the Register of Deeds office for Milwaukee County as Document No. 5462380, being a part of the Northwest 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

1. Survey prepared for 11113 W. Forest Home Avenue LLC.
2. Field work completed on JANUARY 3, 2018.

[illegible]

| TOTAL LAND AREA | | PROPOSED IMPERVIOUS SURFACE | |
|------------------|----------------|-----------------------------|----------------|
| EXISTING SURFACE | 88,517 SQ. FT. | EXISTING SURFACE | 88,517 SQ. FT. |
| - BUILDING | 8,844 SQ. FT. | - BUILDING | 8,844 SQ. FT. |
| - CONCRETE | 3,760 SQ. FT. | - CONCRETE | 3,760 SQ. FT. |
| - ASPHALT | 30,000 SQ. FT. | - ASPHALT | 30,000 SQ. FT. |
| - WALL | 72 SQ. FT. | - WALL | 72 SQ. FT. |
| - GRAVEL | 14,372 SQ. FT. | - GRAVEL | 7,868 SQ. FT. |
| TOTAL | 82,096 SQ. FT. | TOTAL | 51,610 SQ. FT. |

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SUSTAINABILITY

11113 WEST FOREST HOME AVENUE
PARCEL 1, C.S.M. NO. 3988, PART OF THE NE 1/4 OF THE NE 1/4 SEC. 6,
T5N, R21E, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

PROPOSED SITE PLAN

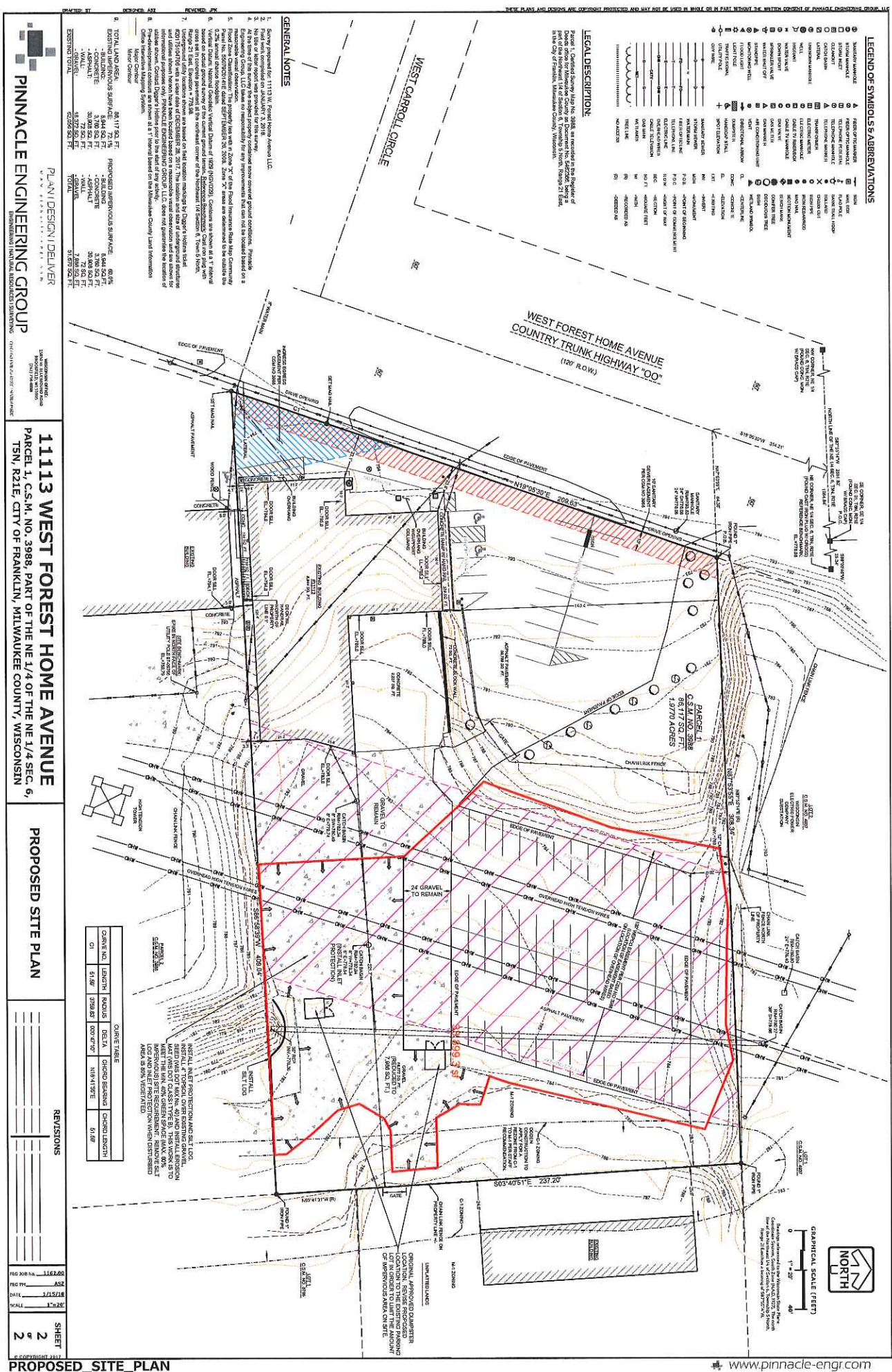
| CURVE NO. | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|-----------|--------|----------|------------|---------------|--------------|
| 01 | 51.58' | 3709.65' | 000-477-0" | N19-4755"E | 51.58' |

REVISIONS

[illegible]

PROPOSED SITE PLAN

 www.pinnacle-engr.com



11113 WEST FOREST HOME AVENUE
PARCEL 1, C.S.M. NO. 3988, PART OF THE NE 1/4 OF THE NE 1/4 SEC. 6,
T5N, R21E, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

PROPOSED SITE PLAN

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------------|-------------------|
| 1 | 08/11/2011 | ISSUED FOR PERMIT |
| 2 | 08/11/2011 | ISSUED FOR PERMIT |
| 3 | 08/11/2011 | ISSUED FOR PERMIT |

SHEET 2 OF 2



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



94 0 47 94 Feet 1.564
NAD 1983 StatePlane Wisconsin South GRS 803
©McGILLIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may not be accurate, current or otherwise. No liability is assumed by the Milwaukee County or its employees.

Notes

2000 AERIAL



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



94 0 47 94 Feet 1.564
NAD 1983 StatePlane Wisconsin South EPS 4803
© ICA/MLIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for informational purposes only and do not constitute a warranty of any kind, express or implied. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Notes
2005 AERIAL

Fabu Eyes

To whom it may concern,

Fabu LLC, DBA Fabu Eyes operates a professional eyelash extensions service. We operate 7 days a week; Monday through Friday from 9am to 7pm, Saturday and Sunday from 9am to 2pm. There are no employees. The current location is 11113 W Forest Home Ave, Suite 240, Franklin WI, 53132. We took the space as is, no work has been done to our space.

Thank You,



Yulia Da Silva

Fabu LLC

619-852-2521

Fabu Eyes
11113 W Forest Home Ave, Suite 240, Franklin WI 53132
Tel: 414-367-2379 www.fabueyes.com

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

A. **General Standards.** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response: Beauty shop is one of the listed Special Uses and does fit with the intent of the comprehensive master plan

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response: This proposal will in no way adversely affect any other property in area

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response: There will be no interference with surrounding developments as the space already existed and we are planning no changes to building

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response: The public facilities are adequate as is; we do not even use public trash collection

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: The proposed tenant will draw 2 - 3 per two hours of operation

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response: There will be no destruction of significant features as the space is existing

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response: We will comply with all standards. The space is existing and we only plan on painting

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response:

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: The beauty salon will be open to all residents of Franklin and should increase the aesthetic appeal of the residents of Franklin

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response: This business was previously renting in Hales Corners and our location was the only space in the area that fit into their budget

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

Response: There will be no adverse effects as we are not changing anything at all

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

Response: I do not feel this will set a precedent for beauty shops to be allowed in M-1 Zoning because this shop is the only beauty shop of this nature in this area of Franklin and is a needed asset to the community.

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|--|---|---|
| APPROVAL | REQUEST FOR COUNCIL ACTION | MEETING DATE 3/20/2018 |
| REPORTS & RECOMMENDATIONS | A Resolution Approving a Funding Authorization for the Historical Barn Reconstruction in Lions Legend Park Project to Include an Additional \$40,000 in City Resources (Alderman Taylor) | ITEM NUMBER G.6. |

Alderman Taylor requests consideration of a resolution in support of the Franklin Historical Society and the Historical Barn reconstruction in Lions Legend Park that ensures adequate funding is available so that there is no risk to the project moving forward after the next project bidding process.

The 2018 budget has an appropriation of \$150,000 for completion of the Historical Barn reconstruction in Lions Legend Park. That number was inflated from the expected demand to help ensure that sufficient appropriations were available and reduce the potential for an additional budget modification. A matching "Donations" revenue from the Historical Society was also budgeted. The City's prior commitment of \$20,000 was used in 2017 to complete the bulk of the foundation work.

The Historical Society has previously deposited \$90,000 with the City in accordance with the Capital Projects Agreement previously executed. The Finance Department indicates that \$11,085.02 of the \$90,000 has been used for the 2016 and 2017 capital costs that exceeded the City's \$20,000 contribution. Therefore, \$78,915 in funds from the Historical Society remains on hand. The President of the Historical Society, Jim Luckey, indicates that their capital fund for this project has a balance of approximately \$35,000 with all of their recent fundraising. Together, if the Franklin Historical Society transferred the additional \$35,000 to the City, the donated resources that would currently be available would total to approximately \$113,915.

Last year a bid for \$157,960 was rejected for the construction of the bulk of the remaining project. (It excluded the limited electrical work.) A 2016 bid of \$107,829 was also rejected. Mr. Luckey has been promoting increased participation in the project and expects that the project ultimately should reasonably expect to need no more than \$120,000 in funding. In addition to the courting additional bidders, cost saving measures such as direct purchase of lumber could be used. Direct supply of such materials might also eliminate some builder/bidder risk, which was identified as a problem during the last bidding process. (The previous bidder indicated that such and similar risks required them to increase their overall bid.) [Note: A final decision to apply this strategy still has to be vetted for application within the RFP process for this project.]

The project, therefore, could have sufficient resources from the Historical Society to fully fund the remaining project or be very close, assuming Mr. Luckey's estimate is accurate. Until the RFP is published and bids are received, it is impossible to guarantee. The City, however, has bid the project out twice and rejected the main bid each time. It would potentially be harmful to future attempts if we did so a third time.

This is the purpose of the attached resolution proposed by Alderman Taylor. The resolution allocates up to an additional \$40,000 in City funding on top of the approximately \$114,000 available from the Franklin Historical Society. The Franklin Historical Society resources would be used first prior to using any of the additional \$40,000. This could be ensured by requiring the additional \$35,000, as indicated by Mr. Luckey, be deposited with the City prior to the award of the bid. The current Capital Projects Agreement could easily be amended to incorporate this prior to the award of the construction contract. If the attached resolution is approved, the Director of Administration would work with the Franklin Historical Society to revise and update the Capital Projects Agreement and bring it forward to a future Common Council meeting. Together, the \$154,000 is expected by Mr. Luckey to be more than enough funding to cover the worst-case scenario from a bidding perspective, and, as such, should ensure the potential contractors that the project will move forward.

If Mr. Luckey's estimates are accurate, only \$6,000 of the additional City resources would be used. If City resources are ultimately needed, a determination as to the source of funding would be made later in the year. The likely source could be from borrowed resources for any of the budgeted park projects that, maybe, don't get completed in 2018. Appropriations for total costs up to \$150,000 are already budgeted. If the resolution is approved, costs over \$150,000, if any, would use Capital Improvement Fund contingency appropriations.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2018-____, "A Resolution Approving a Funding Authorization for the Historical Barn Reconstruction in Lions Legend Park Project to Include an Additional \$40,000 in City Resources".

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY:

RESOLUTION NO. 2018-_____

A RESOLUTION APPROVING A FUNDING AUTHORIZATION FOR THE HISTORICAL
BARN RECONSTRUCTION IN LIONS LEGEND PARK PROJECT TO INCLUDE AN
ADDITIONAL \$40,000 IN CITY RESOURCES

WHEREAS, the Franklin Historical Society was organized in 1969, with a primary purpose to research, record, and interpret the history of Franklin; and

WHEREAS, the Milwaukee County Historical Society recently landmarked the historic village in Franklin's Lions Legend Park as a "Historic District"; and

WHEREAS, Franklin developed as a farming community. There still are active farms in our City. What is missing in our historic village is a building to represent the farming family lifestyle of Franklin. To accomplish this, the Franklin Historical Society has worked for years to build a "Barn Museum"; and

WHEREAS, at its completion the Franklin Historical Society will have invested \$137,000, plus all the in-kind donations and the thousands of hours of FHS volunteer work; and

WHEREAS, sufficient appropriations are available within the Capital Improvement Fund: \$150,000 as specifically budgeted and an additional \$4,000 of the contingency appropriation, if needed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the City wishes to ensure that the Historical Barn Reconstruction in Lions Legend Park project will have sufficient total resources to successfully move forward and complete the vision of the Franklin Historical Society, toward which they have diligently engaged in fundraising for many years; and

BE IT FURTHER RESOLVED that up to \$40,000 of additional City resources from within the Capital Improvement Fund shall be designated as available to support the Historical Barn Reconstruction in Lions Legend Park project provided the Franklin Historical Society deposits with the City, prior to issuance of a construction contract, an additional \$35,000 to also be designated for this project, thereby bringing the remaining available total Franklin Historical Society contribution to \$113,915.

Introduced at a regular meeting of the Common Council of the City of Franklin this 20th day of March, 2018, by Alderman Taylor.

Passed and adopted by the Common Council of the City of Franklin this 20th day of March, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ____ NOES ____ ABSENT ____

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|------------------------------|--|-----------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE March 20, 2018 |
| Reports & Recommendations | MILWAUKEE COUNTY TRANSIT SYSTEM (MCTS) REQUEST TO PLACE A BUS STOP ON S. 27TH STREET IN VICINITY OF NORTHWESTERN MUTUAL WAY | ITEM NO. <i>6.7.</i> |

BACKGROUND

The Milwaukee County Transit System (MCTS) extended the purple line down S. 27th Street in 2017 from Walmart to Northwestern Mutual. This extension from W. Sycamore Street to W. Drexel Avenue involved adding a turnaround/stop on S. Riverwood Boulevard (near Lowes) and a turnaround at Northwestern Mutual's building entrance. All responses so far are that this route extension is a successful route with sustainable ridership.

With the construction of IKEA in Oak Creek on W. Drexel Avenue in 2018, MCTS would like to extend the route to IKEA which would eliminate the route turnaround/stop on S. Riverwood Boulevard and also entering Northwestern Mutual's property. The purple line would continue down S. 27th Street and east to a turnaround at IKEA, then back the same path.

ANALYSIS

This item was discussed at the March 13 Board of Public Works meeting and a motion was made to *"Recommend to council to approve the implementation of the Bus Stop infrastructure to the west side of 27th street as indicated on the documentation from the Milwaukee County Transit System."*

However, the following were noted:

- The eastern side of S. 27th Street (north bound) is an Oak Creek matter.
- The location noted on the south side of Northwestern Mutual Way as requested is preferable to the north side for sight distance reasons.
- The request does not include a concrete pad. Users would need to enter/exit the bus and step across a green space to get to the sidewalk.
- Signage consistent with the rest of MCTS is proposed.
- Any bus amenities are not expected to be paid for by the City.
- This location is State right of way and DOT permits are needed.

OPTIONS

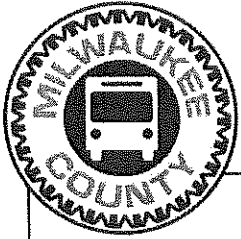
Approve or Table

FISCAL NOTE

This has no impact on City expenditures.

RECOMMENDATION

Motion to approve Milwaukee County Transit System request to place a bus stop on S. 27th Street south of Northwestern Mutual Way.



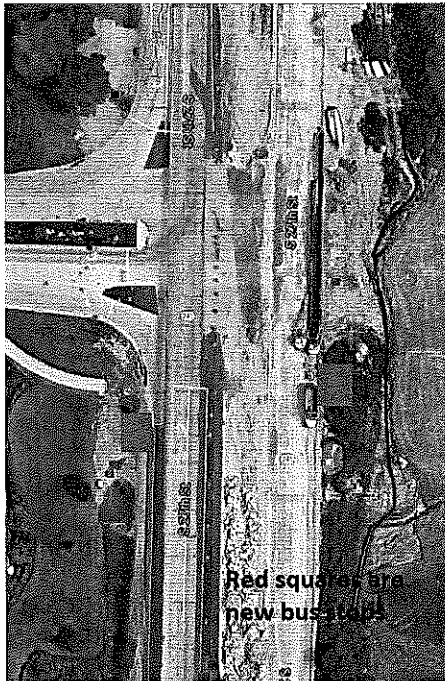
Milwaukee County Transit System

1942 NORTH 17TH STREET • MILWAUKEE, WISCONSIN • 53205-1697 • (414) 344-4550

City of Franklin Board of Public Works,

The Milwaukee County Transit System requests your permission to place two bus stops on South 27th Street near the Northwestern Mutual Campus. These stops will allow Northwestern Mutual employees to continue to access their office when the PurpleLine is extended to the new Ikea on Drexel Ave in Oak Creek.

The stops will be located just south of the stoplight at Northwestern Mutual Way on both east and west side of South 27th Street (map below). With your approval our staff will place the poles and blades for the bus stops just prior to service beginning on June 3rd 2018.



If you have any questions or concerns please contact Mitch Harris by phone (414) 937-3245 or email gharris@mcts.org

Thank you for your consideration,

Milwaukee County Transit System

| | | |
|----------------------------------|--|--------------------------------|
| APPROVAL <i>Slw</i> <i>PA</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE March 20, 2018 |
| REPORTS & RECOMMENDATIONS | AN ORDINANCE TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING THE 2018 ANNUAL BUDGETS FOR THE DONATIONS FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2018 TO PROVIDE APPROPRIATIONS FOR A POLICE DRONE | ITEM NUMBER <i>G.8.</i> |

Background

The Police Chief has purchased a drone to enhance the Police capabilities in providing Public Safety.

Fiscal Impact

The \$17,000 project will be funded from resources available in the Jan 1, 2018 Donations Fund balance. The project has no 2018 budget appropriation. The attached Budget Amendment will establish a 2018 appropriation.

Recommendation

Staff recommends approval of the Budget Amendment.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2018-____ amending Ordinance 2017-2301, an Ordinance adopting the 2018 annual budgets for the Donations Fund for the City of Franklin for fiscal year 2018 to provide appropriations for a Police Drone.

Roll call vote needed

Finance Dept - Paul

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2018 _____

AN ORDINANCE TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING
THE 2018 ANNUAL BUDGETS FOR THE DONATIONS FUND FOR THE CITY OF
FRANKLIN FOR FISCAL YEAR 2018, TO PROVIDE APPROPRIATIONS FOR A POLICE
DRONE

WHEREAS, the Common Council adopted the 2018 Budget for the City of Franklin providing resources and appropriations in the Donations Fund for 2018; and

WHEREAS, the Common Council desires to purchase a Police drone to provide public safety equipment; and

WHEREAS, there are sufficient resources in the Donations Fund to provide for this equipment; and

WHEREAS, the Common Council of the City of Franklin believes this expenditure provides for the well-being of the Community.

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

Section 1 That the 2018 Budget of the Donations Fund be adjusted as follows:

| | | | |
|--------|------------------|----------|----------|
| Police | Safety Equipment | Increase | \$17,000 |
|--------|------------------|----------|----------|

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

| | | |
|--|--|---|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE <i>3/20/2018</i> |
| REPORTS & RECOMMENDATIONS | REQUEST TO PURCHASE CAPITAL EQUIPMENT FOR THE POLICE DEPARTMENT | ITEM NUMBER <i>G.9.</i> |

The Police Department requests authorization to proceed with the purchase orders for various capital expenditures as approved in the police department's 2018 budget:

Personal Protection Equipment Kits for the squads (30), \$2,700
Radio Console Indicator Lights, \$3,500
UPS (Uninterruptible Power Supply) batter replacement, \$3,100
7 Remington R870 Shotguns for \$7575.00
6 Taser X-2's with 4 year extended warranty for \$11,187.00

Council Action Requested

Approval purchase of capital items in the 2018 Police Department Budget as requested.

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 03/20/2018 |
| REPORTS AND RECOMMENDATIONS | INTERSECTION EVALUATION OF W. DREXEL AVENUE AND S. 51ST STREET | ITEM NUMBER G.10. |

BACKGROUND

At the November 21, 2017, Common Council meeting, a professional services contract with RA Smith was approved for the Intersection Evaluation of W. Drexel Avenue and S. 51st Street. This evaluation is complete and representatives from RA Smith will be at the meeting to give a brief presentation on the results.

ANALYSIS

RA Smith plans to attend the Common Council meeting to discuss the enclosed conceptual layout, updated cost estimate, and operational summary for a roundabout option. At the meeting, they will discuss the inability to perform a similar evaluation for the improved intersection option.

FISCAL NOTE

\$750,000 construction for this intersection is included in the proposed 2018 budget. It is proposed that design occur in 2018 with any construction project to occur in 2019 to best coincide with school calendar.

COUNCIL ACTION REQUESTED

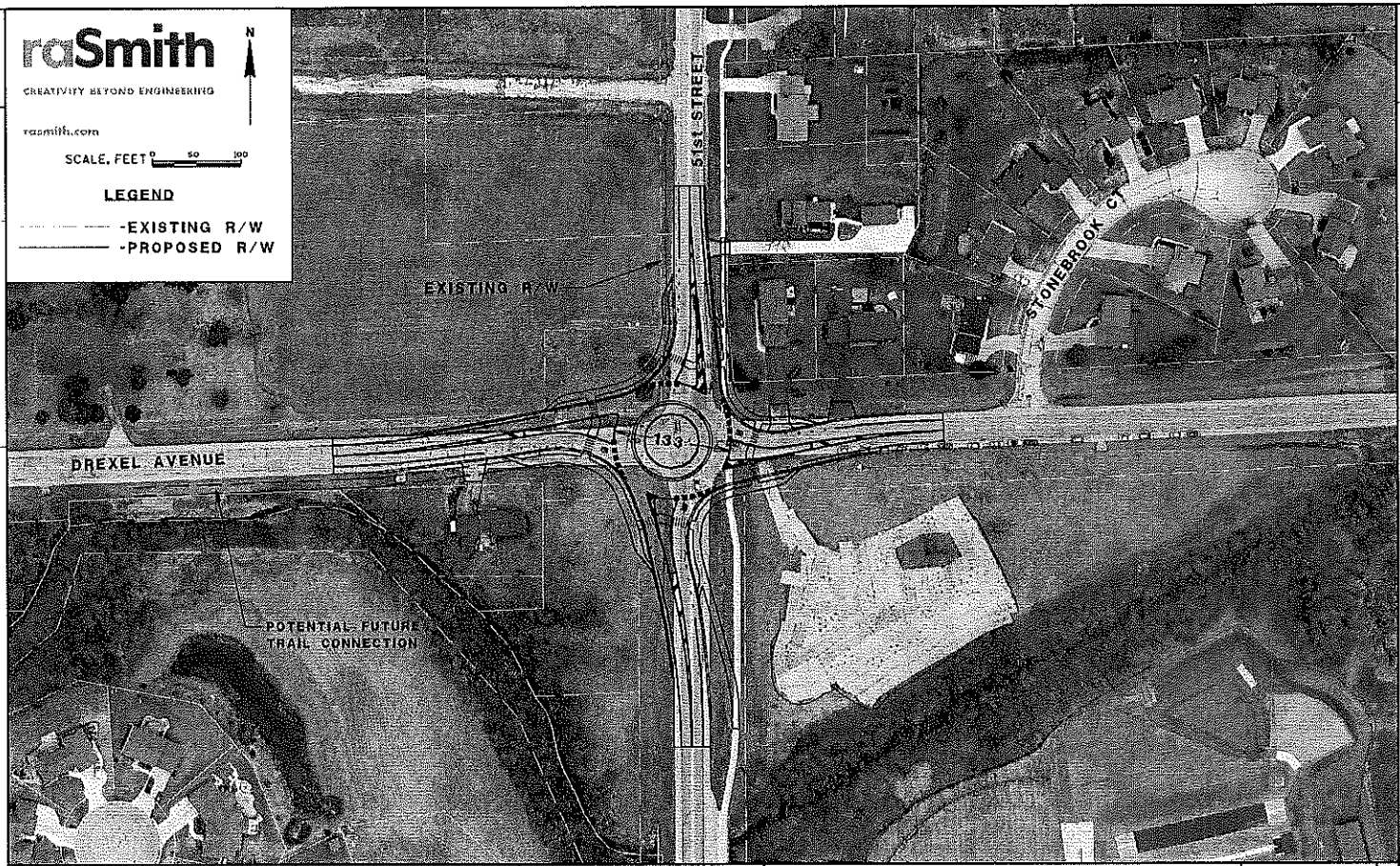
Direct Staff to negotiate and develop a scope and fee for professional design services related to the improvement of the intersection of S. 51st Street and W. Drexel Avenue.

Engineering Department

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LEGEND

- EXISTING R/W
- PROPOSED R/W



raSmith *1170208

CITY OF FRANKLIN

51ST STREET/DREXEL AVE CONCEPTUAL ROUNDABOUT

DATE: 2/9/18

E

FILE NAME : K:\1170208\Francis\130\Smith\17-51st & Drexel Conceptual RAB.dgn

PLOT DATE : 2/8/2018

PLOT BY : DGP

PLOT NAME :

PLOT SCALE : 1"=100'-0" (1"=100'-0") WISDOT/CADDIS SHEET 42

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TABLE 1
Year 2050 Roundabout Operational Summary
S. 51st Street & Drexel Avenue

| Peak | Output | Operational Output By Approach | | | |
|-----------------|--------|--------------------------------|-----------|------------|------------|
| | | Eastbound | Westbound | Northbound | Southbound |
| AM | LOS | E | C | C | B |
| | Delay | 43.3 | 20.9 | 21.6 | 10.7 |
| | Queue | 375' | 190' | 195' | 65' |
| School (MID) | LOS | A | B | B | B |
| | Delay | 8.8 | 14.3 | 14.8 | 10.5 |
| | Queue | 50' | 105' | 135' | 65' |
| PM | LOS | B | C | B | B |
| | Delay | 14.3 | 16.4 | 12.9 | 14.3 |
| | Queue | 120' | 150' | 90' | 105' |

Conceptual Cost Estimate

2/8/18

raSmith #1170208
51st Street/Drexel Ave Roundabout
City of Franklin

| ITEM | QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|--------|------|---|-------------|-----------|
| 205.0100 | 7,410 | CY | EXCAVATION COMMON | \$15.00 | \$111,150 |
| 305.0110 | 340 | TON | BASE AGGREGATE DENSE 3/4-INCH | \$22.00 | \$7,480 |
| 305.0120 | 6,150 | TON | BASE AGGREGATE DENSE 1 1/4-INCH | \$15.00 | \$92,250 |
| 405.0100 | 110 | CY | COLORING CONCRETE RED | \$75.00 | \$8,250 |
| 416.0160 | 250 | SY | CONCRETE DRIVEWAY 6-INCH | \$45.00 | \$11,250 |
| 416.0512 | 310 | SY | CONCRETE ROUNDABOUT TRUCK APRON 12-INCH | \$50.00 | \$15,500 |
| 455.0605 | 390 | GAL | TACK COAT | \$3.00 | \$1,170 |
| 460.6223 | 960 | TON | HMA PAVEMENT 3 MT 58-28 S | \$75.00 | \$72,000 |
| 460.6224 | 640 | TON | HMA PAVEMENT 4 MT 58-28 S | \$75.00 | \$48,000 |
| 601.0405 | 200 | LF | CONCRETE CURB & GUTTER 18-INCH TYPE A | \$17.00 | \$3,400 |
| 601.0407 | 920 | LF | CONCRETE CURB & GUTTER 18-INCH TYPE D | \$16.00 | \$14,720 |
| 601.0411 | 1,880 | LF | CONCRETE CURB & GUTTER 30-INCH TYPE D | \$14.00 | \$26,320 |
| 601.0582 | 290 | LF | CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE T | \$17.00 | \$4,930 |
| 602.0405 | 13,460 | SF | CONCRETE SIDEWALK 4-INCH | \$4.00 | \$53,840 |
| 619.1000 | 1 | EACH | MOBILIZATION (@ 5% CONSTRUCTION) | \$37,000.00 | \$37,000 |
| SPV.0105 | 1 | LS | STORM SEWER/DRAINAGE ITEMS | \$60,000.00 | \$60,000 |
| SPV.0105 | 1 | LS | LIGHTING | \$60,000.00 | \$60,000 |

CONSTRUCTION SUBTOTAL \$628,000

CONSTRUCTION, MISC ITEMS (EROSION CONTROL, PAVT. MARKING, SIGNING, ETC.) 25% \$157,000

CONSTRUCTION TOTAL (2018 DOLLARS) **\$785,000**

CONSTRUCTION TOTAL (2020 DOLLARS, 2.5% INFLATION) 2.5% **\$825,000**

REAL ESTATE NEEDS

| | | |
|-------|----|-----------------|
| 5,000 | SF | TLE (6 PARCELS) |
| 6,100 | SF | FEE (5 PARCELS) |

Prepared By: raSmith

Note: Unit prices based on Bid Express searches of similar quantities from projects in the area.

Estimate does not include an estimate of costs for relocation of public or private utilities.

| | | |
|------------------------------|---|-----------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE March 20, 2018 |
| Reports & Recommendations | Authorization for Dept. of Public Works to Purchase Replacement Playground Equipment for Glen Meadows Park for \$9,228.11 | ITEM NO. <i>G.11.</i> |

BACKGROUND

The Department of Public Works is requesting authorization to purchase replacement playground equipment, including a Space Whirl, Backhoe Digger, and Expression Swing, from GameTime for Glen Meadows Park, located at 7362 S. 37th St.

It has been requested that playground equipment be placed in this park to compensate for the removal of an old merry-go-round and digger that were removed due to liability issues. See attached email correspondence and information related to playground safety.

ANALYSIS

Staff proposes that the City purchase replacement equipment from GameTime (a Playcore Company), including a Space Whirl (Part #6118), a Backhoe Digger (Part #6197), and an Expression Swing 5" x 8" (Part # 5145). (Note: The Expression Swing, Part #5145, does not appear on the company's website, however has been verified as the part with the correct 5" hangers needed by the City.)

A quote from GameTime has been received in the amount of \$9,228.11 for all three pieces of equipment. In addition, DPW is utilizing an unused swing set structure to accommodate the expression swing.

This request was discussed at the 03/12/2018 Parks commission meeting and they are forwarding to the Common Council recommending approval.

OPTIONS

Approve or Table

FISCAL NOTE

The 2018 Capital Outlay fund had a \$50,000 contingency appropriation. Earlier the Common Council used \$6,800 for Highway GPS system on the snow plows. This project will encumber a further \$9,300 – leaving \$33,900 in contingency appropriations for the balance of 2018.

RECOMMENDATION

Motion to purchase three pieces of replacement playground equipment from GameTime for Glen Meadows Park, in the amount of \$9,228.11 from the Capital Outlay Contingency appropriations.

DPW: WMD

Glen Morrow

From: Bill Dudash
Sent: Tuesday, February 27, 2018 11:33 AM
To: Glen Morrow
Subject: FW: Questions on old park play equipment - Liability Concerns
Attachments: 1204PM - play.pdf

Importance: High

Glen,

I also called a playground vendor who referenced the speed inhibitor and after the response from the insurance representative I felt it was in the City's best interest to remove and not paint the equipment.

Any questions, please let me know.

Bill Dudash
Superintendent - Public Works

From: Lisa Huening
Sent: Thursday, December 28, 2017 12:38 PM
To: Bill Dudash
Subject: FW: Questions on old park play equipment - Liability Concerns
Importance: High

Hi Bill,

Please see the email below from our insurance rep in response to your questions/concerns pertaining to the old park play equipment (merry go round and digging machine) and his recommendation. He does recommend removing the old pieces if possible. He also provided (attached) some resource info on playground equipment/safety.

Please acknowledge receipt.

Thanks

Lisa
Lisa Huening
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
414-858-1100

From: Huibregtse, Scott [<mailto:Scott.Huibregtse@rrins.com>]
Sent: Thursday, December 28, 2017 12:11 PM
To: Lisa Huening
Subject: RE: Questions on old park play equipment

Hi Lisa,

Yes, trying to get to the end of the year.....safely!

Regarding below, yes any older equipment with greater potential for injury becomes more of a liability exposure. To that end, you still have the statutory immunity limiting the amount of suit, however, avoiding a suit is the key so I would

concur with removing the equipment if possible. Attached is some information on playground safety and resource info that your DPW may find helpful.

Have a happy New Year!

Scott

From: Lisa Huening [<mailto:LHuening@franklinwi.gov>]
Sent: Thursday, December 28, 2017 9:01 AM
To: Huibregtse, Scott
Subject: Questions on old park play equipment
Importance: High

Hi Scott,

Hope you are enjoying the holidays!

Our DPW Superintendent has gotten some inquiries/complaints on a few old park play pieces and wanted me to ask if they are more a liability issue now and if they should be removed.

One piece is an old merry-go-round which does not have an inhibitor on it like the ones do now-a-days, to slow it or that it can only go a certain overall speed. The other piece is a very old digging machine which has some pinch points that he believes are no longer on the newer versions.

So are we more at risk with these older pieces that they should be removed?

Any info/recommendation would be appreciated.

Thanks

Lisa
Lisa Huening
Department of Administration
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
414-858-1100
lhuenig@franklinwi.gov

Scott Huibregtse ARM | R&R Insurance Services, Inc.
Senior Account Executive
N80 W14824 Appleton Ave Menomonee Falls WI 53051
Scott.Huibregtse@rrins.com | www.myknowledgebroker.com
phone & fax: 262-502-3830 | cell: 414-520-0606



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U.S. Organizations Concerned with Playground Safety

- CPSC – US Consumer Products Safety commission
 - Handbook for Public Playground Safety, Pub. No. 325 (2008)
 - Handbook for Home Playground Safety, Pub. No 324 (2005)
 - Only Federal Agency that has authority to have equipment removed
 - www.cpsc.gov
 - **Federal Guideline (1981-2008)**
 - ASTM – American Society for Testing & Materials
 - **National Voluntary Standard F1487-11 (2011)**
 - www.astm.org
 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
 - World's largest voluntary standard
-

Other Relevant ASTM Standards

- F2373 – Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 months through 23 months (2005)
- F1292 – Method to Test Impact Attenuation of Safety Surfacing for Playgrounds
- F1951 – Method to Test Accessibility of Safety Surfacing for Playgrounds
- F2049 – Guide for fencing/Barriers for Playgrounds (Use this if decide to fence)
- ~~F2075 – Engineered Wood Fiber Safety Surfacing (15 different manufacturers)~~

U.S. Organizations Concerned with Playground Safety

- **IPEMA – International Playground Equipment Manufacturers Association**

- New designs are sent to IPEMA
- Piece of equipment is IPEMA Certified not a manufacturer
- www.ipema.org

- **NPCA – National Playground Contractor's Association**

- www.playground-contractors.org/
 - International organization
-

U.S. Organizations Concerned with Playground Safety

- NPSI – National Playground Safety Institute
 - www.nrpa.org
 - Certified Playground Safety Inspector Course & Certification
 - NPPS - National Program for Playground Safety
 - www.uni.edu/playground/
 - Videotapes, newsletters and a SAFE Playground Supervision Kit
 - www.playgroundsafety.org
-

Significant Revisions for CPSC 2008

- Equipment guidelines for toddlers, guidelines for track rides and log rolls, exit zone requirements for slides
 - Critical height table revised, suggestions for surfacing over asphalt added
 - Suggestions on sun exposure added
 - Editorial changes to make the handbook easier to understand and use
-

U.S. Law

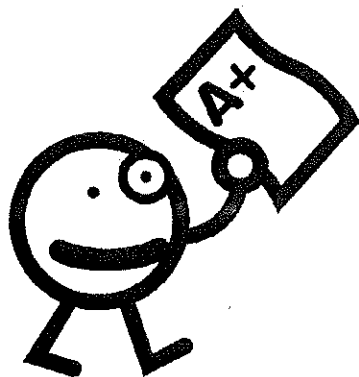
- Is there a national playground safety law? NO
 - WI enforces playground safety criteria as a “Standard of Care”
 - All new or rebuilt playgrounds are subject to the ADAAG (American with Disabilities Act Accessibility Guidelines), ADA/ABA
 - Installation Procedures
-

Additional Information

- Magazine Today's Playground
www.todaysplayground.com
\$30/year
- Wis. Stats. 895.52,
Recreational Use Statute



Wisconsin's Playground Safety Report Card



- 2000 = C-
 - 2004 = B+
 - Park Grade
 - 2000 = D+
 - 2004 = B+
 - School Grade
 - 2000 = C-
 - 2004 = B+
- UNITED STATES = C+
-

U.S. Law

- Is there a national playground safety law? NO
 - WI enforces playground safety criteria as a “Standard of Care”
 - All new or rebuilt playgrounds are subject to the ADAAG (American with Disabilities Act Accessibility Guidelines)
-

ADA Accessibility Guidelines (ADAAG)

- Federal Register October 2000
 - <http://www.access-board.gov/ada-aba/final.cfm>
 - Approach, Enter & Use
 - Minimum Number of accessible play components both ground level and elevated play components
 - Firm, stable & slip resistant accessible route (60-inch pathway)
-
- IPEMA Checklist for Access



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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 3/20/2018 |
| REPORTS AND RECOMMENDATIONS | Approval of a New Job Description for the Position of Lead Dispatcher | ITEM NUMBER G.12. |

The Dispatch Department currently consists of 14 Dispatchers and 1 Emergency Services Communication Supervisor. The Police Chief requested to change 2 of the Dispatcher positions into Lead Dispatchers. These positions were approved by Common Council and incorporated into the 2018 budget.

The Lead Dispatchers would be assigned to work the early shift and the late shift during the times that the Emergency Services Communication Supervisor is typically not there. They would act as lead persons and help with training, coordinating assignments, handling emergency scheduling situations, etc.

The Lead Dispatcher position has been ranked as a salary grade 6, which is one grade higher than the Dispatcher position. It should be noted that the Lead Dispatcher will not be paid the additional \$.50/hour Certified Trainer pay as the training responsibilities are already built into the new job and salary range.

The proposed job description is attached for your review. The job description was taken to the Personnel Committee on 2/19/18. The Committee voted unanimously to recommend the approval of the job description with no changes.

COUNCIL ACTION REQUESTED

Motion to approve the job description for Lead Dispatcher.

Human Resources: DMZ

CITY OF FRANKLIN
Job Description

Job Title: Lead Dispatcher

Department: Police

Reports To: Communication Supervisor

Appointing Authority: Chief of Police

Salary Level: Salary Grade 6

FLSA Status: Non-Exempt

Prepared By: Dana Zahn, Human Resources Coordinator

Prepared Date: December 13th, 2017

Approved By: **Personnel Committee 2/19/2018**
Will be brought to CC 3/20/2018

Approved Date:

Summary

The Lead Dispatcher will perform lead dispatch work which will include coordination, training, guidance and instruction, as well as performing dispatching and call taking duties, point of contact and support duties.

Essential Duties and Responsibilities

Performs all duties of a Dispatcher/Clerk.

Trains new employees.

As a lead person, directs and reviews work of Dispatcher/Clerks on an assigned shift.

Ensures quality customer service and monitors performance by reviewing major events to ensure proper procedures have been followed and notifications have been made and by completing random quality assurance checks.

Assists with performance coaching to Dispatcher/Clerks.

Provides assistance to staff members as needed and acts as an advocate, when appropriate, for assigned employees to management staff in problem-solving situations.

Receives comments, complaints and/or inquiries and passes information on to Communications Supervisor, and provides guidance and instruction back to appropriate individuals.

Coordinates and directs emergency incidents in the Communications Center in the absence of a Supervisor.

In the absence of a Supervisor, maintains staffing levels by making necessary notifications to fill short term or posted overtime.

Promotes safety in the workplace by modeling safe work practices, completes injury forms if needed, and reports any safety hazards in the workplace to Administration.

Informs Communication Supervisor of major incidents, complaints or commendations.

Other duties as assigned by the duty supervisor.

Any and all other duties as assigned by the Chief of Police.

Supervision Received

The Lead Dispatcher works under the supervision, direction, and guidance of the Emergency Services Communications Supervisor, or duty supervisor in the absence of the Emergency Services Communications Supervisor.

Supervision Exercised

Acts as lead person to Dispatcher/Clerks working on the same shift. Ensures policies, procedures, rules and regulations are followed. Inform Communication Supervisor of significant and/or repetitive violations of above.

Education and/or Experience

Graduation from high school or GED equivalent. Minimum of two (2) years as a non-probationary City of Franklin Dispatcher/Clerk or commensurate level of lateral experience. Experience or education in conflict management and interpersonal communication and the demonstrated ability to establish and maintain effective working relationships with others required. Must be able to type at least 35 words per minute.

Language Skills

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Mathematical Skills

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Computer Skills

Ability to learn and efficiently use various computer programs including Microsoft Word, Computer Aided Dispatch, telephone and records systems, and other systems that are or may be adapted for use by the police department is required.

Certificates, Licenses, Registrations

Possess and maintain a Basic Telecommunicator certificate; possess and maintain Association of Public Safety Communications Certified Training Officer certification (APCO CTO); possess and maintain Advanced Transaction Information for Management of Enforcement (TIME) System certification and TIME Agency Coordinator (TAC) certification. (The aforementioned certificates must be obtained within 6 months of appointment to the position.) Health Care Provider CPR certified, if required by the Department. Valid WI Driver's license is required.

Other Qualifications

Ability to make independent judgments, which may have serious impacts on the organization or community.

Ability to report to work on time.

Ability to be available for work.

Ability to maintain confidentiality of information.

Ability to multi-task with good attention to detail.

Ability to model and promote respect for others and diversity in the workplace.

Ability to apply department policies and procedures in daily operations.

Ability to handle stressful situations.

Skill in operation of the listed tools and equipment.

Ability to make quick decisions in the absence of clearly defined procedures.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Ability to enter, retrieve and analyze computer information quickly and accurately.

Ability to effectively meet and deal with the public.

Ability to perform cashier duties accurately, *inclusive of balancing a cash register.*

Ability to adjust to changes in the organization.

Ability to react with a positive attitude in response to management directions.

Other Skills and Abilities

Tools and equipment used: Personal computer software programs, copy machine, fax machine, telephone operating system, Computer Aided Dispatch (CAD), 800 MHz Trunked Radio System, and cash register.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to operate, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to *stand* and walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision and peripheral vision.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.


The work schedule, the circumstances being reported to and addressed by a Dispatcher, and the emergency nature of the work performed may create a moderately stressful work environment.

Miscellaneous

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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| APPROVAL  | REQUEST FOR COUNCIL ACTION | MEETING DATE 3/20/2018 |
| REPORTS & RECOMMENDATIONS | Authorization for Renewal of a Contract with Inspiron Logistics for the Emergency Notification System | ITEM NUMBER <i>G.13.</i> |

The City has contracted with Inspiron Logistics LLC since 2010 for its Emergency Notification System. The current term of the City's Emergency Notification System is set to expire April 21, 2018. The Director of Administration recommends continuing the service with Inspiron Logistics and the Health Director confirms that the service is an integral and important component of his public communication strategy and requirements. Although we did have the one service issue in 2013 and one other limited unique service issue where a glitch in the programming caused sporadic issues in receiving text responses in special user group notifications, those issues were fully resolved some time ago and the City has not experienced any other issues since. Inspiron Logistics has continued to improve their software and any such software upgrades are extended to us with the basic service.

Attached is a copy of the new contract which mirrors exactly our current contract except for changes to dates. This new contract will again cover a two-year term, April 22, 2018 through April 21, 2020, with the ability for an additional year renewal. The annual cost is \$9,600, the same cost as the current contract, and was anticipated in the budget. \$6,400 of the cost is covered by a Health Department "Public Health Emergency Prep" Grant (25.0000.5410.7034), and the other \$3,200 is a cost anticipated in the Information Services budget.

The Director of Administration requests approval authorizing the Mayor and City Clerk to execute the attached contract since it is identical to our current agreement already in place, except for date changes as mentioned above.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor and City Clerk to execute the attached contract renewing the WENS Service Agreement with Inspiron Logistics for the Emergency Notification System for the same annual rate of \$9,600 and to authorize release of payment for the first year period of 4/22/2018 through 4/21/2019.

WENS SERVICE AGREEMENT

This WENS Services Agreement (this "Agreement") is entered into by and between Inspiron Logistics LLC, an Ohio Corporation with its principal office located at 4000 Embassy Pkwy, Suite 100, Akron OH 44333 ("Inspiron Logistics") and City of Franklin with its principal office located 9229 W. Loomis Road, Franklin, WI 53132 ("Customer"), effective as of the 21st day of April 2018 (the "Effective Date").

1. Scope of Services.

1.1 Services. In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the "Services"):

(a) Setup of a WENS Account whereas Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters;

(b) Pre-population of "Canned" Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch;

(c) Use of WENS Account, providing an emergency notification service with functionality and support, at a minimum, as set forth in Attachment A, which is incorporated herein by reference; and

(d) Provide the Customer training for internal personnel on the WENS Platform and how to best utilize its functionality.

1.2 Updates. From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform ("Updates"). Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available.

1.3 Restrictions. Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform; (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other similar services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder. Inspiron Logistics acknowledges that the customer must comply with all Wisconsin Record laws.

1.4 Ownership. Inspiron Logistics is, and shall remain, the licensee or the owner of the Platform and any related documentation and all related and intellectual property, including without limitation, all copyright, trade secret, patent, trademarks and other intellectual property

rights therein and including any derivative works made during the Term or thereafter ("Inspiron Logistics Property"). No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to Inspiron Logistics all of its right, title and interest in any such Inspiron Logistics Property. Any and all meta-data contained within the Platform such as (i) individuals' personal information, (ii) private contact information, (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity.

2. Account.

2.1 Approval of Account. Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time. In the event Customer does not agree such requirements are reasonable and mutually agreeable language cannot be reached, this agreement will be terminated upon 15 days' notice by either party.

2.2 Customer Responsibilities.

(a) Approvals. Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account.

(b) Directions. Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any Directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing or email.

2.3 Trademarks. Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display

the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3. Fees.

3.1 Fees. In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively, the "Fees"):

(a) Account Set-up Fees: For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

(b) Annual Account Maintenance Fees: For each Account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

4. Term.

4.1 Term. The term of this Agreement commences on the Contract Term Date and continues for Two (2) years thereafter (together with any renewal term, the "Term") as specified in Schedule A. At the end of the Two (2) years' service, this agreement will automatically renew for an additional year unless customer provides written notice of Termination with no less than Sixty (60) days' notice following the end of that year's contract period. In the event, notice occurs after the end of that year's contract period but prior to the end of the 60-day notice period, Customer shall be liable for and promptly pay a prorated share of the Annual Account Maintenance Fee. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum and mutually agreeable language cannot be reached, this agreement will immediately be terminated by written notice by either party.

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if: (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors; or (ii) the other Party materially breaches its obligations under

this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach; or (iii) Inspiron Logistics has more than two failures, each noticed in writing by Customer, to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error, except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

4.3 Effect of Termination. Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other. In the event of termination in advance of the term of the Agreement with cause, Customer shall be promptly refunded a prorated amount of the service fee paid, which payment amount shall equal the amount paid by the Customer times a ratio calculated as the amount of days left in the initial term (or then current annual term) of the Agreement divided by the number of days in the initial term (or then current annual term) of the Agreement.

5. Confidentiality.

5.1, Confidential Information. Each party ("Recipient") acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the other party ("Disclosing Party").

5.2. Duties. Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the extent permitted by law will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

5.3. Exceptions. The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure.

5.4. Ownership of Confidential Information. The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Liability/Warranty

6.1 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR AMOUNTS OWED HEREUNDER AND CLAIMS ARISING OUT OF SECTIONS 1.3, 6, AND 8, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$19,350.

6.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

(b) Inspiron Logistics Warranty. Inspiron Logistics hereby represents and warrants that (i) it shall perform all Services in a good and workmanlike manner.

The foregoing shall not be construed as a warranty that the Platform of Services will function without error.

(c) Exclusive Remedies. For any breach of the warranties set forth in Section 6.2(b), Customer's sole and exclusive remedy and Inspiron Logistics' entire liability shall be, at Customer's discretion, either: (a) correct the error that caused the breach of warranty; (b) re-perform the Services; or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement.

7. Carrier Restrictions/Requirements.

7.1 General Carrier Restrictions. Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment, (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with or authorize or enable Inspiron Logistics to comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event of a suspension of Inspiron Logistics' performance for more than 15 days, this agreement may be terminated immediately upon written notice by either party.

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or a violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carriers' network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict

sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such time as the complaint is remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

7.3 Damage to Carrier Property. Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for any lack of privacy or security experienced when using the Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered; and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, uninterrupted, and free from unauthorized access or that all messages will be delivered.

8. Miscellaneous.

8.1 Technical Terms. Each word and abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning.

8.2 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars.

8.3 Remedies Cumulative. Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative, not alternative.

8.4 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee County in the State of Wisconsin for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement.

8.5 Notices. All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at their respective addresses first written above, or at such other address as may have been designated in accordance with the provisions of this paragraph.

8.6 No Partnership. Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.

8.7 No Waiver. A waiver by either of the Parties of any term or condition of this Agreement in any particular instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether or not of the same or similar nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

8.8 Severance. If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or unenforceable it shall be deemed to have been severed from this Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

8.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties. There are no additional or collateral representations, warranties, terms, conditions, expectations or agreements between the Parties regarding the subject matter hereof, except those expressly set forth herein.

8.10 Amendment. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties.

8.11 Assignment. Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement, without the prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interest to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

8.12 Further Assurances. The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

INSPIRON LOGISTICS CORP.

By: _____

Name: Scott Dettling

Title: President

CUSTOMER

City of Franklin, WI, EMA

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



SCHEDULE A

1. Contract Term Date:

Year 1: 4/22/2018 - 4/21/2020

2. Account Set-up Fee: (waived)

3. Total Combined Account Maintenance Fee and Payment Due Dates

\$ 9,600.00 due 4/22/2018

\$ 9,600.00 due 4/22/2019

- *Basic Package includes 70k completed voice calls*
- *1/3 of unused voice calls from previous year rollover to the next contract year*

WENS SERVICES AGREEMENT

Attachment A: System Functionality and Support

Page 1

In addition to text, email, and paging functionality, Inspiron Logistics will retain a voice-call service capability, will retain the ability to distinguish tornado warnings from tornado watches, will send out notices only for those weather events offered by the City and selected by residents through an opt-in procedure, and will retain the ability to send notices based on longitude/latitude polygons as established by NOAA and not based upon FIPS codes.

Inspiron Logistics will

- 1) achieve a 120-second turn around time between receipt of a weather notice from NOAA and sending out a weather notice to registered citizens;
- 2) maintain at least 3 call centers at least two of which must be in different states;
- 3) maintain an "Opt-in" screen that a) allows for citizen self-registration of an unlimited number of phone numbers and e-mail addresses per household or business, but which may require multiple registrations by the citizen, b) allows for unlimited Customer modification to the screen, as performed by Inspiron Logistics, to enable registration for different call groups, such as but not limited to special issue notifications, c) allows the City to determine what NOAA weather alerts are placed as a selectable option for its residents (example: Tornado Warnings), and d) enables the Customer to alter Customer's opt-in options during the year and to "map" or transfer to other call groups, as Customer determines, citizens who have previously opted-in;
- 4) maintain a "maximum number of characters per message" of not less than 160 characters;
- 5) notify Customer immediately of any outages that could affect the ability to transmit a message if an emergency arose;
- 6) maintain an Imaging & Video Delivery System available for Customer's use;
- 7) cooperate with the Customer who will coordinate with the local telephone company to determine an appropriate per-minute call rate, which shall begin at the default rate of 300 per minute;
- 8) maintain a citizen "response" capability, which may serve as a survey feature;
- 9) provide unlimited, free outgoing text, paging, and email messages and services;
- 10) provide on-line, web-based training as reasonably required by the Customer to ensure Customer can maintain properly trained staff in the event of employee turnover or expanded system use by Customer;
- 11) maintain a staffed customer support line available to Customer 24 hours per day, every day; and
- 12) maintain a Customer-accessible mapping tool allowing distribution of messages within geographically mapped polygons.

The Customer may

- 1) name brand the system at the Customer's discretion;
- 2) determine the number to appear in Caller ID location;
- 3) provide, monthly or as otherwise determined by Customer, an update to the 911 database, and Inspiron Logistics will update the WENS database accordingly at no cost to Customer and will import and scrub the database against previous versions;
- 4) offer, at no extra cost to the Customer or the participating organization, the use of the WENS system for delivery of messages by other governmental and quasi-governmental organizations associated with the City of Franklin, including but not limited to local school systems and the Customer's Boards, Commissions, and Committees, but excluding hospitals and private businesses;
- 5) have an unlimited number of administrators and/or administration accounts and an unlimited number of Groups and Sub Groups; and
- 6) use screen information or copyrighted text describing the service in Customer's promotional material designed to market the service and generate "opt-in" clients without violating restrictions on such use as may be set forth in the Agreement.

Citizens may opt-in land lines and cell phones, including non-local numbers, but must be a United States number.

WENS SERVICES AGREEMENT

Attachment A: System Functionality and Support

Page 2

A completed call is a call answered by a person or an answering machine.

The Customer is not charged for calls in error or calls necessary to provide "cancellation" or other corrective notification. "Not charged" means that such calls will not be counted as a completed call and will not be counted against the total number of calls allowed by the Agreement.

If the contract is terminated for whatever reason as provided for in the contract, the database of opt-in numbers and the related opt-in selections will be transferred, at no cost to the Customer or the subsequent vendor, if any, to the Customer or the subsequent vendor, as determined by the Customer. The data shall be transferred in a file format meeting generally accepted industry standard or an Excel database, as determined by the Customer.

OTHER SUPPORT ISSUES:

1. Insurance. Inspiron Logistics shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in amounts at least equal to the minimum limits set forth below:

| | |
|--|-------------|
| A. Limit of General/Commercial Liability | \$2,000,000 |
| B. Professional Liability | \$1,000,000 |

Certificates of insurance evidencing the above shall be delivered to the Client upon request and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability.

2. Indemnification. To the fullest extent permitted by law, Inspiron Logistics shall defend, indemnify and hold harmless Customer, Customer's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees, charges, and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Inspiron Logistics, its officers, directors, employees, agents and consultants with respect to this Agreement.

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

Failure to continually meet the functionality and service requirements set forth herein shall constitute a breach of the Agreement, which breach may be cured in accordance with Section 4.2 of the Agreement, or a "failure" in accordance with Section 4.2 of the Agreement.

Section 4.2 shall be amended by striking (ii) and (iii) in their entirety and inserting the following in their place:

(ii) the other Party materially breaches its obligations under this Agreement or Inspiron Logistics fails to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.



CERTIFICATE OF LIABILITY INSURANCE

INSPI-1

OP ID: RD

DATE (MM/DD/YYYY)

09/08/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Strachan-Novak Insurance
Services LLC
2190 E Enterprise Parkway
Twinsburg, OH 44087
Robert A Strachan

Phone: 330-963-3800

Fax: 330-963-3811

CONTACT

NAME:

PHONE
(A/C, No, Ext):FAX
(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Admiral Insurance Company

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Inspiron Logistics LLC
4000 Embassy Plwy Ste 100
Akron, OH 44333

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|----------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | X | EO000033494-01 | 05/03/17 | 05/03/18 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE \$ 1,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | \$ |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | AGGREGATE \$ |
| | DED RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is named as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: CO000003312-01

AI 08 76 02 03

Issued Date: 09/20/2017

Effective Date: 05/24/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO THE LIMIT OF LIABILITY

This endorsement modifies insurance provided under the following:

ADMIRALPRO DELTA® TEC

In consideration of the additional premium, it is agreed that the Declarations Page is amended to read as follows:

Item II: Third Party Limits of Liability:

Each Claim \$1,000,000
Aggregate \$2,000,000

Item V: First Party Limits of Liability:

Privacy Breach Expenses- Per Event \$1,000,000
Business Interruption & Electronic Data Restoration – Per Event \$1,000,000
Aggregate \$1,000,000

Item VIII: Commercial General Liability Limits

Each Occurrence \$1,000,000
General Aggregate \$2,000,000
Products-Completed Operations Aggregate \$2,000,000
Personal & Advertising Injury \$1,000,000
Damage to Premises Rented to You \$50,000
Medical Payments (per Person) \$5,000

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND APPLY

Date Issued: 09/20/2017

AI 08 76 02 03

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Page 1 of 1



Policy Number: CO000003312-01

ME 00 08 11 04

Issued Date: 09/20/2017

Effective Date: 05/24/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED LIMITS OF LIABILITY
SCHEDULED RETROACTIVE COVERAGE**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the Additional Premium paid, it is understood and agreed that the Limits of Liability and Retroactive Dates stated in the Declarations of this policy are amended to apply as follows:

Item IV. Third Party Wrongful Acts

| <u>Retroactive Date</u> | <u>Limits of Liability per Claim</u> | <u>Aggregate Limits of Liability</u> |
|-------------------------|--------------------------------------|--------------------------------------|
| 05/03/2016 | \$1,000,000each Claim | \$1,000,000 Aggregate |
| 05/24/2017 | \$1,000,000each Claim | \$2,000,000 Aggregate |

Additional Premium: \$379.00

It is further understood and agreed that the Policy Limit of Liability – Aggregate as stated in the Declarations, is the maximum amount we will pay for all **claim expenses** and **damages** for all **claims** covered under this policy regardless of the number of retroactive dates included in this endorsement.

All other terms and conditions of the policy remain unchanged and apply.

Date Issued: 09/20/2017

ME 00 08 11 14

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Page 1 of 1 ☐

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|--|--|---|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 3/20/18 |
| REPORTS AND RECOMMENDATIONS | Recommendation from the St. Martins Fair Commission to Amend the Municipal Code to Establish First Monday of the Month Fairs from 3:00 p.m. to 7:00 p.m. | ITEM NUMBER <i>G.14.</i> |

At the March 21, 2017 Common Council meeting, at the recommendation of the Fair Commission, an ordinance was adopted to establish the St. Martins Every Summer Monday Market Fair from 3:00 p.m. to 7:00 p.m.. The intent was to expand the green market/farmers market activity at the Monday Fairs by holding them weekly. Fifteen non-Labor Day Fairs were held, with the number of vendors ranging from 3 to 7 and a relatively low-turnout attendance.

After a review of the 2017 St. Martins Every Summer Monday Market Fairs at their meeting of March 7, 2018, the Fair Commission approved a motion to recommend that the Common Council re-establish the First Monday of the Month Fairs from May through October; however, keeping the current times of operation from 3:00 p.m. to 7:00 p.m. with the Monthly Fairs to continue to be held in the Market Square area. If the Common Council supports this recommendation, an ordinance will be prepared for the April 2, 2018 meeting. Additionally, if the Common Council supports the Monthly Fair recommendation, the Fair Commission also approved a request for up to \$2,000 for signage to promote the Monthly St. Martins Fair, which will be on the April 2, 2018 agenda if the motion stated below is approved.

COUNCIL ACTION REQUESTED

Motion to direct staff to prepare an ordinance for the April 2, 2018 Common Council meeting amending Municipal Code Chapter 203 to establish the First Monday of the Month St. Martins Fairs from 3:00 p.m. to 7:00 p.m.

OR

As directed.

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 3/20/18 |
| LICENSES AND PERMITS | MISCELLANEOUS LICENSES | ITEM NUMBER H.1. |
| <p>See attached list from meeting of March 20, 2018.</p> <p>COUNCIL ACTION REQUESTED</p> | | |



**License Committee
Agenda*
Aldermen's Room
March 20, 2018 – 5:45 pm**

| | | | | |
|--|---|------------------------|-------------|-------------|
| 1. | Call to Order & Roll Call | Time: | | |
| 2. | Applicant Interviews & Decisions | | | |
| License Applications Reviewed | | Recommendations | | |
| Type/ Time | Applicant Information | Approve | Hold | Deny |
| Operator 2017-18 5:50 p.m | Tiffany R Zebrasky 230 N Milwaukee St Waterford, WI 53185 Irish Cottage | | | |
| Operator 2017-2018 5:55 p.m | Christina M Elliott-Pipp 2100 W Pierce St, Loft 120 Milwaukee, WI 53204 Hideaway Pub & Eatery | | | |
| Class A Combination, Cigarettes 2017-18 New | Dairyland Retail Group, LLC Dba 7-Eleven 7610 W Rawson Ave Elizabeth J Evans, Agent | | | |
| Operator 2017-18 | Erik J Bogust 11428 W Swiss St Franklin, WI 53132 Swiss Street Pub & Grill/The Landmark | | | |
| Operator 2017-2018 | Amanda M Holterman S110W14718 Union Church Dr Muskego, WI 53150 Hideaway Pub & Eatery | | | |
| Operator 2017-18 | Sherry L Orchel 2120 S 58 th St West Allis, WI 53219 Sendik's Food Market | | | |
| Operator 2017-18 | Allison M Planton 14900 W Wilbur Dr, Unit #1204 New Berlin, WI 53151 Rock Sports Complex | | | |
| Operator 2017-18 | Joshua D Sobczak 1512 Menomonee Ave South Milwaukee, WI 53172 Rock Sports Complex | | | |
| | | | | |
| 3. | Adjournment | | | |
| | | | | |
| | | Time | | |

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

| | | |
|---|---------------------------------------|---------------------------------------|
| APPROVAL <i>Slw</i> <i>PA</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 3/20/18 |
| Bills | Vouchers and Payroll Approval | ITEM NUMBER I. 1 |

Attached are vouchers dated March 2, 2018 through March 15, 2018 Nos. 168164 through Nos. 168299 in the amount of \$ 4,076,892.10. Included in this listing are EFT's Nos. 3712 through Nos. 3720 and Library vouchers totaling \$ 8,433.69. Voided checks in the amount of (\$ 107.45) are separately listed.

Early release disbursements dated March 2, 2018 through March 14, 2018 in the amount of \$ 3,720,181.07 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated March 16, 2018 is \$ 380,884.36 previously estimated at \$ 370,000.00. Payroll deductions dated March 16, 2018 are \$ 221,377.90 previously estimated at \$ 385,000.00.

The estimated payroll for March 30, 2018 is \$ 401,000.00 with estimated deductions and matching payments of \$ 404,000.00.

Attached is a list of property tax refunds Nos. 17848 through Nos. 17850 dated March 2, 2018 through March 15, 2018 in the amount of \$ 350.14. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of (\$ 3,932.22) are separately listed.

Approval to release the second payment on the Ballpark Common's Development agreement to Knight Barry in the amount of \$1,540,000.00.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of March 15, 2018 in the amount of \$ 4,076,892.10 and
- Payroll dated March 16, 2018 in the amount of \$ 380,884.36 and payments of the various payroll deductions in the amount of \$ 221,377.90 plus City matching payments and
- Estimated payroll dated March 30, 2018 in the amount of \$ 401,000.00 and payments of the various payroll deductions in the amount of \$ 404,000.00, plus City matching payments and
- Property Tax refunds and payments with an ending date of March 15, 2018 in the amount of \$ 350.14.
- The release of payment to Knight Barry in the amount of \$1,540,000.00.

ROLL CALL VOTE NEEDED

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