

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
MONDAY, APRIL 5, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of March 16, 2021.
- D. Hearings.
- E. Organizational Business:

The following Mayoral appointments have been submitted for Council confirmation:

1. Eric Heinritz, 7906 S. 68th St., Ald. Dist. 4 - Architectural Board for a 3 year term expiring 04/30/24.
2. Linda Horn, 9451 W. Puetz Rd., Ald. Dist. 1 - Environmental Commission for a 3 year term expiring 04/30/24.
3. Teri Hammond, 11459 W. St. Martins Rd., Ald. Dist. 6 - Fair Commission for a 3 year term expiring 04/30/24.
4. Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 - Finance Committee for a 1 year term expiring 04/30/22.
5. John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 - Finance Committee for a 1 year term expiring 04/30/22.
6. Ray Lenz, 4021 W. Heatheridge Dr., Ald. Dist. 3 - Fire and Police Commission for a 5 year term expiring 04/30/26.
7. Dr. Henry Wengelewski, 3643 W. Sharon Ln., Ald. Dist. 5 - Board of Health for a 2 year term expiring 04/30/23.
8. Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 - Board of Health for a 2 year term expiring 04/30/23.
9. Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 - Board of Health for a 2 year term expiring 04/30/23.
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18. Alderman Daniel Mayer, 1 year term expiring 04/21/22.

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License Committee

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Parks Commission

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Plan Commission

26. Alderman Mark Dandrea, 1 year term expiring 04/21/22.

F. Letters and Petitions.

G. Reports and Recommendations:

1. Project Updates for Ballpark Commons.
2. Concept Review for “Ryan Road Duplexes”, a Condominium Development with 26 Units in 13 Two-Family Attached Dwellings (12000 and 12204 West Loomis Road) (Boomtown, LLC, Applicant).
3. A Resolution for Acceptance of a Water Main Easement for Strauss Investments, LLC at Approximately 12000 Block of W. Loomis Road (Tax Key No. 891-1083-000).
4. A Resolution to Authorize Acceptance of Storm Water Facilities Maintenance Agreements from Mills Hotel Wyoming, LLC; Oakes Estates, LLC, Oakwood at Ryan Creek, LLC, and TI Investors of Franklin Apartments LLC.
5. Results of Survey for 10570-10961 W. St. Martins Road for Potential Sanitary Sewer Service.
6. An Ordinance to Amend the Municipal Code Chapter 80 Animals, to Create Article V Possession of Wild Animals.
7. Award Pleasant View Park Improvements to Western Contractors for \$424,527.
8. A Resolution to Execute Change Order No. 1 to DF Tomasini Contractors, Inc. for the Construction of 2020 Marquette Avenue Road Project in the Amount of \$103,348.82.
9. Common Council Administrative Policies and Procedures (Alderwoman Wilhelm).
10. Application for Bloomberg Philanthropies Asphalt Art Initiative.

Common Council Meeting Agenda

April 5, 2021

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11. A Resolution to Sign an Intergovernmental Cooperation Agreement with Village of Hales Corners to Reconstruct a Portion of W. College Avenue Between S. 108th Street (USH45\WI-100) and S. 92nd Street for \$24,000.
12. Transfer of Ownership of the Tess Corners Creek Bridge from WE Energies to City of Franklin (Located Approximately 100 Feet West of W. Forest Home Avenue and Approximately 500 Feet South of W. Sunnybrook Road).
13. A Resolution Authorizing Approval of the Revisions to the City of Franklin Design Standards and Construction Specifications, July 2017.
14. Request to Participate in State Contract for Purchase of 2,400 Tons of Salt and an Additional 480 Tons in Reserve.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of April 5, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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:

April 6	Spring Election	7:00 a.m. to 8:00 p.m.
April 8	Plan Commission Meeting	7:00 p.m.
April 19	Committee of the Whole	6:30 p.m.
April 20	Common Council Meeting	6:30 p.m.
April 22	Plan Commission Meeting	7:00 p.m.

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- DR. EASEMENT UPON LOT 5 IN BLOCK 2 OF HAWTHORN GLEN SUBDIVISION (6072 W. ALLWOOD DRIVE) (TAX KEY NO. 805-0021-000) (JAMES A. & DIANE L. WITTENBERG, APPLICANTS). Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2021-7715 G.2. Alderwoman Wilhelm moved to adopt Resolution No. 2021-7715, A FENCE INSTALLATION AT 4108 W. PEBBLE BEACH CT. RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 10 FOOT DRAINAGE EASEMENT UPON LOT 46 OF PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK SUBDIVISION (4108 W. PEBBLE BEACH COURT) (TAX KEY NO. 739-0046-001) (RICHARD & PAT WALLRATH, APPLICANTS), subject to technical corrections to include the history of the previous permit. Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES 2021-7716 G.3. Alderwoman Wilhelm moved to adopt Resolution No. 2021-7716, A PRELIMINARY PLAT FOR PLEASANT VIEW PRESERVE SUBDIVISION (AT 7475 SOUTH 49TH STREET AND 7501 SOUTH 49TH STREET) (VERIDIAN HOMES, LLC, APPLICANT), with technical corrections as discussed. Seconded by Alderman Barber. All voted, Aye; motion carried.
- BUCKTHORN AS A NOXIOUS WEED G.4. Alderwoman Wilhelm to direct the Environmental Commission to develop standards and guidelines in coordination with City of Franklin staff for buckthorn removal plans subject to their review and return to the Common Council, with the understanding that it would not be complaint-based. Seconded by Alderman Nelson. All voted Aye; motion carried.
- JOB DESCRIPTION FOR INSPECTIONS PERMIT COORDINATOR G.5. Alderman Barber moved to approve the new job description for the Inspections Permit Coordinator Position; and authorize Human Resources to update the Employee Handbook as needed. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- CERTIFICATION PAY FOR PERMIT POSITIONS G.6. Alderman Barber moved to approve certification pay for the Permit Technician and Permit Coordinator Positions; and authorize Human Resources to update the Civil Service Manual as needed. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- MOUNTED MESSAGE SIGN G.7. Alderwoman Wilhelm moved to authorize Department of Public Work staff to purchase one (1) Matrix Trailer Mounted Message Board Sign from Sherwin Industries. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Payroll dated March 12, 2021 in the amount of \$392,772.24 and payments of the various payroll deductions in the amount of \$220,096.77 plus City matching payments; Estimated payroll dated March 26, 2021 in the amount of \$395,000 and payments of the various payroll deductions in the amount of \$431,000, plus City matching payments; Property Tax disbursements with an ending date of March 11, 2021 in the amount of \$5,861.85 and Approval to release Library vouchers not to exceed \$25,000. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ORVILLE SEYMER
V. CITY OF
FRANKLIN

G.12.

Alderman Hanneman moved to enter closed session at 7:55 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 8:24 p.m.

ADJOURNMENT

J.

Alderman Dandrea moved to adjourn the meeting at 8:25 p.m. Seconded by Alderman Hanneman. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slur</i></p>	<p style="text-align: center;">REQUEST FOR COMMON COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04-05-21</p>
<p style="text-align: center;">ORGANIZATIONAL BUSINESS</p>	<p style="text-align: center;">Mayoral Board and Commission Appointments</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>E.</i></p>

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COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 5, 2021
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>G.1.</i>

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates on the Ballpark Commons project.

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APPROVAL <i>Shew</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/05/2021
REPORTS & RECOMMENDATIONS	CONCEPT REVIEW FOR “RYAN ROAD DUPLEXES”, A CONDOMINIUM DEVELOPMENT WITH 26 UNITS IN 13 TWO-FAMILY ATTACHED DWELLINGS (12000 AND 12204 WEST LOOMIS ROAD) (BOOMTOWN, LLC, APPLICANT)	ITEM NUMBER <i>G.2.</i>
<p>On February 16, 2021, the applicant submitted a Concept Review to obtain input from city staff and the Common Council about the “Ryan Road Duplexes”, a two-family residential condominium development with 26 units on an 18-acre site. This development would have a cul-de-sac street connecting to Ryan Road and the units would be served by public sanitary sewer and public water to be extended along Loomis Road (STH 36).</p> <p>The proposed two-family condominium may be allowed in the R-8 zoning district by a Special Use permit as long as the development meets the standards set forth in the Unified Development Ordinance (UDO)</p> <p>It is noted that proposed use is not consistent with the future land use designations of the Comprehensive Master Plan (Residential multi-family, commercial and areas of natural resource features) However, per Wisconsin Statutes §66.1001(2m)(b), a conditional use permit does not need to be consistent with the comprehensive plan. A conditional use permit, as defined in the Wisconsin Statutes §62.23(7)(de), means also a Special Use</p> <p>Staff sent review comments to the applicant on March 8 The attached report contains a summary of the project and staff recommendations</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Provide direction to the applicant regarding the proposed “Ryan Road Duplexes”, a two-family condominium development with 26 units to be located at (12000 and 12204 West Loomis Road) (Boomtown, LLC, applicant).</p>		



CITY OF FRANKLIN



REPORT TO THE COMMON COUNCIL

Meeting of April 5, 2021

Concept Review

RECOMMENDATION: Provide direction to the applicant regarding the proposed condominium development with 26 units to be located at 12000-12204 W. Loomis Road.

Project Name:	Ryan Road Duplexes
Applicant:	S.R. Mills. Boomtown, LLC.
Agent:	Daniel Szczap. Bear Development, LLC.
Project Address/Tax Key:	12000-12204 W. Loomis Road.
Property Owner:	Boomtown, LLC
Current Zoning:	R-8 Multiple-Family Residence District and C-1 Conservancy District
2025 Comprehensive Plan:	Residential multi-family, commercial and areas of natural resource features
Action Requested:	No action requested
Staff:	Régulo Martínez-Montilva, Principal Planner

Introduction

Before you is this Concept Review application to provide direction and input to the applicant about this proposed condominium development with 13 two-unit buildings and cul-de-sac street connecting to Ryan Road. This development would be served by public sanitary sewer and public water to be extended along Loomis Road (STH 36).

According to the applicant, this development with 26 units in approximately 18 acres is designed to meet the R-8 Multiple-Family Residence district standards. This development would also include stormwater management areas, landscape screening along Loomis Road, a pedestrian connection to the planned S. 116th Street recreational trail and common elements.

This site is now within the Tax Incremental Financing (TIF) district No. 6 as a result of the last year amendment of this TIF district. The developer anticipates a value of \$330,000 per unit, the estimated overall project value is \$8.5 million (approximately \$476,000 per acre). The applicant estimates site improvements costs to be approximately \$50,000 per unit, not including vertical building costs.

Project Description/Analysis

The 18-acre site as depicted in the conceptual plan does not exist yet as a single property, it is currently divided between three properties. Two of these properties extend across West Loomis Road to the south. A Certified Survey Map will be required to create the site as presented,

subject to review and approval of the Common Council and recommendation of the Plan Commission.

The Conceptual Plan illustrates an 800-ft long cul-de-sac street connecting to West Ryan Road, it is noted that this is the maximum length permitted for cul-de-sac streets. A landscape screening berm is proposed along W. Loomis Road, which is consistent with the requirements of the UDO for developments abutting arterial roads.

The proposed two-family condominium may be allowed in the R-8 zoning district by a Special Use permit as long as the development meets the standards set forth in the Unified Development Ordinance (UDO), such as compliance with the UDO dimensional requirements, no adverse impact, adequate public facilities, etc.

It is noted that the proposed use is not consistent with the future land use designations of the Comprehensive Master Plan (Residential multi-family, commercial and areas of natural resource features). However, per Wisconsin Statutes §66.1001(2m)(b), a conditional use permit does not need to be consistent with the comprehensive plan. A conditional use permit, as defined in the Wisconsin Statutes §62.23(7)(de), means also a Special Use.

The areas of natural resource features will be reviewed as part of the Natural Resource Protection Plan (NRPP) required for the Certified Survey Map or Condominium Plat. Two wetlands are present on this site, as well as shore buffers from a pond located in an adjacent property to the east.

It is important to note the presence of the West Shore Pipeline and overhead powerlines along the eastern property line and gas transmission pipelines north of W. Loomis Road. It is recommended that the developer coordinates with utility operators early in the development process.

The developer submitted conceptual renderings, floor plans and building elevations of a similar condominium project this developer is building in the City of Kenosha. As this is only a concept plan, full compliance with UDO standards will be reviewed upon a detailed project plan submittal.

Staff Recommendation:

It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed plans for the proposed “Ryan Road Duplexes” condominium development.

MEMORANDUM

Date: March 8, 2021
To: Daniel Szczap. Bear Development, LLC.
From: Department of City Development
Régulo Martínez-Montilva, Principal Planner
RE: Ryan Road Duplexes Concept Review – 12000-12204 W. Loomis Road.

Please be advised that city staff has reviewed this Concept Review application received on February 16, 2021. Department comments are as follows:

City Development Department comments

1. It is recommended to add the estimated project value and site improvement costs per Concept Review application form.
2. Please submit conceptual renderings of the typical duplex and slides for presentation before the Common Council. (Optional, as it is not required in the application form).
3. With regards to required approvals for this proposal, please note:
 - a. A certified survey map (CSM) would be required to create the approximately 18.8-acre site. See Unified Development Ordinance (UDO) Division 15-7.0700 for submittal requirements.
 - b. Per table 15-3.0602 of the UDO, a special use permit is required for two-family residential projects in the R-8 district. See UDO Division 15-3.0700 for information about special use standards.
 - c. Approval of a Condominium Plat by Common Council will be required, see submittal requirements in attached in application form available on-line. Condominium Plat recording will be likely be required prior to issuance of building permits.
https://www.franklinwi.gov/Files/Planning/PermitApplications/Condominium_Plats_2015_FormfillerApp.pdf
 - d. Natural Resource Protection Plan NRPP (UDO Division 15-7.0200), site intensity and capacity calculations for residential uses (UDO §15-3.0504), Landscape Plan (UDO Division 15-7.0300) and Lighting Plan (UDO 15-5.0402) will be required as part of the Condominium Plat/Special Use submittal.
 - e. Any condominium monument sign will require a separate application as well as review and approval by the Plan Commission.
 - f. Stormwater management, grading, utility and erosion control plans must be submitted separately to the Engineering Department (414-425-7510).
4. Upon preparation of the Natural Resource Protection Plan for the Certified Survey Map or Condominium Plat, conservation easements will be required for protected natural resources (wetlands, wetland buffers, wetland setbacks, etc.) per UDO § 15-7.0603. Additionally, a rezoning to remove the C-1 zoning district will be required as well.
5. Have the wetland delineations been confirmed by the Department of Natural Resources (DNR)?

6. Pursuant to UDO § 15-5.0102, a landscape bufferyard easement with a minimum width of 30 feet will be required along Loomis Rd (STH 36) for the Certified Survey Map, excluding any areas required for utility easements or other type of easement. The proposed landscape screening berm appears to be consistent with this requirement.
7. A minimum side setback of 5 feet will be required between buildings per UDO Table 15-3.0209A. (revised).
8. Note that the maximum height for two-family dwellings is 2.5 stories or 30 feet, whichever is greater. Per UDO definition, *A half story is that portion of a building under a gable, hip, or mansard roof, the wall plates of which on at least two opposite exterior walls are not more than 4.5 feet above the finished floor of each story.*
9. Pursuant to the city's parking schedule (UDO Table 15-5.0203), 2 car attached garage per dwelling unit will be required.
10. Please be aware of City impact fees. The impact fee schedule can be found on the City's website at: <https://www.franklinwi.gov/Departments/Inspection-Services/Impact-Fees.htm>
11. Proposed street trees shall comply with Section 15-8.0117 of the UDO. One street tree is required for each 85-feet of lot frontage on each side of all streets. Note that separate Engineering Department standards conflicts and requires 75-feet. It is recommended to conform to the more restrictive requirement. See Section 15-8.0115 of the UDO for street lights requirements.
12. It is recommended to contact the operator of the West Shore Pipeline early in the development process for input regarding setbacks from pipelines, utility conflicts, etc.
13. According to the project summary, "*The subject property is vacant and was recently used as a WDOT Fill site. The property was filled, graded and compacted in compliance with the WDOT and City of Franklin permits*", evidence supporting this statement will be required as part of the Special Use submittal.

Fire Department comments

14. Development must include satisfactory water supply infrastructure for firefighting operations.
15. Road constructed to accepted standards for fire department access.
16. Area not well served by existing fire station locations and staffing. Response times for Effective Response Force for fire and EMS calls-for-service, and emergency incident types will likely exceed accepted industry standards.

Inspection Services Department comments

17. Inspection Services has no comments on the proposal at this time.

Engineering Department comments

18. No comments. However, a full submittal of the plat must be reviewed and approved.

Police Department comments

19. The Franklin Police Department has no issues or concerns with this project.



Date of Application: _____

CONCEPT REVIEW APPLICATION

Complete, accurate and specific information must be entered. *Please Print.*

<p>Applicant (Full Legal Name(s)): Name: <u>S.R. Mills</u> Company: <u>Boomtown, LLC</u> Mailing Address: <u>4011 80th Street</u> City / State: <u>Kenosha, WI</u> Zip: <u>53142</u> Phone: <u>(262) 949-3788</u> Email Address: <u>dan@beardevelopment.com</u></p> <p>Project Property Information: Property Address: _____ Property Owner(s): <u>Boomtown, LLC</u> Mailing Address: <u>4011 80th Street</u> City / State: <u>Kenosha, WI</u> Zip: <u>53142</u> Email Address: <u>dan@beardevelopment.com</u></p>	<p>Applicant is Represented by: (contact person)(Full Legal Name(s)) Name: <u>Daniel Szczap</u> Company: <u>Bear Development, LLC</u> Mailing Address: <u>4011 80th Street</u> City / State: <u>Kenosha, WI</u> Zip: <u>53142</u> Phone: <u>(262) 949-3788</u> Email Address: <u>dan@beardevelopment.com</u></p> <p>Tax Key Nos: <u>891-9993-000, 891-9996-000 & 891-9997-000</u> Existing Zoning: <u>R8 and C1</u> Existing Use: <u>Vacant</u> Proposed Use: <u>Residential</u> CMP Land Use Identification: <u>MF Residential, Commercial, Areas of Natural Resources & Transportation</u></p>
<p>*The 2025 Comprehensive Master Plan Future Land Use Map is available at: http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm</p>	

Concept Review submittals for review must include and be accompanied by the following:

This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.

Application Filing Fee, payable to City of Franklin: \$250

Three (3) complete **collated** sets of Application materials to include:


- One (1) original and two (2) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available.
- Three (3) 8.5 x 11 inch or 11 x 17 Inch copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities (approximate locations only), and existing and proposed site conditions/site constraints (i.e. approximate locations of public road access, rights-of-way, natural resources/green space and drainage issues/concerns, etc.))
- Three colored copies (11"x17") of the building elevations, if applicable.

Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).

- Upon receipt of a complete submittal, staff review will be conducted within five business days.
- Concept Review requests are reviewed by the Committee of the Whole. Meetings are held the first Monday of every month.

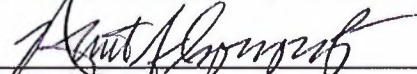
The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or Its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

Signature - Property Owner

Stephen R. Mills
 Name & Title (PRINT)
 Date: 2/15/21

Signature - Property Owner

 Name & Title (PRINT)
 Date: _____

Signature - Applicant

Daniel Szczap
 Name & Title (PRINT)
 Date: 2/15/21

Signature - Applicant's Representative

 Name & Title (PRINT)
 Date: _____



February 15, 2021

Mr. Regulo Martinez-Montilva
Principal Planner
9229 W. Loomis Road
Franklin, WI 53132

Re: Conceptual Review- Ryan Road Duplexes

Dear Mr. Martinez-Montilva:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for Conceptual Review. Bear Development is acting on behalf of the owner of record, Boomtown, LLC.

Project Summary

Boomtown, LLC is the owner of record of approximately 18.80 acres of land in the City of Franklin. The land is located on the north side of STH 36 and lies south of Ryan Road. The property is included in the area commonly known as Planning Area G. The subject property includes the following Tax Key Numbers:

891-9993-000:	8.58 acres
891-9996-000:	6.68 acres
891-9997-000:	3.54 acres

The existing zoning of the property is primarily R-8 Multiple Family Residence District. A small portion appears to be designated C-1 on City of Franklin Maps. – (The C-1 Zoning District definition/description is not included in the Unified Development ordinance).

The subject property is vacant and was recently used as a WDOT Fill site. The property was filled, graded and compacted in compliance with the WDOT and City of Franklin permits. The property includes frontage on W. Ryan Road to the north and STH 36 to the south. The subject property includes delineated wetlands to the east and west and a recorded ATC easement along its eastern boundary.

Adjacent Zoning Classifications

Subject Property: R-8 Multiple Family Residence District and C-1
North: R-3 Suburban/Estate Residence District
South: STH 36 and R-2 Estate Single Family Residence District
East: R-8 Multiple Family Residence District
West: R-2 Estate Single Family Residence District

Adjacent Land Use

Subject Property: Vacant
North: Vacant
South: STH 36 and Vacant
East: Vacant and Single-Family Residential
West: Vacant and Proposed Pedestrian Trail

Proposed Concept Plan

In accordance with the existing R-8 Multi-Family Residence District Standards, the applicant proposes a residential condominium neighborhood consisting of ranch-style duplex condominium units. The Concept Plan includes a cul-des-sac street from Ryan Road serving thirteen (13) condominium buildings. The project will be served with public sanitary sewer located within Ryan Road and public water main, which has been extended along STH 36. The proposed street and right-of-way are compliant with City of Franklin Standards

The R-8 District Development Standards were applied including the following bulk regulations:

- Minimum Front Yard Setback: 25 feet
- Minimum Side yard Setback: 5 feet
- Minimum Rear Yard: 25 feet
- Minimum Wetland Buffer: 30 feet
- Minimum Wetland Setback: 50 feet
- Gross Density: 5.00 dwelling units/base area (5 * 18.80 = 94 dwelling units)
- Net Density: 5.00 dwelling units/buildable area (5 * 15.00 = 45 dwelling units)

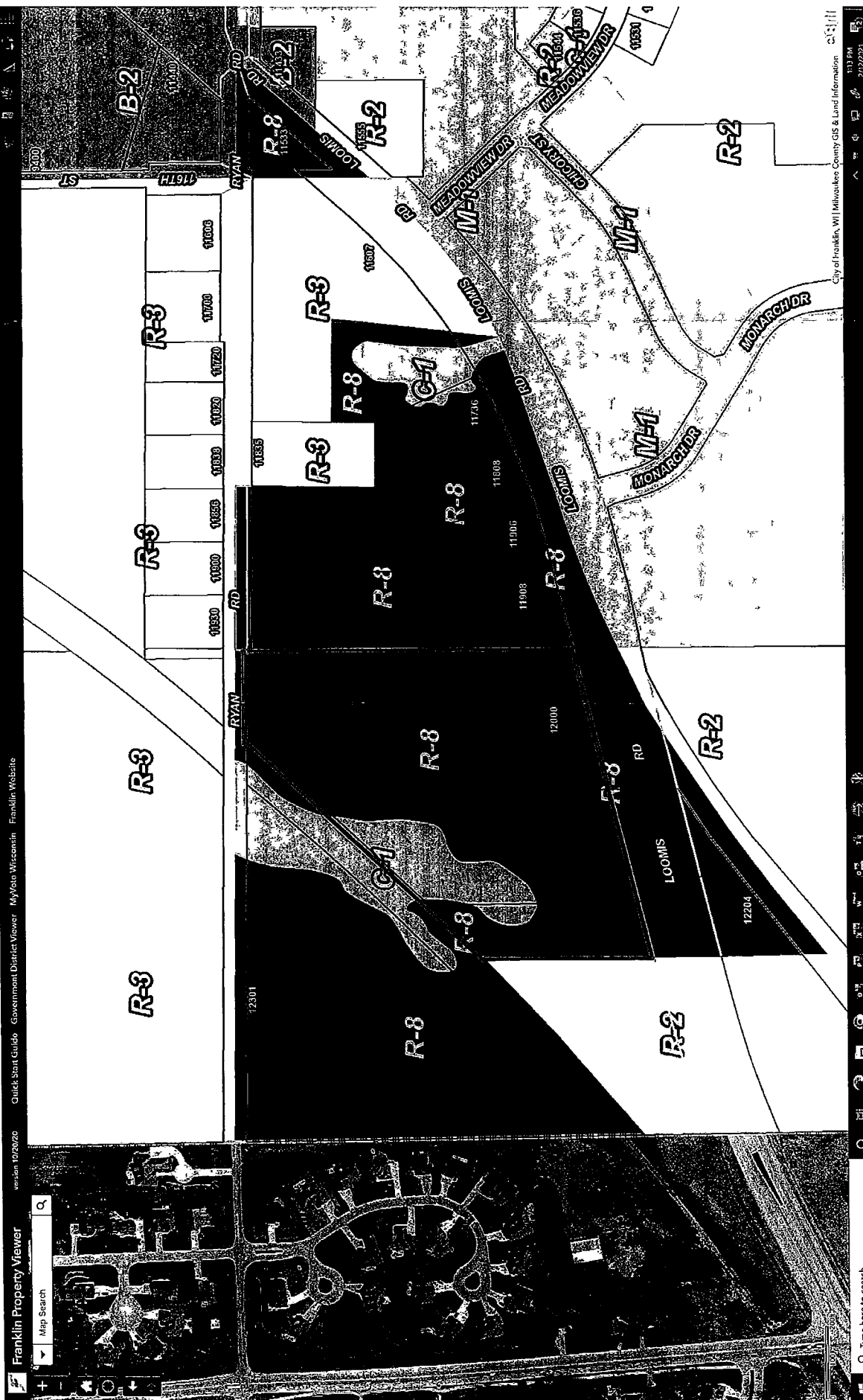
The Concept Plan includes a total of twenty-six (26) dwelling units for a gross density of 1.4 d.u.'s/acre and a net density of 1.7 d.u.'s/acre. The Concept Plan also includes stormwater management areas, landscape screening along STH 36, pedestrian connection to the proposed City Trail System and significant common green space. The project is envisioned as an owner-occupied condominium neighborhood.

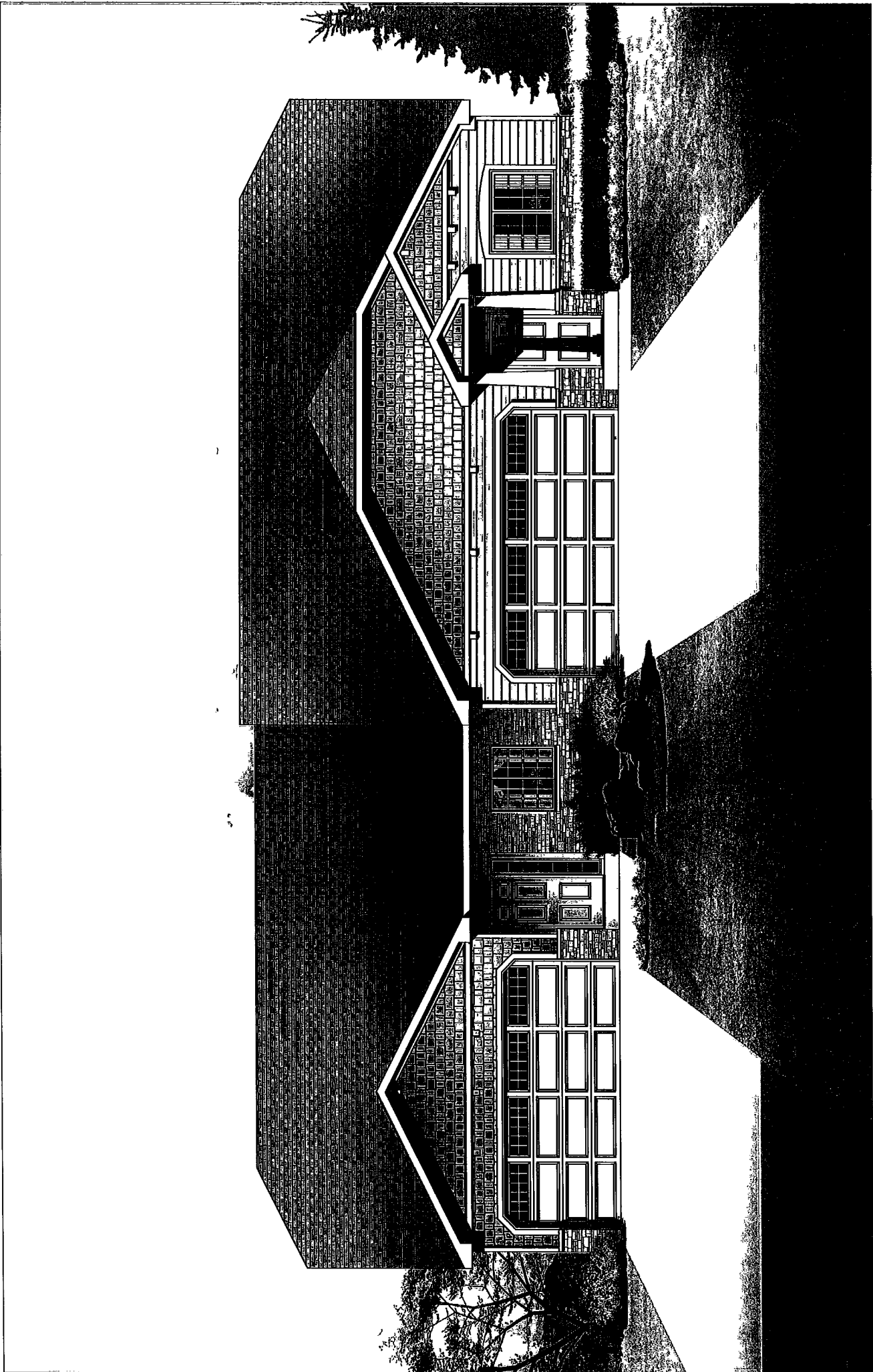
Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

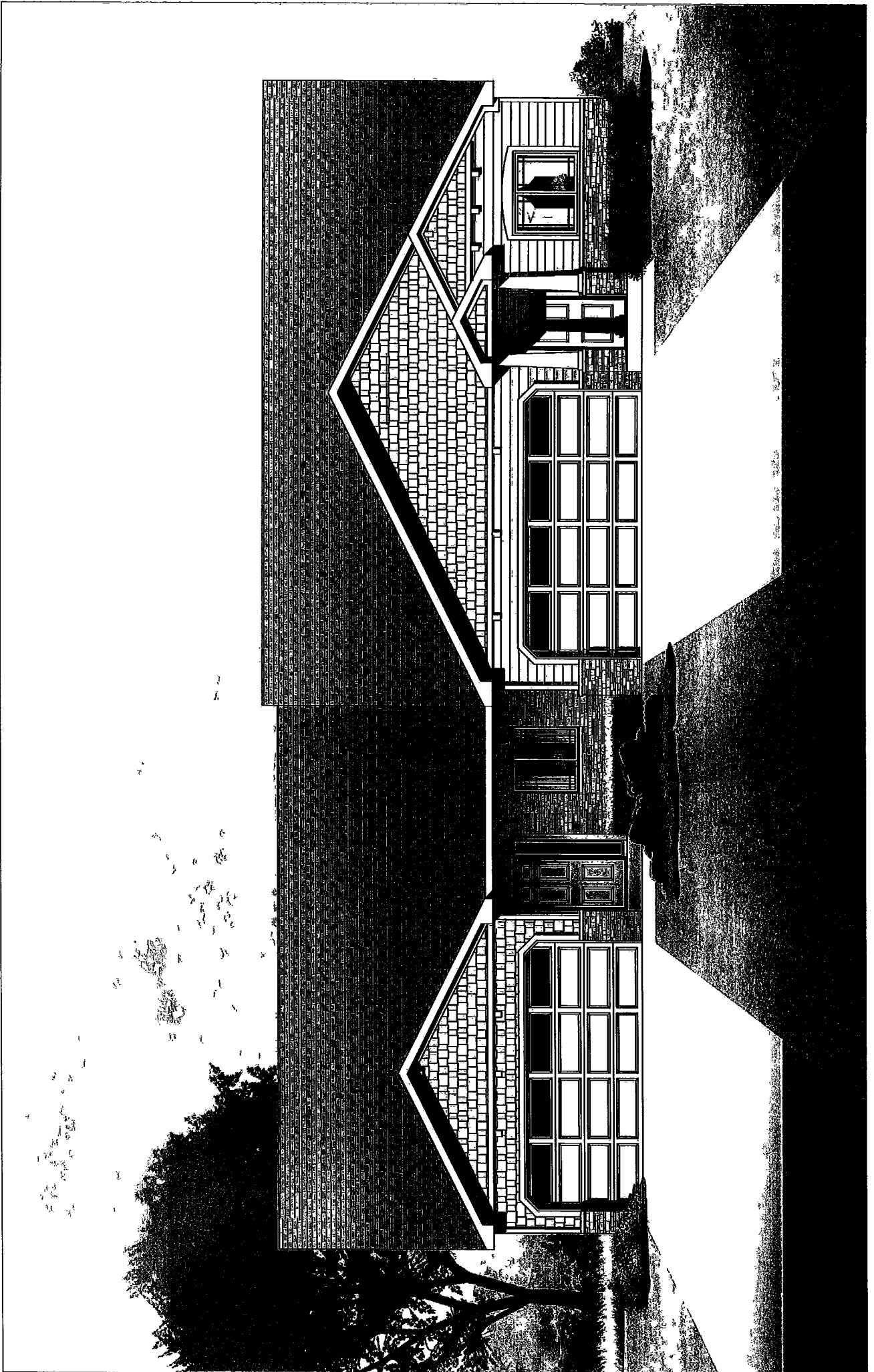
Thank you for your time and consideration.

Sincerely,


Daniel Szczap
Bear Development, LLC









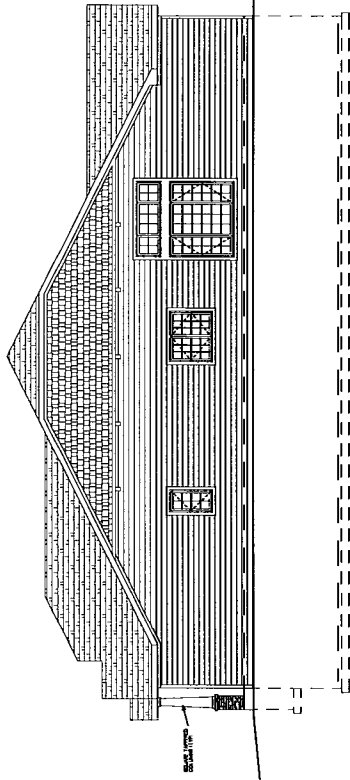
SUN POINTE CONDOMINIUMS
AZALEA / BRADBURY PLAN
(STYLE 3)
(BASEMENT)

EXTERIOR ELEVATIONS
COLOR OPTION 1

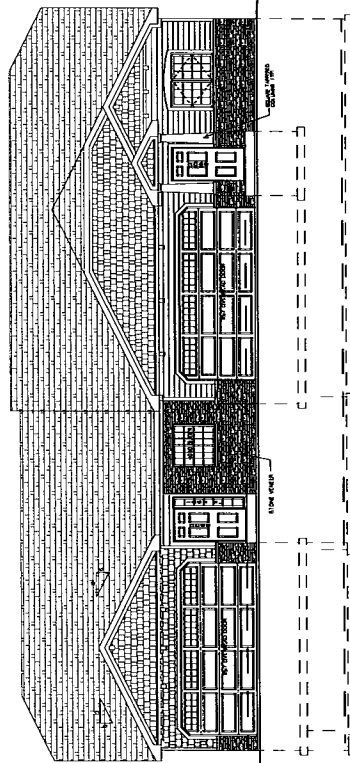
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Kennedy Court P.O. Box 437
Elkhorn, Wisconsin 53123
Phone (402) 723-2888
Fax (402) 723-2888

PROJECT NO.
DATE
SCALE

PROJECT NO. 60443
DATE 09/21/98
SCALE 1/8" = 1'-0"

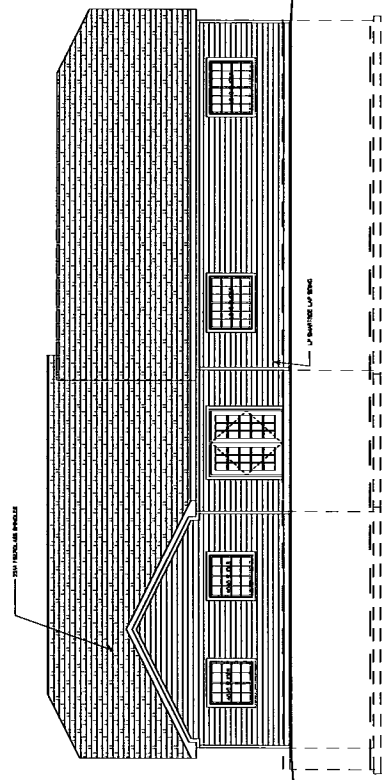


BRADBURY UNIT
FRONT ELEVATION

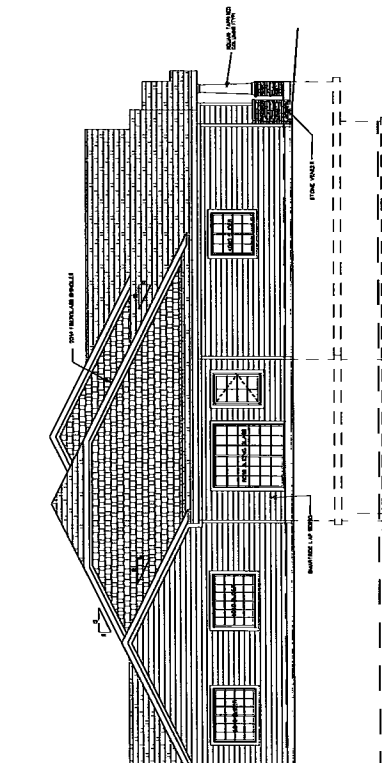


AZALEA UNIT
LEFT SIDE ELEVATION

FINISH TYPES AND COLORS
ROOF: 1/2" ASPHALT/FLY ASBESTOS OR 1/2" ASPHALT/FLY ASBESTOS WITH WHITE TRIM
SIDING: 1/2" ASPHALT/FLY ASBESTOS OR 1/2" ASPHALT/FLY ASBESTOS WITH WHITE TRIM
WINDOWS: SHAKES 1/2" DEEP GRANITE
SHINGLES: WHITE WITH COLONIAL STYLE GRILLS
SHINGLES: DIVERS CONNING OAK/BROOK SHINGLE COLOR BETTIE DRY
STONE: OUTDOOR QUALITY COLOR PRESTIGE WEATHERSEDE
GARAGE DOOR: COLOR WHITE



BRADBURY UNIT
REAR ELEVATION



AZALEA UNIT
RIGHT SIDE ELEVATION

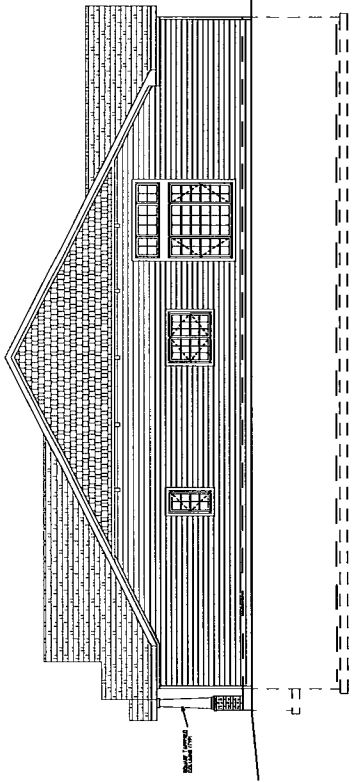


SUN POINTE CONDOMINIUMS
(AZALEA / BRADBURY PLAN)
(STYLE 3)
(BASEMENT)

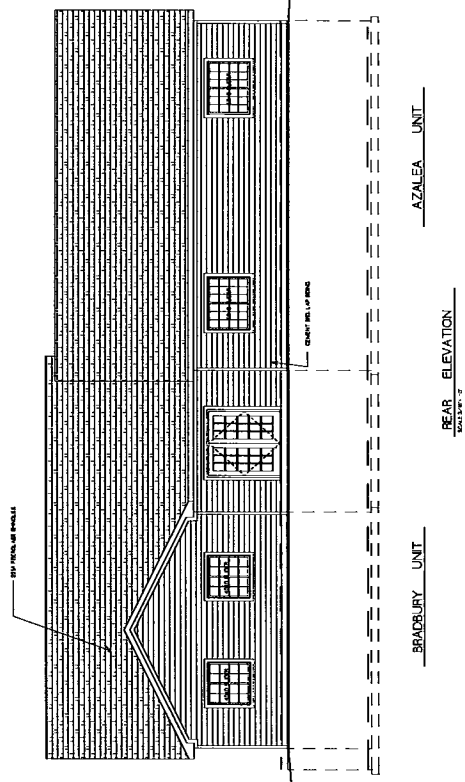
EXTERIOR ELEVATIONS

FARRIS, HANSON & ASSOCIATES, INC.
Engineers, Architects, Surveyors
7 Highway Court, P.O. Box 437
Littleton, Colorado 80120
Phone: (303) 733-0088
Fax: (303) 733-0088

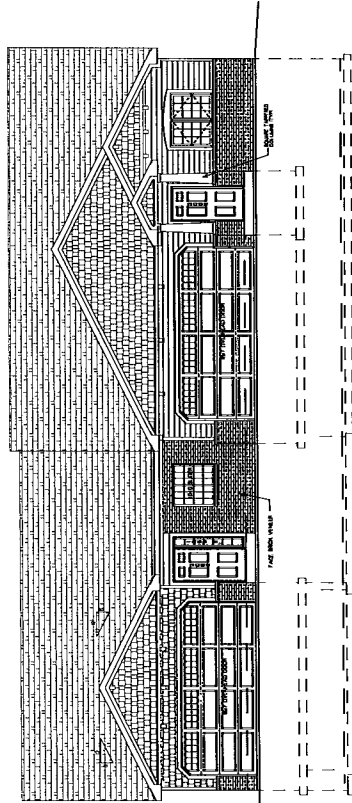
PROJECT NO.
6043
DATE
05/21/76
SHEET NO.
1 of 5



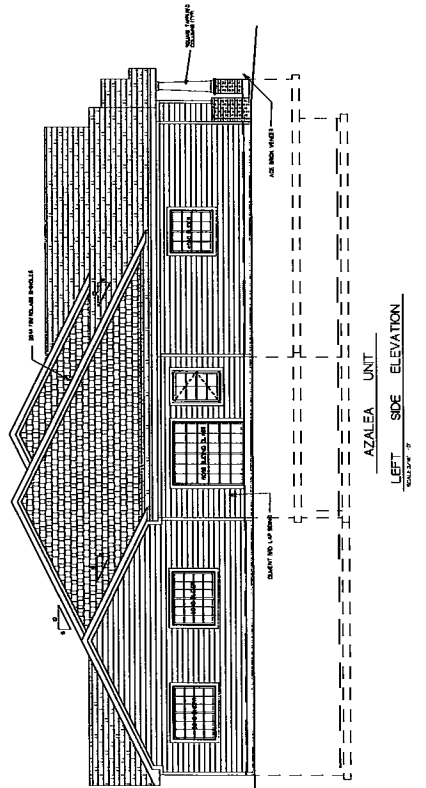
BRADBURY UNIT
RIGHT SIDE ELEVATION



BRADBURY UNIT
REAR ELEVATION



BRADBURY UNIT
FRONT ELEVATION



AZALEA UNIT
LEFT SIDE ELEVATION

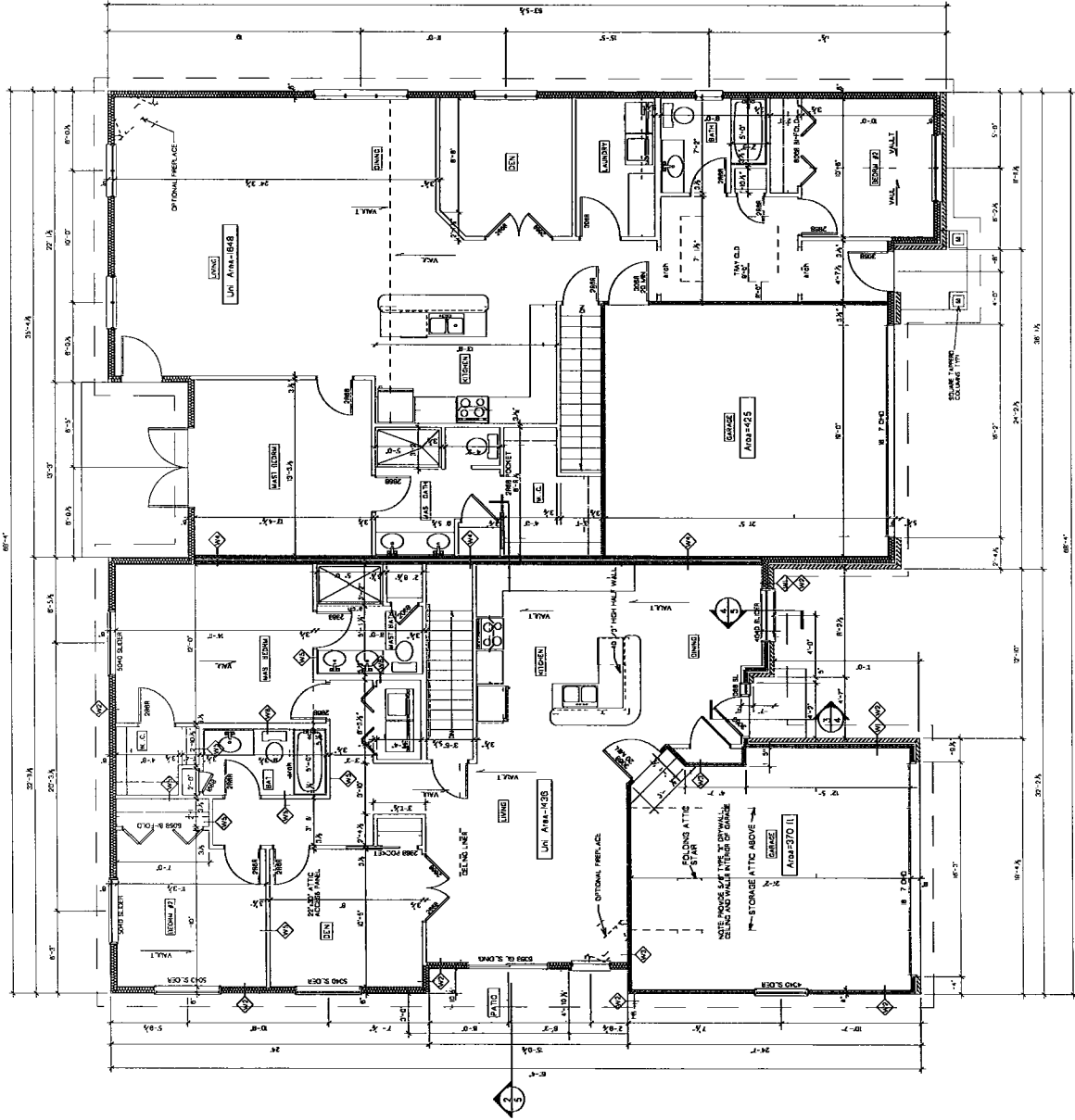


SUN POINTE CONDOMINIUMS
 AZALEA / BRADBURY PLAN
 (STYLE 3)
 (BASEMENT)

FIRST FLOOR PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
 Engineering, Architecture, Surveying
 7 Ridgely Court, P.O. Box 437
 Elmhurst, Wisconsin 53122
 Phone: (262) 733-3088
 Fax: (262) 733-3088

PROJECT NO. 6043
 DATE 03/27/98
 SHEET NO. 2 of 5



BRADBURY UNIT

FIRST FLOOR PLAN

AZALEA UNIT

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









APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/5/21
Reports & Recommendations	A resolution for acceptance of a Water Main Easement for Strauss Investments, LLC at approximately 12000 block of W. Loomis Road. Tax Key No.891-1083-000	ITEM NO. 6.3.

Pursuant to the development of Strauss Facilities, it is necessary to install a Water Main Easement on the property at approximately 12000 block of W. Loomis Road, Tax Key Number 891-1083-000.

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said easement, and have recorded with the Register of Deeds for Milwaukee County.

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 2021-_____, A resolution for acceptance of a Water Main Easement for Strauss Investments, LLC at approximately 12000 block of W. Loomis Road. Tax Key No.891-1083-000.

Department of Engineering GEM

case Water main for Strauss approx 12000 block of 2021

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT
FOR STRAUSS INVESTMENTS, LLC
AT APPROXIMATELY 12000 BLOCK OF W. LOOMIS ROAD.
TAX KEY NO.891-1083-000

WHEREAS, easements are required to construct, maintain and operate a water main for Strauss Investments, LLC.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

STRAUSS INVESTMENTS, LLC
ADDRESS: TBD
TAX KEY: 8911083000

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Strauss Investments, LLC, a Wisconsin limited liability, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Lot 83 of Ryan Meadows, located in the Northeast ¼ and the Southeast ¼ of the Northwest ¼ of Section 30, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: January 21, 2021

Strauss Investments, LLC
Company Name

Company Name Printed

By: Jerald Bussen
Name and Title Jerald Bussen, President

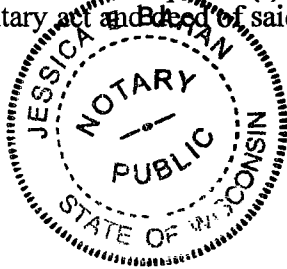
JERALD BUSSEN PRESIDENT
Name & Title Printed

STATE OF WISCONSIN SS

COUNTY OF MILWAUKEE

Before me personally appeared on the 21 day of JANUARY, 2021, the above named JERALD BUSSEN PRESIDENT of STRAUSS INVESTMENTS, LLC
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation



[Signature]
Notary Public
My commission expires 2/12/2024

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public _____
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, Compeer Financial, PCA, a federally chartered instrumentality ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on July 12, 2019, as Document No. 10887996 and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

Compeer Financial, PCA a federally chartered instrumentality
Name of federally chartered instrumentality typed or printed

By: *Troy Mostaert*

Troy Mostaert, Vice President
Print Name & Title

STATE OF MINNESOTA)
 s.s.
COUNTY OF DAKOTA)



On this, the 19th day of January 2021, before me, the undersigned, personally appeared Troy Mostaert, the Vice President of Compeer Financial PCA, a federally chartered instrumentality, and acknowledged that he executed the foregoing instrument on behalf of said instrumentality, by its authority and for the purposes therein contained.

Name: *TMPan*
Notary Public

State of *MINNESOTA*

County of *Dakota*

My commission expires on: *Jan 31, 2024*

This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____

Glen Morrow, Manager of Franklin Municipal Water Utility

Approved as to form only
Date: _____

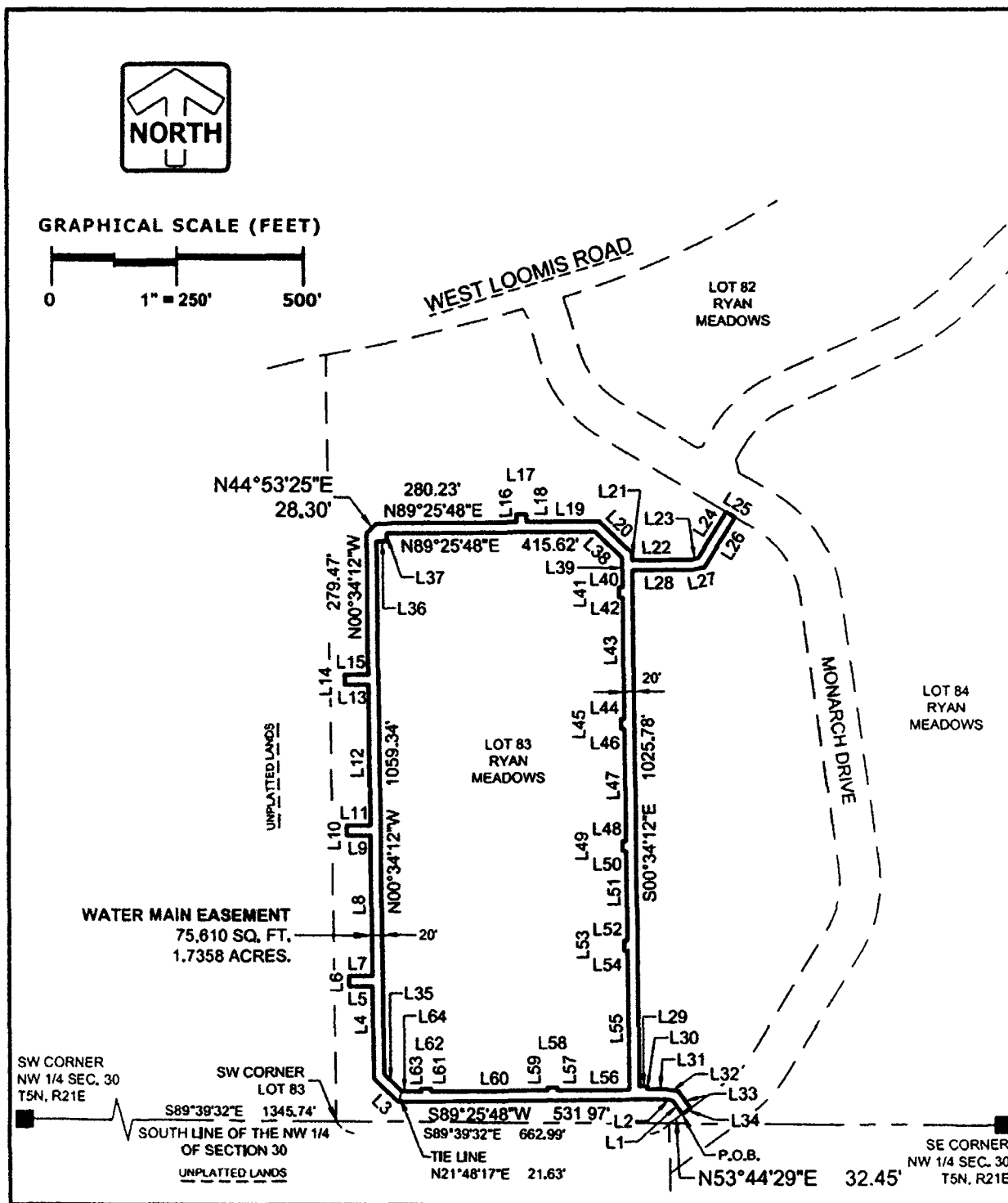
Jesse Wesolowski, City Attorney

Exhibit A
(Description of the Property)

LEGAL DESCRIPTION:

Lot 83 of Ryan Meadows, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 Section 30, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Exhibit B



EXHIBIT

SHEET 1 OF 2

05/05/2020

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

PEG JOB # 809.208

Exhibit C

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N36°15'31"W	32.66'
L2	N80°34'36"W	15.05'
L3	N45°49'13"W	66.53'
L4	N00°34'12"W	183.34'
L5	S89°25'48"W	47.00'
L6	N00°34'12"W	20.00'
L7	N89°25'48"E	47.00'
L8	N00°34'12"W	280.00'
L9	S89°25'48"W	47.00'
L10	N00°34'12"W	20.00'
L11	N89°25'48"E	47.00'
L12	N00°34'12"W	280.01'
L13	S89°25'48"W	47.00'
L14	N00°34'12"W	20.00'
L15	N89°25'48"E	47.00'
L16	N00°34'12"W	15.00'
L17	N89°25'48"E	20.00'
L18	S00°34'12"E	15.00'
L19	N89°25'48"E	144.48'
L20	S45°41'06"E	90.78'
L21	S00°34'12"E	14.16'
L22	N89°25'48"E	115.85'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L23	N77°45'17"E	14.71'
L24	N31°30'36"E	107.47'
L25	S59°07'06"E	20.00'
L26	S31°30'36"W	116.23'
L27	S77°45'17"W	25.29'
L28	S89°25'48"W	117.89'
L29	N89°25'48"E	15.50'
L30	S00°34'12"E	5.50'
L31	N89°25'48"E	36.26'
L32	S80°34'36"E	24.94'
L33	S36°15'31"E	40.81'
L34	S53°44'29"W	20.00'
L35	N45°49'13"W	49.96'
L36	N89°25'48"E	21.00'
L37	N00°34'12"W	15.00'
L38	S45°41'06"E	74.22'
L39	S00°34'12"E	58.75'
L40	S89°25'48"W	7.00'
L41	S00°34'12"E	20.00'
L42	N89°25'48"E	7.00'
L43	S00°34'12"E	241.46'
L44	S89°25'48"W	7.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L45	S00°34'12"E	20.00'
L46	N89°25'48"E	7.00'
L47	S00°34'12"E	223.00'
L48	S89°25'48"W	7.00'
L49	S00°34'12"E	20.00'
L50	N89°25'48"E	7.00'
L51	S00°34'12"E	178.00'
L52	S89°25'48"W	7.00'
L53	S00°34'12"E	20.00'
L54	N89°25'48"E	7.00'
L55	S00°34'12"E	275.92'
L56	S89°25'48"W	142.58'
L57	N00°34'12"W	5.50'
L58	S89°25'48"W	20.00'
L59	S00°34'12"E	5.50'
L60	S89°25'48"W	232.72'
L61	N00°34'12"W	5.50'
L62	S89°25'48"W	20.00'
L63	S00°34'12"E	5.50'
L64	S89°25'48"W	38.43'

LEGAL DESCRIPTION:

Being a part of Lot 83 of Ryan Meadows, located in the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 6 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Northwest 1/4 of said Section 30; thence South 89°39'32" East along the south line of said Northwest 1/4, 1345.74 feet to the southwest corner of said Lot 83; thence continuing South 89°39'32" East along the south line of said Lot 83, 662.89 feet to the westerly right of way line of Monarch Drive; thence North 53°44'29" East along said west line, 32.45 feet to the Point of Beginning;

Thence North 36°15'31" West, 32.66 feet; thence North 80°34'36" West, 15.05 feet; thence South 89°25'48" West, 531.97 feet to a tie line; thence North 21°48'17" East along said tie line, 21.63 feet; thence North 45°49'13" West, 49.96 feet; thence North 00°34'12" West, 1039.34 feet; thence North 89°25'48" East, 21.00 feet; thence North 00°34'12" West, 15.00 feet; thence North 89°25'48" East, 415.82 feet; thence South 45°41'06" East, 74.22 feet; thence South 00°34'12" East, 58.75 feet; thence South 89°25'48" West, 7.00 feet; thence South 00°34'12" East, 20.00 feet; thence North 89°25'48" East, 7.00 feet; thence South 00°34'12" East, 241.46 feet; thence South 89°25'48" West, 7.00 feet; thence South 00°34'12" East, 20.00 feet; thence North 89°25'48" East, 7.00 feet; thence South 00°34'12" East, 223.00 feet; thence South 89°25'48" West, 7.00 feet; thence South 00°34'12" East, 20.00 feet; thence North 89°25'48" East, 7.00 feet; thence South 00°34'12" East, 178.00 feet; thence South 89°25'48" West, 7.00 feet; thence South 00°34'12" East, 20.00 feet; thence North 89°25'48" East, 7.00 feet; thence South 00°34'12" East, 275.92 feet; thence South 89°25'48" West, 142.58 feet; thence North 00°34'12" West, 5.50 feet; thence South 89°25'48" West, 20.00 feet; thence South 00°34'12" East, 5.50 feet; thence South 89°25'48" West, 232.72 feet; thence North 00°34'12" West, 5.50 feet; thence South 89°25'48" West, 20.00 feet; thence South 00°34'12" East, 5.50 feet; thence South 89°25'48" West, 38.43 feet to the aforesaid tie line; thence South 21°48'17" West along said tie line, 21.63 feet; thence North 45°49'13" West, 66.53 feet; thence North 00°34'12" West, 183.34 feet; thence South 89°25'48" West, 47.00 feet; thence North 00°34'12" West, 20.00 feet; thence North 89°25'48" East, 47.00 feet; thence North 00°34'12" West, 280.00 feet; thence South 89°25'48" West, 47.00 feet; thence North 00°34'12" West, 20.00 feet; thence North 89°25'48" East, 47.00 feet; thence North 00°34'12" West, 279.47 feet; thence North 44°53'25" East, 28.30 feet; thence North 89°25'48" East, 280.23 feet; thence North 00°34'12" West, 15.00 feet; thence North 89°25'48" East, 20.00 feet; thence South 00°34'12" East, 15.00 feet; thence North 89°25'48" East, 144.48 feet; thence South 45°41'06" East, 90.78 feet; thence South 00°34'12" East, 14.16 feet; thence North 89°25'48" East, 115.85 feet; thence North 77°45'17" East, 14.71 feet; thence North 31°30'36" East, 107.47 feet to the southwesterly right of way line of Monarch Drive; thence South 59°07'06" East along said right of way line, 20.00 feet; thence South 31°30'36" West, 116.23 feet; thence North 77°45'17" West, 25.29 feet; thence South 89°25'48" West, 117.89 feet; thence South 00°34'12" East, 1025.76 feet; thence North 89°25'48" East, 15.50 feet; thence South 00°34'12" East, 5.50 feet; thence North 89°25'48" East, 36.26 feet; thence South 80°34'36" East, 24.94 feet; thence South 36°15'31" East, 40.81 feet to the aforesaid westerly right of way line of Monarch Drive; thence South 53°44'29" West along said right of way line, 20.00 feet to the Point of Beginning

EXHIBIT
PINNACLE ENGINEERING GROUP
 15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

SHEET 2 OF 2 01/26/2021
PLAN | DESIGN | DELIVER
 WWW.PINNACLE-ENGR.COM PEG JOB#809.208

G-8

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 04/05/2021
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENTS FROM MILLS HOTEL WYOMING, LLC; OAKES ESTATES, LLC; OAKWOOD AT RYAN CREEK, LLC; AND TI INVESTORS OF FRANKLIN APARTMENTS LLC	ITEM NO. <i>G.4.</i>

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The current agreements include the Loomis Business Park/Ryan Meadows Subdivision development at S. 112th Street and W. Ryan Road (by Mills Hotel Wyoming, LLC), Oakes Estates development on S. 92nd Street (by Oakes Estates, LLC), Ryanwood Manor at S. 76th Street and W. Oakwood Road (by Oakwood at Ryan Creek, LLC), and the multi-use development on Statesman Way between S. 31st Street and S. 27th Street (by TI Investors of Franklin Apartments LLC). The Ryanwood Manor and Statesman Way documents are Addenda to the original Agreements, as modifications have taken place since the original Agreements that required additional and/or revised documentation.

ANALYSIS

The DNR offers standard Operation and Maintenance templates for a multitude of BMPs, and most engineers use those to develop site-specific Maintenance Agreements. The attached Agreements were prepared by the developers and their engineers and revised as necessary per Staff comments.

OPTIONS

- A. Sign Maintenance Agreements.

FISCAL NOTE

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

(Option A) Resolution 2021-_____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreements from Oakes Estates, LLC; Oakwood at Ryan Creek, LLC; and TI Investors of Franklin Apartments LLC.

Engineering Department: SAA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 -

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENTS FROM MILLS HOTEL WYOMING, LLC; OAKES ESTATES, LLC; OAKWOOD AT RYAN CREEK, LLC; AND TI INVESTMENTS OF FRANKLIN LLC

WHEREAS, storm water facilities are required to meet quantity and quality standards; and

WHEREAS, a Maintenance Agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, developers have executed and submitted to the City of Franklin Storm Water Facilities Maintenance Agreements for the following developments:

Loomis Business Park/Ryan Meadows Subdivision by Mills Hotel Wyoming, LLC
SW Quadrant of S. 112th Street and W. Ryan Road

Oakes Estates by Oakes Estates, LLC
East of S. 92nd Street and W. Grandview Court

Ryanwood Manor by Oakwood at Ryan Creek, LLC
NW Quadrant of S. 76th Street and W. Oakwood Road

Multi-Use Development by TI Investors of Franklin Apartments LLC
Statesman Way between S. 31st Street and S. 27th Street

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities Maintenance Agreements, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SAA

**STORM WATER FACILITIES MAINTENANCE
AGREEMENT**

Oakes Estates Subdivision
At Approximately 92nd St, Warwick Way, and Cambridge Drive
Tax Key 754-9998-000 (Before Land Division)

This AGREEMENT, made and entered into this 10 day of August, 2020,
by and between Oakes Estates LLC, hereinafter called the "Owner", and
the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City
of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the
Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of
Wisconsin, bounded and described as follows: Beginning at the Southwest corner of the
Northwest 1/4 of said Section 9; run thence N00°03'00"W, 659.57 feet along the West line of the
Northwest 1/4 of said Section 9; thence N88°34'18"E, 1325.64 feet to the West line of Stone
Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for
Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234; thence S00°
08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the
South line of the Northwest 1/4 of said Section 9; thence S88°35'21"W, 1326.69 feet along the
South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description,
Containing 874,719 square feet or 20.081 acres. Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision)
known as Oakes Estates Subd/Malon (Name of Plan/Development)
hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be
approved by the city, provides for on-site Storm Water Facilities within the confines of the
Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on
Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns"
meaning to include any homeowners' association and all owners of the property or any portion
thereof), including any homeowners association, agree that the health, safety, and welfare of the
residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section
15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and
maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on
the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants
contained herein, and the following terms and conditions, the parties hereto agree as follows.

1. The on-site storm water facilities shall be constructed by Owner in accordance with the
plans and specifications which are identified as part of the storm water system plan and
erosion control plan approved by the City Engineer and submitted as part of the as-built
drawings approved by the City Engineer. Fountains and/or aerators shall not be installed
in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations
which require that the Storm Water Facilities shall be regularly inspected and maintained
as often as conditions may require, but in any event, at least once each year. The
Standard Operation and Maintenance Report attached to this agreement as Exhibit "A"
and by this reference made a part hereof shall be used for the purpose of the regular
inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall
keep the Operation and Maintenance Reports from past inspections, as well as a log of
maintenance activity indicating the date and type of maintenance completed of the Storm
Water Facilities. The purpose of the inspections is to assure safe and proper functioning
of the facilities. The inspections shall cover all storm water facilities, including but not
limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures,
pond areas and access roads. Deficiencies shall be noted in the Operation and
Maintenance Report. The Reports and maintenance log shall be made available to the
City for review.

- 3 The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
- 4 The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15 8.0600 of the City of Franklin Unified Development Ordinance, and Section 13 12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
- 5 If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15 8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15 8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
- 6 In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
- 7 This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
- 8 This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
- 9 The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
- 10 The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

Oakes Estate LLC Owner

By: [Signature]
Name: Maxwell J Oakes

STATE OF WISCONSIN)ss.
Racine COUNTY)

Personally came before me this 10 day of August, 2022, the above named Maxwell J Oakes, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

CAROL A. CESARZ
NOTARY PUBLIC Notary Public, Racine County, WI
STATE OF WISCONSIN My commission expires: 12/19/2022

CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS
City of Franklin**

Name of Development Oakes Estates Subdivision

Responsible Party Name _____ Address _____

Telephone No _____ Fax No _____ E-mail _____

Inspector Name _____ Address _____

Telephone No _____ Fax No _____ E-mail _____

Basin Location General Address _____ Section No _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2 Embankment erosion			
3 Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4 Emergency spillway			
6 Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2 Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "A-1"

OPERATION AND MAINTENANCE PLAN STORM WATER MANAGEMENT City of Franklin

This operation and maintenance plan prescribes the minimum maintenance requirements the Owner(s), its successors and assigns, must meet to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure the storm water best management practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles shall be from the public road right of ways over the drainage easements to the top of berm and to the pond structures. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s), its successors and assigns, to enforcement of the provisions listed in this Agreement by the City of Franklin.

System Description:

The wet detention ponds are designed to trap a minimum of 80% of sediment in runoff and maintain pre-development downstream peak flows. Storm pipes convey runoff. In addition to runoff conveyance, the grass swales also allow for infiltration and filtering of pollutants especially during smaller storm events. The wet ponds will trap the smaller and finer suspended solids. For the wet ponds to be effective, the pond size, water level and outlet structure must be maintained.

Minimum Maintenance Requirements:

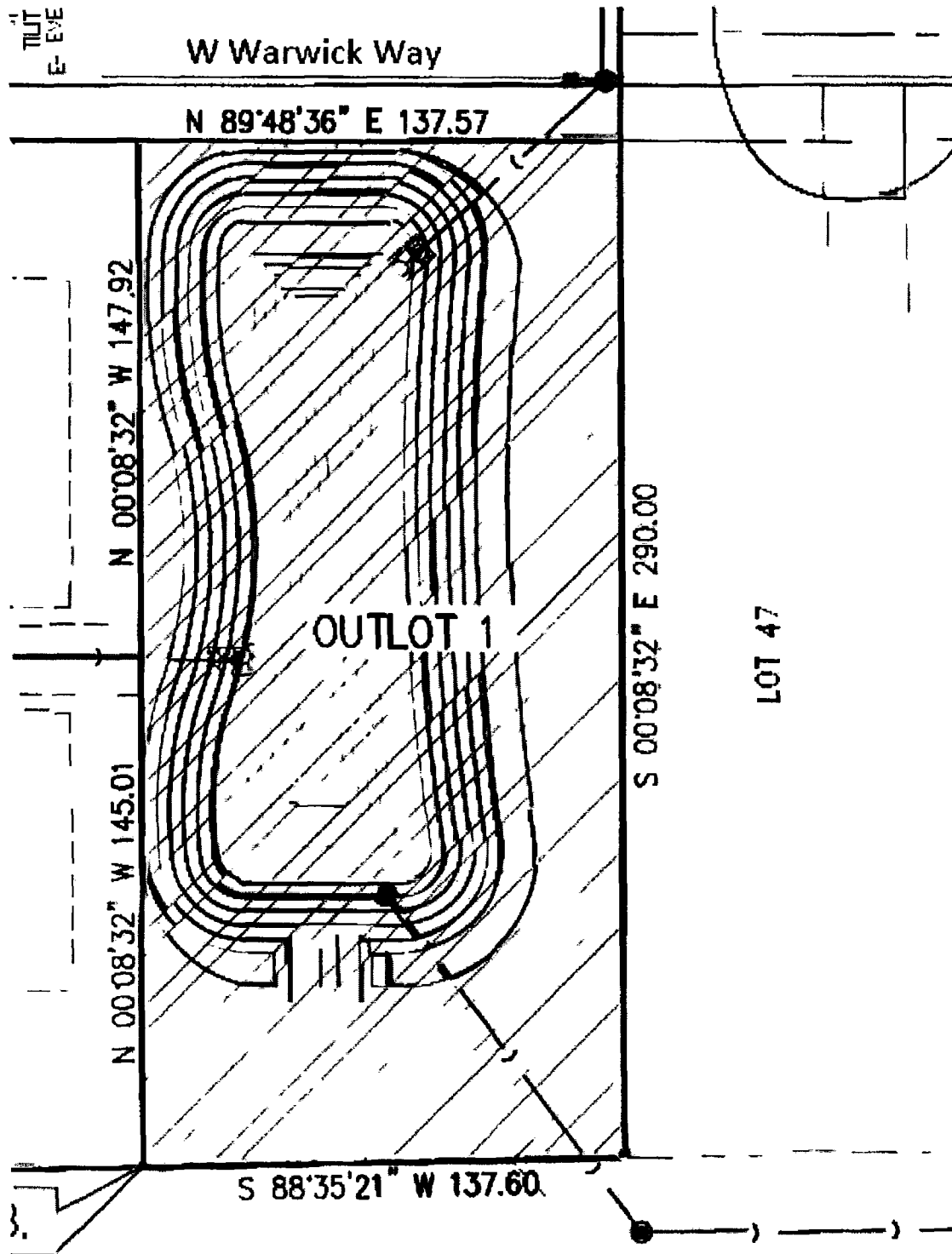
To ensure the proper long-term function of the storm water best management practices, the following activities must be completed:

1. Inspect inlets, manholes, pipes, and end sections at least twice a year and after heavy rainfall. Repair any deterioration threatening structural integrity immediately, replace worn or cracked frames and lids, re-set any shifted frames, repair spalled or cracked mortar, repair or replace cracked rings, repair leaking joints, clean manholes, pipes and storm inlet inverts of deposited material, remove potential sources of contamination away from inlets and manholes. Remove any obstructions from end sections, reset end sections that have separated from storm pipe, repair scour areas immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
2. All pond inlet and outlet pipes must be checked semi-annually to ensure there is no blockage from floating debris or ice, especially in front of the dewatering holes and the trash rack on the risers. Any blockage must be removed immediately.
3. Grass swales and drainage easements shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans, no buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds. Erosion matting is recommended for repairing grassed areas.
5. No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually, and any woody vegetation removed.
6. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
7. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired.

Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary

- 8 If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the ponds and deposited where it cannot drain back into the ponds. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients) Wetland vegetation must be maintained along the waters' edge for safety and pollutant removal purposes
- 9 If mosquitoes become a nuisance, the use of mosquito larvicide, containing naturally occurring BTI soil bacteria, is recommended.
- 10 When sediment in the pond has accumulated to an elevation of 3.5 feet below the outlet elevation, it must be removed. Measurements to check the depth of sediment can be completed by starting at the elevation of the lowest dewatering hole and measuring down to the sediment level within the ponds. It is anticipated that sediment may need to be removed in approximate 20-year cycles. All sediment must be removed from the site or placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Meet Wisconsin Administrative Code NR 500 for disposal requirements. A two-foot clay liner has been installed in all the ponds. When performing sediment removal, the contractors must review the approved construction plans for the site to determine the original shape of the pond and the original design depth of the pond so that the excavation does not disturb the clay liner. An engineer and/or surveyor with experience in storm water ponds can provide technical assistance in reviewing the plans and providing staking and elevation guidance during excavation. Excavation below the original design depth is prohibited unless a geotechnical analysis is completed per Wisconsin DNR Technical Standard No. 1001 and any changes in the design are reviewed and approved by the City of Franklin.
11. No grading or filling of the ponds or berms other than for sediment removal is allowed, unless otherwise approved by the City of Franklin.
12. Periodic mowing of the grass Swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds may attract nuisance populations of geese to the property and is not necessary or recommended.
- 13 Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Franklin under the provisions listed in this Agreement.
14. Aerators/Fountains - If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all the items below
 - i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface)
 - ii. If the water surface drops due to drought or leakage, the aerator/fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet
 - iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, farther, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
 - iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond

Exhibit B-1



TFD LANDS

Exhibit B-2

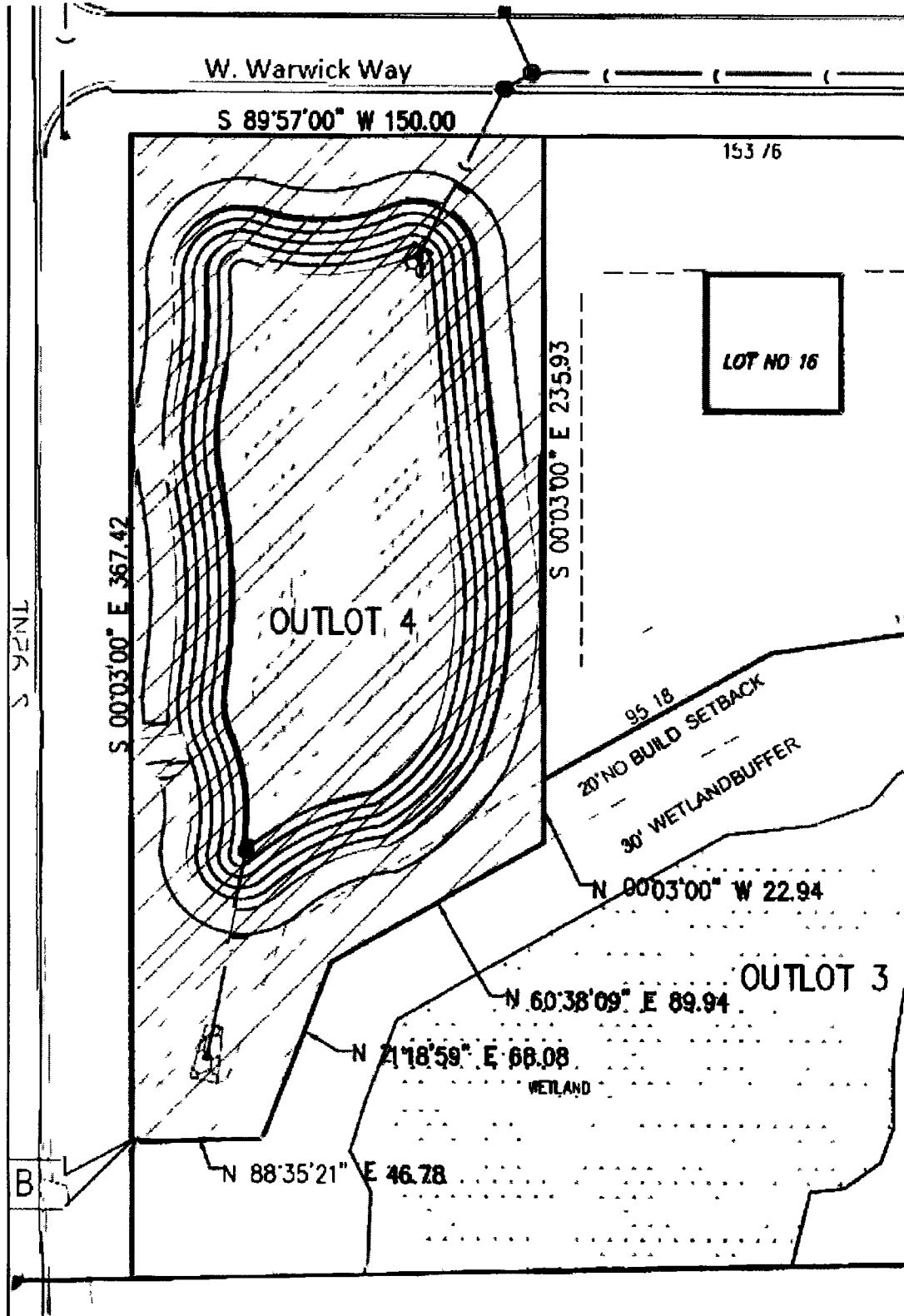


EXHIBIT "C"

Drainage Easement Legal Description for Outlot 1:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Begin at the Southwest corner of Outlot 1 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 8/10, 2020 as Document No. 11007677; thence N00°08'32"W, 292.93 feet along the West line of said Outlot 1 to the Northwest corner of said Outlot 1 and the South right of way line of Warwick Way; thence N89°48'23"E, 137.57 feet along said South right of way line to the Northeast corner of said Outlot 1 and the East line of said Subdivision; thence S00°08'32"E, 290.00 feet along the East line of said Subdivision and Outlot 1 to the Southeast corner of said Subdivision and said Outlot 1; thence S88°35'21"W, 137.60 feet along the South line of said Subdivision and said Outlot 1 to the Point of Beginning. Containing 40,097 square feet or 0.921 acres.

Drainage Easement Legal Description for Outlot 4:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Begin at the Southwest corner of Outlot 4 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 8/10, 2020 as Document No. 11007677; thence N00°03'00"W, 367.42 feet along the West line of said Outlot 4 and the East right of way line of South 92nd Street to the Northwest corner of said Outlot 4 and the South right of way of West Warwick Way; thence N89°57'00"E, 150.00 feet along the North line of said Outlot 4 and South right of way line of Warwick Way to the Northeast corner of said Outlot 4; thence S00°03'00"E, 258.87 feet along the East line of said Outlot 4; thence S60°38'09"W, 89.94 feet along the Southerly line of said Outlot 4; thence S21°18'59"E, 68.08 feet along the Southerly line of said Outlot 4; thence S88°35'21"W, 46.78 feet along the South line of said Outlot 4 the East right of way of South 92nd Street and to the Point of Beginning. Containing 47,486 square feet or 1.090 acres.

ADDENDUM TO THE STORM WATER FACILITIES MAINTENANCE AGREEMENT

Document No.

This Addendum to the Storm Water Facilities Maintenance Agreement is hereby made and entered into this ___ day of _____, 2021, by and between Oakwood at Ryan Creek, LLC, the property owner, and the City of Franklin, it being intended that this Addendum be recorded as an addendum to the Storm Water Facilities Maintenance Agreement recorded on September 23, 2019 as Document No. 10909500, in the Register of Deeds of Milwaukee County, State of Wisconsin to provide for the maintenance requirements and specifications for a fountain the property owner has installed on the property

The addendum is being recorded to include a fountain that was added to the wet detention pond located in Outlot 2, Ryanwood Manor The location is identified on the attached Ryanwood Manor Fountain Location map labeled as Exhibit A. The fountain owner manual including maintenance recommendations are attached as Exhibit B. The float for the fountain is identified on the attached Exhibit C. The legal description of the land covered by the recorded Maintenance Agreement and this Addendum is identified on the attached Exhibit D.

The fountain shall be inspected twice a year and after heavy rainfalls when all the other stormwater management practices are inspected.

All other terms and conditions as described in Document No 10909500 remain in place

NAME AND ADDRESS RETURN
CITY OF FRANKLIN
C/O CITY CLERK
9229 WEST LOOMIS ROAD
FRANKLIN, WI 53132


Pin: 934-0034-000
(Parcel Identification number)

OAKWOOD AT RYAN CREEK, LLC

CITY OF FRANKLIN

Dated this 24th day of March, 2021

Dated this ___ day of _____, 20__


Signature (print name below)

Signature (print name below)

Steve DeCleene, Member

Stephen R. Olson, Mayor

STATE OF WISCONSIN,
COUNTY OF Waushara) SS

Signature (print name below)

Subscribed and sworn to (or affirmed) before me this 24th
day of March, 2021

Sandra L. Wesolowski, City Clerk

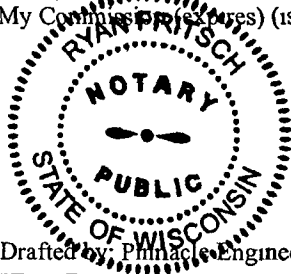
Sh. Tuttle (type name below)

STATE OF WISCONSIN
COUNTY OF _____) SS.

Ryan Fritsch
Notary Public, State of Wisconsin
My Commission (expires) (is) 3/4/2025

Subscribed and sworn to (or affirmed) before me this ___
day of _____, _____.

(type name below)

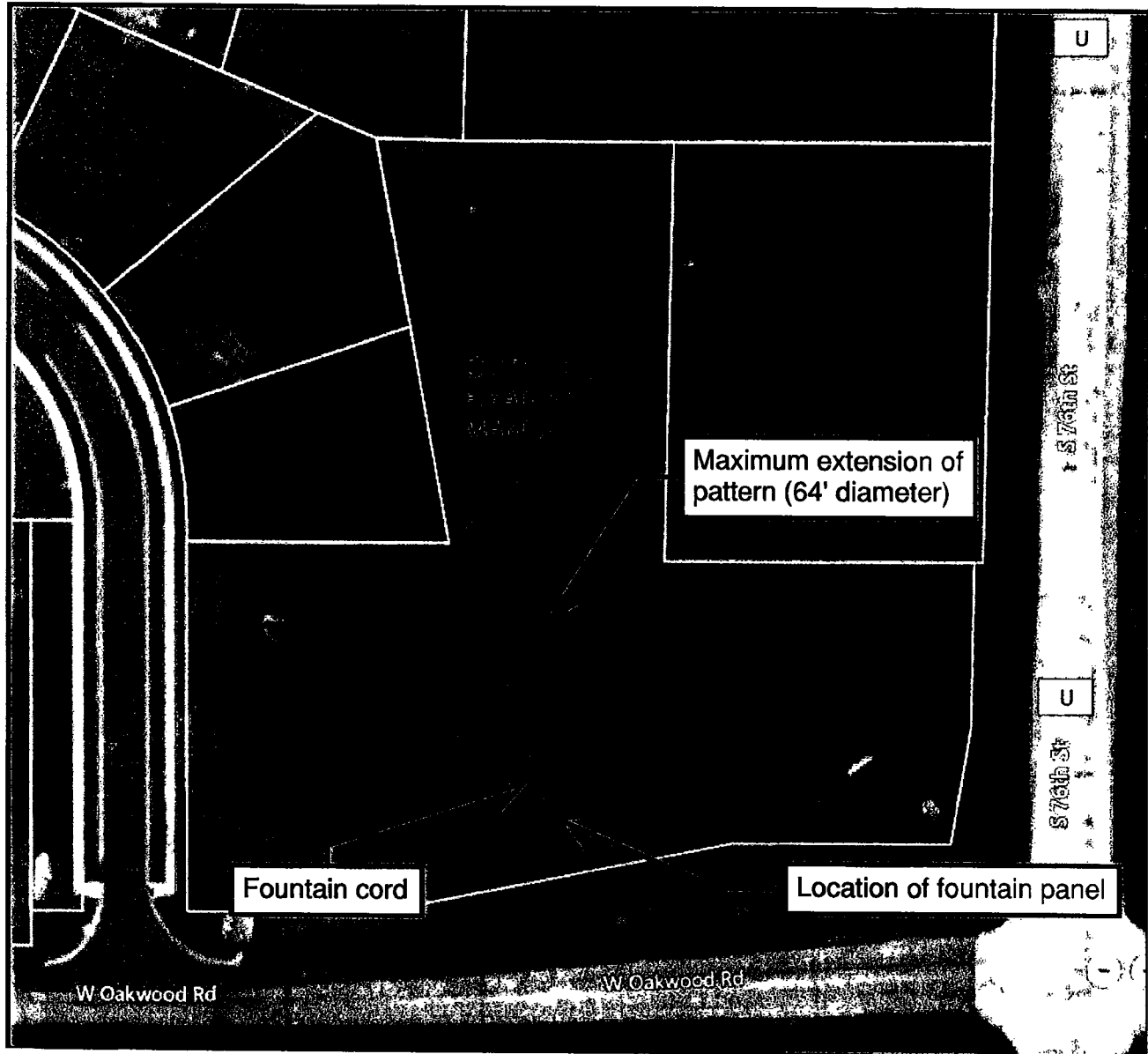


Notary Public, State of Wisconsin
My Commission (expires) (is) _____

EXHIBIT A

Ryanwood Manor Fountain Location

Nozzle: Mahogany style (28'x64')



Fountain Specifications:

5.0 HP J-Series Fountain – includes float, single phase 208-240V power unit (20 amp), propeller, debris screen, quick disconnect with cap, 300' cable with flex sleeving and C-95 control panel with GFI and mechanical timers. Includes 5 patterns and Mahogany nozzle.

EXHIBIT B

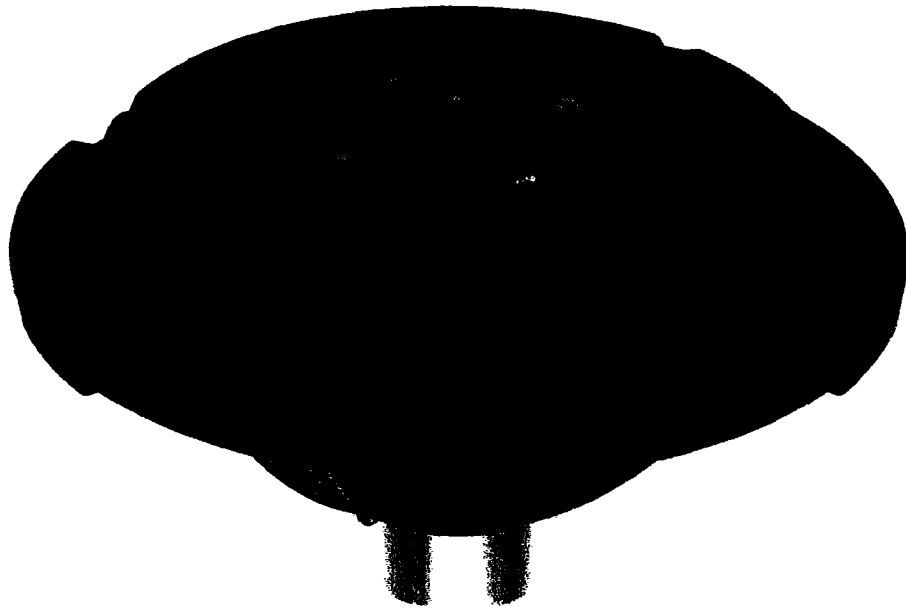
Kasco[®]



Owners Manual

J Series Fountain

3400JF & 3400HJF
4400JF & 4400HJF



Intertek

3020379
ANSI/UL 778 2016
Ed 6+R.22Feb2017
CSA C22 2 #108 2014 Ed 5

Kasco Marine, Inc.
800 Deere Rd.
Prescott, WI 54021
PH (715) 262-4488
FAX (715) 262-4487
www.kascomarine.com

Rev 03/2019

EXHIBIT B

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EXHIBIT B

THANKS

We at Kasco Marine, Inc. would like to both thank and congratulate you on your purchase of the JF model aerating fountain. We appreciate you choosing Kasco and for your purchase. The JF model Fountain will help improve water quality by adding much needed oxygen and circulation and enhance the aesthetics of the pond or lake with a beautiful fountain pattern. The lighting package (if purchased) will illuminate your fountain for beauty at night. We thank you for choosing Kasco for your fountain needs and want you to be completely satisfied with your purchase.

Important Safety

Please read and follow these extremely important safety and handling instructions for your Kasco equipment. Following these instructions will help ensure your safety and the quality performance of your equipment.

- Under NO circumstances should anyone enter the water with the electrical equipment plugged in and/or in operation. All Kasco equipment is ETL approved to UL and CSA standards for safety in water and all fountain models include control panels with GFI protection. However, it is NEVER recommended to enter the water with the equipment in operation.
- Caution should be used when dealing with any electrical equipment with moving parts.
- NEVER run the unit out of water. It will damage the seals and create a dangerous situation for the operator.
- Extreme caution should be used around water, especially cold water, such as in Spring, Fall, and Winter, which poses a hazard in and of itself.
- NEVER lift or drag the fountain by the power or light cord. If you need to pull the unit to the side of the pond, use the anchoring ropes.
- Do not use waders in deep ponds/lakes or ponds/lakes with drop-offs, drastic slopes, or soft bottom material.
- Do not use boats that tip easily for fountain installation, such as a canoe, and follow all boating safety rules and regulations, including wearing a PFD. (Personal Flotation Device)
- The fountain is supplied with an internal grounding conductor and a grounding-type attachment

plug. To reduce the risk of electrical shock, be certain that the fountain is plugged into the C-25 Control Box (120V) or C-85 Control Panel (240/208V) supplied by Kasco and that the C-25 is plugged into a properly grounded, grounding type receptacle or the C-85 is wired properly. The GFCI breakers should be tested upon each installation and every month thereafter to ensure proper operation.

General Instructions

INSPECT THE SHIPMENT

Immediately inspect your Kasco Fountain shipment for any visible damages. Also cross reference the parts supplied with the Parts Included sheet to check for shortages. Shortages should be reported immediately to your Kasco Marine distributor or representative and damages reported to your carrier and Kasco Marine.

ASSEMBLY & INSTALLATION

Please see the proper Assembly and Installation Instructions enclosed in this manual. Each is specific for your model and size of Fountain. Note: Use a nylon tie to help keep the power cords for the unit and lights free of the propeller by tying each cord to either side of the float. If you have a light kit, make sure that the unit cord is tied to one side of the float and the light cord to the other for balance. Note: It is extremely important to test the GFI breaker in the control panel upon each installation/reinstallation of the unit to ensure proper functioning.

USE AND OPERATION

Kasco Fountains are designed and engineered for continuous duty, such as on fish farms or other aquaculture applications, or on-demand use, as needed in a recreational water feature.

During flotation operation, the water is pulled from 360° around the unit and from below the unit. The water is pulled upward and thrust through the flotation collar into the air.

Your Kasco Marine Fountain is ready for immediate use (after installation). The motor and ball bearings are submerged in oil and no further lubrication is needed. Make sure to keep the motor housing clean

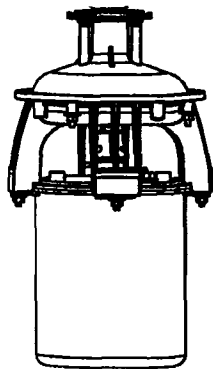
EXHIBIT B

from hard water deposits and/or algae.
(See Maintenance Recommendations.)

It is extremely important that proper and sufficient voltage (120V or 240/208V) is supplied to the Fountain motor. Each 120V Fountain is supplied with a UL and CSA approved C-25 GFI Protected Control Box. The Fountain is to be plugged into the C-25 outlet labeled "UNIT" and the C-25 plugged into a properly grounded receptacle (See C-25 Instructions on page 12). Each 240V Fountain is supplied with a UL and CSA approved C-85 GFCB Protected Control Panel. The Fountain is to be hardwired into C-85 panel. The C-85 must have 4 wire service (L1, L2, neutral, and ground) installed by a qualified electrician. (See Wiring Instructions). It is extremely important to test the GFI breaker in the control panel upon each installation and reinstallation and every month thereafter to ensure proper operation.

UNIT STORAGE

When storing units during the offseason, it is important to store them upside down if they are going to be sitting for long periods of time. Units that sit upright on a shelf for many months, or even years have a greater likelihood of seals drying out. Storing upside down will ensure oil is lubricating the seals and prevent drying.



Cord Gauge Chart

Length	Gauge	3400	3400H 4400H	4400
50'	16	x		
50'	14		x	x
100'	14	x	x	
100'	12			x
150'	12	x	x	
150'	10			x
200'	12	x	x	
200'	10			x
250'	12		x	
300'	12		x	
400'	12		x	

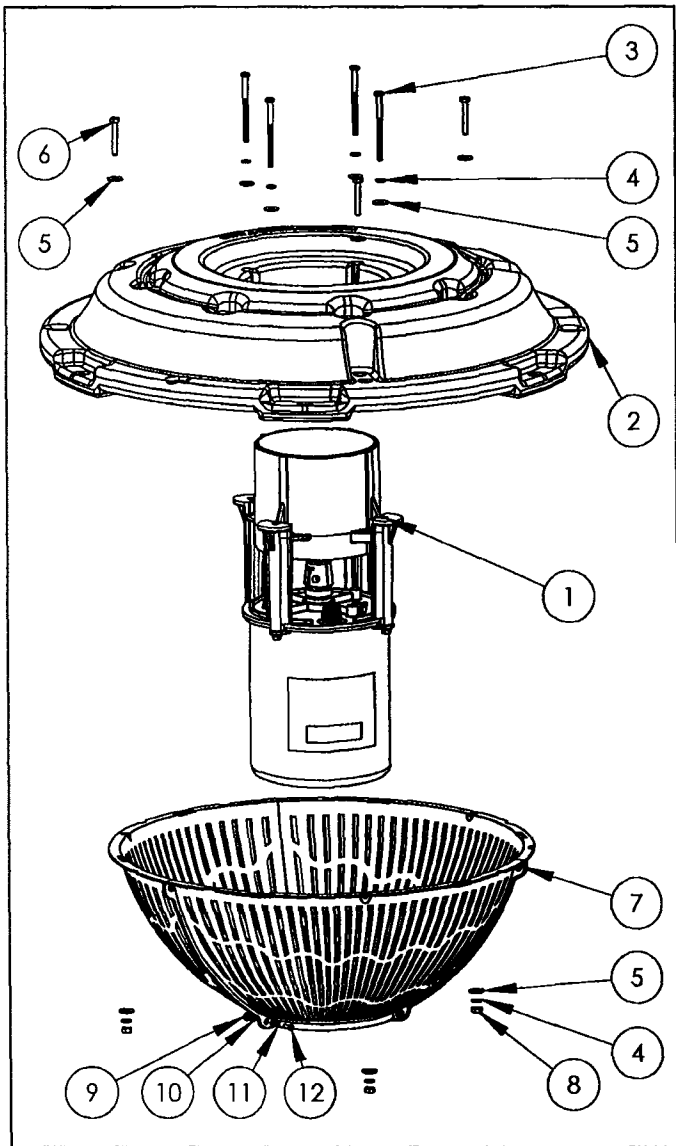
Unit Specs

Model	Voltage	Amps	Lock rotor amps	Control box connection	Fountain connection
3400JF	110-120	6.7	18	C-25 plug in	Plug into C-25
3400HJF	208-240	3.3	9	Hardwire C-85	plug into or hardwire C85
4400JF	110-120	10.7	40	C-25 plug in	Plug into C-25
4400HJF	208-240	5.3	20	Hardwire C-85	plug into or hardwire C85

Parts Included

#	Item	Part#	Qty
1	Fountain		1
2	Float	242001	1
3	1/4-20 x 4" Phillips Pan Head Screw	251220	4
4	1/4" split washers	840537	7
5	1/4" (3/4" OD) Flat Washer	251300	10
6	1/4 -20 x 1-3/4" Hex Head Bolt	475630	3
7	Bottom Screen Section	361540	3
8	1/4"-20 Nut	840536	3
9	#8 nut	771034	6
10	#8 flat washer	361543	12
11	#8 lock washer	771033	6
12	#8 x 3/4" screw	361545	6
	Mooring ropes	990700	2
	cable ties	415038	9

EXHIBIT B



Also Included:

- Cord in separate box (1) (depending on length of cord)
- Control Box (C-25 for 120V units in Float box or C-85 for 240V units in separate box) (1) (Not Pictured)

TOOLS & SUPPLIES NEEDED

- Anchors or stakes for installing unit (2)
- # 2 Phillips head screw driver
- 120V or 240V Electrical Supply near pond on a post with room for mounting the C-25 or C-85
- #10 x 1" long or longer screw(s) for mounting the C-25 (3) or C-85 (4)
- 7/16" Socket and Ratchet
- 7/16" Wrench
- 11/32" wrench (for #8 fasteners)

Assembly instructions on next page

Set of Interchangeable Nozzles (4)

#	Item	Part #	Qty
1	Sequoia Nozzle	431230	1
2	Linden Nozzle assembly	431232	1
3	Birch Nozzle	431234	1
4	Cypress Nozzle	431236	1

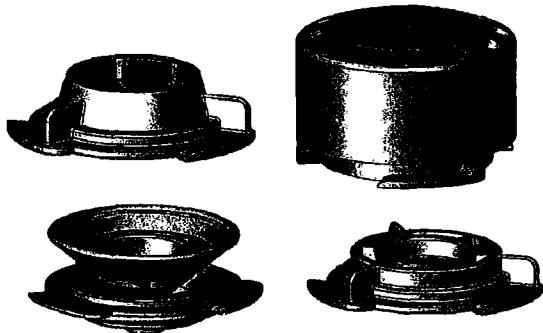
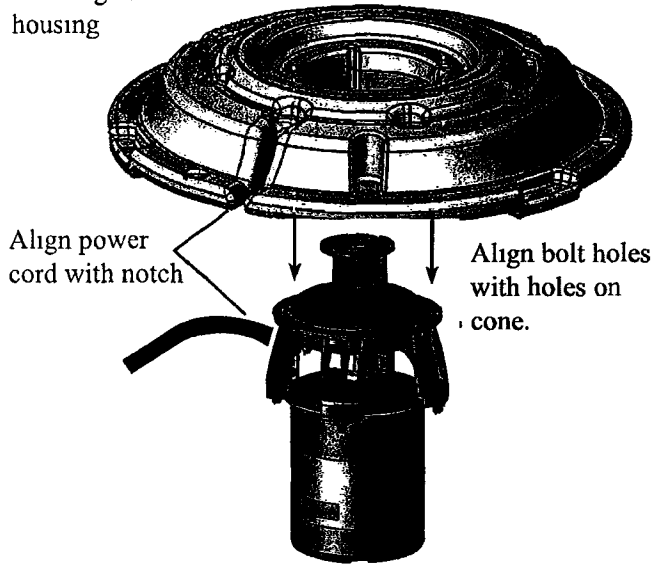


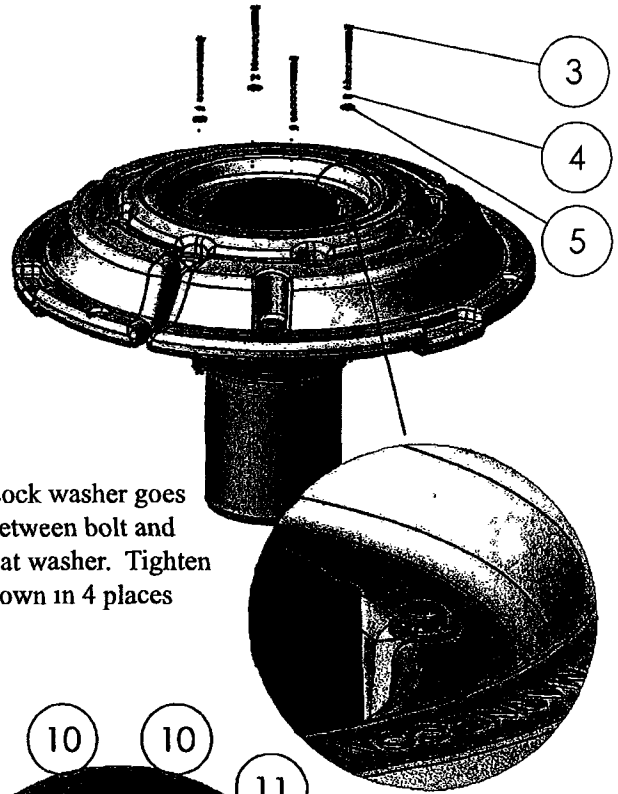
EXHIBIT B

Assembly Instructions

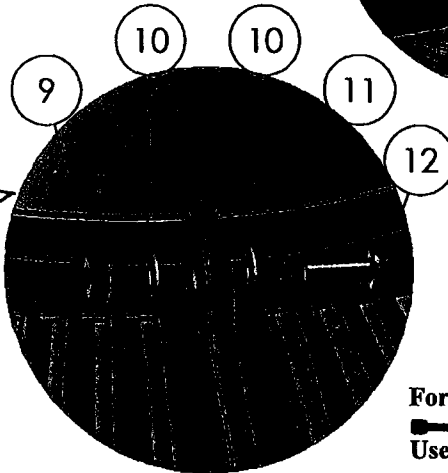
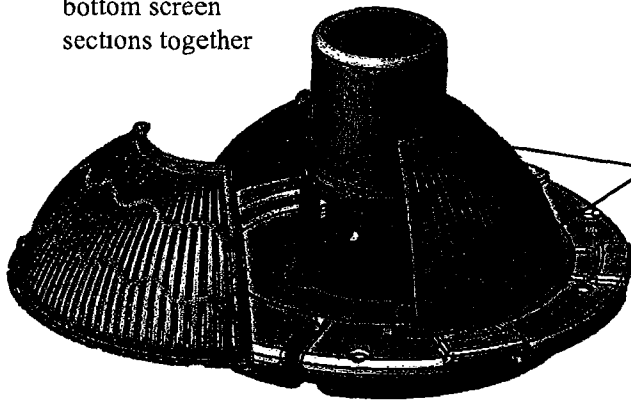
1. Rest the float on the 4 legs of the housing



- 2 Lock washer goes between bolt and flat washer. Tighten down in 4 places



- 3 Turn over. Bring bottom screen sections together



4. Tighten down in 6 places to hold the screen together.

For quicker assembly:
~~Use cable tie instead~~

5. Secure the bottom screen to the float in 3 places.

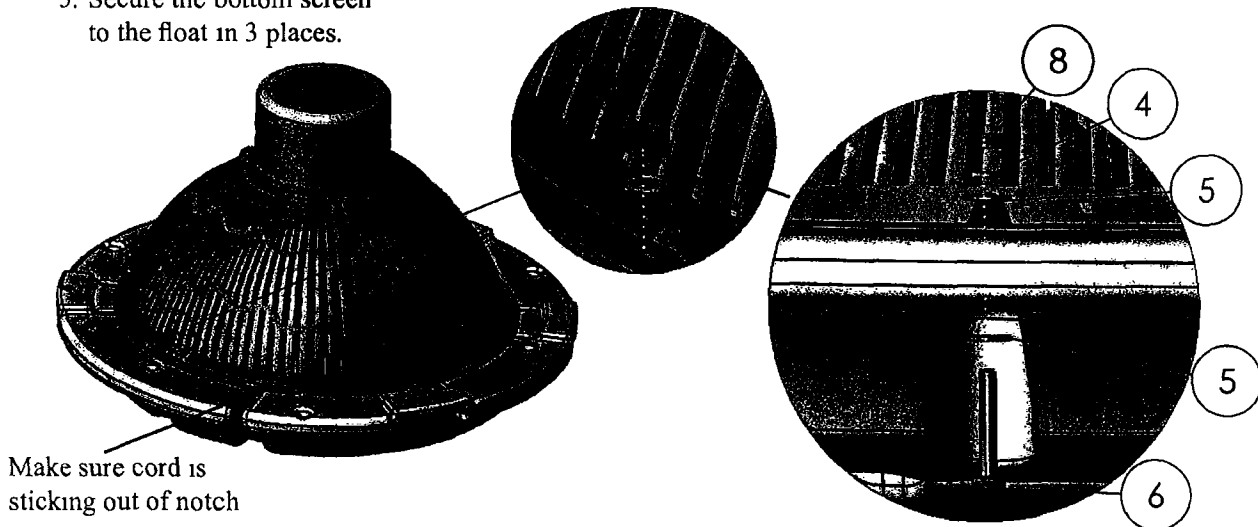
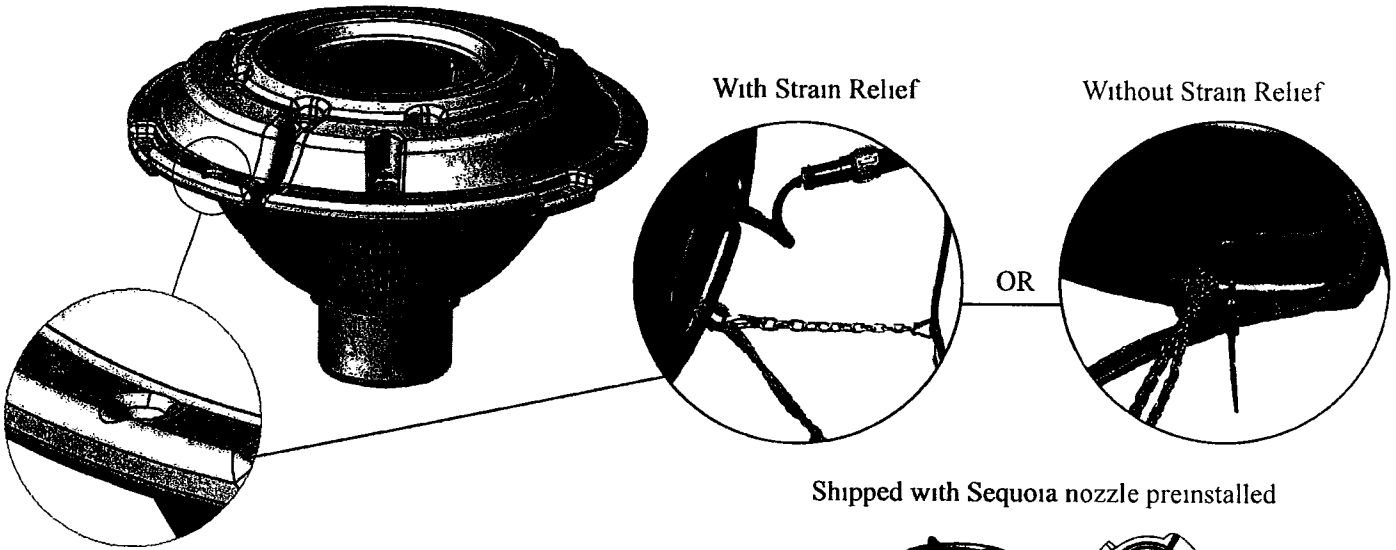


EXHIBIT B

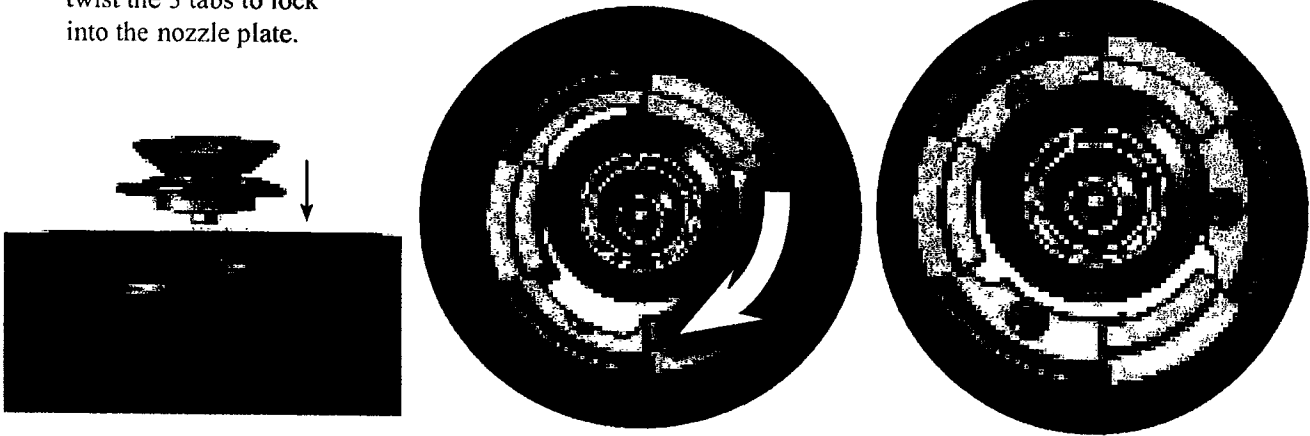
6 Turn upright Secure power cord to rope hole



Shipped with Sequoia nozzle preinstalled



7 Choose Nozzle Push nozzle into cone and twist the 3 tabs to lock into the nozzle plate.



8 If ready to install in the pond, go to Installation instructions Light Kits can also be installed at this time, go to Light kit instructions

EXHIBIT B

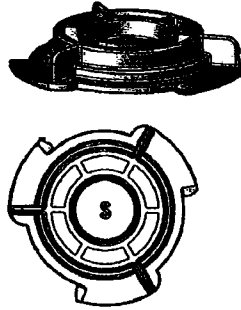
Nozzle Options

NOTE: Pattern sizes listed are approximate. Variations in voltage caused by regional electrical differences or voltage drop due to long power cords may result in reduced pattern sizes.

To install, place oring around outlet and simply twist the nozzle into the 3 locking tabs.

Sequoia Display:

The Sequoia nozzle (marked S on the part)



Model	Height	Width
3400JF/HJF	13'	8'
4400JF/HJF	18'	11'

Linden Display:

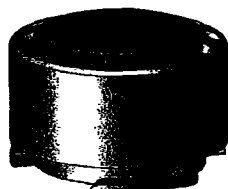
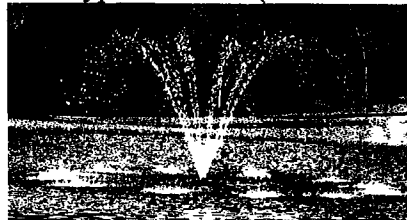
The Linden nozzle (2 piece assembly with bolt)



Model	Height	Width
3400JF/HJF	9'	29'
4400JF/HJF	12'	31'

Cypress Display:

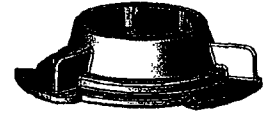
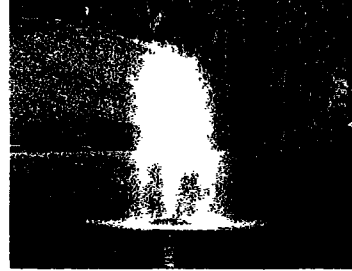
The Cypress nozzle (marked C on part)



Model	Height	Width
3400JF/HJF	7'	17'
4400JF/HJF	9'	28'

Birch Display:

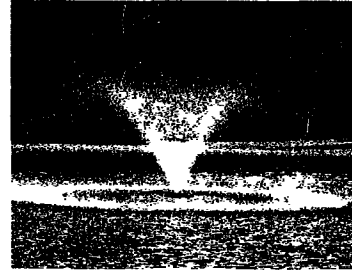
The Birch nozzle (marked B on the part)



Model	Height	Width
3400JF/HJF	7'	5'
4400JF/HJF	11'	8'

Willow Display:

No nozzle installed

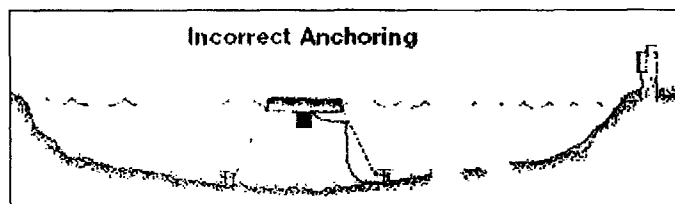
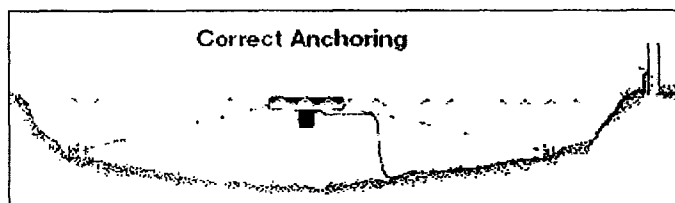


Model	Height	Width
3400JF/HJF	6.5'	21'
4400JF/HJF	9'	31'

Installation Instructions

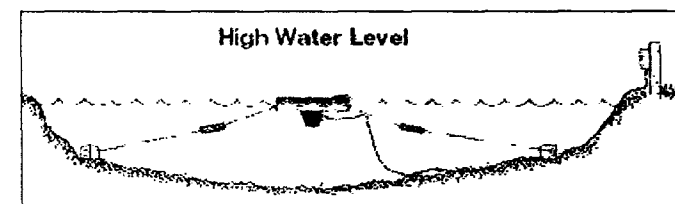
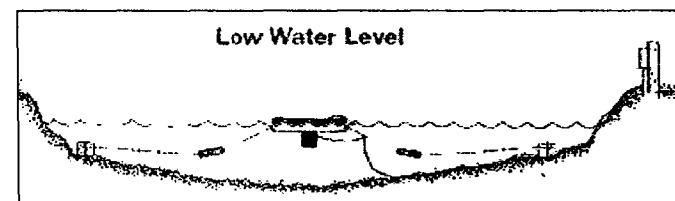
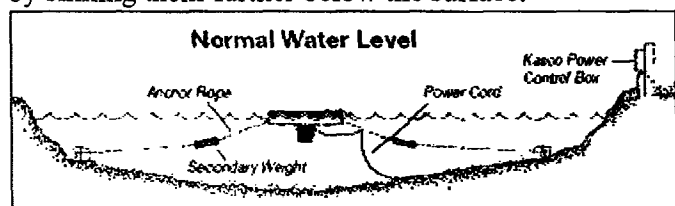
Use the ropes to position the Fountain in the desired location in the pond/lake. Anchor the ropes or secure them to the shoreline so the ropes are free of slack, but not tight. To prevent twisting of the unit due to torque, you should place the anchor at least 3 feet from the float for each foot of depth (Ex A 6 foot deep pond would require an anchor 18 feet horizontally from the float.)

EXHIBIT B



ALTERNATE INSTALLATION

In ponds where the water level fluctuates significantly, you may need to suspend a small weight (12" of 1" galvanized pipe works well) at the mid-point of the rope to take up any slack as the water level drops. The weight should be light enough so the Fountain can rise as the water level rises. This can also help hide ropes by sinking them further below the surface.



Maintenance Recommendations

**** Under No Circumstances should anyone enter the water while a fountain is operating. ****

**** Please keep the original box for maintenance shipping. ****

The following maintenance procedures can be utilized to ensure many years of quality performance from your Kasco Fountain and reduce the need for more costly repair work.

PROPER INSTALLATION: Proper installation of Kasco equipment will include a power source with ground fault interruption (GFI). For Fountain models, the C-25 control (120V) or C-85 (240/208V) included with the unit have built-in ground fault interruption that is sufficient. Ground fault interrupters are a safety feature that can also alert you to electrical leaks in the equipment. It is extremely important to test the GFI upon installation, each reinstallation, and monthly thereafter to ensure proper operation. If you have repeat, consistent trips on your ground fault, the equipment should be disconnected and removed from the water. The power cord should be inspected for damage and you should call Kasco Marine at 715-262-4488 for further instructions or email Kasco at sales@kascomarine.com.

OBSERVATION: Operating equipment should be observed on a regular basis (daily, if possible) for any reduction or variation in performance. If a change in performance is observed, the equipment should be disconnected from power and inspected for any material that may have clogged the system or wrapped around the shaft of the motor, especially plastic bags and fishing line. Even though Kasco Aerators and Fountains are among the most clog-resistant on the market, it is impossible to protect against all items that can clog equipment and still maintain a flow of water. These materials can be very damaging to the equipment under continued operation and must be removed as soon as possible. **ALWAYS UNPLUG THE UNIT BEFORE ATTEMPTING TO REMOVE CLOGS.**

WINTER STORAGE: In regions where there is significant freezing in the wintertime, the fountains should be removed from the water to protect them from the expansion pressure of the ice. In many areas,

EXHIBIT B

fountains will keep some amount of ice open through the winter. However, when the water is thrust into the air, it is exposed to the colder air temperatures longer and can actually make ice thicker on the pond/lake. Storage over winter is best in a location that is out of the sun and cool, but above 32°F. When storing units during the offseason, it is important to store them upside down if they are going to be sitting for long periods of time. Units that sit upright on a shelf for many months, or even years have a greater likelihood of seals drying out. Storing upside down will ensure oil is lubricating the seals and prevent drying.

CLEANING: Fountains should be removed from the water at least once per year (at the end of the season in cold climates) to clean the exterior of the system, especially the stainless steel motor housing (can). The motor housing is the surface that dissipates heat into the water and any algae, calcium, etc. build-up will become an insulator that blocks heat transfer. In warmer regions it is recommended that the motor is removed and cleaned at least two to three times per year depending on conditions. In most cases a power washer will be sufficient if the unit and algae are still wet.

SEAL AND OIL REPLACEMENT: This is a sealed motor assembly and seals will wear out over time (similar to brake pads on a car). Replacement of the seals and a change of oil after three years may add longevity to the operation of the motor, saving you the cost of more expensive repairs. In warmer climates where the fountain runs most or all of the year, it is a good idea to replace seals more regularly than you would need to in colder climates where the unit is removed from the water for several months.

Seal replacement and all other repair services should be performed by Kasco Marine or a Kasco trained Authorized Repair Center. Any alterations or changes made to Kasco units by an unauthorized source will void the warranty. This includes tampering with the unit, power cord, and/or control box. Please contact Kasco Marine, Inc. at 715-262-4488 for your nearest Authorized Repair Center.

ZINC ANODE: A Sacrificial Zinc Anode is supplied on the shaft for protection of the equipment from corrosion and electrolysis. The zinc anode should be updated (replaced) if reduced to half the original size or if white in color. Corrosion from electrolysis is more

commonly associated with saltwater or brackish water, but as a matter of precaution, it is important to periodically check the zinc anode in all installations (at least every two to three months).

Warranty Policy

Warranty Period:

Models:

3400JF, 3400HJF, 4400JF, 4400HJF - 2 years

Kasco Marine, Inc. warrants this Fountain to be free from defects in material or workmanship (except for the ropes, power cord, and propeller) under normal use and service. The Kasco Marine, Inc. obligation under this warranty is limited to replacing or repairing free of charge any defective part within the warranty period from the date of shipment. Customer shall pay shipping charges for returning the unit to Kasco or an Authorized Repair Center.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATION OR LIABILITY WHATSOEVER ON THE PART OF KASCO MARINE, INC. AND IN NO EVENT SHALL KASCO MARINE, INC. BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES.

Warranty is void if:

- The Fountain is not maintained properly according to the Maintenance Recommendations supplied in this Owners Manual.
- The Fountain is returned for repair without the power cord or if the unit, control box, or power cord are altered in any way from original shipment. Cuts in the power cord are not covered under warranty.
- The Fountain is damaged by unauthorized tampering.
- The Sacrificial Zinc Anode around the propeller shaft shows significant deterioration. (The Anode must be inspected periodically and replaced if necessary.)

Warranty Claim Procedure:

Check the eleven-digit serial number printed either on the black cover of the motor or on the blue nameplate and determine the year of manufacture according to

EXHIBIT B

the serial number scheme below:

Sample Serial #
70 01 VX 2 1725

The first two digits represent the reverse of the last two digits of the year of manufacture.

Example: 80 = 2008 model year.

The third and fourth digits represent the week of the year. (Ex. "01" for 1st week in Jan.) model.

The best method for establishing warranty period is by keeping your original receipt. Also register the Fountain online at: www.kascomarine.com

Kasco Marine will have a record of the purchase and will be able to determine whether or not the unit still carries warranty coverage.

Once the warranty coverage has been established, the unit may be sent to any Kasco Authorized Repair Center for evaluation and repair. Please call Kasco Marine at 715-262-4488 prior to shipping.

Kasco Marine, Inc.
800 Deere Rd.
Prescott, WI 54021
Attn: Repairs

Or call Kasco Marine at 715-262-4488 to locate your nearest Authorized Repair Center. You can also email Kasco at sales@kascomarine.com

Note: Only complete motor assemblies will be accepted for warranty repair. The power cord and all other components must be returned with the motor as originally assembled. Any missing parts will be replaced at the customer's expense and, if determined to have caused the failure, could void the entire warranty. Some parts are essential for structural support during shipping and others, such as the power cord, are essential to properly diagnose potential causes of failure. It is not necessary to return the control box or float with the motor assembly.

Please include the Repair Form received from Kasco Marine or your local distributor with the shipment. If no Repair Form is available, include your name and physical address for return delivery of the repaired unit and a daytime phone number and/or e-mail address for correspondence regarding the warranty

claim.

Any expedited shipping method for the return of the unit is at the customer's expense. Kasco Marine will return units repaired under warranty at our expense via ground freight within the continental United States.

Other Repairs:

Most failed equipment can be repaired at substantially lower costs than replacement with new. Please ship according to the instructions in the previous section. Again, it is best to call ahead for a Return Authorization Number and/or Repair Form so we know the repair is coming.

Kasco Marine does estimates on repairs at the request of the customer. The request for estimate should be included in the letter that accompanies the returned unit and must include a daytime phone number and/or e-mail address. Estimate options are as follows:

We will contact the customer with a total after the unit has been evaluated, but before the work is performed. We will repair the unit only if repair costs are under a stated dollar amount. Example: "Please repair if total is under \$150.00 before shipping charges."

All estimates that are rejected for repair will be destroyed unless otherwise directed by the customer. If the customer would like the unit returned, the unit will be restored as closely as possible to the condition in which it was received and shipped at the customer's expense for shipping and handling charges.

Billing:

All non-warranty repairs will be returned to the customer prepaid with Visa or Mastercard or shipped C.O.D. with C.O.D. charges unless otherwise directed. Kasco Marine will contact for credit card information upon completion of the estimate.

All other warranty and repair inquiries should be directed to Kasco Marine, Inc. at 715-262-4488 or sales@kascomarine.com

EXHIBIT B

Troubleshooting Tips

Below are some helpful troubleshooting tips. If a problem occurs, please double check the assembly and installation instructions as well as the instructions for the proper control panel. More troubleshooting tips can be found at www.kasco.com

"My Fountain trips the ground fault interrupter in the C-25, C-85, or C-95."

This is the most common symptom of several possible problems. To correctly diagnose the problem, you will need to collect more information. A Ground Fault Interrupter (GFI) breaker that trips can indicate an electrical service problem, water contamination in the unit and/or cord, bad breaker, control box problems, motor problems, etc. Try to find out the answers to these questions before you contact Kasco to narrow down the problem.

- How long does it take to trip the breaker?
- Does it always take the same amount of time to trip?
- How many times has it tripped?
- Has there been any electrical problems in the area recently?

"My Fountain seems to run slowly."

This can also be a symptom of several possible problems. There could be an electrical problem where the unit is not getting the proper voltage. This could also indicate a problem with the motor of the unit, which needs to be looked at by an Authorized Repair Center. Check that the unit is receiving the proper voltage, and, if so, contact Kasco for further steps.

"My Fountain hums, but will not start. When I spin the prop with a stick, it starts up."

This indicated a problem with the Starting Capacitor. Each Kasco Fountain is equipped with a Starting Capacitor to get the unit going when it is first plugged in. If it is operating, but not spinning and can be started by spinning the prop with a stick, the Starting capacitor needs to be replaced by an Authorized Repair Center.

"My Fountain turns itself off and back on without the timer and without tripping the GFI breaker"

Each Kasco Fountain has a Thermal Overload built in that will turn the unit off when it overheats. Once the unit has cooled down, it will start back up. If

you are noticing these symptoms, the unit should be unplugged immediately because the Thermal Overload will continue to turn on and off until it burns out and damages the motor. The unit should be unplugged and taken out of the water to find the cause of the problem. The problem could be one of many, such as, low water levels, build-up on the unit to prevent heat dissipation, something inhibiting the free rotation of the shaft, etc. If something is caught in the unit or there is a build-up of algae, calcium or organic matter on the unit, remove the debris and, if caught early enough, the unit should be fine. Contact a Kasco representative before restarting the unit.

"My Fountain flow seems to fluctuate and/or be less than usual"

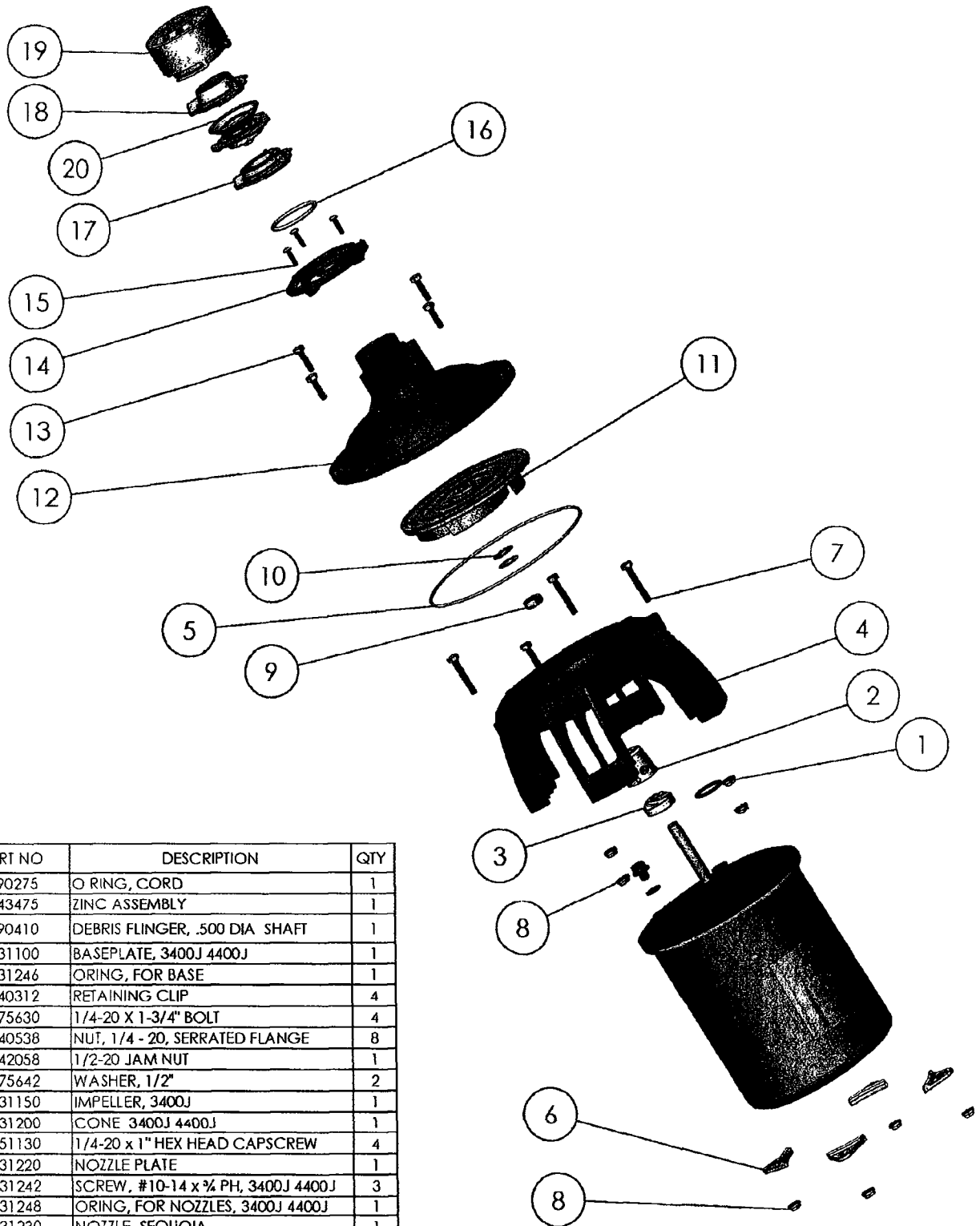
This can occur because of a few different reasons. Most of the time, this symptom is caused from unit being clogged with debris. A mat of weeds, many leaves, plastic bags, etc. can clog up the unit and cause it to be starved of water. If the unit does not have the proper amount of water, the flow or pattern will fluctuate up and down and look sporadic. If you are seeing these symptoms, unplug the unit and clean away the debris that is clogging up the screen. Another possibility if these symptoms are noticed, is a chipped or damaged prop that is causing the unit to wobble and not pump properly. When the unit is unplugged, check the prop for damages and replace if damage is found.

"The GFI breaker trips randomly and sporadically. Sometimes it is a few hours of operation, other times it can be days or weeks."

This is referred to as a Nuisance Trip. This usually occurs where the unit is installed a great distance from the initial electric service on the property where the ground stake is placed. It is caused by either induced current in the ground wire or a base voltage difference due to soil pH levels. To resolve the problem, contact an electrician and install a local grounding stake. This may eliminate the induced current and any base voltage differences. This problem can also be caused by a bad breaker or receptacle or having unbalanced incoming voltage lines.

EXHIBIT B

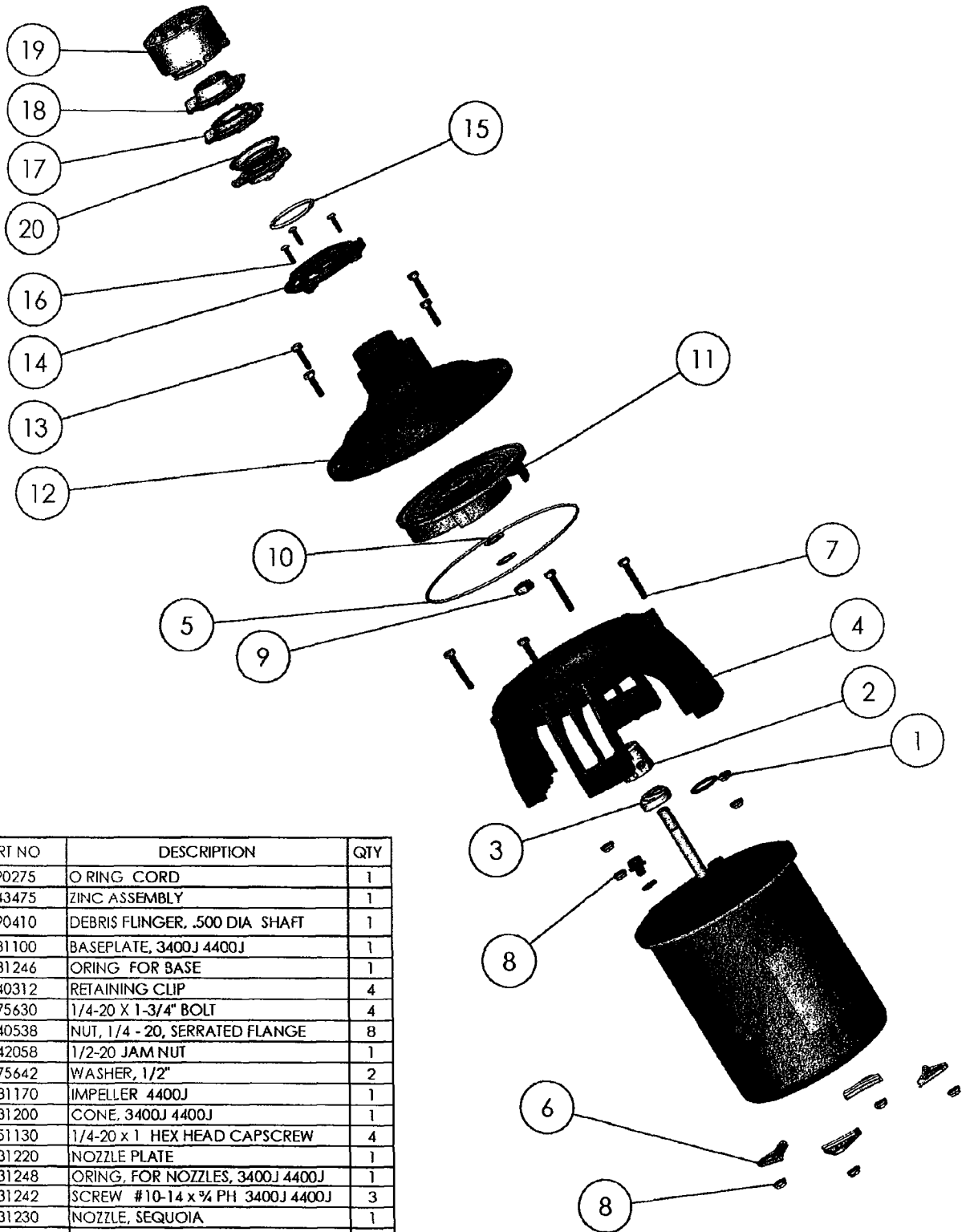
3400J REPLACEMENT PARTS



ITEM NO.	PART NO	DESCRIPTION	QTY
1	990275	O RING, CORD	1
2	243475	ZINC ASSEMBLY	1
3	990410	DEBRIS FLINGER, .500 DIA SHAFT	1
4	431100	BASEPLATE, 3400J 4400J	1
5	431246	ORING, FOR BASE	1
6	140312	RETAINING CLIP	4
7	475630	1/4-20 X 1-3/4" BOLT	4
8	840538	NUT, 1/4 - 20, SERRATED FLANGE	8
9	342058	1/2-20 JAM NUT	1
10	475642	WASHER, 1/2"	2
11	431150	IMPELLER, 3400J	1
12	431200	CONE 3400J 4400J	1
13	451130	1/4-20 x 1" HEX HEAD CAPSCREW	4
14	431220	NOZZLE PLATE	1
15	431242	SCREW, #10-14 x 3/4 PH, 3400J 4400J	3
16	431248	ORING, FOR NOZZLES, 3400J 4400J	1
17	431230	NOZZLE, SEQUOIA	1
18	431234	NOZZLE, BIRCH	1
19	431236	NOZZLE, CYPRESS	1
20	431232	NOZZLE LINDEN ASSEMBLY	1

EXHIBIT B

4400J REPLACEMENT PARTS



ITEM NO.	PART NO	DESCRIPTION	QTY
1	990275	O RING, CORD	1
2	243475	ZINC ASSEMBLY	1
3	990410	DEBRIS FLINGER, .500 DIA SHAFT	1
4	431100	BASEPLATE, 3400J 4400J	1
5	431246	ORING FOR BASE	1
6	140312	RETAINING CLIP	4
7	475630	1/4-20 X 1-3/4" BOLT	4
8	840538	NUT, 1/4 - 20, SERRATED FLANGE	8
9	342058	1/2-20 JAM NUT	1
10	475642	WASHER, 1/2"	2
11	431170	IMPELLER 4400J	1
12	431200	CONE, 3400J 4400J	1
13	451130	1/4-20 x 1 HEX HEAD CAPSCREW	4
14	431220	NOZZLE PLATE	1
15	431248	ORING, FOR NOZZLES, 3400J 4400J	1
16	431242	SCREW #10-14 x 3/4 PH 3400J 4400J	3
17	431230	NOZZLE, SEQUOIA	1
18	431234	NOZZLE, BIRCH	1
19	431236	NOZZLE, CYPRESS	1
20	431232	NOZZLE, LINDEN ASSEMBLY	1

884180



EXHIBIT C

MERCURY DISPLACEMENT INDUSTRIES, INC.

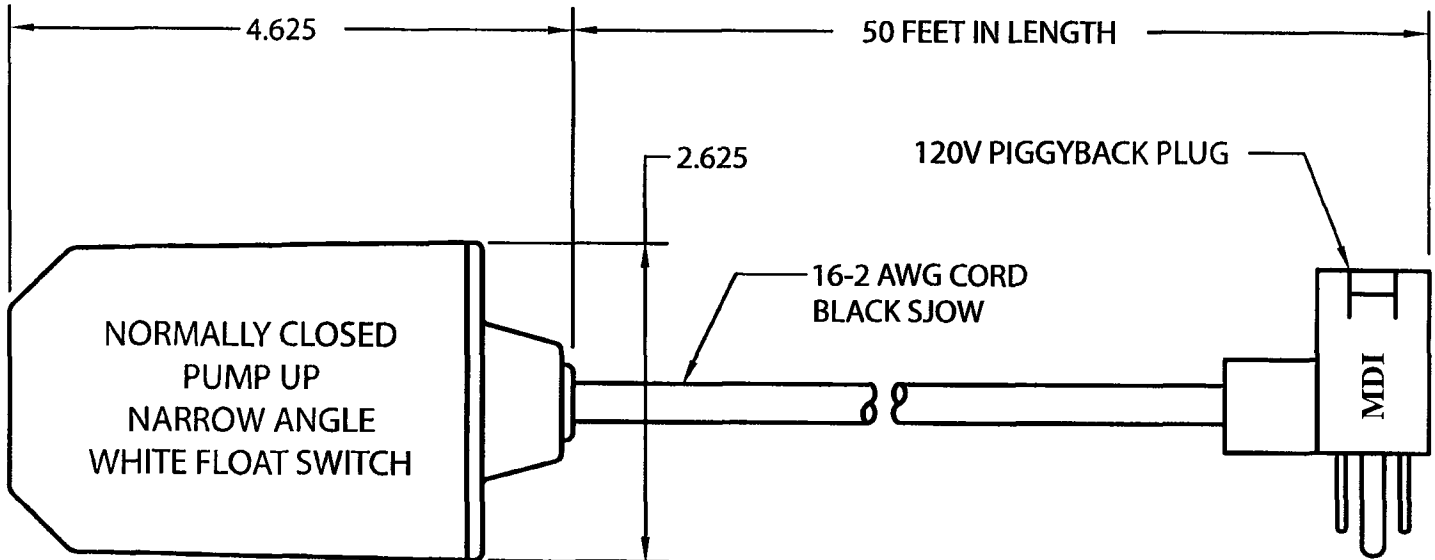
Post Office Box 710 - U.S. 12 East - Edwardsburg, Michigan 49112-0710

Phone (269) 663-8574 - Fax (269) 663-2924

(800) 634-4077

PW2CW50F1

MECHANICAL FLOAT



OPERATING ANGLE: CONTACTS OPEN @ 25° (OR BEFORE) ABOVE HORIZONTAL
CONTACTS CLOSE @ HORIZONTAL

ELECTRICAL RATINGS: 1/2 H.P. @ 120/240 VAC
13 AMPS @ 120/240 VAC 58.8 LRA

FLOAT MATERIAL: A.B.S.



J.J.S. April 29, 2020

Contactors - Relays - Switches

<http://www.mdius.com>

EXHIBIT D

Legal Description

Ryanwood Manor:

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 28; thence South 88°25'24" West along the south line of said Southeast 1/4, 600.00 feet; thence North 01°25'36" West and then along the east line of Outlot 1 of Certified Survey Map No. 4110, 80.00 feet to a point on the north right of way line West Oakwood Road; thence North 88°25'24" East along said north right of way line, 90.000 feet to the point of beginning; Thence North 01°25'36" West, 211.61 feet; thence North 88°34'24" East, 150.00 feet; thence North 11°47'41" West, 234.63 feet; thence North 68°25'55" West, 221.14 feet; thence North 00°21'59" West, 465.00 feet; thence South 89°38'01" West, 700.00 feet to the west line of the East 1/2 of said Southeast 1/4; thence North 00°21'59" West along said west line, 898.44 feet; thence North 89°45'49" East, 779.37 feet; thence South 45°24'34" East, 468.11 feet; thence North 89°45'49" East, 150.00 feet to the west right of way line South 76th - County Trunk Highway "U"; thence South 00°14'11" East along said west right of way line, 343.47 feet; thence South 89°45'49" West, 182.00 feet; thence South 00°14'11" East, 180.00 feet; thence North 89°45'49" East, 182.00 feet to the aforesaid west right of way line; thence South 00°14'11" East along said west right of way line, 20.00 feet; thence South 89°45'49" West, 182.00 feet; thence South 00°14'11" East, 180.00 feet to the north line of Certified Survey Map No. 4108; thence South 89°45'49" West along said north line, 60.00 feet to northwest corner of said Certified Survey Map No. 4108; thence South 00°14'11" East along the west line of said Certified Survey Map No. 4180, 180.00 feet to the southwest corner of said Certified Survey Map No. 4108; thence South 89°45'49" West, 60.00 feet; thence South 00°01'32" West, 210.75 feet; thence North 88°33'42" East, 121.03 feet to the northwest corner of Certified Survey Map No. 1911; thence South 00°14'11" East along the west line of said Certified Survey Map No. 1911, 239.34 feet to the southwest corner of said Certified Survey Map No. 1911; thence North 88°33'42" East along the south line of said Certified Survey Map No. 1911, 182.00 feet to the aforesaid west right of way line; thence South 00°14'11" East along said west right of way line, 60.74 feet; thence South 08°16'54" West along said west right of way line, 101.50 feet to the north right of way line of Oakwood Road; thence South 88°25'24" West along said north right of way line, 125.00 feet; thence South 77°15'47" West along said north right of way line, 206.66 feet; thence South 88°25'24" West along said north right of way line, 109.79 feet to the point of beginning. Containing 1,268,627 square feet (29.1237 acres) of land.

Ryanwood Manor Addition No. 1:

Being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 28; thence South 88°25'24" West along the south line of said Southeast 1/4, 600.00 feet; thence North 01°25'36" West and then along the east line of Outlot 1 of Certified Survey Map No. 4110, 80.00 feet to a point on the north right of way line West Oakwood Road and the point of beginning; Thence continuing North 01°25'36" West along said east line, 223.35 feet to the northeast corner of said Certified Survey Map No. 4110; thence South 88°34'23" West along the north line of Outlot 1 of Certified Survey Map No. 4110, the north line of Outlot 1 of Certified Survey Map No. 4109, the north line of Parcel 1 of Certified Survey Map No. 2190 and the north line of Certified Survey Map No. 436, 711.57 feet to the northwest corner of Certified Survey Map No. 436; thence North 00°21'59" West, 783.70 feet to the southwest corner of Ryanwood Manor, a recorded subdivision; thence North 89°38'01" East along the south line of said Ryanwood Manor, 700.00 feet to the west line of said Ryanwood Manor; thence South 00°21'59" East along said west line, 465.00 feet; thence South 68°25'55" East along said west line, 221.14 feet; thence South 11°47'41" East along said west line, 234.63 feet; thence South 88°34'24" West along said west line, 150.00 feet; thence South 01°25'36" East along said west line, 211.61 feet to the north right of way line of West Oakwood Road; thence South 88°25'24" West along said north right of way line, 90.00 feet to the point of beginning. Containing 624,557 square feet (14.3379 acres) of land.

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

(Addendum to November 22, 2017)
RECORDED DOC. #10813997

This AGREEMENT, made and entered into this 29 day of January, 2021, by and between TI Investors of Franklin Apartments LLC, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City"

WITNESSETH

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit.

Being a part of Lot 2 of Certified Survey Map Number 7905, located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described as follows

Commencing at the Southeast Corner of the said Northeast 1/4 Section, Thence North 00°00'27" West along the East line of the Northeast 1/4 of said Section a distance of 664 17 feet to a point, Thence South 87°39'42" West 80 07 feet to a point on the Westerly right-of-way line of "South 27th Street", said point being the Northeast corner of Parcel 1 of Certified Survey Map No 5794 and the place of beginning of lands hereinafter described;

Thence continuing South 87°39'42" West along the North line of said Certified Survey Map No 5794 a distance of 1241 22 feet to a point on the Easterly right-of-way line of "South 31st Street", Thence North 00°00'31" West along said Easterly right-of-way line 662 82 feet to a point on the South line of Certified Survey Map No 7807, Thence North 87°35'59" East along said South line and its extension 1073.64 feet to a point, Thence South 00°00'27" East 130 00 feet to a point, Thence North 87°35'59" East 149 15 feet to a point on the West right-of-way line of "South 27th Street" as shown on Transportation Project Plat No. 2265-16-20, Thence South 20°32'55" West along said West line 32 80 feet to a point, thence South 00°00'27" East along said West line 375 00 feet to a point, Thence South 10°18'45" East along said West line 111 80 feet to a point, Thence North 89°59'33" East along said West line 10 00 feet to a point, Thence South 00°00'27" East along said West line 17 68 feet to the point of beginning of this description.

The Gross area of said Parcel contains 786,887 Square Feet (or 18 0644 Acres) of land, more or less The Net area of said Parcel after the Right-of-Way dedication of "Road A" contains 709,500 Square Feet (or 16 2878 Acres) of land, more or less

Hereinafter called the "Property"

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D, CSM or Subdivision) known as 7333 S 27th St, Multi-Family hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property, and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 5-8 0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property, and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows

- 1 The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer
- 2 The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of

maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12(2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

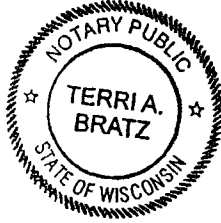
IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written

SEALED IN PRESENCE OF.

By. [Signature], Owner
Name: William A. Wiegerters (Seal)

STATE OF WISCONSIN)ss
Milwaukee COUNTY)

Personally came before me this 29 day of January, 2021, the above named William A. Wiegerters, Inc, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated



Jesse A. Bratz
Notary Public, Milwaukee County, WI
My commission expires. 4/17/21

CITY OF FRANKLIN

By. _____ (Seal)
Name: Stephen R Olson
Title: Mayor

COUNTERSIGNED

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 202_, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No _____, adopted by its Common Council on this ____ day of _____, 202_.

Notary Public, Milwaukee County, WI
My commission expires _____

This instrument was drafted by John M. Bennett,
City Engineer for the City of Franklin

Form approved:

Jesse A. Wesolowski
City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS**

City of Franklin

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No. _____ Fax No _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type. Reinforced concrete			
Corrugated metal pipe			
PVC/HDPE _____			
Masonry			
1. Low flow orifice/trash guard obstructed			
1. Trash guard debris removal necessary			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "A" (Continued)

STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE

I INSPECTION

A Frequency

- a Inspect catch basins, inlets and manholes at least once per year
- b Inspect storm sewer end sections at least twice per year and after major rainfall events

B Inspection

- a. Catch Basins, Inlets and Manholes
 - i Inspect for sediment deposition in the bottom of structures
 - ii Check frames and lids for cracks and wear such as rocking lids or lids moved by traffic and for shifted frames
 - iii Check chimneys for cracked mortar, cracked lift rings and spalling
 - iv Check for leaks at joints
 - v Check surrounding areas for pollutants such as leaks from dumpsters, minor spills and oil dumping.
- b Storm Sewer End sections
 - i. Observe for obstructions, accumulation of sediment and trash, undermining and joint separation
 - ii Inspect end treatment for settlement, scour and displaced armoring

II STANDARD MAINTENANCE

A Catch Basins, Inlets and Manholes

- a. Repair any deterioration threatening structural integrity immediately
- b Replace worn or cracked frames and lids. Frames that have shifted should be re-centered and re-set on the structure
- c. Repair any spalled or cracked mortar. Cracked rings should be repaired or replaced
- d Repair leaking joints
- e Clean manhole and storm inlet inverts of deposited material. Catch basins should be cleaned before the sump is 40 percent full.
- f Remove potential sources of contamination away from catch basins, inlets and manholes

B Storm Sewer End sections

- a End sections should be free flowing, trash, debris and obstructions should be removed to prevent backups.
- b End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary
- c Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
- d Excessive material deposited at the storm sewer outfall is indicative of: a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

III. NON-STANDARD MAINTENANCE

A Non-standard maintenance includes inspection, repair or replacement of buried structures

- a. Televising of buried structures (pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups
- b Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

**LOOMIS BUSINESS PARK / RYAN MEADOWS SUBDIVISION
SOUTHEAST CORNER OF LOOMIS ROAD (STH 36) AND RYAN ROAD
Ryan Meadows Outlot 1: 891-1085-000
Ryan Meadows Outlot 2: 891-1086-000
Ryan Meadows Outlot 3: 891-1087-000
Ryan Meadows Outlot 4: 891-1088-000**

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ Mills Hotel Wyoming, LLC _____, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Being Lot 1, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ AND the Northeast ¼ of the Southwest ¼ AND the Northeast ¼ and the Southeast ¼ of the Northwest ¼, all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property, and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision) known as LOOMIS BUSINESS PARK /RYAN MEADOWS SUBDIVISION hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies

of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

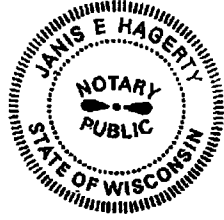
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s)

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF: Mills Hole Wipmng, LLC Owner
By: [Signature]
Name: Stephen E. Mills

STATE OF WISCONSIN)ss.
KENOSHA COUNTY)

Personally came before me this 23rd day of April, 2020 the above named Stephen R. Mills inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]
Notary Public, KENOSHA County, WI
My commission expires: 02/10/2024

CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS
City of Franklin

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2 Embankment erosion			
3 Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe Upstream			
Downstream			
4 Emergency spillway			
6 Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type: Reinforced concrete			
Corrugated metal pipe			
PVC/HDPE			
Masonry			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2 Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "B"
DEPICTION OF THE FACILITIES
PONDS 1-2,4-6

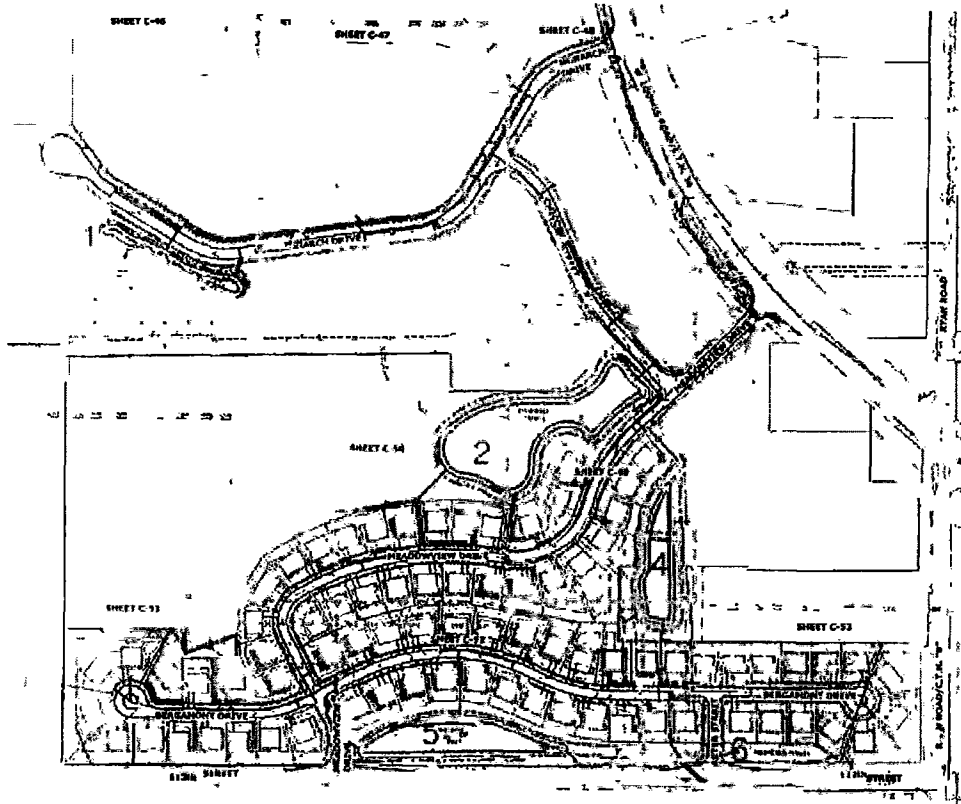


EXHIBIT "C"

DESCRIPTION OF EASEMENT AREA

Outlot 1 of Ryan Meadows Subdivision, Being Lot 1, Lot 2 and Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ AND the Northeast ¼ of the Southwest ¼ AND the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 31 East, City of Franklin, Milwaukee County, Wisconsin.

Outlot 2 of Ryan Meadows Subdivision, Being Lot 1, Lot 2 and Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ AND the Northeast ¼ of the Southwest ¼ AND the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 31 East, City of Franklin, Milwaukee County, Wisconsin.

Outlot 3 of Ryan Meadows Subdivision, Being Lot 1, Lot 2 and Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ AND the Northeast ¼ of the Southwest ¼ AND the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 31 East, City of Franklin, Milwaukee County, Wisconsin.

Outlot 4 of Ryan Meadows Subdivision, Being Lot 1, Lot 2 and Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ AND the Northeast ¼ of the Southwest ¼ AND the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 31 East, City of Franklin, Milwaukee County, Wisconsin.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 5, 2021
Reports & Recommendations	RESULTS OF SURVEY FOR 10570-10961 W. ST. MARTINS ROAD FOR POTENTIAL SANITARY SEWER SERVICE	ITEM NO. 6,5.

BACKGROUND

On March 2, 2021, Common Council directed Staff to solicit affected homeowners and conduct a virtual meeting to discuss a potential project to provide sanitary sewer infrastructure for 10570-10961 W. St. Martins Road. The surveys were distributed and the virtual meeting was held on March 17, 2021. A copy of the presentation PowerPoint is attached. Ten of the fifteen property owners returned a survey by the deadline of March 26.

ANALYSIS

Eight respondents are not interested in having sanitary sewer service, two are in favor, and five did not respond. The No/Yes/None responses for wanting the sewer are as follows:

Response	W. St. Martins	Owner
one	10609	Reutler
No	10629	Sinner
No	10631	Keske
No	10651	Campion
No	10811	Mandella
No	10825	Robaczek
Yes	10831	Edwards
Yes	10845	Kust
No	N/A	Indian Comm. School
No	N/A	Rutkiewicz
None	10941	Neumann
None	10941	Neumann
None	10951	Budzinski
No	10961	Franklin Lions Club
None	10826	Melcher

Note that the two responses in favor of a sewer are not on the eastern end where the sewer could be incrementally installed.

Received comments (no particular order) included:

- *My septic system is working fine The cost also appears to be 2 to 3 times that of a new septic system if mine has to be replaced.*
- *We cannot afford to have this done*
- *Have the ones with a failing septic systems to put in a holding tank like we had to 24 years ago.*
- *We do not have a home on the property in questions so no need for sewer service at this time*
- *No thank you- I do not wish to contract with you. Already harmed by being forced to pay for sewer we do not have.*
- *As a non-profit, this would be an expense not budgeted for a and would take away from Franklin community organizations that could use our fundraising efforts for better use. Or would the city of Franklin have funds to waive this expense if it moves forward?*

- *We heard that the person who initiated this effort bought a house on St. Martins Rd that didn't have city sewer, so he initiated this grass roots effort, and then he sold his house and moved away. The day he knocked on our door, we told him we didn't want sewer. My husband worked as a sub-contractor on the Milwaukee Deep Tunnel Project, and, working with the other contractors, discussions came up about ongoing sewer issues, including grinder pumps. The prevailing opinion was that grinder pumps were known for failing, backing up, clogging, and not enjoying the longevity one would want in something that carries your body waste material away from your home. It sounds like the burden would be on us to handle any breakdowns ourselves, no matter how many times it breaks down. We're not happy about this. We don't want to have to bear the burden of finding someone to work on it — it's not pleasant work — and then clean up or pay for a cleanup of any damage done. We also don't want to have to look forward to that as a lifestyle for the balance of years that we'll be here. For years, our waste system has been working. We have a certain amount of control over it. We have it pumped out when it needs to be pumped out. We can afford the system we have now. We would like to apply that age-old wisdom to our current setup. "Why fix it, if it ain't broke?" With installed sewer, we're certain our real estate taxes will go up permanently. For us and many others, this will add insult to injury because we already pay extra 'fees' on our taxes for sewer we don't have. In addition, we also heard that Waste Management will be adding even more fees to our taxes for this. We don't want this to happen, and those taxes and fees will never be dialed back. In the letter that was sent to us, it says we'll be "given" a grinder pump, then be responsible for its ownership and maintenance. So, we would have to buy a grinder pump. We're told we could buy one of our choice. Whichever one it would be, we would be worried about how good is. Would it be prone to failure? Long or short lifespan? Hard or easy to maintain? Hard or easy to install or replace when that time comes? These things worry us. How much lift will this pump have? We're talking about lifting heavy, slobby, smelly material quite a distance horizontally and vertically. From the little I read about these pumps, a lift of 2 feet is significant, but the lift that would be required here seems Herculean. We don't trust it. And, our house is at the lowest point along St. Martins Road. When homes on either side of us have their pump failures, we're going to be at the bottom of these events. What if it doesn't get installed correctly? We've seen lots of stuff happen in our lives that we never imagined, so we prepare for the worst and hope for the best. Stuff happens. If these things aren't installed correctly, they're never right. When it fails (and we've been told it's not a matter of "if, but "when"), what kind of damage will happen? How many times will it fail? Will it be in the wee hours of the morning? When we're on vacation? Will it be when we're hosting a backyard wedding or birthday, a family reunion or a St. Martins Labor Day Fair celebration? Will it be a windy rain storm or freezing weather with snow and ice covering everything? We don't want to have to always be dreading that day. We were told if sewer came in, we would be forced to connect to it. We can't afford this kind of expense. The finances that were estimated are only a starting point. We don't want to have to live our few remaining years with much of our retirement savings taken away for a project we don't need or want. This kind of home project will never, ever pay for itself. And, when we sell and leave here, we will never get this money returned back to us. In conclusion, we're against this Project. Thank you for allowing us to let you know our thoughts and feelings about this. We do appreciate it.*

OPTIONS

- A. Instruct Staff to prepare construction documents, bid project and prepare an engineer's report for constructing and assessing this project. Or
- B. No-action (place on file). Or
- C. Provide further direction to Staff

FISCAL NOTE

There is \$500,000 in the 2021 budget for sanitary sewer extensions.


RECOMMENDATION

(Option B) Place on File

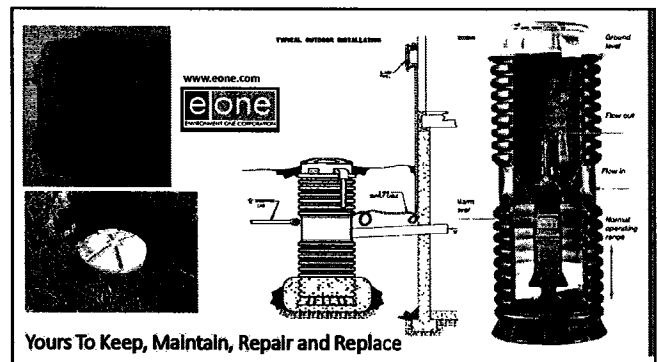
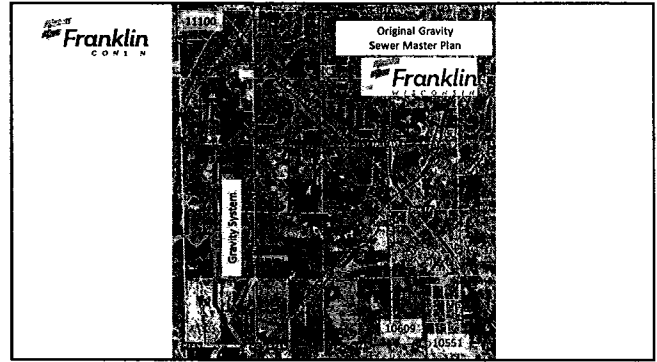
Engineering Department: GEM

Consideration of a Potential Sanitary Sewer Project

10570 10969 W St Martins Road




Aldermen Dan Mayer (2) and John Nelson (6)
Mayor Steve Olson
Utility Superintendent Mike Roberts
Glen E. Morrow, P.E. City Engineer
March 17 2021




W. ST MARTINS ROAD EPS
PRELIMINARY OPINION OF COSTS FOR EACH PROPERTY OWNER

W. St. Martins Address	Owner	Assessable Frontage	Common Access	Per Home Access Rights	Per Home Access Rights	TOTAL PER OWNER
10609	Neuber	176	\$ 18,344	\$ 19,500	\$ 14,500	\$ 52,364
10629	Skinner	389	\$ 19,094	\$ 19,500	\$ 14,500	\$ 53,094
10631	Spier	300	\$ 18,434	\$ 19,500	\$ 14,500	\$ 48,434
10651	Campion	216	\$ 22,537	\$ 19,500	\$ 14,500	\$ 56,537
10818	Mandella	228	\$ 18,372	\$ 19,500	\$ 14,500	\$ 52,372
10815	Hubaczek	300	\$ 18,434	\$ 19,500	\$ 14,500	\$ 48,434
10831	Edwards	300	\$ 18,434	\$ 19,500	\$ 14,500	\$ 48,434
10845	Scott	250	\$ 15,651	\$ 19,500	\$ 14,500	\$ 49,651
N/A	Indian Comm. Sch	150	\$ 15,651	\$	\$	\$ 15,651
N/A	Kudrawicz	300	\$ 18,434	\$	\$	\$ 18,434
10941	Neumann	300	\$ 18,434	\$	\$	\$ 18,434
10941	Neumann	300	\$ 18,434	\$ 19,500	\$ 14,500	\$ 48,434
10951	Budwinski	300	\$ 18,434	\$ 19,500	\$ 14,500	\$ 48,434
10961	Franklin Lions Cl	540	\$ 36,349	\$	\$	\$ 36,349
10826	Melcher	265	\$ 27,600	\$ 19,500	\$ 14,500	\$ 61,600
Total		2604	\$ 272,240	\$ 114,500	\$	\$ 446,740
Common Project Cost			\$ 279,760.00			
Assess \$/ft			\$ 84.26			


Notes:
Prepared by Staff with Assistance from Foth
Common Assessment are elements within the 1/8th of way proportional to all property owners
Per Home Assessment Costs are assessed to costs for each Home that connects and performed by City contractor
Per Home Non Assessment Costs are assumed costs by Homeowners Plumber and Electricians
Assessable Frontage need to be verified and per 207 to the minimum distance 100 ft
Values will be verified in a detailed Engineering Report to be completed later



Financing Facts



- Sanitary Sewer Connection **REQUIRED** when Available
- Vacant Land not required to connect
- (fyi Water Connections Not Required)
- Assessment based on
 - Width of Property (\$10.4k-\$56.3k)
 - Per Home (\$19.5k)
- Actual \$ values determined when bids are received
- Historically, City has offered 12-year loans @ 6% for Sewer Projects
- We only finance the Assessable (\$10.4k + \$19.5k = \$29.9k) (\$3.5k/year)
- You have option of paying up front or financing elsewhere
- You will need to find a plumber and finance the Non-Assessable (\$14.5k budget)



Survey

- This is a SURVEY not a VOTE
 - I am NOT interested in having sewer service from the City of Franklin
 - I am undecided in having sewer service available
 - I am definitely interested in having Franklin sewer Service
- Include Name & Address
- Return to Engineering Department City Hall
 - Self Addressed Stamped Envelope- or
 - Downstairs City Hall
 - Email dengineering@franklinwi.gov
 - Fax (414) 425-3106- attention 'Debbie'
- Due Friday March 26, 2021
- April 6? Common Council meeting



Questions?

Glen E Morrow, PE City Engineer
(414) 425-7510
gmorrow@franklinwi.gov

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<p>APPROVAL</p> <p><i>Slew</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>April 5, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>An Ordinance to Amend the Municipal Code Chapter 80 Animals, to Create Article V Possession of Wild Animals</p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

Attached is a copy of a draft of the above-entitled ordinance. City staff will be present at the meeting for information purposes.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend the Municipal Code Chapter 80 Animals, to Create Article V Possession of Wild Animals

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE CHAPTER 80 ANIMALS, TO
CREATE ARTICLE V POSSESSION OF WILD ANIMALS

WHEREAS, City staff in the Health Department, the Department of City Development and the Legal Services Department having reviewed the Municipal Code with regard to the regulation of wild animals, and having recommended the adoption of an Ordinance to amend Chapter 80 Animals, of the Municipal Code of Franklin, Wisconsin, to create Article V Possession of wild animals; and

WHEREAS, the Common Council having reviewed such proposed Ordinance and having determined same to be reasonable and necessary to protect the public health, safety and welfare.

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

SECTION 1: Chapter 80 Animals, of the Municipal Code of Franklin, Wisconsin, is hereby amended to create Article V Possession of wild animals, and §§80-29 through 80-32, to read as follows:

Article V Possession of wild animals

§80-29 Definitions.

§80-30 Purpose and application.

§80-31 Possession of wild animals prohibited.

§80-32 Penalty for violation of this Article.

§80-29 Definitions.

“Possess” means to own, possess, keep, harbor, or exercise any care, custody, or control of an animal.

“Wild animal” means those species of animal that are not typically domesticated by humans and usually live in nature or outside of one’s residence. Wild animals include, but are not limited to, animals belonging to any or all of the following orders and families:

A. Class Mammalia.

1. Order Chiroptera (bats).
2. Order Artiodactyla (e.g., hippopotamuses, giraffes, camels, deer, cattle, swine, sheep, goats, alpaca, and llama).
3. Order Carnivora.

- a. Family Felidae (e.g., lions, tigers, cougars, leopards, ocelots, servals), but not domestic cats.
 - b. Family Ursidae (e.g., bears).
 - c. Family Mustelidae (e.g., weasels, skunks, martens, minks, wild ferrets), but not the domestic ferret species, *Mustela putorius furo*.
 - d. Family Procyonidae (e.g., raccoons, coatis).
 - e. Family Hyaenidae (e.g., hyenas).
 - f. Family Viverridae (e.g., civets, genets).
 - g. Family Mephitidae (e.g., skunks).
 - h. Family Herpestidae (e.g., mongooses).
4. Order Edentata (e.g., anteaters, armadillos, sloths).
 5. Order Marsupialia (e.g., opossums, kangaroos, wallabies), except sugar gliders.
 6. Order Perissodactyla (e.g., rhinoceroses, tapirs), except domestic horses and donkeys.
 7. Order Primates (e.g., lemurs, monkeys, chimpanzees, gorillas), except humans.
 8. Order Proboscidea (e.g., elephants).
 9. Order Rodentia (e.g., squirrels, beavers, porcupines, prairie dogs), but not guinea pigs, rats, mice, gerbils, and hamsters.

B. Class Reptilia.

1. Order Squamata.
 - a. Family Helodermatidae (e.g., Gila monsters and Mexican beaded lizards).
 - b. Family Varanidae (e.g., monitor lizard).
 - c. Family Elapidae (e.g., coral snakes, cobras, mambas).
 - d. Family Viperidae (e.g., copperheads, cottonmouths, rattlesnakes).
 - e. Subfamily Atractaspidinae (e.g., burrowing asps).
2. Order Crocodilia (e.g., crocodiles, alligators, caimans, gavials).
3. Any constricting snake greater than four feet in length or twenty (20) pounds in weight.
4. Any venomous snake.

C. Class Aves.

1. Order Falconiformes (e.g., eagles, hawks, vultures).
2. Order Rheiformes (e.g., rheas).
3. Order Struthioniformes (e.g., ostriches).

4. Order Casuariiformes (e.g., cassowaries and emus).
5. Order Strigiformes (e.g., owls).
6. Order Galliformes (e.g., turkeys, chickens).
7. Order Anseriformes (e.g., ducks, geese).

D. Class Arachnida.

1. Order Scorpiones.
2. Any of the following members of Order Araneae, Family Therididae:
 - a. Argentina red widow spider: *Latrodectus coralinus*.
 - b. Brown widow spider: *Latrodectus geometricus*.
 - c. Red-black widow: *Latrodectus hasselti*.
 - d. Red widow spider: *Latrodectus bishop*.
 - e. Black widow spider: *Latrodectus mactans*.
 - f. Western widow: *Latrodectus Hesperus*.
3. Brown recluse spider: *Loxosceles reclusa*.

E. Class Chilopoda.

1. Any of the following members of Order Scolopendromorpha, Family Scolopendridae:
 - a. Amazon giant banded centipede: *Scolopendra gigantea*.
 - b. Arizona tiger centipede: *Scolopendra viridis*.
 - c. Florida Keys centipede: *Scolopendra alternans*.
2. Any other venomous chilopoda that is not native to Wisconsin.

F. Any species of the class Insecta that is not native to Wisconsin.

G. Any federal or state endangered or threatened species.

§80-30 Purpose and application.

The purpose of this chapter is to protect the public against health and safety risks that wild animals pose to the community. By their very nature, wild animals are potentially dangerous and do not adjust well to a captive environment. The provisions of this Article V are subject to and do not repeal or amend any other provisions of the Municipal Code specifically pertaining to the animals regulated herein, which provisions were existing upon _____, 2021, the date of adoption of this Article V, including, but not limited to this Chapter 80 Animals, Chapter 183 Orderly Conduct Article III Animals, and Chapter 183

Orderly Conduct Article XVI Rural Areas §183-68 Parking trucks and raising animals.

§80-31 Possession of wild animals prohibited.

No person shall possess a wild animal unless one of the exceptions in subsection A. of this section applies.

- A. Exceptions. This subsection shall not apply to wild animals being kept or harbored on property in compliance with Chapter 80 Animals, Chapter 183 Orderly Conduct Article III Animals, and Chapter 183 Orderly Conduct Article XVI Rural Areas §183-68 Parking trucks and raising animals of this Municipal Code, persons who are temporarily exhibiting wild animals in the city pursuant to a valid license issued by the state of Wisconsin under Chapter 169, Wisconsin Statutes, institutions accredited by the American Zoo and Aquarium Association, veterinarians who possess a valid license from the state of Wisconsin under Chapter 89, Wisconsin Statutes, state licensed veterinary hospitals or clinics, state licensed circuses, state licensed or accredited research or medical institutions, state licensed or accredited educational institutions, an animal certified as having been specially trained to assist an individual with a disability, any government-owned or government-operated facility, volunteers working on behalf of a government-owned or government-operated facility, a person with a valid federal permit to possess a particular wild animal, or a person temporarily transporting a wild animal through the city if the transit time is not more than twenty-four (24) hours and the wild animal is at all times maintained within a confinement sufficient to prevent the wild animal from escaping.
- B. Registration. Any person that meets the exceptions listed in subsection A. of this section shall register each wild animal that he/she possesses within the City of Franklin with the Police Department. The registration information shall include: the type of wild animal; a description of the wild animal, including size, color, and name of the animal; and the name and address of the wild animal's owner or custodian.
- C. Escape.
 - 1. If a wild animal escapes the possession of a person, the person shall notify the Franklin Police Department immediately

of the following information: the type of wild animal; a description of the wild animal, including size, color, and name of the animal; the nature of how the wild animal escaped; the name and address of the wild animal's owner or custodian; and the location and time where the wild animal was last observed. If the wild animal returns to the possession of a person after notification to the Franklin Police Department, the person shall notify the Franklin Police Department immediately that the wild animal has returned to the person's possession.

2. Costs. Upon the escape of a wild animal, any person possessing such wild animal shall be responsible for the costs of the seizure, detention, and disposal of the wild animal and any city response to the report of escape.

D. Prohibition Against Release. No person may permit a wild animal to run at large. Any wild animal running at large shall be subject to seizure, detention, and disposal.

§80-32 Penalty for violation of this Article.

Any person, firm, partnership, or corporation who violates any part of this Article shall be subject to the penalty and enforcement provisions in §1-19 Penalty provisions, of this Code and any other enforcement actions available pursuant to law.

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 _____, 2021, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

ORDINANCE NO. 2021-_____
Page 6

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 04/05/2021
Reports & Recommendations	AWARD PLEASANT VIEW PARK IMPROVEMENTS TO WESTERN CONTRACTORS FOR \$424,527.00	ITEM NO. <i>G.7.</i>

BACKGROUND

Bids for the Pleasant View Park Improvements were received on March 10, 2021.

ANALYSIS

Five bids were received. The alternate bid considered additional stormwater work that may have been required but later found to not be needed.

Western Contractors is the apparent low bidder. GRAEF has provided a recommendation of award with a spreadsheet showing unit prices for all bid items.

<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Bidder</u>
\$424,527.00	\$472,977.00	Western Contractors
\$431,670.72	\$516,164.72	Payne & Dolan
\$490,553.00	\$526,053.00	The Wanasek Corp
\$495,640.00	\$623,317.00	Pablocki Paving
\$550,156.00	\$639,164.00	Super Western

This project has an approved budget of \$300,000 that includes \$141k of park impact fees. There are not sufficient funds to award this project. Note that the budget was set before the project scope was set.

Staff has reviewed the bids and propose that the trash containers, benches, picnic tables, and dumpster pad be removed from the project as we can provide with other funds and/or self-perform later. This would be a **Change Order No. 1 deduction of \$28,200** resulting in a project of **\$396,327.00**. This is still above the appropriation of \$300,000. Note that a 15% reduction in project would be \$360,847.95, likewise above the \$300,000 appropriation.

OPTIONS

- A. Reject all bids, revise the scope and rebid. Or
- B. Prepare a resolution to award bid to Western Contractors and make it contingent on contractor to accept a change order deduction of \$28,200. Or
- C. Other direction to staff.

FISCAL NOTE

There are not sufficient funds to award this project. Finance will have some suggestions on where to identify additional resources.

RECOMMENDATION

Action at the will of the Common Council.

Engineering Department: GEM



collaborate / formulate / innovate

March 31, 2021

Mr. Glen Morrow
Director of Public Works
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

SUBJECT: Pleasant View Park Improvements
Recommendation of Award

Dear Mr. Morrow:

GRAEF attended the bid opening for the Pleasant View Park Improvements project on March 10th. Five bids were received for the project. The bids for the base bid ranged in price from \$424,527.00 to \$550,164.00, with the average bid of \$478,510.94. Our opinion of probable cost for the project was \$514,205.00. Western Contractors submitted a base bid of \$424,527.00. This is a reasonable bid for this project. The mandatory alternate bid is no longer needed as MMSD approved the stormwater management plan for the project with no stormwater modifications.

In summary, GRAEF recommends award of Pleasant View Park Base Bid No. 1 to Western Contractors for \$424,527.00 and reject the Mandatory Alternate bid No. 1. Should you have any further questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael N. Paulos".

Michael N. Paulos, P.E., LEED AP, CDT
Principal

Enclosure Bid Tabs

Bid: Pleasant View Park Improvements

Opening: 3/10/2021, 4:00 p.m.

Place: City of Franklin, Wisconsin

Bidders	Bid Bond (5%)	Addendum No. 1	Total Base Bid	Mandatory Alternate Bid
Payne & Dolan	X	X	\$431,670 72	\$84,494 00
Western Contractors	X	X	\$424,527 00	\$48,450 00
Poblocki Paving Corporation	X	X	\$495,640 00	\$127,677 00
The Wanasek Corp.	X	X	\$490,553 00	\$35,500 00
Super Western	X	X	\$550,164 00	\$89,000 00

City of Franklin- Pleasant View Park Improvements
Bid Tabulation

NO.	ITEM DESCRIPTION (BASE BID NO. 1)	UNIT	ESTIMATED QUANTITY	Western Contractors		Payne & Dolan		The Wanasak Corp.		Poblocki Paving Corp.		Super Western	
				BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE
1	1-inch diameter PVC Storm Sewer	L.F.	175	\$40.00	\$7,000.00	\$25.00	\$4,375.00	\$55.00	\$9,625.00	\$32.00	\$5,600.00	\$35.00	\$6,125.00
2	1-inch diameter Polyethylene PVC Drain Tile	L.F.	475	\$55.00	\$26,125.00	\$10.00	\$4,750.00	\$30.00	\$14,250.00	\$12.00	\$5,700.00	\$11.00	\$5,225.00
3	12-inch diameter PVC SDR 35 Storm Sewer	L.F.	290	\$95.00	\$27,550.00	\$35.00	\$10,150.00	\$55.00	\$15,950.00	\$42.00	\$12,270.00	\$37.00	\$10,730.00
4	18-inch diameter precast concrete curb w/ frames and grate	EACH	5	\$2,500.00	\$12,500.00	\$3,000.00	\$15,000.00	\$2,500.00	\$12,500.00	\$4,500.00	\$22,500.00	\$3,700.00	\$18,500.00
5	14x23-inch diameter Precast HERCOP Check V	L.F.	14	\$120.00	\$1,680.00	\$75.00	\$1,050.00	\$150.00	\$2,100.00	\$70.00	\$980.00	\$65.00	\$910.00
6	8" PVC Checkvalve	EACH	4	\$600.00	\$2,400.00	\$1,400.00	\$5,600.00	\$450.00	\$1,800.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00
7	Checkvalve and Checkring	L.S.	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
8	Topsoil Striping and Staking	L.S.	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$24,400.00	\$24,400.00	\$15,700.00	\$15,700.00
9	Site Grading	L.S.	1	\$27,000.00	\$27,000.00	\$50,000.00	\$50,000.00	\$4,000.00	\$4,000.00	\$58,800.00	\$58,800.00	\$78,000.00	\$78,000.00
10	Remove All Existing Pavement	L.S.	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,051.00	\$1,051.00
11	Erosion Control	L.S.	1	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00	\$22.00	\$22.00
12	14-inch Crushed Aggregate Base Course	Ton	775	\$27.00	\$20,925.00	\$19.31	\$14,965.25	\$27.00	\$20,925.00	\$47.00	\$36,465.00	\$40.00	\$31,400.00
13	14-inch Crushed Aggregate Base Course	Ton	135	\$33.00	\$4,455.00	\$44.00	\$5,940.00	\$45.00	\$6,075.00	\$48.00	\$6,480.00	\$40.00	\$5,400.00
14	31-inch Vertical Hydraulic Concrete Curb & Gutter	L.F.	115	\$35.00	\$4,025.00	\$45.00	\$5,175.00	\$45.00	\$5,175.00	\$45.00	\$5,175.00	\$40.00	\$4,600.00
15	31-inch Vertical Hydraulic Concrete Curb & Gutter	L.F.	14	\$35.00	\$490.00	\$45.00	\$630.00	\$45.00	\$630.00	\$45.00	\$630.00	\$40.00	\$560.00
16	Vertical Hydraulic Concrete Curb & Gutter	L.F.	6	\$40.00	\$240.00	\$45.00	\$270.00	\$45.00	\$270.00	\$45.00	\$270.00	\$40.00	\$240.00
17	31-inch Precast Concrete Sidewalk	S.Y.	410	\$50.00	\$20,500.00	\$45.00	\$18,450.00	\$70.00	\$28,700.00	\$84.00	\$34,320.00	\$75.00	\$30,750.00
18	2-inches of 41T 8x38 2 Asphalt Pavement	TON	180	\$110.00	\$19,800.00	\$104.00	\$18,720.00	\$115.00	\$20,700.00	\$108.00	\$19,440.00	\$110.00	\$19,800.00
19	2-inches of 41T 8x38 2 Asphalt Pavement	TON	70	\$117.00	\$8,190.00	\$115.00	\$8,050.00	\$120.00	\$8,400.00	\$120.00	\$8,400.00	\$115.00	\$8,050.00
20	Pavement Striping	L.S.	1	\$300.00	\$300.00	\$275.00	\$275.00	\$450.00	\$450.00	\$650.00	\$650.00	\$2,250.00	\$2,250.00
21	2-inch Endstone Pkg Construction	L.S.	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$14,775.00	\$14,775.00	\$8,442.00	\$8,442.00
22	Slits and Rolling	L.S.	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$5,800.00	\$5,800.00
23	Polehole Court	L.S.	1	\$104,500.00	\$104,500.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00	\$19,000.00	\$19,000.00	\$17,500.00	\$17,500.00
24	Planer Trees, vehicle permeable	L.S.	1	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$28,800.00	\$28,800.00	\$17,150.00	\$17,150.00
25	Black Inlay	S.Y.	100	\$5.00	\$500.00	\$4.50	\$450.00	\$3.50	\$350.00	\$6.00	\$600.00	\$2.50	\$250.00
26	Planer Trees, vehicle permeable	S.Y.	800	\$1.80	\$1,440.00	\$1.88	\$1,504.00	\$2.00	\$1,600.00	\$2.25	\$1,800.00	\$2.10	\$1,680.00
27	Planer Trees	S.Y.	7,800	\$3.00	\$23,400.00	\$1.10	\$8,580.00	\$1.75	\$13,650.00	\$3.00	\$23,400.00	\$1.00	\$7,800.00
28	Lawn seed	S.Y.	800	\$4.00	\$3,200.00	\$5.25	\$4,200.00	\$5.25	\$4,200.00	\$12.00	\$9,600.00	\$7.25	\$5,800.00
29	Lawn seed	S.Y.	800	\$5.00	\$4,000.00	\$6.25	\$5,000.00	\$6.25	\$5,000.00	\$12.00	\$9,600.00	\$7.25	\$5,800.00
30	Aluminum Edger	L.F.	150	\$700.00	\$105,000.00	\$600.00	\$90,000.00	\$1,000.00	\$150,000.00	\$1,000.00	\$150,000.00	\$1,000.00	\$150,000.00
31	Steel Vertical Court	L.S.	1	\$12,450.00	\$12,450.00	\$14,437.87	\$14,437.87	\$11,700.00	\$11,700.00	\$20,300.00	\$20,300.00	\$14,800.00	\$14,800.00
32	Planer Trees	L.S.	1	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00	\$9,300.00
33	Planer Trees	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
34	Planer Trees	L.S.	1	\$750.00	\$750.00	\$440.00	\$440.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
35	Planer Trees	L.S.	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
36	Remove Sidewalk and Reinstalling	L.S.	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
				Total Base Bid Price (through 36)		\$49,827.00		\$49,827.00		\$49,827.00		\$49,827.00	

NO.	ITEM DESCRIPTION (MANDATORY ALTERNATE BID NO. 01)	UNIT	ESTIMATED QUANTITY	Western Contractors		Payne & Dolan		The Wanasak Corp.		Poblocki Paving Corp.		Super Western	
				BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE
37	Dewatering	L.S.	1	\$11,000.00	\$11,000.00	\$1,100.00	\$1,100.00	\$7,500.00	\$7,500.00	\$4,200.00	\$4,200.00	\$2,000.00	\$2,000.00
38	Perd Extension Construction	L.S.	1	\$24,250.00	\$24,250.00	\$70,500.00	\$70,500.00	\$7,500.00	\$7,500.00	\$89,772.00	\$89,772.00	\$48,700.00	\$48,700.00
39	Topsoil Striping and Staking	L.S.	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$12,500.00	\$12,500.00	\$7,800.00	\$7,800.00
40	Turf Restoration	S.Y.	1,800	\$4.00	\$7,200.00	\$2.58	\$4,644.00	\$5.00	\$9,000.00	\$4.70	\$8,460.00	\$4.00	\$7,200.00
41	Medium Riprap	C.Y.	50	\$70.00	\$3,500.00	\$115.00	\$5,750.00	\$96.00	\$4,800.00	\$60.00	\$3,000.00	\$104.00	\$5,200.00
				Total of Alternate Bid No. 01 (through 41)		\$49,850.00		\$49,850.00		\$127,877.00		\$89,000.00	

NO.	ITEM DESCRIPTION	UNIT	MAXIMUM UNITS	Western Contractors		Payne & Dolan		The Wanasak Corp.		Poblocki Paving Corp.		Super Western	
				BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE	BID UNIT PRICE	TOTAL ESTIMATED PRICE
1	Undersized Excavation	C.Y.	200	\$10.00	\$2,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$30.00	\$6,000.00	\$40.00	\$8,000.00
				TOTAL OF BASE BID NO. 1 PRICES OF (1-46)		\$49,827.00		\$49,827.00		\$49,827.00		\$49,827.00	
				TOTAL OF MANDATORY ALTERNATE BID PRICES (17-41)		\$49,850.00		\$49,850.00		\$127,877.00		\$89,000.00	
				TOTAL OF ALL ESTIMATED PRICES		\$49,877.00		\$49,877.00		\$177,704.00		\$138,827.00	

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 5, 2021
Reports & Recommendations	RESOLUTION TO EXECUTE CHANGE ORDER NO. 1 TO DF TOMASINI CONTRACTORS, INC. FOR THE CONSTRUCTION OF 2020 MARQUETTE AVENUE ROAD IN THE AMOUNT OF \$103,348.82	ITEM NO. <i>G. 8.</i>

BACKGROUND

On November 2, 2020, Common Council awarded a construction contract to DF Tomasini for the construction of Marquette Avenue. The notice to proceed was set for April 1, 2021 and ready for substantial completion on July 31, 2021. Contract documents have subsequently been revised for additional pedestrian safety and additional earthwork.

ANALYSIS

- \$737,954.90- Amount of bid awarded to contractor
- +\$72,176.82- Roadway construction. Addition to earthwork required but not in contract and additional sidewalk for pedestrian safety.
- +\$12,576.00- Addition of storm sewer needed that would be needed for plans during permitting
- +\$12,591.00- Increasing pipe thickness for sanitary sewer system- requested by Staff due to depth.
- +\$ 6,005.00- Change in plan quantities for watermain connections.
- \$841,303.72- Total amount of City's portion of construction costs

Substantial Completion is moved from July 31 to August 20, 2021. This date is still before the start of the school year.

Another change order will follow to reduce engineering fees from Lynch Engineering of approximately \$58,000.00 to establish a contingency budget. The City will perform inspection services.

OPTIONS

- A. Authorize Change Order No. 1 in the amount of \$103,348.82 to DF Tomasini
- B. Provide other direction to Staff.

FISCAL NOTE

There is \$924,955 available for this project. Considering the reduction of inspection from Lynch's contract, there is over \$33,000 left for construction contingencies.

RECOMMENDATION

(Option A) Resolution 2021-_____, a resolution to execute Change Order No. 1 to DF Tomasini Contractors, Inc. for the construction of 2020 Marquette Avenue in the amount of \$103,348.82 and extend the substantial completion date to August 20, 2021.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION TO EXECUTE CHANGE ORDER NO. 1 TO
DF TOMASINI CONTRACTORS, INC. FOR THE CONSTRUCTION OF 2020
MARQUETTE AVENUE ROAD IN THE AMOUNT OF \$103,348.82

WHEREAS, the City of Franklin awarded a contract to DF Tomasini Contractors, Inc. for the 2020 Marquette Avenue Road Project; and

WHEREAS, the project was a unit price contract totaling \$737,954.90 per the bid quantities; and

WHEREAS, changes in planned quantities for roadway, storm, sanitary, and watermain items are needed that result in an increase of \$103,348.82; and

WHEREAS, the additional time is needed for permitting and an extended completion date will still be before the start of the school year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that a contract Change Order No. 1 be approved to DF Tomasini Contractors, Inc. in the amount of \$103,348.82 increase and an additional 20 calendar days for the 2020 Marquette Avenue Road project.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

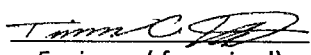
Date of Issuance: April 2, 2021	Effective Date: April 5, 2021
Owner: City of Franklin	Owner's Contract No.:
Contractor: DF Tomasin Contractors, Inc.	Contractor's Project No.:
Engineer: Lynch & Associates	Engineer's Project No.: 20.1013
Project: Marquette Avenue Road Project	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Plan and quantity changes based on final design. See description of changes for a breakdown of the revisions. The change order includes a time extension to account for the additional permitting time needed. This additional time will not affect the start of school in the fall.

Attachments: Description of Changes.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>737,954.90</u>	Original Contract Times: Substantial Completion: <u>July 31, 2021</u> Ready for Final Payment: <u>July 31, 2021</u> days or dates
Increase from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>737,954.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 31, 2021</u> Ready for Final Payment: <u>July 31, 2021</u>
Increase of this Change Order: \$ <u>103,348.82</u>	Increase of this Change Order: Substantial Completion: <u>20</u> Ready for Final Payment: <u>20</u>
Contract Price incorporating this Change Order: \$ <u>841,303.72</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 20, 2021</u> Ready for Final Payment: <u>August 20, 2021</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Principal</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>April 2, 2021</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Change Order 1: Description of Changes

Final Plan Quantities and Plan Changes

- The final engineering plans included scope and quantity changes to complete Marquette Avenue. The work associated with the adjacent subdivision is not included. The following is a breakdown of changes by category:

Roadway Construction \$72,176.82

Includes additional common excavation based on plan quantity and the addition of sidewalk, detectable warning fields and a concrete flume.

Storm Sewer \$12,576.00

Includes the relay of an existing storm sewer, additional inlets and the associated storm sewer for the added inlets. Additional storm sewer to support the combined development stormwater plan has been added to the plans at the developer's expense.

Sanitary Sewer \$12,591.00

Includes a change in pipe material based on depth of sewer. Additional laterals have been added to the plans at the developer's expense.

Watermain \$6,005.00

Includes a change in plan quantities. Additional services have been added to the plans at the developer's expense.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/05/2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Common Council Administrative Policies and Procedures (Aldерwoman Wilhelm)</p>	<p>ITEM NUMBER</p> <p>G.9.</p>

Alderwoman Wilhelm has requested that an item be placed on this Common Council meeting agenda for review of previous Policies and Procedures. It is common practice to review and update such adopted actions on a regularly scheduled basis. This is especially important if new laws have been adopted at the State or local level.

Attached is an index of Administrative Policies and Procedures from 2000 through 2003, with the source of approval including the Common Council, the Mayor, and the Director of Administration.

COUNCIL ACTION REQUESTED

As the Common Council deems appropriate.

ADMINISTRATIVE POLICY/PROCEDURES INDEX

2000

- 102-00-001 **Requests for Information for Elected and Other City Officials**
- 101-00-002 **Aldermen Notification on Seminars**

2001

- 101-01-001 **Vacation/Leave Time Notice**

2002

- 102-02-001 **Notification to Aldermen of City Development Activities and Complaints**
- 102-02-002 **Common Council Confirmation of Certain City Appointments**

2003

- 102-03-001 **City Cell Phone Use Policy (Approved 5-6-03)**
- 102-03-002 **City Newsletter Article Insertion Policy-(Not adopted yet)**
- 147-03-003 **Data Processing Procedures**
- 102-03-004 **Inclusion of all Documents for Agenda Items for City of Franklin Meetings (Approved 5-6-03)**
- 101-03-005 **Conference/Seminar Attendance Follow-Up Summary Report**
- 102-03-006 **Annual Review of Department Head Performance Evaluations (Approved 6-3-03)**
- 102-03-007 **Voucher Payment Approval Policy (Approved 7-1-03)**
- 102-03-008 **Flex-Time Policy (Approved 9-23-03)**
- 102-03-009 **Qualifications Determination – Volunteers (Approved 9-23-03)**

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 5, 2021
Reports & Recommendations	APPLICATION FOR BLOOMBERG PHILANTHROPIES ASPHALT ART INITIATIVE	ITEM NO. <i>G.10.</i>

BACKGROUND

The Board of Public Works (BOPW) has been investigating low-cost ways to calm traffic in Franklin. The methods will be evaluated this year by comparing speed studies before and after each method is implemented. One item considered at the March meeting was a grant from the Bloomberg Philanthropies Asphalt Art Initiative. This program “helps cities create arts-driven street redesigns that can improve traffic safety, develop vibrant public spaces, and engage residents of their communities.” As part of this year’s program, Bloomberg Philanthropies will provide as many as 20 U.S. cities up to \$25,000 each for projects that use art and design to improve street safety, revitalize public spaces, and engage residents of their communities. <https://asphaltart.bloomberg.org/> has more details for the program. The deadline for submission is Friday, April 30, 2021.

The BOPW decided it was most appropriate to ask the Franklin Public Schools if they would paint street murals on asphalt in front of each school. The idea would be that each school would be in competition for school pride. City Staff posed the question to School Staff and per Mr. Milzer, Director of Business Services, they are only interested in the location of S. 51st street, in front of the High School. It is felt that the quality and enthusiasm might be lacking for the lower grades.

ANALYSIS

Franklin could just submit the 51st Street location, or alternate locations may be recommended. One example might be the St. Martins Fair area (W. St. Martins Road and W. Church Street). Adding this method to studying effective speed reduction ideas (comparison of speed studies before and after implementation) could be effective in obtaining a grant.

Staff assumes that each mural would be 10 gallons or less. Using pavement grade paint, this is approximately \$_____ per location. DPW staff would donate use of barricades for volunteers to use when the painting occurs. Staff would also work with the volunteers for detour plans and any needed waivers for working in the right-of-way.

OPTIONS

- A. Instruct Staff to work with the Board of Public Works and submit a grant application for the following locations: _____, _____, and _____ . Or
- B. Instruct Staff to not submit a grant application (place on file). Or
- C. Provide further direction to Staff.

FISCAL NOTE

A future budget amendment would be needed if a grant is received.

RECOMMENDATION

(Option A) Instruct Staff to work with the Board of Public Works and submit a Bloomberg Philanthropies Asphalt Art Initiative grant application for the following locations: _____, _____, and _____.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MTG. DATE</p> <p>04/05/2021</p>
<p>Reports & Recommendations</p>	<p>RESOLUTION TO SIGN AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH VILLAGE OF HALES CORNERS TO RECONSTRUCT A PORTION OF W. COLLEGE AVENUE BETWEEN S. 108TH STREET (USH45\WI-100) AND S. 92ND STREET FOR \$24,000</p>	<p>ITEM NO.</p> <p>G.11.</p>

BACKGROUND

The Village of Hales Corners is preparing a road reconstruction project for W. College Avenue in 2021. They have solicited contractors and have awarded a contract. Late in the process, it was observed that a portion of this roadway is within the control of the City of Franklin. Franklin has already approved the 2021 budget and is in the process of awarding a 2021 Road Program and 2021 funds are not readily available for W. College Avenue.

ANALYSIS

The enclosed DRAFT intergovernmental agreement (IGA) provides that Franklin would reimburse Hales Corners for the cost of construction. It is expected to be less than \$24,000, but it is a unit price contract and Franklin would pay the actual amount over or under that estimate.

The draft IGA includes language (item 10) that Franklin shall reimburse Hales Corners within 30 days of an invoice. Staff proposes that this clause be negotiated so that payment would be submitted in 2022.

OPTIONS

- A. Sign intergovernmental agreement as drafted; or
- B. Authorize IGA if a 2022 payment is negotiated; or
- C. Other direction to staff.

FISCAL NOTE

If 2022 payment is negotiated, this will be added to the 2022 proposed budget. A 2021 payment before the actual costs for the Franklin Road Program is completed is not advisable.

RECOMMENDATION

(Option B) instruct Staff to negotiate a clause for 2022 reimbursement then adopt Resolution 2021-____, a resolution to authorize an agreement with Village of Hales Corners to reconstruct a portion of W. College Avenue between S. 108th Street (USH45\WI-100) and S. 92nd Street for \$24,000.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021- _____

RESOLUTION TO SIGN AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH
VILLAGE OF HALES CORNERS TO RECONSTRUCT A PORTION OF
W. COLLEGE AVENUE BETWEEN S. 108TH STREET (USH45\WI-100)
AND S. 92ND STREET FOR \$24,000

WHEREAS, Village of Hales Corners intends to is preparing a road reconstruction project for W. College Avenue between S. 108th Street (USH45\WI-100) and S. 92nd Street in 2021; and,

WHEREAS, a portion of this project is within the corporate municipal boundaries and responsibility of the City of Franklin; and,

WHEREAS, the Village of Hales Corners will award and manage a contract to make improvements for all of the right-of-way; and,

WHEREAS, an Intergovernmental Cooperation Agreement sets forth the understanding of both parties for completion of the project and reimbursement procedures.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an Intergovernmental Cooperation Agreement authorizing Village of Hales Corners to reconstruct a portion of W. College Avenue between S. 108th Street (USH45\WI-100) and S. 92nd Street, and,

BE IT FURTHER RESOLVED that the City Clerk is directed to send the signed agreement to the Village Manager of the Village of Hales Corners.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____
NOES _____
ABSENT _____

INTERGOVERNMENTAL COOPERATION AGREEMENT

This AGREEMENT made and entered into this _____ day _____ of 2021 by and between the VILLAGE OF HALES CORNERS, 5635 South New Berlin Road, Hales Corners, WI 53130 (VOHC) and the CITY OF FRANKLIN, 9229 West Loomis Road, Franklin, WI 53132 (COF), municipal corporations organized and existing under and by virtue of the laws of the constitution and laws of the State of Wisconsin (collectively, the "PARTIES"):

WITNESSETH:

WHEREAS, portions of West College Avenue between South 108th Street (USH45\WI-100) and South 92nd Street are within both the VOHC and COF; and,

WHEREAS, the PARTIES desire to make certain public improvements in this roadway (the "PROJECT"); and

WHEREAS, the purpose of this AGREEMENT is to set forth the understanding of the PARTIES with respect to the PROJECT.

NOW, THEREFORE, it is agreed by and between the PARTIES as follows:

1. The PROJECT improvements to be constructed in West College Avenue from a point approximately 320 feet east of the centerline of South 108th Street (STH 100\USH 45) to a point approximately 2,345 feet east of South 108th Street (STH 100\USH 45) are as follows:
 - A. Concrete Milling of the existing 4" of surface
 - B. Cracking and seating of the remaining 4" of concrete
 - C. Installation of new asphalt 4" pavement
 - C. All other items of work necessary to construct the PROJECT per plans and specifications (collectively, the "IMPROVEMENTS").
2. Subject to the terms and conditions of this AGREEMENT, the VOHC shall be the lead municipal agency for the design, construction, and inspection of the IMPROVEMENTS.
3. The VOHC has prepared plans and specifications for the IMPROVEMENTS in a manner approved by the Board of Trustees of the VOHC; thereafter, and except as otherwise provided herein, and advertised for bid.
4. The plans and specifications for advertising, taking of bids, award, and construction improvements are in accordance with standard engineering and public works

practices, and the applicable statutes of the State of Wisconsin.

5. Bids for the IMPROVEMENTS were opened on January 13, 2021 and upon review were deemed reasonable by the VOHC and awarded the construction agreement to Payne and Dolan, Inc., the lowest responsible bidder. Construction agreement approved by Resolution 21-02.
6. The COF shall pay to the VOHC, the COF's share of the actual construction costs of the IMPROVEMENTS determined to be 9.89% of all road improvements costs and necessary restoration materials. The schedule of the project costs of the IMPROVEMENTS and the COF's payment obligation with respect thereto is set forth on Exhibit 'A', which is attached hereto and incorporated herein by reference. Actual construction costs shall be calculated by the VOHC.
4. Unless otherwise mutually agreed to by VOHC and the COF, the total PROJECT costs to the COF shall not exceed \$25,000 and shall be based upon the actual costs of the IMPROVEMENTS and necessary restoration materials.
5. The term "actual costs" as used in this AGREEMENT, includes, without limitation because of enumeration, all contract payments, labor, material and equipment costs, design, engineering, inspection, administration, legal services, and any other item of direct or indirect costs which may reasonably be attributed to the IMPROVEMENTS, and the costs of any auxiliary work which may, in the judgment of the VOHC, prove to be necessary in connection therewith.
6. The COF shall be billed for all construction costs at the time that said portion of the construction costs are due under the construction contract based on contract unit prices, with a final accounting being done at the end of the PROJECT.
7. If the COF's progress payments as to estimated costs is not sufficient to cover its share of the actual costs of the IMPROVEMENT(s), the VOHC shall bill the COF the amount of the insufficiency, and COF shall pay the same within thirty (30) days of receipt of the bill. If the said payments exceed the COF's share of the actual costs of the IMPROVEMENT(s), the VOHC shall refund the amount of the excess to the COF within thirty (30) days of acceptance of the IMPROVEMENT(s) by the VOHC.
8. The IMPROVEMENT(s) shall be constructed in calendar year 2021. However, no liability whatsoever shall accrue to the COF for delay in the awarding or completion of contracts for the IMPROVEMENT(s).
9. Ownership and maintenance. All IMPROVEMENT(s) shall be the property and maintenance responsibility of the municipality in which they are installed.
10. Payments. All payments due under this AGREEMENT shall be paid within thirty (30) days after receipt of invoice of same.
11. The VOHC shall request layouts of the COF's underground structures and facilities (if any exist) before performing work of such a nature that existing underground

facilities must be avoided. The VOHC shall be required to take precautionary measures to avoid damage to such underground facilities. The VOHC shall supply the COF with available records of the existing underground material structure along the project route and any changes or revisions thereto as may take place in the future

This contract shall continue and be in force indefinitely unless terminated on a six (6) month written notice by either of the PARTIES to the other.

12. This document may be signed in counterparts all of which, when taken together, shall constitute one AGREEMENT
13. This AGREEMENT shall be effective only upon approval of the respective governing bodies of the VOHC and COF.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this AGREEMENT under corporate seal as of the date and year first above written.

CITY OF FRANKLIN

VILLAGE OF HALES CORNERS

By: _____
Steve Olson, Mayor

By: _____
Daniel J. Besson, Village President

By: _____
Sandra Wesolowski, City Clerk

By: _____
Sandra M Kulik, Village Administrator

Approved as to form: _____
Jesse Wesolowski
City of Franklin Attorney
Village of Hales Corners Attorney

EXHIBIT A

2021 Road Program
Cost Share Calculation

Item #	Item Description	Unit	Quantity	Unit Price	Bid Amount
Section 1 - Haleco Lane (S. 116th Street to CTH OO): ROADS (20HALT)					
1	Asphaltic Pavement Partial Depth Milling	SY	5223	\$1.92	\$10,028.16
2	Asphaltic Pavement Full Depth Milling	SY	1030	\$3.78	\$3,893.40
3	Base Patch (25% Roadway)	SY	1563	\$10.70	\$16,724.10
4	Crushed Limestone 3-Inch (Base Patch)	TON	348	\$25.50	\$8,874.00
5	Crushed Aggregate 1 1/4-Inch TB (Base Patch)	TON	695	\$15.50	\$10,772.50
6	Bituminous Concrete Binder Pavement (3 LT 58-28 S) (Base Patch)	TON	282	\$67.55	\$19,049.10
7	Bituminous Concrete Binder Pavement (3 LT 58-28 S) (West Limits to STA 104+25)	TON	186	\$60.50	\$11,253.00
8	Bituminous Concrete Surface Pavement (4 LT 58-28 S)	TON	751	\$63.15	\$47,425.65
9	Pavement Marking (White)	LF	108	\$15.95	\$1,722.60
10	Shouldering, Crushed Aggregate 3/4-Inch (with restoration)	LF	2400	\$7.70	\$18,480.00
	Subtotal Section 1: Roads				\$148,222.51
Section 1 - Haleco Lane (S. 116th Street to CTH OO): SANITARY (20HALS)					
11	Sanitary MH Rehabilitation	EA	7	\$1,273.00	\$8,911.00
12	Sanitary MH Rehabilitation with casting	EA	2	\$2,013.00	\$4,026.00
	Subtotal Section 1: Sanitary				\$12,937.00
Section 1 - Haleco Lane Project Total					
					\$161,159.51
Section 2 - W. College Avenue (STH 100 to East Limits): ROADS (20COLT)					
13	Concrete Milling	SY	8985	\$3.85	\$34,592.25
14	Cracking and Sealing Concrete Pavement	SY	8985	\$0.75	\$6,738.75
15	Remove and Replace 30-Inch Concrete Curb and Gutter	LF	1100	\$51.68	\$56,848.00
16	Remove and Replace Concrete Driveway Approach 6-Inch	SF	700	\$11.00	\$7,700.00
17	Remove and Replace Concrete Median Nose	LS	1	\$1,200.72	\$1,200.72
18	Bituminous Concrete Binder Pavement (3 LT 58-28 S)	TON	1213	\$58.25	\$70,657.25
19	Bituminous Concrete Surface Pavement (4 LT 58-28 S)	TON	905	\$63.15	\$57,150.75
20	Pavement Marking (White)	LF	28	\$15.95	\$446.60
	Subtotal Section 2: Roads				\$235,334.32
Section 2 - W. College Avenue (STH 100 to East Limits): STORM (20COLM)					
21	Storm Manhole Adjustment	EA	2	\$889.00	\$1,778.00
22	Storm Catch Basin Rehabilitation	EA	7	\$900.00	\$6,300.00
23	2' x 3' Catch Basin Replacement	EA	6	\$3,495.00	\$20,970.00
	Subtotal Section 2: Storm				\$29,048.00
Section 2 - W. College Avenue (STH 100 to East Limits): SANITARY (20COLS)					
24	Sanitary Manhole Rehabilitation	EA	1	\$2,246.00	\$2,246.00
	Subtotal Section 2: Sanitary				\$2,246.00
Section 2 - W. College Ave Project Total					
					\$266,628.32
BASE BID TOTAL:					
					\$427,787.83

8985	Estimated Total Sq. Yds of Pavement (College Ave)
889	Estimated Sq Yds of Pavement in Franklin
9.89%	% of Total in Franklin
\$235,334.32	Estimated Total Pavement Related Costs (College Ave)
\$23,284.61	Franklin Cost Share



PROJECT EXHIBIT

Municipal Boundary

Municipal Boundary

Approximately
8,000 Sq. Ft
(889 Sq. Yds)

Infinite GIS
GRäEF
 West College Avenue
 2021 Road Program
 Village of Hales Corners
 Milwaukee County, Wisconsin



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 5, 2021
Reports & Recommendations	TRANSFER TESS CORNERS CREEK BRIDGE FROM WE ENERGIES TO CITY OF FRANKLIN (LOCATED APPROXIMATELY 100 FEET WEST OF W. FOREST HOME AVENUE AND APPROXIMATELY 500 FEET SOUTH OF W. SUNNYBROOK ROAD)	ITEM NO. <i>6.12.</i>

BACKGROUND

Staff was notified by WE Energies that they plan to demolish an old bridge on their property that crosses over Tess Corners Creek and beneath the City's Hike-Bike Path located approximately 100 feet west of W. Forest Home Avenue and approximately 500 feet south of W. Sunnybrook Road. WE Energies has determined that their maintenance equipment may not safely pass over this bridge and it is not needed since their equipment may access the full length of their property from W. Sunnybrook Road to the north and W. St. Martins Road to the south.

This bridge is a critical need for continued operation of the City's Hike-Bike Trail that was paved in 2015. Staff was trying to determine how to temporarily reroute the trail to County Road OO and price out a new bridge with design and permitting. Staff is proposing that the existing bridge just needs minor patching and is sufficient for our trail needs as bicycles and our snow plow equipment are light enough for a patched bridge to carry. WE Energies is willing to entertain a transfer of ownership of this bridge.

ANALYSIS

Staff had a structural engineer look at the bridge and it is his opinion that a sufficient patch project may be budgeted for about \$20,000. This budget is far less than the amount needed for designing, permitting, and constructing a new bridge at this location.

OPTIONS

- A. Instruct Staff to work with WE Energies for transfer of bridge to the City inventory. Or
- B. Notify WE Energies that the City is not interested in accepting this bridge. Or
- C. Provide further direction to Staff.

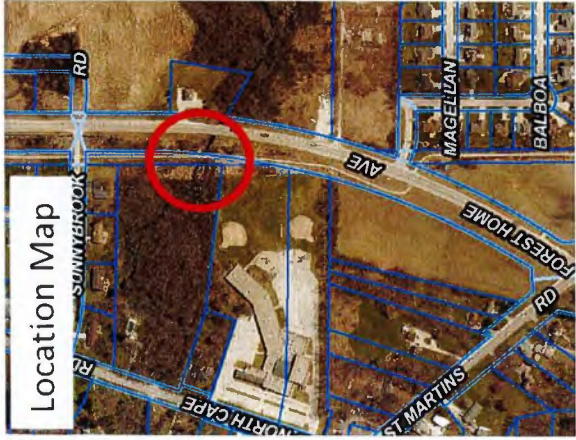
FISCAL NOTE

A future bridge rehabilitation project would need to be budgeted in future years.

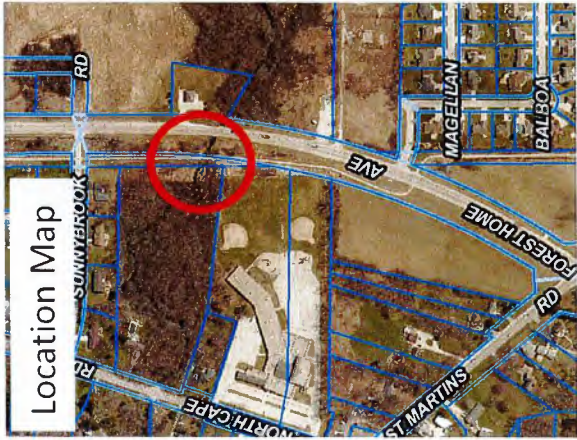
RECOMMENDATION

(Option A) Instruct Staff to work with WE Energies and return to Common Council for transferring Tess Corners Creek bridge (located approximately 100 feet west of W. Forest Home Avenue and approximately 500 feet south of W. Sunnybrook Road).

Engineering Department: GEM



WE Energies Bridge Crossing
Tess Corners Creek
Photos 1/3



WE Energies Bridge Crossing
Tess Corners Creek
Photos 2/3



Location Map



Looking East



Northwest Corner



Southwest Corner



West Side

WE Energies Bridge Crossing
Tess Corners Creek
Photos 3/3

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 5, 2021
Reports & Recommendations	A RESOLUTION AUTHORIZING APPROVAL OF THE REVISIONS TO THE CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, JULY 2017	ITEM NO. <i>6.13.</i>

BACKGROUND

The City of Franklin Design Standards and Construction Specifications outline requirements for development in the City of Franklin. The document covers the process from design to construction and as-built documentation. The document was last updated in 2017.

ANALYSIS

Staff desires to make the following changes to the Design Standards and Construction Specifications:

Chapter 2 – Construction Plan Requirements and Design Standards

- 2.3.2.F (Page 15) Regarding Storm Sewer Inlets, remove “monolithic 2 inch” and replace with “**PRO-RINGS**”. Also remove “full bed of mortar” and replace with “**manufactured seals or specific caulking.**”
- 2.3.2. H (Page 15) Regarding Storm Sewer Inlets, remove “Four” and replace with “Six,” and remove “one foot,” and replace with “**a minimum 10 feet.**”
- 2.4.1 (Page 16) Regarding Paving Plans, A. Plan Review, 14, Change “under drain” to “**underdrain**” and remove “(if required) at the end of this sentence.

Chapter 3 – Roadways

- 3.6.3 (Page 30) Regarding Roadway Drainage System, remove “10 ½” and replaced with “**18**” and remove “10” and replace it with “**18.**”
- 3.8.3 (Page 32) Regarding Concrete Curb and Gutter, add (See Figure 7A) after that have an island, remove “6” vertical face” and replace with “**mountable.**” In second sentence remove “vertical face” and replace with mountable and remove “6” and replace with “9” and remove “14” and replace with “**12.**” Remove “See concrete curb details for specific measurements” with “**See Figure 7.**”
- 3.8.5 (Page 32) Remove “sacks” and replace with “**bags.**”
- 3.8.12 (Page 33) Remove “0.005+ and replace with “**0.10**” and add at the end of the sentence “**not compromising the minimum 0.75% vertical slope.**”
- 3.8.13 (Page 33) Remove “dowels” and replace with “**rebars.**”
- 3.9.3 (Page 34) Add this new sentence after the end of the sentence, “**The subgrade shall be thoroughly compacted to receive a minimum two (2) inches of ¾ TB to a proper elevation before the forms are set.**”
- 3.10.1 (Page 35) Add “**minimum**” after “constructed on a” and add “**es**” after inch.
- 3.10.3 (Page 35) Add “**a minimum**” before “two.”

Chapter 4 – Sanitary Sewers:

- 4.2.2 (Page 40) Change in the last two sentences “1 foot “ to “**3 feet.**”
- 4.2.4 (Page 41) Change “to” in the last sentence to “**with 6 inches of bedding and**”

Chapter 5 – Water Distribution System:

- 5.1.2 (Page 45) Replace “(larger diameter may be required if deemed necessary) Type K one piece (non-jointed) seamless copper tubing and shall conform to ASTM designation B-88.” and replace with “**in diameter.**” Replace “also allowed” with “**used.**” Replace “and shall have outside diameter dimensions of copper” with “**Dimensions.**”
- 5.1.8 (Page 46) Add this sentence at the end, “**The 6 inches of bedding and 2 feet of cover shall be compacted.**”

Chapter 6- Grading and Drainage

- 6.4.5 (Page 54) Remove last sentence, "**Easy access is defined as any structure conforming to File No. 28 of the Standard Specifications.**"
- 6.4.5 (Page 54) Add this sentence at the end, "**Inlet with a sump (catch basin) is not permitted.**"
- 6.4.11 (Page 55) Add 6.4.11 with this paragraph, "**All storm sewers and cross culverts that will be within the City of Franklin right-of-way shall be designed with the appropriate ASTM Class of reinforced concrete pipe (RCP). 10/21/20**"

Chapter 7- As-Built Record Drawings

- 7.4.M (Page 62) Add at the end of the sentence "**not compromising the minimum 0.75% vertical slope.**"

Chapter 10- Materials of Construction

- 10.1.3 (Page 66) Add at the end of the sentence "**18" long**" Add second paragraph, "**Tie bars abutting to the existing curb and gutter shall be composed of 2 epoxy-coated rebar, 12" long No. 4 (1/2 inch.) See Figure 8.**"

Figures:

- Figure 2 "CROSS SECTION 60' ROW WITH BITUMINOUS CONCRETE PAVEMENT"
- Figure 3 "CROSS SECTION 80' ROW WITH BITUMINOUS PAVEMENT"
- Figure 4 "CROSS SECTION 60' ROW W/7" CONCRETE PAVEMENT"
- Figure 7 "TYPICAL SECTION MOUNTABLE CURB & GUTTER"
- Figure 7A "CURB CUT OPENING DETAIL IN ISLAND"
- Figure 10 "INTERIM PAVEMENT/INLET DESIGN"
- Figure 11 "TYPICAL FLARED DRIVEWAY APPROACH VERTICAL FACE C&G"
- Figure 12 "TYPICAL FLARED DRIVEWAY APPROACH MOUNTABLE C&G"
- Figure 13 "TYPICAL FLARED DRIVEWAY APPROACH MOUNTABLE C&G ON CURVE"
- Figure 14 "TYPICAL FLARED DRIVEWAY APPROACH VERTICAL FACE C&G ON CURVE"
- Figure 16 "STORM SEWER INLET W/DRAIN TILE DETAIL"
- Figure 16A "STORM SEWER INLET DETAIL W/DRAIN TILE"
- Figure 21 "DRAIN TILE DETAIL"
- Figure 22 "STANDARD HYDRANT SETTING"
- Figure 29 "CURB RAMP W/CAST IRON DETECTABLE WARNING PLATES"

Once modified, the updated document will replace the previous version on the City website.

FISCAL NOTE

No fiscal impact.

RECOMMENDATION

A resolution authorizing approval of the revisions to the City of Franklin Design Standards and Construction Specifications, December 2017.

Department of Engineering GEM

- B. Side and rear lot inlets shall be placed so that no surface water will be conveyed by a swale for a distance greater than 350 feet.
- C. Channelized storm runoff in excess of 0.5 cfs shall discharge into an inlet before crossing a sidewalk or **overtopping a curb**.
- D. Inlets shall be a minimum of 4 feet deep unless authorized by the City Engineer.
- E. Standard inlets shall be of monolithic construction and have manufactured or cored openings for storm pipe connections.
- F. Inlet height adjustments shall be made with **PRO-RINGS** risers set on **manufactured seals or specific caulking**. Adjustments shall be done by masons from the utility contractor. No brick adjustments will be allowed. Design shall allow for no more than 6 1/2 inches of adjustment.
- G. Inlets shall include steps, positioned to allow for easy access to the structure. Steps shall conform to the "Wisconsin Standard Specifications for Sewer and Water Construction".
- H. **Six** inch diameter solid wall perforated P.V.C. drain with fabric sock and end cap to be installed 3 inches above outlet pipe and extended **a minimum 10 feet** outside the inlet wall. (See Figure No. 16)
- I. Inlet shall be back-filled with half inch washed stone.
- J. Louvered inlet grates shall be used for street grades exceeding 4%.
- K. A detail of "Manhole" inlets will be required for pipe junctions of three or more 12 inch pipes or pipes with a diameter greater than 18 inches.
- L. Inlet grates in pavements shall be compatible for bicycle safety.
- M. All storm sewer inlets over 6 feet in depth as measured from the top of the grate to the lowest sewer invert shall be constructed as precast 42 inch minimum diameter manholes.

- N. Field inlets shall be constructed using a standard precast structure. The deck shall be a minimum of 4" thick reinforced concrete with a 26 inch diameter opening. The frame and grate shall be Neenah R-2561 or equal. All variations will be granted by approval of the City Engineer.
- O. All field inlets rims shall typically be set 6 inches below the proposed finished ground grade at that point.
- P. In areas where curb and gutter is extended to meet a rural pavement section inlet shall be constructed at the cross culvert at mid point on each curb radius.
- Q. Storm sewer inlets located in curb and gutter streets shall not be constructed with more than 0.2 foot misalignment. Inlets **determined to be** misaligned by greater than 0.2 foot shall be removed and reconstructed **prior to binder paving** to proper alignment.

2.4 PAVING PLANS (Paving and Storm Sewer are normally shown on same plan sheet)

2.4.1 Each paving plan and profile sheet shall show the following:

A. Plan View

1. Right-of-way and its width.
2. Edge of pavement or face and back of curb.
3. Stationing along the centerline of the roadway.
4. Width of pavement.
5. Lot lines, numbers and frontages.
6. Name of each roadway and any adjoining roadways.
7. All culvert locations and their sizes and invert elevations.
8. The limits of any areas which need special stabilization techniques, if known. (i.e. stabilization fabric, undercutting. etc.)
9. Radii of all intersections (face of curb).
10. An estimate of quantities to be used in the construction of the roadway.
11. A north arrow.
12. The stamp of the roadway designer.
13. A title block conforming to Section 2.0.4.
14. Location of 6" **underdrain** outlet locations.
15. Specific details of all existing roadways being connected to. Pavement, shoulders, ditches, curb alignment and grades shall be shown as needed to adequately make the transition.

3.5.12 Quality Control - Asphalt

Job Mix Certification

At the pre-construction conference, the contractor shall submit a proposed Job Mix Formula (JMF) for the City's review.

The contractor shall take samples of JMF. For each mix (binder or surface) produced, one sample shall be tested once per day. Each sample shall be tested for gradation and air voids. The average of all tests shall comply with the JMF Wisconsin Department of Transportation specifications as:

Gradation (+/-) 5%
Air Voids (+/-) 2.5 - 4.5%

A certified report statement shall be furnished to the City Engineer.

3.6 ROADWAY DRAINAGE SYSTEM

Install underdrain system, applicable on a project by project basis as required by City Engineer. This system design will be required to be shown on a plan and profile sheet.

3.6.1 A continuous 6" diameter perforated or slotted longitudinal underdrain pipe shall be installed as per the standard typical section for the City of Franklin.

Pipe perforations may be holes or slots and may be in 3 or 4 lines spaced around the circumference of the pipe at 120° or 90° respectively.

3.6.2 As shown on Figure No. 21 Geo-textile fabric shall be used to line the excavation before the underdrain is installed and backfilled. Enough fabric must be provided as to cover the trench and overlapped trench side by a minimum of 4 inches. The fabric shall consist of either knitted, woven or non-woven fibers of polyester, polypropylene, stabilized nylons, polyethylene or polyvinyl Idene chloride. Slit films or woven fabrics shall not be used for this work. Geo-textile fabrics shall be clearly marked to identify the type of fabric.

3.6.3 The 6" underdrain shall be laid in an 18" deep by 18" wide trench and backfilled with open graded base 1" clear crushed limestone. The trench itself shall be flat bottom with square sides. Any damaged underdrain shall be replaced before the open graded stone is to be installed.

3.6.4 At a maximum of 400' intervals, and at all low points of the road, a 45° wye and bleeder will be installed on

- 3.7.2 Asphalt binder course installation will be permitted if conditions indicated in 3.8.3, 3.8.4 and 3.8.5 can be met.
- 3.7.3 Asphalt binder course installation will not be permitted unless air temperature is 35° and rising at the start of paving operations. **A Cold Weather Paving Plan meeting the requirements of FDM Section 450.3.2.1.2 450.3.2.1.2 is required if lower level is to be placed in temperatures between 35 degrees and 40 degrees.**
- 3.7.4 Asphalt paving will not be permitted on wet stone bases or in the rain.
- 3.7.5 No asphalt pavement shall be constructed on a frozen base.

3.8 CONCRETE CURB AND GUTTER

- 3.8.1 The standard public street cross-section with curb and gutter shall utilize a 6" vertical face curb and gutter type that is 30" wide (6" top curb and 24" flange) and 9" deep at the flange and 14" deep at the back of curb. See Figure No. 8.
- 3.8.2 The standard private street/driveway or parking lot cross-section shall conform to 3.8.1 as shown above or shall conform to minimum design standards in Figure No. 9. No asphalt curb and gutter shall be allowed.
- 3.8.3 Any cul-de-sacs that have an island (**See Figure 7A**) in the interior shall use a **mountable** curb and gutter system for the island. This **mountable** curb is **9"** at the face of curb and **12"** at the back of curb. **See Figure 7.**
- 3.8.4 All concrete curb construction shall conform to Section 601 of the Wisconsin Department of Transportation (**WDOT**) Specifications.
- 3.8.5 Concrete for curbs shall be grade A, air entrained and shall conform to Section 501 of the W.D.O.T. Specifications, and in particular, meet the following requirements: minimum concrete content, 6.0 **bags** per cubic yard; compressive strength after 28 days cured, 3,500 psi; size of course aggregate required, #1 plus #2; slump, 1"-3"; air content, 3.0%-7.0%. Curing membrane meeting for requirements for Type 2 of the W.D.O.T. specifications for liquid membrane performing compounds for curing concrete AASHTO designation M148 shall be used to cover all finished concrete. Fly ash as a mix additive may be used between April 15 and October 15 if approved in writing by the City Engineer.
- 3.8.6 The curb and gutter and aggregate base shall be constructed at the locations and grades as shown on the

plans. All curb and gutter shall be placed on 5" crushed limestone base.

- 3.8.7 Transverse contraction joints for curbs shall be cut or sawed at maximum 10' intervals. One and one-half inch expansion joints shall be provided at ends of radii, points of considerable change in grade and alignment, at intervals not to exceed 300' and where abutting existing curb and gutter.
- 3.8.8 Concrete curb and gutter shall cure a minimum of four days prior to backfilling and crushed stone base installation.
- 3.8.9 Four days after the curbs have been placed and the City has approved the concrete work, the contractor shall immediately backfill behind the curbs to preclude any erosion or undermining.
- 3.8.10 The City requires three test cylinders per 1,000 lineal feet to be taken during the course of the curb and gutter operations. The testing firm, who has been hired by the Developer, shall pick up the cylinders at the project site within 24 hours after notification, break the cylinders at the appropriate time and submit a test report to the City and the inspection firm. Paving will not be allowed until the test results are received.
- 3.8.11 The City requires an inspector be present for the placement of concrete curb and gutter. This includes the inspection of the base under the curb and gutter, and a check of the alignment and grade of the curb and gutter.
- 3.8.12 Curb and gutter and walk elevations will be considered acceptable if certified elevations are within 0.10 ft. of design elevations, **not compromising the minimum 0.75% vertical slope.**
- 3.8.13 Where connection is made to existing curb, **rebars** are required as shown in Figure No. 8. All median islands shall have a snub-nosed front and rear. See Figure No. 25.
- 3.8.14 The City will require the presence of an inspector during string line setting.

3.9 CONCRETE DRIVEWAY APPROACH REQUIREMENTS

- 3.9.1 All driveway approaches, installation and repair pours require a permit issued by the City of Franklin.
- 3.9.2 Concrete for approaches shall be grade A, air entrained and shall conform to Section 501 of the WDOT Specifications, and in particular, meet the following

requirements: minimum concrete content, 6.0 bags per cubic yards; compressive strength after 28 days cured, 3,500 psi; maximum amount of water per bag of cement, 6.0 gallons; size of course aggregate required, #1 plus #2; slump, 1"-3"; air content, 4.5%-7.5%. White curing membrane meeting the requirements for Type 2 of the WDOT specifications for liquid membrane performing compounds for curing concrete AASHTO designation M148 shall be used to cover all finished concrete. **The use of fiber mesh to these above specifications will be allowed.**

- 3.9.3 Drive approach and walk sections of the approach shall be a minimum of 7" thick. **The subgrade shall be thoroughly compacted to receive a minimum two (2) inches of ¾ TB to a proper elevation before the forms are set.**
- 3.9.4 One-half inch (1/2") x 7" expansion joint material full depth shall be placed between the curb and gutter and the approach or as directed by the City of Franklin Engineering staff.
- 3.9.5 Approach grades and configuration shall conform to these specifications as given in Figures No. 11, No. 12, No. 13 and No. 14.
- 3.9.6 It is the City's intent to allow the removal of the existing curb head section of the concrete curb and gutter to provide an opening to be used for the installation of the driveway approach. A driveway approach permit is required for curb head removal and must be obtained from the Building Inspection Office prior to starting this work. Complete removal and replacement of curb sections for drive approach openings is also allowed, but remaining undisturbed sections cannot be less than 5' in length.
- If abutting asphalt is disturbed it shall be removed to minimum of 18" wide the entire width of the approach and replaced in like and kind.
- 3.9.7 The curb cut shall allow for 1/2" rise from the gutter to the beginning of the cut of the curb back. The ascending slope from that rise to the back of the curb shall be 1 inch.
- 3.9.8 Existing curb shall be cut with an 18 inch down slope at each side of the driveway opening.
- 3.9.9 Existing curb expansion joints shall be a minimum of 6 inches from the down slope on each side of the driveway opening. Existing curb expansion joints will not be allowed in either down slope cut. An inspection is required prior to cutting, certifying proper location. See Figure No. 11.

3.9.10 A special driveway approach has been designed for commercial and industrial development by the City of Franklin Engineering Department. This detail is available through the Engineering Department.

3.10 CONCRETE WALK

- 3.10.1 Concrete walks shall be constructed on a **minimum two inch bed of 3/4" traffic bond**. The walk being five feet wide and five inches thick and to the line and grade shown on the plans unless otherwise specified. Concrete driveways shall be seven inches thick and shall be built to the width and location directed by the Engineer. Walk sections shall be 7" thick for the width of all pre-engineered driveway opening in the curb and gutter.
- 3.10.2 Concrete for walk shall be grade A, air entrained and shall conform to Section 501 of the WDOT Specifications, and in particular, meet the following requirements: minimum concrete content, 6.0 bags per cubic yard; maximum amount of water per bag of cement, 6.0 gallons; size of course aggregate required, #1 plus #2; slump, 1"-3"; air content, 4.5%-7.5%. Curing membrane meeting the requirements for Type 2 of the standard specifications for liquid membrane performing compounds for curing concrete AASHTO designation M148 shall be used to cover all finished concrete. Fly ash as a mix additive may be used between April 15 and October 15 if approved in writing by City Engineer.
- 3.10.3 The subgrade shall be thoroughly compacted to receive a **minimum two (2) inches of 3/4" traffic bond to a proper elevation** before the forms are set. Any soft or spongy subgrade material shall be removed and replaced with suitable granular material. Where the walk is to be poured adjacent to the curb, the backfill material behind the curb shall be compacted in a manner suitable to the Engineer.
- 3.10.4 The forms shall be an approved type of metal form extending the full depth of the concrete. The forms shall be set upon the prepared subgrade to proper line and grade and firmly staked in position. The slope across the walk shall be **3/16 inch (1.5%) meeting WISDOT ADA requirements** per foot unless otherwise directed or shown on the plans. Where walk is being installed on a radius of less than 250 feet, flexible forms shall be used. The fine grading shall then be completed and the subgrade thoroughly compacted by a power roller weighing not less than three tons. Areas which are inaccessible to the roller shall be compacted by using an approved mechanical vibratory compactor. The contact surfaces of the forms shall be clean and coated with oil. The Contractor must continually have, in advance of the concrete pour, at least two hundred

- 4.1.9 Reconstructed manhole will require the installation of an external seal. The existing internal seal **and bands** shall be removed and become property of Sewer and Water Utility.
- 4.1.10 All backfill material around manholes shall be mechanically compacted in six-inch lifts. In some **cases as required, slurry back fill is to be used.** Flooding of the areas around the manhole will not be permitted.
- 4.1.11 All bench troughs shall be extended at ninety degree bends or for tees. See Figure No. 31.
- 4.1.12 Manholes placed inside sidewalks, driveways, etc. shall be set a minimum of 2 1/4" lower than final grade to allow for frost movement. A two inch cast iron (Neenah Foundry) riser ring will be installed at the time of the final surface. This will allow the utility in the future to make adjustment without having to dig up.
- 4.1.13 Any removal or additions to manhole barrel sections with damaged or non-suitable joints will be backfilled, wrapped, and filled around with 1 bag slurry mixture.

4.2 MAINLINE AND LATERALS

- 4.2.1 Sanitary sewer pipe materials for mainline and laterals shall be limited to PVC or **lined** concrete, unless specifically approved by the City Engineer in writing. For sewers laid at depths greater than 15 feet, pipe class determination documentation shall be provided to City Engineer. Sanitary sewer pipe test reports must be received and verified prior to the start of any sanitary sewer construction operation. **PVC pipe class for sanitary sewers shall be the following: 6' to 15', SDR 35, 15' to 24', SDR 26, greater than 24' and 6' risers C900.**
- 4.2.2 All laterals shall be 6" in diameter and installed at a quarter inch per foot gradient unless otherwise noted on the approved plans, but **never** less than one-eighth of an inch per foot. A maple heart shall be installed at the end of all laterals, and the top 12" shall be painted orange upon completion of the lateral installation. All laterals with less than 6.0' of cover material shall be insulated with 2' x 8' x 2" thick planks of Styrofoam plastic foam (Dow Chemical Company "Hydrand" or approved equivalent). Place a 12' maple heart at the end of the lateral extending a minimum of **3 feet** above grade. The top **3 feet** shall be painted orange.
- 4.2.3 When starting a sewer project, the new incoming line into the existing manhole shall be plugged and braced,

and this plug shall remain until sewer is accepted by the City Engineer. If a new manhole is constructed over an existing line, the pipe shall not be broken out until the project is completed and the manhole vacuum test has been completed on the structure.

4.2.4 Crushed stone chips conforming to 10.11.2 in these specifications shall be used for bedding. Chips shall encase the pipe with 6 inches of bedding and two (2) feet above the top of pipe.

4.2.5 Traffic bond (1 1/4") as described in 10.11.3 shall be used to backfill sanitary sewer trenches located in a proposed roadways. Also 1 1/4" TB shall be used to backfill laterals which are below proposed sidewalk. This backfill shall extend from back of curb to right of way limits.

4.2.6 All trenches located in a roadway shall be compacted to 95% of modified proctor density.

4.2.7 Care shall be taken not to exert undue stress on the pipe during a compaction operation. If the trench is to be mechanically compacted, the initial compacted lift shall be 2'. Each subsequent compacted lift of material shall be 18". The contractor shall use smaller lifts if the required compaction cannot be obtained.

The trench shall be kept free of visible water during any backfilling or compaction work.

4.2.8 Only trenches that are located in an off-roadway area can be backfilled with spoil material. Bedding and backfill shall be as specified above. The use of frozen spoil materials for trench backfill will not be permitted under any conditions.

4.2.9 Existing manholes that do not have an opening for the new sanitary sewer shall have an opening cored in the existing manhole to accommodate the new sanitary sewer. A trough shall be formed in the existing bench to accept the new pipe.

4.2.10 The material used to backfill sanitary sewer mainline, lateral or forcemain trenches located in an existing roadway shall be lean concrete mix backfill conforming to Section 8.43.9 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

4.3 TESTING

It is the intent of this section to confirm that sewer system has been constructed with a minimum amount of infiltration.

- 5.1.2 All water laterals shall be a minimum of 1-1/4" **in diameter**. The plastic pressure class 200 HDPE tubing conforming to the requirements of AWWA C901 and ASTM D2737 shall be **used**. Service pipe shall have an **SDR of 9 DIMENSIONS**. Coupling and fittings shall be compression type, insert stiffeners for plastic tubing shall be AISI type 304 stainless steel. All laterals shall include a corporation stop, a curb stop and a curb box **most commonly found** at the property line. Pipe saddles will be required for pipe taps 1 inch and over in PVC pipe. **A full face stainless tapping sleeve shall be used, Smith-Blair Model 372 or equivalent**. A minimum of 6' of cover shall be maintained on all water laterals. Backfill materials and methods shall be identical to that specified for the main sewer and waterlines. A maple heart shall be installed extending a minimum of 3 feet above grade; the top foot to be painted orange upon completion of lateral installation. **Tracer wire shall be placed on top of the lateral and be secured with tape approximately every 5 feet and shall be wrapped around exterior of the curb box to the surface.**
- 5.1.3 All corporation stops are to be Ford FB 1000-45 for 1" and, FB 1000-55 for 1-1/4" or **A Y McDonald 74701BQ**. All curb stops shall be Ford or a seal curb valve No. B-44-555M or **A Y McDonald 76104Q**. All curb boxes for services shall be Mueller H-10388 or approved equivalent. These boxes shall be set to grade with adjustment at mid-range. Curb boxes shall then be adjusted to finish grade after topsoil is installed.
- 5.1.4 Trench insulation where specified or required by shallow cover shall consist of 2' x 8' x 2" thick planks of Styrofoam plastic foam (Dow Chemical Company Hybrand or approved equivalent).
- 5.1.5 All water main trenches located in a proposed roadway shall be backfilled with 1 1/4 inch **TB** stone. If the water main is to be located in an off-road easement area, the spoil backfill shall be mechanically compacted. The cover material over the water main pipe shall be 2 **feet** and care shall be taken not to exert undue stress on the pipe during any compaction operation. No frozen spoil material will be allowed for backfill material. During the mechanical compaction of granular material, the first compacted lift shall be 18". The contractor shall use smaller lifts if the required compaction cannot be obtained. Granular material shall be compacted to 95% of the modified proctor density. Open graded, washed crushed stone may be allowed with permission of the City Engineer.
- 5.1.6 The material used to backfill water main or water laterals repair trenches located in an existing roadway shall be a **lean concrete mix backfill** (aggregate slurry backfill) conforming to Section 8.43.9 and 10.14.1 of

these Specifications of Sewer and Water Construction in Wisconsin, **current** Edition. Also **lateral trenches below proposed sidewalk shall be backfilled with 1 1/4 inch TB.**

- 5.1.7 During water main installation a watertight plug shall be installed in the open end(s) between each pipe installation and at the end of each work period.
- 5.1.8 **Traffic Bond 3/4" for bedding shall be compacted firsts before laying the pipe. Bedding material shall be required on all water main installations and shall extend 2 feet above the pipe as cover. An exception is in areas around valves and hydrants where graded stone is required. The 6 inches of bedding and 2 feet of cover shall be compacted.**
- 5.1.9 Hydrants shall be installed on all water main ends that have service connections.
- 5.1.10 Contractor shall obtain a permit from the Franklin Water Utility for the use of water for the purpose of obtaining safe water samples. The cost of such water shall be billed to the contractor based on metered use or upon approval, a volume based on three (3) times the total water main on the project. All existing water utility valves shall be operated by Franklin Utility personnel only.
- 5.1.11 Should water main be placed in a casing pipe, approved casing spacer system shall be used. RACI spacers or approved equal shall be required.
- 5.1.12 **All new water services shall be relocated out of hard surface areas, i.e. driveways, sidewalks, etc. as much as possible.**

5.2 VALVES

5.2.1

All gate valves body casting shall be ductile iron or cast iron. All underground trim (nuts, bolts, etc.) for valves shall be stainless steel. All gate valves shall have non-rising stems, turn left (counter clockwise) to open, have a 2" square operating nut and be constructed for a working pressure of 200 p.s.i. unless otherwise directed in writing by the City Engineer. All 6" through 12" gate valves shall be resilient seated, conform to A.W.W.A. C509-80, and have stems sealed by at least two O-rings. All valves 16" and larger shall be of butterfly-type. **Installation of butterfly valves operator nut shall be either to the north or east of roadside positioning.**

bedded in 3/8 or 3/4 inch (for pipe larger than 18") crushed stone chips as described in 10.11.2 to 2 feet above the top of pipe and backfilled with 1 1/4 TB as described in 10.11.3 of these specifications.

- 6.4.2 Manholes and inlets shall be designed and constructed to allow easy access for maintenance and cleaning.
- 6.4.3 Endwalls, flared end sections or junction structures shall be required at all crossroad culverts and piped installed through or between homesites. Riprap on fabric shall be required at outfalls.
- 6.4.4 All precast manhole barrel joints and all chimney sections shall be mortared and smoothed off inside and outside.
- 6.4.5 Inlets shall be of precast design in accordance with Figure No. 16. Concrete block inlets will only be allowed with written permission of the City Engineer or shown as an exception on the approved construction drawing. **Inlet with a sump (catch basin) is not permitted.**
- 6.4.6 When an inlet is within a driveway, a curbless casting R-3290-A with Type A will be required or equivalent roll type inlet frame, grate, curb box.
- 6.4.7 The inlets are to be set three inches plus or minus 1/4" low prior to the curb and gutter construction. This will allow for the addition of a two-inch adjusting ring and the necessary mortar and mastic. No brick adjustments will be allowed. This construction should allow for the curb and gutter construction with a curb machine. Type "M" mortar shall be used per Section 8.37.0 of Standard Specifications.

At time of final lift of asphalt trowelable mastic shall be used between the top adjusting ring and the inlet frame. The mastic shall cover the entire top of the adjusting ring with a 1/2 inch thickness.

- 6.4.8 The final setting of the inlet frame and grate shall be completed with the construction of the curb and gutter. With this method, no tuckpointing beneath the frame should be required.

In addition to the above, the staking for inlet construction will be consistent and will be done as follows:

1. Two offset stakes, each 10 feet from the centerline of inlet, will indicate the face of curb and/or inlet box and the inside back of the inlet.

2. One offset stake will be set 5' back of the face of curb and/or inlet box and will be on the centerline of the inlet perpendicular to the curb and gutter.
3. It will be the responsibility of the storm sewer contractor to protect these stakes to ensure proper construction.
4. Inlets constructed with improper alignment (See 2.3.2 Q) will be unacceptable and will have to be removed and reconstructed.

To set the frame and grate to conform to the slope of the gutter line (final inch) a **heavy duty** grate, high early strength concrete, Quickrete 5000 or equal shall be used.

A leveling course shall be established with a uniform lay of quick crete. Wood shims for this adjustment will not be allowed.

- 6.4.9 Yard inlet shall be two (2) feet internal diameter. A beehive grate and frame, R 2564 Neenah or approved equal shall be used. See Figure No. 33.
- 6.4.10 **Curb and gutter** greater in length than 200 feet with slopes of three (3) percent or greater an inlet with directional grate in frame, Neenah R3246 shall be used. **The precast concrete inlet shall be sized accordingly to receive the frame.**
- 6.4.11 **All storm sewers and cross culverts that will be within the City of Franklin right-of-way shall be designed with the appropriate ASTM Class of reinforced concrete pipe (RCP). 10/21/20**

6.5 STORM SEWER LATERALS

- 6.5.1 All storm sewers constructed will include lateral lines if required by the development agreement. Laterals shall be designed to receive storm water runoff from roof drains, localized areaways, and sump pumps.
- 6.5.2 Laterals shall meet all the requirements of the storm sewer system as detailed in this chapter and have a minimum diameter of six (6) inches.
- 6.5.3 Laterals will be laid to one (1) foot of right of way line. Laterals can be "shelved" in the same trench with sanitary sewer and water service laterals.

- J. Certification for house pad grade/grades shall be between 0.00 ft. and 2.00 ft. lower than final grade shown on approved master grading plan.
- K. Certification grades of top of curb shown at side lot lines extended to the curb.
- L. As-built grades of concrete walks at side lot line extended to walk.
- M. Concrete curb and gutter and walk grades will be considered acceptable if certified elevations are within .10 ft. of design elevations, **not compromising the minimum 0.75% vertical slope.**
- N. Grading certification shall include **storm** water retention and detention ponds, and temporary sedimentation basins. Dimensions shall be given on the certification plan. They shall show the length and width of berms, pond bottoms, spillways **maintenance access** and safety shelves. Elevations shall be given in a minimum of 50 ft. grid starting at the outside toe of the berms or if berms are not shown, the grid shall start at the point of influence of the pond's first declining elevation. A tighter grid may be required at the direction of the City Engineer. Elevations will also be required at storm sewer inlet and outlet pipes, stand pipes, weirs and spillways. Grid elevations shall be certified to be correct if they are between 0.1 feet higher to 0.4 feet lower than grades given on the grading plan.

The Developer is responsible to recertify the pond after the site is stabilized and prior to the conveyance of the receiving association (i.e. HOA).

CHAPTER 10

MATERIALS OF CONSTRUCTION

10.0 GENERAL

- 10.0.1 **QUALITY.** It is the intent of these Specifications to secure new, first class materials. Only materials conforming to these specification requirements may be used. The source of supply of all materials shall be subject to the approval of the **City** Engineer. Such approval may be rescinded at anytime should the source of supply fail to produce materials of satisfactory quality or quantity.
- 10.0.2 **SAMPLES and TESTS.** All materials required for use on construction of the work shall be subject to sampling and testing by the City. The samples required by the City shall be furnished free of all charges by the Contractor. All tests will be made by and at the expense of the City, unless noted otherwise on the plans or in the Special Provisions. The Engineer reserves the right to have any load of material delivered to a truck scale in order to check the weight of the load. No claim for less or delay will be allowed on this account.
- 10.0.3 **DELIVERY TICKETS.** The Engineer shall be furnished copies of delivery tickets of materials delivered to the job unless otherwise specifically allowed. Where the contract unit prices necessitate payment for materials on a volume or weight basis, the City will pay only for the materials for which delivery tickets have been provided on the job site at the time of delivery.

10.1 CONCRETE REINFORCEMENT

- 10.1.1 **GENERAL REQUIREMENTS.** Steel bars for concrete reinforcement shall conform to the Specifications for Billet-Steel Bars for Concrete Reinforcement, A.S.T.M. Designation A-15.
- 10.1.2 **GRADE and QUALITY.** All concrete reinforcing bars and **rebar** bars shall be structural grade steel. The bars shall be free of excess rust, oil or other harmful coatings.
- 10.1.3 **TYPES and SIZES.** Tie bars for curb and gutter construction and for all construction joints in pavements, bases and alleys shall be **No. 4 (1/2 inch) round deformed bars 18" long.**

Tie bars abutting to the existing curb and gutter shall be composed of 2 epoxy-coated rebar, 12" long No. 4 (1/2 inch.) See Figure 8.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION AUTHORIZING APPROVAL OF THE REVISIONS TO THE
CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS,
JULY 2017

WHEREAS, the City of Franklin provides requirements for development within the City in the City of Franklin Design Standards and Construction Specifications; and

WHEREAS, some updates to the 2017 standards are warranted for various reasons; and

WHEREAS, Staff will update the Design Standards and Construction Specifications as approved by Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that revisions as presented by Staff to City of Franklin Design Standards and Construction Specifications be approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to authorize approval of the document on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 5, 2021
Reports & Recommendations	REQUEST TO PARTICIPATE IN STATE CONTRACT FOR PURCHASE OF 2,400 TONS OF SALT AND AN ADDITIONAL 480 TONS IN RESERVE	ITEM NO. <i>6.14.</i>

BACKGROUND

Each year the State of Wisconsin reports the tonnage of salt that each community wants to have included in the State contract. In addition to the State contract amount, an additional 20 percent can be placed in reserve, which is optional for the City to purchase. In addition, Franklin estimates salt usage and budgets the purchase in annual budgets.

ANALYSIS

In 2020, the price of salt was \$73.32/ton. Staff is expecting the 2021 prices to be approximately \$75.52/ton. Staff has received a request to participate in the State Contract for the upcoming year.

In the past, the City has seen benefits of planning to have available twice the forecasted amount of salt for each season. For severe winters- like 2014, many communities could not obtain salt or had to pay excessive prices to get salt. Franklin had an adequate supply of salt on hand, used “normal price salt”, and saved a significant amount. History indicates that DPW has needed an average of 2,100 tons for a “normal season”. Considering the amount and type of streets being added to the system with the increased use of brine solution, the average need is now considered 2,400 tons. Two times a normal season is approximately 4,800 tons.

Due to the 2020-2021 season, 550 tons of reserve salt was purchased at \$73.32/ton. The \$40,326.00 was taken out of the 2021 salt budget.

After another delivery from the last order is received, the 2021 budget will have approximately \$150,000 for salt. At \$75.52/ton, this would purchase just shy of 2,000 tons, therefore, to meet the 2,400 tons needed for the 2021-2022 season, an additional 400 tons will need to be purchased, at a cost of \$75.52/ton, requiring an additional \$30,208.00.

At \$75.52 per ton, the 400 tons would require a budget amendment of an additional \$30,208.00. Staff understands that the current budget and fund balance is tight and recommends that the 20% reserve be considered. Note that we do not have to purchase this reserve amount but it is available for the bid amount if needed.

Staff recommends the following strategy for a 2021-2022 salt order:
 2,400 tons regular order (@\$75.52/ton = \$181,248.00)
 480 tons for 20% reserve order (@75.52/ton = \$36,249.60)

So, Franklin could place an order for 2,400 tons with an expected cost of \$181,248. Subtracting Franklin’s current budget of \$150,000, an additional appropriation of \$31,248 is needed.

OPTIONS

As past practice, it is important to order the salt with the State contract as our best prices are with the State contract.

FISCAL NOTES

The finance implications are described in detail above. A budget amendment is needed.

RECOMMENDATION

Motion to direct Staff to participate in State contract for purchase of 2,400 tons of salt with a purchase of an additional 480 tons in reserve.

DPW:KLS/ams

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/05/2021
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of April 5, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda***

**Alderman's Room
April 5, 2021 – 5:30 p.m.**


1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination 2020-2021 5:35 p.m.	Nerankar LLC DBA Mann Liquor & Indian Grocery 7158 S 76 th St. Sudeep Singh Mann, Agent			
Extraordinary Entertainment & Special Event 5:40 p.m.	Ballpark Commons-Milkmen Game-Fireworks Person in Charge: Scot Johnson Location: 7044 S Ballpark Dr Dates of Event: 05/29, 06/19, 06/26, 08/14 and 08/28/2021 at approximately 9pm; 07/16 and 07/30 at approximately 9:30pm			
Extraordinary Entertainment & Special Event 5:55: p.m.	Neighborhood 5K Fun Run Person in Charge: Ashley Cornell & Shari Hanneman Location: S 36 th St. to 42 nd St.; Maplecrest Dr., Glenwood Dr., Franklin Woods/Kayla's Playground Trail Dates of Event: Saturday June 5, 2021 Time: 8:00am-11:00am			
Operator 2020-2021 New	Anglin, Ashley C. 4259 N. 104 th St Apt# 8 Milwaukee, WI 53222 Staybridge Suites			
Operator 2020-2021 New	Gutierrez, Jacob D 10508 W. Cortez Cir Apt# 10 Franklin, WI 53132 Walgreens #05459			
Operator 2020-2021 New	Michaud, Brandon M. 6930 S. 20 th Street Apt. #02111 Oak Creek, WI 53154 The Rock Sports Complex (Blend)			
Operator 2020-2021 New	Valadez-Servin, Brenda P. 2270 S. 57 th St. West Allis, WI 53219 Sendik's Food Market			
Operator 2020-2021 New	Bogan, Fontaine A. Sr. 3003 S. 93 rd St. Milwaukee, WI 53228 On The Border			
Operator 2021-2022 Renewal	Bogan, Fontaine A. Sr. 3003 S. 93 rd St. Milwaukee, WI 53228 On The Border			
Operator 2020-2021 New	Burbey, Judith 520 Mill Ave. #205 Union Grove, WI 53182 Andy's on Ryan			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 Renewal	Burbey, Judith 520 Mill Ave. #205 Union Grove, WI 53182 Andy's on Ryan			
Police Incident Reports from February 2, 2020 thru December 16, 2020	Review of Police Incident Reports from February 2, 2020 thru December 16, 2020 for Class A and B Establishments.			
3.	Adjournment	Time		

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

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/06/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated March 12, 2021 through April 1, 2021 Nos. 182457 through Nos. 182650 in the amount of \$ 1,553,465.94. Also included in this listing are EFT's Nos. 4533 through Nos. 4551. Library vouchers totaling \$ 16,793.83, Tourism vouchers totaling \$ 1,333.50, Water Utility vouchers totaling \$ 15,502.36 and Property Tax refunds totaling \$ 6,190.28. Voided checks in the amount of (\$ 3,817.25) are separately listed.</p> <p>Early release disbursements dated March 12, 2021 through March 31, 2021 in the amount of \$ 933,475.58 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.</p> <p>The net payroll dated March 26, 2021 is \$ 391,038.79, previously estimated at \$ 395,000. Payroll deductions dated March 26, 2021 are \$ 420,523.93 previously estimated at \$ 431,000.</p> <p>The estimated payroll for April 9, 2021 is \$ 396,000 with estimated deductions and matching payments of \$ 233,000.</p> <p>Attached is a list of property tax disbursements EFT's Nos. 370 through Nos. 373 dated March 12, 2021 through March 30, 2021 in the amount of \$ 5,902,373.03. \$ 5,900,000 represents transfers to investment accounts and \$ 2,373.03 represents refunds. These payments have been released as authorized under Resolution 2013-6920.</p>		
<p style="text-align: center;"><i>COUNCIL ACTION REQUESTED</i></p>		
<p>Motion approving the following:</p> <ul style="list-style-type: none"> • City vouchers with an ending date of April 1, 2021 in the amount of \$ 1,553,465.94 and • Payroll dated March 26, 2021 in the amount of \$ 391,038.79 and payments of the various payroll deductions in the amount of \$ 420,523.93 plus City matching payments and • Estimated payroll dated April 9, 2021 in the amount of \$ 396,000 and payments of the various payroll deductions in the amount of \$ 233,000, plus City matching and • Property Tax disbursements with an ending date of March 30, 2021 in the amount of \$ 5,902,373.03. 		
<p>ROLL CALL VOTE NEEDED</p>		