

**CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY, MAY 5, 2015  
AT 6:30 PM**

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.

Mayoral Announcements:

- 1. Proclamation – Nicholas Plewa, Ald. District 2 (Eagle Scout Court of Honor).
- 2. Proclamation – Daniel Plewa, Ald. District 2 (Eagle Scout Court of Honor).
- 3. Update of the City of Franklin Emergency Preparedness Plan.
- 4. Special Common Council meeting May 12, 2015 to consider updated information regarding City economic development plans and possible action.
- 5. Update on recruitment for Economic Development Director.
- 6. Update on recruitment for Information Systems Director.

- C. Approval of Minutes:  
April 21, 2015 Common Council Meeting.

- D. Hearings.

- E. Organizational Business.

Mayoral Appointments:

Civic Celebrations Committee:

- 1. John Bergner, 8501 S. Parkland Dr, (Ald. Dist. 4), 3 year term expires 6/30/18.
- 2. Jeanine Olson, 9044 W. Elm Ct., Unit E (Ald. Dist. 1), 3 year term expires 6/30/18.
- 3. Randy Grass, 9056 W. Elm Ct., Unit F (Ald. Dist. 1), 3 year term expires 6/30/18.
- 4. David J. Miller, 8508 S. Deerwood Ln. (Ald. Dist. 6), 3 years term expires 6/30/18.

Environmental Commission:

- 5. Curtis Bolton, 8035 W. Imperial Dr. (Ald. Dist. 2), 3 year term expires 4/30/18.

Fair Commission:

- 6. Romaine Denk, 9170 W. Highland Park Ave. #451 (Ald. Dist. 1), 3 year term expires 4/30/18.
- 7. Rosemarie Bosch, 11625 W. St. Martins Rd. (Ald. Dist. 6), 3 year term expires 4/30/18.

Finance Committee:

- 8. Dennis Ciche, 8128 S. 43<sup>rd</sup> St. (Ald. Dist. 5), 1 year term expires 4/30/16.

9. Robert Campbell, Jr., 5416 W. Behrendt St. (Ald. Dist. 5), 1 year term expires 4/30/16.
10. John Howard, 6658 W. Robinwood Ln. (Ald. Dist. 5), 1 year term expires 4/30/16.

Board of Health:

11. Dr. Henry Wengelewski, 3643 W. Sharon Ln. (Ald. Dist. 5), 2 year term expires 4/30/17.
12. Robert Fedran, 9163 S. 42<sup>nd</sup> St. (Ald. Dist. 4), 2 year term expires 4/30/17.
13. Patricia Nissen, 8010 W. Coventry Dr. (Ald. Dist. 2), 2 year term expires 4/30/17.

Parks Commission:

14. Philip Nickerson, 12001 W. Scherrei Dr. (Ald. Dist. 6), 3 year term expires 4/30/18.

Personnel Committee:

15. Carol Brunner, 7473 S. Karth Ct. (Ald. Dist. 5), 3 year term expires 4/30/18.
16. Michael Barber, 7931 S. 61<sup>st</sup> St. (Ald. Dist. 5), 3 years term expires 4/30/18.

Plan Commission:

17. Scott Thinnis, 7937 W. Beacon Hill Dr. (Ald. Dist. 1), 3 year term expires 4/30/18.
18. Patricia Hogan, 8239 W. Drexel Ave. (Ald. Dist. 1), 1 year term expires 4/30/16.

Board of Public Works:

19. Ken Skowronski II, 7960 S. 116<sup>th</sup> St. (Ald. Dist. 6), 3 year term expires 4/30/18.

Technology Commission:

20. Laura Galusha, 3922 W. Heatheridge Dr. (Ald. Dist. 3), 3 year term expires 4/30/18.

Board of Zoning/Building Appeals:

21. Bob Knackert, 9049 S. 83<sup>rd</sup> St, (Ald. Dist. 1), 3 year term expires 4/30/18.
22. Donald Adams (Alternate Member), 3211 W. Acre Ave. (Ald. Dist. 4), 3 year term expires 4/30/18.

F. Letters and Petitions.

G. Reports and Recommendations:

1. A Resolution to Amend Resolution No. 2014-6979, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Credit Union use Upon Property Located at 7750 South Lovers Lane Road, to Extend the Time for the Obtaining of the Issuance of an Occupancy Permit (Summit Credit Union, Applicant).
2. Request from Fire Chief for Approval of Affiliation Agreement for Practicum Experience with Milwaukee Area Technical College for the Purposes of Providing Field Experience for Paramedic Students.
3. A Resolution to Reimburse Victory of the Lamb Church for Expenses Related to the Design of a City Park.

4. A Resolution Authorizing Certain Officials to Execute a Holding Tank Agreement with Victory of the Lamb, Inc., 11120 West Loomis Road.
5. An Ordinance to Amend Section 15-3.0415 of the Unified Development Ordinance Planned Development District No. 10 (Riverwood Village-Bouraxis) to Repeal the Monument Sign Height Limit and to Permit South Elevation Signage for Oscar's Frozen Custard (7041 South 27<sup>th</sup> Street) (James Taylor and Susan Taylor, Applicants).
6. An Ordinance to Amend Chapter 210: Signs and Billboards Creating Section 210-15.; Sign Code Variance and Appeal of Administrative Determinations.
7. An Ordinance to Amend Section 210-3.D. of the Municipal Code to Repeal and Recreate the Schedule of Permit Fees Related to Signs.
8. Park Development and Park Impact Fee Expenditure Options.
9. Kayla's Playground Status.
10. Franklin Complete Streets and Connectivity Committee Recommended Trail-Related Projects and Consideration of Potential Impact Fee Expenditures (City of Franklin Complete Streets and Connectivity Committee).
11. A Request to Allow the Franklin Complete Streets and Connectivity Committee and City Staff to Utilize Streets and Connectivity Network Map as a Complete Streets Principles and for the Review of Public and Private Development Projects, with Placement on the City's Website (City of Franklin Complete Streets and Connectivity Committee).
12. Authorization for Certain Officials to Execute an Amendment to the Agreement with Ruckert & Mielke, Inc. and Hitchcock Design Group, Inc. for Potential Business Park Development Engineering and Planning Services.
13. Authorize Mayor and Economic Development Committee to Present the Three City Economic Development Areas at a Commercial Association of Realtors ("CARW") and Biz Times Development Showcase on May 20, 2015 at No Cost to the City.
14. An Ordinance to Amend Ordinance 2014-2152, an Ordinance Adopting the 2015 Annual Budget for the General Fund, Debt Service, Capital Outlay, and Sewer Fund for the City of Franklin for Fiscal Year 2015 to Approve Budget Amendments to the 2015 Budgets for Debt Service on the December 2014 Debt Offering, Weights/Measures Inspection Services, the Water & Wastewater Building Appropriation.
15. An Ordinance Adopting an Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Nonmetallic Mining Reclamation and to Editorially Note the Provisions of Unified Development Ordinance Section 15-3.0428, Ordinance No. 97-1456 (PDD No. 23) §13.27s.6. and Unified Development Ordinance Section 15-3.0429, Ordinance No. 97-1457 (PDD No. 24) §13.27t.6. to State the Nonmetallic Mining Reclamation Regulatory Authority of Chapter 176 by Reference; A Resolution Approving a City of Franklin Nonmetallic Mining Reclamation Fees Schedule Pursuant to Chapter 176 of the Municipal Code Nonmetallic Mining Reclamation Ordinance Section 27.
16. Request for Approval of Memorandum of Agreement for Weights and Measures Inspection with the Wisconsin Department of Agriculture, Trade and Consumer Protection for July 1, 2015 through June 30, 2016.
17. Recommendation from the Committee of the Whole for 2014 Comprehensive Annual Financial Report of the City of Franklin and the Required Communications Letter from Clifton Larson Allen, LLP.

18. Matt Talbot Recovery Services, Inc. 5 to 8 Bedroom Community Based Residential Facility for the property located at 9132 South 92nd Street, Tax Key No. 886-9987-000; Letters and Petitions from Angeline Benning regarding Community Based Residential Facility at South 92nd Street and West St. Martins Road; Site Plan for a 5 to 8 Bedroom State Licensed Community Based Residential Facility Development (Matt Talbot Recovery Services, Inc., Applicant); Request from Matt Talbot Recovery Services, Inc. to extend water main along St. Martins Road, 90-degree bend to South 92nd Street, and past driveway to terminate water main at a possible future lot line. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council and City defense counsel who are rendering advice concerning strategy to be adopted by the body with respect to potential litigation with regard to the Matt Talbot Recovery Services, Inc. development, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.  
Miscellaneous Licenses.

I. Bills.  
Vouchers and Payroll approval

J. Adjournment

\*Notice is given that a majority of the Quarry Monitoring Committee, Park Commission, Plan Commission and Board of Water Commissioners may attend this meeting to gather information about an agenda item over which the Quarry Monitoring Committee, Park Commission, Plan Commission and Board of Water Commissioners has decision-making responsibility. This may constitute a meeting of the Quarry Monitoring Committee, Park Commission, Plan Commission and Board of Water Commissioners per State ex rel. Badke v. Greendale Village Board, even though the Quarry Monitoring Committee, Park Commission, Plan Commission and Board of Water Commissioners will not take formal action at this meeting.

\*\*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

May 7	Plan Commission	7:00 p.m.
May 19	Common Council Meeting	6:30 p.m.
May 21	Plan Commission	7:00 p.m.
June 2	Common Council Meeting	6:30 p.m.

B. I.

# City of Franklin Proclamation

## CERTIFICATE OF ACHIEVEMENT

### DANIEL PLEWA

Whereas, the development of our youth, both boys and girls is greatly enhanced by active participation in scouting, and

Whereas, Daniel Plewa by study, hard work and perseverance, has successfully progressed through various ranks in scouting, and

Whereas, such dedication and industriousness has resulted in Daniel Plewa earning the highest award in scouting that of Eagle Scout, and

Whereas, Daniel Plewa's achievement has broadened his knowledge and experience and will help him in all of his future endeavors, and

Whereas, Daniel Plewa's parents, his scouting leaders, friends, and the community are proud of his achievement.

**NOW, THEREFORE**, I, Mayor Stephen R. Olson on behalf of the Common Council and the residents of the City of Franklin do hereby present this Certificate of Achievement to Daniel Plewa on the occasion of him becoming an Eagle Scout and ask all residents of Franklin to join me in congratulating Daniel Plewa on this outstanding achievement.

Dated this 5th day of May, 2015 in Franklin, Wisconsin.

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

B. 2.

# City of Franklin Proclamation



## CERTIFICATE OF ACHIEVEMENT

### NICHOLAS PLEWA

Whereas, the development of our youth, both boys and girls is greatly enhanced by active participation in scouting, and

Whereas, Nicholas Plewa by study, hard work and perseverance, has successfully progressed through various ranks in scouting, and

Whereas, such dedication and industriousness has resulted in Nicholas Plewa earning the highest award in scouting that of Eagle Scout, and

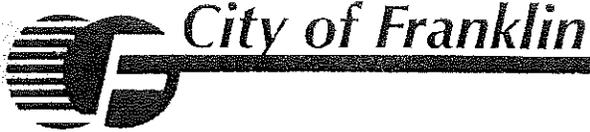
Whereas, Nicholas Plewa's achievement has broadened his knowledge and experience and will help him in all of his future endeavors, and

Whereas, Nicholas Plewa's parents, his scouting leaders, friends, and the community are proud of his achievement.

**NOW, THEREFORE**, I, Mayor Stephen R. Olson on behalf of the Common Council and the residents of the City of Franklin do hereby present this Certificate of Achievement to Nicholas Plewa on the occasion of him becoming an Eagle Scout and ask all residents of Franklin to join me in congratulating Nicholas Plewa on this outstanding achievement.

Dated this 5th day of May, 2015 in Franklin, Wisconsin.

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



To: Mayor Steve Olson  
City of Franklin Common Council

From: Fire Chief Adam Remington  
Health Officer William Wucherer RN

Re: Revision of the City of Franklin Emergency Response Plan Project

Date: April 30, 2015

The purpose of this memorandum is to inform the Common Council that the Fire and Health Departments are collaborating to update the City of Franklin Emergency Response Plan. The current plan needs revision to better align with changes in Milwaukee County Emergency Management including its emergency support functions (ESFs). In addition the updated City of Franklin Emergency Response Plan will better prepare both departments for future accreditation within their respective professional organizations.

The Fire Department will be the primary project coordinator. The Health Department will provide grant funds from its WI Public Health Preparedness appropriation in order to provide technical assistance from Bay View Advanced Management, Inc. Neither department will need a budget modification to complete this project. The WI Public Health Preparedness grant deliverables require local public health departments to fulfill federally-outlined capabilities. These federal capabilities align with the Milwaukee County emergency support functions (ESFs). The Fire and Health Departments plan to collaborate by updating the city's emergency response plan within the county ESFs structure while complying with federal emergency public health preparedness capabilities.

Our proposed plan has three phases:

- Phase One includes the review and revision of the current city emergency response plan;
- Phase Two includes 2 or 3 trainings with city policy makers and department heads to introduce and to understand the new plan;
- Phase Three will conclude the project through a tabletop exercise followed by a detailed After Action Report.

Thank you in advance for your support with this involved project.

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C.

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
APRIL 21, 2015  
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on April 21, 2015 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Janet Evans, Alderman Doug Schmidt and Alderwoman Susanne Mayer. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:32 p.m. and closed at 7:17 p.m. At the request of Alderman D. Mayer, a moment of silence was held in honor of Environmental Commission member Sharon Kust.

MAYOR  
ANNOUNCEMENTS

B.1. Mayor Olson presented a Mayoral Proclamation to Eagle Scout Alexander Mathers.  
B.2. Mayor Olson noted a press release from American Transmission Company seeking approval from the Public Service Commission to rebuild 14-miles of transmission lines from St. Martins Substation to Big Bend and Mukwonago.  
B.3. Mayor Olson noted that the County Assessment Proposal will be removed from the State Budget.

APPROVAL OF  
MINUTES

C. Alderwoman Wilhelm moved to approve the minutes of the regular meeting of April 7, 2015 as corrected. Seconded by Alderman Schmidt. All voted Aye; motion carried.

BOARD AND  
COMMISSION  
APPOINTMENTS

E. Alderman D. Mayer moved to confirm the Mayoral appointment of Wesley Cannon to the Environmental Commission for a 3-year term expiring 4/30/17. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman D. Mayer moved to table to the May 5, 2015, the following Mayoral appointments:

John Bergner to the Civic Celebrations Committee for a 3-year term expiring 6/30/18; Jeanine Olson to the Civic Celebrations Committee for a 3-year term expiring 6/30/18; Randy Grass to the Civic Celebrations Committee for a 3-term expiring 6/30/18; David J. Miller to the Civic Celebrations Committee for a 3-term expiring 6/30/18; Curtis Bolton to the Environmental Commission for a 3-year term expiring 4/30/18; Albert Rindfleisch to the Environmental Commission for a 3-year term

expiring 4/30/18; Romaine Denk to the Fair Commission for a 3-year term expiring 4/30/2018; Rosemarie Bosch to the Fair Commission for a 3-year term expiring 4/30/2018; Dennis Ciche to the Finance Committee for a 1-year term expiring 4/30/2016; Kevin Mineard to the Finance Committee for a 1-year term expiring 4/30/2016; Dennis Ciche to the Finance Committee for a 1-year term expiring 4/30/2016; Robert Campbell, Jr. to the Finance Committee for a 1-year term expiring 4/30/2016; John Howard to the Finance Committee for a 1-year term expiring 4/30/2016; Henry Wengelewski to the Board of Health for a 2-year term expiring 4/30/2017; Robert Fedran to the Board of Health for a 2-year term expiring 4/30/2017; Patricia Nissen to the Board of Health for a 2-year term expiring 4/30/2017; Philip Nickerson to the Parks Commission for a 3-year term expiring 4/30/2018; Carol Brunner to the Personnel Committee for a 3-year term expiring 4/30/2018; Michael Barber to the Personnel Committee for a 3-year term expiring 4/30/2018; Scott Thinnes to the Plan Commission for a 3-year term expiring 4/30/2018; Patricia Hogan to the Plan Commission for a 1-year term expiring 4/30/2016; Ken Skowronski II to the Board of Public Works for a 3-year term expiring 4/30/2018; Laura Galusha to the Technology Commission for a 3-year term expiring 4/30/2018; Bob Knackert to the Board of Zoning and Building Appeals for a 3-year term expiring 4/30/2018; and Donald Adams as an Alternate Member to the Board of Zoning and Building Appeals for a 3-year term expiring 4/30/2018. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

LETTER FROM JOEL  
SALMON

F. No action was taken on a letter from Joel Salmon dated April 14, 2015, regarding action taken by the Board of Water Commissioners at their February 17, 2015 meeting extending the water main along West St. Martins Road.

DONATIONS,  
COPIER LEASE,  
PURCHASE OF SALT,  
BIKE RODEO STREET  
CLOSURE

G.1. Alderwoman Evans moved to approve the following consent agenda items:

- a) accept donations from Kwik Trip, Inc. in the amount of \$500 to the Police Department and in the amount of \$500 to the Fire Department;
- b) receive and place on file the February 2015 Monthly Financial report;
- c) authorize the Director of Administration to enter into a new 4-year lease with Ricoh USA, Inc. for the period 5/1/2015 through 4/30/2019 for an annual lease amount of \$2,400.72 and \$0.0037 per copy for each of the 4 years;
- d) authorize the City to participate in the State contract for the purchase of 500 tons of salt;

- e) approve street closures on Legend Drive and Schlueter Parkway on June 6, 2015, in conjunction with the City of Franklin sponsored bike safety rodeo.

Approval of the above consent agenda items was seconded by Alderman D. Mayer. All voted Aye; motion carried.

MATT TALBOT  
RECOVERY SERVICES,  
INC.  
9132 S. 92ND ST.

G.2.

Alderman S. Mayer moved to rescind the March 3, 2015 Common Council action on that Item G.4. which provided for public water extension to the property at 9132 South 92nd Street without full extension of the improvement to the property boundary due to insufficient information as to alternatives with regard to the routing of service to that area and the public water system as a whole, the cost comparison expenditures of public funds for such potential alternate routes, and the description of the developed and undeveloped areas of the city which may be served by the public water supply for such potential alternate routes and also due to after the fact factual information concerns regarding the natural resources on the property and in the area which are currently under review by the Wisconsin Department of Natural Resources, which Department review has not been completed; and further to direct staff to provide all of that subject information, the motion as well as ultimately the report from the Wisconsin Department of Natural Resources, to the Board of Water Commissioners for review and recommendation and return to the Common Council for its consideration; and further to direct the Plan Commission, if the Council acts accordingly, to consider the rescission of the site plan approval, because one of the conditions was based upon a potential agreement or an agreement with regard to the extension of water so that it was all in writing; and further to direct the Board of Water Commissioners to review and recommend upon the alternate route info and the DNR information when received. Seconded by Alderman Wilhelm. On roll call, Alderman D. Mayer, Alderman Wilhelm, Alderman Schmidt and Alderman S. Mayer voted Aye; Alderman Dandrea and Alderman Evans voted No. Motion carried.

RES NO. 2015-7078,  
CONDITIONALLY  
APPROVING A 2 LOT  
CERTIFIED SURVEY  
MAP - (STYZA-9745  
WEST WOELFEL ROAD)

G.3.

Alderman D. Mayer moved to suspend regular order of business to allow members of the audience to speak. Seconded by Alderman Wilhelm. All voted Aye; motion carried.  
Alderman D. Mayer moved to return to regular order of business. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

Alderman D. Mayer moved to adopt Resolution No. 2015-7078, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A RE-DIVISION OF

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 7251, BEING A PART OF THE NORTHWEST ¼ AND OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JACK R. STYZA AND ALICE STYZA, APPLICANTS)(9745 WEST WOELFEL ROAD). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RESOLUTION TO REIMBURSE VICTORY OF THE LAMB CHURCH FOR EXPENSES RELATED TO THE DESIGN OF A CITY PARK AT 11120 W. LOOMIS RD.

G.4. Alderman Dandrea moved to adopt a Resolution to reimburse Victory of the Lamb Church for expenses related to the design of a City Park at 11120 W. Loomis Road. Seconded by Alderwoman Evans. On roll call, Alderwoman Evans and Alderman Dandrea voted Aye; Alderwoman S. Mayer, Alderman Schmidt, Alderwoman Wilhelm and Alderman D. Mayer voted No. Motion failed.

Alderwoman Wilhelm moved that a Resolution to reimburse Victory of the Lamb Church for expenses related to the design of a City Park at 11120 W. Loomis Road be tabled to the May 5, 2015 Common Council meeting with all pertinent information to be inserted in the Common Council packet for the Council and the public (to include information in the 4/21/2015 Council meeting packet and information that was emailed to the Mayor and Aldermen on 4/21/2015 and any other additional new information). Seconded by Alderman Schmidt. All voted Aye; motion carried.

SOLICIT BIDS FOR PRECAST CONCRETE RESTROOM-KAYLA'S PLAYGROUND

G.5. Alderwoman Wilhelm moved to table authorization to solicit bids for precast concrete restroom units and continued design efforts until the impact fee study returns to the Common Council and is approved, concurrence from the Wisconsin Department of Natural Resources, compliance with Section 15-4. of the Unified Development Ordinance and Section 15-9. for the Natural Resource Protection Plan, and Aldermanic concurrence from the district. Seconded by Alderman Schmidt.

Alderwoman Wilhelm moved to call the question. Motion died due to the lack of a second.

Upon voice vote for the main motion, 1 Aye and 5 Noes. Motion failed.

Alderwoman Wilhelm moved to allow staff to solicit bids for the precast restroom units provided that the playground development follow the Ordinance site plan process within the Unified Development Ordinance, including but not limited to Sections 15-4., 15-7., 15-9., laws of the City and the Federal Emergency Management Agency (FEMA) Rules to allow predictability and transparency of the development process and continue to provide

updates at each meeting with all documents, including power point presentations, to be included in the Common Council packet. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

ORD. TO REPEAL AND RECREATE CHAPTER 176 OF THE MUNICIPAL CODE PERTAINING TO NONMETALLIC MINING RECLAMATION AND RES. APPROVING FEE SCHEDULE

G.6. Alderwoman Wilhelm moved to table to the May 5, 2015 Common Council meeting an Ordinance adopting an Ordinance to repeal and recreate Chapter 176 of the Municipal Code pertaining to Nonmetallic Mining Reclamation and to editorially note the provisions of Unified Development Ordinance Section 15-3.0428, Ordinance No. 97-1456 (PDD NO. 23) 13.27S.6. and Unified Development Ordinance Section 15-3.0429, Ordinance No. 97-1457 (PDD No. 24) 13.27T.6. to state the Nonmetallic Mining Reclamation Regulatory Authority of Chapter 176 by Reference; and a Resolution approving a City of Franklin Non-Metallic Mining Reclamation Fees Schedule Pursuant to Chapter 176 of the Municipal Code Nonmetallic Mining Reclamation Ordinance Section 27. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

AWARD BID TO RAZE BUILDING AT 8015 W. BEACON HILL DR.

G.7. Alderman Dandrea moved to award the bid in the amount of \$15,500 to Robie's Grading and Landscaping to raze the building and attached garage on the property located at 8015 W. Beacon Hill Drive. Seconded by Alderwoman Evans. All voted Aye; motion carried.

RES. 2015-7079 ACCEPT LANDSCAPE MAINTENANCE ACCESS EASEMENT FOR AVIAN ESTATES SUBD.

G.8. Alderman Dandrea moved to adopt Resolution No. 2015-7079, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE MAINTENANCE ACCESS EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL FOR AVIAN ESTATES SUBDIVISION LOCATED AT W. AVIAN CT. OFF OF W. PUETZ ROAD. Seconded by Alderwoman Evans. All voted Aye; motion carried.

RES. 2015-7080 AT&T WORK ORDER/RELOCATION OF A CABLE AT WATER AND WASTEWATER OPERATIONS AND MAINT. FACILITY SITE

G.9. Alderwoman Wilhelm moved to adopt Resolution No. 2015-7080, A RESOLUTION TO AUTHORIZE PROPER CITY OFFICIALS TO EXECUTE THE AT&T WORK ORDER FOR THE RELOCATION OF A CABLE AT FRANKLIN WATER AND WASTEWATER OPERATIONS AND MAINTENANCE FACILITY SITE and remit a check in the amount of \$20,075.14. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

- RES. 2015-7081  
CHANGE ORDER WITH  
PAYNE & DOLAN-  
LOCAL STREET  
IMPROVEMENT
- G.10. Alderwoman Evans moved to adopt Resolution No. 2015-7081, A RESOLUTION APPROVING A CONTRACT CHANGE ORDER NO. 1 WITH PAYNE & DOLAN, INC. IN THE AMOUNT OF \$51,235.80 FOR THE 2015 LOCAL STREET IMPROVEMENT PROGRAM. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- REJECT BIDS FOR  
WATER MAIN AND  
SERVICE ITEMS
- G.11. Alderwoman Evans moved to reject bids for the purchase of water main and service items and manhole frame and cover, and direct staff to proceed with rebidding. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- CITY EMPLOYEE PAY  
PHILOSOPHY STUDY
- G.12. Alderman Dandrea moved that the Common Council directs the consultant to establish an initial, starting pay philosophy at the 70th percentile, consistent with the recommendation of the Department Heads, but that calculations for the 60th and 55th percentile also be provided for a matter of context and consideration, that the consultant be directed to recommend policy or implementation strategies to ensure flexibility in initial hiring wages, and that consideration for an initial salary adjustment should be given to long-term employees who are placed near the bottom of a newly established range. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.  
Alderman Schmidt moved that the Common Council direct the Director of Administration to work with the consultant to devise a plan for initial design for FLSA-exempt employees of a merit-based range structure while initially implementing said structure consistent with an incremental-based system with a plan to be prepared for a phased-in implementation of a merit-based program evaluation system and for design of a hybrid system for FLSA non-exempt employees. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Evans, Alderman Schmidt and Alderwoman S. Mayer voted Aye; Alderman D. Mayer voted No. Motion carried.
- INSURANCE BROKER  
SERVICES
- G.13. No action was required on a status report of bidding out insurance broker services.
- RES 2015-7082  
OPPOSING LRB-  
1183/LRB-2009  
ELIMINATING  
PERSONAL PROPERTY  
TAX AND COMPUTER  
STATE AID PAYMENTS
- G.14. Alderman D. Mayer moved to adopt Resolution No. 2015-7082, A RESOLUTION OPPOSING LRB-1183/LRB-2009 THAT WOULD ELIMINATE THE PROPERTY TAX ON PERSONAL PROPERTY AND THE COMPUTER STATE AID PAYMENTS MADE TO LOCAL GOVERNMENTS, AND TO FURTHER DIRECT STAFF TO FORWARD A SIGNED VERSION OF THIS RESOLUTION TO STATE ASSEMBLY AND SENATE

REPRESENTATIVES AS DETERMINED BY THE MAYOR.  
Seconded by Alderman Dandrea. All voted Aye; motion carried.

2015 SUMMER MEETING SCHEDULE G.15.

Alderwoman Evans moved to schedule a combined Committee of the Whole and Common Council meeting on August 4, 2015, and continue the regular Common Council meeting schedule for June, July and August, 2015. Seconded by Alderman Dandrea. All voted Aye; motion carried.

LICENSES AND PERMITS

H.1.

Alderman Dandrea moved to approve the following:  
Grant 2015-2016 Entertainment and Amusement license to Innovative Health & Fitness (Scott Cole, Agent), 8800 S. 102nd Street; and  
Grant 2015-2016 Mobile Home Court license to D & K Management VIII LLC (Wendy Winograd, Manager), 6405 S. 27th Street; and  
Grant 2015 People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant to the Franklin Lacrosse Club for Park Permit fee waivers at Lions Legend II, with a warning letter from the City Clerk that all Park rules and City requirements be adhered to; and  
Hold until the May 5, 2015 Common Council meeting operators' license applications for Katarina Becker, 8207 W. Imperial Dr.; Paola Fernandez, 2012 S. 68th St., West Allis; Crystal Meyer, 3428 S. 88<sup>th</sup> St., Milwaukee; Molly Saskowski, S80W16536 Pellman Ln., Muskego; Dakota Sloan, 10650 W. McGraw Dr., Oak Creek; Jonathan Wiemer, 5345 W. Midland Dr., Milwaukee; Jenna Calliari, 7133 W. Wind Lake Rd., Wind Lake; Michael Falk, 10440 W. Scharles Ave., Hales Corners; Kyle Haley, 8945 S. 116th St.; Daniel Hodach, 4520 Empire Ln., Waterford; Jacob Koefel, 11507 W. Church St.; Shelly Marquardt, 26011 75th St., Salem; Jenna Rozek, 1531 S. 98th St., West Allis; Jessica Rozek, 3222 S. 38th St., Milwaukee; Traci Stoeger, 15437 Mayflower Ct., New Berlin; and Kari Udvare, W130S8574 Durham Dr., Muskego. Seconded by Alderwoman Evans. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

I.1.

Alderman D. Mayer moved to approve net general checking account City vouchers in the range of Nos. 156062 through 156215 in the amount of \$2,116,428.57 dated April 2, 2015 through April 16, 2015. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderwoman Evans moved to approve the net payroll dated April 17, 2015 in the amount of \$361,506.13 and payments of the various payroll deductions in the amount of \$355,527.37 plus any

City matching payments, where required. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Aldерwoman S. Mayer moved to approve the net payroll dated May 1, 2015 estimated at \$351,000 and payment of the various payroll deductions estimated at \$196,000 plus any City matching payments, where required. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve property tax settlements and refunds in the range of Nos. 14854 through 14855 in the amount of \$9,266,453.27 dated April 2, 2015 through April 16, 2015. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J.

Alderman D. Mayer moved to adjourn the meeting at 11:20 p.m. Seconded by Aldерwoman Evans. All voted Aye; motion carried.

<b>APPROVAL</b> <i>EW</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>05/5/2015</b>
<b>ORGANIZATIONAL BUSINESS</b>	<b>Boards and Commissions Appointments</b>	<b>ITEM NUMBER</b> <i>E.</i>

The Mayor has made the following appointments for Council confirmation:

Civic Celebrations Committee:

John Bergner, 8501 S. Parkland Dr, (Ald. Dist. 4), 3 year term expires 6/30/18.  
 Jeanine Olson, 9044 W. Elm Ct., Unit E (Ald. Dist. 1), 3 year term expires 6/30/18.  
 Randy Grass, 9056 W. Elm Ct., Unit F (Ald. Dist. 1), 3 year term expires 6/30/18.  
 David J. Miller, 8508 S. Deerwood Ln. (Ald. Dist. 6), 3 years term expires 6/30/18.

Environmental Commission:

Curtis Bolton, 8035 W. Imperial Dr. (Ald. Dist. 2), 3 year term expires 4/30/18.

Fair Commission:

Romaine Denk, 9170 W. Highland Park Ave. #451 (Ald. Dist. 1), 3 year term expires 4/30/18.  
 Rosemarie Bosch, 11625 W. St. Martins Rd. (Ald. Dist. 6), 3 year term expires 4/30/18.

Finance Committee:

Dennis Ciche, 8128 S. 43<sup>rd</sup> St. (Ald. Dist. 5), 1 years term expires 4/30/16.  
 Robert Campbell, Jr., 5416 W. Behrendt St. (Ald. Dist. 5), 1 year term expires 4/30/16.  
 John Howard, 6658 W. Robinwood Ln. (Ald. Dist. 5), 1 year term expires 4/30/16.

Board of Health:

Dr. Henry Wengelewski, 3643 W. Sharon Ln. (Ald. Dist. 5), 2 year term expires 4/30/17.  
 Robert Fedran, 9163 S. 42<sup>nd</sup> St. (Ald. Dist. 4), 2 year term expires 4/30/17.  
 Patricia Nissen, 8010 W. Coventry Dr. (Ald. Dist. 2), 2 year term expires 4/30/17.

Parks Commission:

Philip Nickerson, 12001 W. Scherrei Dr. (Ald. Dist. 6), 3 year term expires 4/30/18.

Personnel Committee:

Carol Brunner, 7473 S. Karth Ct. (Ald. Dist. 5), 3 year term expires 4/30/18.  
 Michael Barber, 7931 S. 61<sup>st</sup> St. (Ald. Dist. 5), 3 years term expires 4/30/18.

Plan Commission:

Scott Thinnes, 7937 W. Beacon Hill Dr. (Ald. Dist. 1), 3 year term expires 4/30/18.  
Patricia Hogan, 8239 W. Drexel Ave. (Ald. Dist. 1), 1 year term expires 4/30/16.

Board of Public Works:

Ken Skowronski II, 7960 S. 116<sup>th</sup> St. (Ald. Dist. 6), 3 year term expires 4/30/18.

Technology Commission:

Laura Galusha, 3922 W. Heatheridge Dr. (Ald. Dist. 3), 3 year term expires 4/30/18.

Board of Zoning/Building Appeals:

Bob Knackert, 9049 S. 83<sup>rd</sup> St, (Ald. Dist. 1), 3 year term expires 4/30/18.  
Donald Adams (Alternate Member), 3211 W. Acre Ave. (Ald. Dist. 4), 3 year term expires 4/30/18.

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">05/05/15</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION TO AMEND RESOLUTION NO. 2014-6979, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CREDIT UNION USE UPON PROPERTY LOCATED AT 7750 SOUTH LOVERS LANE ROAD, TO EXTEND THE TIME FOR THE OBTAINING OF THE ISSUANCE OF AN OCCUPANCY PERMIT (SUMMIT CREDIT UNION, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.1.</i></p>

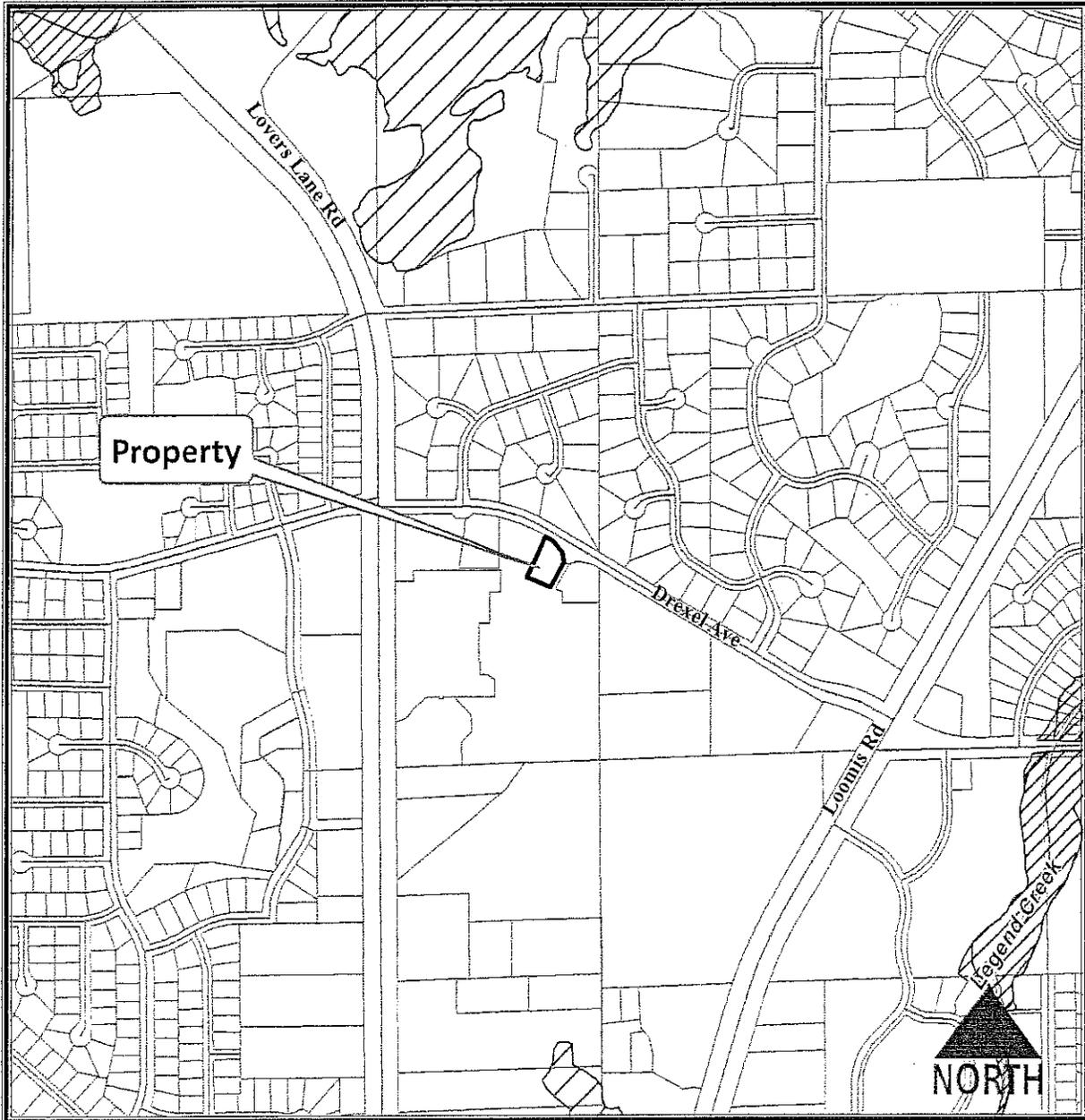
At its April 23, 2014, meeting, the Plan Commission recommended approval of a resolution to amend Resolution No. 2014-6979, a resolution imposing conditions and restrictions for the approval of a Special Use for a credit union use upon property located at 7750 South Lovers Lane Road, to extend the time for the obtaining of the issuance of an Occupancy Permit (Summit Credit Union, Applicant).

**COUNCIL ACTION REQUESTED**

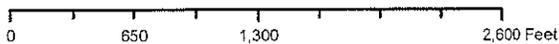
A motion to adopt Resolution No. 2015-\_\_\_\_\_, a resolution to amend Resolution No. 2014-6979, a resolution imposing conditions and restrictions for the approval of a Special Use for a credit union use upon property located at 7750 South Lovers Lane Road, to extend the time for the obtaining of the issuance of an Occupancy Permit (Summit Credit Union, Applicant).



7750 South Lovers Lane Road  
TKN 794-9999-008



Planning Department  
(414) 425-4024



2013 Aerial Photo

*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.*

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION TO AMEND RESOLUTION NO. 2014-6979, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CREDIT UNION USE UPON PROPERTY LOCATED AT 7750 SOUTH LOVERS LANE ROAD, TO EXTEND THE TIME FOR THE OBTAINING OF THE ISSUANCE OF AN OCCUPANCY PERMIT (SUMMIT CREDIT UNION, APPLICANT)

WHEREAS, the above entitled Resolution No. 2014-6979 was adopted by the Common Council on May 6, 2014 and was conditioned upon the applicant obtaining an occupancy permit within one year from such date, upon property located at 7750 South Lovers Lane Road (building 8, Lot 3 within the Shoppes of Wyndham Village development), bearing Tax Key No. 794-9999-008, more particularly described as follows:

Lot 3 of Certified Survey Map No. 8567 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013, as Document No. 10315111. Being a redivision of Lot 1 of Certified Survey Map No. 8000, being a redivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin (0.851 acres); and

WHEREAS, the applicant having requested a seven month extension of the time limit for such condition and the Plan Commission having recommended approval thereof, based upon the applicant's bona fide and ongoing efforts to move the project forward.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2014-6979, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Credit Union Use Upon Property Located At 7750 South Lovers Lane Road, be and the same is hereby amended only to extend the time limit for the applicant's obtaining of the issuance of an occupancy permit, to December 6, 2015.

BE IT FURTHER 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 \_\_\_\_\_, 2015.



6411 MINERAL POINT ROAD T/ 608 276 9200  
MADISON, WI 53705-4395 F/ 608 276 9204

Wednesday, April 15, 2015

Nick Fuchs  
Senior Planner  
City of Franklin, Department of City Development  
9229 W. Loomis Road, Franklin, WI 53132  
Phone: (414) 425-4024  
Fax: (414) 427-7691

Dear Nick,

I would like to request an extension for the Special Use Application Approval for the Summit Credit Union Branch Office located on 7750 Lovers Lane in the City of Franklin. The project originally received approval at the May 6, 2014 Common Council meeting and documented in a letter from the City of Franklin dated May 12, 2014. The letter noted expiration of the approval if the space is not occupied by May 6, 2015 (see attached for reference).

Since that time, we've gone through the process of developer approvals, financial approvals, design details, regulatory approvals, Contractor acquisition and material procurement. Given the timeline for municipality review prior to issuing building permits, we anticipate construction to begin by the third week in May 2015, then complete construction and occupy the space by December 6<sup>th</sup>, 2015.

We are requesting that the Plan Commission and Common Council grant a 7 month extension to the Special Use Application Approval so that we can fulfill the proposed development of this site. Thank You for all your help.

Best,

Brandon Halverson, AIA  
Strang, Inc.  
6411 Mineral Point Road  
Madison, WI 53705  
608/276-9201 ext. 158  
halverson@strang-inc.com

ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN



May 12, 2014

Summit Credit Union  
Jeremy Eppler, VP-Risk Management & Facilities  
4800 American Parkway  
Madison, WI 53718

**Re: Special Use Application for property located at  
7750 South Lovers Lane Road**

Dear Mr. Eppler,

This letter serves to inform you that the City of Franklin Common Council, at their meeting on May 6, 2014, approved the above referenced application to allow for a credit union with drive-through lanes use pursuant to the draft resolution attached.

This document contains the conditions of the City's approval for your project. These conditions must be fully addressed, within the stated time-frames, or this approval becomes null and void. Particularly important conditions are noted and further explained below. In addition, other permits or approvals from the City of Franklin may be necessary for your project. The most likely are identified in the second section of this letter.

In addition, please be advised that Milwaukee County requires that a recording fee be paid at the time of recording of any documents. Further information, including the cost and method of payment, will be provided to you when that information becomes available.

**Checklist of Conditions**

1. Development of the site shall be in substantial conformance with the Site Plan bearing City file stamp of March 26, 2014.

Detailed plans for the proposed sunshades shall be submitted to Planning staff for review and approval prior to the issuance of a Building Permit.

Parking lot lighting fixtures and light poles shall be black in color to match the existing lighting within the Shoppes of Wyndham Village development.

Any other significant changes, as determined by the Department of City Development, must be submitted to Planning staff for review and consideration prior to issuance of a Building Permit.

2. Implementation of all lighting, landscaping, architecture, parking, etc. as appropriate per the approved plan(s) must be completed prior to issuance of an Occupancy Permit. *An onsite inspection to confirm its completion must be made by the Department of City Development prior to issuance of an Occupancy Permit. The owner/applicant must schedule the onsite inspection with the Department of City Development at least one week in advance of the anticipated inspection.*
3. Outdoor storage, outdoor display of merchandise, encroachment into the protected natural resource features, etc. as appropriate is prohibited on the site.

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A SPECIAL USE FOR A CREDIT UNION USE UPON  
PROPERTY LOCATED AT 7750 SOUTH LOVERS LANE ROAD (BUILDING 8, LOT 3  
WITHIN THE SHOPPES OF WYNDHAM VILLAGE DEVELOPMENT)  
(SUMMIT CREDIT UNION, APPLICANT)

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WHEREAS, Summit Credit Union having petitioned the City of Franklin for the approval of a Special Use within a CC City Civic Center District under Standard Industrial Classification Title No. 6061 "Federal credit unions (with drive through facilities)", to allow for a credit union use, upon property located at 7750 South Lovers Lane Road (building 8, Lot 3 within the Shoppes of Wyndham Village development), bearing Tax Key No. 794-9999-008, more particularly described as follows:

Lot 3 of Certified Survey Map No. 8567 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013, as Document No. 10315111. Being a redivision of Lot 1 of Certified Survey Map No. 8000, being a redivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin (0.851 acres); 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 3rd day of April, 2014, 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.

SUMMIT CREDIT UNION – SPECIAL USE  
RESOLUTION NO. 2014-\_\_\_\_\_

**DRAFT**

Page 3

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

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

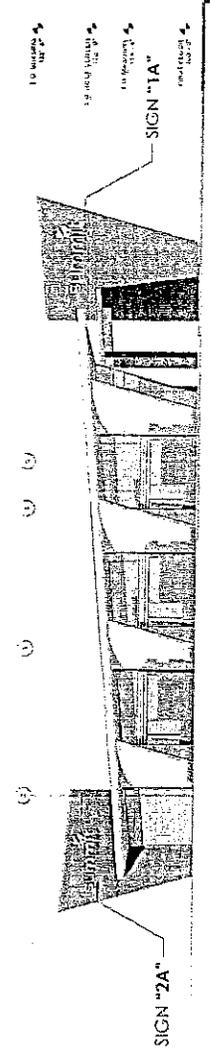
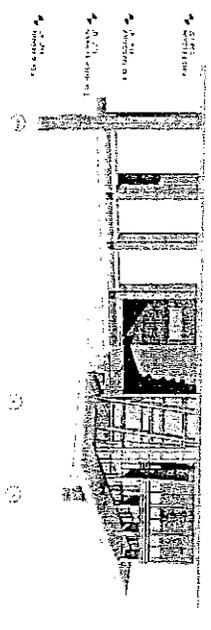
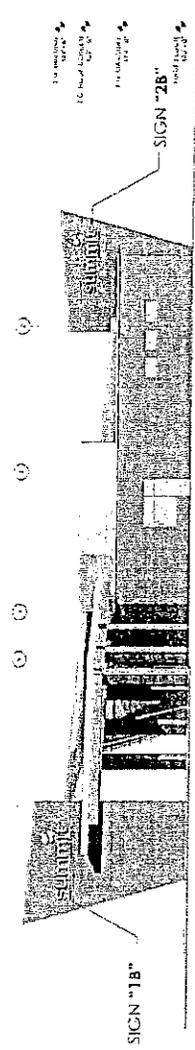
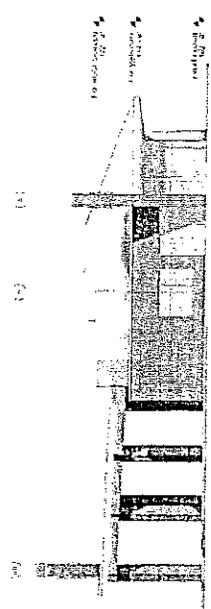
ATTEST:

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

YES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



NAME	SCHEDULE OF EXTERIOR FINISHES	FINISH / COLOR
1. EXTERIOR WALLS	1. EXTERIOR WALLS	1. EXTERIOR WALLS
2. EXTERIOR ROOFING	2. EXTERIOR ROOFING	2. EXTERIOR ROOFING
3. EXTERIOR FLOORING	3. EXTERIOR FLOORING	3. EXTERIOR FLOORING
4. EXTERIOR CEILING	4. EXTERIOR CEILING	4. EXTERIOR CEILING
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11. EXTERIOR GLASS	11. EXTERIOR GLASS	11. EXTERIOR GLASS
12. EXTERIOR STAIRS	12. EXTERIOR STAIRS	12. EXTERIOR STAIRS
13. EXTERIOR RAILINGS	13. EXTERIOR RAILINGS	13. EXTERIOR RAILINGS
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15. EXTERIOR LANDSCAPE	15. EXTERIOR LANDSCAPE	15. EXTERIOR LANDSCAPE
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99. EXTERIOR PLUMBING	99. EXTERIOR PLUMBING	99. EXTERIOR PLUMBING
100. EXTERIOR HVAC	100. EXTERIOR HVAC	100. EXTERIOR HVAC



**SOUTH - EAST ELEVATION**

Drawn by: [Name]  
 Checked by: [Name]  
 Date: [Date]

Project: [Project Name]  
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 Scale: [Scale]

**SUMMIT CREDIT UNION - FRANKLIN**

**EXTERIOR ELEVATIONS**

**A401**



Franklin

MAY 15 2014

City Development

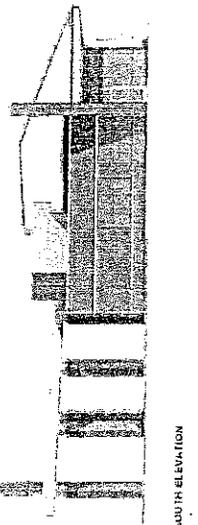


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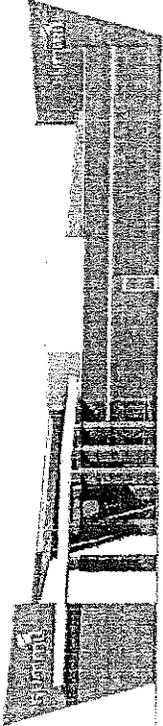
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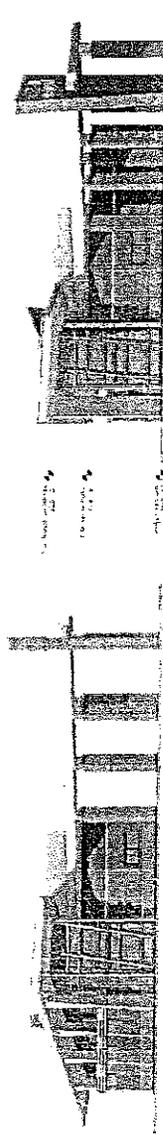
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SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION

ROOF - EAST ELEVATION



EAST ELEVATION

PROJECT NO. \_\_\_\_\_  
DATE: \_\_\_\_\_

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

SUMMIT  
CIRCLE OFFICE  
FRANKLIN

ARCHITECTURE  
INTERIORS  
LANDSCAPE ARCHITECTURE

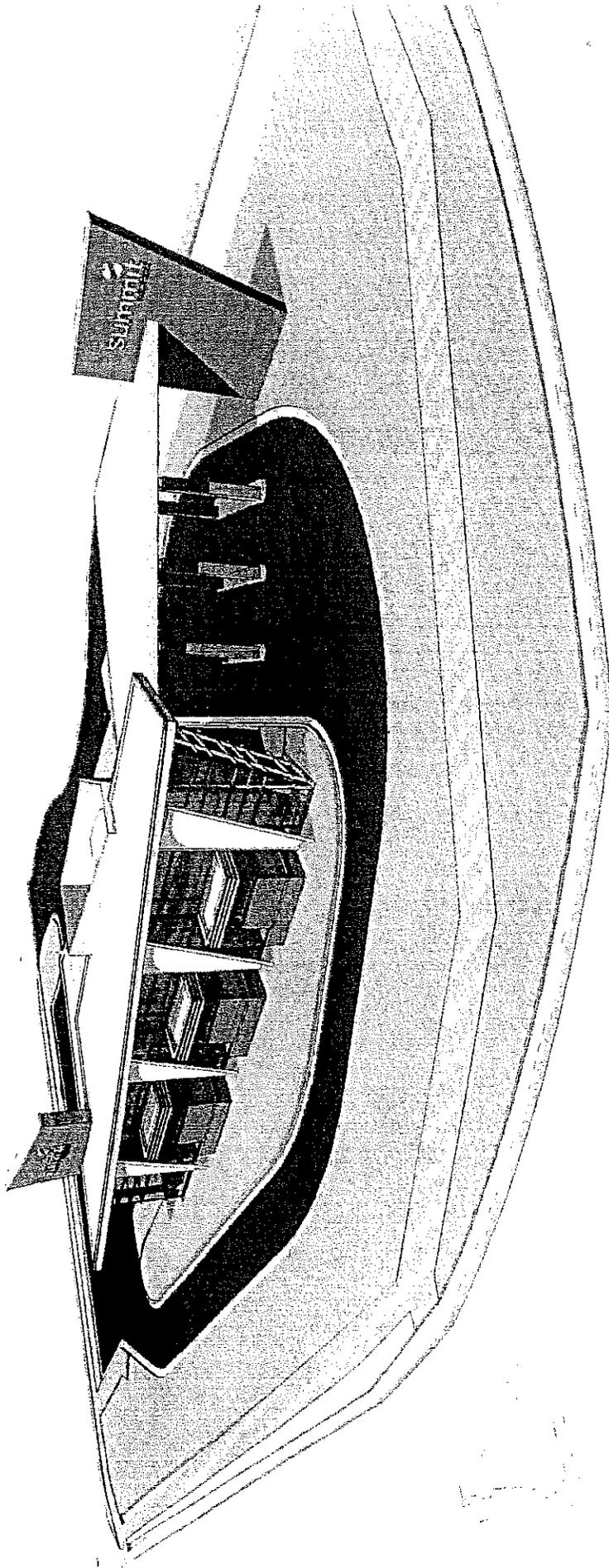
EXTERIOR  
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A401

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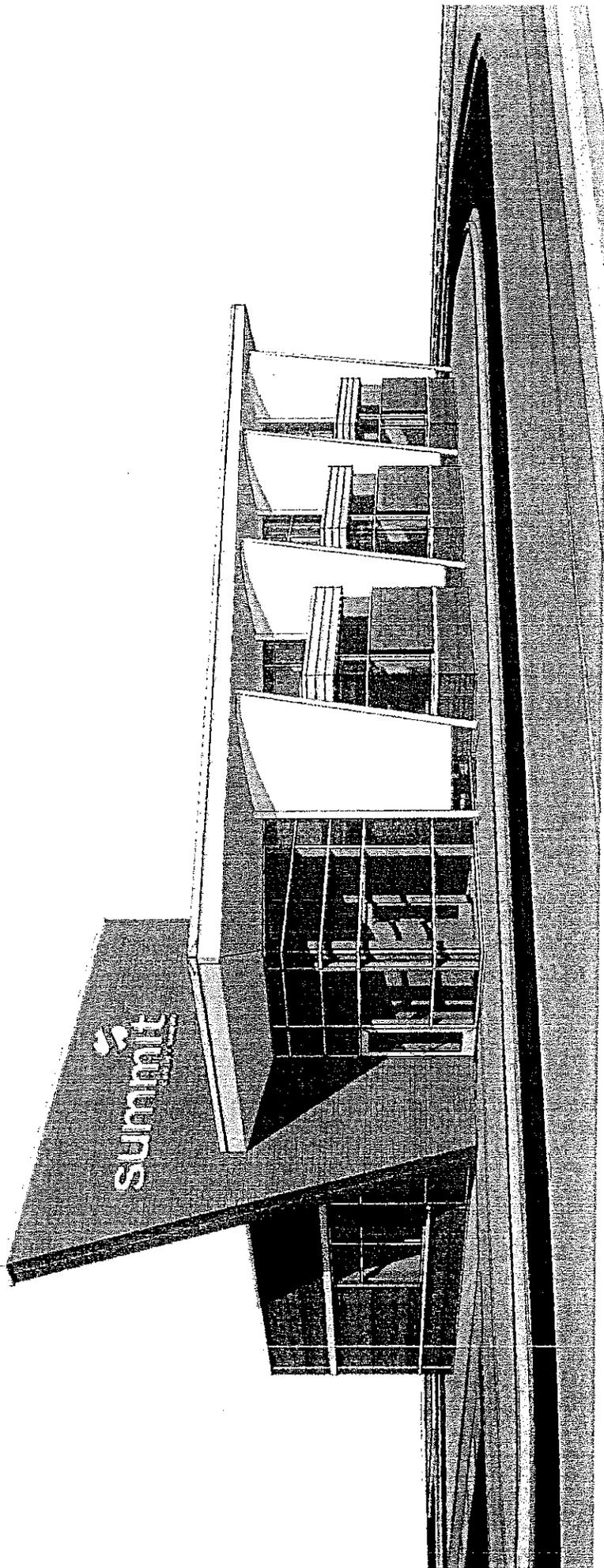
City Development



Franklin

MAY 15 2014

City Development



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

Meeting of April 23, 2014

**Special Use Amendment Time Extension**

**RECOMMENDATION:** Department of City Development staff recommends approval of the Special Use Amendment to extend the time for the obtaining of the issuance of an Occupancy Permit.

<b>Project Name:</b>	Summit Credit Union Special Use
<b>Project Location:</b>	7750 South Lovers Lane Road
<b>Property Owner:</b>	Franklin-Wyndham, LLC
<b>Applicant:</b>	Summit Credit Union
<b>Agent:</b>	Brandon Halverson, Strang, Inc.
<b>Current Zoning:</b>	CC Civic Center District
<b>2025 Comprehensive Plan:</b>	Mixed Use and Areas of Natural Resource Features
<b>Use of Surrounding Properties:</b>	Single-family residential to the north, single-family and vacant land zoned R-8 Multiple-Family Residence District to the south, Risen Savior Lutheran Church and vacant R-8 District land to the east and a gasoline service station and single-family zoned land to the west
<b>Applicant's Action Requested:</b>	Recommendation to the Common Council for approval of the proposed time extension

**Introduction:**

At the April 17, 2014 meeting, the Plan Commission recommended approval of a Special Use for Summit Credit Union to construct and operate an approximately 3,550 square foot credit union (with drive-through facilities) at 7750 South Lovers Lane Road, which is Building 8, Lot 3, within the Shoppes at Wyndham Village development. The Common Council approved the Special Use request at their May 6, 2014 meeting.

The Special Use resolution, Resolution No. 2014-6979, contains a condition that states, "...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."

The applicant has provided a letter indicating that they are moving forward with the development and Building Permits. The applicant anticipates construction beginning in May 2015 and Summit Credit Union occupying the building by December 6, 2015.

**Staff Recommendation:**

Department of City Development staff recommends approval of the Special Use Amendment to extend the time for the obtaining of the issuance of an Occupancy Permit.

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<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Request Council approval of Affiliation Agreement for Practicum Experience with Milwaukee Area Technical College for the purposes of providing field experience for paramedic students.</p>	<p>ITEM NUMBER <i>G, 2,</i></p>

**Background:**

The attached agreement would allow the Franklin Fire Department to partner with the Milwaukee Area Technical College (MATC) to provide a field experience setting for paramedic students. The Department has previously had similar agreements in place with Gateway Technical College, and Waukesha County Technical College. MATC's paramedic training program is geared toward students who are seeking full-time employment in the fire/EMS field, and could serve the Department as recruitment tool for future hiring processes. .

There is also the potential for FFD to send its remaining (or future hire) EMT-Basics for paramedic training through the MATC program, should that training schedule prove more fiscally advantageous than the Milwaukee County EMS training program. The agreement also would further enhance the cooperative training relationship between FFD and the area's primary technical school.

The agreement has been reviewed by the City Attorney's office, with revisions incorporated and agreed upon by both City Staff and MATC Corporate Council. The Fire Chief recommends approval.

**COUNCIL ACTION REQUESTED**

Request Council approval of Affiliation Agreement for Practicum Experience, to allow FFD to serve as a field training sight MATC's paramedic training program.

**AFFILIATION AGREEMENT FOR  
PRACTICUM EXPERIENCE**

This Agreement is made effective this \_\_th day of, 2015 ("Effective Date") by and between the Milwaukee Area Technical College District, a Wisconsin institution for technical education and training ("MATC"), and, The City of Franklin, Fire Department (the "Experience Setting").

**WITNESSETH**

WHEREAS, MATC administers educational curricula for various education programs (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised practicum experiences for MATC students enrolled in the Programs ("Students").

WHEREAS, the Experience Setting provides services or engages in activities consistent with the one or more Programs, and seeks to train future professionals by providing Students with supervised practicum experiences at the Experience Setting sites, consistent with the educational objectives of Students and MATC.

WHEREAS, MATC and the Experience Setting have determined that each may best accomplish its objectives by mutual assistance; and seek to describe their affiliation in this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, MATC and the Experience Setting agree as follows:

**AGREEMENT**

1. **MATC RIGHTS AND RESPONSIBILITIES.** In addition to its rights and responsibilities described elsewhere in this Agreement, MATC shall have the following rights and responsibilities:

1.1 **Preparation of Students for Practicum Placement.** MATC shall ensure, through qualified faculty, that each Student assigned to the Experience Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 **Assigning Students to the Experience Setting.** After receiving from the Experience Setting the number of placements available for Students, MATC shall select Students to be assigned to the Experience Setting. MATC shall notify the Experience Setting of the Students assigned to the Experience Setting, and each Student's availability for participation in practicum experiences.

1.3 **Educational Coordinator.** MATC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Experience Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. MATC shall provide to each Student assigned to the Experience Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Experience Setting.

1.5 Accreditation and Licensure. MATC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; and (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; MATC shall promptly notify the Experience Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. If required, MATC shall bear all costs and responsibility for background investigative checks and disclosures, pursuant to the Wisconsin Caregiver Background Check Law.

2. EXPERIENCE SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Experience Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Experience Setting shall have sole discretion to determine its capacity to accept Students for practicum placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of supervision that the Experience Setting can provide over a period of time, or other such description of capacity. The Experience Setting shall communicate such capacity to MATC before Students may be assigned to the Experience Setting.

2.2 Site Coordinator. The Experience Setting shall appoint an employee to serve as a coordinator at the site for each Program and shall communicate his or her name, title and telephone number to MATC. The Site Coordinator shall be responsible for overall management of the experience at the Experience Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Experience Setting shall provide MATC faculty and Students with a comprehensive orientation to the Experience Setting, including all applicable policies and procedures and expectations of the Experience Setting, and a tour of the physical plant. Such orientation shall include a comprehensive orientation to the Experience Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by MATC and Experience Setting.

2.4 Qualified Supervision. Experience Setting shall assure that a qualified individual supervises each Student. An individual shall be qualified if he or she: (i) maintains licensure or certification as required for the particular Program; (ii) possesses required experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching.

2.5 Experience Component Requirements. The experience component offered by MATC shall in all respects be implemented and administered by the Experience Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, if any, other authorities identified by MATC,

and all applicable laws. The Experience Setting shall immediately notify MATC of any change in the Experience Setting's qualifications, accreditation, licensure or eligibility status.

2.6 Inspections. The Experience Setting shall, upon reasonable request, permit inspection of its premises and vehicles by MATC.

2.7 Final Authority. The Experience Setting retains final authority for all aspects of operations at and management of the Experience Setting.

2.8 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Experience Setting.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, MATC and the Experience Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. MATC and the Experience Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Experience Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Experience Setting; and (ii) the importance of abiding by the Experience Setting's rules and regulations. MATC shall, if the Experience Setting so desires, assure prompt feedback to the Experience Setting regarding Students' evaluation of their practicum experience at the Experience Setting. The Experience Setting shall assure prompt feedback to MATC regarding Students' performance at the Experience Setting.

3.2 Review and Evaluation of Affiliation. MATC and the Experience Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain practicum experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSIBILITIES. MATC and the Experience Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Experience Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Experience Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Experience Setting premises. Student shall abide by all policies, rules and regulations established by the Experience Setting and MATC. Experience setting shall have sole authority on whether or not to remove a student from the program for conduct and shall discuss the same with MATC prior to removal of the student. Failure to abide by these policies, rules and regulations may result in the student's removal from the Experience Setting.

4.2 Timeliness. Student shall report to the Experience Setting at the assigned place and time. Student shall immediately inform the Experience Setting and MATC of Student's inability to report to the Experience Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by MATC. Student shall display proper identification as directed by the Experience Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Personal Expenses. While at the Experience Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care, and any other fees required by the Experience Setting in order to complete the practicum.

4.5 Evaluation of Practicum Experience. Student shall, upon request of MATC, or the Experience Setting, provide a candid written evaluation of the practicum experience at the Experience Setting including, without limitation, preparation for the on-site experience, orientation to the Experience Setting and experience and supervision at the Experience Setting.

4.6 Compliance with Laws. Student shall comply with all applicable laws governing the Experience Setting or the work the student participates in while placed at the Experience Setting including, but not limited to, the Health Insurance Portability and Accountability Act (HIPPA). MATC and the Experience Setting shall ensure proper HIPPA training for students.

## 5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Experience Setting, the Experience Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Experience Setting's capability and policies. The Experience Setting shall promptly notify MATC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment. MATC provides "accident only" insurance coverage for enrolled students which provides coverage for medical costs and treatment of injuries, as stated in the policy. Students shall be responsible to print and carry accident insurance cards and for filing and administration of any claims under the student accident insurance policy.

5.2 Immunizations. MATC shall assure that Student has received, before reporting to the Experience Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Experience Setting.

5.3 OSHA Policies. Experience Setting shall instruct Students regarding precautions and other procedures to protect Students, the public and Experience Setting personnel from workplace hazards.

## 6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Experience Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the practicum experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' practicum experience. Upon notice of non-renewal by either party, no new Student may be placed at the Experience Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

A. By Mutual Agreement. MATC and the Experience Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event MATC or the Experience Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B.(1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Experience Setting pursuant to this Section 6.2 (B) disrupts the practicum experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' practicum experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' practicum experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Experience Setting.

C. Immediate Termination. MATC may immediately terminate this Agreement and any and all Program Addenda if the Experience Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.5 of this Agreement. The Experience Setting may terminate this Agreement immediately upon written notice to MATC if MATC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

## 7. INDEMNIFICATION AND LIABILITY

7.1 MATC. MATC shall indemnify, defend and hold harmless the Experience Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by MATC or any of its employees. MATC shall indemnify the Experience Setting for any negligent acts or omissions by any Student that may arise during the course and scope of the practicum experience as described in this Agreement. MATC shall not indemnify the Experience Setting for any willful acts or failures to act by any Student that may arise out of this Agreement.

7.2 The Experience Setting. The Experience Setting shall indemnify, defend and hold harmless MATC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Experience Setting or any of its employees or agents, that may occur during or that may arise out of this Agreement.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

## 8. INSURANCE.

8.1 MATC. MATC shall maintain, at no cost to the Experience Setting, general and professional liability insurance covering MATC as an entity and each of its employees, agents and those Students placed at the Experience Setting against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the Experience Setting upon request.

8.2 The Experience Setting. The Experience Setting shall maintain, at no cost to MATC, general and professional liability insurance covering the Experience Setting as an entity and each of its employees and agents, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Experience Setting shall provide MATC with evidence of such insurance upon request.

9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of MATC and Experience Setting may be submitted by either party to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that such arbitration shall result in a final and binding award in the State of Wisconsin, and may be judicially enforced. Each party shall bear its own arbitration costs and expenses.

10. NOTICES AND COMMUNICATION.

10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to MATC:

Office of the General Counsel

Milwaukee Area Technical College

700 W. State St., Room M-278

Milwaukee, WI 53233

If to the Experience Setting:

or at other such addresses as a party from time to time may designate by written notice to the other party.

10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate MATC Dean, Educational Coordinator or Site Coordinator.

11. NON-EXCLUSIVE. The parties agree that MATC shall be free to enter into similar agreements with other facilities, and that the Experience Setting shall be free to enter into similar agreements with other educational institutions.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin. Any legal action regarding this Agreement shall be commenced and maintained in the Circuit Court for Milwaukee County, Wisconsin.

13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

15. RELATIONSHIP OF PARTIES. MATC and the Experience Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of MATC, the Experience Setting or their employees, both MATC and the Experience Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

16. CONFIDENTIALITY OF RECORDS

16.1 Student Records. MATC and the Experience Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than MATC. MATC agrees to provide the Experience Setting with guidance with respect to compliance with FERPA.

16.2 Other Records. MATC and the Experience Setting acknowledge that the confidentiality of other records, if any, shall be maintained.

17. NON-DISCRIMINATION. MATC and the Experience Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by MATC.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**MILWAUKEE AREA TECHNICAL COLLEGE:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXPERIENCE SETTING:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">05/05/2015</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">A RESOLUTION TO REIMBURSE VICTORY OF THE LAMB CHURCH FOR EXPENSES RELATED TO THE DESIGN OF A CITY PARK</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.3.</i></p>

**BACKGROUND**

Kayla's Playground is a City of Franklin park project. The design of this project has considered many locations. The first location supported by the City was at a parcel owned by Victory of the Lamb (VOTL) at approximate address 11120 W. Loomis Road. After much deliberation, the Common Council chose not to place the park facility on this parcel.

VOTL was extremely patient in this site selection process and invested much of their resources in consultant expenses related to design of the Loomis Road parcel. In budget considerations for other sites, Common Council has considered reimbursement for this site for justifiable expenses.

**ANALYSIS**

VOTL had two consultants perform billable work for their site related to Kayla's Playground that were charged and paid for by VOTL.

**KT Architects**

- \$3,200 for 32 hours in the months of February and March, 2015 related to this project
- \$5,262 For 5% of base contract related to the efforts on Kayla's Playground prior to February 2015.
- \$8,462 Subtotal of KT Architects

**Short Elliot Hendrickson, Inc. (SEH)**

- \$7,221.19 for Kayla's Playground portion of Original Site work
- \$19,550 for Change Order related to redesign of site to accommodate Park alternatives.
- \$26,771.19 Subtotal of SEH

**TOTAL COSTS=\$35,233.19**

Enclosed is supporting documentation with invoices supplied by VOTL, KT, and SHE. Note that the documentation does not include additional soil borings, VOTL volunteer time, and contractor preconstruction work.

**OPTIONS**

Approve or Deny

**FISCAL NOTES**

There are funds in the Contingency Budget of the Capital Improvement Fund.

**REMMENDATIONS**

Motion to adopt Resolution 2015-\_\_\_\_ A Resolution to reimburse Victory of the Lamb Church for expenses related to the design of a city park.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - \_\_\_\_\_

A RESOLUTION TO REIMBURSE VICTORY OF THE LAMB CHURCH FOR EXPENSES  
RELATED TO THE DESIGN OF A CITY PARK

-----  
WHEREAS, the City of Franklin in designing and constructing a City park known as Kayla's Playground;

WHEREAS, the initial site for consideration was at a parcel of land owned by Victory of the Lamb Church at approximate address 11120 W. Loomis Road; and

WHEREAS, Victory of the Lamb Church spent their funds to assist in the design of the City park ; and

WHEREAS, the City selected an alternate site for Kayla's Playground after Victory of the Lamb Church spent their funds; and

WHEREAS, the City has received documentation supporting the expenses paid in the amount of \$35,233.19; and

WHEREAS, there are sufficient funds in the Contingency Budget in the Capital Improvement fund;

NOW, THEREFORE, BE IT RESOLVED, The City of Franklin will Reimburse Victory of the Lamb Church \$35,233.19 for funds expended to develop a City park using the Contingency Appropriation of the Capital Improvement Fund.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

Glen Morrow

---

From: Jeff Guenther [jjnginvestments@yahoo.com]  
Sent: Tuesday, April 07, 2015 4:42 PM  
To: Glen Morrow  
Cc: Pastor Ben Kuerth  
Subject: VOTL  
Attachments: VOL - Change 2 (1).docx; KT Invoice.pdf; SEH Kayla.pdf; Glen Meeting Summary.docx

Glen,

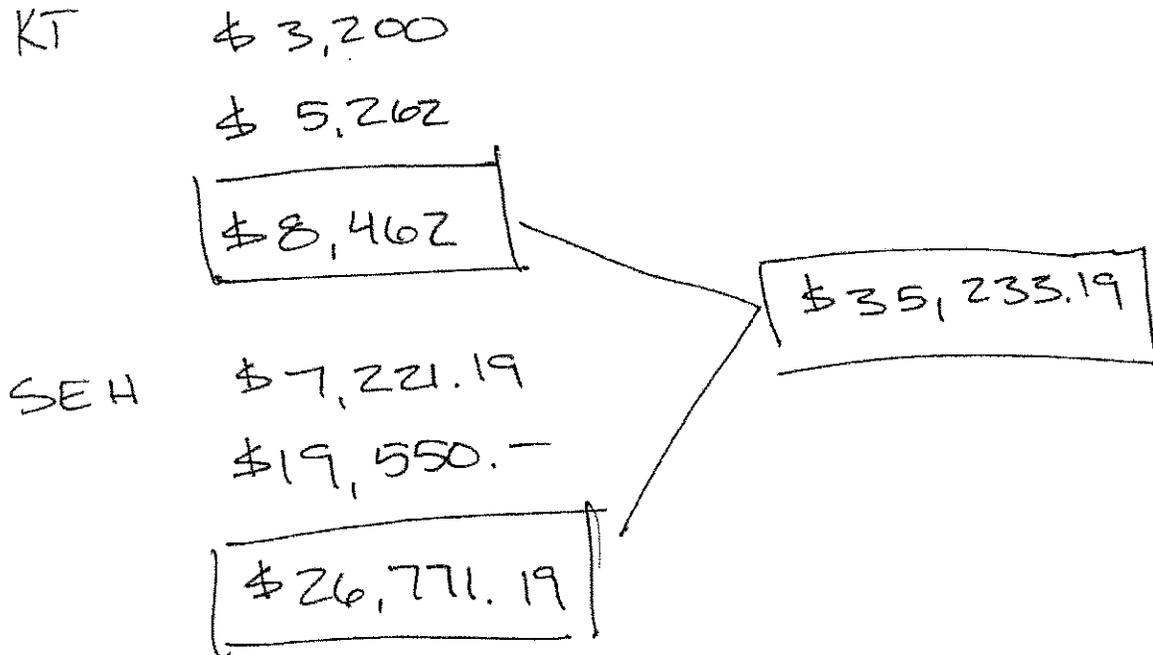
Please find an attached breakdown of the costs. Please note that the information is coming directly from our Architect and Engineer, and I just assembled the information onto a one page summary with my notes to summarize.

Also attached is additional supporting documentation that is referenced in the summary.

Thanks for your help on this!

Take care,

Jeff Guenther  
414-313-0804



## Kayla's Playground Portion of Costs

### KT Architects

We have 32 hours total of additional services for Kayla's Krew in the months of February and March, 2015 which equates to \$3,200.00. Additionally we have time spent that is part of the base contract. We would estimate that 5% of our work to date has been related to Kayla's Krew project coordination and planning.

Thank you,

Cynthia Korb

KORB TREDO ARCHITECTS  
790 N Milwaukee Street, Suite 210  
Milwaukee, Wisconsin 53202  
Office 414.273.8230  
Direct 414.988.7436  
Visit us @ [www.korbtredo.com](http://www.korbtredo.com)

TOTAL KT ARCHITECTS- 3200( email above) + 5262 (Attached statement total minus the 3200 from above times 5%)= \$8462 Total

### 2. SEH

a. memorandum for original site cost work attached

b. Change Order Two is a lump sum fee for our efforts to redesign the site per the revised layout provided by Korb Tredo. Unfortunately there is nothing that can be salvaged from all previous work except the topographic survey and boundary.

Please return a signed copy so that we may get started on the next submittal April 13th.

Roger T. Dupler, AICP, ASLA  
Senior Planner II  
501 Maple Avenue  
Delafield, WI 53108  
414.949.8914x111 direct  
414.588.5540 cell

SEH TOTAL 7221.19 for Kayla's portion of Original Site work (memorandum with details attached) +  
19550 (VOTL Change order 2 from SEH)=26,771.19

TOTAL COSTS=\$35,233.19

What is NOT included above is additional soil borings that had to be done on the site at a cost of \$1500. Also, Catalyst Construction sent the note below. Because they don't charge for preconstruction work (even though it is a function of their total billing), we didn't include this in the costs.

Catalyst's time has been about \$4,600.....since we don't actually charge you for PreConstruction, but that is about the money we spent on breakouts, meetings, etc. associated with Kayla's Krew.

Adam Arndt- Director of Preconstruction Services-Catalyst Construction

Playground design fees  
April 6, 2015  
Page 2

Reimbursement: \$4,990.00 (100% of design costs). All additional costs were initiated by the site plan changes necessitated by the playground. ✓

Excepting Revision 2, we are able to itemize all fees directly associated with the introduction and revisions to the playground. Records for Revision 2 incorporate the playground into the overall site engineering, stormwater maintenance, grading, utilities, and surveying. It is our assumption that costs associated with the playground constitute ten percent of that work effort.

Therefore the total fees directly associated with the incorporation of the playground equal \$7,221.79. We appreciate your consideration and request that the Church pass this information on to the City of Franklin for reimbursement. Accompanying this memo is a revised Change Order 1 for your consideration.

REQUESTED

(7,221.19)

Encl.

p:\16147\doc\corr\prdmemos\16147-playground fees-4-6-2015.docx

# KORB TREDO ARCHITECTS

## INVOICE SUMMARY REPORT

DATE: 2/28/2015

CLIENT: Victory of the Lamb Lutheran Church  
770 W. Plainsview Dr.  
Franklin, WI 53132

Attn: Pastor Ben Kuerth

PROJECT: **Victory of the Lamb**

KTA NO: 14015

Invoice No:	Description	A/E Fees	Travel	Printing	Add'l Serv	Reimburs.	Total
12011-01	1/31/2012	\$1,500.00	\$0.00	\$2.00	\$0.00	\$0.00	\$1,502.00
12011-02	2/29/2012	\$6,000.00	\$0.00	\$39.26	\$0.00	\$0.00	\$6,039.26
12011-03	3/31/2012	\$0.00	\$0.00	\$549.01	\$0.00	\$0.00	\$549.01
<b>Total for Project #12011</b>		<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$590.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,090.27</b>
13032-01	7/31/2013	\$2,200.00	\$0.00	\$2.08	\$0.00	\$0.00	\$2,202.08
13032-02	8/31/2013	\$3,165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,165.00
13032-03	9/30/2013	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00
13032-04	10/31/2013	\$1,735.00	\$0.00	\$0.78	\$0.00	\$0.00	\$1,735.78
13032-05	1/1/2014	\$0.00	\$0.00	\$21.80	\$0.00	\$242.86	\$264.66
14015-01	5/31/2014	\$11,250.00	\$0.00	\$76.40	\$0.00	\$0.00	\$11,326.40
14015-02	7/31/2014	\$11,250.00	\$0.00	\$4.42	\$0.00	\$0.00	\$11,254.42
14015-03	8/31/2014	\$10,000.00	\$17.92	\$495.84	\$0.00	\$0.00	\$10,513.76
14015-04	9/30/2014	\$12,000.00	\$0.00	\$33.95	\$0.00	\$0.00	\$12,033.95
14015-05	10/31/2014	\$15,000.00	\$0.00	\$49.12	\$0.00	\$2,000.00	\$17,049.12
14015-06	11/30/2014	\$15,000.00	\$0.00	\$305.36	\$0.00	\$3,145.00	\$18,450.36
14015-07	12/31/2014	\$15,000.00	\$0.00	\$2,192.21	\$0.00	\$0.00	\$17,192.21
14015-08	2/28/2014	\$1,000.00	\$0.00	\$358.21	\$1,500.00	\$0.00	\$2,858.21
<b>Total to Date</b>		<b>\$98,000.00</b>	<b>\$17.92</b>	<b>\$3,540.17</b>	<b>\$1,500.00</b>	<b>\$5,387.86</b>	<b>\$108,445.95</b>

- 3,200  
            
 \$ 105,245.95  
     5%  
            
 \$ 5,262.30



Building a Better World  
for All of Us™

## MEMORANDUM

TO: Jeff Guenther

FROM: Victory of the Lamb

DATE: April 6, 2015

RE: Playground design fees  
File No. d16147 14.00

I've looked into the history of the design efforts that have gone into the planning for Kayla's Krew Playground in an attempt to quantify our time to date. This is the chronology of the design evolution and the associated fees for each phase of revisions.

### Revision 1

In May, 2014 the playground was introduced as a site element after the site layout had been completed in the fall of 2013. The site plan was thereafter modified and engineered to produce the new concept for City of Franklin consideration. Plans were submitted November 3, 2014 to the City.

Associated fee: \$297.00 to convert information from Korb Tredo to YCA standards and prepare a base map for engineering design.

Reimbursement: \$297.00 (100% of design costs). ✓

### Revision 2

After the November 3, 2014 City submittal the site plan was modified again and completely engineered in preparation for submittal to the City of Franklin to initiate the site plan approval process at the December 4, 2014 Plan Commission meeting.

Associated fee: \$10,296.00 for site engineering, stormwater calculations, grading and utilities.

Reimbursement: \$1,029.60 (10% of total design costs). ✓

### Revision 3

In early January 2015 the playground shelter orientation and associated parking lot were modified which necessitated a redesign in the engineering documents.

Associated fee: \$905.19 for site engineering, stormwater calculations, grading, utilities and surveying. ✓

Reimbursement: \$905.19 (100% of design costs). All additional costs were initiated by the site plan changes necessitated by the playground.

### Revision 4

In late February 2015, after meeting with the City of Franklin the entire site layout was redesigned to accommodate two options for a public road to service the playground. This requested change necessitated a complete site redesign, computer input, and a Certified Survey Map for anticipated dedication to the City.

Associated fee: \$4,990.00 for site engineering, stormwater calculations, grading, utilities and surveying.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

SEH is 100% employee-owned | sehinc.com | 262.646.6855 | 888.908.8166 fax



**SEH**  
**YAGGY CHANGE ORDER 2**

To: Jeff Guenther

Date: March 26, 2015

AFTER  
APPROVED  
SITE PLAN

Project Name: Victory of the Lamb Lutheran Church

SEH-YCA Project No: D16147

This document briefly outlines the scope of work and fee for site plan redesign and engineering you have requested. In keeping with our understanding and agreement we request your signature for this Authorization.

Scope of Work:

1. Redesign the project site layout to incorporate all site elements and locations as provided by the project architect. ✓
2. Redesign the project stormwater and utilities in compliance with the revised site layout and prepare for submittal to the City of Franklin. ✓
3. Provide stormwater calculations per the City of Franklin requirements.
4. Prepare a landscaping plan in conformance with the City of Franklin requirements

Compensation:

The accrued charges for this scope of work, provided on a lump sum basis equals \$19,550.00

Short Elliott Hendrickson, Inc.

Approved by: \_\_\_\_\_  
Mike Court,

Date: \_\_\_\_\_

SEE 4/13/15 LETTER

CLIENT AUTHORIZATION

The above work items and price are satisfactory and SEH is hereby authorized to proceed:

Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

This Authorization to Proceed and the attached General Conditions of the Agreement for Professional Services (Rev. 08.03.11) shall constitute the project agreement for this work.

## Glen Morrow

---

**From:** Roger Dupler [rdupler@sehinc.com]  
**Sent:** Thursday, April 16, 2015 5:30 PM  
**To:** Glen Morrow  
**Subject:** Victory of the Lamb  
**Attachments:** doc-04162015172623.pdf

Glen

Attached is a description of the revisions necessitated by the playground. Please review and share with me your thoughts.

Roger T. Dupler, AICP, ASLA

Senior Planner II

SEH

501 Maple Avenue

Delafield, WI 53108

414.949.8914x111 direct

414.588.5540 cell

sehinc.com

Building a Better World for All of Us<sup>®</sup>

Please note the change in email address and direct dial telephone number.

Yaggy Colby Associates merged with Short Elliott Hendrickson Inc. (SEH<sup>®</sup>).



Building a Better World  
for All of Us®

April 13, 2015

RE: Victory of the Lamb Lutheran Church  
Site Plan Description

File No. D16147 14.00

Mr. Glen Morrow  
City Engineer  
City of Franklin  
9229 W. Loomis Road  
Highland, IN 46322  
Via email: gmorrow@franklinwi.gov

Dear Mr. Morrow,

Thank you for the opportunity to present justification for the revision fees associated with the Victory of the Lamb Lutheran Church site plan as it relates to Kayla's Krew Playground. It is our understanding that the City of Franklin has graciously agreed to refund the Church for our efforts associated with the playground. To that end, the Church has been presented with two change orders for additional work necessitated by inclusion of the playground.

Change Order 1 proposes to recoup time and effort dedicated to the planning and engineering required by the playground. On-site surveying, site plan design, engineering design, and landscape design were produced by SEH beginning in May 2014. The site plan was submitted to, and approved by, the Plan Commission at their December 4, 2014 meeting. Thereafter revisions requested by the playground consultant were incorporated in January, 2015 and in February, 2015 the site was redesigned to accommodate two separate options to provide a public right-of-way access into the playground. These efforts amount to an aggregate fee of \$7,221.79.

Change Order 2 quantifies additional work to redesign the site without the playground and achieve the original design intent desired by the Church. In an attempt to accommodate the playground in previous site plans the Church Building was forced southward, nearer to Loomis Road and in an area where considerable fill was required to raise the building to an acceptable elevation. Now that the playground is no longer part of the site plan it is possible to move the proposed Church Building to a more desirable location; reducing the amount of fill required, increasing the separation from Loomis Road, and expanding the stormwater basins so as to produce a desirable aesthetic with shallower slopes. Parking stalls required to satisfy the Phase One construction now occupy the space formerly dedicated to the playground, and stormwater conveyance in this area is modified to have direct access to the stormwater basin. A greater number of parking stalls are now positioned closer to the main entrance of the phase one building and the extent of are required for the eventual phase two is curtailed. The extent of these revisions are \$19,550.00.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

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Mr. Glen Morrow  
Victory of the Lamb Lutheran Church  
Page 2

I trust this explanation of the site plan revisions provides ample justification to seek reimbursement from the City for the significant efforts dedicated to realize the Kayla's Krew Playground.

Sincerely,

**SHORT ELLIOT HENDRICKSON, INC.**

A handwritten signature in black ink, appearing to read "RD", with a long horizontal stroke extending to the right.

Roger T. Dupler, AICP, ASLA

RTD/kw

cc: Jeff Guenther, SEH

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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>May 5, 2015</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A HOLDING TANK AGREEMENT WITH VICTORY OF THE LAMB INC. 11120 W. LOOMIS ROAD TAX KEY NO. 889-9989-000</b></p>	<p><i>G. H.</i></p>

Attached is a resolution authorizing execution of an agreement for a Holding Tank with Victory of the Lamb Inc., 11120 W. Loomis Road, (Tax Key No. 889-9989-000).

**COUNCIL ACTION REQUESTED**

Motion adopting Resolution No. 2015-\_\_\_\_\_ authorizing execution of an agreement for a Holding Tank with Victory of the Lamb Inc., 11120 W. Loomis Road, (Tax Key No. 889-9989-000).



Industry Services Division  
1400 E Washington Ave  
P.O. Box 7162  
Madison, WI 53707-7162

County MILWAUKEE  
Sanitary Permit Number (to be filled in by Co.)

### Sanitary Permit Application

In accordance with SPS 383.21(2), Wis. Adm. Code, submission of this form to the appropriate governmental unit is required prior to obtaining a sanitary permit. Note: Application forms for state-owned POWTS are submitted to the Department of Safety and Professional Services. Personal information you provide may be used for secondary purposes in accordance with the Privacy Law, s. 15.04(1)(m), Stats.

State Transaction Number  
Project Address (if different than mailing address)  
11120 W LODGUS  
FRANKLIN WIS 53132

#### I. Application Information -- Please Print All Information

Property Owner's Name  
VICTORY OF THE LAMB

Property Owner's Mailing Address  
7707 W PLANSVIEW DRIVE

City, State  
FRANKLIN WISC Zip Code  
53132 Phone Number  
414 403-3275

II. Type of Building (check all that apply)  
 1 or 2 Family Dwelling - Number of Bedrooms \_\_\_\_\_  
 Public/Commercial - Describe Use Church  
 State Owned - Describe Use \_\_\_\_\_

Parcel #  
Property Location  
Govt. Lot  
E 1/2 SE 1/4 Section 19  
(circle one)  
T 5 N. R 21 E or W  
Subdivision Name  
 City of FRANKLIN  
 Village of \_\_\_\_\_  
 Town of \_\_\_\_\_

#### III. Type of Permit: (Check only one box on line A. Complete line B if applicable)

A.  New System  Replacement System  Treatment/Holding Tank Replacement Only  Other Modification to Existing System (explain)  
B.  Permit Renewal Before Expiration  Permit Revision  Change of Plumber  Permit Transfer to New Owner  
List Previous Permit Number and Date Issued

#### IV. Type of POWTS System/Component/Device: (Check all that apply)

Non-Pressurized In-Ground  Pressurized In-Ground  At-Grade  Mound  $\geq 24$  in. of suitable soil  Mound  $< 24$  in. of suitable soil  
 Holding Tank  Other Dispersal Component (explain) \_\_\_\_\_  Pretreatment Device (explain) \_\_\_\_\_

#### V. Dispersal/Treatment Area Information:

Design Flow (gpd) 2568 Design Soil Application Rate (gpd/sf) N/A Dispersal Area Required (sf) \_\_\_\_\_ Dispersal Area Proposed (sf) N/A System Elevation \_\_\_\_\_

VI. Tank Info	Capacity in Gallons		Total Gallons	# of Units	Manufacturer	Prefab Concrete	Site Constructed	Steel	Fiber Glass	Plastic
	New Tanks	Existing Tanks								
Septic or Holding Tank	<u>5000</u>	<u>+ 3000</u>	<u>8000</u>	<u>2</u>	<u>LAKESHORE VAULT CO.</u>	<input checked="" type="checkbox"/>				
Dosing Chamber										

#### VII. Responsibility Statement- I, the undersigned, assume responsibility for installation of the POWTS shown on the attached plans.

Plumber's Name (Print) JACK LIETZAU Plumber's Signature [Signature] MPR Number 222853 Business Phone Number 262-993-0152  
Plumber's Address (Street, City, State, Zip Code)  
P.O. Box 121 COLGATE WISC 53017

#### VIII. County/Department Use Only

Approved  Disapproved  Owner Given Reason for Denial  
Permit Fee \$ \_\_\_\_\_ Date Issued \_\_\_\_\_ Issuing Agent Signature \_\_\_\_\_

#### IX. Conditions of Approval/Reasons for Disapproval

Attach to complete plans for the system and submit to the County only on paper not less than 8 1/2 x 11 inches in size

City of Franklin  
POWTS Servicing Contract

Contract Date  
**4-22-15**

This contract is made between the

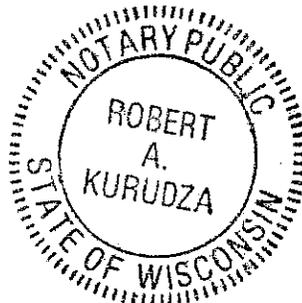
POWTS Owner(s) Name(s) <b>VICTORIA OF HUALAMB 11120 W LOOMIS Rd Franklin, WI</b>	and <b>Pastor Ben Kuerth</b>	Name of Maintainer or Company <b>Stanley Walter Septic Tank Service LLC 565 W22240 National Ave Waukesha, WI 53189</b>
---	-------------------------------------	---

That part of the East one-half (1/2) of the South East One-quarter (1/4) of Section numbered Nineteen (19), in Township numbered Five (5) North, Range numbered Twenty-one (21) East, Town of Franklin, bounded and described as follows: Commencing at a point on the North line of the South East 1/4 of Section 19 which point is 661.57 feet West of the North East corner of said South East 1/4; thence continuing West on said North line 661.57 feet to a point; thence South on the North and South 1/8 line 1535.25 feet to a point in the center line of the Loomis Road; thence North 41°55' East along said center line 163.03 feet to a point; thence North 40°56' East along said center line 838.70 feet to a point; thence North 765.80 feet to the place of beginning.

- The owner agrees to file a copy of this contract with the local governmental unit hereinafter called the "City, which has signed the maintenance agreement required in Comm. 83.50, Wis. Adm. Code and with the City of Franklin.
- The owner agrees to have the POWTS(s) serviced by the maintainer and guarantees to permit the maintainer to have access and to enter upon the property for the purpose of servicing the POWTS(s). The owner agrees to maintain the all-weather access road or drive so that the maintainer can service the POWTS(s) with the pumping equipment. The owner further agrees to pay the maintainer for all charges incurred in servicing the POWTS(s) system as mutually agreed upon by the owner and maintainer.
- The maintainer agrees to submit to the City, which has signed the maintenance agreement required by Comm. 83.54, Wis. Adm. Code, and a report for the servicing of the components on a three (3) year basis. The maintainer further agrees to submit a report that shall include:
  - The name and address of the person responsible for servicing the POWTS(s).
  - The name of the owner of the POWTS(s) system.
  - The location of the property on which the POWTS(s) is installed.
  - The sanitary permit number issued for the POWTS(s).
  - The dates on which the POWT(s) was serviced.
  - The volumes in gallons of the contents pumped from the POWTS(s) component for each servicing.
  - The disposal sites to which the contents from the component were delivered.
- This agreement will remain in effect until the owner or maintainer terminates this contract. In the event of a change in this contract, the owner agrees to file a copy of any changes to this service contract or a copy of a new service contract with the City of Franklin within ten (10) business days from the date of change to this service contract.

Owner(s) Name(s) (please print) <b>Benjamin Kuerth</b>	Owner Signature(s) <i>Benjamin Kuerth</i>
Maintainer Name (please print) <b>ALLEN WALTEN</b>	Maintainers Signature <i>Allen Walt</i>
	Maintainers Registration Number <b>WI DNR #65</b>

Subscribed and sworn to me on this date:  
**4-22-15**  
\_\_\_\_\_  
Today's Date  
*Robert A. Kurudza*  
\_\_\_\_\_  
Notary Public Signature  
**10/19/18**  
\_\_\_\_\_  
Commission Expiration



# HOLDING TANK AGREEMENT

Document No. / Plan Identification No.  
  
 Instrument Date  
4-28-15

This agreement is made between the governmental unit and holding tank owner(s)

This space reserved for recording data  
  
  
  
  
  
  
  
  
  
 Return To

County or Local Governmental Unit  
City of Franklin  
*(called Municipality below)*

Holding Tank Owner(s)  
Victory of the Lamb

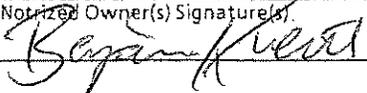
We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description)  
See Attached

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under Ch. ILHR 83, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the ~~COUNTY~~ City of Franklin to issue a sanitary permit for the above described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of Ch. ILHR 83, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the municipality to prevent or abate a human health hazard as described in s. 254.59, Stats., the municipality may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.60, Stats.
2. The owner agrees, pursuant to s. ILHR 83.18 (10), Wis. Adm. Code, to have installed in a new building or new structure a water meter approved by the County and State. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturers specifications. The owner agrees to be financially responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the municipality to enter the above described property on a regular basis to read and/or inspect the water meter.
3. Owner agrees to pay all charges and cost incurred by the municipality for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The municipality shall notify the owner of any costs which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
4. The owner, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract or the owner's registration with the municipality. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the municipality within ten (10) business days from the date of change to the service contract.
5. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the municipality on a semiannual basis a report in accordance with s. ILHR 83.18 (4) (a) 2., Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 146.20 (3) (d), Stats., the owner shall submit the report to the municipality. The municipality may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
6. This agreement will remain in effect only until the local governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. ILHR 83, Wis. Adm. Code. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
7. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

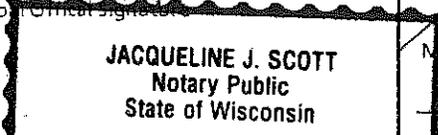
Owner(s) Name(s) - Print  
Victory of the Lamb

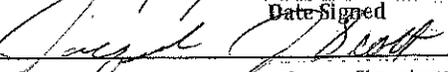
Notarized Owner(s) Signature(s)  


Subscribed and sworn to before me on this date:

4/28/2015  
 Date Signed

Municipal Official Name - Print  
 Municipal Official Title - Print

Municipal Official Signature(s)  


  
 Notary Signature

My commission expires: 2/21/2016

That part of the East one-half (1/2) of the South East One-quarter (1/4) of Section numbered Nineteen (19), in Township numbered Five (5) North, Range numbered Twenty-one (21) East, Town of Franklin, bounded and described as follows: Commencing at a point on the North line of the South East 1/4 of Section 19 which point is 661.57 feet West of the North East corner of said South East 1/4; thence continuing West on said North line 661.57 feet to a point; thence South on the North and South 1/8 line 1535.25 feet to a point in the center line of the Loomis Road; thence North 41°55' East along said center line 163.03 feet to a point; thence North 40°56' East along said center line 838.70 feet to a point; thence North 765.80 feet to the place of beginning.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">5/5/15</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>ORDINANCE TO AMEND SECTION 15-3.0415 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 10 (RIVERWOOD VILLAGE- BOURAXIS) TO REPEAL THE MONUMENT SIGN HEIGHT LIMIT AND TO PERMIT SOUTH ELEVATION SIGNAGE FOR OSCAR'S FROZEN CUSTARD (7041 SOUTH 27TH STREET) (JAMES TAYLOR AND SUSAN TAYLOR, APPLICANTS)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>615</i></p>

At the April 23, 2015, meeting of the Plan Commission, the following action was approved: motion to recommended approval of an Ordinance to amend Section 15-3.0415 of the Unified Development Ordinance Planned Development District No. 10 (Riverwood Village-Bouraxis) to amend the monument sign height limit and to provide for factors to be considered as read into the record and exceptions therefrom to be applied for before the Plan Commission (conditions as follows by the City Planner and Commissioners Fowler and Thinnes; 1) sign is unique or distinctive and establishes a special character that enhances the Planned Development District and represents an established corporate image, 2) sign does not create any negative impacts or concerns relating to safety, visual clutter or setbacks 3) Plan Commission reviews each individual request for exception based on its merits, 4) sign does not interfere with traffic visibility, 5) sign does not interfere with the viewscape of signs on neighboring properties); and 6) the grant of exception be specifically for the subject property; and then with regard to Section 2 of the draft ordinance that provides for the insertion of Oscar's Frozen Custard as able to utilize the south building elevation signage, in addition there to Goodwill and GFS Marketplace be added to that section and Andy's Charhouse be deleted (7041 South 27<sup>th</sup> Street) (James Taylor and Susan Taylor, Applicants).

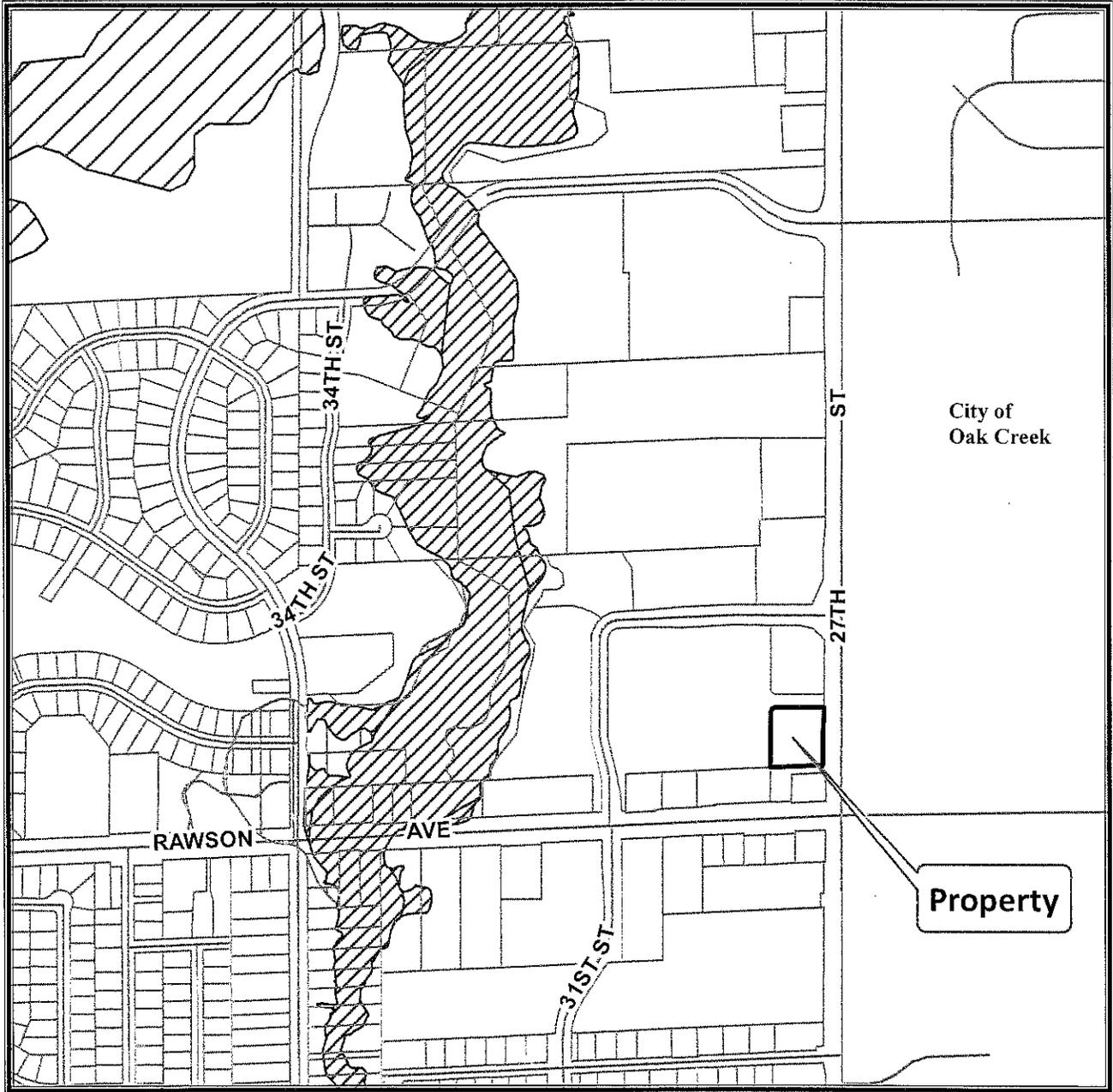
The attached ordinance has been revised with tracked changes from the Plan Commission's above motion. The City Building Inspector and Director of Administration are working on an amendment to the Sign Code that would include a variance process for sign height.

**COUNCIL ACTION REQUESTED**

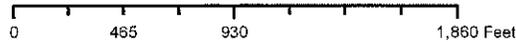
A motion to adopt Ordinance No. 2015-\_\_\_\_\_, an Ordinance to amend Section 15-3.0415 of the Unified Development Ordinance Planned Development District No. 10 (Riverwood Village-Bouraxis) to repeal the monument sign height limit and to permit south elevation signage for Oscar's Frozen Custard (7041 South 27<sup>th</sup> Street) (James Taylor and Susan Taylor, Applicants).



7041 South 27th Street  
PDD 10 Riverwood Village



Planning Department  
(414) 425-4024



2013 Aerial Photo

*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.*

## ORDINANCE NO. 2015-\_\_\_\_

AN ORDINANCE TO AMEND SECTION 15-3.0415 OF THE  
UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT  
DISTRICT NO. 10 (RIVERWOOD VILLAGE-BOURAXIS) TO REPEAL THE  
MONUMENT SIGN HEIGHT LIMIT AND TO PERMIT SOUTH ELEVATION  
SIGNAGE FOR OSCAR'S FROZEN CUSTARD  
(7041 SOUTH 27TH STREET)  
(JAMES TAYLOR AND SUSAN TAYLOR, APPLICANTS)

---

WHEREAS, §15-3.0415 of the Unified Development Ordinance provides for and regulates Planned Development District No. 10 (Riverwood Village-Bouraxis), same having been created by Ordinance No. 95-1337 and later amended by Ordinance Nos. 97-1447, 98-1492, 99-1546, 00-1594, 00-1597, 01-1678, 02-1721, 03-1754, 04-1789, 04-1799, 05-1857, 08-1955, 12-2067 and 12-2068, with such District being located at 6919 South 27th Street; and

WHEREAS, Planned Development District No. 10 (Riverwood Village-Bouraxis) includes those lands legally described as follows:

Lot 2 of the Riverwood Village Subdivision being a re-division of parcels 2, 3 & 4 of Certified Survey Map No. 6810, being a redivision of parcels 1, 2, 3 & 4 of Certified Survey Map No. 5346, Reel 2395 Image 1001; Parcel 1 of Certified Survey Map No. 136, Reel 540, Image 283, Lot 209 of "Hidden Lakes No. 4"; vacated street right-of-way and unplatted lands in the Southeast 1/4 of the Southwest 1/4 and the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 1, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, except parts conveyed in Doc. No. 10352698 for street. Tax Key No. 738-0069-001; and

WHEREAS, James Taylor and Susan Taylor having petitioned for an amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis), to repeal the 11 foot monument sign height limit and to permit south elevation building signage for the Oscar's Frozen Custard occupancy of the existing building located at 7041 South 27th street; and

WHEREAS, the City of Franklin Plan Commission determined that the amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis) was not a substantial change to the Plan, thus not requiring a public hearing upon the aforesaid petition, and the Plan Commission thereafter having determined that the proposed amendment would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment would promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0415 Planned Development District No. 10 (Riverwood Village-Bouraxis), of the Unified Development Ordinance of the City of Franklin, Wisconsin, specifically, Section 2.0 of Ordinance No. 2000-1597, §M.4, pertaining to freestanding signs height limits, is hereby ~~repealed~~ amended as follows: insert following the existing text: "The Plan Commission may grant exceptions to the monument sign height and length requirements, following the review of a written application thereof and consideration of the following factors; 1) sign is unique or distinctive and establishes a special character that enhances the Planned Development District and represents an established corporate image; 2) sign does not create any undue negative impacts or concerns relating to safety, visual clutter or setbacks; 3) sign does not interfere with traffic visibility; 4) sign does not interfere with the viewscape of signs on neighboring properties; and 5) a grant of exception be specifically for the subject property and shall be based upon the individual merits of the application for the exception."

SECTION 2: §15-3.0415 Planned Development District No. 10 (Riverwood Village-Bouraxis), of the Unified Development Ordinance of the City of Franklin, Wisconsin, specifically, Section 2.0 of Ordinance No. 2000-1597, §M.6, pertaining to south building elevation signage, is hereby amended as follows: insert "Oscar's Frozen Custard, Goodwill" immediately following "Gander Mountain" and replace "Andy's Charhouse" with "GFS Marketplace".

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

ORDINANCE NO. 2015-\_\_\_\_\_

Page 3

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

ATTEST:

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

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

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

Franklin

APR 13 2015

City of Franklin  
Department of City Development

City Development

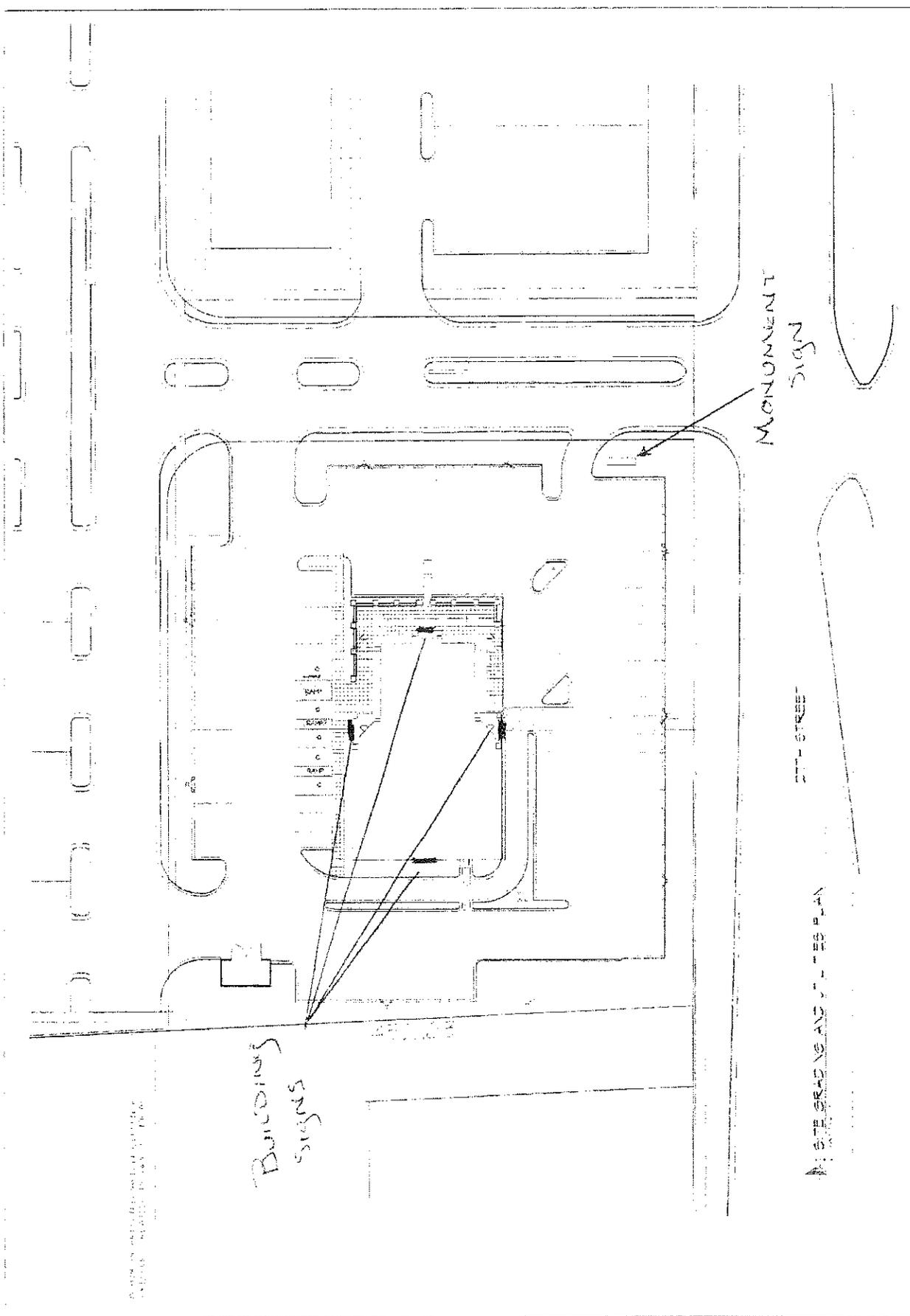
1. We are requesting the following minor changes to PDD 10 sign requirements:
  - a. M.4 - Remove this section of the PDD restricting monument and freestanding sign heights and widths
  - b. M.6 - Add Oscar's Custard to the exception list allowing a south elevation sign to be installed on the building

We are requesting a creative monument sign of 19'6" above the base which would exceed the allowable height in the PDD 10 guidelines. We are also proposing a 12' width to the upper part of the sign which again exceeds the allowable width within the current PDD. Lastly there are on two business that are exempted from the south elevation signage prohibition, we would like to install a southern facing sign for visibility from Rawson Ave as the corner lot will not be developed.

2. We are currently working with the city planning and building inspection departments to change the legal verbiage for variance requests to possibly allow the additional height of the proposed monument sign
3. If the Minor PDD Amendments are granted we would like to ask for a variance for the additional height of the monument sign and a 5% increase in the maximum allowable sign area for the development to allow for the south elevation sign.

Respectfully,

Jim Taylor



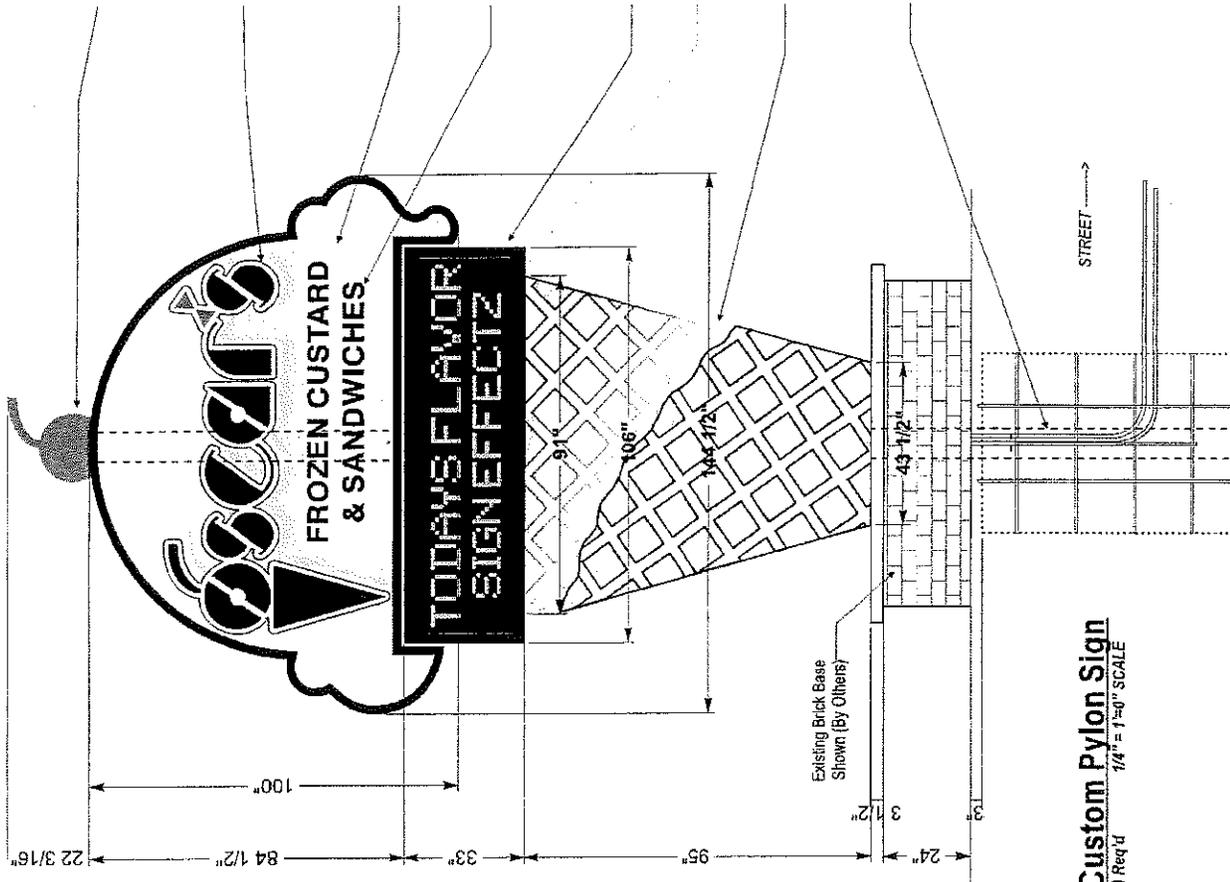
BUILDING  
SIGNS

MONUMENT

MONUMENT

MONUMENT

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



Cherry (built like channel letter - (two sides - Stern faces street);  
 Formed w/ .063" Thk Alum Coil Stock  
 @ 10 Deep Painted PMS 485 C Red w/ Internal Baffles and Internally Lit w/ LEDs.  
 w/ Two (2) Faces: .125" Thk #2283 Red Acrylic w/ 1" Thk Red Trimcap.

Channel Letters: (two sides)  
 .063" Thk Alum Coil Stock @ 3" Deep w/ 1" Black Trim Cap and  
 .125" Thk #7328 White Acrylic Faces w/ 3M 3630-22 Matte Black Vinyl Film and  
 3M 3630-33 Red Translucent Vinyl Film

White Faces: (two sides - drip faces street)  
 .177" Thk White Polycarbonate Supported by 2 1/4" wide x .080" Thk Custom Routed  
 Alum Retainer, Illuminated w/ Super Nova Color Changing RGB LEDs

Frozen Custard Sandwich Letters: (two sides)  
 3M 3630-22 Matte Black Vinyl Film Applied  
 to 1st Surface of White Polycarbonate 'scoop'.

Electronic Message Center: (two sides)  
 Daktronics Model: AF-3550-32x128-20-RGB-2V  
 Galaxy@ 20mm RGB Outdoor LED Matrix Display 3550  
 Series; Standard Cabinet Separation Up To 18ft

Top Cabinet:  
 1" x 1" x 125" Thk Supporting Alum Tube and .063" Thk Alum Returns  
 Painted Satin Black w/ 2" wide, .125" Thk Custom Routed Retainers

Pole Skirt: (two sides - down angle faces street)  
 2" x 2" x .125" Thk Alum Angle and .063" Thk Alum Returns  
 Paint (TBD), Waffle Pattern formed w/ 3" x 3/8" Thk  
 Alum Bar. Paint (TBD) White LED Strip Between Waffle Cone Layers

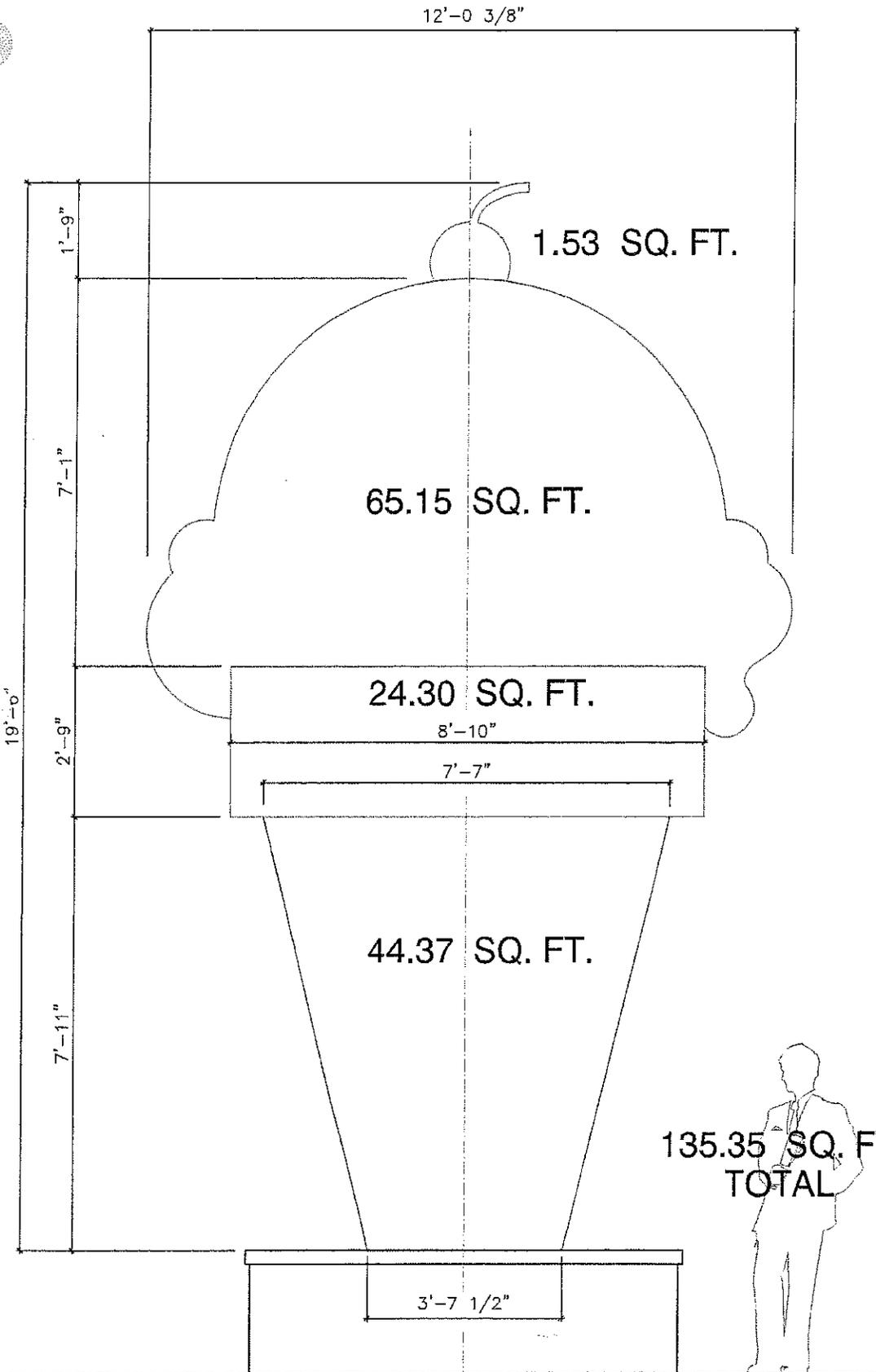
8" Dia Steel Pole Set in Concrete, 3" Below Grade w/ 5/8" Rebar  
 Footing TBD

120V Primary Electrical Connection to Existing Power Source  
 by Locally Licensed Electrician.

- 3M 3630-22 Matte Black Vinyl Film
- .125" Thk #7328 White Acrylic
- 3M 3630-33 Red Translucent Vinyl Film
- .177" Thk White Polycarbonate (shown backlit by LEDs)
- Paint to Match PMS 468 C

**Double-Sided Custom Pylon Sign**  
 South Elevation One (1) Req'd 1/4" = 1'-0" SCALE

<p><b>Sign Effectz, Inc</b>          SIGN EFFECTZ          1000 N. LINCOLN ST. SUITE 100          FRANKLIN, WI 53132          TEL: 262.588.8888          WWW.SIGNEFFECTZ.COM</p>	<p><b>CUSTOMER:</b> Oscar's Custard          7041 S 27th St          Franklin, WI 53132</p>	<p><b>REVISIONS:</b>          Rev A: 02/18/2015          Rev B: 02/18/2015          Rev C: 02/18/2015          Rev D: 02/18/2015          Rev E: 02/18/2015          Rev F: 02/18/2015</p>	<p><b>DRAWING:</b>          5953704C_03R1          Insighity Ord #: 5953704          Sales: MB          Drawn by: AE          Scale: 1/8" = 1'-0"</p>
<p><b>DISCLAIMER:</b>          This is an original design created by Sign Effectz. The          advertiser design protected under copyright laws of the          United States Code. You agree not to copy, photograph,          scan or in any way reproduce any part of this drawing          without the written consent of Sign Effectz.</p>		<p><b>Signature:</b> _____ <b>Date:</b> _____</p>	



# Sign Effectz

1827 W Glendale Ave.  
 Milwaukee WI 53209  
 414-264-5504  
 signeffectz.com

CUSTOMER

**OSCAR'S  
 FROZEN  
 CUSTARD**

FRANKLIN, WI

ORDER NUMBER

**XXXXX**

ELECTRICAL INFORMATION

VOLTS: XXX VOLTS  
 AMP DRAW: XX AMPS  
 CIRCUITS: (X) XX AMP

THIS SIGN IS INTENDED TO BE  
 INSTALLED IN ACCORDANCE WITH  
 THE REQUIREMENTS OF ARTICLE  
 600 OF THE NEC AND/OR OTHER  
 APPLICABLE LOCAL CODES. THIS  
 INCLUDES PROPER GROUNDING  
 AND BONDING OF THE SIGN.

REVISIONS

SALES

MIKE DLUGI

DRAWN BY

MGL

DATE

2/23/15

SCALE

3/8"=1'-0"

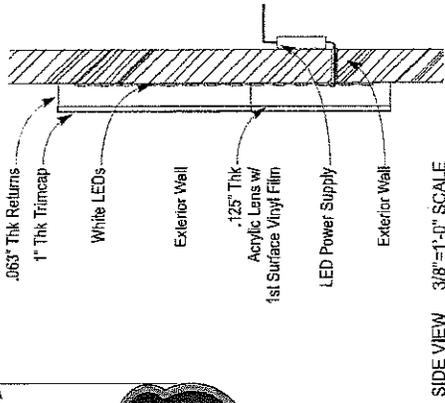
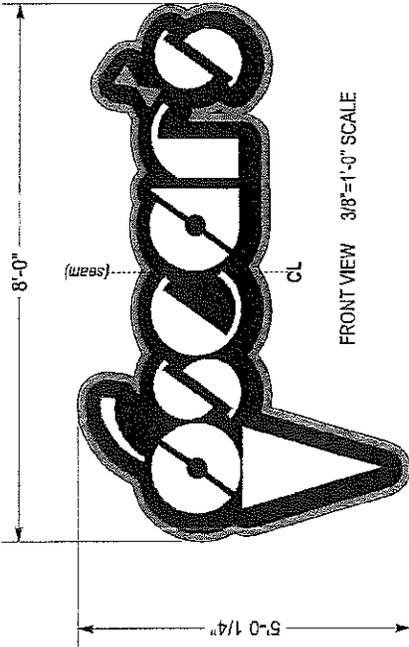
SHEET

XX

DRAWING NUMBER

**5953704C**

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



**FACE-LIT CHANNEL LETTERS**

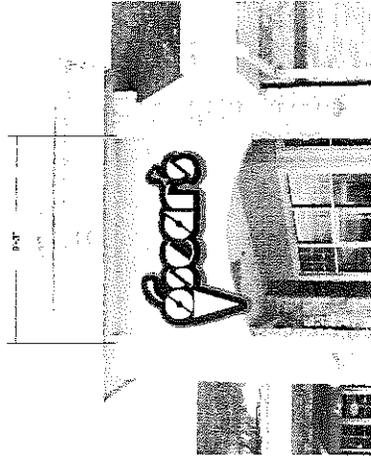
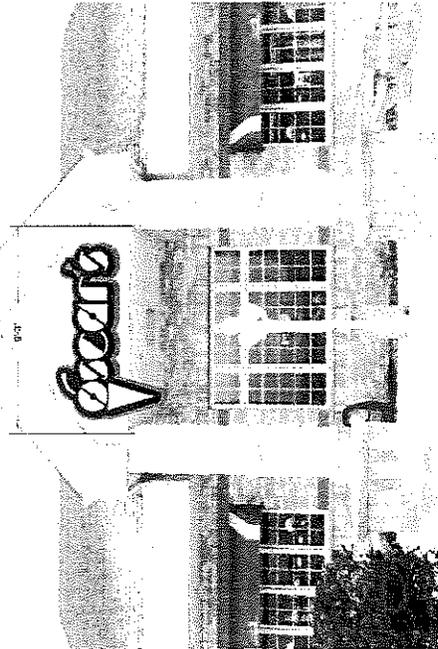
Four (4) Sets Req'd - (One per elevation)

Fabricate and Install Four (4) Sets of Face-Lit Channel Letters. One per North/ South/ East/ West Elevation.

.050" Thk Mill-Finished 5" Deep Painted w/ .063" Thk White Pre-Finished Alum Backers.

Faces are .125" Thk #7328 White Acrylic w/ 1st Surface Vinyl and 1" Thk Red Trimcap.

- 3M 3630-22 Matte Black Vinyl Film
- 3M 3630-33 Red Translucent Vinyl Film
- .125" Thk #7328 White Acrylic



**Customer:** Oscar's Custard  
7041 S 27th St  
Franklin, WI 53132

**Signature:** \_\_\_\_\_

**Customer:** Oscar's Custard  
7041 S 27th St  
Franklin, WI 53132

**Date:** \_\_\_\_\_

**DRAWING:** 5953704C\_04R2

**Insightly Ord #:** 5953704

**By:** \_\_\_\_\_  
**Date:** 02/16/2015

**Scale:** 3/8"=1'-0"

---

Customer Artwork Avail  Graphic Cleanup  Elevation Drawings Avail  Survey Needed  Survey Notes Available  Surveyor Init: \_\_\_\_\_ Survey Photos/Files Photos Uploaded  File Locations: Insightly  Network  Other Notes: \_\_\_\_\_

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**REVISIONS:** New or Revised: \_\_\_\_\_ By: AE Date: 02/16/15  
New or Revised: \_\_\_\_\_ By: AE Date: 02/16/15  
New or Revised: \_\_\_\_\_ By: AE Date: 02/16/15  
New or Revised: \_\_\_\_\_ By: AE Date: 02/16/15

Concept Submittal  Changes:  2  3  Estimated:  Adjusted:  1  2  Production Chng. Release:  Date: \_\_\_\_\_ Install Dwg. Release:  Date: \_\_\_\_\_ Fabrication Completed & DCR'd  Date: \_\_\_\_\_

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### FACE-LIT CHANNEL LETTERS

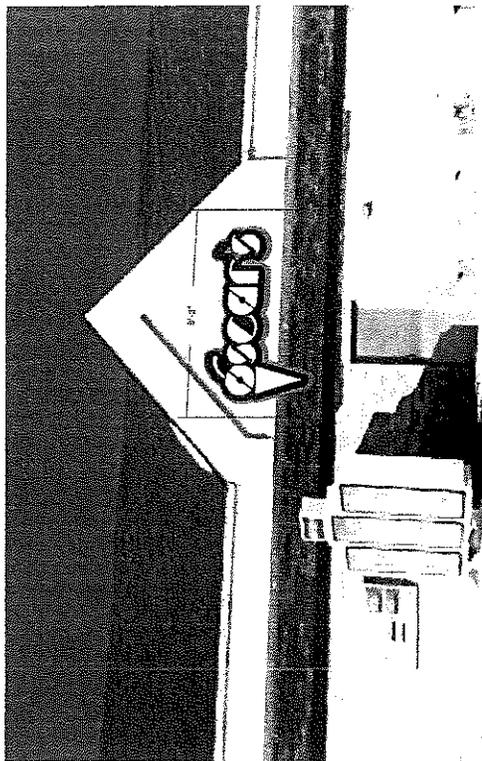
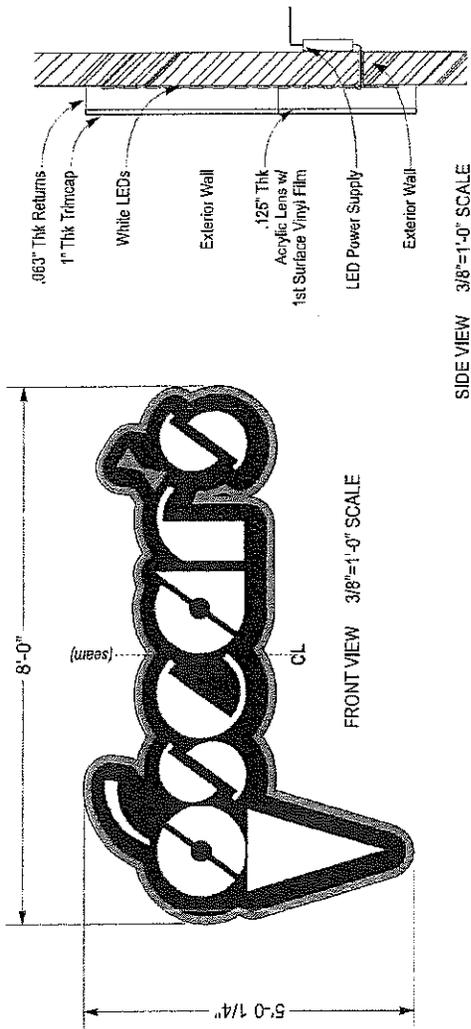
Four (4) Sets Req'd - (one per elevation)

Fabricate and install Four (4) Sets of Face-Lit Channel Letters. One per North/ South/ East/ West Elevation.

.050" Thk Mill-Finished 5" Deep Painted w/ .063" Thk White Pre-Finished Alum Backers.

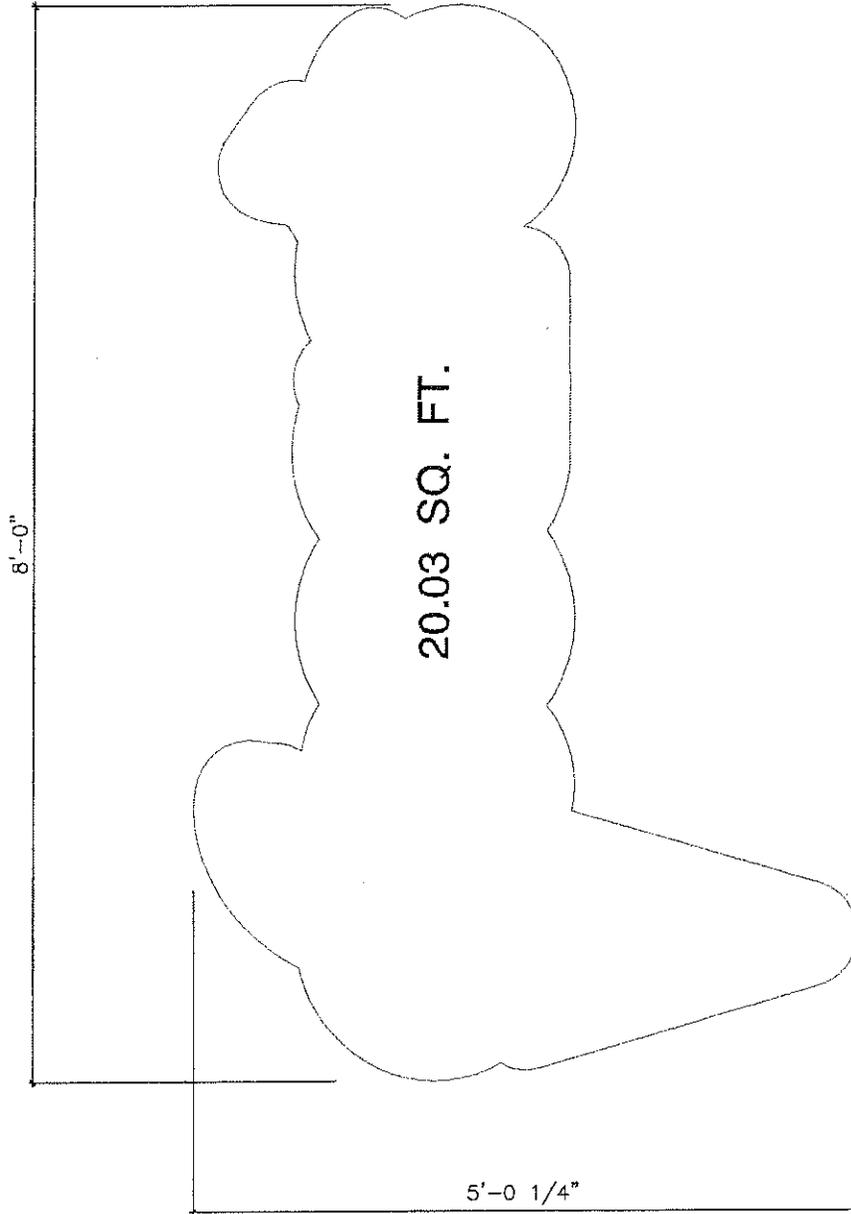
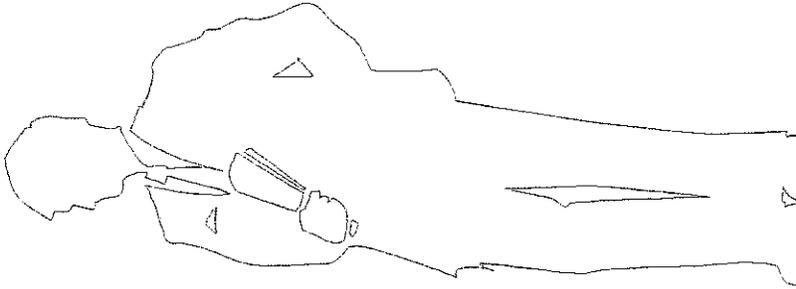
Faces are .125" Thk #7328 White Acrylic w/ 1st Surface Vinyl and 1" Thk Red Trimcap.

- 3M 3630-22 Matte Black Vinyl Film
- 3M 3630-33 Red Translucent Vinyl Film
- .125" Thk #7328 White Acrylic



SOUTHELEVATION 1/8"=1'-0" SCALE

Customer Artwork Avail <input type="checkbox"/> Graphic Cleanup <input type="checkbox"/> Elevation Drawings Avail <input type="checkbox"/> Survey Notes Available <input type="checkbox"/> Surveyor Init. _____ Survey Photos/Site Photos Uploaded <input type="checkbox"/> File Locations: Insightly <input type="checkbox"/> Network <input type="checkbox"/> Other Notes: _____	<b>DISCLAIMER:</b> This is an original design created by Sign Effects. The submitted design protected under copyright laws of the United States Code. You agree not to copy, photograph, reproduce, or otherwise use this design without the written consent of Sign Effects.	<b>REVISIONS:</b> Rev A _____ By _____ Date _____ Rev B _____ By _____ Date _____ Rev C _____ By _____ Date _____ Rev D _____ By _____ Date _____ Rev E _____ By _____ Date _____ Rev F _____ By _____ Date _____
<b>SignEffects, Inc</b> SIGN • LIGHTING 2000 S. 10TH ST. SUITE 1000 FRANKLIN, WI 53132	<b>CUSTOMER:</b> Oscar's Custard 7041 S 27th St Franklin, WI 53132	<b>DRAWING:</b> 5953704C_06 Insightly Ord #: 5953704 Date: 02/25/2015 Sales: MD Drawn By: AE Scale: 3/8"=1'-0"
General Submittal <input type="checkbox"/> Changes: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> Estimated <input type="checkbox"/> Adjusted 1 <input type="checkbox"/> 2 <input type="checkbox"/> Production Dwg. Release <input type="checkbox"/> Date: _____ Includ Dwg. Release <input type="checkbox"/> Date: _____ Materials Assessed <input type="checkbox"/> Ordered <input type="checkbox"/> by Init. _____ Date: _____ Fabrication Completed & QC'd <input type="checkbox"/> Date: _____		



# Sign Effectz

1827 W Glendale Ave.  
 Milwaukee WI 53209  
 414-264-5504  
 signeffectz.com

CUSTOMER

**OSCAR'S  
 FROZEN  
 CUSTARD**

FRANKLIN, WI

ORDER NUMBER

**XXXXXX**

ELECTRICAL INFORMATION

VOLTS:           XXX VOLTS  
 AMP DRAW:       XX AMPS  
 CIRCUITS:       (X) XX AMP

THIS SIGN IS INTENDED TO BE  
 INSTALLED IN ACCORDANCE WITH  
 THE REQUIREMENTS OF ARTICLE  
 600 OF THE NEC AND/OR OTHER  
 APPLICABLE LOCAL CODES. THIS  
 INCLUDES PROPER GROUNDING  
 AND BONDING OF THE SIGN.

REVISIONS

SALES

MIKE DLUGI

DRAWN BY

MGL

DATE

3/3/15

SCALE

3/4"=1'-0"

SHEET

XX

DRAWING NUMBER

**5953704C**

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

Meeting of April 23, 2015

**Planned Development District Amendment**

---

**RECOMMENDATION:** City Development Staff recommends approval of the Planned Development District Amendment to PDD No. 10 for the proposed Oscar's Frozen Custard signage.

---

<b>Project Name:</b>	Oscar's Frozen Custard
<b>Project Address:</b>	7041 South 27 <sup>th</sup> Street
<b>Applicant:</b>	Jim Taylor, Elsie's Frozen Custard, Inc.
<b>Property Owner:</b>	Peeling Paint, LLC
<b>Current Zoning:</b>	Planned Development District No. 10
<b>2025 Comprehensive Plan</b>	Commercial
<b>Use of Surrounding Properties:</b>	Riverview Shopping Center to the north; 27th Street / City of Oak Creek to the east; vacant land and 2 billboards to the south; Lowes to the west)
<b>Applicant Action Requested:</b>	Approval of the proposed Planned Development District Amendment.

---

**History/Introduction**

Please note:

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

On February 17, 2015, the applicant was issued a Zoning Compliance Permit to operate an Oscar's Frozen Custard restaurant within the former Omega Custard building located at 7041 South 27<sup>th</sup> Street.

On February 26, 2015, the Architectural Review Board granted approval of Oscar's monument sign, subject to obtaining a variance or approval to increase gross sign area and to allow an increase in the allowable height of the monument sign and subject to meeting the requirements of the sign code. The Architectural Review Board also approved wall signs for the north, east, west and south elevations, subject to obtaining a variance or approval to increase area and subject to meeting the requirements of the sign code.

On March 11, 2015 Staff approved a Minor Site Plan Amendment Application allowing a color palette change from blue to Positive Red from Sherwin Williams (SW6871), for window awnings, tile bands around the exterior of the building, neon bands accenting roof peaks, handicap accessible sign posts in the parking lot, edges of the drive-thru menu sign, parking lot directional signage and umbrellas for the tables in the outdoor seating area.

On March 20, 2015, the applicant submitted a Planned Development District (PDD) Amendment Application for the Oscar's Frozen Custard development proposed signage. The applicant is proposing to amend Subsections 15-3.0415, M.4 and M.6 of the City of Franklin Unified Development Ordinance as stated within Ordinance No. 2000-1597.

Staff is recommending, with agreement from the applicant, that the Plan Commission and Common Council classify the proposed amendment as a Minor PDD Amendment. To expedite the process, the applicant has paid the Minor PDD Amendment Application fee of \$500. (Major PDD Amendments require a public hearing and a \$3,500 fee). Major PDD Amendments are typically reserved for changes to the exterior boundaries of a PDD, changes to uses and changes to street layouts.

### **Project Description/Analysis**

The applicant is proposing four wall signs and one monument sign for the Oscar's development. A wall sign is being proposed for each of the four elevations of the former Omega Custard building. The applicant is also proposing a new monument sign to replace the existing monument sign adjacent to South 27<sup>th</sup> Street. The proposed monument sign is shaped like an ice-cream cone and includes an electronic message board. The proposed monument sign has an overall height of approximately 22 feet, which includes a proposed 2-foot base, and has a width of 12 feet at the widest point. Currently, PDD No. 10 does not allow a monument sign to exceed 15 feet in vertical height or 8 feet in width. The applicant is also proposing a wall sign on the south elevation of the building, which PDD No. 10 prohibits.

The proposed PDD amendment would pertain to Subsections 15-3.0415, M.4 and M.6 of the City of Franklin Unified Development Ordinance as stated within Ordinance No. 2000-1597. These Subsections currently read as follows:

- M.4 All freestanding signs advertising businesses on any Outlot shall be monument-type signs with a height of not more than 11 feet above adjacent grade (measured from the maximum height on any berm), and not any longer than eight (8) feet in length. All other freestanding signs shall not exceed 15 feet in vertical height (above adjacent grade), and 13 feet in length.
- M.6 Wall signs shall be prohibited on the south side of any building, except for Gander Mountain and Andy's Charhouse. Exceptions shall meet Plan Commission Sign Review and City Sign Ordinance approval.

The applicant is proposing to remove Subsection M.4 completely, as it is more restrictive than the height requirements for monument signs in the City's Sign Code (§ 210-4 of the Municipal Code). Furthermore, this Subsection provides limits on sign width that are not present in the monument sign requirements of the Sign Code. Staff has no objections to removing Subsection M.4, which will better align Planned Development District No. 10 with the Sign Code. Secondly, the applicant is requesting to add Oscar's Frozen Custard as an exception to Subsection M.6, which is a prohibition on wall signs on the south sides of buildings within PDD No. 10. Staff suggests the wall sign on the South Elevation be removed from the proposed plans, and a

temporary sign or banner be allowed instead. Currently, only Gander Mountain and Andy's Charhouse are listed as exceptions. Andy's Charhouse was never built and the property located at 6919 S. 27<sup>th</sup> Street was developed into a GFS Marketplace. In addition, the Goodwill store at 6941 South Riverwood Boulevard has an existing wall sign on the south elevation of their building. Therefore, Staff suggests adding Goodwill to the list of exceptions and replacing Andy's Charhouse with GFS Marketplace, within Subsection M.6 of Section 15-3.0415 of the UDO as stated within Ordinance No. 2000-1597.

The City of Franklin Sign Code allows a total of 230.4 square feet of sign area for the Oscar's Frozen Custard property, based on the property's frontage. However, Oscar's is proposing 256 square feet of signage. The applicant has been informed they will need to apply for a Variance to allow for the proposed additional sign area, in accordance with Section 15-10.0206D.6 of the City of Franklin Unified Development Ordinance.

Furthermore, the Sign code only allows a maximum height of eighteen (18) feet. Unfortunately, neither the City's Sign Code nor the Unified Development Ordinance has a variance process pertaining to sign height. However, the City Building Inspector and Director of Administration are working on an amendment to the Sign Code that would include a variance process for sign height. At the time of the writing of this report, it is not known when the City's Sign Code amendment will be completed. Ideally, it would be done in time for the Common Council to be able to consider this PDD Amendment Application and the proposed Sign Code Amendment at the same meeting. The applicant has been informed they will need to apply for a Variance to allow for the proposed additional monument sign height, subject to an amendment to the City's Sign Code creating a process for a variance to monument sign height.

#### **Staff Recommendation**

City Development Staff recommends approval of the Planned Development District Amendment to PDD No. 10 for the proposed Oscar's Frozen Custard signage.

## Orrin Sumwalt

---

**From:** Susan Taylor [susiepeoplespark@gmail.com]  
**Sent:** Tuesday, April 21, 2015 12:31 PM  
**To:** Orrin Sumwalt; Nick Fuchs; Jim Taylor; Susan Taylor  
**Subject:** Oscar's Cone sign press  
**Attachments:** Cone Sign Waukesha Freeman.pdf; Oscar cone sign Now article.pdf

Dear Orrin and Nick,

We are proud to say that last night Oscar's (Hwy. 18/ Town of Brookfield) received approval from the Town of Brookfield for our monument cone sign at 22.5'!

Last month Oscar's (Hwy. 100/ West Allis) received full approval from the City of West Allis for our monument cone sign at 22.5'!

We are quite surprised at batting 100% in these two communities because both had restrictions of 10' and 12' in maximum height. West Allis had been trying for the last 8 years to reduce the height of signs on Hwy. 100. The City of Brookfield had been battling with the Town of Brookfield to get the Town of Brookfield to adopt the similar sign ordinance, yet the Town of Brookfield passed our sign!

Both communities had been quite unapproachable in the past about swaying or variances. However, both gave approximately a 100% variance and talked about it being "the most beautiful and artistic sign they had ever seen."

Would you mind sharing the attached articles with the City of Franklin committees(powers that be) from the West Allis Now and Waukesha Freeman regarding the approval of the cone sign?

We are thrilled with Town of Brookfield and City of West Allis' decision to add the creative cone sign to their city to create an aesthetically pleasing community. Both boards agreed that shrinking the sign in height or square footage would water down the sign and the investment would never be made in a sign that looked like an odd or misshaped cone.

Please let us know if it is possible for you to share these articles with individuals involved in the decision to allow for the cone sign.

Thank You!  
Sincerely,  
Jim and Susie Taylor

 The FREEMAN

# BUSINESS

6A • TUESDAY, APRIL 21, 2015



The FREEMA

Waukesha County's Daily Newspaper

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In addition, a 21-foot ice

cream cone-shaped sign for Oscar's Frozen Custard was approved. Restaurant owner Jim Taylor sought to have some ordinances waived to accommodate the sign, and the committee granted several other variances that Taylor did not request to keep the sign aesthetically pleasing. Halbur suggested allowing the sign to be built with the masonry base to make it look nicer, which was agreed upon.

The sign will be 21 feet in height including the cherry on top, or 19 feet without it. The color of the ice cream scoop will change daily to reflect the flavor of the day.

Email: [kmichalets@conley.net](mailto:kmichalets@conley.net)

# NOW

Thursday, April 16, 2015

Sunday of the week, Neuzke.

"It's wonderful to have a very

where the disc drives stop

some laptops can go up to 4200.

MyCommunityNOW.com

He and Wright, who oversee

mayor has a bachelor's degree in

help each other, he said.

SPORTS

## Hale boys 2nd at invite

Page 14



# Oscar's Custard sports fun new look with creative sign

By JANE FORD-STEWART

jford@jm.com

**West Allis** — A new giant ice cream cone sign will be erected at Oscar's Frozen Custard and Sandwiches, and the color of the custard will change to match the flavor of the day.

The new sign should go up in

the coming months at Oscar's, 2362 S. 108 St., West Allis, said James Taylor, who owns Oscar's with his wife, Susie.

"I like it because it's so artsy," he said.

It also emphasizes the waffle and sugar cones Oscar's makes for itself for its ice cream cones, he added.

Taylor also is looking forward to the colors changing. For example, when the flavor of the day is mint, the custard will be light green.

The business name, and the cherry also will be lighted.

The new sign is 20 feet tall, shorter than the current 30-foot sign, but twice as tall as West

Allis now normally allows. The plan commission approved the extra height because the sign qualifies as a creative design sign, for which it had to meet certain criteria including offering a substantial aesthetic improvement to the site with a positive visual impact and being unique and showing a lot of thought and

imagination. The sign also meets the "inventive representation of the use, name or logo of the structure or business" requirement.

"The commission felt the sign would be a welcome addition to the Highway 100 corridor," said Steve Schaefer, planning and zoning manager.

# NOW

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News Editor | **Darryl Enriquez**  
(262) 361-9146 | [dhenriquez@jm.com](mailto:dhenriquez@jm.com)

Reporter | **Jane Ford-Stewart**  
(262) 446-6607 | [jford@jm.com](mailto:jford@jm.com)

Sports Writer | **John Reeh**  
(262) 446-6610 | [jreeh@jm.com](mailto:jreeh@jm.com)

Advertising Manager | **Lisa McDonald**  
(414) 225-5079 | [lmcDonald@jm.com](mailto:lmcDonald@jm.com)

Editor in Chief | **Scott Peterson**  
(262) 446-6630 | [speterson@jm.com](mailto:speterson@jm.com)

Managing Editor | **Debi Elmer**  
(262) 361-9155 | [delmer@jm.com](mailto:delmer@jm.com)

Sports Director | **JR Radcliffe**  
(262) 361-9141 | [jradcliffe@jm.com](mailto:jradcliffe@jm.com)

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cellaneous driveway repair, building services and utility adjustments. Properties abutting the above streets for the above drive are

**CITY OF WEST ALLIS NOTICE OF PUBLIC HEARING**  
Tuesday, May 5, 2015, 7:00 P.M.  
NOTICE IS HEREBY GIVEN that the Common Council of the City of

MISCELLANEOUS

CITY OF WEST ALLIS

CITY OF WEST ALLIS

**CITY OF WEST ALLIS**  
Czaplewski, Haess, Laisic, May, Probst, Reinke, Roadt, Vitale & Weigel No. 0  
ADVISORY COMMITTEE  
2015-0196 Appointment by Mayor

License# no. 15-204, Incident Date: February 3, 2015). Placed on File:

CITY OF WEST ALLIS

CONTINUED FROM PRECEDING PAGE

<p><b>APPROVAL</b></p> <p><i>Slw</i> </p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>05/05/2015</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>An Ordinance to Amend Chapter 210: Signs and Billboards Creating Section 210-15, Sign Code Variance and Appeal of Administrative Determinations</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.6.</i></p>

Chapter 210 of the Municipal Code addresses signs. It is a section of code separate from the Unified Development Ordinance and the Building Code. Signs are generally considered for approval by the Architectural Review Board. The sign code itself does not currently contain a section that provides for variances to the application of the standards and requirements of the code, nor does it clearly explain the process to appeal an interpretation of the code.

The ordinance addresses three different general circumstances. First is an appeal to an administrative determination. This is a circumstance where the applicant believes the City has not accurately applied the rules of the code or the facts of the application. In other words, the applicant is not seeking a variance, but rather what they view as a correction of an error. Generally the standards anticipated by Wisconsin Statutes Chapter 68 are used for this circumstance.

The second circumstance is where an applicant is seeking a variance primarily because some exceptional circumstance exists that creates a hardship or undue burden. The standards of review are listed in B.(2)(a). The standards are generally more restrictive where, in part, proof of a hardship or undue burden is required. These more restrictive standards are more in line with standards typically required for variance from a code section.

The third circumstance is where the applicant's exceptional circumstance is that they are proposing a sign that is "unique and of exceptional design or style so as to be aesthetically pleasing and enhance the area." The standards of review are listed in B.(2)(b). Proof of a hardship or undue burden is not required; but proof of a "public benefit" is. In other words, the review board needs to be convinced that the qualities of the sign provide an area enhancement, despite deviating from the restrictions of the code.

The proposed ordinance assigns such considerations under these procedures to the Board of Zoning and Building Appeals, which is established in the Unified Development Ordinance to consider variances, corrections of errors, and interpretations relative to Franklin's zoning regulations and building codes of the City of Franklin's Municipal Code. As such, assigning such considerations relative to the sign code to them seemed an appropriate delegation of duties.

Staff understands that the need for such an ordinance as proposed herein was discussed at the Plan Commission, so the attached ordinance has been provided. Please note that staff is also working on a sign ordinance revision to address recommendations from the EDC, as well as some staff recommendations, which are likely to be available for your next meeting. A separate ordinance establishing the fee for applications provided for in this ordinance is also on this Common Council agenda.

Further, please note that the draft provided herein is still under review by the City Attorney who may suggest wording changes or technical corrections to carry out the intended purpose or to conform with other legal requirements or terminology.

### **COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2015-\_\_\_\_\_, An Ordinance to Amend Chapter 210: Signs and Billboards Creating Section 210-15, Sign Code Variance and Appeal of Administrative Determinations.

## ORDINANCE NO. 2015-\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 210: SIGNS AND BILLBOARDS CREATING  
SECTION 210-15, SIGN CODE VARIANCE AND APPEAL OF ADMINISTRATIVE  
DETERMINATIONS

---

WHEREAS, the regulation of signs within the City is necessary and in the public interest to safeguard life, health, property, safety, and public welfare; and, to that end, the provisions of the sign code are intended, in part, to regulate the size, type, construction standards, maintenance, and placement of signs situated within the boundaries of the City of Franklin; to preserve the beauty and the unique character of the City by aesthetically complementing the development that a sign identifies; and to promote a healthy and properly designed business environment.

WHEREAS, the broad range of site characteristics and sign design alternatives and the potential for disagreement on the interpretations of code can lead to circumstances wherein it is appropriate to provide a mechanism for a variance to the standards or requirements of the sign code or to provide for an appeal to an interpretation or application of the sign code.

WHEREAS, the Board of Zoning and Building Appeals is established in the Unified Development Ordinance to consider variances, corrections of errors, and interpretations relative to Franklin's zoning regulations and building codes of the City of Franklin's Municipal Code; and consideration of such issues relative to the sign code would be an appropriate delegation of duties.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1:

Section 210-15 of the Municipal Code of the City of Franklin, Wisconsin, is hereby created as follows:

§210-15 Sign Code Variance and Appeal of Administrative Determinations.

- A. Purpose of Appeals. Sign code variances are intended to allow flexibility to the sign regulations while still fulfilling the purpose of the regulations. Nothing in this section, however, is intended to permit the erection or maintenance of signs which are prohibited in this Chapter.
- B. Duties of the Board.
  - (1) The Board shall have the power, and it shall be its duty, to hear and decide administrative appeals where it is alleged there is error in any order, requirement, decision, initial determination, review of initial determination, or interpretation made in the enforcement of this chapter. In exercising this power, the Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination as appealed.

(2) The Board shall have the power, and it shall be its duty, to hear and decide a request for a variance on all applications of this Chapter, including but not limited to relief concerning setbacks. The Board may grant a variance request if the board finds, in their sole determination, that exceptional circumstances warrant approval of the variance. To establish exceptional circumstances the board must find one of the following [(a) or (b)]:

(a) To establish exceptional circumstances the board must find all of the following:

- [1] That the circumstances are not of the applicant's making,
- [2] That the applicant's request mitigates unusual site conditions,
- [3] That the applicant's request would not result in unacceptable aesthetic characteristics that may depreciate property values or otherwise create a detriment to the neighborhood,
- [4] That the applicant's request is consistent with the spirit and intent of this chapter,
- [5] That compliance with this chapter would create a hardship or be unduly burdensome, and
- [6] There shall be no public harm.

(b) To establish exceptional circumstances the board must find all of the following:

- [1] That the proposed sign is unique and of exceptional design or style so as to be aesthetically pleasing and enhance the area,
- [2] That the applicant's request would not result in unacceptable aesthetic characteristics that may depreciate property values or otherwise create a detriment to the neighborhood,
- [3] That the applicant's request mitigates unusual site conditions, if any,
- [4] That the applicant's request is consistent with the spirit and intent of this chapter, and
- [5] There shall be no public harm, and there shall be public benefit.

C. Procedures.

(1) After denial of a sign permit, but not more than thirty (30) days after said denial, an applicant who desires an administrative appeal of an administrative determination, per B.(1) above, may request a hearing before the Board of Zoning and Building Appeals by submitting a written application to the Department of City Development. The request for review shall specify the nature of the appeal. A fee, as may be set forth in Section 210-3D of the municipal code, shall be required from the applicant at the time that an application for variance is made.

- (2) After denial of a sign permit, but not more than sixty (60) days after said denial, an applicant who desires a variance from any provision or requirement of this Chapter may request a hearing before the Board of Zoning and Building Appeals for such a variance by submitting a written application to the Department of City Development. The request for review shall state the reason(s) upon which the person contends that the variance should be granted, which should address circumstances identified in paragraph B.(2) above. A fee, as may be set forth in Section 210-3D of the municipal code, shall be required from the applicant at the time that an application for variance is made.

D. Standards of Review. In addition to factors related to the circumstances identified in B. (2) above, the Board of Zoning and Building Appeals may review such requests for variances utilizing the additional following criteria, applied in their sole determination:

- (1) Area Enhancements.
  - (a) The proposed sign is unique and of exceptional design or style so as to enhance the area.
  - (b) The sign as proposed will result in an enhancement of the overall character of a neighborhood and/or development.
- (2) Site Difficulties. Unusual site factors preclude the construction of a sign in accordance with this chapter which would be reasonably visible to the roadway adjacent to the site frontage.
- (3) Undue Concentration. The sign as proposed will not result in an undue concentration of signage which renders it difficult or confusing to read existing signs.

E. Granting a Variance or an Appeal.

- (1) Should the Board of Zoning and Building Appeals find that an appeal or variance should be granted, the application will be forwarded to the zoning and building administrator with directions to issue a permit in accordance with its decision. If the Board finds that an appeal or variance should not be granted, it shall cause the applicant to be informed of the decision and of the reasons for such decision, in writing, within ten days of the date of such decision.
- (2) A majority vote of the members present of the Board of Zoning and Building Appeals shall be necessary to reverse any order, requirement, decision or determination of the Building Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter, or to effect any variation in this chapter.



- (3) The Board may impose reasonable conditions to ensure compliance and to protect nearby or adjacent properties. A violation of such conditions shall constitute a violation of this chapter.
- (4) The Board may, at its sole discretion, table a matter to a future meeting(s) in order to obtain additional information prior to reaching a decision.
- (5) The Board may consider compensating adjustments to location, height, size, number, or appearance of signs on the site or in the vicinity and under the control of the applicant as a condition of any variance granted.

SECTION 2:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3:

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4:

This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of May, 2015, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 5th day of May, 2015.

APPROVED:

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

ATTEST:

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

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

<p><b>APPROVAL</b></p> <p><i>Slw</i> <i>[Signature]</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>05/05/2015</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>An Ordinance to Amend Section 210-3 D. of the Municipal Code to Repeal and Recreate the Schedule of Permit Fees Related to Signs</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.7.</i></p>

Also on the Council agenda for the May 5, 2015 meeting is an Ordinance to Amend Chapter 210: Signs and Billboards Creating Section 210-15, Sign Code Variance and Appeal of Administrative Determinations.

If the Common Council approves that ordinance, it would be appropriate to charge a fee for the applications prescribed within the ordinance. The purpose of the application fee is, in summary, to cover City and staff costs associated with processing and reviewing the application. The proposed ordinance establishes the fee at \$250 for the variance or appeal process. This matches the \$250 fee required for a zoning code variance to be brought before the Board of Zoning and Building Appeals.

**COUNCIL ACTION REQUESTED**

If the ordinance to amend Chapter 210: Signs and Billboards Creating Section 210-15, Sign Code Variance and Appeal of Administrative Determinations is approved, then recommend a motion to adopt Ordinance No. 2015-\_\_\_, An Ordinance to Amend Section 210-3 D. of the Municipal Code to Repeal and Recreate the Schedule of Permit Fees Related to Signs.

ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE TO AMEND SECTION 210-3 D. OF THE MUNICIPAL CODE TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES RELATED TO SIGNS.

WHEREAS, the Building Inspector has recommended a revision to the fees schedule in the sign code; and

WHEREAS, the Common Council has acted to add a variance and appeal process for which fees are not currently in place with the fee schedule of the sign code; and

WHEREAS, the Common Council has determined that it is in the best interest of the City of Franklin that when fees are charged, they pay for the City's costs of providing the services.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. REPEAL AND RECREATE Section 210-3 D. to read as follows:

D. Permit fees.

(1) Together with the application fee for each and every Master Sign Program, amendment to a Master Sign Program or sign or billboard, the applicant shall pay a permit fee as provided below. If the sign or billboard is not approved and no permit is issued, or if the sign is approved but no permit is obtained, the application fee shall be retained by the City to cover the cost of processing the application.

(a) Application Fees

[1]	Application for sign or billboard	\$50.00 each sign
[2]	Application for Master Sign Program	\$500.00
[3]	Application to Amend Master Sign Program Approval	\$150.00
[4]	Application for Sign Code Variance and Appeal of Administrative Determinations	\$250.00

(2) Every applicant, before being granted a permit, shall pay the following permit fee or fees for such sign or other advertising structure regulated by this chapter.

(a) For any and all signs or billboards, an original permit fee or permit renewal, shall be paid per the following schedule:

[1]	For eight square feet or less:	\$ 40.00
[2]	For nine to 50 square feet:	\$ 75.00
[3]	For 51 to 100 square feet:	\$100.00
[4]	For 101 to 150 square feet:	\$150.00
[5]	For 151 square feet or larger:	\$150.00 plus \$25.00 each additional 100 sq. ft.
[6]	Additional fee for illuminated sign:	\$ 50.00 each sign
[7]	Reinspection fee:	\$ 75.00 per inspection
[8]	Failure to call for a required inspection	\$ 100.00
[9]	Failure to obtain a permit before starting work	
	a) First offense	Triple fees (3x)
	b) Second and subsequent offense	Quadruple fees (4x)

Schedule of Permit Fees

- (b) Mobile signs \$75.00 each permit or renewal.
- (c) Architectural Board review fee \$40.00 per sign
- (d) Technology Fees
  - [1] Permit fee is less than \$100 \$2.00 per permit
  - [2] Permit fee is greater than or equal to \$100.00 \$5.00 per permit

**NOTE:** Before any work is commenced or recommenced after a permit has expired, a new permit shall be re-issued at one-half (1/2) the regular fee, or at the re-inspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector.

**NOTE:** If construction is not commenced prior to expiration of the permit, that portion of the permit fee, excluding plan exam fees, that exceeds the minimum fee will be refunded upon written request.

SECTION 2. All ordinances or parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect upon its passage and publication as required by law.

SECTION 4. The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 5th day of May, 2015 by \_\_\_\_\_.

Passed and adopted by the Common Council on the 5th day of May, 2015.

APPROVED:

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

ATTEST:

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

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

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<p style="text-align: center;"><b>APPROVAL</b></p> <p><i>Slw</i> </p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>05/05/2015</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Park Development and Park Impact Fee Expenditure Options</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.8.</i></p>

(This item was tabled from the 4/7/2015 Common Council Meeting.)

At the July 1, 2014, Common Council meeting, the Council received a report addressing the issue of advancing park projects for the purpose of ensuring park impact fees were spent in a timely manner. The first projects identified, small projects at Ernie Lake Special Park and Lions Legend Community Park, were ultimately completed in 2014. As the scope of the Kayla's Krew project grew and the timing seemed advantageous, other park development ideas were not advanced as it was expected that the Kayla's Krew project would at least postpone certain immediate needs. Expenditures, however, still have not occurred and land transfers that may accelerate application of impact fees have not yet occurred. As such, this report, the result of a review of the budget and staff brainstorming, is submitted to suggest additional projects that could be pursued promptly and that would qualify for a park impact fee component.

Following are recommended projects that could be further investigated or initiated.

1. Restroom in Market Square near St. Martins Gazebo: Although not previously incorporated into plans for the square, a single-stall, family-style, unisex bathroom could serve a community purpose, both for the regular fairs and for enhancing the gazebos functionality for weddings, for example. It would also eliminate some regular bathroom rental costs. The idea comes as an extension of Engineering's consideration of pre-fab bathrooms as part of the Kayla's Krew investigation. An order could be made with pre-payment while separate site work is addressed. The initial order might be in the \$40,000 to \$60,000 range. RECOMMENDATION: If the Council supports the idea of adding a bathroom structure to Market Square, direct staff to prepare a rough site plan and cost estimate and bring it back as soon as practicable.

2. Mini Park Land Acquisition: The budget anticipates land acquisition for Mini Parks 3, 4, & 5 at \$45,168 each for a 1 to 3 acre parcel. Land acquisition does not happen quickly, but additional park projects may be needed in 2016. As such, it would be appropriate to commence the acquisition steps at this time. As the projects are listed in the "pending approval" portion of the capital budget, staff needs authorization to proceed. Staff would work with the Park Commission and hold a neighborhood meeting to gather further input on the project. RECOMMENDATION: Authorize the Planning Department to commence the planning and public information aspects of the budgeted mini park land acquisition.

3. Purchase of Park Playground Equipment as Commodities for Future Installation. A set of toddler and youth playground equipment costs approximately \$26,000 and \$30,000, respectively. If three mini-parks are planned and direction is to begin their pursuit, then equipment could be ordered and stored pending the land acquisition. Properly stored there should be no loss in useful life of the equipment. At \$56,000 per park, the potential purchase is \$168,000 to \$224,000. Note: Some additional small equipment pieces (benches, grilles, basketball poles) could be acquired for

various locations but the totals would not be great for the current need. RECOMMENDATION: If the Common Council supports this concept, direct staff to prepare a detailed proposal, cost estimate, and budget modification to address the amended intent for existing appropriations.

4. Pleasant View Shelter. Pleasant View Park was designed with the intent that it provide the amenity of a shelter. In fact, the 2015 budget provides \$232,800 as a project pending approval for this purpose. Multiple individuals noted during a recent Common Council meeting that the City was lacking adequate shelter space. At the same time, recent discussions have led to staff contemplating the use and functionality of various shelters. Lions Legend II Vernon Barg Pavilion was recently built and has proven to be a very effective and aesthetic design. Conveniently, bid documents could be issued very quickly as prior documents would only require very slight modifications. The contract could even incorporate an advance payment component to address cash flow issues. Engineering costs were \$35,362 and construction costs were \$373,735 for a total cost of \$409,097. Although this exceeds the anticipated budget, the design results in a shelter with which the City can be exceptionally proud. This project is the single most significant project that could be completed quickly. Although it is already budgeted, a budget modification, shifting available appropriations, would be needed to address the cost difference. RECOMMENDATION: Direct staff to take the necessary steps to bid out the park shelter project for Pleasant View Park generally meeting the specifications of the Vernon Barg Pavilion.

The following alternatives were discussed but deemed to be less likely to meet the immediate needs.

1. Neighborhood Park Land Acquisition: Two neighborhood parks, Woodview and Hillcrest, are in the Comprehensive Outdoor Recreation Plan. The larger size of a neighborhood park makes it a little harder to site and acquire. Therefore, the mini parks were proposed for acquisition first.
2. North Cape Trail: Although still in the budget, an acceptable location or strategy has not moved forward. The prior reticence for this project makes it not a good strategic option for fast action.
3. Pleasant View Park Development: Basketball, volleyball, and athletic fields are still called for in the park. There is still a stated concern about fully developing the park prior to addressing all traffic issues. Additionally, these items were not viewed as easy or quick to bid as the shelter, which was already in the 2015 budget.
4. Tennis Court Complex: Although gaining interest as a concept, it is currently called for at the Southwest Park, which doesn't yet exist. As such, acquisition or siting issues make this not a quick solution.
5. Southwest Park Land Acquisition: Similar to Neighborhood Park land acquisition, the timeliness of the project would be in question.

Note: It is the intent of this action item, that discussion is open to any item reasonably considered under the title as noticed. Discussion is not intended to only be limited to the examples provided in the above discussion from staff.

### **COUNCIL ACTION REQUESTED**

Based upon the need to move forward with parks projects that qualify for use of park impact fees, staff recommends consideration of the actions indicated above for each of the four potential projects or expenditures.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>05/05/2015</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>Kayla's Playground Status 05/05/2105</p>	<p>ITEM NUMBER</p> <p><i>G.9.</i></p>

**STATUS**

Since 04/21/2015 Common Council Meeting, design at Franklin Woods has progressed.

Johnson Nursery has offered to donate a professional design for the butterfly garden that is:

1. Enhance and complement the existing flora of the park
2. Consist of native and/or non invasive species of trees and plants
3. Attract butterflies and
4. Be pretty to look at

On 04/22/2015 we appeared before the Environmental Commission for a Natural Resource Features Special Exception. From the unapproved minutes:

*"Alderman Mayer made a motion to approve the Special Exception to Natural Resource Features .... to allow for the proposed installation of new playground equipment, a poured in place playground surface and a parking lot expansion for Kayla's Playground in Franklin Woods Nature Center Special Park with the condition that delineations by the Department of Natural Resources, Southeastern Wisconsin Regional Planning Commission and U.S. Army Corps of Engineers (if required) reflect no increase to the wetland buffer and/or wetland setback impacts as depicted. Seconded by Commissioner Pomahac. ...*

*It was further recommended by the Environmental Commission that a stormwater analysis of the proposed changes and its impact on downstream property owners be evaluated and forwarded to residents."*

SEWRPC visited the site on 04/29. The wetlands east of the playground closely resembled previous delineations. Some changes were found in the woods to the west of the playground.

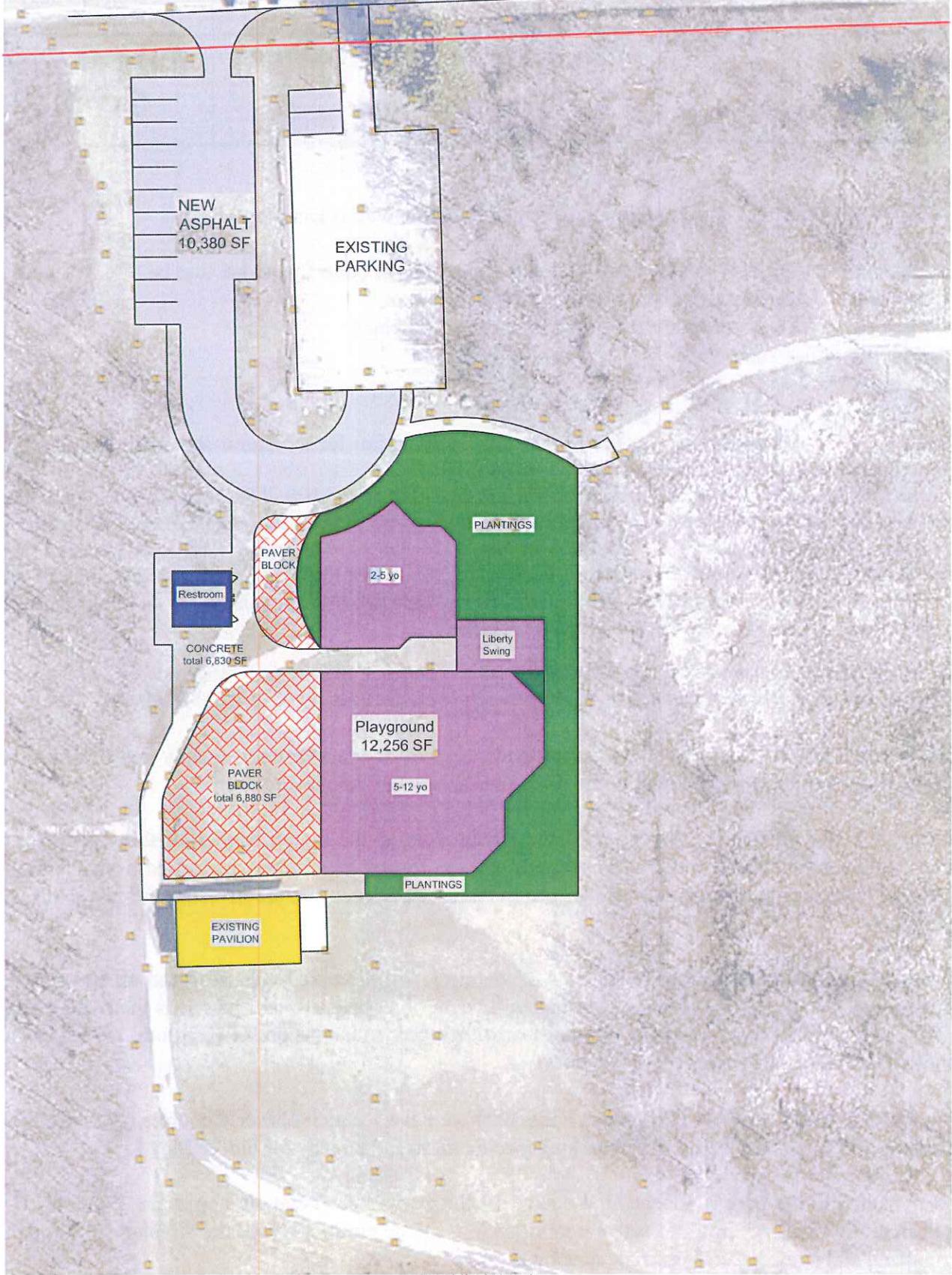
DNR visited the site on 04/29. As expected the stream east of the entrance is navigable. Unexpectedly, preliminary judgment is that the wetland is navigable and the 75-foot area is to be measured from a straight line connecting the culvert pipe crossing the pathway to the outlet structure. We are investigation the ramifications of this judgment.

On 04/30 we had a progress meeting with GRAEF on site. We discussed electrical and all lighting for the pavilion, restrooms, and exterior of the playground will be motion activated- ie if no one is there, the lights will be off. The pavilion will have 2 outlets. In addition to the water fountains on the restroom, we will include a doggy water fountain for the many canine visitors.

In addition to Huffcutt Concrete (Chippewa Falls, WI) we have located Wieser Concrete (Portage, WI) that can bid same specifications. We expect plans and specifications to be ready for bid by May 8.

The current sketch of the park is attached. We have set the grading such that all slopes are 2% (1:48) or less. This site cannot be finalized until 75' setback ramifications are determined. Once the siteplan is set, quantities an be finalized and a revised cost estimate generated.

W PUETZ RD



Franklin Woods  
Kayla Park Site  
4/23/2015

