

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*

TUESDAY, SEPTEMBER 19, 2017 AT 6:30 P.M.

A. Call to Order and Roll Call.

B. 1. Citizen Comment Period.

C. Approval of Minutes:
Regular Common Council Meeting of September 5, 2017.

D. Hearings.
Public Hearing - A proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 7333 South 27th Street, from Mixed Use to Residential–Multi-Family Use and Commercial Use [Specifically, Lots 1 and 3 of a proposed Certified Survey Map would be designated as Residential–Multi-Family Use and the proposed Lot 2 designated as Commercial Use.] (Zilber LTD., applicant). The property which is the subject of this application bears Tax Key No. 761-9992-004, consisting of approximately 18.0644 total acres of land. This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d).

E. Organizational Business.

F. Letters and Petitions.

G. Reports and Recommendations:

1. An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Property Located at 7333 South 27th Street From Mixed Use to Residential-Multi-Family Use, Areas of Natural Resource Features Use and Commercial Use (Approximately 18.0644 Acres) (Zilber Ltd., Applicant).
2. A Resolution Providing for the Sale of Approximately \$42,750,000 Note Anticipation Notes for TID 3 Developer Incentive, TID 4 Sanitary Sewer Infrastructure, TID 5 Project Costs and Capital Improvement Fund Projects.
3. Authorize Staff to Execute a Revised Professional Services Agreement with GRAEF for Ballpark Commons Development Review Assistance, Not to Exceed \$20,000.
4. A Resolution to Enter Into an Agreement with State of Wisconsin for Pre-Emption Equipment (“Emergency Vehicle Pre-Emption” for the purpose of giving Emergency Response Vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches) at Intersections of: W. Loomis Road (STH 36) and S. 76th Street; and S. 27th Street (STH 241) and W. Oakwood Road.

5. A Resolution Conditionally Approving a Preliminary Plat for Oakwood Road at Ryan Creek Subdivision (at Approximately 10100 South 76th Street) (Neumann Developments, Inc. Applicant).
6. A Resolution to Amend Resolution No. 93-4082, Imposing Conditions and Restrictions for the Approval of a Special Use for Property Located at 7141 South 76th Street to Allow for Remodeling of the Existing Taco Bell #30410 Restaurant Building and Site Work (Sundance Inc., Business Owner of Taco Bell #30410 Restaurant, Applicant).
7. A Resolution Conditionally Approving a Land combination for Tax Key Nos. 739-0025-000 and 739-0111-000 (4205 West Carmel Drive and Outlot 21 of Plat of Outlots 1 Through 5 of Tumblecreek) (Valerie E. Lukaszewicz, Applicant).
8. Renewal of Dissemination Agent Agreement for Issuer Continuing Disclosure Required Under Securities and Exchange Commission Rule 15c2-12.
9. Presentation of the Mayor's 2018 Recommended Budget and Review of the Budget Preparation Timetable.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of September 19, 2017.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

September 20	Plan Commission Meeting	7:00 p.m.
October 3	Common Council Meeting	6:30 p.m.
October 5	Plan Commission Meeting	7:00 p.m.
October 17	Common Council Meeting	6:30 p.m.
October 19	Plan Commission Meeting	7:00 p.m.
October 29	Trick or Treat Observance	4:00 p.m. to 7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
SEPTEMBER 5, 2017
MINUTES

- | | | |
|-------------------------------|------|--|
| ROLL CALL | A.1. | The regular meeting of the Common Council was held on September 5, 2017 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, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Excused was Alderman Dan Mayer. Also present were Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:31 p.m. and closed at 7:00 p.m. |
| MAYORAL ANNOUNCEMENT | B.2. | Mayor Olson presented an update of the League of Wisconsin Municipalities Legislative. |
| MINUTES
AUGUST 15, 2017 | C.1. | Alderman Taylor moved to approve the minutes of the regular Common Council Meeting of August 15, 2017 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| MINUTES
AUGUST 28, 2017 | C.2. | Alderman Taylor moved to approve the minutes of the Special Common Council Meeting of August 28, 2017 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| MINUTES
AUGUST 31, 2017 | C.3. | Alderwoman Wilhelm moved to approve the minutes of the Special Common Council Meeting of August 31, 2017 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried. |
| BD. AND COMM.
APPOINTMENTS | E. | <p>Alderman Taylor moved to confirm the Mayoral appointments to the following Boards and Commissions:</p> <ol style="list-style-type: none"> 1. Matt Cool, 4934 W. Forest Hill Ave., Ald. Dist 5, Community Development Authority (4 year term expiring 8/30/21). |

2. Edward Holpfer, 8058 S. 77th St., Ald. Dist 1, Community Development Authority (4 year term expiring 8/30/21).
3. Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist 6, Economic Development Commission (2 year unexpired term expiring 6/30/19).
4. Michael Soto, 6749 W. Harvard Drive, Ald. Dist 5, Economic Development Commission (2 year term expiring 6/30/19).
5. Ernest Litynski, 7324 S. Stone Hedge Dr., Ald. Dist 2, Economic Development Commission (2 year term expiring 6/30/19).
6. Jodi Antinoja, 8295 S. 44th St., Ald. Dist 5, Economic Development Commission (2 year unexpired term expiring 6/30/18).
7. Amy Schermetzler, 4227 W. Central Ave., Ald. Dist 4, Tourism Commission (1 year term expiring 9/05/2018).
8. Mark Wylie, 7468 Carter Circle S, Ald. Dist 5, Tourism Commission (1 year term expiring 9/05/2018).
9. Leary Peterson, 9231 S. 41st St., Ald. Dist 4, Board of Water Commissioners (5 year term expiring 9/30/2022).

Seconded by Alderman Barber. On roll call, all voted Aye; motion carried.

AUTHORIZATION TO
PURCHASE AUTOMATIC
LICENSE PLATE READERS

- G.6. Alderman Taylor moved to authorize the Police Department to purchase two automatic license plate readers from General Fund Contingency appropriations for an amount not to exceed \$33,200. Seconded by Alderman Barber. All voted Aye; motion carried.

DENY REZONING AT 7543 S.
NORTH CAPE RD. (RICK J.
PRZYBYLA, CREATIVE HOMES,
INC.)

- G.1. Alderman Nelson moved to deny an Ordinance to amend the Unified Development Ordinance to rezone a certain parcel of land from R-2 Estate Single-Family Residence District to R-3 Suburban/Estate Single-Family Residence District (7543 S. North Cape Road) (approximately 18.35 acres) (Rick J. Przybyla, President of Creative Homes,

Inc., Applicant). Seconded by Alderman Taylor. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor, and Alderwoman Wilhelm voted Aye; Alderman Dandrea voted No. Motion carried.

RES. 2017-7298
LAND COMBINATION FOR 7236
S. 68TH ST. AND 7232 S. 68TH ST.
(JAMES RICHEY, APPLICANT)

G.2. Alderman Barber moved to adopt Resolution No. 2017-7298, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 757-9990-001 AND 757-9989-000 (7236 SOUTH 68TH STREET AND 7232 SOUTH 68TH STREET) (JAMES RICHEY, APPLICANT). Seconded by Alderman Taylor. All voted Aye; motion carried.

RESEARCH PROJECT
GREAT RELATIONSHIP SENSE.
EVERY COMMITTED COUPLE
NEEDS IT

G.3. Alderman Taylor moved to receive and place on file information regarding the Health Department research project Great Relationship Sense. Seconded by Alderman Nelson. All voted Aye; motion carried.

PRIMARY HEALTH CARE
BENEFIT LEVELS FOR
EMPLOYEES AND COVERED
RETIREES AND DEPENDENTS

G.4. Alderman Taylor moved to establish the Primary Health Care Benefit Levels, effective January 1, 2018, for the City of Franklin Employees, and Covered Retirees and Dependents, in the City of Franklin Medical Choice Plus with Co-pay Health Plan (Employee Health Insurance Plan) and to authorize the Director of Administration to make such related changes to the Employee Handbook as he determines is necessary. Seconded by Alderman Barber. All voted Aye; motion carried.

INCLUSION OF COMMUNITY
FIRE PREVENTION SPECIALIST
IN CLOTHING ALLOWANCE

G.5. Alderman Taylor moved to approve the inclusion of the position of Community Fire Prevention Specialist in number 2 of the "Clothing Allowance" policy in the Employee handbook and to authorize the Director of Administration to amend the Employee Handbook as necessary. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

2017 AND 2018 BONDING
STRATEGY FOR CAPITAL
IMPROVEMENT FUND & TID

G.7. Alderman Taylor moved to direct the Director of Finance & Treasurer to prepare a Bond Anticipation Note Sale Resolution in an amount not to exceed \$42.4 million for sale prior to December 31, 2017 and return same to the next Common Council meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.

REVISED PROFESSIONAL
SERVICE AGREEMENT WITH
GRAEF

- G.9. Alderman Barber moved that a revised professional services agreement with GRAEF for Ballpark Commons Development Review Assistance, not to exceed \$20,000, be tabled to the September 19, 2017 Common Council meeting with a direction that a detailed and specified list of tasks be provided. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2017-2291
AMEND ORD. 2016-2240 TO
PROVIDE ADDITIONAL
APPROPRIATIONS FOR
ENGINEERING
BALLPARK COMMONS

- G.8. Alderman Taylor moved to adopt Ordinance No. 2017-2291, AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGETS FOR TID 5 FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017 TO PROVIDE ADDITIONAL APPROPRIATIONS FOR ENGINEERING BALLPARK COMMONS. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2017-2292
AMEND ORD. 2016-2240 TO
PROVIDE ADDITIONAL
APPROPRIATIONS FOR
DEPRECIATION ON
CONTRIBUTED ASSETS

- G.10. Alderman Taylor moved to adopt Ordinance No. 2017-2292, AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017 TO PROVIDE ADDITIONAL APPROPRIATIONS FOR DEPRECIATION ON CONTRIBUTED ASSETS. Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor, and Alderman Dandrea voted Aye; Alderwoman Wilhelm abstained. Motion carried.

USE OF LANDFILL SITING
REVENUES IN THE GENERAL
FUND

- G.11. Alderman Barber moved to approve the Finance Committee recommendation to direct staff to use the following in preparation of future budgets: A maximum of 20% of available landfill siting revenue be used to support the General Fund and that this policy be reviewed every three years beginning in 2020. Seconded by Alderman Dandrea. All voted Aye; motion carried.

POPULATION ESTIMATE AS OF
JANUARY 1, 2017

- G.12. Alderman Taylor moved to place on file the Wisconsin Department of Administration January 1, 2017 population estimate of 36,046. Seconded by Alderman Nelson. All voted Aye; motion carried.

TRICK OR TREAT SCHEDULE
FOR 2017

- G.13. Alderman Taylor moved to establish Sunday, October 29, 4:00 p.m. to 7:00 p.m. for the Halloween Trick-or-Treat observance in the City of Franklin. Seconded by Alderman Dandrea. All voted Aye; motion carried.

LICENSES AND PERMITS

- H.1. Alderman Taylor moved to approve the following:
Hold Operator license application pending review by City Attorney for Kimberly Leannais, 6317 Riverside Rd., Waterford;
Hold Operator license applications for appearance from Adria Bollendorf, 4025 S. Packard Ave., #7, St. Francis; Danielle Hight, 5604 Apricot Ct., Greendale; Nicole Lester, 3513 Pierce Blvd., Racine;
Grant Operator license to Luis Nunez-Valadez, 1241 S. 31st St., Milwaukee; Ashley Palese, 2129 E. Kenwood Blvd., Apt. B, Milwaukee; Daniel Sajdowitz, 3674 S. 5th Place, Milwaukee;
Approve amendment to People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant for the Franklin Police Citizens Academy Alumni to include St. Martins Fair Labor Day permit on September 3 and September 4, 2017;
Approve Temporary Class B Beer license to H.C.-Franklin VFW Post #10394 (Andrew Hushek) for the Every Summer Monday Market Fair on September 11, 18, 25 and October 2, 2017.
Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

- I. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of September 1, 2017 in the amount of \$882,771.41; Payroll dated August 18, 2017 in the amount of \$377,169.97 and payments of the various payroll deductions in the amount of \$407,737.29, plus City matching payments; and Payroll dated September 1, 2017 in the amount of \$369,058.93 and payments of the various payroll deductions in the amount of \$214,703.80, plus City matching payments; and Estimated Payroll dated September 15, 2017 in the amount of \$368,000.00 and payments of the various payroll deductions in the amount of \$420,000.00, plus City matching payments; and Property tax settlements, investments and refunds with an ending date of September 1, 2017 in the amount of

\$8,177,774.90. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 8:10 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, September 19, 2017, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding a proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 7333 South 27th Street, from Mixed Use to Residential–Multi-Family Use and Commercial Use [Specifically, Lots 1 and 3 of a proposed Certified Survey Map would be designated as Residential–Multi-Family Use and the proposed Lot 2 designated as Commercial Use.] (Zilber LTD., applicant). The property which is the subject of this application bears Tax Key No. 761-9992-004, consisting of approximately 18.0644 total acres of land. This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan is available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft ordinance is also available and open for inspection by the public at the Franklin Public Library, 9151 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. In addition, the draft ordinance is available for review at www.franklinwi.gov. Any questions or comments about the proposed amendment to the Comprehensive Master Plan may be directed to Joel Dietl, City of Franklin Planning Manager, at 414-425-4024.

Dated this 9th day of August, 2017.

Sandra L. Wesolowski
City Clerk

N.B. Class I

Publish: August 17th

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/19/17
REPORTS & RECOMMENDATIONS	ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 7333 SOUTH 27TH STREET FROM MIXED USE TO RESIDENTIAL-MULTI-FAMILY USE, AREAS OF NATURAL RESOURCE FEATURES USE AND COMMERCIAL USE (APPROXIMATELY 18.0644 ACRES) (ZILBER LTD., APPLICANT)	ITEM NUMBER <i>G.I.</i>

At their September 7, 2017 meeting the Plan Commission recommended approval of an ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7333 South 27th Street from Mixed Use to Residential – Multi-Family use, Areas of Natural Resource Features use and Commercial use (approximately 18.0644 acres) (Zilber LTD., Applicant).

The applicant is requesting that this item be tabled to the October 3, 2017 Common Council meeting to allow additional time to finalize the development agreement with City staff.

COUNCIL ACTION REQUESTED

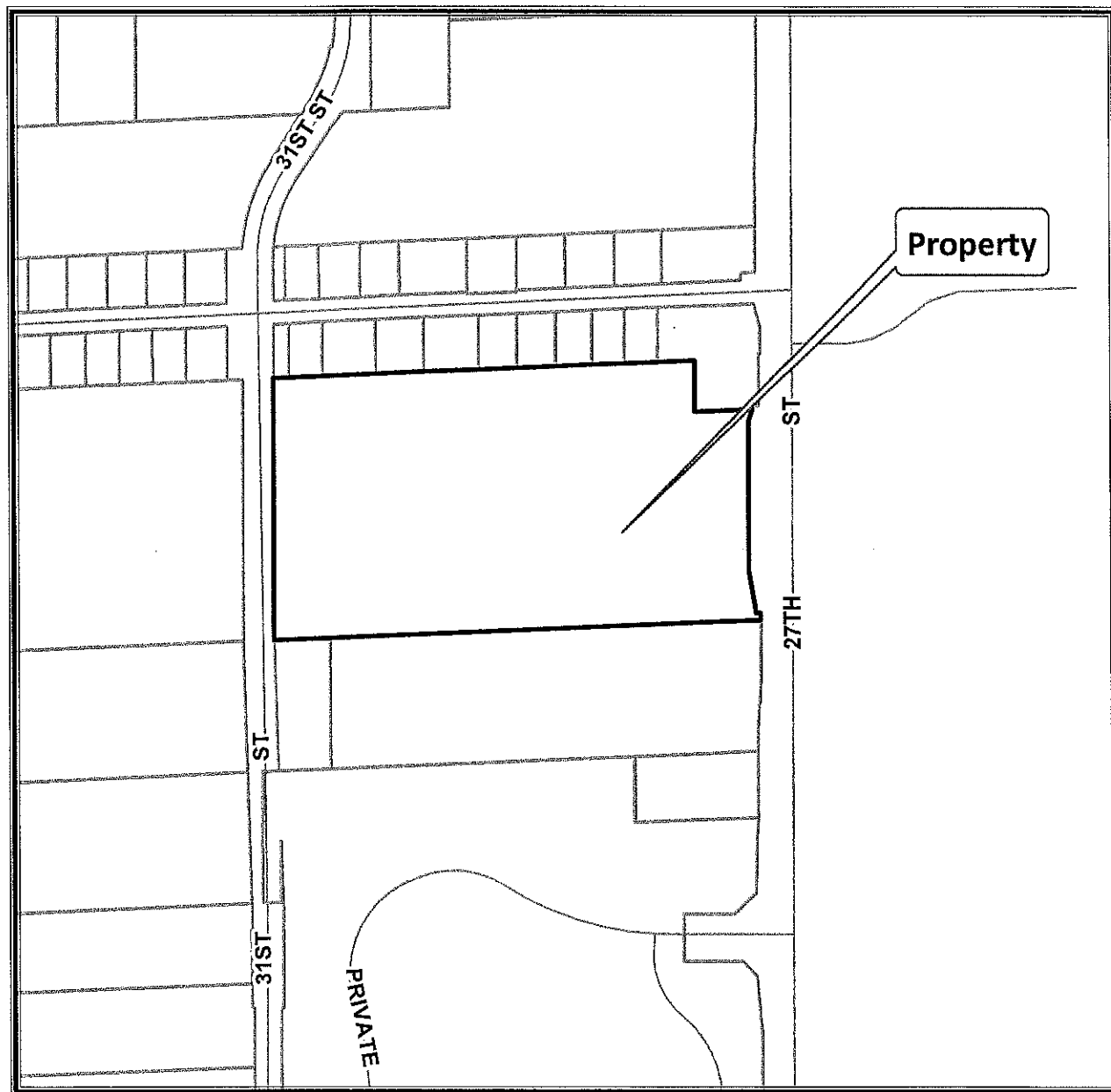
A motion to adopt Ordinance 2017-_____, an ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7333 South 27th Street from Mixed Use to Residential – Multi-Family use, Areas of Natural Resource Features use and Commercial use (approximately 18.0644 acres) (Zilber LTD., Applicant).

or

A motion to postpone and continue the subject matter to the October 3, 2017 Common Council meeting.



7333 S. 27th Street
TKN 761 9992 004



Planning Department
(414) 425-4024

0 245 490 980 Feet

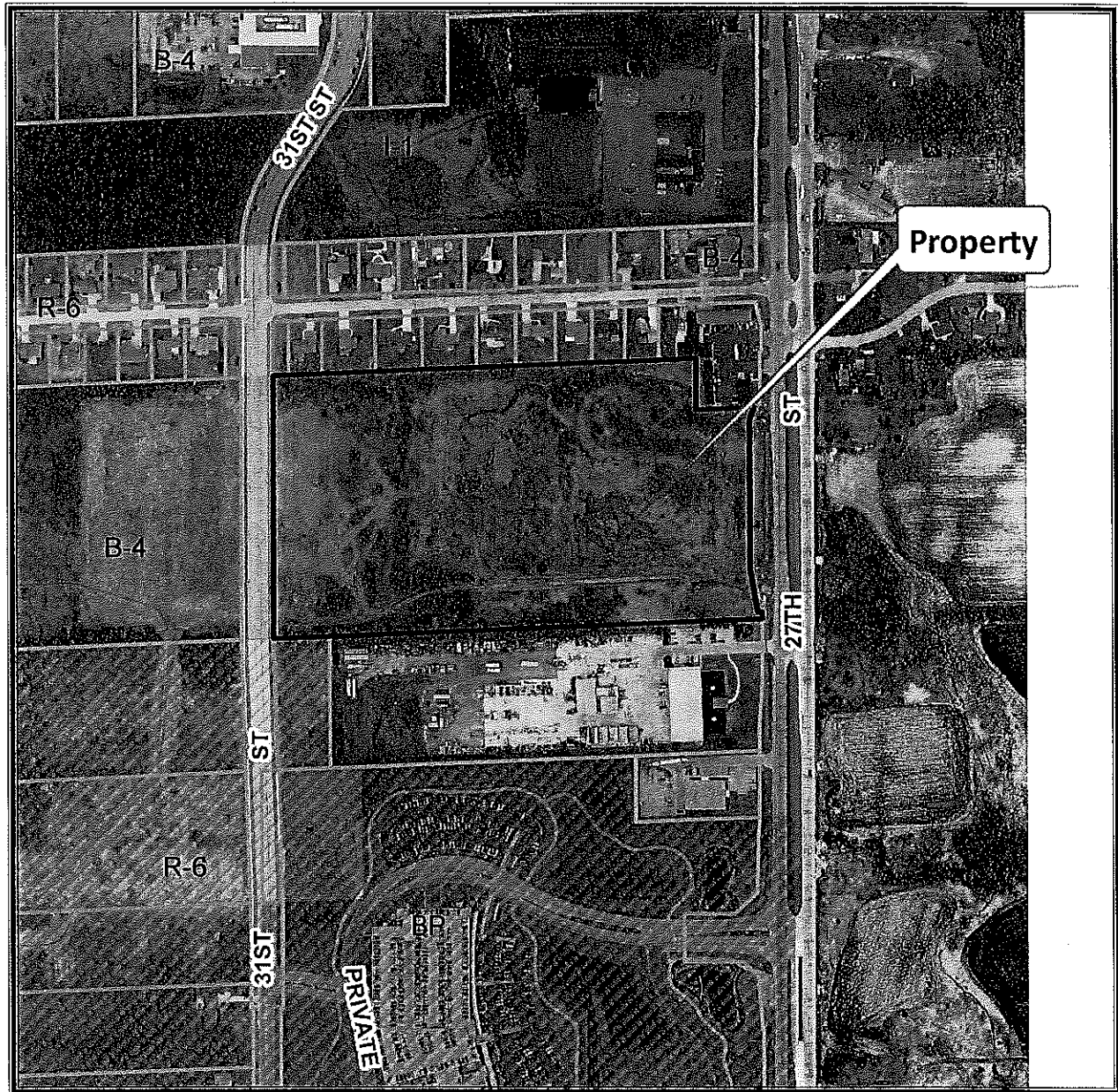
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



2017 Aerial Photo



7333 S. 27th Street
TKN 761 9992 004



Planning Department
(414) 425-4024

0 245 490 980 Feet



2017 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.



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of September 7, 2017

Comprehensive Master Plan Amendment, Special Use and Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends denial of the Comprehensive Master Plan Amendment, Special Use, and Certified Survey Map. If approved, staff recommends approval subject to the conditions in the attached draft ordinance and resolutions.

Project Name:	Zilber Apartments
General Project Location:	7333 South 27 th Street
Property Owner:	Metropolitan Milwaukee YMCA Bank Creditor Trust
Applicant:	Zilber Ltd.
Agent:	Mike King, Zilber Ltd.
Current Zoning:	B-4 South 27 th Street Mixed Use Commercial District
2025 Comprehensive Plan:	Mixed Use
Use of Surrounding Properties:	Single-family residential to the north, Platt Construction, Inc. and vacant land to the south, City of Oak Creek to the east and vacant land (zoned B-4 District) to the west
Applicant's Action Requested:	Approval of applications related to the proposed multi-family residential development

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 July 26, 2017, Zilber Ltd. filed Comprehensive Master Plan (CMP), Special Use, and Certified Survey Map (CSM) applications for a proposed multi-family residential development located at 7333 South 27th Street. These applications are further described below.

Comprehensive Master Plan Amendment:

The CMP Amendment application requests to amend the Future Land Use designation of Lot 1 and Lot 3 of the proposed CSM from "Mixed Use" to "Residential – Multi-Family" and "Areas of Natural Resource Features" and the proposed Lot 2 from "Mixed Use" to "Commercial." The applicant does not currently have plans to develop Lot 2; however, staff has recommended the applicant amend the future land use designation to Commercial to be more consistent with the current zoning and the likely anticipated use of the property.

Note that staff neglected to discuss the Areas of Natural Resource Features designation for Lot 1 and Lot 3 with the applicant, which is why it is not currently indicated on the provided Comprehensive Master Plan Amendment Exhibit. Staff will work with the applicant to revise this exhibit to match the attached draft ordinance and resolution, which includes the Areas of Natural Resource Features designation for Lot 1 and Lot 3. The Areas of Natural Resource Features designation will reflect the Conservation Easement area as shown on the final CSM.

Special Use:

The Special Use application has been submitted for development of 180 market rate apartments. Table 15-3.0602 of the Unified Development Ordinance (UDO) allows "Multiple-family dwellings and apartments" as a Special Use in the B-4 District.

The B-4 District requires that new residential development meet the R-8 Multiple-Family Residence District Development Standards in Table 15-3.0209 of the UDO. The applicant is requesting to exceed the R-8 Residence District density standards under Options 1 and 2, which allows a Gross Density of 6.10 for Option 1 and 8.00 for Option 2 and Net Density of 8.00 for either Special Use Option.

Certified Survey Map:

The Certified Survey Map application proposes to divide the existing approximately 18.06-acre property into three separate parcels. Lot 1 of the proposed CSM is about 7.82-acres, Lot 2 is about 2.00-acres and Lot 3 is approximately 6.46-acres.

PROJECT DESCRIPTION/ANALYSIS:

It is important to note that the applicant intends to acquire the motel and restaurant property to the north, to raze and market the motel portion of the property for a future commercial use, and to allow the restaurant portion of the property to remain. However, the applicant has not included that property as part of the current applications. The applicant has indicated that those changes will be submitted for separate City review and approval at some future date.

In regard to Lot 2 of the proposed Certified Survey Map, the applicant envisions that a commercial use will be developed on that property (most likely a daycare) at some point in the future. However, the applicant has not included that project as part of the current applications. Therefore, the applicant will need to submit a Site Plan or Special Use application (depending upon the proposed use) at some future date.

It can also be noted that the subject property is located within Tax Incremental Financing (TIF) District No. 3, and that the applicant has initiated discussions with the City of Franklin for use of TIF funds to assist with development of the subject project.

Comprehensive Master Plan Amendment/Consistency:

- *Consistent with, as defined by Wisconsin State Statute, means "furtheres or does not contradict the objectives, goals, and policies contained in the comprehensive plan."*

Comprehensive Master Plan Amendment:

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject property as Mixed Use and Areas of Natural Resource Features. The surrounding future land uses are Mixed Use and Office to the south, Mixed Use to the west, and Mixed Use and Residential to the north. The subject area is also part of the South 27th Street Corridor Plan which recommends the area's future land use as Mixed Use – Commercial.

At staff's recommendation, and as an apartment complex is proposed for the majority of the subject area (to be planned and developed separately from the potential future daycare and motel/restaurant proposals), the applicant has applied for a CMP Amendment. As previously noted, the Amendment is to change the future land use from Mixed Use to Residential – Multi-Family for the apartment development, and to Commercial for the potential daycare parcel.

Comprehensive Master Plan Consistency:

The Department of City Development believes that the proposed project, and its associated CMP Amendment and Special Use request, are not consistent with certain elements of the City's Comprehensive Master Plan including but not limited to:

- The 70/30 Goal of the City, which seeks to establish a 70/30 ratio of residential to commercial assessed valuation.
- Pursue and achieve business attraction, retention, and expansion.
- Accommodate (where appropriate) mixed-use development within identified districts and commercial areas. Including, "Provide for mixed-use buildings to include housing within identified districts and commercial corridors."
- The future land use map, which envisions that the subject area and surrounding area be developed for mixed use purposes, as opposed to multi-family residential uses.

The subject proposal is also not consistent with the "South 27th Street Corridor Plan" which recommends:

- That this area serve as a premiere employment center and as a transition from the large regional retail uses to the north.
- That this area consist of smaller scale commercial, office, civic, institutional and residential uses.
- That the primary uses in this area include retail, office, and institutional uses.
- Approval of the previously proposed YMCA development for this site, which included a medical facility.

Furthermore, staff would note that the subject property is one of a few remaining large parcels along S. 27th Street. Staff would likely be supportive of a proposal that was more consistent with a traditional mixed use development, which would better fit the future land use designation of mixed use. A traditional mixed use development would integrate uses more, such as first floor retail with residential apartments above.

On the other hand, the subject proposal is consistent with certain Comprehensive Master Plan goals, objectives, and/or policies including:

- Ensure compatibility with adjacent land uses.

- Provide a wide range of housing opportunities to support the needs of working professionals, seniors, and families.
- Create a plan that provides direction but allows flexibility in the development of residential and non-residential areas.

The subject proposal is also consistent with certain South 27th Street Corridor Plan recommendations, including:

- Work with Minnesota Avenue residents and St. James Church to create a Sub-Area Plan for the area designated as “Mixed-Use Commercial”...
- That a new mixed use commercial zoning district be created for this area, which should allow such uses as residential as a permitted or special use.

Based upon the preceding information, the Department of City Development has concluded that the subject proposal is not consistent with a preponderance of the Comprehensive Master Plan’s goals, objectives, and policies.

Director of Economic Development Comments:

Economic Development staff disagrees with Planning Staff’s assessment of the project’s mixed-use status and therefore the necessity for an amendment to the comprehensive master plan to accommodate the project. When considered in context, the proposed project is mixed-use and will function among a mix of uses in the surrounding area. The area is appropriately zoned B-4 which allows for both multi-family residential and commercial uses. Both types of uses are proposed as part of the Zilber development. Commercial uses along 27th Street include; the proposed day-center, the retained restaurant, and the existing motel site, which will be marketed for future commercial/mixed-use development. Land set further back from 27th Street will be residential creating a mix of development uses on the site. While it may be argued that a different style of mixed-use development is preferred, the proposed mix of uses provides balance of activity that is generally sought from mixed-use development.

Additionally, the project serves as a transitional use between the single family residential homes to the north and the commercial uses to the south. The mixed-use direction of the project better positions the City for incorporating additional mixed-use development along the 27th Street corridor in the future.

On March 21, 2017, the Common Council directed staff to “work with Zilber LTD. regarding a proposed mixed-use development at 7333 S. 27th Street and to pursue a development agreement that includes financial support from tax increment finance (TIF) district No. 3 with the understanding that the development agreement will include removal of the hotel, [and with regard to Tax Incremental Financing] “lookback” provision, and “pay as you go” [incentive balance], as outlined in the Council Action Sheet for this item.” Negotiations of the development agreement between the City and Zilber are on-going.

Special Use:

The applicant is requesting approval to develop 180 market rate apartments within six 30-unit buildings. Each building is anticipated to consist of 13 one-bedroom units and 17 two-bedroom units. In total, there will be 78 one-bedroom units and 102 two-bedroom units. A typical one

bedroom unit will be approximately 789 square feet and two bedroom units are about 1,258 square feet on average. The applicant has indicated a projected average rental rate of \$1.40 per square foot.

The table below summarizes the maximum number of dwelling units allowed and the density proposed by the applicant.

Parcel	Maximum number of dwelling units per maximum ND of 8.00	Maximum number of dwelling units per maximum GD of 8.00	Proposed dwelling units	Proposed ND	Proposed GD
Lot 1 (north multi-family parcel)	47 dwelling units	63 dwelling units	90 dwelling units	15.35	11.51
Lot 3 (south multi-family parcel)	39 dwelling units	52 dwelling units	90 dwelling units	18.56	13.92

Per Section 15-3.0701A.7. of the UDO (below), the Common Council, pursuant to the recommendations of the Plan Commission, may modify regulations of the zoning district.

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

Pursuant to Section 15-3.0701 of the UDO, the applicant has provided responses to the General Standards for Special Uses, which are included in this submittal. However, as noted above, staff does not agree with the applicant that the proposed project is consistent with the City's Comprehensive Master Plan.

Furthermore, it should be noted that the Fire Department, in its comments provided in its review of this project indicated: "The Fire Department does not support further high-density residential development relative to existing Fire Department staffing levels. Response times for Fire and EMS incidents may exceed Fire Department benchmark goals and/or industry standard recommendations."

Certified Survey Map:

As previously noted, a three lot Certified Survey Map (CSM) is proposed as part of the subject project and is included in the application submittal. However, the Engineering Department is still reviewing the CSM as well as the associated easements, utilities, infrastructure, erosion control, etc. Therefore, staff recommends that the applicant shall revise the Certified Survey Map to incorporate the Engineering Department's technical review comments prior to recording the Certified Survey Map.

In particular, the applicant has indicated that they are open to discussions about cross access between Lot 1 and the motel/restaurant parcel to the north, but are concerned about the impacts upon the adjacent natural resource features. Therefore, the applicant has not shown such access on the CSM, nor have those natural resources been included within the proposed Conservation Easement.

However, the B-4 South 27th Street Mixed Use Commercial District requires, and the South 27th Street Corridor Plan recommends, that cross access be provided. Therefore, staff recommends that the applicant shall provide a cross-access easement between Lot 1 and the adjacent motel/restaurant parcel to the north, and revise the Certified Survey Map accordingly, to be utilized at the point in time when the adjacent parcel undergoes development or redevelopment, for Department of City Development review and approval prior to recording of the Certified Survey Map.

It is also important to note that pursuant to Sections 15-2.0303 and 15-8.0101 of the UDO, a Development Agreement (to ensure the proper furnishing, construction, and installation of required improvements), will be required for the subject development, for review by the City Engineer and the City Attorney, and approval by the Common Council, prior to recording of the CSM.

Site Plan:

The apartment development is located upon Lots 1 and 3 of the proposed CSM. The site plan includes six 30-unit multi-family buildings, a recreation building, outdoor swimming pool, grilling area, playground, dog park and associated parking, landscaping and storm water management facilities. The development is divided in half by a proposed public road with the north side and south side of the development each containing three buildings.

However, the applicant did not provide any site plan details for the grilling area, playground, and dog park. Therefore, staff recommends that the applicant shall revise the Site Plan to include details of the proposed grilling area, playground, and dog park prior for Department of City Development review and approval prior to issuance of a Building Permit. Alternatively, the applicant may apply for a Minor Site Plan Amendment prior to development of the grilling area, playground, and dog park, for Department of City Development review and approval.

The R-8 District requires an Open Space Ratio (OSR) of 0.35 for Option 1 and 0.25 for Option 2. The applicant is proposing an OSR of 0.745 for the north side of the development and 0.750 for the south side, well exceeding the R-8 District Development Standard.

It should be noted that the Engineering Department is still reviewing the Site Plan as well as the associated Sewer and Water Plan, Storm Sewer System Plan, Grading and Drainage Plan, etc. Therefore, staff recommends that the applicant shall revise the Site Plan and associated Sewer, Water, Storm, Grading, etc. plans to incorporate the Engineering Department's technical review comments prior to issuance of a Building Permit.

Ingress and Egress:

The applicant is proposing to extend a public road from S. 27th Street to S. 31st Street. All access to apartment buildings will be from the new public road. According to the applicant, the Wisconsin Department of Transportation has conceptually approved the access location to S. 27th Street and permit documents have been submitted and are currently under review.

Recreation Building and Site Amenities:

The applicant has provided a Site Amenities Plan that includes several facilities for tenants and guests including, a recreation building, swimming pool, grilling area, a playground and a dog park.

The recreation building is located on the north side of the development and includes a fitness center and multipurpose room, restrooms, clubroom and a leasing office. Adjacent to the recreation building is the outdoor pool and a large grilling area.

The playground is located on the south side of the development and will include a jungle gym, slide, swings and other children activities as well as benches and trash receptacles. The dog park is also located on the south side of the property. The pool, playground and dog park are all enclosed or partially enclosed by a 4-foot high aluminum fence.

Additionally, bike racks, benches, trash receptacles and dog waste stations are located throughout the site. Bike racks are located in front of all six buildings. The applicant has included benches adjacent to the playground and within the dog park area. Trash receptacles and dog waste stations with bags are located adjacent to the sidewalk along the north side of the proposed public road at either end of the site.

Parking:

The Unified Development Ordinance requires a Standard Parking Ratio of 1 space per dwelling unit for efficiency and one-bedroom apartments, 2 spaces per dwelling unit for two-bedroom apartments and 2.5 spaces per dwelling unit for three or more bedroom apartments.

The applicant is proposing 180 apartment units, which will be a mix of one bedroom and two bedroom units. The applicant anticipates a total of 78 one-bedroom units and 102 two-bedroom units; therefore, the UDO Standard Parking Ratio is 282 parking spaces.

Four of the buildings will have 33 interior parking spaces and the other two buildings will have 34 parking spaces, totaling 200 parking spaces. In addition, the site plan includes 84 surface parking spaces. Therefore, a total of 284 parking spaces are proposed, which meets the requirements of Section 15-5.0203 of the UDO. The applicant notes that interior parking will be reserved for tenants, but that exterior parking will not, but rather will be available for both tenants and guests. The applicant further notes that the recreational amenities will be available for tenant use only, as such, additional parking is not required.

The 284 parking spaces include 4 exterior ADA compliant parking stalls and one ADA compliant stall is located in each underground parking area. The north side of the development has 50 parking spaces and the south side has 34 parking spaces. Each portion of the development includes two ADA parking stalls, which meets Table 15-5.0202(I)(1) of the UDO.

Additionally, the proposed exterior parking spaces are a minimum of size of 9' wide and 20' long (180 square feet), meeting the UDO required minimum parking space size.

Landscaping:

The UDO requires 1.5 canopy/shade trees per dwelling unit, 1 decorative tree per dwelling unit, 1 evergreen per dwelling unit and 3 shrubs per dwelling unit. With this request, the applicant is proposing to construct 180 dwelling units; therefore, a total of 270 canopy/shade trees, 180 evergreen trees, 180 decorative trees and 540 shrubs are required. However, the development abuts less intense single-family residential homes, thus a 20% increase is required per Section 15-5.0302C. of the UDO. This result in 324 canopy/shade trees, 216 evergreen trees, 216 decorative trees and 648 shrubs are required.

The Landscape Plan identifies 229 canopy/shade trees, 144 evergreens, 216 decorative trees and 648 shrubs. This equates to 1.27 canopy/shade trees per unit, 1.2 decorative trees per unit, 0.8 evergreen trees per unit and 3.6 shrubs per unit.

To compensate for the shortfall of 95 canopy/shade trees and 36 evergreens, the applicant has proposed to plant minimum 7-foot tall evergreen trees, opposed to the UDO required minimum of 4 foot tall trees. In addition, the applicant has noted that 180 existing shade trees will be preserved onsite, which is equivalent to 95 shade trees per Section 15-5.0302D. of the UDO. Staff notes, however, that this Section also requires the exact location, size and type of existing trees to be preserved be shown as part of the landscape plan. This information has not been provided. Therefore, staff recommends that the applicant shall revise the Landscape Plan to identify the existing trees to be retained, for Department of City Development review and approval, prior to issuance of a Building Permit.

The applicant has provided hose bibs on the buildings for irrigation. Areas for snow storage are illustrated on the Landscape Plans as well.

The applicant is providing street trees in conformance with Section 15-8.0117 of the UDO, which are not included in the Plant Schedule.

Outdoor Lighting:

The applicant provided a Site Lighting Plan, which includes light details and photometrics. Lighting detail/catalog sheets have also been provided. The applicant is proposing 15-foot poles on 3" bases within the north and south parking lots. The north lot includes 7 light poles and the south lot has 6 light poles. Seven street lights are also included on the north side of the public road. Street lights are on 25' poles on a 3" base.

As the proposed project includes a number of outdoor recreational amenities in close proximity to the proposed public street, staff recommends that the applicant shall revise the Lighting Plan to include pedestrian scale decorative lighting at the recreational building, playground, and dog park areas, for Department of City Development review and approval prior to issuance of an Occupancy Permit. Staff suggests that pedestrian scale decorative lighting be provided throughout the subject property.

Natural Resource Protection Plan:

A Natural Resource Protection Plan (NRPP) has been completed for the subject development by Tina Meyers of RA Smith National, dated May 5, 2017. According to the NRPP, the site contains four wetlands and the association wetland buffers and wetland setback. The NRPP notes that the tree line along the south property line meets the definition of young woodland; however, approximately 90% of the trees are Green Ash and are diseased/dying due to the Emerald Ash Borer.

The wetlands were delineated by Heather Patti of RA Smith National on October 8, 2015. A full and complete wetland delineation report is on file with the Department of City Development. The cover letter of that report is attached.

In total, approximately 2.3 acres of the site consist of protected natural resource features. The applicant is proposing wetland, wetland buffer and wetland setback impacts for the construction of the proposed public road. Specifically, the applicant is requesting approval to fill approximately 2,391 square feet of wetlands, and about 8,822 square feet of wetland buffer. The applicant did not indicate how many square feet of wetland setback would be impacted. Therefore, staff recommends that the applicant shall revise the Natural Resource Protection Plan to indicate the amount of wetland setback disturbance and loss for Department of City Development review and approval prior to issuance of a Building Permit.

The applicant is not proposing mitigation for the proposed impacts. Although the impact is for a public road, staff recommends that the applicant shall prepare a mitigation plan that includes restoration and/or enhancements to the existing wetlands onsite, for review and approval by Department of City Development, prior to issuance of a Building Permit.

The applicant has illustrated the conservation easement boundary on Sheet EX.1, which includes protection of the wetland and wetland buffer for the two wetlands adjacent to S. 31st Street, but not for a third wetland adjacent to S. 27th Street. Therefore, staff recommends that the applicant shall revise the Conservation Easement to include protection of the wetland and 30-foot wetland buffer for all three remaining wetland areas onsite. Sheet EX.1, the Site Development Plan (Sheet C300) and the Certified Survey Map shall all be revised to illustrate the boundary as such and be labeled accordingly. In addition, staff suggests that the conservation easement also include the 50-foot wetland setback.

It can be noted that a Natural Resource Special Exception will be required at the time that the cross access between Lot 1 and the motel/restaurant parcel to the north is developed.

Furthermore, staff recommends that the applicant shall prepare a written conservation easement document for Common Council review and approval and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.

Architecture:

The proposed buildings are 3 stories and 40-feet in height. The recreation building is 1 story and just over 19 feet in height. The primary building materials include brick and two styles of fiber cement siding. The front elevations include a storefront entry feature and a metal canopy.

Secondary entrances also have a metal canopy. The building contains balconies, which will be enclosed by painted steel or aluminum railings.

The applicant has indicated that rooftop mechanicals will be screened by the building's parapet walls. Otherwise, mechanicals are located within each building.

It can be noted that the facades for all six buildings are the same, and that the entrances for each building only include a small canopy. As such, little architectural variation and interest is provided to distinguish the buildings from one another, to moderate the scale and mass of the proposed development, and to enhance the pedestrian environment. Furthermore, although the South 27th Street Design Standards do not apply to residential development, they do still serve as a guideline through their incorporation into the City's Comprehensive Master Plan, and they still provide valid design and architectural considerations. Therefore, staff recommends that the applicant shall revise the Building Elevations to incorporate at least two different building types, incorporating such features as window treatments, colors, trim/edging materials, and distinct building entrances to distinguish the building types from one another, for Department of City Development review and approval prior to issuance of a Building Permit.

Signage:

The site plan includes two monument signs, adjacent to S. 31st Street and S. 27th Street. Sign details have not been provided; therefore, staff recommends that the applicant shall prepare sign plans for Department of City Development review and approval prior to issuance of a Sign Permit by the Inspection Department. Note that staff anticipates requiring a brick or stone base and that the sign comply with the same monument sign standards for commercial signage per Chapter 210 of the Municipal Code.

Stormwater Management:

The Engineering Department is currently reviewing the preliminary storm water management plans. The applicant will provide a final stormwater management plan and stormwater management agreement with the final engineering plans. Staff recommends that the applicant shall submit to the Engineering Department, for review and approval, a final storm water management plan prior to issuance of a Building Permit.

PUBLIC STREETS, SIDEWALKS, AND TRAILS PRACTICABLE ALTERNATIVES ANALYSIS:

The applicant is proposing wetland, wetland buffer, and wetland setback impacts/loss for construction of the proposed public street. Specifically, the applicant is requesting approval to fill 2,391 square feet of wetland and 8,822 square feet of wetland buffer. The applicant has not indicated that amount of wetland setback impact/loss.

The applicant has provided an exhibit (Sheet EX.1) illustrating these impacts as well as an alternative analysis. These impacts may be allowed by the Common Council per Ordinance No. 2016-2224, which states that all public streets, sidewalks and trails construction shall not be subject to the natural resource features protection standards following review and approval by the Common Council. However, the applicant did not address sections i), ii), and iii) of

Ordinance No. 2016-2224 pertaining to conformance with the City's road construction standards, status of other governmental permits, and impacts upon natural resource features located outside of the limits of disturbance associated with the public road construction. Therefore, staff recommends that the applicant shall revise the practicable alternatives analysis to address sections (f) i), ii), and iii). for review and approval by the Common Council prior to issuance of a Building Permit.

STAFF RECOMMENDATION

Based upon a lack of consistency with a preponderance of the goals, objectives, and policies contained within the City's Comprehensive Master Plan, the Department of City Development recommends denial of the Comprehensive Master Plan Amendment, the Special Use, and the Certified Survey Map.

In addition, as previously noted, the Fire Department indicated concerns with the subject project, specifically, "The Fire Department does not support further high-density residential development relative to existing Fire Department staffing levels. Response times for Fire and EMS incidents may exceed Fire Department benchmark goals and/or industry standard recommendations."

However, if the Plan Commission chooses to recommend approval of the subject proposal, staff recommends such approval be subject to the conditions set forth in the draft Ordinance and draft Resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2017-____

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED
AT 7333 SOUTH 27TH STREET FROM MIXED USE TO
RESIDENTIAL–MULTI-FAMILY USE, AREAS OF NATURAL
RESOURCE FEATURES USE AND COMMERCIAL USE
(APPROXIMATELY 18.0644 ACRES)
(ZILBER LTD., APPLICANT)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, Zilber LTD. has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 7333 South 27th Street from Mixed Use to Residential–Multi-Family Use, Areas of Natural Resource Features Use and Commercial Use [Specifically, Lots 1 and 3 of a proposed Certified Survey Map would be designated as Residential–Multi-Family Use and Areas of Natural Resource Features Use and the proposed Lot 2 designated as Commercial Use.]; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on September 7, 2017, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7333 South 27th Street from Mixed Use to Residential–Multi-Family Use, Areas of Natural Resource Features Use and Commercial Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on September 19, 2017; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for property located at 7333 South 27th Street from Mixed

Use to Residential- Multi-Family Use, Areas of Natural Resource Features Use and Commercial Use [Specifically, Lots 1 and 3 of a proposed Certified Survey Map would be designated as Residential- Multi-Family Use and Areas of Natural Resource Features Use and the proposed Lot 2 designated as Commercial Use.]. Such property is more particularly described within Resolution No. 2017 _____ of even-date herewith.

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 _____ day of _____, 2017, by Alderman _____.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

APPROVED:

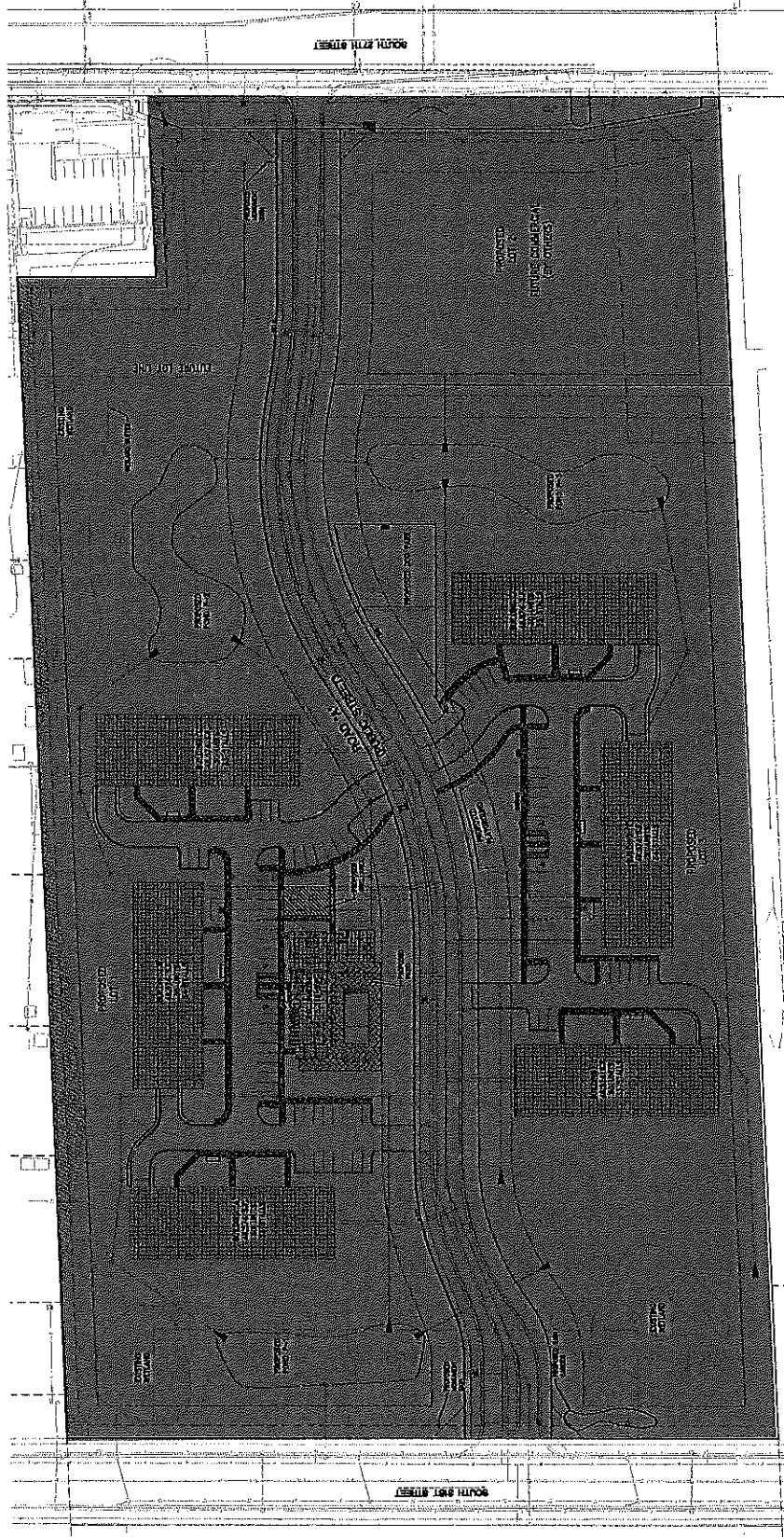
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

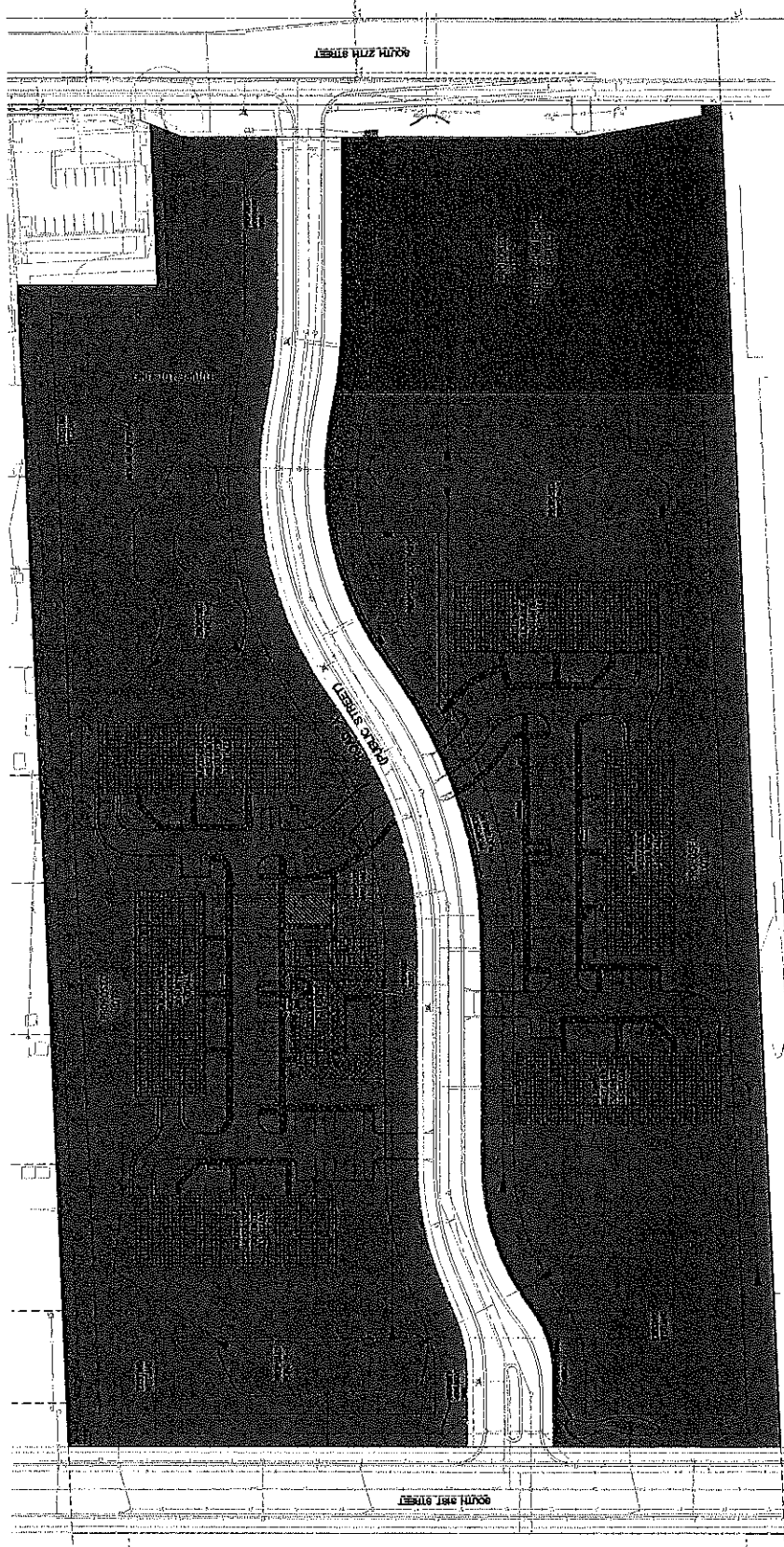
COMPREHENSIVE MASTER PLAN AMENDMENT EXHIBIT



■ CURRENT FUTURE LAND USE MAP
DESIGNATION: MIXED USE

7333 SOUTH 27TH STREET MULTI-FAMILY DEVELOPMENT
AUGUST 25, 2017

COMPREHENSIVE MASTER PLAN AMENDMENT EXHIBIT



- PROPOSED FUTURE LAND USE MAP
DESIGNATION: RESIDENTIAL - MULTI-FAMILY
- PROPOSED FUTURE LAND USE MAP
DESIGNATION: COMMERCIAL

7333 SOUTH 27TH STREET MULTI-FAMILY DEVELOPMENT
AUGUST 25, 2017

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 19, 2017
REPORTS & RECOMMENDATIONS	Resolution Providing for the Sale of Approximately \$42,750,000 Note Anticipation Notes for TID 3 Developer Incentive, TID 4 Sanitary Sewer infrastructure, TID5 Project Costs and Capital Improvement Fund projects	ITEM NUMBER <i>6.2,</i>

Background

The 2017 Budget anticipated a debt offering to finance projects in the Capital Improvement Fund. The 2017 Budget also included a debt offering in TID5 for infrastructure projects associated with Ball Park Commons.

Analysis

Projects in the 2017 Capital Improvement plan have progressed slower than was contemplated by the 2017 Budget. As the 2018 Budget is getting developed, there are projects in TID3 for a developers incentive on a S 27th Street project, a sanitary sewer infrastructure project along S 27th Street in TID4, the water, sanitary sewer, storm sewer, street, recreational trail and methane mitigation projects in TID5 (Ball Park Commons), and a water main along W Loomis Road near W Ryan Road.

The 2018 Capital Improvement plan has various City projects that will also demand resources from debt obligations.

Attached are the details for two Anticipation Notes, one taxable and one tax exempt to finance the above projects.

If the City chose to sell notes for each project as they mature, the costs of selling the debt would be considerably higher than accumulating the project costs into the two proposed issues noted on the attached. Since the issue would be Anticipation Notes, they can be refinanced in the future with Refunding Notes or repaid if the projects do not precipitate. Should the final 2018 Budget remove one or more of the project, staff will remove those costs from the contemplated sale.

Should one or more of the projects mature prior to the offering, the Anticipation Notes can be converted to General Obligation Notes, saving issuance costs later when the Anticipation Note issue is refunded.

The sale is scheduled post adoption of the 2018 budget but in time to close prior to December 31, 2018. This will preserve options the Common Council has available in adopting the tax levy in the 2018 Budget.

Fiscal Note

While the direction of interest rates can rarely be projected in the short term, the risks to the City on this issue are in two areas:

- 1) The resources are never needed for the contemplated project, and thus issuance costs and interest costs are incurred that would not otherwise have been needed, and
- 2) Interest rates rise in the future, raising the cost of the debt issue by missing the opportunity for locking in current interest rates, which are generally believed to be lower than future longer term rates.

A budget amendment will be required to provide for the appropriations for the issuance costs anticipated here. The issues will be allocated to TID3, 4 & 5, as well as the Capital Improvement Fund as the projects are outlined on the attached.

Recommendation

The Finance Committee reviewed the issuance plan at its August 22, 2017 meeting and recommended an authorizing resolution to the Common Council. The recommendation was for an amount not to exceed \$36 million. Since that meeting, new information on Ball Park Commons has caused the amount to increase to \$42.75 million. Staff recommends adoption of the Resolution(s).

The closing of the sale would be on or before December 31, 2017.

COUNCIL ACTION REQUESTED

Motion to Approve a Resolution providing for the sale of approximately \$42,750,000 Note Anticipation Notes for TID 3 Developer Incentive, TID 4 Sanitary Sewer infrastructure, TID 5 Project Costs and Capital Improvement Fund projects

City of Franklin, WI

2017 Issue Sizing for NAN

Estimated Financing Plan

	Taxable Note Anticipation Note 2017	Tax Exempt Note Anticipation Note 2017	Totals
Projects			
TID #3 Incentive	5,000,000		5,000,000
TID #4 Sewer lines, lift station and water main		10,000,000	10,000,000
Water Main		3,000,000	3,000,000
TID #5 Water, Sewer, Storm Sewer, Trails		11,400,000	11,400,000
TID #5 Methane Gas System, excavation, privacy berms	11,400,000		11,400,000
Street & Public Safety projects		1,000,000	1,000,000
Parks Project		600,000	600,000
Total Project Funds	16,400,000	26,000,000	42,400,000
Estimated Finance Related Expenses			
Municipal Advisor	36,900	46,300	83,200
Bond Counsel	20,000	25,000	45,000
Disclosure Counsel (if engaged)	12,000	15,000	27,000
Rating Agency Fee	10,000	10,000	20,000
Paying Agent	675	675	1,350
Underwriter Discount	5.00 82,750	5.00 131,000	213,750
Capitalized Interest			
Total Financing Required	16,562,325	26,227,975	42,790,300
Estimated Interest	0.25% (17,083)	0.25% (32,500)	(49,583)
Assumed spend down (months)	5	6	
Rounding	4,758	4,525	9,283
Net Issue Size	16,550,000	26,200,000	42,750,000

Resolution No. _____

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$42,750,000 NOTE ANTICIPATION NOTES

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the "City") is presently in need of approximately \$42,750,000 for public purposes, including City capital improvement projects and acquisitions, water main extensions, and project costs of tax incremental districts within the City; and

WHEREAS, it is desirable to borrow said funds through the issuance of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes; and

WHEREAS, the note anticipation notes shall be sold in one or more series of taxable note anticipation notes ("Taxable Notes") and tax-exempt note anticipation notes ("Tax-Exempt Notes").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Notes. The City shall issue its Taxable Notes and Tax-Exempt Notes in an aggregate principal amount of approximately \$42,750,000 (collectively, the "Notes") for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notices of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notices of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of complete Notices of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk shall cause an Official Statement concerning the Notes to be prepared by Ehlers. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted, approved and recorded September 19, 2017.

Stephen R. Olson
Mayor

ATTEST:

Sandra L. Wesolowski
City Clerk

(SEAL)

APPROVAL <i>Slw</i>	REQUEST FOR Council ACTION	MEETING DATE 9/19/17
REPORTS AND RECOMMENDATIONS	AUTHORIZE STAFF TO EXECUTE A REVISED PROFESSIONAL SERVICES AGREEMENT WITH GRAEF FOR BALLPARK COMMONS DEVELOPMENT REVIEW ASSISTANCE, NOT-TO- EXCEED \$20,000	ITEM NUMBER <i>G.3.</i>

BACKGROUND

On September 5, 2017, Common Council tabled a professional engineering proposal from GRAEF for the review of plans related to the Ball Park Commons Development.

ANALYSIS

GRAEF has resubmitted the proposal. Staff will review the plans for compliance however Council should note the following:

- Engineering Department has vacant position since the retirement of Ron Romeis. Staff has advertised and interviewed several candidates for a Technician 4 and no suitable candidates have been located. It is anticipated that this position may not be filled until mid 2018. Fortunately, development in Franklin has been light in 2017 and most responsibilities have been covered.
- The enormity of the Ball Park project (expected 180+ plan sheets) is a concern to do a complete review within the desired time allotment of 2 weeks. GRAEF has immediate capacity of highly qualified engineers to devote time to this review, when it is submitted.
- While DNR is addressing the environmental concerns of the landfill, construction of City owned roads, sanitary, water, and storm facilities on and around a landfill with poor soils is our concern. A geotech expert should evaluate the details on supports for these structures to help prevent settlement and possible failure. For similar reasons, pipe connections should be evaluated for appropriate restrained joints or flexibility in pipe materials.
- There is a complex traffic impact analysis (TIA) for this project that is still under review by WISDOT and Milwaukee County. It is imperative to have a third party review the geometrics of the street configuration to not cause detrimental issues with the TIA approval process.

The attached proposal will be Attachment A to Franklin's standard contract boilerplate.

FISCAL NOTE

A budget amendment passed on September 5, 2017, to cover the expenditure.

COUNCIL ACTION REQUESTED

Authorize staff to execute a revised professional services agreement with GRAEF for Ballpark Commons Development Review Assistance, not-to-exceed \$20,000, pending review by City Attorney for technical corrections.

Engineering Department



One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

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September 12, 2017

Mr. Glen E. Morrow, P.E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Subject: Ballpark Commons Development Review Assistance
Professional Services Agreement

Dear Mr. Morrow:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to City of Franklin (Client). An executed copy of this proposal will become our Agreement.

This professional services proposal is for the initial plan review for the Ballpark Commons Development in the City of Franklin. Subsequent reviews may require a contract amendment for additional fees. This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

GRAEF performed the same role for Greenfield for the plan review for the 84South development. Due to the complexity of the project, large number of plans to be reviewed, and turnaround time for a project such as Ballpark Commons, it is not uncommon for a municipality to retain a professional engineering consulting firm to perform the reviewer role. With our decades of past design work and review work for Franklin and capacity of highly qualified professionals, GRAEF is perfectly suited to act as an extension of the Franklin Engineering Department in this critical role.

For this Project, GRAEF proposes to provide the following Basic Services:

- Plan review (grading, roadway, utilities) and calculation review for general City and code conformance provided by others as directed by the City.
- Review capacity calculations of existing utilities and compare to development flows.
- Review road geometrics in compliance with approved Traffic Impact Analysis.
- Review landfill concerns related to the proposed utilities and roads.
- Review design reports for general City and code conformance provided by others and as directed by the City.
- Provide a budgetary update to the City. Typically, project reviews of this magnitude require more than \$20,000 to complete. Once the plans are received



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and direction given by the City, GRAEF will monitor the budget and update the City of the status of the budget.

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- Notice to Proceed September 25, 2017
- Complete Preliminary Review of Plans Within 2 weeks of receiving plans

For this Project, it is our understanding Client will provide the following additional services, items and/or information:

- Final Plans, calculations, specifications and reports provided by others to be reviewed received electronically and 4 paper copies delivered to our office
- Provide a date of when the final plans will be delivered for review so that appropriate staff can be scheduled to begin the review.
- Existing utility information
- Direction on what is exactly to be reviewed
- City review requirements, standards and codes
- Attend plan review meetings

For the Basic Services detailed above, the City of Franklin agrees to compensate GRAEF on an hourly basis, not-to-exceed fee of \$20,000.00.

To accept this proposal, please sign and date both enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project. Graef-USA Inc. looks forward to providing services to the City of Franklin.

Sincerely,

Graef-USA Inc.

Michael N. Paulos, P.E.
Principal

Accepted by: City of Franklin

Stephen R. Olson, Mayor

Date: _____



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Sandra L. Wesolowski, City Clerk

Date: _____

Paul Rotzenberg, Director of Finance &
Treasurer

Date: _____

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

Date: _____



One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
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414 / 259 0037 fax
www.graef-usa.com

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PROFESSIONAL SERVICES 2017 FEE SCHEDULE

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 186.00
Group Manager (P8)	\$ 174.00
Senior Professional (P7)	\$ 164.00
Professional (P6)	\$ 154.00
Professional (P5)	\$ 144.00
Professional (P4)	\$ 133.00
Professional (P3)	\$ 121.00
Professional (P2)	\$ 108.00
Professional (P1)	\$ 96.00
Senior Technician/Inspector (T6)	\$ 121.00
Senior Technician/Inspector (T5)	\$ 115.00
Senior Technician/Inspector (T4)	\$ 106.00
Technician/Inspector (T3)	\$ 95.00
Technician/Inspector (T2)	\$ 84.00
Technician/Inspector (T1)	\$ 67.00
Survey Crew - 1 Person	\$ 125.00
Survey Crew - 2 Person	\$ 185.00
Administrative	\$ 67.00

Automobile travel will be billed at the current federal rate of 53.5 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.



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GRAEF-USA Inc.'s TERMS AND CONDITIONS

These Terms and Conditions are material terms of the Professional Services Agreement proposed on September 12, 2017 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Franklin (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied. Persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. GRAEF shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with Client in its performance of this Agreement. Client shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by GRAEF. These terms are of the essence. To the fullest extent permitted by law, GRAEF shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of GRAEF or GRAEF'S officers, directors, partners, employees, and consultants in the performance of GRAEF'S services under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF, GRAEF'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement. To the fullest extent permitted by law, GRAEF'S total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of GRAEF and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that GRAEF'S negligence bears to the total negligence of Client, GRAEF, and all other negligent entities and individuals. In addition to the indemnity provided above, and to the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF and GRAEF'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Insurance: GRAEF shall, during the life of the Agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$2,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$1,000,000

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



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

Additional Services: CLIENT may, in writing, request changes in the Basic Services required to be performed by GRAEF and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, GRAEF shall submit a "Change Order Request Form" to Client for authorization and notice to proceed signature and return to GRAEF. Should any such actual changes be made, an equitable adjustment will be made to compensate GRAEF or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by GRAEF for adjustments hereunder must be made to Client in writing no later than forty-five (45) days after receipt by GRAEF of notice of such changes from Client.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, provided that the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services pursuant to the terms set forth thereunder.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution and Governing Law: This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

Termination: This Agreement may be terminated by Client, for its convenience, for any or no reason, upon written notice to GRAEF. This Agreement may be terminated by GRAEF upon thirty (30) days written notice. Upon such termination by Client, GRAEF shall be entitled to payment of such amount as shall fairly compensate GRAEF for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this Agreement, including but not limited to, other actual or potential agreements for services with other parties. In the event that this Agreement is terminated for any reason, GRAEF shall deliver to Client all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that GRAEF may have accumulated. Such material is to be delivered to Client whether in completed form or in process. Client shall hold GRAEF harmless for any work that is incomplete due to early termination. The rights and remedies of Client and GRAEF under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this Agreement.

Records Retention: GRAEF shall maintain all records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. Such records shall be made available by GRAEF to Client for inspection and copying upon request.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 09/19/2017
Reports & Recommendations	RESOLUTION TO ENTER AGREEMENT WITH STATE OF WISCONSIN FOR PRE-EMPTION EQUIPMENT AT INTERSECTIONS OF: W. LOOMIS ROAD (STH 36) AND S. 76 TH STREET; AND S. 27 TH STREET (STH 241) AND W. OAKWOOD ROAD.	ITEM NO. <i>G.4.</i>

BACKGROUND

Traffic signals are in the process of being upgraded to include "Pre-emption Equipment" or also known as "Emergency Vehicle Pre-emption" (EVP). Per the US Department of Transportation *"EVP systems are designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. The most commonly reported benefits of using EVP include improved response time, improved safety, and cost savings. These benefits have been realized since the early deployments of EVP and have been documented since the 1970s."*

Oak Creek and Franklin are sharing the final two South 27th Street intersections in need of EVP; Per Staff's discussion with Oak Creek's staff, Oak Creek will assume responsibility for EVP installation at S. 27th Street & W. Puetz Road and Franklin will assume responsibility for EVP installation at S. 27th Street & W. Oakwood Road.

To complete installation of EVP in 100% of the signals in Franklin, this work will include installing EVP equipment at S. 76th Street & W. Loomis Road off/on ramp.

EVP funding is currently in the City Capital Improvement Fund.

ANALYSIS

The proposed agreements require the City to find a contractor to install the EVPs and pay for the full cost of said work. This cost is expected to be approximately \$3,500/location for labor and approximately \$4,000/location for materials.

Thereafter, the State will assume full responsibility for maintenance, repairs, and upgrades but will invoice the City for their work.

The agreement lasts indefinitely unless either party gives a 6-month termination notice.

OPTIONS

Authorize the signing of the attached State agreement; or

Table

FISCAL NOTE

The City is paying for the purchase and installation of these devices through 2017 Capital Improvement Fund.

The costs are expected to be less than \$16,000 total for both intersections.

RECOMMENDATION

Motion to adopt Resolution No. 2017-_____, a resolution to enter agreement with State of Wisconsin for pre-emption equipment at intersections of: W. Loomis Road (STH 36) and S. 76th Street; and S. 27th Street (STH 241) and W. Oakwood Road.

Police Department: Eric Schroeder

STATE OF WISCONSIN : CITY OF FRANKLIN

RESOLUTION NO. 2017- _____

RESOLUTION TO ENTER AGREEMENT WITH STATE OF WISCONSIN FOR PRE-EMPTION EQUIPMENT AT INTERSECTIONS OF: W. LOOMIS ROAD (STH 36) AND S. 76TH STREET; AND S. 27TH STREET (STH 241) AND W. OAKWOOD ROAD.

WHEREAS, Traffic signals throughout the city of Franklin are being upgraded to include "Pre-emption Equipment" or also known as "Emergency Vehicle Pre-emption" (EVP); and

WHEREAS, The State of Wisconsin is responsible for traffic signals on state intersections of: W. Loomis Road (STH 36) and S. 76th Street; and S. 27th Street (STH 241) and W. Oakwood Road.; and

WHEREAS, the City will find a contractor to install the EVPs and pay for the full cost of said work; and

BE IT FURTHER RESOLVED by the Common Council of the City of Franklin to enter agreement with the State of Wisconsin for pre-emption equipment at intersections of: W. Loomis Road (STH 36) and S. 76th Street; and S. 27th Street (STH 241) and W. Oakwood Road.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____, 2017, by Alderman _____.

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



**Division of Transportation
System Development**
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

8/29/2017

Inspector Eric Schroeder
Franklin Police Department
9455 W. Loomis Rd
Franklin WI 53132

Subject: I.D. 0663-42-73
EVP Request – City of Franklin
Location: S40-1200 – STH 36 Ramps & S. 76th Street
S40-1255 – STH 241 & Oakwood Road

Dear Mr. Schroeder:

This letter is in response to your request for Emergency Vehicle Pre-emption (EVP) at the state maintained traffic signals located at STH 36 Ramps & S. 76th Street and STH 241 & Oakwood Road. The Wisconsin Department of Transportation will furnish all EVP traffic signal equipment necessary. It will be necessary for the City of Franklin to select a Department pre-qualified electrical contractor to furnish and install the EVP cable and install the Department supplied EVP detector heads. The Department Electrical Personnel will be performing the final inspection and make final connections of the EVP equipment in the traffic signal cabinet.

The EVP equipment will be installed under Project I.D. 0663-42-73, per your request. The City of Franklin is responsible for and will be billed for all EVP traffic signal material, equipment, and labor costs incurred by the Department associated with installing any portion of the EVP system in accordance with our Traffic Engineering, Operations and Safety Manual (TEOps 4-2-20). The City of Franklin is responsible for all costs associated with the emitting devices for its authorized vehicles.

Enclosed please find two copies of the Emergency Vehicle Pre-emption System Agreement for the intersections stated above. Please review the agreements and, if conditions are satisfactory, sign and date the two copies and return them at your earliest convenience. One fully executed original of the agreement will be returned to you.

If there are any questions, please feel free to contact me at (262) 548-6717.

Sincerely,

Parwinder

Parwinder Virk
WisDOT Signal Operations Engineer
141 NW Barstow St
Waukesha, WI 53187
Parwinder.virk@dot.wi.gov

WISCONSIN DEPARTMENT OF TRANSPORTATION*Emergency Vehicle Pre-emption (EVP) System Agreement*

This is a binding agreement between the Wisconsin Department of Transportation and the

City of Franklin

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

STH 241 & Oakwood Rd

in the City of Franklin

Description of route: Northbound, Southbound, Eastbound and Westbound

Listing of estimated number of vehicles to be outfitted: 10 (Fire) and 10 (Police)

Inventory of spare EVP equipment shall be provided by WisDOT.

The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

The City of Franklin is responsible for and will be billed for all EVP traffic signal material, equipment, labor costs incurred by the department associated with installing any portion of the EVP system in accordance with our Traffic Engineering, Operations and Safety Manual (TEOps 4-2-20).

ACCEPTED FOR THE City of Franklin

BY _____

TITLE _____

DATE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____

WISCONSIN DEPARTMENT OF TRANSPORTATION*Emergency Vehicle Pre-emption (EVP) System Agreement*

This is a binding agreement between the Wisconsin Department of Transportation and the

City of Franklin

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

STH 36 & S. 76th Street

in the City of Franklin

Description of route: Northbound, Southbound and Westbound

Listing of estimated number of vehicles to be outfitted: 10 (Fire) and 10 (Police)

Inventory of spare EVP equipment shall be provided by WisDOT.

The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

The City of Franklin is responsible for and will be billed for all EVP traffic signal material, equipment, labor costs incurred by the department associated with installing any portion of the EVP system in accordance with our Traffic Engineering, Operations and Safety Manual (TEOps 4-2-20).

ACCEPTED FOR THE City of Franklin

BY _____

TITLE _____

DATE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____

Date August 2012

ENGINEERING SERVICES REQUEST

DT2195 2005 (Replaces ED419)

Wisconsin Department of Transportation

Project ID 0663-22-73	Date 08/29/2017
Highway STH 241 & Oakwood Rd STH 36 & S. 76 th Street	Connecting Street <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Limits .	
City/County Milwaukee	Cost Estimate \$16000
Local Municipality / Company Name City of Franklin	
Billing Address 9455 W. Loomis Rd	
Contact Person Eric Schroeder	

Check all types of services required.

We request engineering services from the Wisconsin Department of Transportation as follows:

- | | |
|---|--|
| <input type="checkbox"/> Aerial Photography | <input type="checkbox"/> Process Documents and Plans |
| <input type="checkbox"/> Appraisal and Acquisition Assistance | <input type="checkbox"/> Railroad Negotiations |
| <input checked="" type="checkbox"/> Electrical Field Inspection | <input type="checkbox"/> Relocation |
| <input type="checkbox"/> Environmental Reports | <input type="checkbox"/> Soils Report |
| <input type="checkbox"/> Pavement Design | <input type="checkbox"/> Survey |
| <input type="checkbox"/> Preliminary and Final Plans | <input type="checkbox"/> Traffic Projections |
| <input type="checkbox"/> Preliminary and Final Structure Plans | <input type="checkbox"/> Traffic Signal Design |
| <input type="checkbox"/> Prepare P.S. & E. | <input checked="" type="checkbox"/> Traffic Signal Equipment - State Furnished Materials |

Others - Describe

Installing EVP in four direction at the intersection of STH 241 & Oakwood Rd and STH 36 & S. 76th Street

All necessary costs, or, that part of such costs, which are not eligible for Federal or other funding, accumulated for such services, will be paid by the county / city / village upon presentation of an invoice by the Wisconsin Department of Transportation. The cost estimate is specified above.

Signed on behalf of City of Franklin

<u>X</u>	<u>X</u>
<u>X</u>	<u>X</u>
<u>X</u>	<u>X</u>

For Wisconsin Department of Transportation Use Only

- ☐ Approved
☐ Not Approved

X
(Region Authorization)

(Date)

4-2-20 Emergency Vehicle Preemption**February 2013****GENERAL**

The following applies to the installation and operation of emergency vehicle preemption (EVP) systems involving traffic control signals owned and operated by the department.

POLICYStatutory Provisions**347.255 Auxiliary lamps on emergency vehicles used to actuate traffic control signal preemption devices.**

(1) An authorized emergency vehicle described in ss.340.01 (3)(a), (c), (g) or (l) *may* be equipped and operated with lamps designed and used solely to activate official traffic control signal pre-emption devices. (2) The lamps authorized for use under this section *may* be any color and *may* be flashing, oscillating, rotating or pulsating. (3) No operator of an authorized emergency vehicle *may* use such lamps except when responding to an emergency call, when pursuing an actual or suspected violator of the law or when responding to, but not when returning from, a fire alarm.

The above does not preclude actuation by means of devices other than lamps.

Eligibility

Any local government unit, agency, or organization having responsibility for providing emergency services is eligible to request an EVP system.

Request Procedure

The local unit **shall** make the request in writing to the department. The following information *should* be included in the request:

1. Location of proposed EVP systems
2. Location of emergency facilities (fire station, police station, etc.) where vehicles will be departing from and description of the route to be provided with a preemption system
3. Listing or estimate of number of vehicles to be outfitted
4. Brand/model of equipment being requested.

Approval

1. The department **shall** review each request and respond in writing to the local unit as to the approval or denial of the request.
2. The department *may* deny any request that it deems would have an overall negative impact on the traveling public.
3. If the local agency is requesting a brand/model of EVP other than the department standard, the request must include a discussion about compatibility with neighboring agencies along the same corridor.
4. For approved requests, an official EVP System Agreement **shall** be prepared and approved by the department and the local unit. Template is included at the end of this policy. This policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be stipulated in the agreement.
5. The department *may* allow an indicator light that is intended to confirm to the driver of an emergency vehicle that the preemption signal has been received. The use of this device does not preclude the need of the vehicle operator to rely on the signal indications for assigned intersection right-of-way. Requests for EVP confirmation lights *should* be reviewed on a case-by-case basis, and are subject to the following conditions:
 - a. The department *may* deny any request for confirmation lights that it deems would have an overall negative impact on traffic safety or operations.
 - b. EVP confirmation lights **shall** only be installed at signalized intersections where:
 - i. Signal(s) on the STH system are embedded in a locally-owned system that is also equipped with confirmation lights. This implies consideration for route continuity.
 - ii. Or, multiple emergency vehicles have the potential to respond on conflicting

approaches to and from different points of origin. These conditions will typically exist in large urban areas where there are multiple precincts in the same municipality.

6. EVP equipment that has the ability to discriminate between individual responding vehicles **shall not** be used.
7. In the event that it comes to the attention of the department that the preemption is being misused, such as by unauthorized vehicles, or that the municipality is not using or intends to abandon the system, the department *may* notify the municipality of the situation. If the matter is not resolved and corrected, the department reserves the right to set about removing the equipment. The scheduled date of removal of the equipment is indicated in item 5 below.

Installation & Maintenance

1. Department forces **shall** perform the installation, maintenance, modification, or removal of the EVP system equipment that is located at the traffic signal. Generally, this equipment would include the receiving device (mounted on the mast arm or signal head), the phase selector (in the control cabinet), confirmation light, and any miscellaneous cables and wiring needed to operate and power the portion of the EVP system located at the signal.
2. The local unit will be responsible for the installation of the emitting devices in authorized vehicles.
3. The department **shall** maintain a reasonable inventory of spare parts for the department's selected standard equipment in order to service the EVP system equipment located at the traffic signal. If the local agency is requesting equipment other than the standard equipment, the local agency **shall** be responsible for maintaining and providing a reasonable inventory. Specify which in the agreement.
4. When notified, department forces will respond to correct suspected failures or breakdowns, or perform requested modifications in the EVP system equipment at the traffic signal.
5. Upon the department's request, the local unit will be responsible for verifying the working status of the EVP system by performing a field test using an emergency vehicle equipped with an EVP emitter device. The local unit is responsible for periodically checking the EVP equipment.
6. If used, the style and type of confirmation lights on state- and locally-owned signals within each municipality **shall** be standardized. Confirmation lights **shall** be a LED 120 VAC white directional light that fits into a PAR 38 socket.
7. In the event of a construction project, EVP service **shall** be maintained at any intersection with permanent EVP agreements. In addition, EVP equipment may be installed, if requested by a local unit, at any additional signals within the construction project itself, or on a designated detour route in the event of a road closure.

Operation/Phase Timing

1. The department **shall** determine the phasing and timing of the preemption sequencing with input from the local unit. There are three key features that must be considered when determining how the preemption will operate:
 - a. Left turn phasing (protected, protected/permissive, or permissive only)
 - b. Signal head configuration for left-turning movement (shared vs. exclusive head)
 - i. Shared heads: include both circular indications and arrow indications (used by through and turning vehicles)
 - ii. Exclusive heads: arrow indications only (used solely by turning vehicles)
 - c. Style of preemption sequencing (common greens vs. exclusive greens)
 - i. Common greens: indicates opposing through phases both have a green ball. The corresponding left turn phases are permissive only.
 - ii. Exclusive greens: indicates only one through movement and its corresponding left turn phase have the green ball/arrow.
2. The department offers the following operational guidance based upon the combination of those three key features identified above:
 - a. Protected only left turns

- i. Exclusive head **shall** operate with exclusive greens for the safety and ease of turning of the preempting vehicle
- b. Permissive only left turns
 - i. Shared head
 - 1. Common greens *may* be used
 - 2. Exclusive greens *may* be used if an all-red period is introduced or a W25-2 sign is installed.
 - ii. Exclusive head:
 - 1. **Shall** operate with common greens since a green left turn arrow is not available for use with exclusive greens
- c. Protective/permissive left turns
 - i. Shared head
 - 1. Common greens: *may* be used
 - 2. Exclusive greens *may* be used if an all-red period is introduced or a W25-2 sign is installed
 - ii. Exclusive head
 - 1. Common greens *may* be used
 - 2. Exclusive greens *may* be used
- 3. Any exceptions to the guidance in item 2 above **shall** be included as part of the special terms or conditions of the agreement.
- 4. If used, the operation of confirmation lights on state- and locally-owned signals **shall** be standardized such that the approach being preempted has a steady indication. Approaches with secondary calls **shall** flash. The flash rate **shall not** be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

Driver Training

- 1. The local unit **shall** be responsible for training the emergency services personnel on the proper operation of the system.
- 2. This training *should* provide clear understanding of these items:
 - a. The definition of an authorized emergency vehicle at the beginning of this policy
 - b. The conditions when preemption *may* be used
 - c. The use of preemption does not remove the responsibility of the vehicle operator from determining whether or not it is safe to enter the intersection
 - d. The operator cannot assume that the preemption has gone into effect; the operator must rely on the traffic signal indication
 - e. The proper operation of the activating device located on the vehicle.

Cost

- 1. The most common source of funding for a complete EVP system has been local funds or federal urban funds. However, EVP equipment at the traffic signal and installation may also be funded as part of an improvement project, provided it is incidental to the improvement. Please see Program Management Manual 3-25-5 to determine the most appropriate source of funding.
- 2. The local municipality **shall** be responsible for all costs associated with the emitting devices for is authorized vehicles.
- 3. The department **shall** be responsible for all material, equipment, labor, training, and incidental costs associated with maintaining, operating, modifying, or removing the EVP system at the traffic signal unless nonstandard EVP system equipment is used. When nonstandard equipment is installed, the local unit **shall** be responsible for maintaining and supplying spare inventory to the department.

4. Any cost associated with the continuance of service of an EVP system on temporary signals or on a temporary route during a construction project **shall** be borne by the project.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

in the _____ of _____

Description of route: _____

Listing of estimated number of vehicles to be outfitted: _____

Inventory of spare EVP equipment shall be provided by WisDOT/Local Agency.

The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____

4-2-34 Signal Sequencing During Railroad Preemption

August 2011

GENERAL

Reference is made to the MUTCD, Section 4D.27 and 8C.09.

Modern signal controllers are capable of providing alternate phasing/timing plans based on train operations. Once it has been determined that a highway-rail grade crossing flashing light signal system will be interconnected with adjacent traffic signals, the traffic signal controller *should* be programmed to run an alternate sequence during railroad preemption.

Highway-rail grade crossings can be occupied by trains for extended periods of time depending on a number of operating conditions including: reduced train speeds, train length, and/or switching movements. During the time a train is located within the approach circuit and the traffic signals remain under preempted control, any non-conflicting vehicular traffic *should* be served using specialized phasing (a.k.a. railroad preemption sequencing or railroad hold sequencing) to reduce vehicular delay.

POLICY

Even if trains are not expected to occupy crossings for long periods, signal controllers *should* be programmed to run two preemption sequences. The first preemption sequence **shall** initiate a phase to clear the tracks before

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