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<https://www.youtube.com/c/CityofFranklinWIGov>

AMENDED G.4.*

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, DECEMBER 21, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Approval of Minutes of the Regular Common Council Meeting of December 7, 2021.
- D. Hearings.
- E. Organizational Business:
Mayoral Appointments of Inspectors of Election for 2022 and 2023.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Confirmation of the Appointment of Bryan Tomczak as Director of Finance and Treasurer.
 - 2. An Ordinance to create Section 15-3.0445 of the Franklin Unified Development Ordinance Establishing Planned Development District No. 40 (Cape Crossing) and to rezone property from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to Planned Development District No. 40 (12200 West Ryan Road).
 - A 3. Authorize the Director of Health and Human Services to Allow the Signing of Contract with Waystar Clearinghouse and Subsequent Update to Software Expressions to Improve Immunization Clinic Processes.
 - * 4. An Ordinance to Amend Municipal Code Chapter 178 Signs Nuisances Regarding Outside Storage of Firewood.
 - 5. Authorization to Prepay 100% of the Fire Department 2022 Seagrave TR50CA Marauder Pumper from the 2022 Equipment Replacement Fund to take Advantage of a \$21,274 Discount to the City.
 - 6. Approve a Contract with the Vietnam Veterans Memorial Fund, Inc. to Host the Display of a Scale Replica of ‘The Wall That Heals’ Vietnam Veterans Memorial Located in the District of Columbia, Including the Mobile Education Center, in the City of Franklin from June 30, 2022 – July 3, 2022.

7. An Ordinance to Amend Ordinance No. 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the General Fund to Appropriate Unused 2020 Funds Budgeted for the Senior Travel Program.
8. Review of the Professional Services Agreement between the City of Franklin and Stantec Consulting Services Inc. for Quarry Monitoring Services for Calendar Year 2022.
9. An Ordinance to amend the Unified Development Ordinance Text at Table 15-3.0603 Standard Industrial Classification Title Nos. 1711 “Plumbing, Heating and Air-Conditioning” 1721 “Painting and Paper Hanging” 1731 “Electrical Work” 1741 “Masonry, Stone Setting, and Other Stone Work” 1742 “Plastering, Drywall, Acoustical, and Insulation Work” 1743 “Terrazzo, Tile, Marble, and Mosaic Work” 1751 “Carpentry Work” 1752 “Floor Laying and Other Floor Work, Not Elsewhere Classified” and 1761 “Roofing, Siding, and Sheet Metal Work” to change such uses from a Special Use to a Permitted Use in the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District. (City of Franklin, Applicant)
10. A Resolution to Issue Change Order No. 2 to Super Excavators, Inc. for the South Hickory Street Corridor Utility Improvements Project, Savings in the Amount of \$79,074.12.
11. A Resolution to Authorize Amendment 5 to Task Order 5 to Ruckert & Mielke, Inc. for Improvements to Existing Median in West Oakwood Road in the Amount of \$28,100.
12. Public Policy 3-2021, Private Property Inflow and Infiltration (PPII) Reduction Policy.
13. Amendment No. 3 to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC to Set the Contract Amount for 2022.
14. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2022.
15. A Resolution to Enter License Addendum 3 with Wisconsin Electric Power Company to Transfer Tess Corners Creek Culvert to the City of Franklin (Located Approximately 100 Feet West of W. Forest Home Avenue and Approximately 500 Feet South of W. Sunnybrook Road).
16. Request to Authorize Carry Forward of Unused 2021 Appropriations, for Use in 2022, in the Amount of \$1,475,415.
17. Authorize an Amendment to the Existing Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements in the amount of \$25,000.
18. 2022 Property and Casualty Insurance Coverage.
19. Opioid Crisis Litigation; *City of Franklin v Actavis Pharma, Inc, et al*, Case No. 2021CV002938, Milwaukee County Circuit Court; *Erie Insurance Exchange v Hayward Pharmacy, Inc., et al.*, Case No. 2021CV004963, Milwaukee County Circuit Court; *City of Franklin v Actavis Pharma, Inc, et al*, Case 2:21-cv-00747-PP pending in the United States District Court for the Eastern District of Wisconsin; *In re Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio; etc. The Common Council may enter closed session 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 settlement thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

December 21, 2021

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- 20. Public water service project to serve Neumann Development, Inc. at 12200 W. Ryan Road (TKN 890-9991-001) and Boomtown, LLC at 12000 W. Loomis Road (TKN 891-9011-000) development projects. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to investment of public funds, including Tax Incremental District No. 6 Loomis Business Park and Water Impact Fees and governmental actions in relation thereto and to effect such acquisition for such development projects, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
- 21. Potential Acquisition of a Portion of the Property on 11213 West Swiss Street (Tax Key No. 796-0020-000) and 11225 West Swiss Street (Tax Key No. 796-0021-001) for a public pathway/trail project. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of a portion of the property on 11213 West Swiss Street (Tax Key No. 796-0020-000) and 11225 West Swiss Street (Tax Key No. 796-0021-001) to be used for a public pathway/trail project along West Church Street, and the negotiating of the purchase and the investing of public funds, including Park Impact fees, with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of December 21, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

December 23 and 24	City Hall Closed - Holiday	
December 30 and 31	City Hall Closed - Holiday	
January 4	Common Council Meeting	6:30 p.m.
January 6	Plan Commission Meeting	7:00 p.m.
January 18	Common Council Meeting	6:30 p.m.
January 20	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 7, 2021
MINUTES

C.

ROLL CALL

- A. The regular meeting of the Common Council was held on December 7, 2021 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also in attendance were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

A moment of silence was observed commemorating the 80th Anniversary of the attack on Pearl Harbor.

CITIZEN COMMENT

- B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:33 p.m.

PROCLAMATION
FOOTBALL
CHAMPIONSHIP

- B.2. Mayor Olson noted a Proclamation In Highly Earned Honor and Historic Recognition of the 2021 Franklin High School Football Wisconsin Division 1 State Champions that was presented on December 4, 2021.

MINUTES
NOVEMBER 16, 2021

- C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of November 16, 2021 as presented at this meeting. Seconded by Alderman Holpfer. All voted Aye; motion carried.

ORGANIZATIONAL
BUSINESS

- E. Alderwoman Hanneman moved to confirm the following Mayoral appointments:

TOURISM
COMMISSION
APPOINTMENTS

Tourism Commission:

Hotel/Motel Industry Member: Lance Schaefer, Everest Hospitality, LLC, 6901 S. 76th Street, Ald. District 2, for a 1-year term expiring 12/31/2022; Shaun Marefka, 7644 S. Mission Court, Ald. District 2, for a 1-year term expiring 12/31/2022; Edward Holpfer, 8058 S. 72nd Street, Ald. District 1, for a 1-year term expiring 12/31/2022; Mark Wylie, 7648 Carter Circle S., Ald. District 5, for a 1-year term expiring 12/31/2022; and Jeffrey Kuderski, 8135 W. High Street, Ald. Dist. 1, for a 1-year term expiring 12/31/2022.

Seconded by Alderman Barber. On roll call, all voted aye. Motion carried.

CONSENT AGENDA

Alderman Nelson moved to approve the following items on the consent agenda:

- RES. 2021-7805
FENCE INSTALLATION
10591 W. CORTEZ CIR.
- G.1.(a) Adopt Resolution No. 2021-7805, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE WEST ONE-HALF (1/2) OF THE 20-FOOT WIDE STORM SEWER EASEMENT AT 10591 WEST CORTEZ CIRCLE (TAX KEY NO. 747-0035-001), (WHITNALL POINTE LIMITED PARTNERSHIP AS APPLICANT), as amended to include consent forms to be executed by the property owners and as well as specific privilege of the City to maintain the public utility need of the easement area and not responsibility for any damage to the fences in relation thereto;
- RES. 2021-7806
FENCE INSTALLATION
8211 S. 59TH ST.
- G.1.(b) Adopt Resolution No. 2021-7806, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30-FOOT PUBLIC UTILITY EASEMENT UPON LOT 13 IN BLOCK 10 OF ROOT RIVER HEIGHTS (8211 S. 59TH STREET) (TAX KEY NO. 806-0174-000) (BERNADETTE KAGEL, APPLICANT), as amended to include consent forms to be executed by the property owners and as well as specific privilege of the City to maintain the public utility need of the easement area and not responsibility for any damage to the fences in relation thereto;
- SOLICIT QUOTES FOR
HIGHWAY EQUIPMENT
- G.1.(c) Authorize staff to solicit quotes for equipment considered in the 2022 Highway Equipment Replacement and Capital Outlay Funds;
- RES. 2021-7807
AGREEMENT WITH JSA
ENVIRONMENTAL,
INC. FOR LANDFILL
MONITORING
- G.1.(d) Adopt Resolution No. 2021-7807, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2022, WITH JSA ENVIRONMENTAL, INC.; and
- ORD. 2021-2485
ESTABLISH ALD. AND
WARD BOUNDARIES
- G.1.(e) Adopt Ordinance No. 2021-2485, AN ORDINANCE TO AMEND §30-1. OF THE MUNICIPAL CODE TO ESTABLISH ALDERMANIC DISTRICT AND WARD BOUNDARIES (INTRODUCED ON NOVEMBER 2, 2021).

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

- FRANKLIN SR. TRAVEL
PROGRAM
- G.2. Alderman Mayer moved to direct staff to prepare a budget amendment in the amount of \$10,820 to restore the 2020 funds for the

UNSPENT FUNDS

Franklin Senior Travel Program and further to direct staff to bring a carryover request to the next Common Council meeting for \$6,815 of existing budget funds for the Senior Travel Program to be used in 2022. Seconded by Alderwoman Hanneman. Alderwoman Hanneman withdrew her motion. The motion was then seconded by Alderwoman Wilhelm.

Alderwoman Wilhelm moved to call the question. Seconded by Alderman Mayer. On roll call, Alderman Nelson, Alderwoman Wilhelm, Alderman Mayer, and Alderman Holpfer voted Aye; Alderman Barber and Alderwoman Hanneman voted No. Motion carried.

On the vote for the main motion, all voted Aye; motion carried.

- PURCHASE SEAGRAVE FIRE TRUCK PUMPER G.3. Alderwoman Wilhelm moved to authorize the Fire Department to place the order for purchase of a Seagrave Marauder TR-50 Pumper from the 2022 Equipment Replacement Fund at a cost of \$739,539.00 with contract changes by the Dir. of Administration. Seconded by Alderman Nelson. All voted Aye; motion carried. Vote recorded as a unanimous vote.
- PURCHASE FIVE THERMAL IMAGING CAMERAS G.4. Alderwoman Wilhelm moved to authorize the purchase of five FLIR K-55 Thermal Imaging Cameras at a cost not to exceed \$23,450 and utilize a grant in the amount of \$7,955 toward the purchase, pending the approval of the budget amendment for the same (see Item G.5.). Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. 2021-2487 AMENDING BUDGET FOR PURCHASE OF THERMAL IMAGING CAMERAS G.5. Alderwoman Wilhelm moved to adopt Ordinance No. 2021-2487, AN ORDINANCE TO AMEND ORDINANCE NO. 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$23,450 OF APPROPRIATIONS FOR THE PURCHASE OF FIVE THERMAL IMAGING CAMERAS (see Item G.4.). Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.
- ORD. 2021-2488 AMEND UDO FOR PDD 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) MOSH FOR THE YMCA G.6. Alderman Barber moved to adopt Ordinance No. 2021-2488, AN ORDINANCE TO AMEND §15-3.0442 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) TO ADD A USE AND HOURS OF OPERATION FOR THE INDOOR SPORTS COMPLEX (MIDWEST ORTHOPEDIC SPECIALTY HOSPITAL (MOSH) PERFORMANCE CENTER) FOR THE YMCA OF METROPOLITAN MILWAUKEE FITNESS STUDIO/GYM USE

(CHRISTOPHER D. BUDAY, RIVER ROCK PERFORMANCE PROPERTIES, LLC, APPLICANT) (7095 SOUTH BALLPARK DRIVE). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2021-7808
CONSERVATION
EASEMENT (DOROTHY
BOSCH COMMON
TRUST)

G.7. Alderman Nelson moved to adopt Resolution No. 2021-7808, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP, BEING THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DOROTHY BOSCH COMMON TRUST, APPLICANT) (AT 10757 SOUTH 92ND STREET), subject to technical corrections. Seconded by Alderman Mayer. All voted Aye; motion carried.

EDC ADVERTISING
PACKAGE WITH
MULTIVIEW

G.8. Alderman Barber moved to accept the Economic Development Commission recommendation regarding the advertising package for fiscal year 2022, and approve the purchase of a \$18,000 advertising package with Multiview using funds allocated for marketing in the 2021 Economic Development budget on the City's standard form contract with changes by the Dir. of Administration and City Attorney. Seconded by Alderman Holpfer.

Alderman Barber moved to call the question. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

On the vote for the main motion, all voted Aye; motion carried.

SCHEDULE FOR
RESIDENTIAL BRUSH
DROP-OFF AND
RECYCLING

G.9. Alderman Barber moved to modify the current schedule for Franklin Residential Brush Drop-Off and Recycling Center at 7979 West Ryan Road to operate only on Tuesdays and Thursdays. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2021-7809
PURCHASE 0.1767
ACRES FROM PAYNE &
DOLAN

G.10. Alderman Barber moved to adopt Resolution No. 2021-7809, A RESOLUTION TO AUTHORIZE THE PURCHASE 0.1767 ACRES FROM PAYNE AND DOLAN, INC. FOR THE S. 51ST STREET AND W. DREXEL AVENUE PROJECT FOR A NOT TO EXCEED AMOUNT OF \$16,000. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2021-7810
COLLATERAL
ASSIGNMENT OF DEV.
AGREEMENT

G.11. Alderwoman Hanneman moved to adopt Resolution No. 2021-7810, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT FROM

OAKWOOD
INDUSTRIAL LLC

OAKWOOD INDUSTRIAL LLC TO ASSOCIATED BANK,
NATIONAL ASSOCIATION. Seconded by Alderman Holpfer. All
voted Aye; motion carried.

HRA AND HSA ISSUE
2021 HEALTH INS.
PLAN

G.12. Alderman Mayer moved to approve the following correction of a recently identified issue with the City's 2021 Health Insurance Plan related to the HRA and HSA components, and authorize the Director of Administration to implement the correction prior to the end of 2021: Make the correction by taxing all HSA funds contributed in 2021, during months that the employee/employee's family members received HRA funds. While this is not a perfect solution, it has been reviewed by outside legal counsel, whose recommendation is that the City is on relatively solid ground with this resolution. This resolution will affect only a portion of those on the family plan through the HDHP, and only for the months in which the employee/employee's family were in the process of utilizing HRA funds. As part of this resolution, there would be some additional assurances, i.e., indemnification for a period of time in case this solution would be later identified as being short of a full resolution, to further protect the City. This resolution will include ensuring that employees are not negatively financially impacted. Seconded by Alderman Barber. All voted Aye; motion carried.

OCT. FINANCIAL
REPORT

G.13. Alderman Barber moved to accept and place on file the October 2021 Monthly Financial Report. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following:

Grant 2021-2022 Operator License to: Lillian Krieger, Natalie Stublaski, Takara White; and

Approve the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following:

1. Xaverian Missionaries - Annual Mission Festival, 4500 W Xavier Dr, Extraordinary Event License, Temporary Class "B" Beer and Wine License, Operator Licenses, Temporary Food Licenses, and Sign Permits, June 25 and 26, 2022, Pending Proof of Insurance;
2. Franklin Noon Lions Club - Civic Celebration Licenses, Temporary Class "B" Beer, Operators, Food, July 1, 2, 3, and 4, 2022; St Martin's Fair Labor Day Licenses, Temporary Class "B" Beer, Operators, Peddler's Permit, September 4 and 5, 2022, Pending Proof of Insurance;

3. Franklin Lions Foundation - Meetings & Fund Raisers, Easter Egg Hunt, Lions Legend Park I, April 16, 2022; Club Meetings, Ken Windl Pavilion, June 14, July 12, and September 13, 2022; St Martin's Labor Day Fair, Temporary Class "B" Beer, Operators, Peddler's Permit, September 4 and 5, 2022; and
4. Franklin Park Concerts, Inc – Free Concerts, Lions Legend Park I, Park Permits, Band Shell Fees, June 26, July 10, July 24, August 7 and August 21, 2022.

Seconded by Alderman Holpfer. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following: City vouchers with an ending date of December 2, 2021 in the amount of \$3,477,079.54; Payroll dated November 19, 2021 in the amount of \$422,493.65 and payments of the various payroll deductions in the amount of \$447,683.93, plus City matching payments; Payroll dated December 3, 2021 in the amount of \$425,535.84 and payments of the various payroll deductions in the amount of \$244,211.52, plus City matching payments; Estimated payroll dated December 17, 2021 in the amount of \$440,000 and payments of the various payroll deductions in the amount of \$485,000, plus City matching payments and; Approval to release payment to Payne & Dolan, not to exceed \$16,000. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
PAUL R. CONFORTI,
ET AL.

- G.14. Alderman Holpfer moved to enter closed session at 7:33 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 *Paul R Conforti, et al v City of Franklin, et al*, Milwaukee County Circuit Court, Case No. 20-CV09758, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 7:52 p.m.

CLOSED SESSION
3151 W. ELM ROAD,
LLC

- G.15. Alderwoman Hanneman moved to enter closed session at 7:52 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 *3151 W Elm Road, LLC v City of Franklin*, Milwaukee County Circuit Court, Case No. 20-CV-3637, and to reenter open session at the same place thereafter to act

on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 8:25 p.m.

CLOSED SESSION
FRANKLIN COMM.
ADVOCATES, ET AL.

- G.16. Alderman Holpfer moved to enter closed session at 8:26 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 *Franklin Community Advocates, et al v City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 9:04 p.m.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting at 9:04 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/21/2021
Organizational Business	Appointments of Inspectors of Election for 2022 and 2023	ITEM NUMBER E.

Pursuant to Wisconsin State Statute §7.30(4), Stats., the following are appointments of inspectors of election and alternates for 2022 and 2023:

Rhoda Abelmann	Gerald Freitag	Daniel Nichols
Jody Ahearn	Cristine Gaulke	Lucas Nichols
Mary Armbruster	Susan Gawrisch	Sandra Nichols
Erin Arneson	Kenneth Gawrisch	Roger Nickolaus
Mary Bartnicki	Patty Graef	Sharon Nickolaus
Steve Beeck	Roger Hedrick	Jacqueline Lentz
Bernard Bellin	Judy Herubin	Patricia Poulakos
Kathleen Bennett	Susan Huhn	Dorothee Chen
Steven A. Braatz, Sr.	Jacqueline Ignatowski	Jesse Chen
Dennis Ciche	James Ignatowski	Theresa Bieganski
Rebecca Claus	Maria Johnson	John Bieganski
Joyce Clausius	Lynne LaRosa	Kathy Schnagl
James Collins	Paul LaRosa	Judy White
Janice Collins	Cathy Lange	John Shefchik
Kenneth Cook	Roger Lange	Pamela Shefchik
Stephanie Cook	Susan Lierman	Samantha Foreman
Daniel Crass	Bryan Maersch	Timothy Probst
Ellen Crass	Marlene Magarich	Shelley Kubert-Gall
Yvonne Czajkowski	Sue Malek	Kristy Scalish
Lynn Czaplewski	Carol Manning	David Hazlett
Richard Czaplewski	Julie Marso	Lynne Valentine
Bonita Davids	James McClure	Patricia Logsdon
Jeff Dejna	Dennis McKnight	Valori Schmidt
Laura Delonay	Susan McKnight	Ruth Hozeska
Mary L. Demotto Verburgt	David Meister	Jayne Fuller
Mary Dicks	Sandra Meister	Lynne Sobczak
Claudia Dietrich	Judy Merritt	Maria Johnson
Carole Donovan	Maryanne Mlodzik	Richard Rabiega
Tom Donovan	Coreen Mutranowski	Camille Nicolai
Patricia Farchione	Sonji Millet	Gail Schahczinski
Charles Fleischman	Maryann LaDisa	David Kucharski

Ray Fisher
Basil Ryan
Karen Ryan
Monika Sobic
Craig Weber
Carl Williams
Mary Felhofer
Bernadine Poczekaj
Wayne Witkowski
Judy Witkowski
Carol Frechette
Timothy Bate

Susan Utley Weis
Annette Suvaka
Arthur Skowron
Michelle Wienke
Julie Soczka
Ellen Shiflet
Harry Shiflet
James Krueger
Ed Eldridge
Susan Eldridge
Juan Rodriguez
Gary Sorensen

Sue Richichi
Kimberly Muelver
Bart Zwitter
Laurie Nutter
Wendy Edwards
Ann Richardson
Judy White
Diane Schauer
Joanne Wice
Dale Hochever

COUNCIL ACTION REQUESTED

Motion to confirm appointments of inspectors of election and alternates as submitted for 2022-2023.

Franklin

REC'D CITY OF FRANKLIN
2021 NOV 19 PM 10:47

S. Wesolowski

Election Inspectors Nomination List

Dear Sandra Wesolowski
(municipal clerk)

Pursuant to Wis. Stat. §7.30, and for the purposes of nominating Republican Election
Inspectors in Milwaukee County,
(county)

I, David Karst, Chairman of the Republican Party of Milwaukee
(name) (position) (county)

County hereby nominate the named individuals below.

Certification

I, hereby, certify that I have contacted each nominee whose name appears on this list and each
nominee on this list has agreed to serve as an election inspector.

David Karst
County Party Chair

11/19/2021
Date

Jane O'Wear
County Party Secretary

11-19-21
Date

Please do not hesitate to contact me with any questions or if you need any additional
information.

Sharon Foley
(Name)

414 332 5422
(Phone)

lsafwriter@gmail.com
(Email)

Poll Workers
1.
Republican,
continued

New Election Inspectors For Franklin: Republican Nominees 2022-2023

Pattie Logsdon
414 529 3519

12100 W. Belmar Drive Franklin 53132
blogsdon@wi.rr.com

Jullie Marso
414 529 1554

8716 S. Avian Way Franklin 53132
rjmarso@yahoo.com

Ray Fisher
414 421 5425

3647 W. Anita Lane Franklin 53132
rafisher4641@att.net

Cristine Gaulke
414 529 1706

8674 W. Oakwood Rd Franklin 53132
christinegaulke@yahoo.com

Roger Nickolaus
414 405 8004

2810 W Minnesota Ave Franklin 53132
RBNCARS@sbcglobal.net

Sharon Nickolaus
414 405 8004

2810 W Minnesota Ave. Franklin 53132
RBNCARS@sbcglobal.net

Susan Lierman
414 702 2092

7600 Francis Court E Franklin
susieqandjerry@yahoo.com

James Krueger
804 S 58th st 53132
Jkrueger61@hotmail.com
414 421 4898

Ed Eldridge
P.O. Box 10 Hales Corner 53130
414 425 6025
Suzeld8@aol.com

Susan Eldridge
P.O. Box 10 Hales Corner 53130
414 425 6025
Suzeld@aol.com

Juan Rodriguez
9314 S 33rd St 53132
Jrodriguez1245@yahoo.com 414 331 8911
414 331 8911

Gary Sorensen
Gsroen22770@yahoo.com
414 232 5336

Annette Suvhka
 3343 W Southwood 53132
 414 405 0571
At.suvhka@gmail.com

*Republicans,
 continue*

Arthur Skowron
 9046 S Cordgrass Cir 53132
 414 573 1210
Skowron.phd@gmail.com

Kimberly Muelver
kmuelver@mac.com
 414 559 6315
 8025 S Chapel Hill Dr 53122

Bart Zwitter
 414 803 7305
Bartzwitter@aol.com
 7549 Chapel Hill Court N 53132

Laurie Nutter
Laurie082876@gmail.com
 414 301 3187
 4275 W College Ave 53221

New Election Inspectors For Franklin Central Count: Republican Nominees 2022-2023

Wendy Edwards
 5272 W Yale Drive 53132
Wendy.edwardsnp@gmail.com
 262 321 4337

Rhoda Abelmann
 8827 W Knoll Ct 53132
 414 425 9814
Rhoda.abelmann@gmail.com

Ann Richardson
Talk2ann@sbcglobal.net
 414 534 0979
 9302 W Loomis Rd #9 53132

New Special Voting Deputies Franklin: Republican Nominees 2022-2023

Dana Kerr-Gindt
 414 403 6838
 9011 W Hawthorne Lane Franklin 53132
kerrconsulting@msn.com

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/21/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Confirmation of the Appointment of Bryan Tomczak as Director of Finance and Treasurer</p>	<p>ITEM NUMBER</p> <p>G.1.</p>
<p>The Mayor and the Director of Administration request the confirmation of Bryan Tomczak as Director of Finance & Treasurer for the City of Franklin, as of December 31, 2021. Bryan's resume and the Director of Finance & Treasurer position description are attached. Bryan will be in attendance at Tuesday's Meeting.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to confirm the appointment of Bryan Tomczak as the Director of Finance and Treasurer.</p>		

BRYAN TOMCZAK

S97W13244 Champions Dr, Muskego, WI 53150

PROFESSIONAL SUMMARY

Innovative accounting professional proficient in extracting financial data from various reporting systems and suggesting key operational changes. Highly analytical, deadline-driven director who completes accounting activities with accuracy and speed.

SKILLS

- Financial reporting
- US GAAP principles
- Corporate tax planning
- Cash flow analysis
- Fiscal budgeting
- QuickBooks Pro
- Peachtree/Sage
- Bookkeeping
- Customer relations

WORK HISTORY

Engagement Director, 01/2016 to Current

CliftonLarsonAllen LLP fka Komisar Brady & Co, LLP – Milwaukee, Wisconsin

- Manage 20 plus client relationships
- Supervise 5-10 staff and senior accountants
- Work with management at the project level to ensure expense plans are achieved
- Collected and reported monthly expense variances and explanations

Supervisor, 11/2003 to 12/2015

Komisar Brady & Co LLP – Milwaukee, Wisconsin

- Drafted and reviewed financial statement compilations before being approved by partners
- Performed complex general accounting functions, including preparation of journal entries, account analysis and balance sheet reconciliations
- Maintained fixed asset module and calculate and record monthly depreciation expense
- Reconstructed accounting records from clients' checks and cash receipts
- Responsible for hiring interns, staff, senior, and supervisor positions

EDUCATION

Master of Science. Professional Accounting, 2005

University of Wisconsin-Milwaukee - Milwaukee, WI

BBA. Accounting, 2004

University of Wisconsin-Milwaukee - Milwaukee, WI

- Graduated Magna Cum Laude

AFFILIATIONS

- Certified Public Accountant (CPA), Wisconsin

**CITY OF FRANKLIN
Job Description**

Job Title: Director of Finance & Treasurer
Department: Finance
Reports to: Director of Administration
Salary level: Management/Administrative/Supervisory Level XI
FLSA Status: Exempt
Prepared by: Calvin A. Patterson
Prepared Date: February 1, 2012
Approved By: **Common Council**
Approved Date: February 7, 2012

Summary:

Supervise, direct, analyze, interpret and communicate the finance and treasury operations of the City; provide management of the finance and treasury offices; and provide information and guidance to the Mayor, Director of Administration, Finance Committee and Common Council Members.

Essential Duties and Responsibilities:

Evaluate, develop, recommend and implement fiscal and treasury policies that will result in sound fiscal and treasury management.

Analyze, interpret and communicate financial operating results (monthly, quarterly and through special reports) to provide information and guidance to City officials and departments and provide technical financial support to City departments.

Prepare complex financial analysis and reports and provide high level consultation to City officials on financial and treasury management issues.

Responsible for establishing and maintaining good internal control policies and procedures and for ensuring proper segregation of duties to the extent possible with available manpower in order to see that all receipts are properly deposited, all disbursements are properly expended and City assets are safeguarded to the extent possible. To ensure the proper review of bank statements is performed on a regular basis, each month's bank statement reconciliation to cash receipts ledger must be signed and dated by both the preparer and the Director indicating the bank reconciliations were completed, reviewed and were acceptable.

Act in the lead role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

Manage the investment of City funds including but not limited to making the short term investment decisions for the City in accordance with investment policies and

goals, and local, state and federal regulations including maintaining required investment records and preparing necessary reports.

Supervise the annual property tax collection to ensure that all funds received are properly credited against taxpayers receivable balance and deposited daily, that timely payment is made to other taxing jurisdictions and that the final settlement is timely made to the County.

Supervise the subsequent collection of delinquent personal property taxes to maximize the subsequent collection of these delinquent taxes to the extent possible and the timely chargeback of any uncollected personal property taxes to the taxing jurisdictions

Supervise the City's cash receipting system to insure the proper receipt, deposit and recording of all funds received.

Oversee and maintain the operation of the financial and treasury data processing systems and analyze and recommend data processing alternatives.

Provide financial management of impact fees and the Self Insurance Fund including the setting of reimbursement rates from City departments, employees and retirees to ensure the solvency of this fund.

Supervise the calculation of the tax bills to ensure that the proper amounts get billed to taxpayers.

Provide financial management of the water utility, sewer fund and TIF Districts including providing the Board of Water Commissioners and Community Development Authority with professional guidance, assistance and consultation.

Monitor operations under the responsibility of the Deputy Finance Director and provide direction, guidance, and input on such responsibilities including, but not limited to, budget preparation and development, payroll operations, accounts payable, various annual financial reports, and special assessment collections.

Supervise and train assigned personnel, to ensure development of their full potential

Ensure the statutory duties of Treasurer are performed as required and serve as an "officer" of the City of Franklin

Attend meetings, when required, to support financial items. This may include meeting outside of normal business hours.

Maintain and catalog permanent records as required by the State.

Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications:

Education and Experience:

Graduation from an accredited college or university with a Bachelor's degree in accounting or finance, five (5) years of either accounting experience (municipal accounting preferred) or finance experience (a focus on treasury, banking, or investments preferred), a minimum of two years in public accounting preferred, or any equivalent combination of education and experience

Licensing and Certification:

Certified Public Accountant, Certified Public Finance Officer certification or Certified Governmental Finance Manager certification.

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate and administer policies and procedures for effective fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Administration

Supervision Exercised:

Exercises supervision of the Deputy Finance Director and Deputy Treasurer.

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

Familiar with computers and computer software including financial, tax, cash receipting, special assessment and payroll software, spreadsheet, database, presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone

Physical Demands:

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

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment:

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

The noise level in the work environment is usually moderately quiet.

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

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

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/21/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO CREATE SECTION 15-3.0445 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 40 (CAPE CROSSING) AND TO REZONE PROPERTY FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 40 (12200 WEST RYAN ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.2.</p>

At the December 9, 2021, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to create section 15-3.0445 of the Franklin Unified Development Ordinance establishing Planned Development District No. 40 (Cape Crossing) and to rezone property from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to Planned Development District No. 40 (12200 West Ryan Road), and to remove conditions #1 and #4, and amend condition #3 to replace "Preliminary Plat" for "Final Plat". The vote was 4-1-1, four "ayes", one "nay" and one absent. The draft ordinance as recommended by the Plan Commission is dated December 10, 2021.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2021-_____, to create Section 15-3.0445 of the Franklin Unified Development Ordinance establishing Planned Development District No. 40 (Cape Crossing) and to rezone property from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to Planned Development District no. 40 (12200 West Ryan Road).

ORDINANCE NO. 2021-_____

AN ORDINANCE TO CREATE SECTION 15-3.0445 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 40 (CAPE CROSSING) AND TO REZONE PROPERTY FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 40 (12200 WEST RYAN ROAD)

WHEREAS, a petition for zoning change having been filed to change the zoning on a tract of land from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to a Planned Development District, which tract of land is located at 12200 West Ryan Road, bearing Tax Key Nos. 890-9991-001 and 890-9991-002, and which is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development District No. 40 (Cape Crossing) is in conformance with the City of Franklin Comprehensive Master Plan and contains more than 3 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 9th day of December, 2021, and the Plan Commission having reviewed the Planned Development District No. 40 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District No. 40 be approved; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District No. 40 will promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to Planned Development District No. 40 (Cape Crossing) as is created under SECTION 2 of this ordinance:

LEGAL DESCRIPTION: Being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Beginning at the southwest corner of the Southwest 1/4 of said Section 19; thence North 01°22'14" West along the west line of said Southwest 1/4, 2658.45 feet to the northwest corner of said Southwest 1/4; thence South 89°33'48" East along the north line of said Southwest 1/4, 1413.03 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South 00°36'57" East along said east line, 2174.70 feet to the northwesterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367 and a point on a curve; thence southwesterly 599.21 feet along the arc of said curve to the right, whose radius is 7777.60 feet and whose chord bears South 36°38'24" West, 599.06 feet to the south line of said Southwest 1/4; thence North 89°31'45" West along said south line, 1015.31 feet to the Point of Beginning.

ALSO

That part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the southwest corner of the Southwest 1/4 of said Section 19; thence South 89°31'45" East along the south line of said Southwest 1/4, 1142.36 feet to the southeasterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367, a point on a curve and the Point of Beginning 2; Thence northeasterly 387.26 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 36°51'54" East, 387.22 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South 00°36'57" East along said east line, 311.75 feet to the south line of said Southwest 1/4; thence North 89°31'45" West along said south line, 235.67 feet to the Point of Beginning 2.

SECTION 2: §15-3.0445 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby created to read as follows:

Section 15-3.0445 PLANNED DEVELOPMENT DISTRICT NO. 40 (*CAPE CROSSING*)

A. **Exhibits.**

This Planned Development District shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this ordinance, including, but not limited to such permits as are required under Division 15-8.0200 Construction, Division 15-8.0300 Construction Site Erosion Control and Division 15-8.0600, as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning manager in order to comply with all of the conditions of this Ordinance.

1. **Exhibit A:** Concept Plan entitled “Cape Crossing” prepared by Anthony Zanon, Pinnacle Engineering Group, dated November 23, 2021.
2. **Exhibit B:** Natural Resource Protection Plan prepared by Eric C. Parker, Stantec Consulting Services, Inc. dated August 14, 2017.
3. **Developer:** The applicant, Neumann Developments, Inc.

B. **District Intent.** It is the intent of the Planned Development District No. 40 (Cape Crossing) to allow for single-family residential development with reduced lot size and increased lot coverage. The Planned Development District No. 40 consists of two (2) areas with different development standards: The Estates Area and The Villas Area.

C. **General Requirements.**

1. The site shall be developed in substantial compliance with the district standards and specific development standards for The Estates Area and The Villas Area set forth in this Ordinance.

D. **District Standards.** Planned Development District No. 40 is further intended to have the following development standards:

- | | | |
|-----|------------------------|-------------------------------------------------------------------------------|
| (a) | Permitted uses: | Single-family residential, clubhouse and amenity areas depicted in Exhibit A. |
| (b) | Total lots: | 142 lots, maximum |
| (c) | Maximum gross density: | 1.85 dwelling units/acre |
| (d) | Maximum net density: | 2.85 dwelling units/acre |

- (e) Minimum open space ratio: 0.37

E. The Estates Area.

1. **Development Standards.** The Estates Area is further intended to have the following development standards:

- (a) Lots: 54 lots, maximum
- (b) Minimum lot size: 12,000 square feet
- (c) Minimum lot width, 85 feet, measured at setback line
- (d) Minimum front setback: 25 feet
- (e) Minimum corner setback: 25 feet
- (f) Minimum side setback: 10 feet
- (g) Minimum rear setback: 25 feet
- (h) Maximum lot coverage: 0.25
- (i) Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

F. The Villas Area.

1. **Development Standards.** The Villas Area is further intended to have the following development standards:

- (a) Lots: 88 lots, maximum
- (b) Minimum lot size: 9,000 square feet
- (c) Minimum lot width, 70 feet/ 90 feet for corner lots, measured at setback line
- (d) Minimum front setback: 25 feet
- (e) Minimum corner setback: 25 feet
- (f) Minimum side setback: 7.5 feet
- (g) Minimum rear setback: 25 feet
- (h) Maximum lot coverage: 0.30
- (i) Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

D. Plat Review.

1. The applicant shall be responsible for filing a Preliminary Plat of Subdivision consistent with all requirements of the Unified Development Ordinance.
2. The applicant shall submit a Landscape Plan and Lighting Plan, as defined in the Unified Development Ordinance as part of the Preliminary Plat submittal.
3. The applicant shall be responsible for filing a Final Plat of Subdivision consistent with all requirements of the Unified Development Ordinance.
4. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for the Final Plat. Said Subdivision Development Agreement shall be approved by the Common Council.
5. A Homeowner Association document shall accompany the Final Plat including deed restrictions specifying the maintenance of common areas. Said document shall be recorded after approval by the City of Franklin Attorney.
6. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department.
7. All protected natural resources indicated in the Natural Resource Protection Plan, including wetlands, wetland buffers, wetland setbacks and mature woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance.

H. Conditions of Approval.

The development of PDD No. 40 upon the adoption of 15-3.0445 shall occur and be in compliance with the Exhibit A Concept Plan (including the conditions of approval below, which are to be completed prior to the approval of the Final Plat).

1. The drainage easement along the west property line (or city limits) should include landscaping screening between lots 6-15 as long as it is acceptable to the Engineering Department. The applicant should submit a landscape plan for this area should with the Preliminary Plat.
2. The applicant should submit written approval from the holder of the 15-foot West Shore pipe line easement (Doc. 3875551) as a requirement for the grading plans associated with the Final Plat.

SECTION 3: 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 4: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 5: 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.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of December 9, 2021

Planned Development District (PDD) No. 40 – Cape Crossing

RECOMMENDATION: City Development staff does not recommend approval of Planned Development District No. 40 Cape Crossing as presented by the applicant.

However, City Development staff would recommend approval of this Planned Development District, subject to the conditions set forth in the attached draft ordinance for consideration of the Plan Commission.

Table with 2 columns: Field Name and Value. Fields include Project Name, Project Address, Applicant, Agent, Property Owner, Current Zoning, 2025 Comprehensive Plan, Use of Surrounding Properties, Applicant's Action Requested, and Planner.

Introduction:

Before you is a request to create a new Planned Development District (PDD) to allow for a residential development with 142 single-family units on this 84-acre site. If approved, this development will be the PDD No. 40.

The property is currently zoned R-3 – Suburban/Estate Single-Family Residence District, which allows up to 1.72 dwelling units per acre based on the maximum gross density, 144 units for this property. The proposed minimum lot sizes: 12,000 sf for "The Estates" and 9,000 sf for "The Villages" are below the minimum lot area required in the R-3 zoning district, which is 20,000 sf.

According to the applicant, the total estimated project cost would be around 12 million dollars and the anticipated home prices would start in the low-\$400's for "The Villas" and the low-\$500's for "The Estates".

Concept Review

A Concept Review for this project was presented before the Common Council on August 3, 2021. The previous version has 180 lots while the current design has 142 lots. The lot dimensional standards were uniform across the entire development which are now different in the "The Villas" and "The Estates".

Project Description/Analysis

The subject project site encompasses two properties (Tax Key 890 9991 001 & 002) with total areas of approximately 84 acres, but subtracting the WE energies right-of-way and the triangle-shaped land remnant in the southeast corner, the project site is reduced to approximately 82 acres. The site width (west of the WE energies right-of-way) is approximately 1,020 feet and the depth is 2,600 feet. This site is not located in the Tax Incremental District (TID) No. 6 "Mixed-Use District".

Most of the project site is currently zoned R-3 Suburban/Estate Single-Family Residence, with a relatively small area (0.7 Ac) zoned C-1 Conservancy near the northeast corner. However, this C-1 area is identified as wetlands in the Natural Resource Protection Plan (NRPP) and this development would not encroach into this wetland.

Planned Development District

The primary reason for this Planned Development District proposal is the minimum lot area and lot width, for example newly created lots in the R-3 zoning district must be at least 20,000 square feet (sf) for conventional subdivisions and 13,000 sf for open space subdivisions¹. Neither "The Estates" nor "The Villas" meet the required lot area for open space subdivisions in the R-3 zoning district. Therefore, the applicant is seeking to create a new Planned Development District with reduced lot area and lot width:

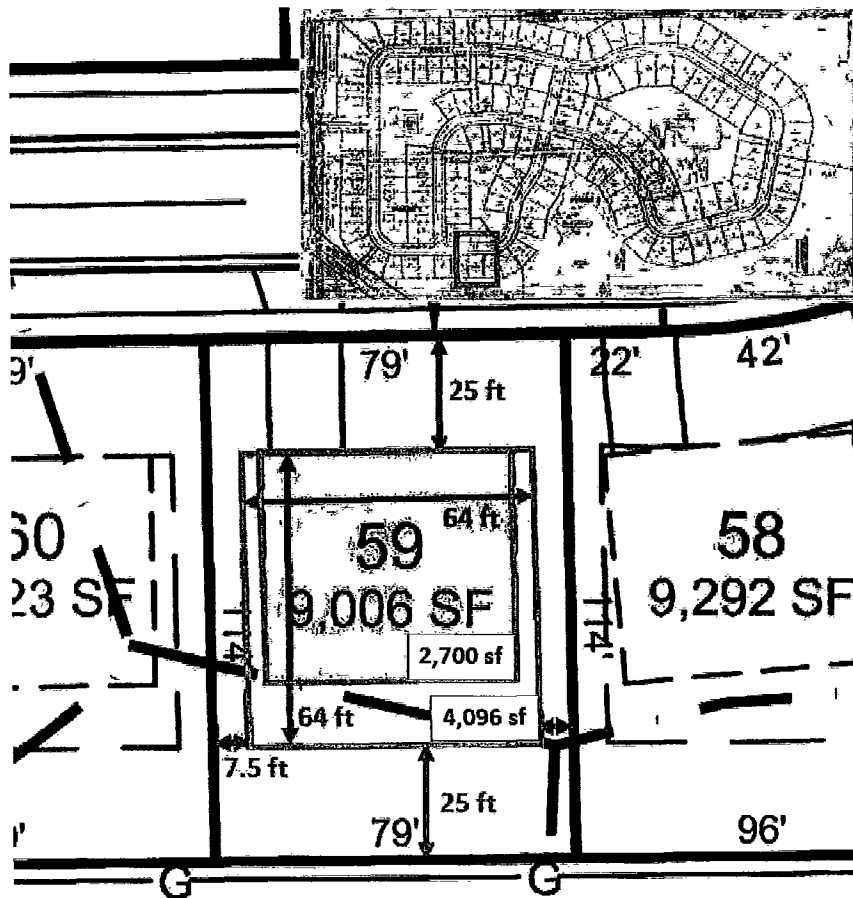
District	Minimum Lot Area Unit: square feet	Minimum Lot Width Unit: feet
Cape Crossing - The Estates	12,000	85
Cape Crossing -The Villas	9,000	70 / 90 (corner)
R-3 – Conventional subdivision	20,000	100 / 110 (corner)

¹ Open space subdivisions need to set aside undisturbed land for natural resource protection, agriculture or recreational purposes. The Cape Crossing design is considered as an open space subdivision with an open space ratio (OSR) of 37% (34 acres).

R-3 – Open space subdivision Option 2	13,000	90 / 105 (corner)
VR – Village Residential (Village of St. Martins)	7,200	60 / 75 (corner)

Given this PDD request is for residential lots with reduced sizes. It is worth to take a closer look of the smallest lot (#59) in the subdivision for a dimensional analysis. The area of Lot #59 is 9,006 sf and the lot width 79 feet, so this lot is just above the minimum requirements for “The Villas” development standards. The building pad created by all the required setback is approximately 4,096 square feet and the maximum building footprint is 2,700 square feet based on the lot coverage of 30%.

For reference, the minimum living area for a dwelling unit in the R-3 zoning district is 1,700 sf for a single-story home and 1,100 sf for a multi-story home, therefore, the smallest lot in the subdivision could easily accommodate a dwelling unit that meets dimensional standards of the current zoning district without the need of a variance. Additionally, the remaining buildable area allows for residential accessory structures, such as pools, sheds, etc.

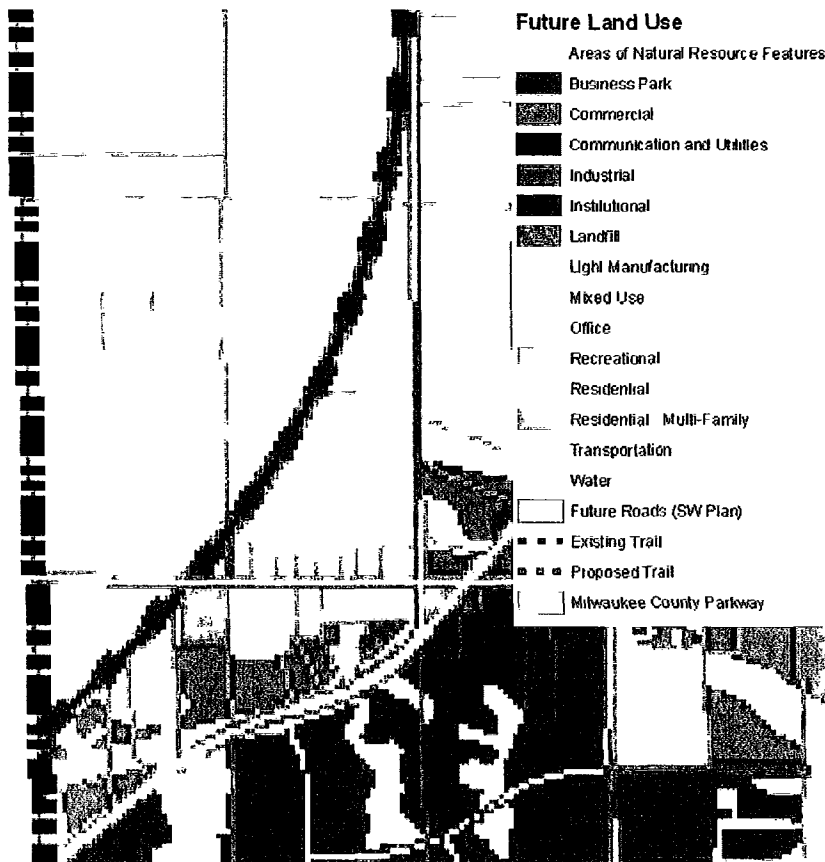


Dimensional analysis of the smallest lot (#59)

Consistency with Comprehensive Master Plan

The subject property is designated as Residential Single-Family and Areas of Natural Resource Features in the 2025 Future Land Use Map. The proposed Planned Development District for a residential single-family subdivision is consistent with the Comprehensive Plan in terms of land use.

With regards to the Areas of Natural Resource Features, the applicant submitted a Natural Resource Protection Plan (NRPP) prepared by Stantec Consulting Services, dated August 14, 2017, and attached to this packet. The NRPP identifies the protected natural resources present on this site, including wetlands, wetland setbacks, wetland buffers, mature woodlands and 100-year floodplain. The development as presented would not impact these natural resources, with the exception of overlapping of some lots (for example lots #34 and #35) and stormwater management areas into the wetland setback. Conservation easements will be required in these cases to protect the 50-foot wetland buffer.



City of Franklin 2025 Future Land Use Map

The Comprehensive Master Plan also incorporated the Franklin First plans (the Ticknor & Associates plan dated March 2000 and the R.A. Smith & Associates plan dated October 2001) by reference. The Ticknor report identified 12 areas which it believed must be reserved for their commercial, office, or industrial development potential in order to strive toward the City's 70/30 goal, i.e. expanding the City's nonresidential tax base to 30 percent in order to reduce the residential tax burden. The subject area is outside the Area G (Southwest Environs) which was envisioned for a future "industrial park" at time of the report, now Ryan Meadows. Therefore, the proposed Cape Crossing residential development does not contradict the Ticknor & Associates report.

Planned Development District ordinance

If this request is approved, the attached draft Planned Development District (PDD) ordinance will set forth the development standards for the Cape Crossing subdivision and its two areas: The Estates and The Villas. Note that subdivision design will be subject to further review as part of the Preliminary and Final Plat processes. These development standards are listed below:

Cape Crossing Planned Development District

- a. Permitted uses: Single-family residential, clubhouse and amenity areas
- b. Total lots: 142 lots, maximum
- c. Maximum gross density: 1.85 dwelling units/acre
- d. Maximum net density: 2.85 dwelling units/acre
- e. Minimum open space ratio: 0.37

The Estates

- a. Lots: 54 lots, maximum
- b. Minimum lot size: 12,000 square feet
- c. Minimum lot width: 85 feet, measured at setback line
- d. Minimum front setback: 25 feet
- e. Minimum corner setback: 25 feet
- f. Minimum side setback: 10 feet
- g. Minimum rear setback: 25 feet
- h. Maximum lot coverage: 0.25²
- i. Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

The Villas

² The applicant originally proposed a maximum lot coverage of 0.30 (30 %) for "The Estates" area, City Development staff recommended to reduce it to 0.25 in the memorandum dated November 16. The applicant agreed to reduce the lot coverage as indicated in the revised concept plan attached to this packet

- a. Lots: 88 lots, maximum
- b. Minimum lot size: 9,000 square feet
- c. Minimum lot width; 70 feet/ 90 feet for corner lots, measured at setback line
- d. Minimum front setback: 25 feet
- e. Minimum corner setback: 25 feet
- f. Minimum side setback: 7.5 feet
- g. Minimum rear setback: 25 feet
- h. Maximum lot coverage: 0.30
- i. Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

Ingress/egress

The proposed development would be served by a single boulevard-type access point, 80-foot right-of-way, 24-foot lane in each direction, median with landscaping, 10-foot curb lawn on both sides with street trees but no sidewalk. This boulevard access is depicted in the “Concept Entrance Landscape Plan” attached to this packet.

As previously pointed out during the Concept Review and the review memorandum, City Development staff has concerns with only one access point for residential development with 142 dwelling units. Therefore, City Development staff recommends a second access point in the case that wetland W-4 is deemed exempt from state and federal wetland regulations. If wetland W-4 is subject to state and/or wetland regulations, this condition shall be void.

It is important to note that road connections from this development to adjacent properties are extremely difficult due to the presence of a gas pipeline, overhead utility line to the east, wetland and floodplain to the east and north, as well as wetlands, woodlands and city limits to the west. Future road connections to this development other than access to Ryan Road is not anticipated.

In the responses to the review memorandum, the applicant stated that “The boulevard is proposed so if one side of the boulevard is blocked, the other side has the width (24’ on either side of boulevard) to allow for two-way traffic. This entry boulevard is only 275 feet long before it reaches the internal loop road system. Additionally, in the unlikely event of a complete blockage in front of the dual entrance a secondary 12’ paved emergency access is proposed in the southeast corner connecting to the future trailhead area”.

The Police Department is satisfied with the applicant’s justification per e-mail dated November 22, attached to the meeting packet (Appendix #2).

It is worth mentioning that City Development staff objected to the original location of the single access point due to reduced visibility created by a street grade change on Ryan Rd. The applicant addressed this issue by shifting this access point further to the west.

Landscape buffering

City Development staff recommended a 25-foot landscape bufferyard along the west property line or city limits, excluding natural resource areas such as wetlands and woodlands, to provide screening between the proposed development and the existing subdivisions and golf course located in the City of Muskego.

The applicant partially addressed this recommendation by adding a landscape bufferyard easement in the rear of lots 22-44, per responses to staff memorandum: “A 25’ landscape easement can be provided on lots 22-24 and that is now shown on the revised concept plan.” However, staff recommends to revise the concept plan to depict a 25-foot wide landscape bufferyard easement instead of a 15-foot easement.

With regards the landscape bufferyard recommended in the rear of lots 6-15, the applicant stated that “The existing topography in this area shows drainage flowing from west to east. To provide proper drainage on the project site, a swale will be installed along this west subdivision line on lots 6-15 to direct drainage to outlot 2 (between lots 12 and 13) which then drains easterly into outlot 6, outlot 7 and then into outlot 3. There will be a 25’ drainage easement on the rears of these lots (lots 6-15) that covers the proposed swale. Due to the providing proper drainage, there will not be any landscaping along this west subdivision line at lots 6-15”.

City Development staff objects to the applicant’s justification because landscaping may be installed within a drainage easement as long as it is approved by the City Engineer. Per input received from Assistant City Engineer Tyler Beinlich: “Our standard storm drainage easement document does state that landscaping can be in the storm drainage easement as approved by the City Engineer. I don’t really see an issue with landscaping on the top of a berm/backside of a ditch so long as it doesn’t impede the actual ditch. I think with a wider easement 25’ (vs the 20’ we typically see) would help to allow for plantings as a buffer without impacting the drainage way. It all really depends on what their design entails for the drainage easement”.

City Development staff recommends that the drainage easement along the west property line (or city limits) should include landscaping screening between lots 6-15 as long as it is acceptable to the Engineering Department, a landscape plan for this area should be submitted with the preliminary or final plat.

West Shore pipeline

On the east side of the project area, between the overhead high tension power line and the proposed residential lots and stormwater management areas, there is the 15-foot west shore pipeline easement. Even though, residential lots and stormwater management areas would be outside the easement, grading may be limited near this easement. According to the applicant, “contact has been made with Aric Aufdermauer with West Shore Pipeline. Will require application for any crossings of pipeline and grading plans when available”.

City Development staff recommends written approval from the easement holder as a requirement for the grading plans associated with the preliminary plat.

City Department comments

Fire Department comments

- Area is poorly 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.
- Further comments forthcoming upon site plan review.

Police Department comments

- As previously indicated in an email from me on July 12, 2021:
“The Police Department has concerns with this development, which includes 183 lots, being served by a single road access. In the event of an emergency at or near the one entry/exit point to the development residents would have no way to access/leave their residence until the emergency could be resolved.
The Police Department would suggest the development include a second access point to West Ryan Road.”

It appears that the number of home / lots has since changed from the original plans referred to in my previous email from 183 down to 142 home / lots, however the same concern regarding a single access point to the subdivision remains.

Any emergency or disturbance at the only entrance to the subdivision on West Ryan Rd may not only prevent residents from entering/leaving the subdivision, but more importantly prevent first responders from accessing the subdivision, in a timely manner, to provide emergency assistance needed elsewhere in the subdivision.

Note: see e-mail dated November 22, appendix #2.

Engineering Department comments

- No comments.

- See attached e-mail regarding access point.

Inspection Services Department comments

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

Staff Recommendation:

City Development staff does not recommend approval of Planned Development District No. 40 Cape Crossing as presented by the applicant.

However, City Development staff would recommend approval of this Planned Development District, subject to the conditions set forth in the draft ordinance for consideration of the Plan Commission.

To summarize, recommended conditions are listed below and included in the draft ordinance in Section 2.H “Conditions of Approval”. The Plan Commission may opt to remove these conditions:

1. In the case that wetland W-4 is deemed exempt from state and federal wetland regulations. The applicant should include a second access point to Ryan Road as part of the Preliminary Plat, such access point shall meet the dimensional requirements for typical “Minor Streets” as set forth in Table 15-5-.0103 of the Unified Development Ordinance. If wetland W-4 is subject to state and/or wetland regulations, this condition shall be void.
2. The drainage easement along the west property line (or city limits) should include landscaping screening between lots 6-15 as long as it is acceptable to the Engineering Department. The applicant should submit a landscape plan for this area should with the Preliminary Plat.
3. The applicant should submit written approval from the holder of the 15-foot West Shore pipe line easement (Doc. 3875551) as a requirement for the grading plans associated with the Preliminary Plat.
4. The applicant shall increase the width of the landscape bufferyard easement from 15 feet to 25 feet between lots 22-24, this change shall be depicted in the Preliminary Plat.

Appendices:

1. E-mail from Assistant Engineer Tyler Beinlich regarding landscaping in storm drainage easement received on December 1, 2021
2. E-mail from Bryan Lindgren of Neumann Developments, Inc. regarding Police Department comments received on November 22, 2021

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 12-01-21]

ORDINANCE NO. 2021-_____

AN ORDINANCE TO CREATE SECTION 15-3.0445 OF THE
FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING
PLANNED DEVELOPMENT DISTRICT NO. 40 (*CAPE CROSSING*) AND
TO REZONE PROPERTY FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY
RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT
TO PLANNED DEVELOPMENT DISTRICT NO. 40
(12200 WEST RYAN ROAD)

WHEREAS, a petition for zoning change having been filed to change the zoning on a tract of land from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to a Planned Development District, which tract of land is located at 12200 West Ryan Road, bearing Tax Key Nos. 890-9991-001 and 890-9991-002, and which is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development District No. 40 (*Cape Crossing*) is in conformance with the City of Franklin Comprehensive Master Plan and contains more than 3 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 9th day of December, 2021, and the Plan Commission having reviewed the Planned Development District No. 40 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District No. 40 be approved; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District No. 40 will promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to Planned Development District No. 40 (*Cape Crossing*) as is created under SECTION 2 of this ordinance:

LEGAL DESCRIPTION: Being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Beginning at the southwest corner of the Southwest 1/4 of said Section 19; thence North 01°22'14" West along the west line of said Southwest 1/4, 2658.45 feet to the northwest corner of said Southwest 1/4; thence South 89°33'48" East along the north line of said Southwest 1/4, 1413.03 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South 00°36'57" East along said east line, 2174.70 feet to the northwesterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367 and a point on a curve; thence southwesterly 599.21 feet along the arc of said curve to the right, whose radius is 7777.60 feet and whose chord bears South 36°38'24" West, 599.06 feet to the south line of said Southwest 1/4; thence North 89°31'45" West along said south line, 1015.31 feet to the Point of Beginning.

ALSO

That part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the southwest corner of the Southwest 1/4 of said Section 19; thence South 89°31'45" East along the south line of said Southwest 1/4, 1142.36 feet to the southeasterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367, a point on a curve and the Point of Beginning 2; Thence northeasterly 387.26 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 36°51'54" East, 387.22 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South 00°36'57" East along said east line, 311.75 feet to the south line of said Southwest 1/4; thence North 89°31'45" West along said south line, 235.67 feet to the Point of Beginning 2.

SECTION 2: §15-3.0445 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby created to read as follows:

Section 15-3.0445 PLANNED DEVELOPMENT DISTRICT NO. 40 (*CAPE CROSSING*)

A. **Definitions.**

This Planned Development District shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this ordinance, including, but not limited to such permits as are required under Division 15-8.0200 Construction, Division 15-8.0300 Construction Site Erosion Control and Division 15-8.0600, as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning manager in order to comply with all of the conditions of this Ordinance.

1. **Exhibit A:** Concept Plan entitled “Cape Crossing” prepared by Anthony Zanon, Pinnacle Engineering Group, dated November 23, 2021.
2. **Exhibit B:** Natural Resource Protection Plan prepared by Eric C. Parker, Stantec Consulting Services, Inc. dated August 14, 2017.
3. **Developer:** The applicant, Neumann Developments, Inc.

B. **District Intent.** It is the intent of the Planned Development District No. 40 (Cape Crossing) to allow for single-family residential development with reduced lot size and increased lot coverage. The Planned Development District No. 40 consists of two (2) areas with different development standards: The Estates Area and The Villas Area.

C. **General Requirements.**

1. The site shall be developed in substantial compliance with the district standards and specific development standards for The Estates Area and The Villas Area set forth in this Ordinance.

D. **District Standards.** Planned Development District No. 40 is further intended to have the following development standards:

- | | | |
|-----|------------------------|-------------------------------------------------------------------------------|
| (a) | Permitted uses: | Single-family residential, clubhouse and amenity areas depicted in Exhibit A. |
| (b) | Total lots: | 142 lots, maximum |
| (c) | Maximum gross density: | 1.85 dwelling units/acre |
| (d) | Maximum net density: | 2.85 dwelling units/acre |

- (e) Minimum open space ratio: 0.37

E. The Estates Area.

- 1. **Development Standards.** The Estates Area is further intended to have the following development standards:
 - (a) Lots: 54 lots, maximum
 - (b) Minimum lot size: 12,000 square feet
 - (c) Minimum lot width, 85 feet, measured at setback line
 - (d) Minimum front setback: 25 feet
 - (e) Minimum corner setback: 25 feet
 - (f) Minimum side setback: 10 feet
 - (g) Minimum rear setback: 25 feet
 - (h) Maximum lot coverage: 0.25
 - (i) Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

F. The Villas Area.

- 1. **Development Standards.** The Villas Area is further intended to have the following development standards:
 - (a) Lots: 88 lots, maximum
 - (b) Minimum lot size: 9,000 square feet
 - (c) Minimum lot width, 70 feet/ 90 feet for corner lots, measured at setback line
 - (d) Minimum front setback: 25 feet
 - (e) Minimum corner setback: 25 feet
 - (f) Minimum side setback: 7.5 feet
 - (g) Minimum rear setback: 25 feet
 - (h) Maximum lot coverage: 0.30
 - (i) Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

D. Plat Review.

1. The applicant shall be responsible for filing a Preliminary Plat of Subdivision consistent with all requirements of the Unified Development Ordinance.
2. The applicant shall submit a Landscape Plan and Lighting Plan, as defined in the Unified Development Ordinance as part of the Preliminary Plat submittal.
3. The applicant shall be responsible for filing a Final Plat of Subdivision consistent with all requirements of the Unified Development Ordinance.
4. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for the Final Plat. Said Subdivision Development Agreement shall be approved by the Common Council.
5. A Homeowner Association document shall accompany the Final Plat including deed restrictions specifying the maintenance of common areas. Said document shall be recorded after approval by the City of Franklin Attorney.
6. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department.
7. All protected natural resources indicated in the Natural Resource Protection Plan, including wetlands, wetland buffers, wetland setbacks and mature woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance.

H. Conditions of Approval.

The development of PDD No. 40 upon the adoption of 15-3.0445 shall occur and be in compliance with the Exhibit A Concept Plan (including the conditions of approval below, which are to be completed prior to the approval of the Final Plat).

1. In the case that wetland W-4 is deemed exempt from state and federal wetland regulations. The applicant should include a second access point to Ryan Road as part of the Preliminary Plat, such access point shall meet the dimensional requirements for typical "Minor Streets" as set forth in Table 15-5-.0103 of the Unified Development Ordinance. If wetland W-4 is subject to state and/or wetland regulations, this condition shall be void.
2. The drainage easement along the west property line (or city limits) should include landscaping screening between lots 6-15 as long as it is acceptable to the Engineering Department. The applicant should submit a landscape plan for this area should with the Preliminary Plat.
3. The applicant should submit written approval from the holder of the 15-foot West Shore pipe line easement (Doc. 3875551) as a requirement for the grading plans associated with the Preliminary Plat.
4. The applicant shall increase the width of the landscape bufferyard easement

from 15 feet to 25 feet between lots 22-24, this change shall be depicted in the Preliminary Plat.

SECTION 3: 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 4: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 5: 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.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Regulo Martinez-Montilva

From: Tyler Beinlich
Sent: Wednesday, December 1, 2021 10:08 AM
To: Regulo Martinez-Montilva
Subject: Landscaping in Storm Drainage Easement

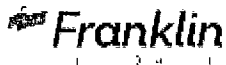
Follow Up Flag: Follow up
Flag Status: Flagged

Regulo,

Our standard storm drainage easement document does state that landscaping can be in the storm drainage easement as approved by the City Engineer. I don't really see an issue with landscaping on the top of a berm/backside of a ditch so long as it doesn't impede the actual ditch. I think with a wider easement 25' (vs the 20' we typically see) would help to allow for plantings as a buffer without impacting the drainage way. It all really depends on what their design entails for the drainage easement.

"That no structure, fence, plantings, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, and landscaping may be constructed or placed within the Easement Area as approved by the City Engineer."

Thanks,
Tyler Beinlich, PE
Assistant City Engineer
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132
(414) 425-7510



Regulo Martinez-Montilva

From: Bryan Lindgren <blindgren@neumanncompanies.com>
Sent: Monday, November 22, 2021 3:28 PM
To: Regulo Martinez-Montilva
Cc: Steve DeCleene, Steve Olson, Eric Obarski
Subject: FW: 12200 W Ryan Road Development

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Regulo,

We have followed up with the Police Chief as requested and with further explanation of the design and plan he is supportive of the boulevard access as we have designed

Thanks,

Bryan Lindgren

N27 W24025 Paul Ct., Suite 100 | Pewaukee, WI 53072
 O 262.542.9200 | C 608.215.4934
www.neumannland.com



From: Rick Oliva <ROliva@franklinwi.gov>
Sent: Monday, November 22, 2021 3:23 PM
To: Bryan Lindgren <blindgren@neumanncompanies.com>, Craig Liermann <CLiermann@franklinwi.gov>
Cc: Eric Obarski <eobarski@neumanncompanies.com>
Subject: RE: 12200 W Ryan Road Development

Bryan,

Based on below explanation, the police department is satisfied with your plans

Rick Oliva
 Chief of Police
 Franklin Police Department
 9455 W Loomis Road
 Franklin, WI 53132
 (414) 425-2522
 police@franklinwi.gov



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From: Bryan Lindgren <blindgren@neumanncompanies.com>
Sent: Monday, November 22, 2021 2:34 PM
To: Craig Liermann <CLiermann@franklinwi.gov>
Cc: Eric Obarski <eobarski@neumanncompanies.com>, Rick Oliva <ROliva@franklinwi.gov>
Subject: 12200 W Ryan Road Development

Hi Asst Chief Liermann,

Thank you for reviewing our plans for development of the property at 12200 W Ryan Road. We received your comment in regards to the single access point to the neighborhood.

We have met with Mayor Olson as well as the planning and engineering staff in regards to the design. After providing more detail on the specifications and reasoning to the Mayor, staff, and Alderman Nelson, they all seem supportive of keeping the boulevard as is with the only change being to shift it slightly west so that the viewing distances can be improved. There are a couple of details that are important that don't show up clearly on the site plan. First, the dual entrance area is 80' wide with two separate 24' wide lanes. In case one side is blocked the other will support two way traffic. This initial boulevard section is also only 275' long. Once past this point there are multiple internal access routes to anywhere in the neighborhood. Additionally, if both of these lanes gets blocked, there is a 12' wide paved emergency access path in the southeast corner that leads across the bike path and into the future parking lot at the trail head.

There is also limited road frontage on Ryan Road to work with, and two entrances spaced farther apart would force each to be placed on separate sides of the hill that peaks around the current entrance location. This would likely result in limited traffic visibility from both locations. A second access point would have been considered to the north, east, or west, but these areas are all either developed or containing wetlands and environmental areas that will never be developed. Taking all of these things into consideration, we felt the best and safest option was to create the oversized dual entrance boulevard along with an emergency access point. Does this additional info about the increased width of each lane of entrance as well as providing the emergency access address your concerns for the design of the development? We appreciate your opinion and definitely want to design a neighborhood that is both attractive and safe for the new residents. Thank you and I look forward to any additional feedback you can provide.

Thanks,

Bryan Lindgren

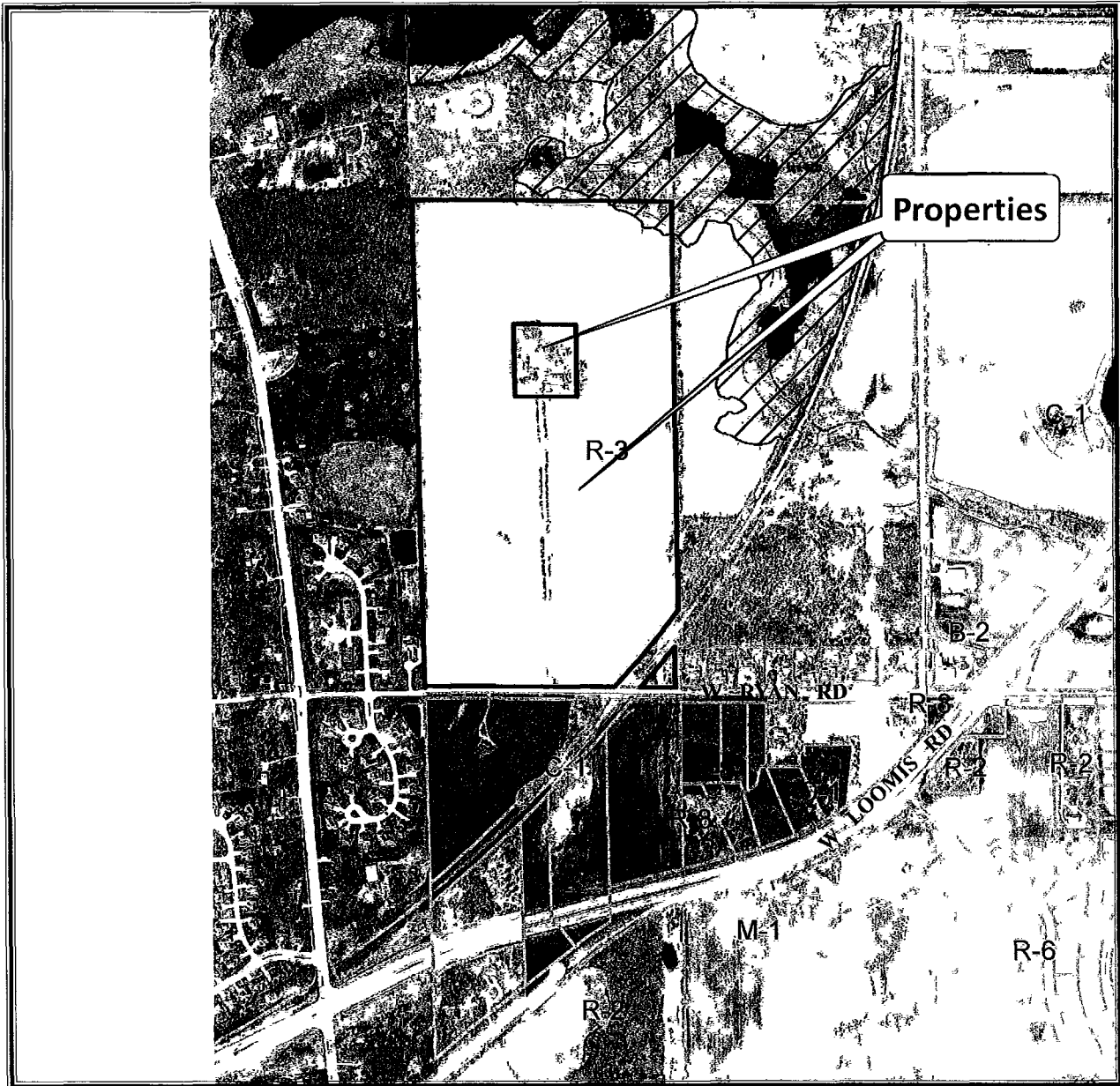
N27 W24025 Paul Ct., Suite 100 | Pewaukee, WI 53072

O 262.542.9200 | C 608.215.4934

www.neumannland.com



Address: 12200 W. Ryan Road
TKNs: 890-9991-001 and 890-9991-002



Planning Department
(414) 425-4024

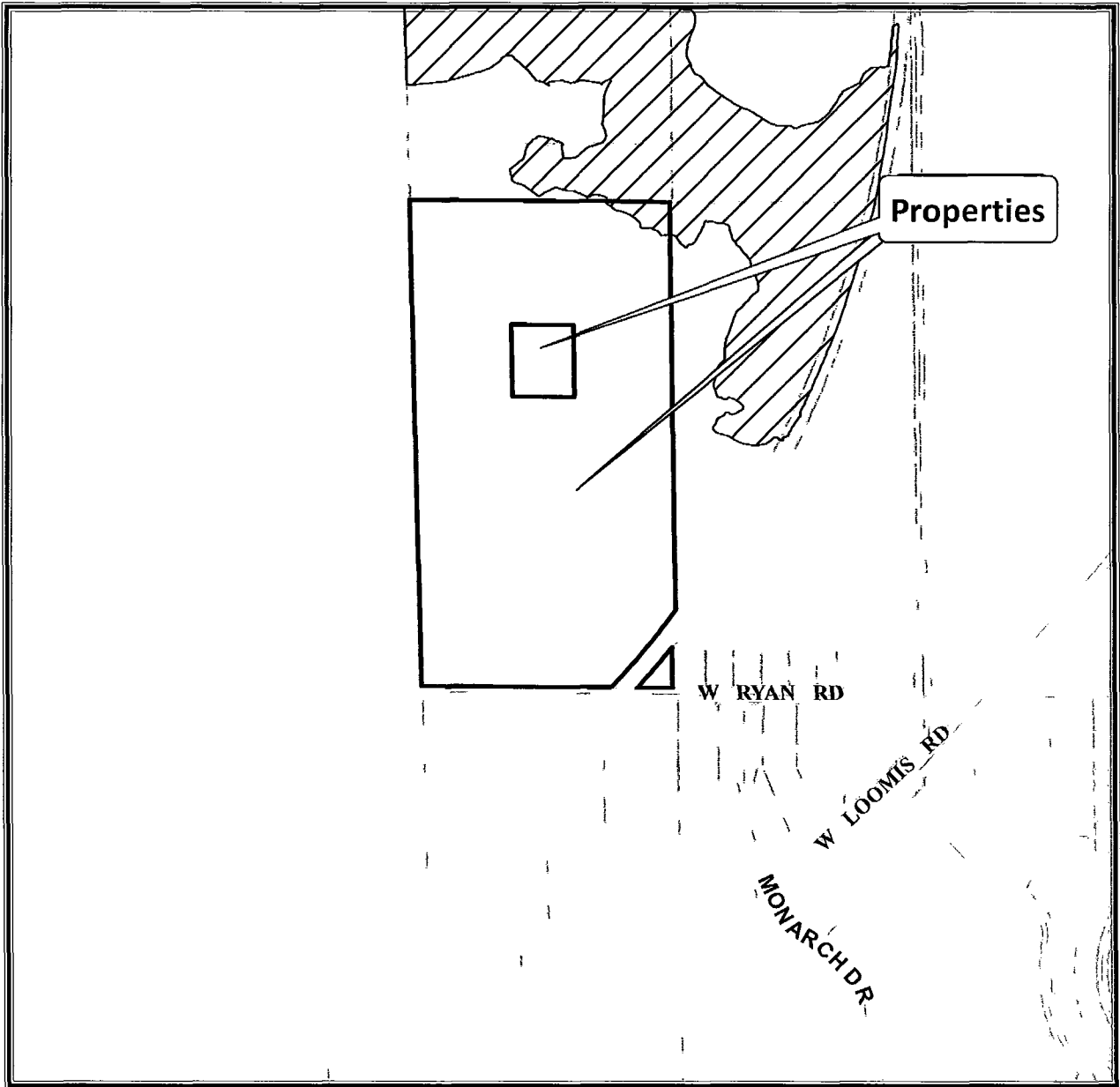
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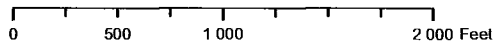
2021 Aerial Photo

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

Address: 12200 W. Ryan Road
TKNs: 890-9991-001 and 890-9991-002

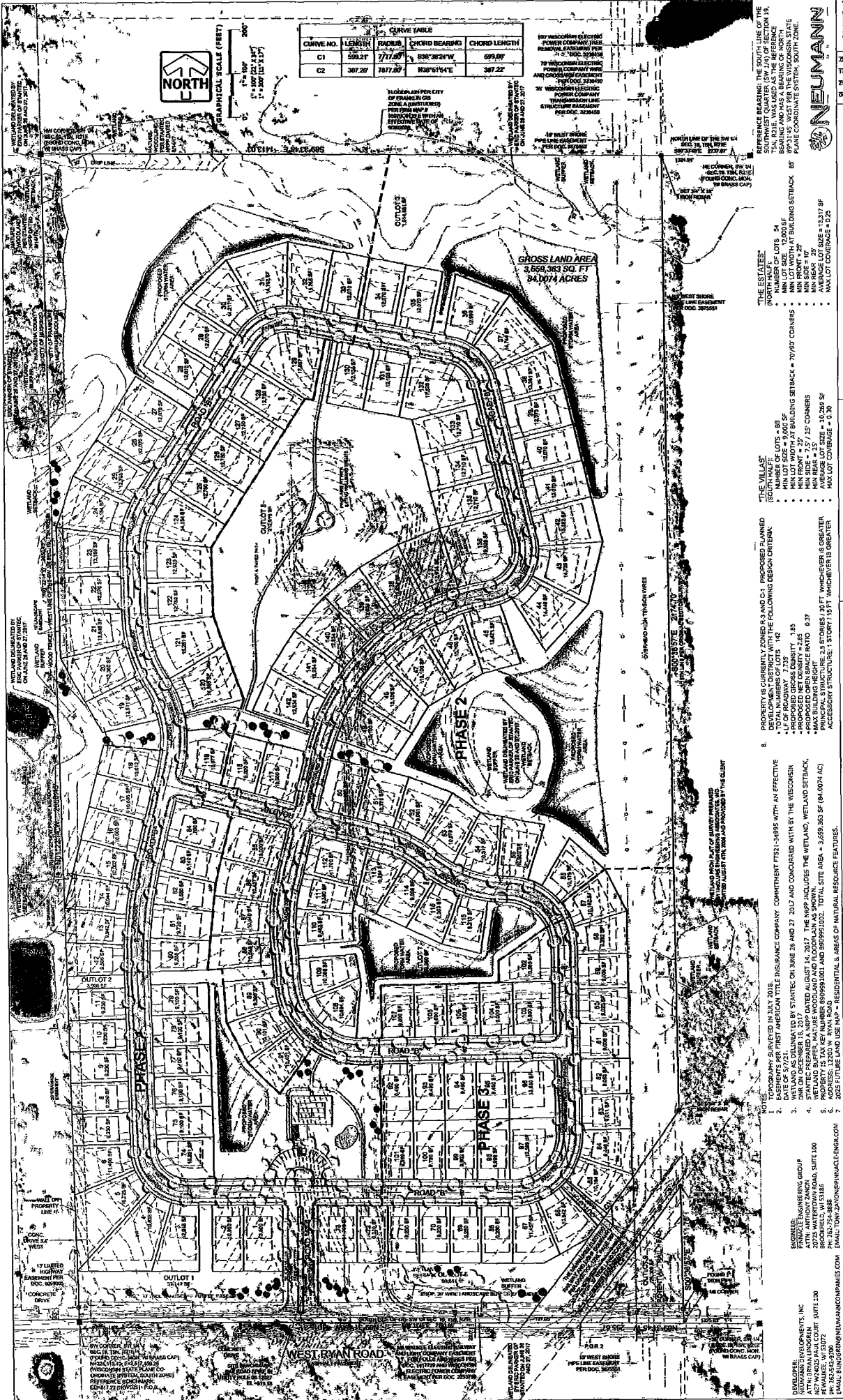


Planning Department
(414) 425-4024



2021 Aerial Photo

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



CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	598.21	7717.85	S38°30'24"W	699.87
C2	387.25	7877.55	N63°15'41"E	347.22

FOR INFORMATION ELECTRIC POWER COMPANY HAS BEEN REQUESTED TO PROVIDE THE LOCATION OF ALL EXISTING AND PROPOSED POWER LINES AND CROSSING INFORMATION TO THE PROJECT. THE LOCATION OF ALL EXISTING AND PROPOSED POWER LINES AND CROSSING INFORMATION TO THE PROJECT. THE LOCATION OF ALL EXISTING AND PROPOSED POWER LINES AND CROSSING INFORMATION TO THE PROJECT.

THE VILLAGES:
 (SEE MAP FOR PHASES)
 • NUMBER OF LOTS = 54
 • MIN. LOT SIZE = 12,000 SF
 • MIN. FRONT SETBACK = 10 FT.
 • MIN. FRONT YARD = 25 FT.
 • MIN. SIDE YARD = 10 FT.
 • MIN. SIDE SETBACK = 10 FT.
 • AVERAGE LOT SIZE = 13,217 SF
 • MAX. LOT COVERAGE = 0.25

THE STATES:
 • NUMBER OF LOTS = 54
 • MIN. LOT SIZE = 12,000 SF
 • MIN. FRONT SETBACK = 10 FT.
 • MIN. FRONT YARD = 25 FT.
 • MIN. SIDE YARD = 10 FT.
 • MIN. SIDE SETBACK = 10 FT.
 • AVERAGE LOT SIZE = 13,217 SF
 • MAX. LOT COVERAGE = 0.25

PROPERTY IS CURRENTLY ZONED R3 AND C1. PROPOSED PLANNED DEVELOPMENT WITH THE FOLLOWING DESIGN CRITERIA:
 • LF OF ROADWAY = 7.25'
 • PROPOSED SETBACK = 25'
 • PROPOSED OPEN SPACE RATIO = 0.37
 • MINIMUM STRUCTURE: 1.5 STORIES / 10 FT. WHICHEVER IS GREATER
 • ACCESSORY STRUCTURE: 1 STORY / 11.5 FT. WHICHEVER IS GREATER

NOTES:
 1. THIS PLAN IS THE PROPERTY OF Pinnacle Engineering Group.
 2. ALL INFORMATION IS BASED ON THE RECORD DRAWINGS AND SURVEY DATA PROVIDED BY THE CLIENT.
 3. THIS PLAN IS SUBJECT TO THE CITY OF MILWAUKEE ZONING ORDINANCES AND REGULATIONS.
 4. THE CITY OF MILWAUKEE HAS REVIEWED THIS PLAN AND HAS ISSUED A CONCEPT PLAN APPROVAL.
 5. THE CITY OF MILWAUKEE HAS REVIEWED THIS PLAN AND HAS ISSUED A CONCEPT PLAN APPROVAL.
 6. THE CITY OF MILWAUKEE HAS REVIEWED THIS PLAN AND HAS ISSUED A CONCEPT PLAN APPROVAL.
 7. THE CITY OF MILWAUKEE HAS REVIEWED THIS PLAN AND HAS ISSUED A CONCEPT PLAN APPROVAL.

DEVELOPER:
 PINNACLE ENGINEERING GROUP
 ATTN: ANTHONY BANDA
 3800 W. WISCONSIN AVENUE, SUITE 100
 MILWAUKEE, WI 53218
 PH: 262-754-8888
 EMAIL: ANTHONY.BANDA@PINNACLE-ENGR.COM

FOR MORE INFORMATION CONTACT:
 PINNACLE ENGINEERING GROUP
 ATTN: ANTHONY BANDA
 3800 W. WISCONSIN AVENUE, SUITE 100
 MILWAUKEE, WI 53218
 PH: 262-754-8888
 EMAIL: ANTHONY.BANDA@PINNACLE-ENGR.COM

SHEET	REVISIONS
C-1	09-01-21
C-1	09-16-21
C-1	11-22-21

1. CITY COMMENTS
 2. CITY COMMENTS
 3. CITY COMMENTS

CONCEPT PLAN

CAPE CROSSING
 CITY OF FRANKLIN, MILWAUKEE CO.

PLAN DESIGN DELIVER
 PINNACLE ENGINEERING GROUP
 3800 W. WISCONSIN AVENUE, SUITE 100
 MILWAUKEE, WI 53218
 PH: 262-754-8888
 EMAIL: ANTHONY.BANDA@PINNACLE-ENGR.COM

MEMORANDUM

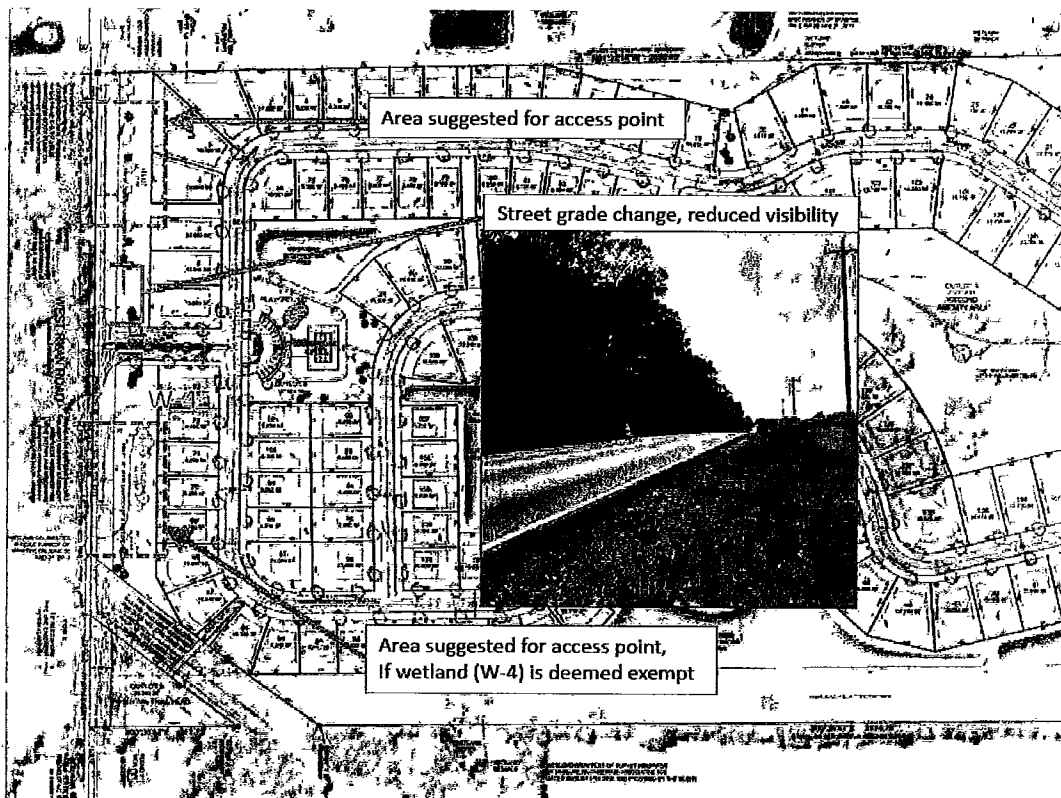
Date: November 16, 2021
To: Bryan Lindgren. Neumann Developments, Inc.
From: Department of City Development
Régulo Martínez-Montilva, Principal Planner
RE: Review comments - Cape Crossing Planned Development District for residential single-family subdivision. 12200 W Ryan Rd.

Please be advised that city staff has reviewed this Planned Development District (PDD) application received on September 30, 2021. Department comments are as follows:

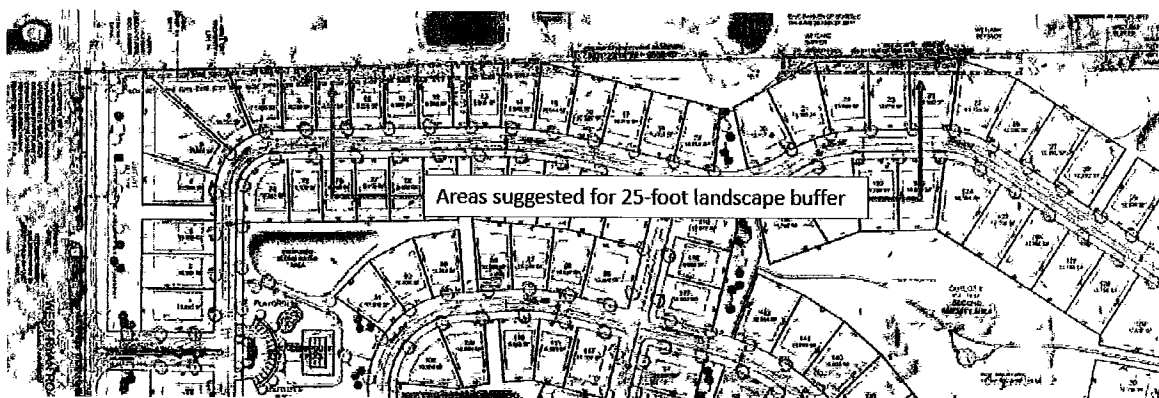
City Development Department comments

1. **Second access point strongly recommended.** As pointed out during the Concept Review, City Development staff has concerns with the proposed residential development to be served by a single access point. The Police Department also has concerns with regards to this matter (see Police Department comments). **The development has continuous loop roads throughout with no cul-de-sacs which provides multiple internal access routes. The preferred access to West Ryan Road is one access point which will have a boulevard. The boulevard is proposed so if one side of the boulevard is blocked, the other side has the width (24' on either side of boulevard) to allow for two-way traffic. This entry boulevard is only 275 feet long before it reaches the internal loop road system. Additionally, in the unlikely event of a complete blockage in front of the dual entrance a secondary 12' paved emergency access is proposed in the southeast corner connecting to the future trailhead area.**

Additionally, City Development staff has concerns about the location of the access point, which is too close to a significant street grade change and may limit the visibility of vehicles leaving the subdivision and turning left into Ryan Road. City Development staff recommends relocation of the proposed access point and a second access point provided that wetland W-4 is deemed exempt from state and federal wetlands regulations, see image below for reference: **The access road to West Ryan Road was shifted to the west as shown on the revised concept site plan.**



- Landscape bufferyard recommended.** City Development staff recommends a 25-foot landscape bufferyard along the west property line or city limits, excluding natural resource areas such as wetlands and woodlands, to provide screening between the proposed development and the existing subdivisions and golf course located in the City of Muskego. See image below for reference: **The existing topography in this area shows drainage flowing from west to east. To provide proper drainage on the project site, a swale will be installed along this west subdivision line on lots 6-15 to direct drainage to outlot 2 (between lots 12 and 13) which then drains easterly into outlot 6, outlot 7 and then into outlot 3. There will be a 25' drainage easement on the rears of these lots (lots 6-15) that covers the proposed swale. Due to the providing proper drainage, there will not be any landscaping along this west subdivision line at lots 6-15. A 25' landscape easement can be provided on lots 22-24 and that is now shown on the revised concept plan.**



3. **Maximum Lot Coverage for The Estates Area.** For consistency with the Unified Development Ordinance (UDO), City Development staff recommends to reduce the lot coverage in The Estates Area to 0.25. The Estates Area is similar to the R-6 Suburban Single-Family Residence District in terms of minimum lot size (11,000 square feet), the maximum lot coverage in the R-6 district is 0.25. **Revised the lot coverage on The Estates to 0.25 and this is noted on the revised concept site plan.**

4. **Planned Development District for development standards only.** If approved, the Planned Development District will set forth the development standards for the Cape Crossing subdivision and its two areas: The Estates and The Villas. Development standards include the following:

Cape Crossing Planned Development District

- a. Permitted uses: Single-family residential, clubhouse and amenity areas
- b. Total lots: 142 lots, maximum
- c. Maximum gross density: 1.85 dwelling units/acre
- d. Maximum net density: 2.85 dwelling units/acre
- e. Minimum open space ratio: 0.37

The Estates

- a. Lots: 54 lots, maximum
- b. Minimum lot size: 12,000 square feet
- c. Minimum lot width: 85 feet, measured at setback line
- d. Minimum front setback: 25 feet
- e. Minimum corner setback: 25 feet
- f. Minimum side setback: 10 feet
- g. Minimum rear setback: 25 feet
- h. Maximum lot coverage: 0.30 (City Development staff recommends 0.25)
- i. Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

The Villas

- a. Lots: 88 lots, maximum
- b. Minimum lot size: 9,000 square feet
- c. Minimum lot width: 70 feet/ 90 feet for corner lots, measured at setback line
- d. Minimum front setback: 25 feet
- e. Minimum corner setback: 25 feet
- f. Minimum side setback: 7.5 feet
- g. Minimum rear setback: 25 feet
- h. Maximum lot coverage: 0.30
- i. Maximum building height,
 - Principal structure: 2.5 stories / 30 feet, whichever is greater
 - Accessory structure: 1 story / 15 feet, whichever is greater

The subdivision design will be subject to further review as part of the Preliminary and Final Plat

process. **Comment only, no change other than per #3 above.**

5. **Subsequent steps.** If the Planned Development District is adopted, please note the subsequent required approvals: **Comment only, no change.**
 - a. Preliminary and Final Plat with associated easements, including but not limited to: conservation easement, landscape bufferyard easement, drainage easement and utility easements.
 - b. Landscape Plan (UDO Division 15-7.0300) and Lighting Plan (UDO 15-5.0402) will be required as part of the plat submittal.
 - c. Any subdivision monument sign will require a separate application as well as review and approval by the Plan Commission.
 - d. Stormwater management, grading, utility and erosion control plans must be submitted separately to the Engineering Department (414-425-7510).
 - e. Homeowner Association Declaration shall be submitted with the Final Plat for City Attorney review.
 - f. Separate site plan for amenity areas, such as clubhouse and pool in outlot 6, as well as fire pit in outlot 8.
 - g. Other approvals required by other city departments and other agencies.
6. **Wetland setback.** Note that a conservation easement would be still required to protect the 50-foot wetland setback where this setback overlaps residential lots. For example, lots 34-36. **The conservancy easements on the property will be finalized once the construction plans are prepared. The conservation easements will be shown on the final plat and a separate easement document (using the City template) will be prepared. Please note there is anticipated grading in the wetland buffer and setback to properly drain the property and to meet storm water management requirements. The grading will be shown on the grading plans. There will not be any impervious structures within these areas.**
7. **Phasing.** Is there any phasing planned for this development? **Yes, three phases and the phases are now shown on the revised concept site plan.**
8. **West Shore pipeline.** Has the West Shore pipeline operator been contacted for comments about this development proposal? **Contact has been made with Aric Aufdermauer with West Shore Pipeline. Will require application for any crossings of pipeline and grading plans when available.**

Fire Department comments

9. Area is poorly 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. **Comment only, no change.**
- 10 Further comments forthcoming upon site plan review. **Comment only, no change.**

Police Department comments

11. As previously indicated in an email from me on July 12, 2021:

“The Police Department has concerns with this development, which includes 183 lots, being served by a single road access. In the event of an emergency at or near the one entry/exit point to the development residents would have no way to access/leave their residence until the emergency could be resolved.

The Police Department would suggest the development include a second access point to West Ryan Road.”

It appears that the number of home / lots has since changed from the original plans referred to in my pervious email from 183 down to 142 home / lots, however the same concern regarding a single access point to the subdivision remains.

Any emergency or disturbance at the only entrance to the subdivision on West Ryan Rd may not only prevent residents from entering/leaving the subdivision, but more importantly prevent first responders from accessing the subdivision, in a timely manner, to provide emergency assistance needed elsewhere in the subdivision. **See response to #1 above. Design further reviewed directly with the Police Department with explanations and further detail provided. Police Department in support of design as presented per correspondence from 11/22/21.**

Engineering Department comments

12. No comments. **Comment only, no change.**

13. See attached e-mail regarding access point. **See response to #1 above.**

Inspection Services Department comments

14. Inspection Services has no comments on the proposal at this time. **Comment only, no change.**



September 30, 2021

City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Dear Plan Commission,

We are excited to be submitting for consideration our request to re-zone the following property located in the City of Franklin:

- Subject property:
 - Address: 12200 W Ryan Road, Franklin, WI 53132
 - Tax Key: 890-9991-001 & 890-9991-002
 - Size: approximately 84.0074 acres
 - Current Owner: Franklin DC Land LLC
 - Current Zoning: R-3 and C-1
 - Proposed Zoning: Planned Development District (PDD)

About Neumann Developments Inc.

Neumann Developments Inc. has been creating single-family residential subdivisions in South-Eastern and South-Central Wisconsin since the year 2000 and has had the proud distinction to have their communities selected for the Metropolitan Builders Association Parade of Homes in twelve neighborhoods in the past twelve years. Since the year 2000, Neumann Developments has developed over 5000 home sites, built over 55 miles of roads, and preserved over 2700 acres of land.

Through strategic partnerships with some of the area's largest builders we are able to create high quality residential developments that bring lasting value to communities. We look forward to the opportunity to bring a great neighborhood to the City of Franklin.

Market Demand

The market statistics for new residential homes has been and remains incredibly strong. In Franklin, inventory of homes available for sale in September was a mere 1.65 months, prices were up 11.78% year over year, with 80% of homes selling in under 30 days. We take a long-range vision in land development planning and the great location, schools, businesses, and community that attract people to Franklin will continue to keep demand for new homes in the community strong. By the time this proposed development is ready to bring homes to market in late 2022 and 2023 we are confident that the demand will be there as well.



Comprehensive Master Plan

The property has been identified to include residential uses and areas of natural resource features to be preserved on the Future Land Use Map 2025.

We believe that given the site and community characteristics as well as the demand for residential homes that the highest and best use for the property is to keep a combination of various densities of residential uses from the Master Plan as well as maintaining the proposed open spaces.

A thorough Natural Resources Protection Plan was conducted, and the boundaries of natural resource areas have been mapped and are to be avoided in the proposed plan.

Development Overview

- Proposed Development
 - Total Units = 142 units
 - Proposed Gross Density = 1.85 units/acre
 - Proposed Net Density = 2.85 units/acre
 - Proposed Open Space Ratio = 0.37
 - Current Property Assessed Value = \$215,700
 - Estimated Tax Base upon completion = \$70,000,000

- The Estates - Single Family Residential
 - Total Units = 54 lots
 - Proposed Zoning = PDD
 - Min. Lot Size = 12,000 SF (Avg. 13,317 SF)
 - Min. Lot Width at building setback = 85'
 - Min. Front = 25'
 - Min Side = 10'
 - Min. Rear = 25'
 - Max Lot Coverage = 25%

- The Villas – Single Family Residential
 - Total Units = 88 lots
 - Proposed Zoning = PDD
 - Min Lot Size = 9,000 SF (Avg. 10,305 SF)
 - Min. Lot Width at building Setback = 70'/90' Corners
 - Min. Side = 7.5'/25' Corners
 - Min. Rear = 25'
 - Max Lot Coverage = 30%

- Open Space preservation = 34.90 Acres (37%)



The proposed development will be able to offer new and current residents housing options in various sizes and price points that are hard to find in Franklin. We anticipate the Villas single family homes to vary in size and design and start in the low-\$400's. The Estates single family homes, will offer premium homesites and homes starting in the low-\$500's. The entire development will be controlled by a master HOA and architectural controls will be in place to create an aesthetically pleasing neighborhood as well as to manage common amenities and green spaces.

The proposed zoning district is consistent with the Comprehensive Master Plan and furthers the desire by the developer and the City to create housing options that will be an asset to the community for many years to come. The use of a Planned Development District on this property provides for uses compatible with planning and surrounding areas that results in the provision of a safe and efficient system for pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and community facilities; and ensures adequate standards of construction and planning. We believe this neighborhood would be a great addition to Franklin and the new residents will love the proximity to easy commuter routes, blend of urban and rural environment, ample green space, private neighborhood amenities such as a pool, playground, and firepit, access to the proposed interurban trail, and quick access to downtown areas.

If approved, we would seek to start development work in the spring of 2022. The estimated project cost would be around \$12,000,000. This project would be owned and developed by a Neumann Developments Inc. related entity. Villas lots would be sold as home and lot packages through affiliated builder Harbor Homes and Estates lots would be available through affiliated builder Tim O'Brien Homes as well as made available directly to individuals and other builders.

This petition is being made after careful consideration regarding the market supply and demand of different residential product types in the Franklin area and we feel it provides housing options that will benefit the City for many years to come.

Thank you for your consideration of this proposed project.

Sincerely,

Bryan Lindgren
Neumann Developments Inc

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA
 FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	84.01 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 7.45 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	- 0.00 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses, <i>or</i> In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses	- 0.00 acres
STEP 5:	Equals "Base Site Area"	= 76.56 acres

(ROW for W Ryan Road(1 29) & gas/overhead easements (6 16))

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes 10-19%	0 00	0 60	0 40	X _____ = _____	_____
20-30%	0 65	0 75	0 70	X _____ = _____	_____
+ 30%	0 90	0 85	0 80	X _____ = _____	_____
Woodlands & Forests					
Mature	0 70	0 70	0 70	X 0.69 = _____ X _____ = _____	0.48 _____
Young	0 50	0 50	0 50		
Lakes & Ponds	1	1	1	X _____ = _____	
Streams	1	1	1	X _____ = _____	
Shore Buffer	1	1	1	X _____ = _____	
Floodplains	1	1	1	X 0.01 = _____	0.01
Wetland Buffers	1	1	1	X 2.12 = _____	2.12
Wetlands & Shoreland Wetlands	1	1	1	X 3.16 = _____	3 16
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					5.77

Note In conducting the calculations in Table 15-3 0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards.

SECTION 15-3.0504

CALCULATION OF SITE INTENSITY AND CAPACITY FOR RESIDENTIAL USES

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR RESIDENTIAL DEVELOPMENT

<p>STEP 1:</p>	<p>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>76.56</u></p> <p>Multiple by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard) x <u>0.35</u> (TABLE 15-3.0402c)</p> <p>Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =</p>	<p>26.80 acres</p>
<p>STEP 2:</p>	<p>CALCULATE NET BUILDABLE SITE AREA:</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>76.56</u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater <u>- 26.80</u></p> <p>Equals NET BUILDABLE SITE AREA =</p>	<p>49.76 acres</p>
<p>STEP 3:</p>	<p>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>49.76</u></p> <p>Multiple by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard) x <u>8.0</u> (TABLE 15-3 0402c)</p> <p>Equals MAXIMUM NET DENSITY YIELD OF SITE =</p>	<p>398 D U s</p>
<p>STEP 4:</p>	<p>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>76.56</u></p> <p>Multiple by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard) x <u>6 10</u> (TABLE 15-3 0402c)</p> <p>Equals MAXIMUM GROSS DENSITY YIELD OF SITE =</p>	<p>467 D U s</p>
<p>STEP 5:</p>	<p>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</p> <p>Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)</p>	<p>398 D U s</p>

calculated gross density = proposed 142 lots / 76.56 ac (base site area)= 1.85
 calculated net density = proposed 142 lots / 49.76 ac (net buildable area) = 2 85
 calculated open space = 28 74 ac (open space is the sum of the 9 outlots (34 90 ac) minus the gas and overhead easement area (6.16 ac)) / 76 56 ac (base site area) = 0 37

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

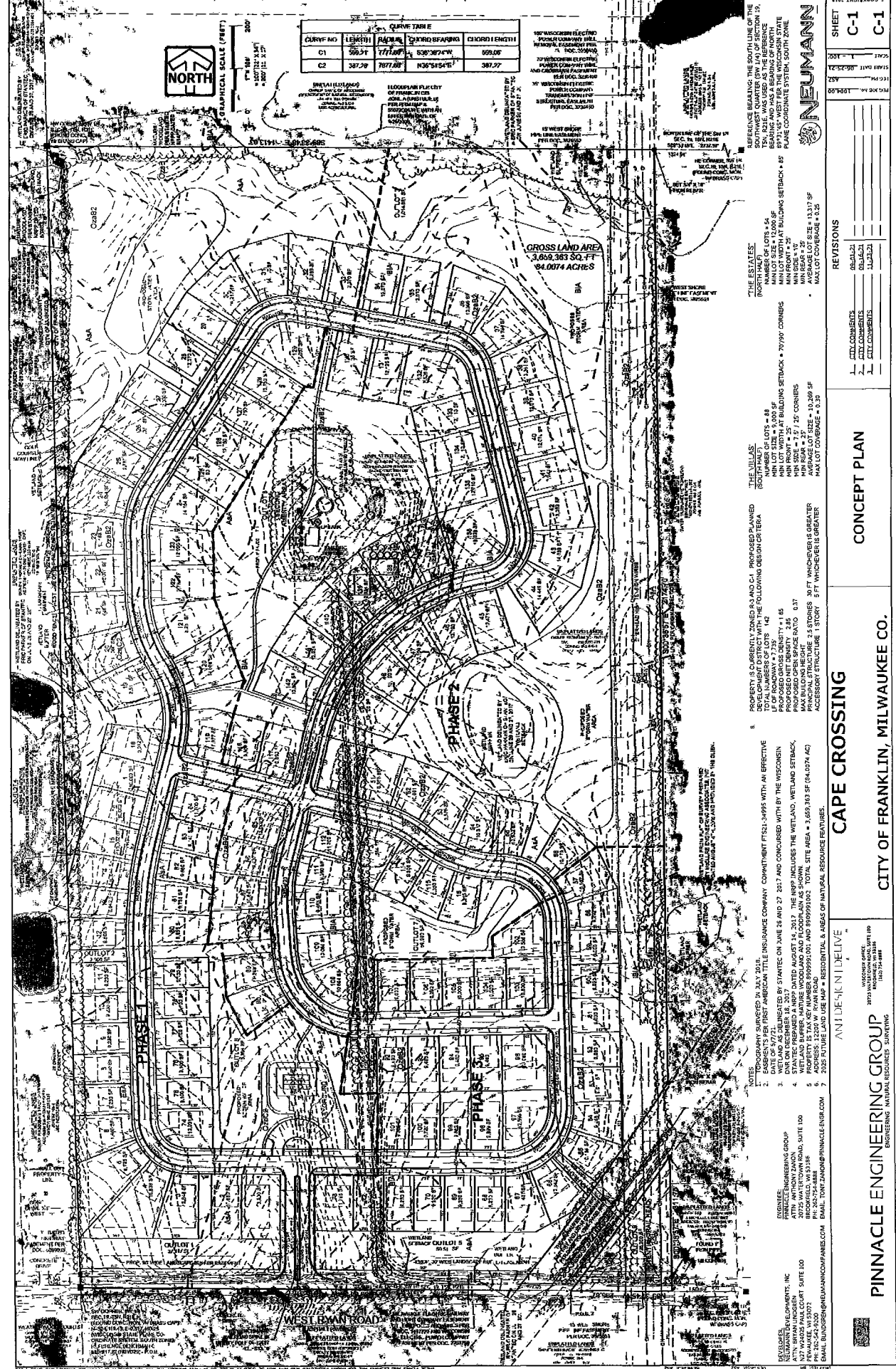
Beginning at the southwest corner of the Southwest 1/4 of said Section 19, thence North 01°22'14" West along the west line of said Southwest 1/4, 2658.45 feet to the northwest corner of said Southwest 1/4; thence South 89°33'48" East along the north line of said Southwest 1/4, 1413.03 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey, thence South 00°36'57" East along said east line, 2174.70 feet to the northwesterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367 and a point on a curve, thence southwesterly 599.21 feet along the arc of said curve to the right, whose radius is 7777.60 feet and whose chord bears South 36°38'24" West, 599.06 feet to the south line of said Southwest 1/4; thence North 89°31'45" West along said south line, 1015.31 feet to the Point of Beginning

ALSO

That part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows

Commencing at the southwest corner of the Southwest 1/4 of said Section 19; thence South 89°31'45" East along the south line of said Southwest 1/4, 1142.36 feet to the southeasterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367, a point on a curve and the Point of Beginning 2;

Thence northeasterly 387.26 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 36°51'54" East, 387.22 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South 00°36'57" East along said east line, 311.75 feet to the south line of said Southwest 1/4, thence North 89°31'45" West along said south line, 235.67 feet to the Point of Beginning 2



CURVE NO.	LENGTH	CHORD BEARING	CHORD LENGTH
C1	568.37	S 36° 36' 27.4" E	569.00
C2	387.79	T 77° 11' 00" E	387.77



GRAPHICAL SCALE (FEET)
1" = 300'

LOOKPLANE PLACEMENT OF PHASE 1, 2 & 3
FROM THE PLANNED
ROADWAY WITH
RESPECT TO THE
PROPERTY LINE

15° W. CURVE BEARING
FROM THE SOUTH LINE OF THE
PROPERTY LINE TO THE
PROPERTY LINE
15° W. CURVE BEARING
FROM THE SOUTH LINE OF THE
PROPERTY LINE TO THE
PROPERTY LINE

NEUMANN
ENGINEERING GROUP
1000 W. WISCONSIN AVENUE
MILWAUKEE, WI 53233
TEL: 414.224.1000
WWW.NEUMANN-ENGINEERING.COM

THE VILLAGES:
SOUTH HALF OF LOTS 5-8
MIN LOT SIZE = 3,000 SF
MIN WIDTH AT BUILDING SETBACK = 70' 0" CORNERS
MIN SIDE = 7' 5" 7' 25" CORNERS
AVERAGE LOT SIZE = 10,289 SF
MAX LOT COVERAGE = 0.30

THE ESTATES:
NORTH HALF OF LOTS 5-8
MIN LOT SIZE = 1,000 SF
MIN WIDTH AT BUILDING SETBACK = 70' 0" CORNERS
MIN SIDE = 7' 5" 7' 25" CORNERS
AVERAGE LOT SIZE = 13,317 SF
MAX LOT COVERAGE = 0.25

PROPERTY IS CURRENTLY ZONED R3 AND C1. PROPOSED PLANNED DEVELOPMENT DISTRICT WITH THE FOLLOWING DESIGN CRITERIA:
LF OF ROADWAY = 2,735' - 14'
PROPOSED OPEN SPACE RATIO = 14.5
PROPOSED OPEN SPACE RATIO = 14.5
PRINCIPAL STRUCTURE 2.5 STORIES 30 FT WHICH EVER IS GREATER
ACCESSORY STRUCTURE 1 STORY 8 FT WHICH EVER IS GREATER

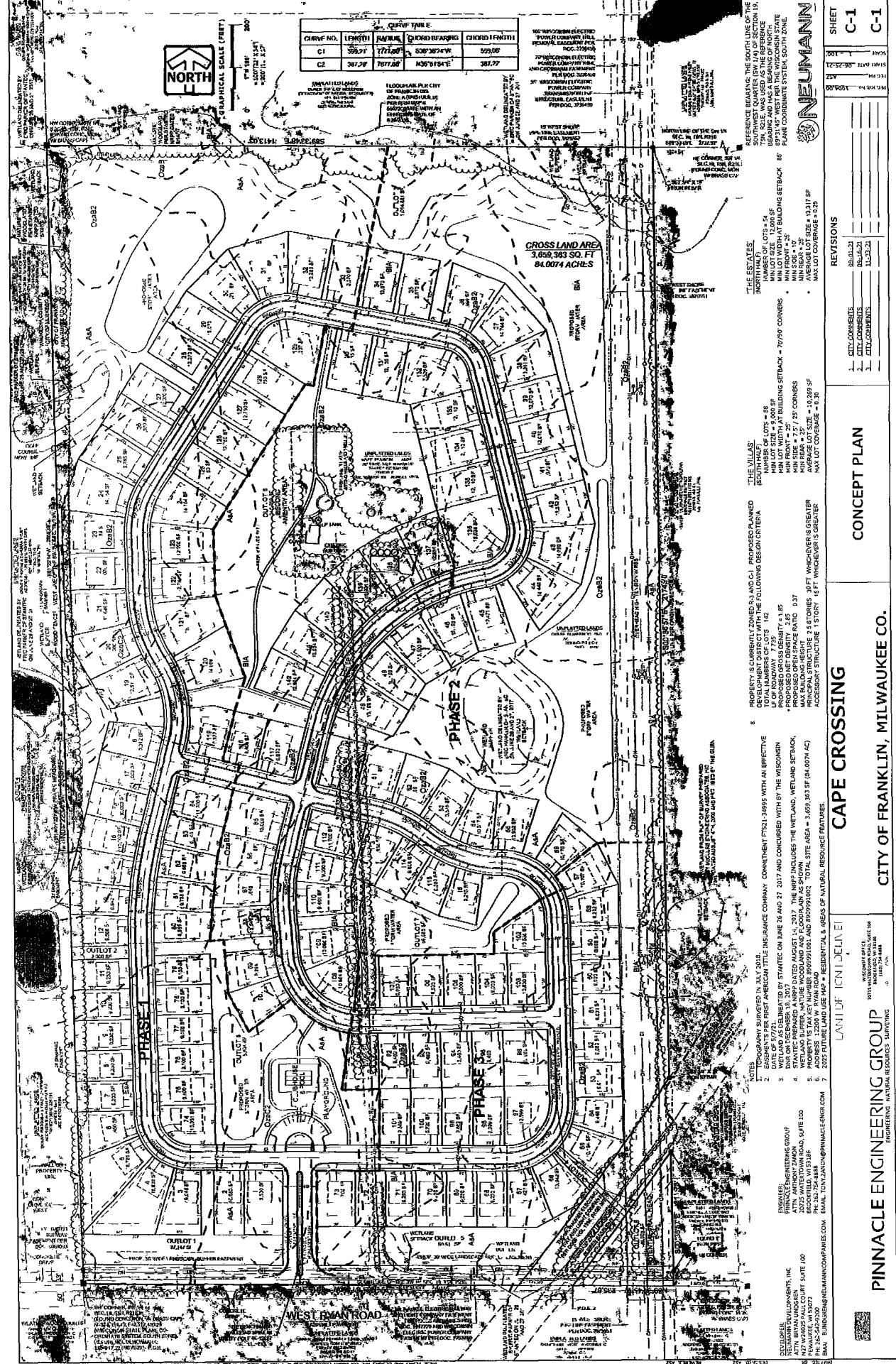
NOTES:
1. ENGINEER HAS REVIEWED ALL RECORD PLANS AND HAS FOUND THEM TO BE CORRECT.
2. DATE OF 9/27/21.
3. DIVISION OF PUBLIC WORKS BY STATE ON JUNE 26 AND 27 2017 AND CONCURRED WITH BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION ON DECEMBER 18, 2017.
4. STATUTE PREPARED A NRP DATED AUGUST 14, 2017. THE NRP INCLUDES THE WETLAND, WETLAND SETBACK, AND WETLAND BUFFER ZONES.
5. PROPERTY IS TAX KEY NUMBER 899991001 AND 899991002. TOTAL SITE AREA = 3,669,383 SF (84,074 AC).
6. ADDRESS: 12205 W. SWAN ROAD.
7. 2500 SOUTH LANE DRIVE, SUITE 200, MILWAUKEE, WI 53233. RESIDENTIAL & AREAS OF NATURAL RESOURCE FEATURES.

REVISIONS:
NO. DATE BY
1. 10/10/21 JZ
2. 10/10/21 JZ

CONCEPT PLAN

CITY OF FRANKLIN, MILWAUKEE CO.

PINNACLE ENGINEERING GROUP
ENGINEERING, NATURAL RESOURCES, SURVEYING
1000 W. WISCONSIN AVENUE
MILWAUKEE, WI 53233
TEL: 414.224.1000
WWW.PINNACLE-ENGINEERING.COM



PROPERTY IS CURRENTLY ZONED R-3 AND C-1. PROPOSED PLANNED DEVELOPMENT IS SUBJECT TO THE FOLLOWING DESIGN CRITERIA:
 TOTAL NUMBER OF LOTS: 142
 LF OF ROADWAY: 7,750
 LF OF SIDEWALK: 7,750
 PROPOSED NET DENSITY: 2.25
 PROPOSED OPEN SPACE RATIO: 0.37
 PRINCIPAL STRUCTURE: 2 STORIES, 30 FT. HEIGHT
 ACCESSORY STRUCTURE: 1 STORY, 16 FT. HEIGHT OR LESS

THE VILLAS:
 MIN LOT SIZE = 9,000 SF
 MIN FRONT SETBACK = 25'
 MIN SIDE SETBACK = 7.5'
 MIN DEPTH = 25'
 MIN WIDTH = 25'
 MIN AREA = 25'
 MIN SETBACK = 25'
 AVERAGE LOT SIZE = 10,200 SF
 MAX LOT COVERAGE = 12.30

THE ESTATES:
 MIN LOT SIZE = 10,000 SF
 MIN FRONT SETBACK = 25'
 MIN SIDE SETBACK = 7.5'
 MIN DEPTH = 25'
 MIN WIDTH = 25'
 MIN AREA = 25'
 MIN SETBACK = 25'
 AVERAGE LOT SIZE = 12,317 SF
 MAX LOT COVERAGE = 12.30

REVISIONS:

1. PRELIMINARY	11/15/17
2. PRELIMINARY	12/22/17
3. PRELIMINARY	01/23/18

CONCEPT PLAN

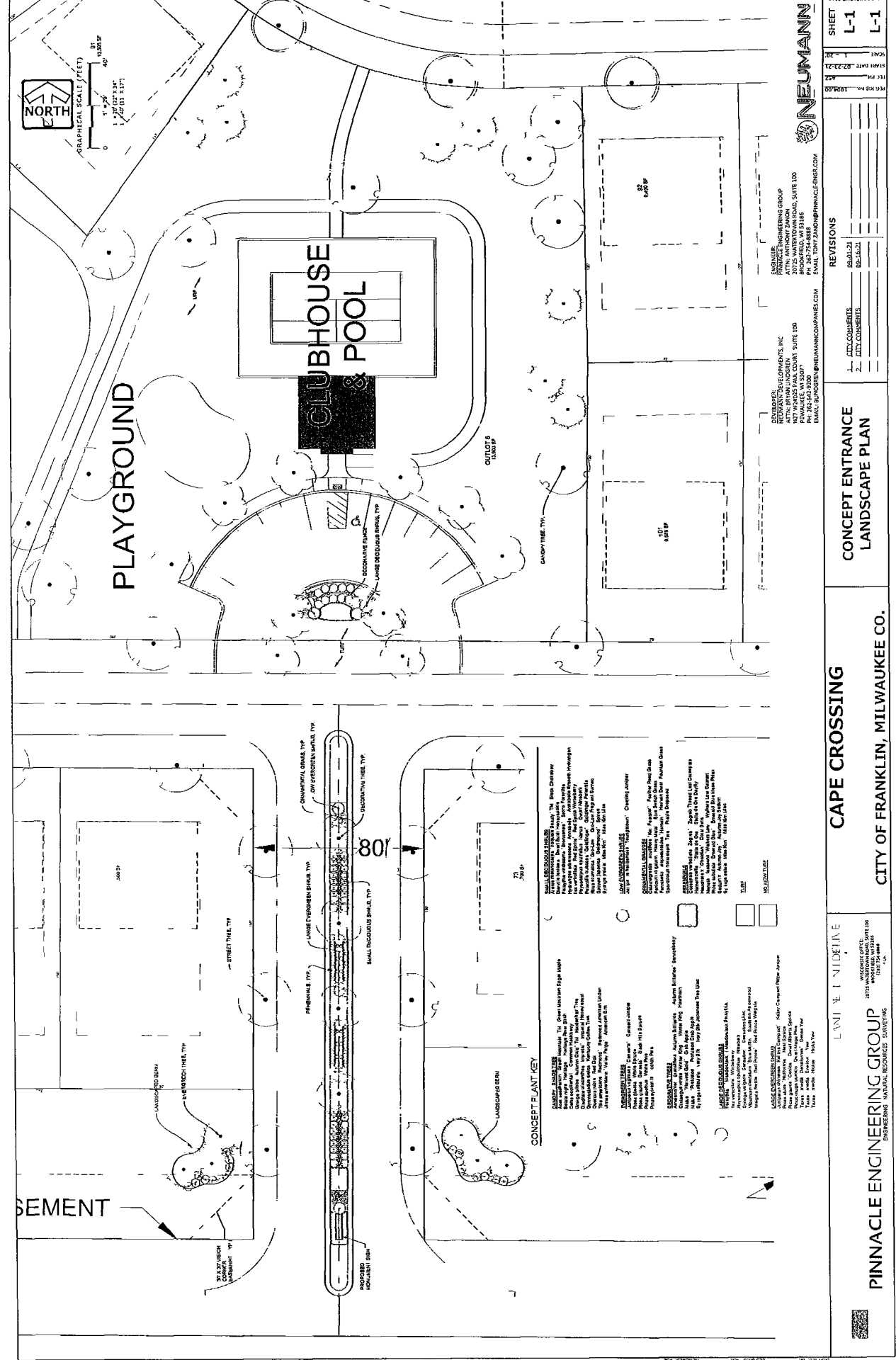
CITY OF FRANKLIN, MILWAUKEE CO.

CAPE CROSSING

LAVINIA J. ICINI-JELIN, EIT

PINNACLE ENGINEERING GROUP
 ENGINEERING, NATURAL RESOURCES, SURVEYING

2100 N. WISCONSIN AVENUE, SUITE 100
 MILWAUKEE, WI 53212
 TEL: 414.224.2200
 FAX: 414.224.2201
 WWW.PINNACLEENR.COM



ENGINEER
Pinnacle Engineering Group
2025 WATERLOO ROAD, SUITE 100
MILWAUKEE, WISCONSIN 53212
PH: 414-355-1100
EMAIL: TONY.ZAND@PINCAPLEENR.COM

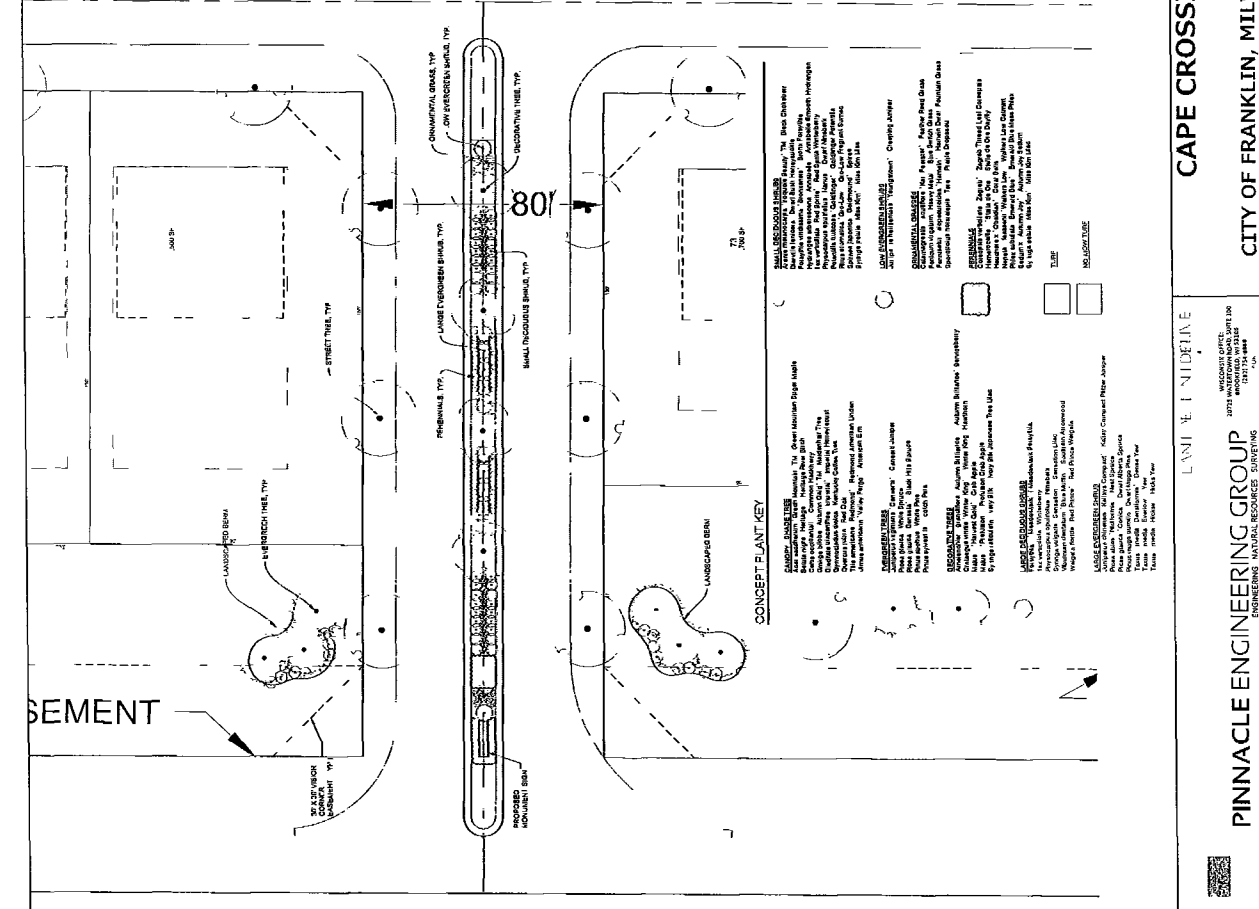
CONCEPT DEVELOPER
RENOVATION DEVELOPMENTS, INC.
187 W. 2025 FAUL COURT, SUITE 100
MILWAUKEE, WISCONSIN 53228
PH: 414-355-1100
EMAIL: BUNDOE@PINCAPLEENR.COM

REVISIONS

NO.	DATE	DESCRIPTION
1		ADD COMMENTS
2		ADD COMMENTS

SHEET
L-1
L-1

CAPE CROSSING
CITY OF FRANKLIN, MILWAUKEE CO.



Cape Crossing Example Play Structure

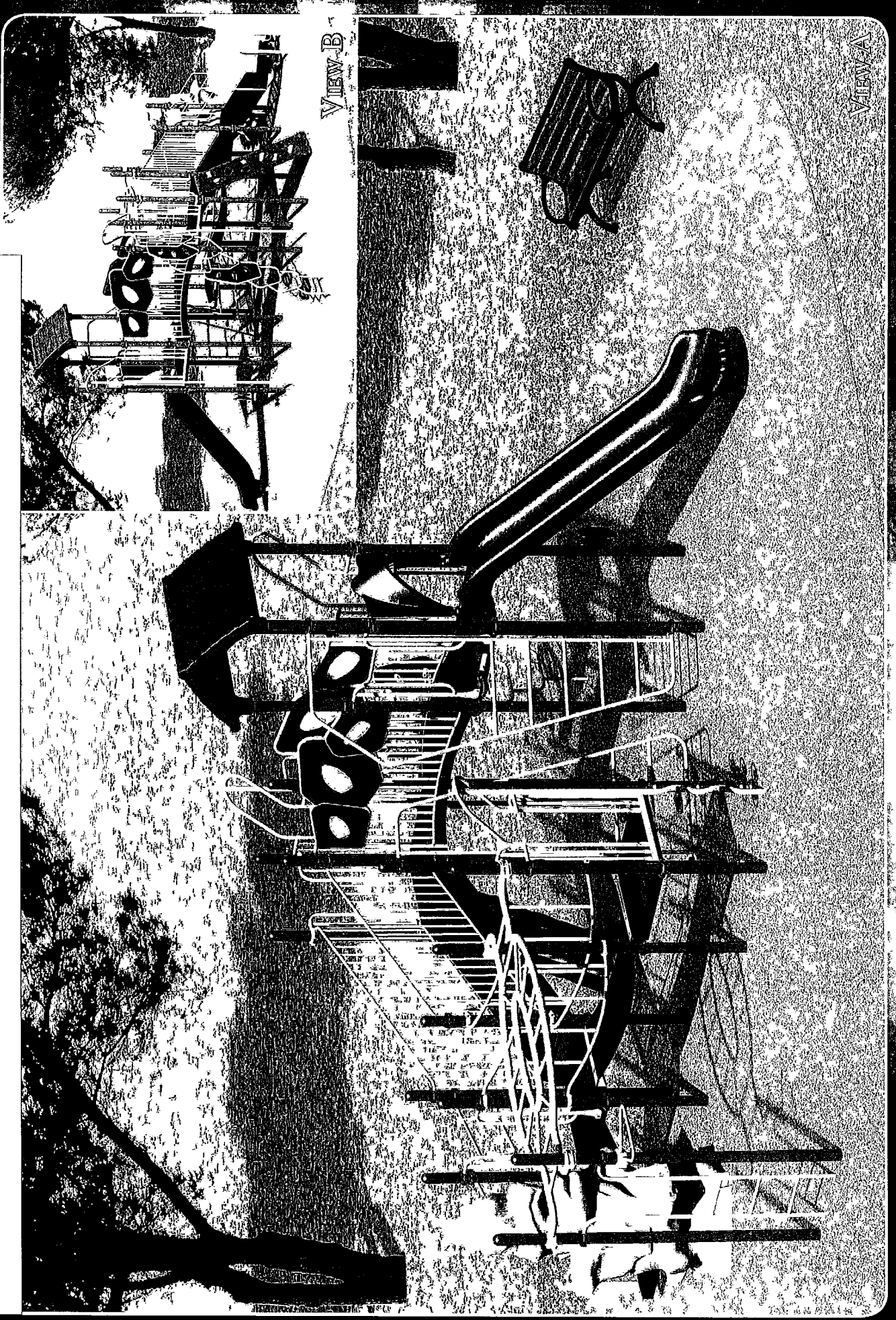
Franklin, WI

5-12 Play Area

ER
L.L. RUCKELSHAUS, C.
R. K.

800.778.56
800.778.56
4 W. ME. ST.
Cape Crossing, WI 53103
© 1995 Ruckelshaus, C.
R. K.

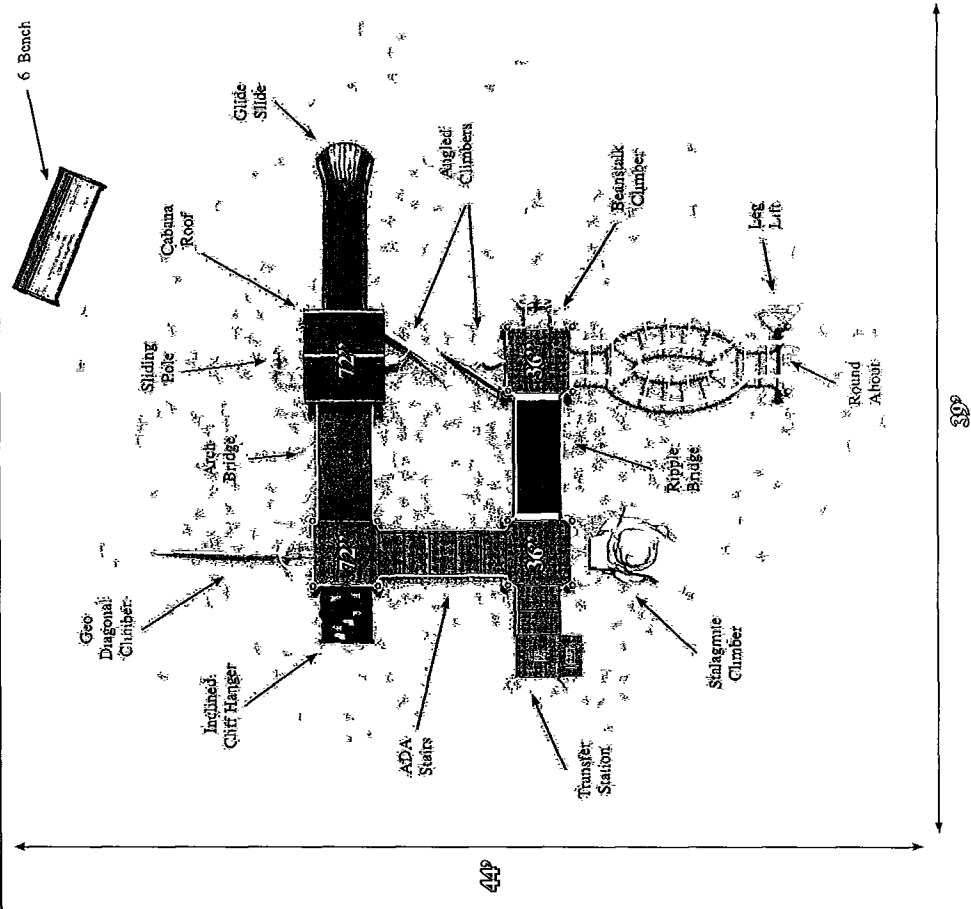
P F I D/A S/ 1995



Cape Crossing Example Play Structure

Franklin, WI

5-12 Play Area



LR
LEEL
RECREATION LLC

(800) 775 89 7 Main
(608) 423-7655 Fax
260 W. Mann St
Cambria, WI 53523
info@leelrecreation.com
www.leelrecreation.com

PLAYING FOR PROGRESS SINCE 1995

- Complies With
- ASTM F1487-11
 - CPSC #325
 - ADA-ADAAG
 - IPEMA

Design Number: PW:102317-2
Use Zone: 44 x 39
of Users: 43
of Active Play Events: 13
Age: 5 to 12

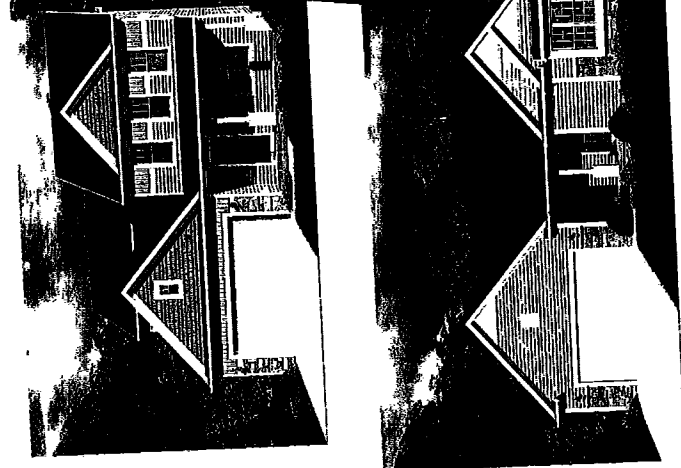
Colors Shown

- Brown
- Sand
- Forest Green

— T — d — y

CAPE CROSSING EXAMPLE HOME ELEVATIONS

Villas



1-Story Min = 1500SF
2-Story Min = 1700SF
Home Price Estimate =
\$425K-\$500K

Estates



1-Story Min = 1800SF
2-Story Min = 2000SF
Home Price Estimate =
\$525K+

Natural Resource Protection Plan

Franklin DC Land, LLC
City of Franklin, Milwaukee
County, Wisconsin
Stantec Project # 193705469
Lead Investigator. Eric C. Parker



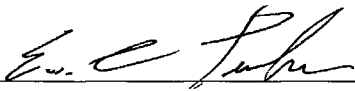
Prepared for:
Mr. Patrick Dempsey
Franklin DC Land, LLC
142 East Capitol Drive, Suite 200
Hartland, WI 53029

Prepared by:
Stantec Consulting Services Inc
12075 Corporate Parkway,
Suite 200
Mequon, Wisconsin 53092
Phone: (414) 218-4450
Fax: (262) 241-4901


August 14, 2017

Sign-off Sheet

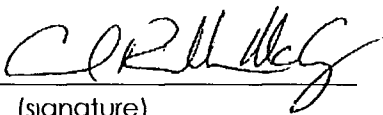
This document entitled Natural Resource Protection Plan was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Franklin DC Land, LLC (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment considering the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not consider any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party because of decisions made or actions taken based on this document.

Prepared by 
(signature)

Eric C. Parker, PWS, Senior Scientist

Reviewed by 
(signature)

Brian S. Lennie, Senior Scientist

Independent Review by 
(signature)

Carol R. McCoy, Project Manager

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
TABLE OF CONTENTS
August 14, 2017

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NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
INTRODUCTION
August 14, 2017

1.0 INTRODUCTION

Stantec Consulting Services Inc. (Stantec) performed an investigation of natural resources per the City of Franklin's Unified Development Ordinance (UDO) on the Franklin DC Land, LLC property (the "Property") on behalf of Franklin DC Land, LLC. The Property is approximately 81.57 acres and is in the southwest quarter of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. Specifically, the Property is located at 12200 West Ryan Road, approximately 600 feet east of County Trunk Highway (CTH) OO (North Cape Road) (Figure A).

The purpose and objective of the investigation was to: 1) determine the type, location, and extent of natural resources within the Property, and 2) for the natural resource types present, to delineate their boundaries. Field work was completed by Eric C. Parker of Stantec on June 26th and 27th, 2017. Six wetlands, including one shoreland wetland, one mature woodland, and floodplain were identified within the Property. Additionally, the approximate locations of nearby off-site wetlands and waterways (both contiguous and non-contiguous) were sketched on adjacent parcels to the Property.

The wetlands identified in this report may be subject to federal regulation under the jurisdiction of the U.S. Army Corps of Engineers (USACE), state regulation under the jurisdiction of the Wisconsin Department of Natural Resources (WDNR), and local jurisdiction under the City of Franklin. The remaining natural resources are subject to the City of Franklin's UDO. Stantec recommends Stantec's wetland delineation report (provided as a separate report) be submitted to City planning staff, the WDNR, and USACE for final jurisdictional review and concurrence.

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
METHODS
August 14, 2017

2.0 METHODS

2.1 FEATURE DETERMINATIONS

The following natural resources features were investigated for presence on the Property per Section 15-4.0102 of the UDO: Steep Slopes, Woodlands and Forests, Lakes and Ponds, Streams, Shore Buffers, Floodplain/Floodway, Wetlands and Shoreland Wetlands, Wetland Buffers, and Wetland Setbacks.

2.2 STEEP SLOPES

Steep slopes as defined in the UDO are greater than or equal to 10 percent. The protection standard varies for slopes steeper than 20 percent, and additionally for slopes steeper than 30 percent.

Contours available through the United States Digital Service / Natural Resource Conservation Service (USDS/NRCS) National Elevation Data 30 meter (NED) for Milwaukee County were obtained and slopes were identified using GIS, calculated from the NED.

2.3 WOODLANDS AND FORESTS

The UDO defines woodlands and forests as either "Mature" or "Young":

Mature An area or stand of trees whose total combined canopy covers an area of one (1) acre or more and at least fifty (50) percent of which is composed of canopies of trees having a diameter at breast height (DBH) of at least ten (10) inches, or any grove consisting of eight (8) or more individual trees having a DBH of at least twelve (12) inches whose combined canopies cover at least fifty (50) percent of the area encompassed by the grove. However, no trees planted and grown for commercial purposes should be considered a mature woodland.

Young An area or stand of trees whose total combined canopy covers an area of one-half (0.50) acre or more and at least fifty (50) percent of which is composed of canopies of trees having a diameter at breast height (DBH) of at least three (3) inches. However, no trees planted and grown for commercial purposes shall be considered a young woodland.

Once determined as either young or mature based on the above definitions, the edges of the woodland are defined by the vertical plane of the outer drip-line of the exterior trees.

2.4 LAKES AND PONDS

Determinations of navigability and jurisdiction of waterbodies such as lakes or ponds, was beyond the scope of the investigation. However, if observed, waterbodies and/or other connections to off-site wetland or aquatic features that may be under federal or state authority were identified.

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
METHODS
August 14, 2017

2.5 STREAMS

Determinations of navigability and jurisdiction of waterways such as rivers, streams, and ditches, was beyond the scope of the investigation. However, if observed, waterways and/or other connections to off-site wetland or aquatic features that may be under federal or state authority were identified.

2.6 SHORE BUFFERS

The UDO defines shore buffers as All of that land area located within seventy-five (75) feet landward of the ordinary high water mark of all ponds, streams, lakes, and navigable waters (as determined by the Wisconsin Department of Natural Resources) and parallel to that ordinary high water mark, which is to remain undisturbed as a Natural Resource Feature (including undisturbed natural vegetation). Shore buffers do not include any area of land adjacent to any stream enclosed within a drainage structure, such as a pipe or culvert. The area of shore buffers (in square feet and acres) shall be measured and graphically delineated on the "Natural Resource Protection Plan." A shore buffer is also a setback.

2.7 FLOODPLAIN/FLOODWAY

Floodplain boundaries were identified and delineated based on the Federal Emergency Management Agency (FEMA) Flood Hazard Zone Mapping per the Flood Insurance Rate Map for the City of Franklin, obtained from FEMA.

2.8 WETLANDS AND SHORELAND WETLANDS

Wetland determinations and delineations on the Property were based on the methods described in Stantec's "Wetland Delineation Report" (dated August 2017). Of the six wetlands identified and delineated on the Property, only Wetlands W-2 and W-3 may be considered Shoreland Wetland because they are within 1,000 feet of the water bodies along Ryan Creek east of the Property.

The uppermost wetland boundaries were surveyed with a Global Positioning System (GPS) capable of sub-meter accuracy and mapped using Geographical Information Systems (GIS) software.

2.9 WETLAND BUFFERS

The UDO defines the buffer for wetlands and shoreland wetlands as 30 feet out from the wetland boundary.

2.10 WETLAND SETBACKS

The UDO defines the setbacks for wetlands and shoreland wetlands as 50 feet out from the wetland boundary. This is also defined as 20 feet out from the wetland buffer.

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
RESULTS
August 14, 2017

3.0 RESULTS

3.1 SITE DESCRIPTION

The Property is a total of 81.56 acres in size and is comprised of active agricultural fields, a few grassy swales, a residential yard with patches of trees at the end of the driveway, and six wetlands. An electric transmission line easement is present along the east edge of the Property which is subjected to periodic management of woody vegetation. The Property is somewhat hilly, sloping to the northeast from topographic highs of approximately 814 feet mean sea level (msl) in the southwestern part of the site to topographic lows in wetlands in the northeast corner of the Property that are approximately 786 feet msl. Residential development bounds the Property to the northwest, portions of the west, the southwest, and the southeast, Valley Green Golf Course bounds the property on a portion of the west, and woodlands bound the property on portions of the west and east, along the north and south of Ryan Road.

3.2 STEEP SLOPES

No areas on the Property were identified through GIS as having slopes greater than 10 percent. Contours for the Property are depicted on Figure B in Appendix A.

3.3 WOODLANDS AND FORESTS

One mature woodland was identified in the northwest corner of the Property and was named WD-1 (Figure B, Appendix A). The canopy trees in this woodland were all greater than 12 inches' diameter at breast height (DBH). The portion of WD-1 that is on the Property is 0.79-acre and is dominated by bur oak (*Quercus macrocarpa*, FAC). Other woody species observed in this woodland included red oak (*Quercus rubra*, FACU), shagbark hickory (*Carya ovata*, FACU), slippery elm (*Ulmus rubra*, FAC), and common buckthorn (*Rhamnus cathartica*, FAC). The edges of WD-1 are depicted in the photographs in Appendix B.

3.4 LAKES AND PONDS

There are no lakes or ponds located on the Property. Three ponds are near the west side and off the southwest corner of the Property. These ponds are depicted on Figure B.

3.5 STREAMS

There are no streams on the Property. The nearest stream is Ryan Creek which is on the properties to the north and east and approximately depicted on Figure B.

3.6 SHORE BUFFERS

There are no shore buffers on the Property.

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
RESULTS
August 14, 2017

3.7 FLOODPLAIN/FLOODWAY

Per the Federal Emergency Management Agency (FEMA), there are 0.69-acres of mapped floodplain in the northwest corner of the Property all within wetland W-2.

3.8 WETLANDS AND SHORELAND WETLANDS

Six wetland areas were identified and delineated within the Project Area. Details on each wetland and how they were delineated may be viewed in Stantec's wetland delineation report. However, based on the proximity of ponds within Ryan Creek on the properties to the east and north of the Property, two of these wetlands (W-2 and W-3) may be considered "shoreland wetlands." The wetlands delineated by Stantec are summarized in Table 2 below.

Table 1 Summary of Wetlands Identified within the Project Area

Wetland	Wetland Classification (WWI Type)	Adjacent Surface Waters	Acreage (in Property)
Wetland 1 (W-1)	Farmed Wetland (Point Symbol)	Potentially isolated, drain tiles to W-2	0.20 acre
Wetland 2 (W-2)	Wet Meadow/ Shallow Marsh (E2H) & Shrub Carr	Drains northeasterly to Ryan Creek	2.33 acre
Wetland 3 (W-3)	Farmed Wetland (None Depicted)	Potentially isolated, drain tiles east to Ryan Creek	0.67 acre
Wetland 4 (W-4)	Shallow Marsh / Wet Meadow (None Depicted)	None – Potentially isolated	0.04 acre
Wetland 5 (W-5)	Farmed Wetland (None Depicted)	None – Potentially isolated	0.10 acres
Wetland 6 (W-6)	Hardwood Swamp (T3K)	None – Potentially isolated	0.06 acres
		Total Acres	3.40

3.9 WETLAND BUFFERS

Wetland buffers are depicted on Figure B, which are 30 feet out from the edges of all delineated wetlands. Wetlands that are near the Property are also depicted, as well as their buffers that extend onto the Property.

3.10 WETLAND SETBACKS

Wetland setbacks are also depicted on Figure B, which are 20 feet further out from the edges of all delineated wetlands than the wetland buffers. Again, wetlands that are near the Property are depicted, as well as their setbacks that extend onto the Property.

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
CONCLUSION
August 14, 2017

4.0 CONCLUSION

Stantec identified and delineated natural resources that must be protected and mitigated per the City of Franklin's UDO on the Property on behalf of Franklin DC Land, LLC. This work was completed based on the field work completed by Eric Parker on June 26th and 27th, 2017.

The Property is comprised of active agricultural land planted to soybeans, upland grass swales, and a residential area with corresponding access drive to Ryan Road. The Property is approximately 81.56 acres and is in the southwest quarter of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. Specifically, the Property is located at 12200 West Ryan Road, approximately 600 feet east of CTH OO (North Cape Road) (Figure A, Appendix A). The purpose and objective of the natural resources investigation was to identify the extent and spatial arrangement of natural resources as defined by the City of Franklin's UDO within the Property. The following natural resources were identified and delineated on the Property: two steep slopes, one mature woodland, one floodplain area, six wetland areas (two of which are considered shoreland wetlands), and their associated wetland buffers and setbacks.

Prior to beginning work on the Property or disturbing or altering identified natural resources in any way, Stantec recommends that the owner obtain the necessary permits or other agency regulatory review and concurrence regarding the proposed work to comply with applicable regulations. Stantec can assist with identification and/or assessment of additional regulated resources at your request, to the extent that the work is within our range of expertise.

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
Appendix A- Figures
August 14, 2017

5.0 REFERENCES

Federal Emergency Management Agency (FEMA). Flood Insurance Rate Mapping (FIRM) floodplain mapping City of Franklin, Milwaukee County, WI

USDS/NRCS – National Cartography & Geospatial Center National Elevation Data 30 meter (NED), Milwaukee County, WI

United States Geological Survey (USGS). *Wisconsin 7 5 Minute Series (Topographic) Maps* 1:24,000 Reston, VA United States Department of the Interior, USGS.

WDNR, Division of Water (2010) [24k hydrography geospatial data layer] Available online ftp://dnrftp01.wi.gov/geodata/hydro_24k/

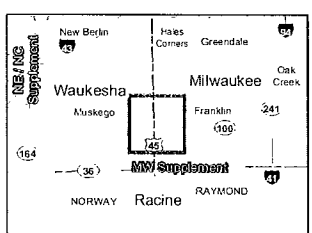
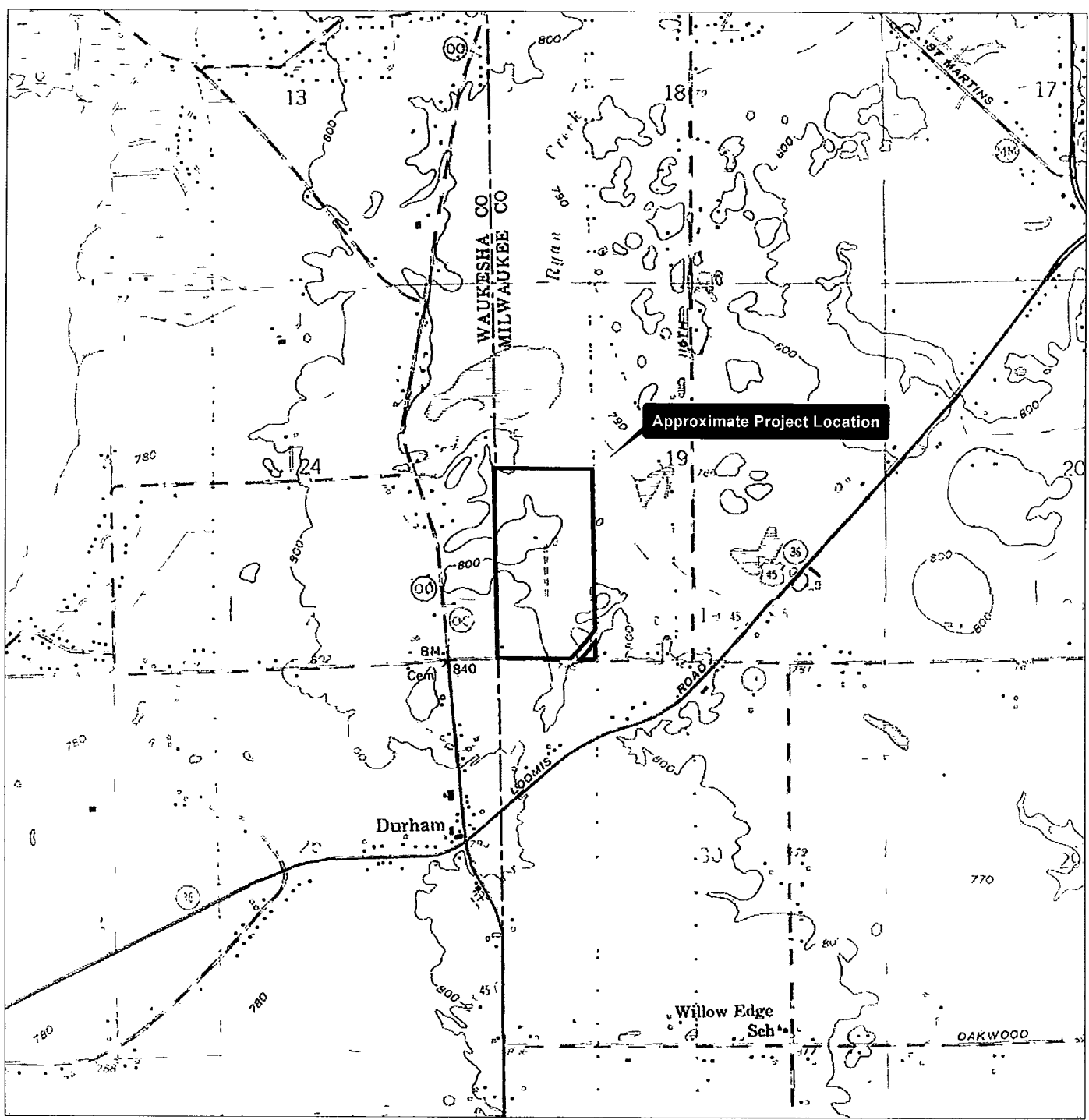
NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
Appendix A- Figures
August 14, 2017

Appendix A – Figures

Figure A. Project Location and Topography

Figure B. Natural Resource Protection Plan

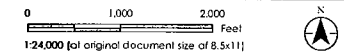


Legend
 Approximate Project Boundary

Figure No. **A**
 Title **Project Location and Topography**

Client/Project
 Franklin DC Land LLC

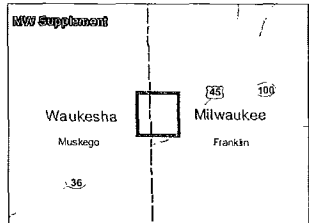
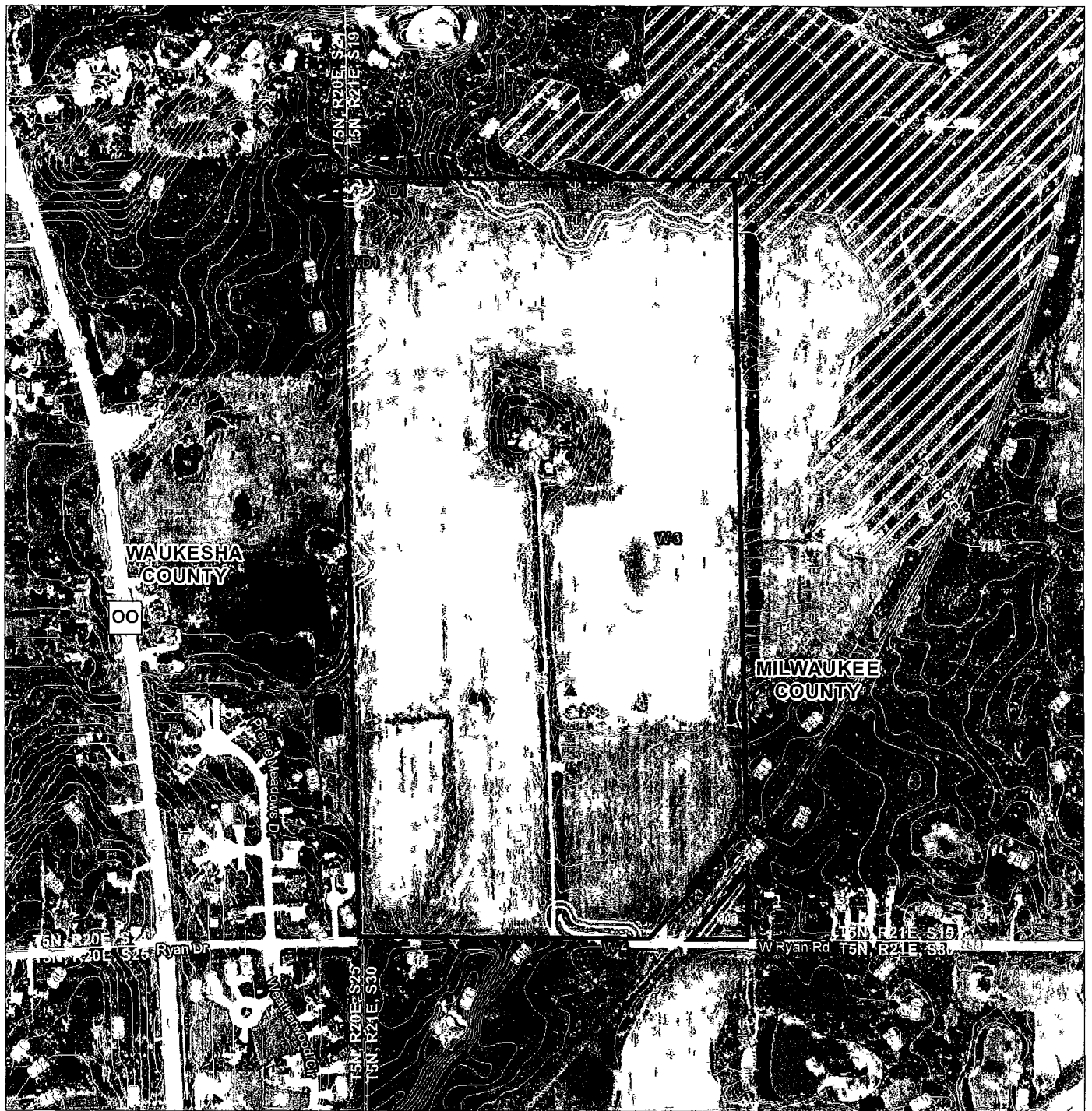
Project Location 193705469
 TSN, R21E, S19 Prepared by JM on 2017-06-12
 C of Franklin, Technical Review by SF on 2017-06-13
 Milwaukee Co, WI Independent Review by EP on 2017-08-09



- Notes**
1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
 2. Data Sources include Stantec, WDOT, WDNR
 3. Background: USGS 7.5' Topographic Quadrangles

Disclaimer: Stantec assumes no responsibility for data applied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.





Notes
 1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
 2. Data Sources include: Stantec, WDOI WDNR
 3. Orthophotography: NAIP 2015

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Legend

- Approximate Project Boundary
- 2ft Elevation Contour
- Tile Inlet
- Tile Blowout
- Field Delineated Wetland Area *
- 30 Foot Wetland Setback
- 50 Foot Wetland Setback
- Offsite Pond
- Slopes >10%**
- FEMA Flood Hazard Area
- 100-year Floodzone
- Field Mapped Woodland
- Mature Woodland
- DNR 24k Hydrography
- Perennial Stream
- Intermittent Stream
- Waterbody

*Dashed Where Inferred Offsite
 ** Not Visible Within Dataframe

Figure No

B

Title

Natural Resource Protection Plan

Client/Project

Franklin DC Land LLC

Project Location

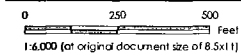
15N, R21E S19
 C. of Frank n., Milwaukee Co., WI

193705469

Prepared by AJS on 2017-08-01

Technical Review by MP on 2017-08-01

Independent Review by EP on 2017-08-09



Stantec

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
Appendix B– Site Photographs
August 14, 2017

Appendix B – Site Photographs



Photo #1 Sample point P1 within farmed wetland W-1, view northwest



Photo #2 Sample point P1 within farmed wetland W-1, view northeast



Photo #3 Upland sample point P2 adjacent to farmed wetland W-1, view northeast



Photo #4 Upland sample point P2 adjacent to farmed wetland W-1, view southwest



Photo #5 Upland sample point P3 north of farmed wetland W-1, view east



Photo #6 Upland sample point P3 north of farmed wetland W-1, view southwest



Photo #7 Upland sample point P4 in a grass waterway, view northeast



Photo #8 Upland sample point P4 in a grass waterway, view southwest



Photo #9 Sample point P5 within wetland W-2, view north

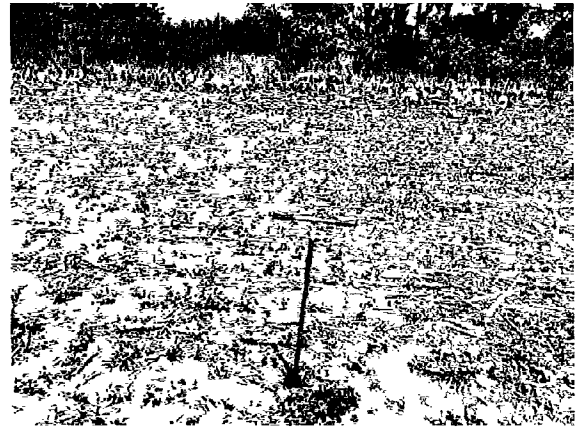


Photo #10 Upland sample point P6 in agricultural field south of wetland W-2, view north



Photo #11 Sample point P7 within wetland W-2, view north



Photo #12 Sample point P7 within wetland W-2, view south into adjacent agricultural field



Photo #13 Sample point P8 within farmed wetland W-3, view north

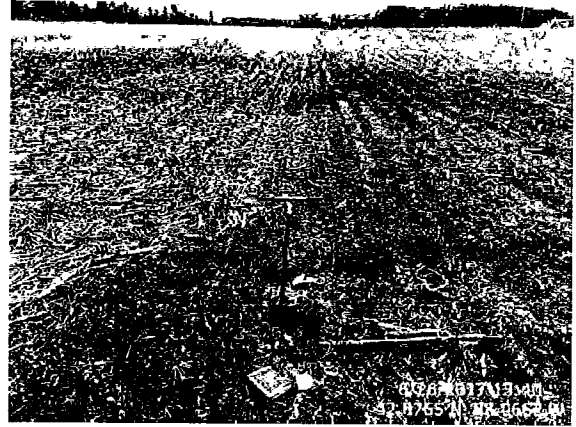


Photo #14 Sample point P8 within farmed wetland W-3, view south

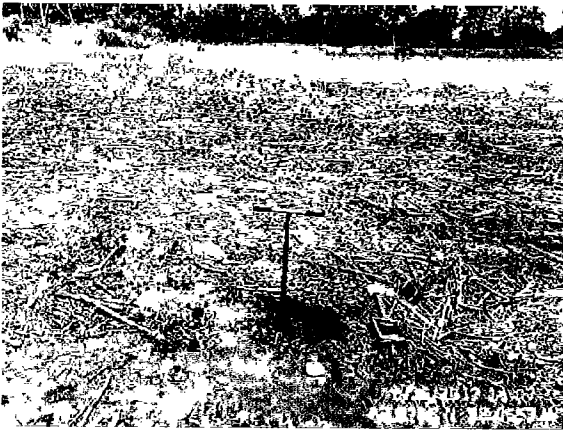


Photo #15 Upland sample point P9 in outlet swale east of farmed wetland W-3, view east

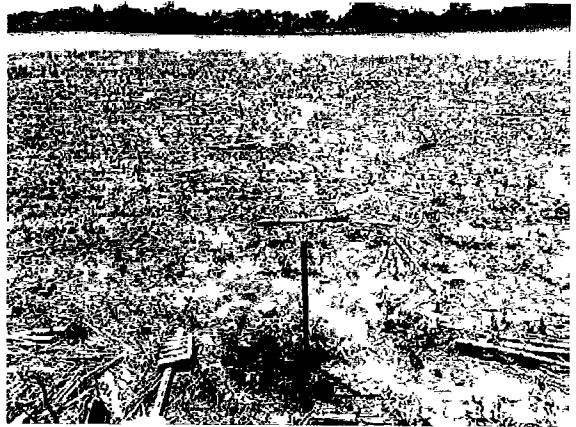


Photo #16 Upland sample point P9 in outlet swale east of farmed wetland W-3, view west



Photo #17 Upland sample point P10 dominated by *Carex trichocarpa*, view west



Photo #18 Upland sample point P10 dominated by *Carex trichocarpa* view south



Photo #19 Sample point P11 in swale draining northerly to W-3, view north



Photo #20 Sample point P11 in swale draining northerly to W-3, view south



Photo #21 Sample point P12 near the toe of slope of recently filled area, view north



Photo #22 Sample point P12 near toe of slope of recently filled area, view south



Photo #23 Sample point P13 in east ditch of driveway, view north



Photo #24 Sample point P13 in east ditch of driveway, view south



Photo #25 Sample point P14 in brushy uplands outside an off-site wetland, view east



Photo #26 Sample point P14 in brushy uplands outside an off-site wetland, view west



Photo #27 Sample point P15 in W-4, a ditch along Ryan Road, view northwest



Photo #28 Sample point P15 in W-4, a ditch along Ryan Road, view northeast



Photo #29 Upland sample point P16 in the same ditch as P15, view northeast



Photo #30 Upland sample point P16 in the same ditch as P15, view northwest



Photo #31 Sample point P17 in the east ditch of the driveway, view north



Photo #32 Sample point P17 in the east ditch of the driveway, view south



Photo #33 Sample point P18 in the west ditch of the driveway, view north



Photo #34 Sample point P18 in the west ditch of the driveway, view west



Photo #35 Sample point P19 in the west ditch of the driveway, view north



Photo #36 Sample point P19 in the west ditch of the driveway, view west



Photo #37 Sample point P20 in small wooded area in agricultural field, view north



Photo #38 Upland sample point P21 in an upland grass waterway, view north



Photo #39 Upland sample point P21 in an upland grass waterway, view south



Photo #40 Upland sample point P22 in an upland grass waterway, view northeast



Photo #41 Upland sample point P22 in an upland grass waterway, view southwest



Photo #42 Sample point P23 within farmed wetland W-5, view north



Photo #43 Sample point P23 within farmed wetland W-5, view southwest.



Photo #44 Upland sample point P24, adjacent to W-5, view northwest



Photo #45 Upland sample point P24, adjacent to W-5, view southwest



Photo #46 Sample point P25 within wooded wetland W-6, view east



Photo #47 Sample point P25 within wooded wetland W-6, view west



Photo #48 Upland sample point P26 in an upland grass waterway, view northeast



Photo #49 Upland sample point P26 in an upland grass waterway, view southwest



Photo #50 Vicinity of P11/P12 after heavy rain 3-4 days prior to field work, view east



Photo #51 Farmed wetland W-3 after heavy rain 3-4 days prior to fieldwork, view east



Photo #52 Main east-west tile inlet, east side of property near driveway, view southeast

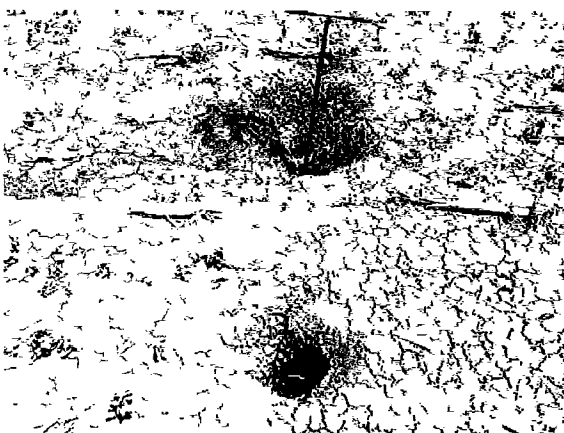


Photo #53 Tile blowouts in a line along east-west main in farmed wetland W-3, view east



Photo #54 Tile blowouts in a line along east-west main in farmed wetland W-3, view east

NATURAL RESOURCE PROTECTION PLAN

Franklin DC Land LLC
Appendix C- Delineator Qualifications
August 14, 2017

Appendix C – Delineator Qualifications

Mr. Parker is a botanist and certified Professional Wetland Scientist, with 30 years of professional and project management experience assisting public and private clientele in Wisconsin, Illinois, Indiana, Michigan, North Dakota, Pennsylvania, Texas, Maryland, Virginia, and North Carolina. His work has supported thousands of transportation, commercial, utility, residential, industrial & institutional projects. Mr. Parker's natural resource specialties include wetland science, botany, endangered resources, restoration & mitigation, environmental regulations & permitting. Mr. Parker has a widespread understanding of the scientific, technical & regulatory aspects of natural resources projects. His interests also include floristic quality assessment (FQA) and wetness categorization of wetland plant species. In 2011 he completed a national study (all 50 states) where he interviewed regional scientists for the purpose of identifying mis-categorized plant species. This work was in response to a CFR public comment solicitation by the U.S. Army Corps of Engineers.

His experience includes the following: Botanical / Biological Surveys & Natural Resource Inventories, Rare Species Surveys, Conservation Plans & Monitoring, Habitat Restoration, Wildlife Surveys, SCAT surveys, Land Reclamation, Planning & Design, Wetland Determination, Delineation & Functional Assessment, Wetland Restoration, Mitigation, Banking & Monitoring, Environmental Assessments & Impact Statements (EA / EIS), Local / State / Federal Permit Applications & Environmental Documentation, Expert Witness Testimony, Wetland investigations and permitting, and Regulatory permit compliance.

EDUCATION

40-Hour HAZWOPER Training per 29 CFR 1920.120(e), Compliance Solutions Occupational Trainers, Inc., Madison, Wisconsin, 2014

BS, Watershed Management, Soils Minor, University of Wisconsin - Stevens Point, Stevens Point, WI, 1983

US Army Terrain Analysis Course, Distinguished Graduate, Defense Mapping School, Fort Belvoir, VA, 1984

Introductory NHI Training (T&E Species Database), Wisconsin Department of Natural Resources, Madison, WI, 2011

Wetland Delineation Regional Supplement Field Practicum, Wetland Training Institute, Portage, WI, 2011

Basic Hydric Soils Identification Continuing Education Course, UW-La Crosse, La Crosse, Wisconsin, 2011

Federal Wetland/Waters Regulatory Policy Course, Wetland Training Institute, Cottage Grove, WI, 2010

Regional Supplement Field Practicum, Wetland Training Institute, Portage, Wisconsin, 2011

Midwest Supplement Training, SEWRPC, Pewaukee, WI, 2009

Midwest Supplement Field Training, LCSMC, Lake County, IL, 2009

Sedges ID & Ecology, UWM Cedarburg Bog Field Station, Saukville, WI, 2006

Critical Methods in Wetland Delineation, Madison, WI, 2006

WDNR NHI Database Training, Wisconsin DNR, Fitchburg, WI, 2005

Advanced Wetland Delineation, UW-LaCrosse, Bayfield County, WI, 2001

Composite Family ID, UWM Cedarburg Bog Field Station, Saukville, WI, 2000

Mosses ID & Ecology, UWM Cedarburg Bog Field Station, Saukville, WI, 1998

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Grasses ID & Ecology, UWM Cedarburg Bog Field Station, Saukville, WI, 1998

Vegetation Description, UWM Cedarburg Bog Field Station, Saukville, WI, 1998

GPS/GIS End User Course, Corvallis Microtech, Milwaukee, WI, 1997

Basic Wetland Delineation Training, WI Department of Administration, Waukesha Wisconsin, 1997

Field Oriented Wetland Delineation Course (1987 Corps Manual), Wetlands Training Institute, St Paul, MN, 1994

Creating Wetlands for Habitat Enhancement & Mitigation, UW-Extension, Madison, WI, 1993

Understanding Wetlands and 404 Permitting, ASCE Chicago, IL, 1992

Wetland Ecosystems (including delineation & assessment), USEPA Graduate School, Washington DC, 1988

REGISTRATIONS

Professional Wetland Scientist #838, Society of Wetland Scientists Certification Program

Certified Wetland Scientist #C-058, Lake County, Illinois, Lake County Stormwater Management Commission

Certified Wetland Scientist #W-057 Kane County, Illinois, Kane County Stormwater Management

MEMBERSHIPS

Past Science Committee Member, Invasive Plants Association of Wisconsin

Board Member, Keep Greater Milwaukee Beautiful, Inc

Representative, Chicago Wilderness

Past Board Member, Wisconsin Wetlands Association

PROJECT EXPERIENCE

Botanical Surveys

Kalamazoo River and Talmadge Creek 2013 (Baseline) and 2014 Botanical Surveys, Calhoun and Kalamazoo Counties, Michigan
Lead botanist for comprehensive floristic sampling along 40 miles of creek and river floodplain identifying and measuring cover, height and density of herbaceous, shrub, tree and woody vines at pre-determined randomly selected points in both impact and control areas Invasive plant species surveys were also completed by mapping their locations and determining their percent cover Rare plant species were also identified and documented

Tank 80 Mitigation Site Monitoring Final Year Botanical Survey, Lake County, Indiana
Lead botanist for floristic sampling along transects across the site where 50 herbaceous quadrats and a meander survey were completed as part of the final year of monitoring Invasive plant species were also identified

Endangered Species Act Assessments

ATC T&E Survey, Straits to Pine River, Michigan
Conducted rare plant species surveys, invasive plant species surveys, and natural resources inventories along existing transmission line rights-of way in 2010

ATC T&E Survey, Mukwonago to Whitewater, Waukesha/Walworth Counties, WI (Subconsultant Project Manager and Lead Scientist)
Surveyed a 22 mile corridor where transmission lines were being upgraded for state and federally listed special concern threatened and endangered plant species Provided completed rare plant reporting forms, photographs and site sketches for the report

* denotes projects completed with other firms

Eric C. Parker P-V/S

Senior Scientist Botanist

Endangered Species/Species at Risk Assessments

Prairie White Fringed Orchid Surveys, Illinois and Wisconsin

Conducted surveys for this federally listed plant species along transmission line rights of way and proposed gas / oil pipe routes for various clients in 2013

Botanical Survey, Greene County, Pennsylvania

*Mr Parker served as lead scientist in a botanical survey for a proposed natural gas gathering pipeline in Greene County, PA In order to evaluate potential impacts on two state-listed rare plant species, the team conducted a late season survey for passionflower (*Passiflora lutea*, PA Endangered) and leaf cup (*Smilax uvealuis*, Proposed PA Rare) In addition to habitat mapping we mapped community types and compiled representative lists of plant species within the project corridor The team provided the location of one large population of leaf-cup The resulting reporting and coordination with the Pennsylvania Department of Conservation and Natural Resources (PADCNR) recommended avoidance strategies This facilitated the client's ability to proceed with the project while providing additional documentation of rare plant populations to PADCNR*

Various Vegetation Inventories, Indiana, Michigan, Illinois, Ohio, Pennsylvania, Texas, Wisconsin

Mr Parker was responsible for several vegetation inventories in 2011, 2012, 2013, and 2014, projects included West Central Gas Lateral Vegetation Surveys, Eau Claire, Clark, Jackson & Monroe Counties, WI, Griffith Terminal Mitigation Site Plant Inventory, City of Griffith, Lake County, IN, Confidential Client Plant Survey, Town of Bear Bluff, Jackson County, WI, McMahon Woods and Fen Vegetation Survey, Cook County, IL, Deer Grove East Plant Inventory, Cook County, IL, Barrington Hills Transmission Line Survey, Illinois, Southern Access Vegetation Inventory and Monitoring, Sawyer and Washburn Counties, WI, Emerald Park Avian Survey, Waukesha County, WI, Eagle Ford Shale T&E Species and Plant Surveys, LaSalle and McMullen Counties, TX, 6B Pipeline Rare & Invasive Plant Species Surveys, Kalamazoo and Calhoun Counties, MI (Lead Botanist) and, Porter County IN, Busse Woods Plant Inventory, Cook County, IL (Lead Scientist), Greene Gathering Rare Plant Survey and DCNR Wild Plant Management Permit Application, Greene County, PA, Marcellus Pipeline Rare & Invasive Plant Species Survey, Clinton, Centre & Mifflin Counties, PA, Gogebic Taconite Mine Site, Ashland and Iron Counties, WI, Rover Pipeline Wetland and Rare Species Surveys, Washtenaw, Livingston, Shiawassee and Genesee Counties, MI

Environmental Assessments

Various Pipeline Environmental Screening, Wisconsin

Mr Parker conducted pre-construction wetland, rare species, and waterway mapping and permitting in support for electric distribution and gas pipeline upgrade projects for We Energies Coordinated with customer service technicians, electrical engineers, erosion control specialists and other environmental staff Projects included Lincoln-Arthur Gas Main Replacement, Adams 475 HP Gas Phase 1, Waushara County, Adams 475 Phase 2, Waushara-Adams Counties, Wolf Paving Gas Extension, Waukesha County, Hi Crush Pipeline, Tomah, WI

Southern Access Pipeline (crude oil) Project Stage 1 (321 miles), Douglas to Rock County, Wisconsin
Conducted post-construction erosion control, wetland, rare species and waterway monitoring during the multi-year post-construction monitoring period Coordinated with other team members on the organization, maintenance, and summaries of data

Electric Distribution Environmental Screening

Conducted pre-construction wetland, rare species and waterway mapping and permitting in support for electric distribution and gas pipeline upgrade projects for We Energies Coordinated with customer service technicians, electrical engineers, erosion control specialists and other environmental staff Projects included STH 26, Jefferson/Rock Counties, WI (2011-2012), Brookfield Square X12863, Brookfield, WI (Jan 2012), Moorland Emerald Drive, Brookfield, WI (Jan 2012), Saylesville X20961 Retire, Dodge County, WI (2011), Saylesville X20962, Dodge County, WI (2011), US Biogas, Sheboygan County, WI (Dec 2011), Saylesville Electric Distribution, Hartford, WI (Mar 2011), Barton Electric Distribution, West Bend, WI (Mar 2011), Sullivan SS Electric Distribution, Waubeka, WI (Jan 2011), Waubeka Electric Distribution, Waubeka, WI (Jan 2011)

* denotes projects completed with other firms

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Guardian II Laterals - Fox Valley, Hartford and West Band*, Outagamie, Calumet, Brown, Washington, and Dodge Counties, WI (Project Manager and Lead Scientist)

Budgeted, scheduled, coordinated, and participated in numerous activities and scopes of work for the planning and permitting (WI Ch 30, Section 404/401 and WI NR 103) phases of three gas laterals in 2003, 2006 and 2007, Coordinated with landowners, Determined, delineated, and mapped with a GPS, wetlands, woodlands and waterways, Collected required data and documented all types of natural resources through photography and data forms, Searched for rare species, Assisted in the preparation of data tables summarizing and quantifying impacts to wetlands, woodlands, waterways and agricultural lands, Coordinated with client of minor modifications to the pipeline routes to better protect various natural resources, Assisted client in regulatory agency coordination, Assisted with, prepared, and reviewed all reports

Ixonia and Port Washington Gas Laterals*, Jefferson Waukesha, Ozaukee and Washington Counties, WI (Third Party Wetland Monitor (Inspector)/Project Manager and Lead Scientist)
Reported directly to WDNR for permit compliance (Ixonia Lateral) during the construction of approximately 50 miles of natural gas pipelines Determined, delineated, assessed function, reviewed and staked wetland and waterway wetland boundaries including the use of a GPS, Participated in meetings with client and regulatory agency staff to determine both general and site specific plan modifications to minimize environmental impacts, Installed signage identifying wetland boundaries and worked with the client and regulatory agency staff in determining work space limits to balance project needs with protecting natural systems, Reviewed and approved vegetation clearing limits and equipment access locations based on wetland and other plant community quality and function, Provided specific recommendations to comply with permit conditions regarding horizontal directional drilling and temporary and permanent erosion control issues proximate to wetlands and waterways, Reviewed proposed work space areas for potential damage to high quality natural areas such as relic prairie or woodland, or extant populations of uncommon or listed rare plant species, Responded to urgent construction issues such as a clean up for a frac-out during an HDD operation, Reviewed proposed methods and locations for agricultural best management practices such as full topsoil removal and triple lift soil segregation, Inspected erosion control facilities for compliance with WDNR's technical standards, Reviewed invasive species control plans, Consulted on the most feasible and efficient BMP for erosion control

ATC Pans to St Martins (KK3025) 138KV Line Rebuild* Kenosha, Racine and Milwaukee Counties, WI (Project Manager and Lead Scientist)
Budgeted, scheduled, coordinated and participated in numerous project scope activities for an 18 mile corridor such as wetland delineation, waterway identification and data collection, rare species surveys, equipment access road location identification and invasive species populations identification During the investigation, a total of 59 wetland areas, 10 ditches, 6 ponds, and 3 streams were located within the corridor route Used GPS equipment for mapping natural resources Coordinated with landowners Assisted in the preparation, and reviewed the report that documented the work during the year prior to the 2005 construction

* denotes projects completed with other firms

Eric C. Parker ^{PWS}

Senior Scientist Botanist

Expert Witness (factual and/or expert for depositions and/or court)

Expert Testimony

WE Energies Elm Road Generating Station, Oak Creek, WI

Laho Property, Kenosha County, WI

Cecchini Property, Racine County, WI

US Department of Justice, A&A Farms, Dane County, WI

James Cape & Sons Sand & Gravel Pit, Washington County, WI

Soil Quality Assessment

Schneider Cheese Factory Soils Investigation,

Waldo, WI (Project Scientist)

Evaluated soils on land adjacent to the cheese factory

Sampled soil from nine test pits for sieve and hydrometer analysis for the identification of the most feasible location for a proposed ridge and furrow waste water treatment system

Confirmed location of adjacent wetlands to avoid impacts

Coordinated with the WDNR and wrote the technical memorandum associated with the laboratory analyses of the soils

Wetlands

Various Wetland Delineations 2014, Various Locations, Wisconsin, Illinois, and Michigan

Performed various wetland delineations across Wisconsin in 2014 including the following projects Emerald Park Western Expansion Wetland Delineation, City of Muskego, Waukesha County, WI (Oct), Arcadia Mining Site-Trempealeau County, WI (April), ATC STEM Site, Muskego, WI (October), Avon Garage Road Mining Site-Black River Falls, WI (August), Basting Site -Town of Lisbon, WI (Oct), Capital City Bike Path, Dane County, WI (Oct), Barland Site, City of Cudahy, WI (Sept), River Glen Site -Town of Lisbon, WI (May, 2014), DeBack Parcel -Muskego, WI (Oct), Deer Creek Run Town of Sun Prairie, WI (Oct), Windsor Crossing Town of Windsor, Dane County, WI (Sept), Pleasant View Site -Town of Middleton, Dane County, WI (April), Starfire Site -Franklin, WI (April), G2 Mitigation Site -Town of Omro, Winnebago County, WI (May), Geneva National Site, Walworth County, WI (Nov), Goerke's Corners Self Storage Site-Town of Brookfield, Waukesha County, WI (April), Handel Site Town of Holman, LaCrosse County, WI (April), KOA Site DeForest, WI (Oct), Kohler Ridge Site -New Berlin, WI (Oct), Camp 8 Site -Village of Lannon, Waukesha County, WI (Sept), Mallard Creek Subdivision-Oak Creek, WI (May), Muskego Corporate Park Site Muskego, WI (Sept), Nortrax Site Merrill, WI (Oct), Pewaukee Corporate Park-City of Pewaukee (Oct), Gregar Parcel City of Pewaukee, (Oct), Toberman Parcel-Town of Prairie du Chien, Crawford County, WI (Oct), UPS CACH Staging Expansion-Town of La Grange, Cook County, IL, West Prairie Village-Town of Sun Prairie, Dane County, WI, Wheeler Road City of Madison,

* denotes projects completed with other firms

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Senior Scientist Botanist

Various Wetland Delineations 2013, Various Locations, Wisconsin, Illinois, Ohio, and Michigan
Performed various wetland delineations across Wisconsin in 2013 including the following projects West Central Lateral - Eau Claire, Clark, Jackson & Monroe Counties, WI (April-May 2013), Murphy Farm Wetland & Primary Environmental Corridor, Pewaukee, WI (October 2013), Walker Cranberry 80-acre Parcel - Cranmoor, WI (Sept - Oct 2013), Citizens Bank Property - Oconomowoc, WI (May 2013), Broken Hill Subdivision, Pewaukee, WI (May, 2013, Agri-Partners Coop Rail siding track, Calumet County, WI (June 2013), Basse Farm Wetland Delineation, City of Muskego, WI (June 2013), Fritz Parcel Wetland Delineation - New Berlin, WI (June 2013), Saltzman Parcel Wetland Investigation - New Berlin, WI (May 2013), Waukesha Gun Club Wetland Delineation - City of Pewaukee, WI (July 2013), Bark Lake Wetland Delineation - Town of Richfield, WI (Aug 2013), Fox River Christian Church Wetland Delineation - Town of Waukesha, WI (Aug 2013), Cedar Grove Warehouse Wetland Delineation - Oostburg, WI (Aug 2013), Waunakee Wetland Delineation - Dane County, WI (Sept 2013), Town of Fulton Wetland Delineation - Rock County, WI (Sept 2013), Berne to Natrum Pipeline, Monroe County, OH (Oct 2013), CNX Noble Pipeline - Noble County, OH (Oct 2013), 4950 Voges Rd Wetland Delineation - Madison, WI (Sept 2013), Pleasant View Subdivision Wetland Delineation - Middleton, WI (Oct 2013), Cherokee Country Club Wetland Delineation - Madison, WI (Oct 2013), Deer Grove Forest Preserve, (November 2013)

Various Wetland Delineations in 2010, Wisconsin
Performed various wetland delineations across Wisconsin in 2010 including the following projects Substation Site, Cambridge, WI (November 2010), Lake Edge Rd Parcel, McFarland, WI (November 2010), DeBack Parcel, Muskego, WI (October 2010), I 94 at Fox River, Waukesha, WI (October 2010), USH 45, Racine County, WI (October, 2010), ECB Site I, Franklin, WI (October 2010), STH 11 Improvements, Burlington, WI (October, 2010), Glacier Hills Wind Farm, Friesland, WI (Sept-Oct 2010), ISB Site, New Berlin, WI (September 2010), Gilmore Parcel, New Berlin, WI (September 2010), Palmyra SW Park Site, Palmyra, WI (August 2010), Gateway Substation, Beloit, WI (August 2010), Casey Gas Main, Friesland, WI (August 2010), Oakhill Rd Electric Distribution, Deltona, WI (August 2010), Jefferson School District, Jefferson, WI (July 2010), Bothe Property Site, Kenosha, WI (July 2010), WDOT High Speed Rail, Dane, Jefferson and Waukesha Counties, WI (June-September 2010), USH 151 Sun Prairie, (June 2010), Lacy Road Interchange, Fitchburg, WI (May 2010), Swyer Rd Parcel, St Francis, WI (April 2010), Seljan Industries, Lake Mills, WI (April 2010), Retail Site, Whitewater, WI (April 2010), Summit Horse Farm Site, Summit, WI (March 2010), STH 11 Site, Walworth County, WI (March 2010), Scot Industries, East Troy, WI (March 2010)

Various Wetland Delineations 2011, Various Locations, Wisconsin, Illinois, Indiana, and Pennsylvania

Performed various wetland delineation projects throughout Wisconsin in 2011 including the following projects Plum Creek Site Soil & Water Table Investigation, Oneida County, WI (Dec 2011), 6B Pipeline Porter County, IN (Nov 2011), STH 67 Sharon, Walworth County, WI (Nov 2011), STH 67 Geneva, Walworth County, WI (Nov 2011), STH 175 Germantown/Richfield, WI (Nov 2011), USH 12 Interchanges, Walworth County, WI (Oct 2011), I 43 Interchanges, Ozaukee County, WI (Oct 2011), STH 145 Germantown, WI (Oct 2011), STH 164 Town of Vernon, WI (Oct 2011), STH 20 Village of Waterford, WI (Oct 2011), Serosun Farms Verification, Kane County, IL (Oct 2011), Marcellus Dominion Pipeline Clinton, Centre and Mifflin Counties, PA (Sept 2011), Big Eau Pleme Site, Marathon County, WI (Aug 2011)

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Atlas Resins Site, Taylor, WI (Aug 2011), Reynolds Avenue Site, Westport, WI (Aug 2011), Westbridge Site, Waunakee, WI (Aug 2011), ECB Site II, City of Franklin, WI (Aug 2011), Springdale Rd Parcel, New Berlin, WI (Aug 2011), Belleville Industrial Park, Dane County, WI (Aug 2011), Didion Ethanol Plant, Cambria, WI (July 2011), Towns Property, Mukwonago, WI (July 2011), Bagstad Property, Marquette County, WI (June 2011), Life Church Site, Germantown, WI (June 2011), Sauk Prairie Memorial Hospital, Prairie du Sac, WI (June 2011)

Various Wetland Delineations 2012, Various Locations, Wisconsin, Illinois, Indiana, and Texas
Performed various wetland delineations across Wisconsin in 2012 including the following projects West Central Lateral (190 miles), Eau Claire, Clark, Jackson & Monroe Counties, WI (Sept-Nov 2012), Schwaab Property Wetland & Primary Environmental Corridor, Nashotah, WI (Nov 2012), Trans Load Rail Loop, Arcadia, WI (Oct 2012), Fiberdome Property Lake Mills, WI (Sept 2012), Morrison Ct Cranberry, Town of Knapp, WI (Aug 2012), London Mitigation Site, Jefferson County, WI (July 2012), Lathers Property Wetland & Primary Environmental Corridor, Waukesha County, WI (June 2012), Southern Access Pipeline, Sawyer and Washburn Counties, WI (June 2012), Reddick Station, Livingston County, IL (May 2012), Confidential Chent Site, Jackson County, WI (April 2012), MATC West Parcel, Madison, WI (April 2012), Alpine Business Park, Oregon, WI (April 2012), I-80 Interchange, LaPorte County, IN (March 2012), Eagle-Ford Shale Wetland & Waterway Investigations, LaSalle and McMullen Counties, TX (Jan-Feb 2012)

Various Preliminary Wetland Identifications 2010-2012, Wisconsin

Performed various preliminary wetland identifications and delineations throughout Wisconsin which included these projects I-43 Glendale to Grafton (34 miles) Milwaukee and Ozaukee Counties, WI (May-Aug 2012), STH 60 Jackson to Grafton (9 miles) - Washington and Ozaukee Counties, WI (June-Nov 2012), UW All Season Softball Site, Madison, WI (Dec 2011), Fiber Optic Route (40 miles), Wausau, WI (Apr 2011), 27th Street Ponds, Franklin Oak Creek, WI (July 2010), Burlington Bypass (15 miles), Burlington, WI (Aug 2010), STH 167, Germantown Mequon, WI (Jul-Aug 2010), USH 45 (10 miles), Bristol, WI (November 2010) STH 20 Roundabout, Dover, WI (November 2010)

USH 41 Wetlands Investigation*, Township of Eldorado, WI (Project Manager and Lead Scientist)
Conducted an investigation to identify all wetlands and determine their boundaries along a 4.5-mile segment of highway. Located a rare tree species and delineated the location of the population. Prepared a report for use in a Section 404 Permit application and the environment document

STH 175 Wetlands Investigation*, Theresa, WI (Project Manager and Lead Scientist)
Conducted wetland delineation and assessment services for a 1.5 mile segment of rural highway where vertical and horizontal re-alignments were proposed. Prepared a report which was used to document wetland impacts in a Section 404 Permit application with the U.S. Army Corps of Engineers and Wisconsin Department of Natural Resources

STH 67 Wetland Investigation*, Fond du Lac County, WI (Project Manager and Lead Scientist)
Conducted wetland delineation and assessment for WDOT Southeast Region associated with a 4.2-mile segment of highway proposed to be reconstructed. Coordinated the survey of the wetland boundary flags and prepared the report

STH 23 Wetlands Investigation* Fond du Lac County, WI (Project Manager and Lead Scientist)
Conducted wetland delineation and assessment for WDOT Southeast Region. Identified, delineated, and assessed all wetlands within two highway corridors totaling 7.1 miles in length. Coordinated the survey of the wetland boundary flags and prepared the report

STH 149 Wetlands Investigation*, Fond du Lac County, WI (Project Manager and Lead Scientist)
Provided initial consultation to the client and recommended a scope of services. Conducted the field work for the wetland delineation and assessment, wildlife habitat analysis, stream navigability check, and environmental assessment of open land. Coordinated all graphic preparation and drafted the report

* denotes projects completed with other firms

Eric C. Parker PWS

Senior Scientist Botanist

Rawson Avenue Wetlands Investigation*, Franklin, WI (Project Professional and Lead Scientist)
Delimited and assessed four wetland plant communities in a 3/4-mile segment of a road which was proposed to be expanded from two to four lanes. Prepared a report. Conducted a study to identify the most feasible location for a compensatory wetland mitigation site for impacts proposed to wetlands and satisfy the requirements of a Section 404 Permit from the U.S. Army Corps of Engineers and project concurrence from the Wisconsin Department of Natural Resources.

West Puerner Street Wetland Investigation*, Jefferson, WI (Project Professional and Lead Scientist)
Conducted wetlands services on a 25-acre corridor crossing the Rock River on the north side of the City of Jefferson. One wetland contiguous with the Rock River was delimited. A report was prepared and the wetland's values were assessed to determine impacts of a proposed bridge, approaches, and roadway. Coordinated with U.S. Army Corps of Engineers and the Wisconsin Department of Natural Resources to obtain their concurrence on the preferred alternative and all necessary permits. Studied the feasibility to conduct compensatory wetland mitigation, both on-site and near-site.

Lake Forest Health and Fitness Institute Wetlands Study*, Lake Forest, IL (Project Professional and Lead Scientist)
Identified and delimited all wetlands on 60 acres of property on and adjacent to a proposed development site. Wrote the initial investigation report and advised the client on wetlands regulations. Assessed the wetlands' functions and values. Prepared the preliminary and final mitigation plans, as well as the Mitigation Implementation Plan. Prepared the joint federal and state permit application. Coordinated with agency personnel, engineers, and the client in a successful effort to obtain a U.S. Army Corps of Engineers permit (with state certification).

Wetland Investigation*, Oak Creek, WI (Project Manager and Lead Scientist)
Conducted wetland delineation services on a 22-acre site proposed for development as a residential property. Identified one 2.5-acre wetland on the site. Prepared the report.

Wetland Enhancement Pond*, Burlington, WI (Project Professional and Lead Scientist)
Flagged wetland boundaries within the potential storm water management area and assessed the functional values of the wetland using the WDNR's Rapid Assessment Methodology for Evaluating Wetland Functional Values (RAM). The RAM was the basis for the final recommendations to create a 4-foot deep two-stage pond with gradual side slopes that both enhances wildlife habitat and the quality of water entering the Fox River.

29-Acre Retail Building Site Wetlands Investigation*, Franklin, WI (Project Manager and Lead Scientist)
Conducted wetland delineation for a commercial development. Coordinated with agencies to renew the validity of previously identified wetlands that have become uplands. Obtained concurrence on delimited wetland boundaries from the regulatory agencies. Prepared a report documenting the investigation that included a review of regulatory constraints.

55-Acre Retail Building Site Wetlands Investigation*, Menomonee Falls, WI (Project Manager and Lead Scientist)
Conducted wetland delineation on a site proposed to be used for a commercial development. Prepared a report documenting the investigation that included a review of regulatory constraints. Coordinated with jurisdictional agency personnel and obtained their concurrence on wetland boundary locations.

Cedar Lake Road Utility Extensions Wetland Investigation*, Round Lake, IL (Project Professional and Lead Scientist)
Identified and delimited three jurisdictional wetland areas in the vicinity of proposed sewer and water utility extensions. Provided agency coordination for approvals of the project adjacent to an "Advance Identification" (ADID) wetland associated with Squaw Creek, and receipt of a nationwide permit No. 12 for proposed work in an isolated wetland adjacent to Nippersink and Cedar Lake Roads.

* denotes projects completed with other firms

Eric C. Parker PWS

Senior Scientist Botanist

West Puetz Road Wetlands Investigation*, Franklin, WI (Project Professional and Lead Scientist)
*Assessed the functional values of five wetland plant communities and prepared a report for use in obtaining agency concurrence and permits. Conducted a feasibility study to determine the best location for compensatory mitigation for wetland impacts in the project area. Prepared a plan to complete a wetland creation/restoration project on site and assisted in agency coordination to obtain a FONSI for a Type II environmental document and obtain a Section 404 Permit. Discovered the state champion black cherry (*Prunus serotina*) tree in the project corridor and documented with WDNR*

Proposed Quarry Stream and Wetland Hydrology Study*, Saukville, WI (Project Manager and Lead Wetland Scientist)
Conducted a two year study to collect baseline data from a navigable stream and adjacent wetlands on a 185 acre site. Data included measurements of stream discharges and shallow ground water levels in the wetlands, and a fisheries habitat analysis. The purpose of the study was to identify potential impacts of the proposed quarry on wetland functions and values with an emphasis in fisheries habitat enhancements

Proposed Quarry Wetland Hydrology Study*, Lannon, WI (Project Professional and Lead Wetland Scientist)
Conducted two investigations of wetlands adjacent to the Fox River to determine water table depths, ground water flow directions, and sediment conductivity adjacent to proposed quarry locations. The projects involved monitoring well location, installation, monitoring, and agency/landowner coordination. The studies involved hydrogeologic modeling and wetland assessment to determine effects of an adjacent quarry on wetland hydrology

Oconomowoc Bypass Wetland Mitigation Design*, Jefferson County, WI (Lead Scientist)
Prepared concepts, preliminary and final plans & specifications for the restoration and enhancement of forested wetlands and wetland buffer on a 117-Acre site located partly in the floodplain of the Rock River. Determined, delineated and assessed wetlands on the existing site and prepared a report. Coordinated with a contractor to cut and herbicide invasive species such as reed canary grass and common buckthorn prior to site construction

Glacier Ridge Wetland Mitigation Bank Design*, Dodge County, WI (Project Manager and Lead Scientist)
Budgeted, scheduled, coordinated and participated in numerous tasks to design the first private wetland mitigation bank in Wisconsin under NR 350. Prepared concepts, preliminary plans and final plans and specifications for the restoration and enhancement of wetland and upland prairie/woodland buffer plant communities on four sites totaling 245 acres. Reviewed the delineation of all existing wetlands. Coordinated and met with the Mitigation Bank Review Team (MBRT) comprised of staff from the Wisconsin Department of Natural Resources, the US Fish & Wildlife Service, the US Army Corps of Engineers, the US Environmental Protection Agency, and the US Dept of Agriculture Natural Resource Conservation Service. Assisted in the preparation of a compensation site plan including a management and monitoring plan for 10 years post construction

North End Quarry Environmental Investigation*, Lisbon, WI (Project Professional and Wetland Scientist)
Provided initial consultation to the client and recommended a scope of services. Conducted the field work for the wetland delineation and assessment, wildlife habitat analysis, stream navigability check, and environmental assessment of open land. Coordinated all graphic preparation and drafted the report

Franklin Quarry Wetland Investigation*, Franklin, WI (Project Manager and Wetland Scientist)
Conducted wetland delineation, assessment, and mitigation services on a 40-acre quarry expansion site. Developed a site history to document land uses and assisted in the preparation of the report to be included in the Section 404 permit application with the U S Army Corps of Engineers. Provided jurisdictional agency coordination

Bartelt Parcel Wetlands Investigation*, Lisbon, WI (Project Manager and Wetland Scientist)
Conducted wetlands delineation and assessment services on an 80 acre site proposed for sand and gravel extraction. Prepared a Chapter 30/NR 340 permit application for future quarrying adjacent to a pond and wetland and a Section 404 permit for an acceleration lane adjacent to wetlands. Coordinated with jurisdictional agencies

* denotes projects completed with other firms

Eric C. Parker ^{PWS}

Senior Scientist Botanist

Bristol Interceptor Environmental Assessment*,
Bristol, WI (Project Professional and Wetland
Scientist)

Performed a flora and fauna study of a utility corridor 75 to 100 feet wide and two miles long. Identified, delineated and assessed 5 wetlands that coincided with the corridor. Wrote the environmental assessment and wetland investigation reports. Prepared permit application and coordinated with the jurisdictional agencies.

Village of Jackson Utility Extensions, Wetland
Investigation*, Jackson, WI (Project Manager and
Lead Scientist)

Identified, delineated, and classified wetland areas along 5.5 miles of proposed sewer and water utility extensions. Provided an endangered, threatened, and special concern species survey along the proposed corridor. Coordinated with agencies for wetland boundary concurrence. Providing Chapter 30 and Section 404 permitting assistance.

Town of Mt Pleasant, Pike River Improvements*,
Racine County, WI (Project Manager and Lead
Wetland Scientist)

Identified, delineated, and assessed 37 wetlands in a 920-acre study area to identify potential wetland impacts from a stream channel improvement and realignment project. Presented and assisted at facilitated meetings with agencies, engineers, and the client. Prepare conceptual wetland restoration plans.

Big Rib River Crossing at CTH O Wetlands
Investigation*, Marathon, WI (Project Manager and
Lead Wetland Scientist)

Identified, delineated, and assessed wetlands and other valuable habitats within a 70 acre study area. The results of the study may be used to evaluate environmental impacts of a highway project. Recommended a corridor for a new bridge and approaches and potential mitigation sites. Coordinated with jurisdictional agencies. Prepared all documentation and drafted the report.

STH 31 Reconstruction Wetland Investigation*,
Caledonia and Mount Pleasant, WI (Project
Professional and Lead Scientist)

A wetland investigation was conducted to identify the location and extent of jurisdictional wetlands within a 110-acre study area. Ten wetland plant communities were identified, flagged in the field, and surveyed. A total of 0.956 acres of wetlands were determined to be within the fill limits of the proposed highway reconstruction. Wetland functional values were assessed for the wetlands that were to be incorporated, and a mitigation siting study was conducted. The results of the investigations were presented in reports to WDOT Southeast Region as a component of the project's environmental documentation. Prepared the Section 404 permit application and coordinated with jurisdictional agency personnel.

STH 33 Reconstruction Wetland Investigation* West
Bend, WI (Project Professional and Lead Scientist)

A wetland investigation was conducted to identify the location and extent of jurisdictional wetland within an 8.5 acre study area, assess functional values, and describe effects of a highway reconstruction project on wetlands. Two wetland plant communities were identified, flagged in the field, surveyed, and described. It was determined that a 0.84-acre of wetland would be impacted by the reconstruction. Jurisdictional agencies were contacted and a scope of work to identify a potential mitigation site was generated. The work was documented in a report and submitted to WDOT Southeast Region. Completed a wetland mitigation site search and recommended a site for selection and prepared a plan for wetlands restoration.

USH 151 Reconstruction and Bypass Wetlands
Investigation*, Fond du Lac County, WI (Project
Professional and Lead Scientist)

Conducted wetland delineation and assessment services for Wisconsin Department of Transportation Southeast Region associated with a highway reconstruction project. Identified, delineated, and assessed 103 wetlands within selected highway corridors totaling approximately 33 miles in length. Information from the investigations were used by the client to determine impacts to wetlands and to secure permits and approvals from jurisdictional agencies.

* denotes projects completed with other firms

Eric C. Parker PWS

Senior Scientist Botanist

Mukwonago Bypass Wetlands Assessment*, Waukesha County, WI (Project Manager and Lead Scientist)

Conducted an assessment of wetland functional values for three wetlands in a 400-acre study area traversed by the Mukwonago River. The wetland assessment was used to evaluate impacts of a proposed bypass for STH 83 around the east side of Mukwonago. Fourteen endangered, threatened, or special concern plant and animal species were known from the Mukwonago River corridor, and were considered in the assessments where high to exceptional significance ratings prevailed.

CTH Q Wetlands Investigation*, Shawano County, WI (Project Professional and Lead Scientist)

Delineated and assessed eleven wetlands along a 3.5-mile segment of rural highway and a 0.7-mile realignment corridor. Prepared a report and coordinated with agency personnel. Prepared and submitted a Section 404 Permit application and secured all necessary wetlands related permits and approvals from regulatory agencies. Prepared the compensatory wetland mitigation plan.

USH 10 Wetland and Waterway Mapping (I-39 to Marshfield)*, Portage and Wood Counties, WI (Project Manager, Principal-in-Charge, Lead Scientist)

Budgeted, scheduled, coordinated and participated in numerous tasks to map wetlands and waterways along two contiguous freeway corridor segments totaling approximately 35 miles in length during the growing seasons of 2005 and 2007. Supervised and participated in the final determination, delineation, classification and GPS survey of 174 wetlands. Reviewed and helped write the report.

Deer Grove Forest Preserve Wetland Delineation and Restoration*, Cook County, IL (Project Manager and Lead Scientist)

Budgeted, scheduled, coordinated and participated in numerous tasks to map and classify wetlands and waterways on a 628-acre site located on lands owned by the Forest Preserve District of Cook County. Supervised and participated in final wetland determinations and delineations of 40 wetlands comprising 188 acres. Used GPS to locate wetland boundaries and coordinated with the client, forest preserve district staff and US Army Corps of Engineers regulatory staff in the concurrence of the wetland delineation work. Assisted in the preparation and reviewed the report. Assisted in the preparation of a wetland and upland prairie/woodland restoration concept for the purpose of helping to meet the mitigation requirements of the O'Hare International Airport expansion.

Germantown Sand & Gravel Pit Wetland Restoration*, Washington County, WI (Project Manager and Lead Scientist)

Budgeted, scheduled, coordinated and participated in numerous tasks for analyzing alternatives to discharging water from a non-metallic mining operation, and analyzing the effects of ceasing water discharges through an existing waterway into downstream wetlands on an adjacent property. Completed wetland functional assessment and water budget analysis to determine the effects of the discharge on the sustainability and quality of the wetlands. Prepared applications and plans to obtain Wisconsin Pollution Discharge Elimination System (WPDES) and Chapter 30 permits to discharge into a state navigable waterway. Provided expert testimony for same. Assisted in the design of a sedimentation pond to remove 80% of the suspended solids at a discharge flow of over 1,000,000 gallons per day from the 130-Acre sand & gravel pit. Coordinated with the adjacent landowner, client, agency staff to prepare and implement a plant to remove sediment deposited on an adjacent property.

* denotes projects completed with other firms

Eric C. Parker ^{PWS}

Senior Scientist Botanist

I-94 Corridor Wetland and Primary Environmental Corridor Mapping and Endangered Species Study*, Milwaukee, Racine, and Kenosha Counties, WI (Project Manager and Lead Scientist)

*Budgeted, scheduled, coordinated and participated in numerous tasks to map wetlands, primary environmental corridor and waterways, and search for rare species in a freeway corridor approximately 34 miles long. Supervised and participated in the preliminary determination, delineation, GPS mapping, and classification of 171 wetlands and 19 separate plant communities within primary environmental corridor. Supervised and participated in the final determination, delineation, classification and surveying of 85 wetlands within seven interchange areas that were designated for significant improvements. Reviewed and helped write the report. Supervised and conducted a rare species survey during the 2006 growing season to search for plant species that were listed as special concern, threatened or endangered by the State of Wisconsin. Prepared the report. Mapped locations of rare species using a GPS, and coordinated with the client and regulatory agency staff. Prepared a plan to mitigate roadway improvement impacts to seaside crowfoot (*Ranunculus cymbalaria*) through transplantation to an on site location and obtained concurrence from the WDNR*

Elm Road Generating Station*, Oak Creek & Caledonia, WI (Project Manager & Lead Scientist)

Budgeted, scheduled, coordinated and participated in numerous environmental projects involving the planning and construction of a power plant. Beginning in 2002 determined, delineated and classified over 70 different wetlands on properties totaling approximately 1,000 acres including over three miles of railroad. Located wetland boundaries, sample points and other natural features through the use of GPS equipment with real-time one-meter accuracy. Assessed the functions of 127 wetlands for Chapter 30, Section 404/401 and NR 103 permitting purposes. Searched for suitable sites (both on site and near site) for compensatory wetland mitigation to offset over 20 acres of wetland impacts. Studied potential sites for feasibility of wetland restoration, enhancement and creation. Prepared conceptual and final compensation site plans and designed four selected sites that included restoration and/or enhancements to wet meadow, shallow marsh, hardwood swamp, mesic woodland, savanna, tallgrass prairie and streams. Submitted the mitigation plans to the client and agencies and obtained all necessary permits and approvals. Prepared bid documents and specifications for the construction of the mitigation sites. Provided direct consultation with the site contractor during construction of the mitigation sites which concluded in 2007

McMahon Woods and Fen Plant Community Mapping*, Cook County, IL (Principal-in-Charge and Lead Scientist)

Budgeted, scheduled, coordinated and participated in numerous tasks to map and classify plant communities on a 470 acre site where rare habitat for a federally listed Hines emerald dragonfly and uncommon flora exist. Supervised and participated in the identification of 75 plant communities in accordance with the Chicago Wilderness Terrestrial Community Classification System outlined in their Biodiversity Recovery Plan. Used GPS to locate plant community boundaries and coordinated with the client, forest preserve district staff and US Army Corps of Engineers regulatory staff. Assisted in the preparation and reviewed the report. Assisted in the preparation of a wetland restoration concept for the purpose of helping to meet the mitigation requirements of the O'Hare International Airport expansion

* denotes projects completed with other firms

Eric C. Parker PWS

Senior Scientist Botanist

Tri-State Tollway, Deerfield Plaza Wetland and Endangered Species Investigation*, Lake and Cook Counties, IL (Lead Scientist)

Conducted wetland delineation and assessment services for segments of the Tollway, totaling 5 miles. Wetland impacts were determined for reconstruction of the toll plaza and widening of the highway facilities adjacent to the plaza. Conducted an investigation to determine the extent of occurrence of Seaside Crowfoot, an endangered plant species in Illinois. Prepared plans to mitigate impacts of the highway and toll plaza reconstruction on both wetlands and the endangered species. Coordinated with agency personnel, prepared construction documents and specifications and wrote reports. Prepared Section 404 permit applications and obtained the permits with 401 Certification from the Illinois Department of Natural Resources. Conducted an investigation of trees and shrubs that would be impacted by the expansion of the toll plaza.

Guardian II Laterals*, Fox Valley, Hartford and West Bend, WI

Project Manager and Lead Scientist. Budgeted, scheduled, coordinated and participated in numerous activities and scopes of work for the planning and permitting (Chapter 30, Section 404/401 and NR 103) phases of three gas laterals in 2003, 2006 and 2007. Coordinated with landowners, determined, delineated and mapped with a GPS, wetlands, woodlands and waterways. Collected required data and documented all types of natural resources through photography and data forms. Searched for rare species. Assisted in the preparation of data tables summarizing and quantifying impacts to wetlands, woodlands, waterways and agricultural lands. Coordinated with client on minor modifications to the pipeline routes to better protect various natural resources. Assisted client in regulatory agency coordination, assisted prepare, and reviewed all reports.

Wildlife Surveys and Studies

Confidential Client, Williston, North Dakota

Conducted Shoreline Contamination Assessment Technique (SCAT) surveys and assessed wildlife presence along a creek corridor in Williams County, ND. Assessed habitat and assisted in the selection of wildlife trap locations. Recorded and reported on all wildlife sightings on a daily basis for a total of 31 days in two rotations. Served as the lead wildlife biologist while deploying amphibian and turtle traps to monitor populations during the initial early spring monitoring event, supervised chorus surveys (February, March, and April, 2015).

* denotes projects completed with other firms

Eric C. Parker ^{PWS}

Senior Scientist Botanist

PUBLICATIONS

Potentially Mis-Categorized Wetland Plant Species
NC-NE & Midwest Land Resource Regions of the
U.S. *Wisconsin Wetlands Association Annual
Conference, 2012*

Presentation Importance of Strategic Planning for
Long Range Success in Natural Area Restoration
and Management (Parker, Parish, Feggestad,
Sellar, Wilhelm) *LTA Midwest Land Conservation
Conference, 2009*

Saving the Hines Emerald Dragonfly (Parker, Parish)
LTA Midwest Land Conservation Conference, 2009

Presentation Arriving at a Workable Definition of
Coastal Wetlands (Parker, Parish, Schumacher)
WWA, 2006

Presentation General Wetland Functions
American Public Works Association, 2000

Presentation Wetland Permitting Primer *WDNR
Permitting Workshop, 1996*

TIA TECHNICAL MEMORANDUM

Date: November 16, 2021

Prepared for: Neumann Development, Inc.
Bryan Lindgren

Prepared by: Tammi Czewski, P.E., PTOE
Traffic Analysis & Design, Inc.

Subject: **Cape Crossing Residential Development – Ryan Road, Franklin, Wisconsin
Traffic Impact Analysis**

INTRODUCTION

A 142-unit single-family residential development is proposed on about 80 acres north of Ryan Road between North Cape Road and 116th Street at 12200 W. Ryan Road, Franklin, Wisconsin. Access to the development is proposed at one location to Ryan Road, just west of the existing driveway for the site address. A map showing the development site and proposed access locations is on Exhibit 1. The proposed development site plan is shown on Exhibit 2.

This traffic impact analysis (TIA) technical memorandum was prepared to document the peak hour traffic impacts expected along Ryan Road with buildout of the Cape Crossing residential development.

STUDY AREA

Study Intersections

The study intersections are also identified on Exhibit 1 and include the following:

- Ryan Road & North Cape Road (CTH OO)
- Ryan Road & proposed Cape Crossing development driveway
- Ryan Road & 116th Street
- Ryan Road (CTH H to the east) & Loomis Road (USH 45/STH 36)

The Ryan Road intersection with Loomis Road operates with traffic signal control. All other study intersections operate with stop sign control. The existing geometrics, traffic control, posted speed limits, and distances between study intersections are shown on Exhibit 3.

Study Area Roadways

Ryan Road is classified as a Collector roadway between North Cape Road and Loomis Road. East of Loomis Road, Ryan Road is classified as a Minor Arterial and is designated as CTH H. In the study area (between North Cape Road and Loomis Road), Ryan Road has a two-lane undivided cross-section, narrow paved shoulders, and a 35-mph posted speed limit. Development of this section of Ryan Road is primarily residential. There are no sidewalks or trails along the study section of Ryan Road. The Wisconsin Department of Transportation (WisDOT) 2011 Annual Average Daily Traffic (AADT) on Ryan Road, east of North Cape Road, was 990 vehicles per day (vpd).

North Cape Road (CTH 00) is classified as a Principal Arterial and runs north/south through the study area with a two-lane undivided roadway with a 40-mph speed limit. A multi-use trail runs along the west side of North Cape Road from Durham Drive (about one mile north of Ryan Road) to Loomis Road. The WisDOT 2015 AADT on North Cape Road near Durham Drive was 8,900 vpd.

Loomis Road (USH 45/STH 36) is classified as a Principal Arterial and runs southwest to northeast through the study area with a four-lane divided cross-section and a 55-mph posted speed limit. There are no sidewalks or trails along Loomis Road in the vicinity of Ryan Road. The WisDOT 2017 AADT on Loomis Road between North Cape Road and Ryan Road was 15,100 vpd.

116th Street is classified as a Collector roadway and runs north/south north of Ryan Road with a two-lane undivided cross-section and a 35-mph posted speed limit. There are no sidewalks or multi-use trails along 116th Street. The WisDOT 2011 AADT on 116th Street was 510 vpd.

EXISTING & FUTURE TRAFFIC VOLUMES

Existing Traffic Volumes

TADI collected weekday turning movement counts at the study intersections on October 21, 22, and 25, 2021. The turning movement traffic counts are in Appendix A. The overall peak traffic hours during these counts occurred from 7:00-8:00 a.m. (AM peak hour) and from 4:30-5:30 p.m. (PM peak hour). The existing turning movement volumes were compiled for the peak hours and shown on Exhibit 4.

During the traffic counts, North Cape Road was closed to through traffic on the north side of Ryan Road, resulting in much lower than normal through volumes on northbound and southbound North Cape Road. Traffic technicians reported that the closure may have affected traffic patterns at this and other intersections as drivers who were unaware of the closure U-turned or altered their routes to find a new way to travel to/from the north on North Cape Road.

The existing peak hour traffic volumes at the study intersections were reviewed to identify traffic patterns that may have been affected by the road closure on North Cape Road. From the data, eastbound right-turn and northbound left-turn traffic at the Ryan Road/North Cape Road intersection could be higher than normal due to traffic using Ryan Road and Boxhorn Drive (west of North Cape Road) to route around the North Cape Road closure. Eastbound left-turn, westbound right-turn, and southbound left-turn traffic at the Ryan Road/116th Street intersection could also be higher than normal due to traffic using 116th Street to route around the North Cape

Road closure. For this study, 50% of these turning volumes were reallocated to turn to/from the north on North Cape Road.

Based on the WisDOT 2015 hourly AADT data on North Cape Road (Appendix A), the two-way traffic volumes on North Cape Road should be about 680 vehicles in the AM peak hour and 790 vehicles in the PM peak hour. Existing two-way traffic volumes counted during construction, however, were only 35 vehicles in the AM peak hour and 95 vehicles in the PM peak hour. The northbound and southbound through traffic at the Ryan Road/North Cape Road intersection was increased and balanced to match the two-way WisDOT hourly AADT on North Cape Road. The adjusted and balanced peak hour turning movement counts at the study intersections are shown on Exhibit 5.

Cape Crossing Development Traffic

The trip generation for the proposed Cape Crossing residential development was based on fitted curve equations (FCE) from the Institute of Transportation Engineer’s (ITE) *Trip Generation Manual, 10th Edition*. The 142 single-family units generate 1,440 trips during a typical weekday, with 105 new trips (25 in/80 out) during the weekday AM peak hour and 140 new trips (90 in/50 out) during the weekday PM peak hour (Table 1).

Table 1. Cape Crossing Trip Generation

Land Use	ITE Code	Proposed Size	Weekday Daily	AM Peak			PM Peak		
				In	Out	Total	In	Out	Total
Single-Family Detached Housing	210	142 Units	1,440 FCE	25 (25%)	80 (75%)	105 FCE	90 (63%)	50 (37%)	140 FCE
Total New Trips			1,440	25	80	105	90	50	140

The new trips were distributed to the study intersections based on existing traffic patterns on each roadway, as well as based on the population centers and major freeways surrounding the site (Muskego to the north, Franklin and Milwaukee to the northeast, I-41/94 and Oak Creek to the east, Waterford and Burlington to the southwest). The trip distribution percentages are shown below and with the Cape Crossing new trips traffic assignment on Exhibit 6.

- 10% to/from the east on Ryan Road
- 20% to/from the north on North Cape Road
- 30% to/from the south on North Cape Road/Loomis Road
- 40% to/from the north on Loomis Road

Build Traffic Volumes

The Cape Crossing new trips were added to the adjusted Existing traffic volumes to generate the Build traffic volumes shown on Exhibit 7.

PEAK HOUR TRAFFIC OPERATIONS & QUEUES

The study intersections were analyzed using the Synchro 11 traffic analysis model (outputs based on the *Highway Capacity Manual, 6th Edition*) and the peak hour turning movement volumes estimated for each intersection.

LOS Definition/Description

Intersection operation is defined by “level of service.” Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS ‘F’. For the purposes of this study, LOS D or better was used to define acceptable peak hour operating conditions. The LOS descriptions for signalized and unsignalized intersections are in Table 2.

Table 2. LOS Descriptions

LOS	Signalized Intersections Control Delay/Vehicle (sec/veh)	Unsignalized Intersections Avg. Control Delay (sec/veh)	Relative Delay
A	≤10	≤10	Short Delays
	Free-flow traffic operations at average travel speeds. Vehicles completely unimpeded in ability to maneuver. Minimal delay at		
B	> 10 - 20	> 10 - 15	
	Reasonably unimpeded traffic operations at average travel speeds. Vehicle maneuverability slightly restricted. Low traffic delays.		
C	> 20 - 35	> 15 - 25	
	Stable traffic operations. Lane changes becoming more restricted. Travel speeds reduced to half of average free flow travel speeds. Longer		
D	> 35 - 55	> 25 - 35	Moderate Delays
	Small increases in traffic flow can cause increased delays. Delays likely attributable to increased traffic, reduced signal progression, and adverse		
E	> 55 - 80	> 35 - 50	
	Significant delays. Travel speeds reduced to one-third of average free flow travel speed.		
F	> 80	> 50	Long Delays
	Extremely low speeds. Intersection congestion. Long delays. Extensive traffic queues at intersections		

Source: Highway Capacity Manual, Transportation Research Board, Washington, D C, 2010

Peak Hour Traffic Operations

The Existing and Build traffic volumes were evaluated with existing geometrics and traffic control at each study intersection. The Cape Crossing driveway to Ryan Road was evaluated with single shared turn lanes at each approach and stop sign control on the Cape Crossing driveway. Traffic volumes to and from the Cape Crossing residential development are not high enough to warrant separate left or right-turn lanes on Ryan Road.

The Existing peak hour traffic operations (LOS, delays, and queues) by movement are in Table 3, and the corresponding Synchro analysis output sheets are in Appendix B. The Build peak hour traffic operations are in Table 4 and the corresponding Synchro analysis output sheets are in Appendix C. As shown, all turning movements at the study intersections operate acceptably at LOS D or better during the peak hours with both the Existing traffic volumes and the additional traffic from the proposed Cape Crossing development.

Table 3. Existing Traffic Peak Hour Operations

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↖	←	↙	↖	↑	↗	↘	↓	↙	
Node 100 Ryan Road & North Cape Road <i>Stop Sign Control (EB/WB)</i>	1	Lanes->	1			1			1			1			
		LOS	C			B			A			*			A
		Delay	16			14			8			*			2.0
	2	Queue	10'			10'			0'			*			
		LOS	C			C			A			*			A
		Delay	19			23			8			*			3.5
Node 200 Ryan Road & 116th Street <i>Stop Sign Control (SB)</i>	1	Lanes->	1	-	-	1	-	-	-	-	-	1	-		
		LOS	A	-	-	*	-	-	-	-	-	A	-	A	
		Delay	7	-	-	*	-	-	-	-	-	9	-	1.5	
	2	Queue	0'	-	-	*	-	-	-	-	-	0'	-		
		LOS	A	-	-	*	-	-	-	-	-	A	-	A	
		Delay	7	-	-	*	-	-	-	-	-	9	-	2.1	
Node 300 Ryan Road & Looms Road <i>Traffic Signal Control</i>	1	Lanes->	1	1	1	1	1	2	1	1	2	1			
		LOS	B	B	B	B	A	A	A	A	A	A	A		
		Delay	12	12	13	12	7	7	5	9	6	5	7.6		
	2	Queue	35'	10'	45'	10'	15'	110'	25'	5'	45'	5'			
		LOS	B	B	B	B	B	A	A	A	A	A	A		
		Delay	11	11	13	11	10	7	6	8	8	6	8.4		
2	Queue	30'	15'	85'	5'	10'	75'	20'	10'	120'	15'				

(-) indicates a movement that is prohibited or does not exist (*) indicates a freeflow movement
 Delay is reported in seconds Queue is the maximum of the 50th & 95th percentile queue, measured in feet

Table 4. Build Traffic Peak Hour Operations

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↖	←	↙	↖	↑	↗	↘	↓	↙	
Node 100 Ryan Road & North Cape Road <i>Stop Sign Control (EB/WB)</i>	1	Lanes->	1			1			1			1			
		LOS	C			C			A			*			A
		Delay	16			17			8			*			3.0
	2	Queue	10'			20'			0'			*			
		LOS	C			D			A			*			A
		Delay	21			29			8			*			4.8
Node 200 Ryan Road & 116th Street <i>Stop Sign Control (SB)</i>	1	Lanes->	1	-	-	1	-	-	-	-	-	1	-		
		LOS	A	-	-	*	-	-	-	-	-	B	-	A	
		Delay	7	-	-	*	-	-	-	-	-	10	-	1.1	
	2	Queue	0'	-	-	*	-	-	-	-	-	5'	-		
		LOS	A	-	-	*	-	-	-	-	-	A	-	A	
		Delay	7	-	-	*	-	-	-	-	-	9	-	1.6	
Node 300 Ryan Road & Looms Road <i>Traffic Signal Control</i>	1	Lanes->	1	1	1	1	1	2	1	1	2	1			
		LOS	B	B	B	B	A	A	A	B	A	A	A		
		Delay	13	12	13	12	7	8	6	10	6	5	8.1		
	2	Queue	55'	10'	45'	10'	15'	125'	25'	5'	50'	10'			
		LOS	B	B	B	B	B	A	A	A	A	A	A		
		Delay	12	11	13	11	10	7	6	8	8	6	8.6		
Node 400 Ryan Road & Cape Crossing Driveway <i>Stop Sign Control (SB)</i>	1	Lanes->	1	-	-	1	-	-	-	-	-	1	-		
		LOS	A	-	-	*	-	-	-	-	-	A	-	A	
		Delay	7	-	-	*	-	-	-	-	-	9	-	4.1	
	2	Queue	0'	-	-	*	-	-	-	-	-	10'	-		
		LOS	A	-	-	*	-	-	-	-	-	B	-	A	
		Delay	7	-	-	*	-	-	-	-	-	10	-	3.0	
2	Queue	5'	-	-	*	-	-	-	-	-	5'	-			

(-) indicates a movement that is prohibited or does not exist (*) indicates a freeflow movement
 Delay is reported in seconds Queue is the maximum of the 50th & 95th percentile queue, measured in feet

RYAN ROAD SPEED STUDY

Speed data was collected on Ryan Road near the location of the proposed Cape Crossing driveway to determine how fast drivers are traveling on Ryan Road. Speed data was collected for a 24-hour period from about 8:00 a.m. on October 19, 2021 to 8:00 a.m. on October 20, 2021 (speed study data is in Appendix D). The speed data was aggregated in 5-mph speed bins (as collected) and 1-mph speed limits (using statistical estimations) as shown on Exhibit 8. From the 1-mph estimated speed bin data, the 50th percentile speed on Ryan Road was calculated to be 39.6 mph. The 85th percentile speed was calculated to be 45.5 mph. The posted speed limit on Ryan Road is 35 mph.

The 85th percentile speed defines the speed that 85% of drivers will drive at or below under free-flowing conditions, and speed limits are typically set at the 85th percentile speed of the roadway. If increasing the speed limit is not desirable, then increasing speed awareness and enforcement of are recommended to encourage compliance with the posted speed limit. These measures could include increased police patrols/ticketing or installing dynamic speed feedback signs on Ryan Road. Dynamic speed feedback signs (Figure 1) are a proven treatment for reducing 85th percentile speeds as they slow drivers down by making them aware when they are driving at speeds above the posted limits.



Figure 1

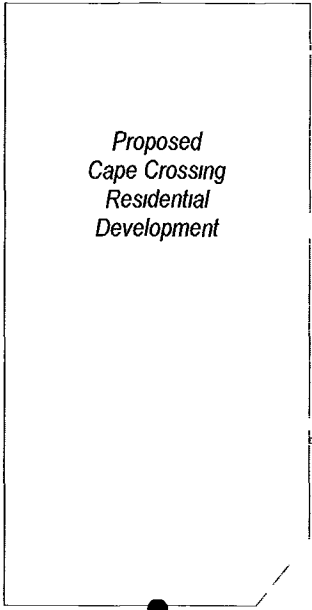
SUMMARY & RECOMMENDATIONS

The additional traffic from the proposed Cape Crossing development is not expected to significantly impact peak hour delays or queues at the study intersections. Traffic volumes to and from the Cape Crossing development are not high enough to warrant separate left or right turns at the site driveway to Ryan Road, however, the City of Franklin will require acceleration and deceleration lanes to be provided at the driveway. No other modifications to the study intersections are recommended with buildout of this development.

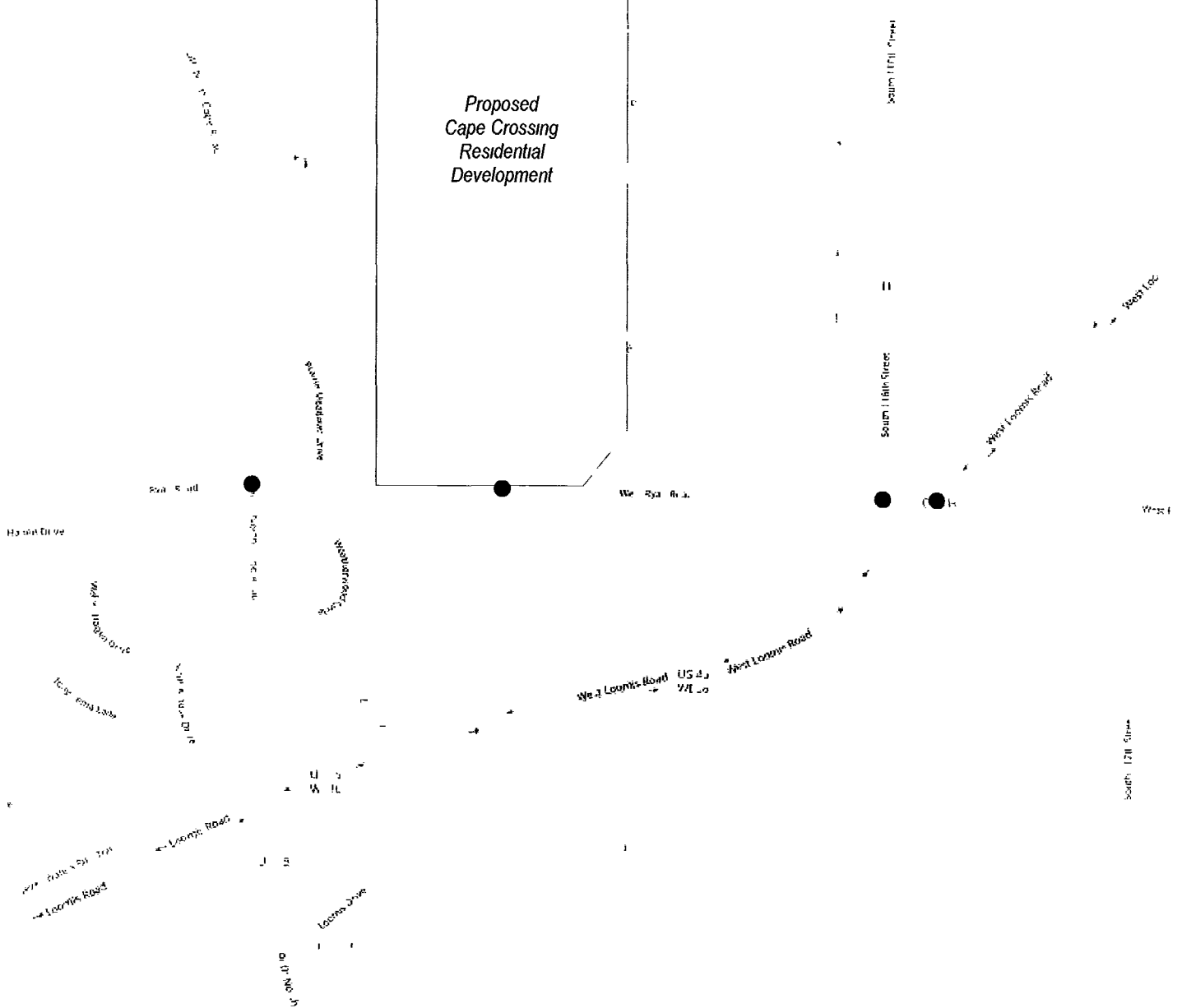
Based on spot speed data collected on Ryan Road, the 85th percentile speeds on Ryan Road are about 45 mph and the posted speed limit is 35 mph. Recommendations for decreasing speeds on Ryan Road include increasing police patrols/ticketing, and installing dynamic speed feedback signs.

Appendices

- A – Traffic Counts, PHF-HV Table, Saturation Flow Rate Calculation
- B – Existing Analysis Synchro Analysis Output
- C – Build Analysis Synchro Analysis Output
- D – Speed Study Data



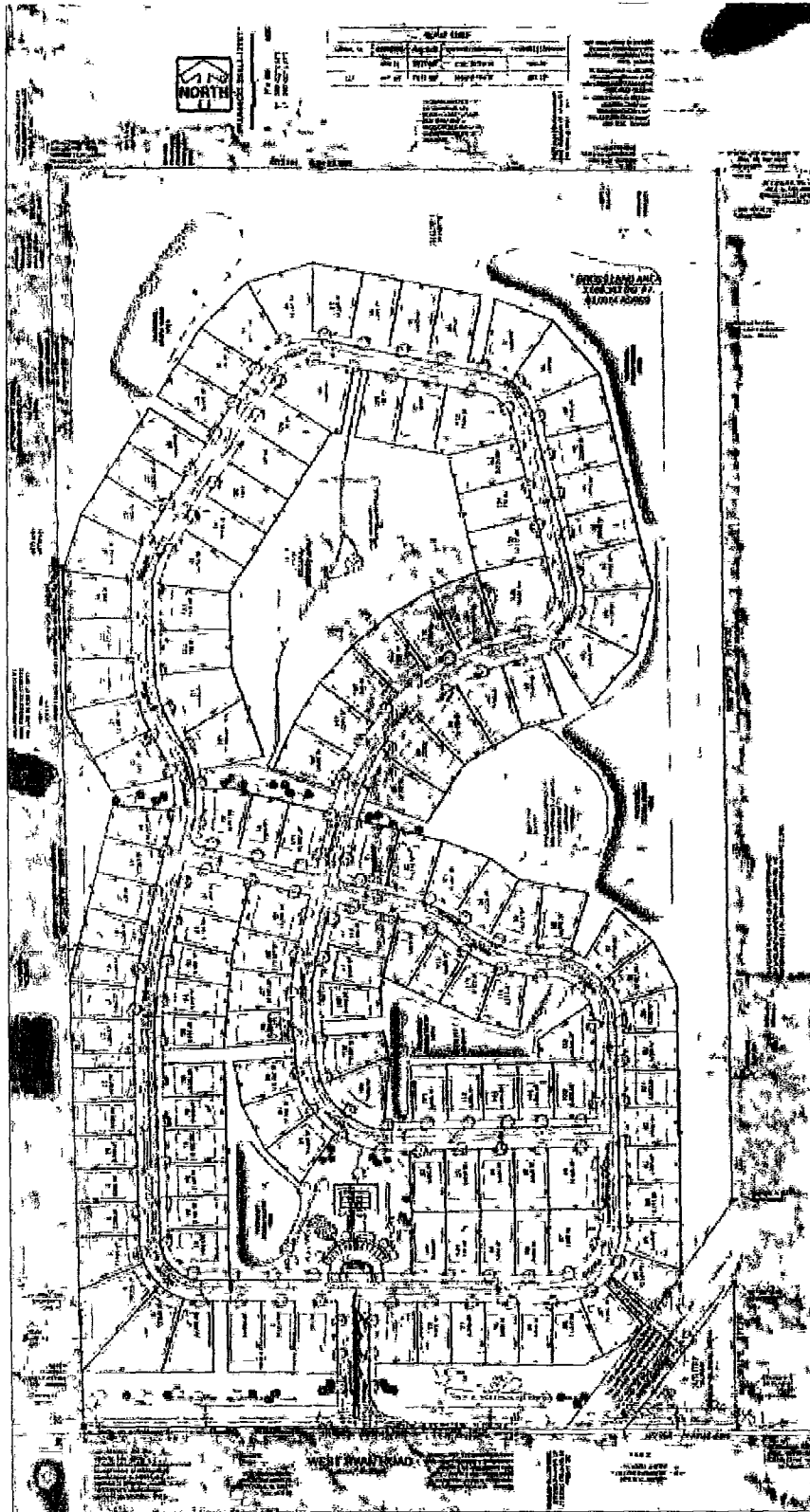
Proposed
Cape Crossing
Residential
Development



Source: Open Street Map

LEGEND

- Study Area Intersection
- Proposed Development Area



NOT TO SCALE

NO.	DATE	DESCRIPTION
1	11/16/21	CONCEPT PLAN

MELIMANIS
 SHEET C-1
 C-1

REVISIONS

CONCEPT PLAN

CAPE CROSSING

CITY OF FRANKLIN, MILWAUKEE CO.






PINNACLE ENGINEERING GROUP

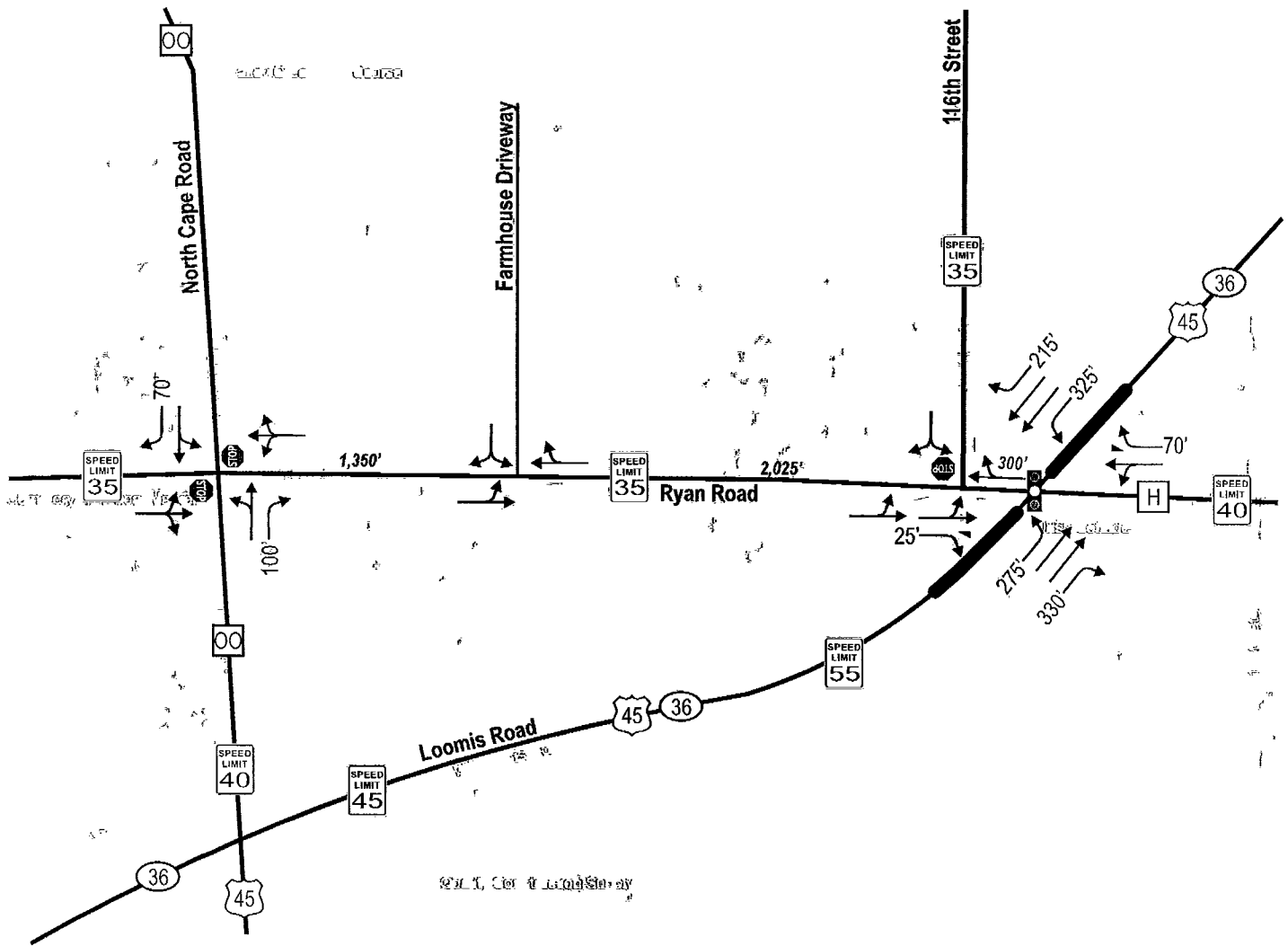
EXHIBIT 2
 CONCEPTUAL SITE PLAN

FRANKLIN, WISCONSIN



LEGEND

-  Traffic Signal Control
-  Stop Control
-  Existing Lane Configuration
-  XX' Existing Storage Length (in Feet)
-  XX' Distance Between Roadways (in Feet)
-  Divided Roadway Median



Source: Google Earth

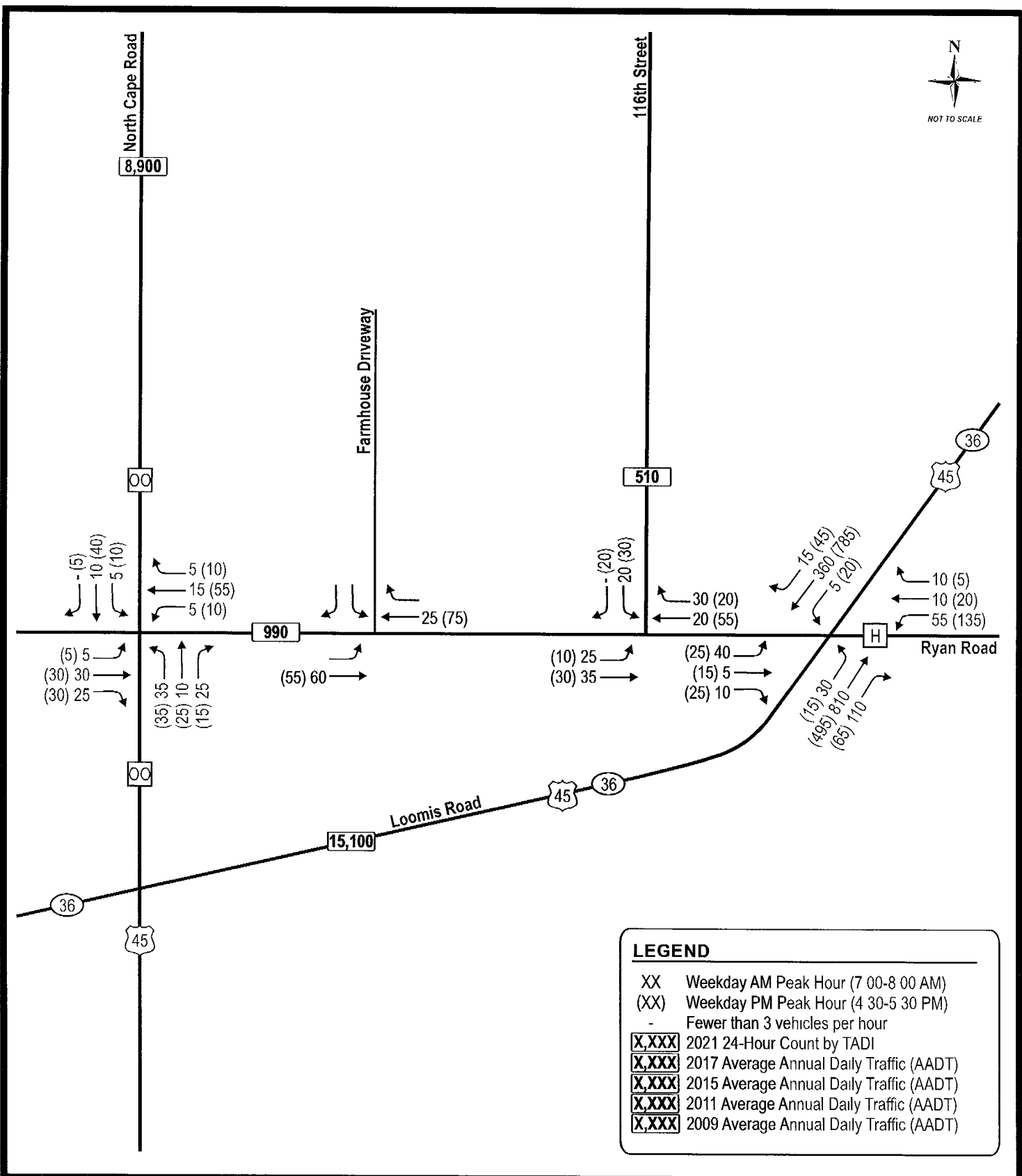


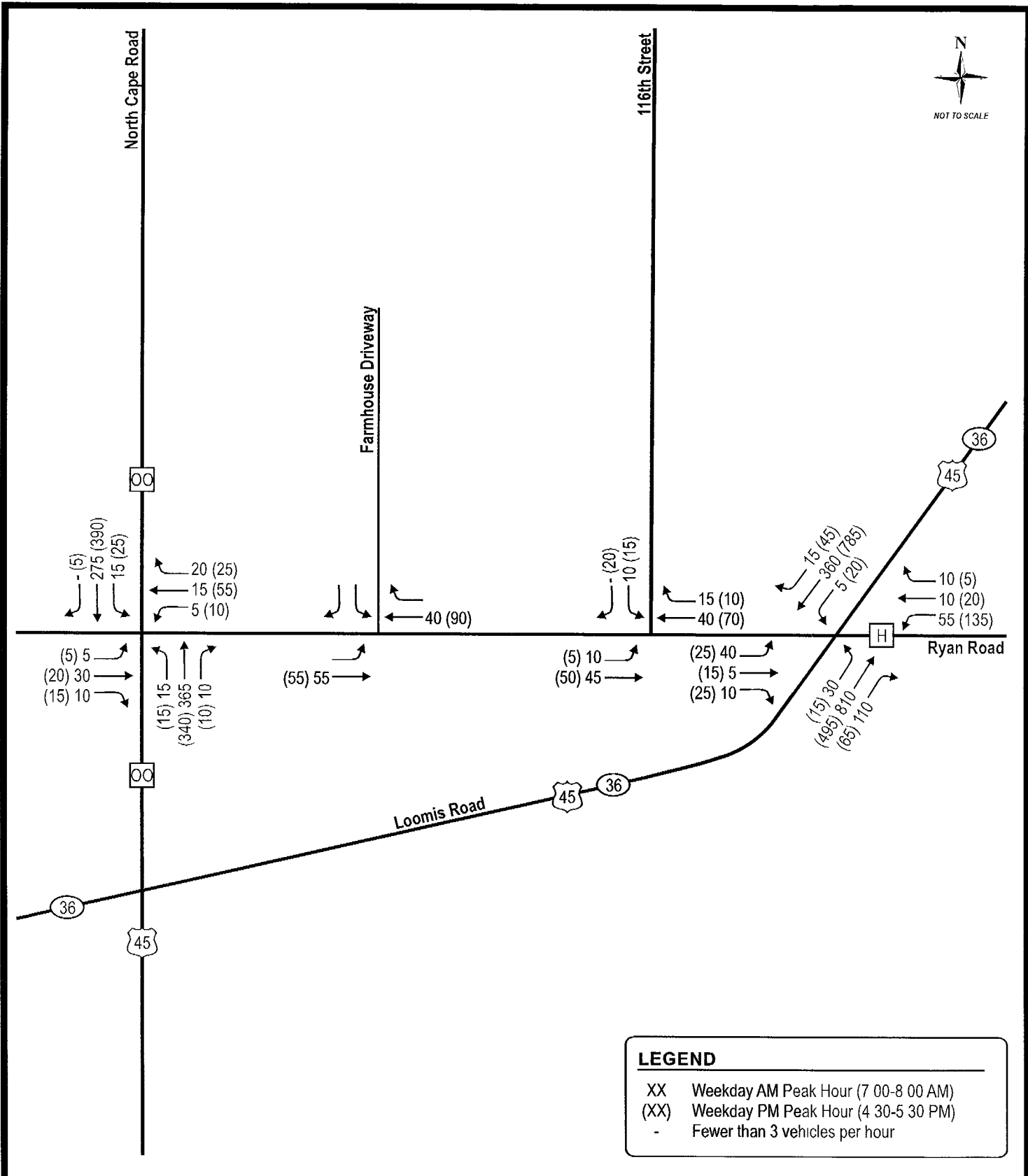
TRAFFIC ANALYSIS & DESIGN, INC.

#2756 11/16/21

**EXHIBIT 3
EXISTING TRANSPORTATION SYSTEM**

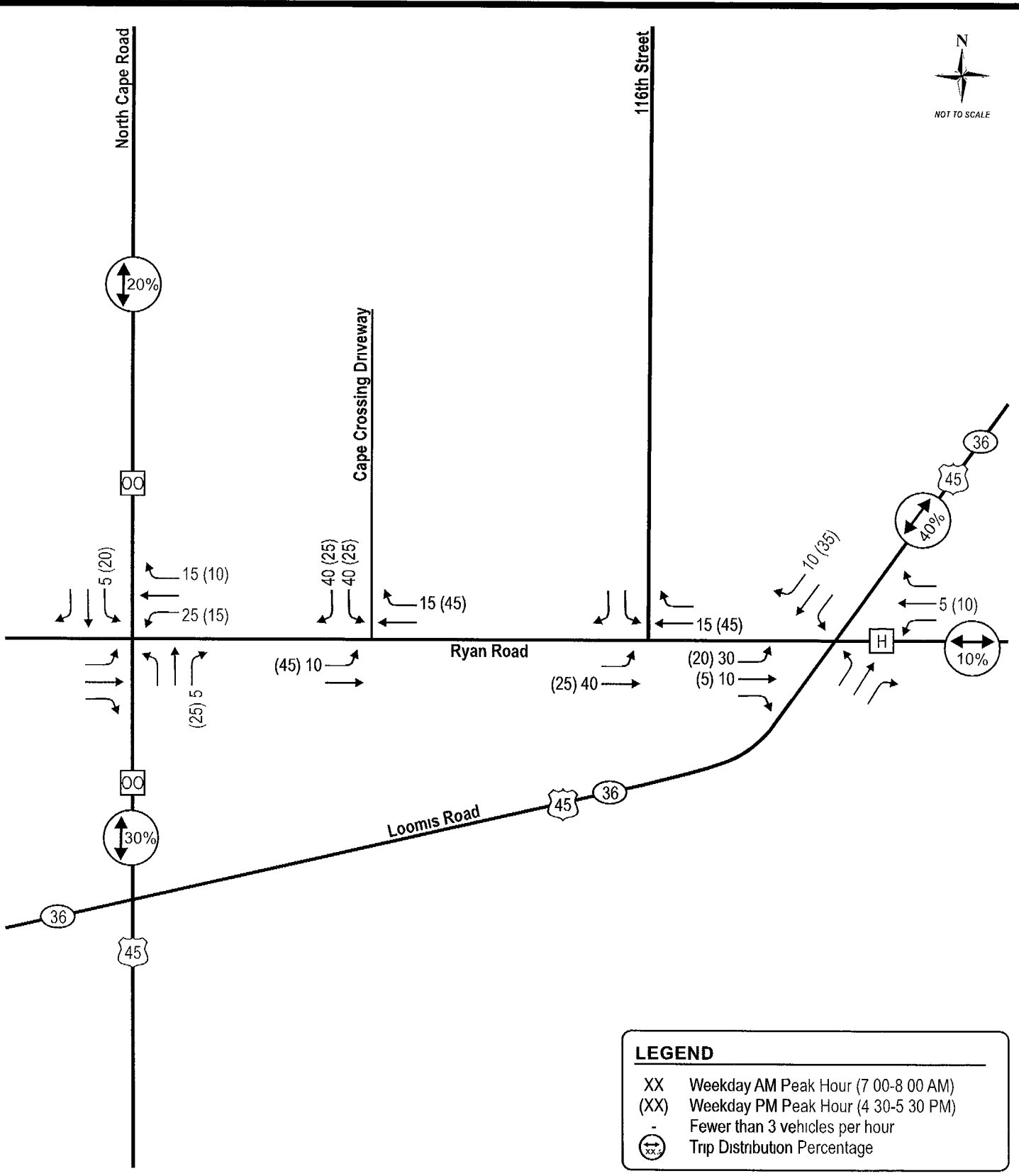
FRANKLIN, WISCONSIN

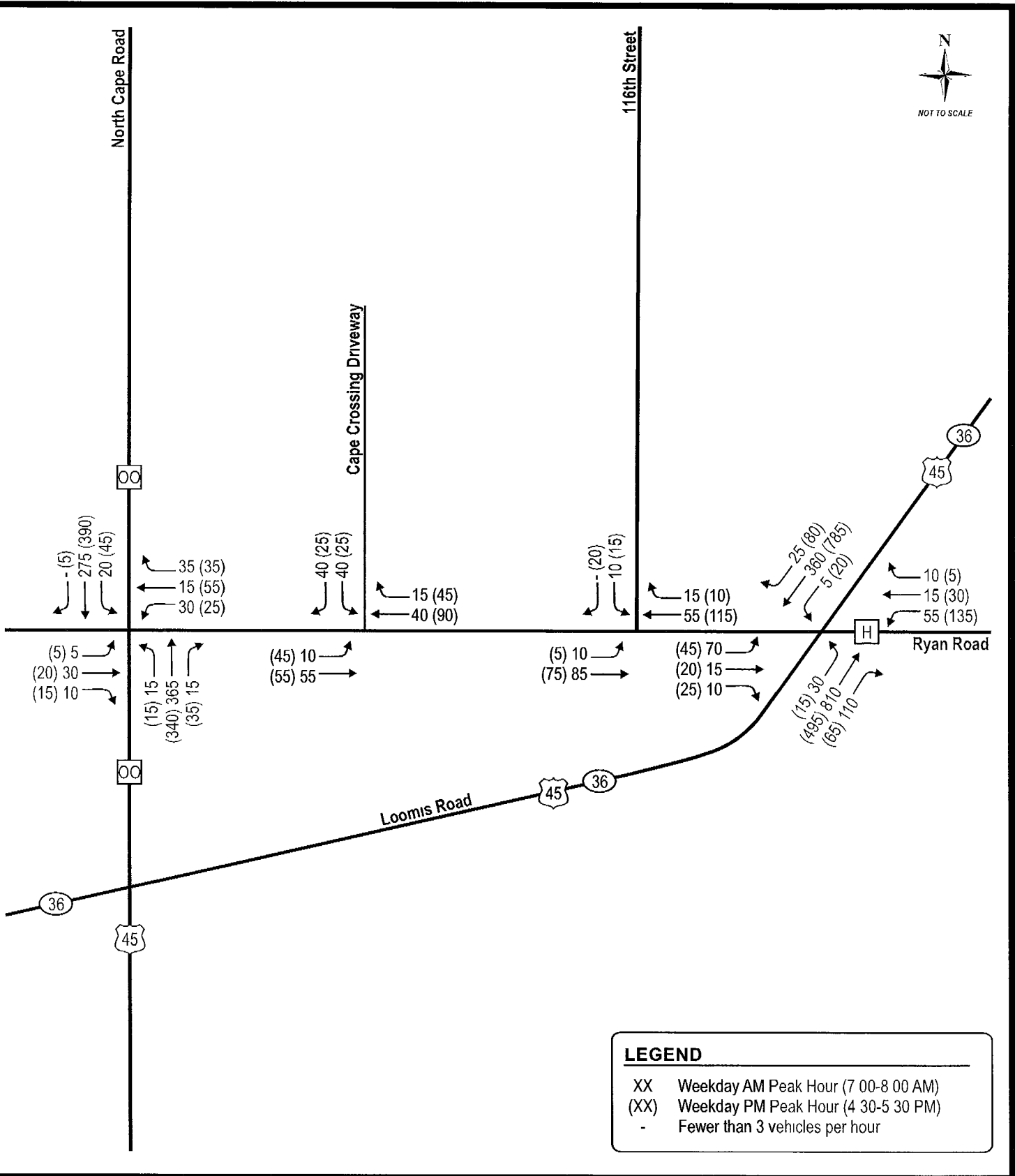


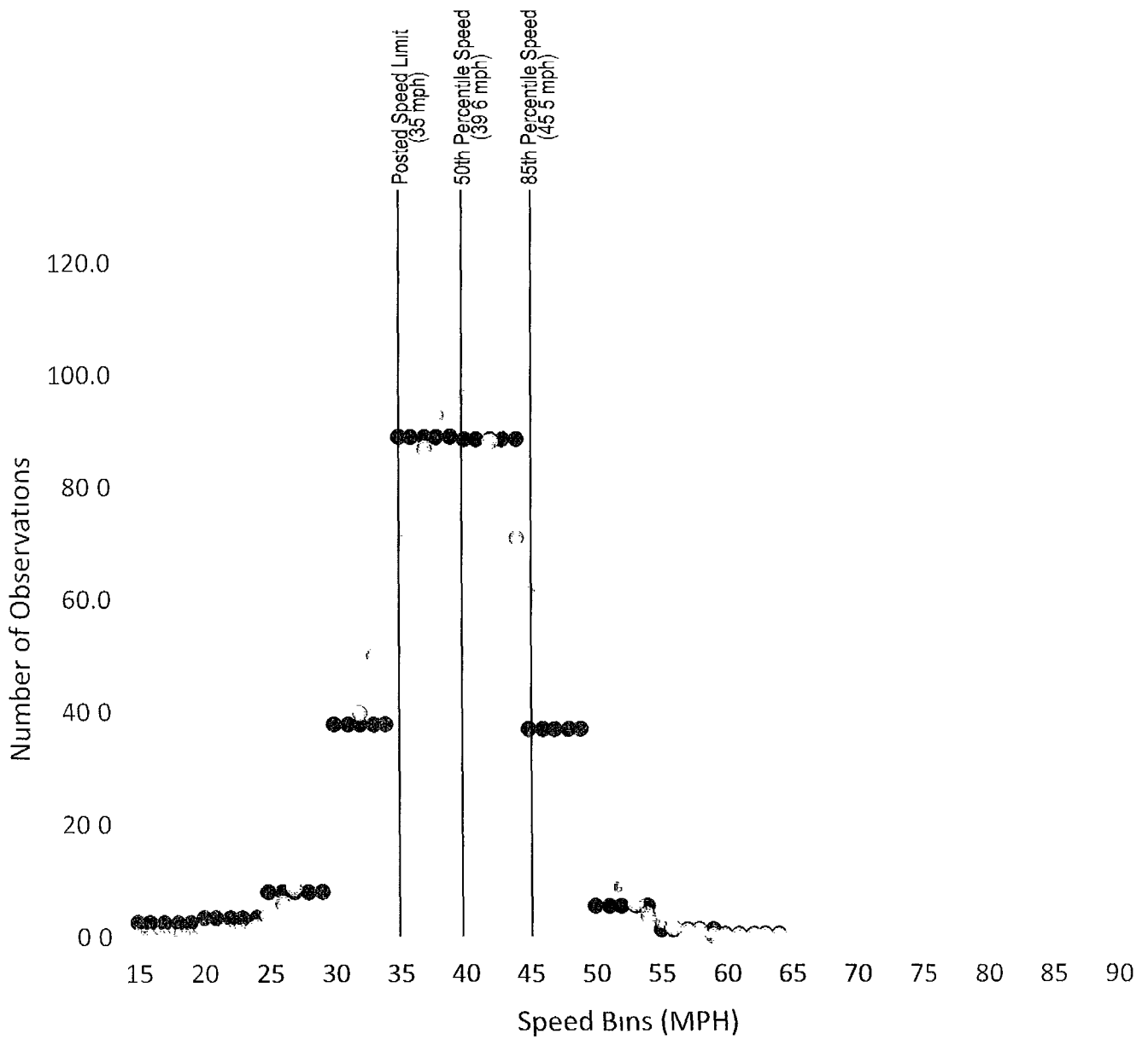




NOT TO SCALE







LEGEND

- Actual Data (5-mph Speed Bins)
- Estimated Data (1-mph Speed Bins)

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 21, 2021
Reports and Recommendations	Authorize the Director of Health and Human Services to allow the signing of contract with Waystar Clearinghouse and subsequent update to Software Expressions to improve immunization clinic processes.	ITEM NUMBER G.3.

Background: In July 2009, Franklin Health Department (FHD) made a sizable investment in an electronic medical record system, Software Expressions, Inc. Part of the software package was an Immunization Module to assist with clinic registration, record processing and billing which is incorporated into our monthly service fee. FHD also currently pays an annual fee of \$600 to MedExpress, a third-party vendor, to process insurance claims for reimbursement. Each year our clerical staff spends at least 40-50 hours assisting individuals determine their insurance coverage, submitting invoices to the preferred insurance, rebilling invoices if the wrong insurance information was given originally, and finally trying to collect payment from those individuals whose claims were denied after two or more attempts to file a claim have failed.

Analysis: The Eligibility Module from Software Expressions, Inc. is associated with a new third-party vendor, Waystar Clearinghouse, which would give us the ability to verify client insurance information *prior* to their appointment as well as conduct the billing and remittance notices electronically. This will provide an increase in customer service to our residents because we can notify them prior to their appointment if there is an insurance issue allowing them the choice of coming to our clinic and paying out of pocket or choosing a different provider their insurance does cover. This module will also increase the speed of processing our insurance claims, as well as free up time during our busiest time of year for our administrative assistant to assist with other FHD needs.

One-time fees will be charged to FHD for the following:

- \$3,200 Eligibility Module to be added to Franklin Software Expressions database
- \$495 Training FHD staff on Eligibility Module from Software Expressions staff
- \$500 Implementation Fee from Waystar Clearinghouse

Reoccurring charges:

- \$129/month (\$1,548 annually) for Waystar Clearinghouse access
- \$250 annual technical support for Waystar Clearinghouse

While the \$1,548 is more than our current fee of \$600 for MedExpress, the Waystar system offers the additional features listed above that will make the scheduling and processing of claims for immunization clinics more efficient and improve customer service as well as reduce staff time on the process.

Fiscal Note: The fees associated with these upgrades will be absorbed through the FHD's annual operational budget and state and federal grants. There will be no additional costs to the City.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests approval to move forward with the software updates with Software Expressions and contract with Waystar Clearinghouse to improve immunization clinic services.

Health Department: CD



Courtney Day
Director, Health & Human Services & Health Officer

November 24, 2021

City Of Franklin Health Department
9229 W Loomis Rd
Franklin, WI 53132

Dear Courtney,

Thank you - and thank you to your team - for the time and attention you've devoted to helping Waystar understand your goals for the future as well as the challenges you face today. We're thrilled to be joining forces with City Of Franklin Health Department and we look forward to helping you reach and exceed those goals in the years ahead.

The attached agreement outlines the pricing, services, and benefits we discussed, broken out by solution. To confirm, those include:

- **Waystar Bundles Provider**

Once you have reviewed the document, simply click "Sign Agreement", and you will be directed to DocuSign to securely complete the step-by-step electronic signature process. Once finished, you will automatically receive a PDF of the signed agreement via email. If you have any questions or need more information, please feel free as always to contact me directly at (502) 238-8489 or jake.johnson@waystar.com

I've enjoyed working with you to create the right fit for City Of Franklin Health Department and I'm excited to see the great things we'll accomplish together in the future.

Best Regards,

Jake Johnson
Account Executive



Waystar Subscriber Agreement

This Subscriber Agreement ("Agreement") is made and entered into between Waystar Health ("Waystar"), and Provider/Organization ("Customer"), identified below. This Agreement governs the access and use of the products and services ("Services") made available to Customer through the Waystar platform. This Agreement shall be effective (the "Effective Date") upon the date this Agreement is executed by Customer.

Section I - Customer Address and Contact Information

Customer Information			Billing Information		
Customer Name: City Of Franklin Health Department			Bill-To Name: City Of Franklin Health Department		
Implementation Contact: Courtney Day			Billing Contact: Courtney Day		
Address: 9229 W Loomis Rd			Address: 9229 W Loomis Rd		
City: Franklin	State: WI	Zip: 53132	City: Franklin	State: WI	Zip: 53132
Phone: (414) 427-7530	Fax:		Phone: (414) 427-7530	Fax:	
E-mail: cday@franklinwi.gov			E-mail: cday@franklinwi.gov		



Section II - Solutions & Pricing

This Agreement governs access to and use of Services identified herein at the fees associated therewith. The proposed fee schedule will be honored until 12/24/2021 and expires thereafter unless accepted.

Waystar Bundles

Solution	Your Monthly Fee	Implementation Fee
Clearinghouse Core Bundle includes the following solutions		
<ul style="list-style-type: none"> ▪ Professional/Institutional Claims Transactions <ul style="list-style-type: none"> ▪ Paper Claims \$0.53 each, \$0.25 per additional page printed ▪ Institutional Claims Transactions <ul style="list-style-type: none"> ▪ \$0.25 each ▪ Electronic Remittance Advice ▪ Eligibility (Batch) <ul style="list-style-type: none"> ▪ Eligibility inquiries in excess of submitted professional claims will be charged at \$0.25 per inquiry ▪ \$129.00 per FTE. Subscribed for 1.00 FTE(s). An Enrollment Fee of \$60.00 per provider and an Annual Fee of \$250.00 will be assessed. 	\$129.00	\$500.00
Total		\$500.00

Technology, Staffing, and Support Services

In addition to the features and functionality referenced within, you'll also receive the following technology, staffing and support services:

- Six Sigma designed implementation
- Unlimited users
- Ongoing training available online
- Support available through via phone, chat, or online case submission
- Frequent updates and communications from Waystar about the company's newest available features, functionality, and regulatory changes that could impact your business

- Reporting package available online
- SSAE-16 Certification & Disaster Recovery
- Access to Waystar's developer portal that facilitates product integration

Your support team and Waystar's Support & Training Center enable your users and managers to

- Log support issues
- View/manage status of open issues
- View/manage prior issues and resolution
- Access knowledgebase articles
- Access training materials such as user guides and training videos 24/7
- Attend regularly scheduled training webinars



Section III - Terms and Conditions

- 1 Access and Use of Waystar Products and Services. Customer's access and use of Waystar Services are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any revisions, supplements or addendum mutually agreed to by the parties in writing. Access is restricted to Customer's internal use and benefit and any other access is prohibited. Waystar only grants access to Waystar's platform to persons, organizations and facilities that have contracted with Waystar and that are in good standing pursuant to that agreement. Customer is responsible to ensure that entities affiliated with it that have access to Services (consistent with the terms of the Agreement) will abide by the terms of this Agreement and is responsible for any of their acts and omissions, including, but not limited to, any damages caused by them.
- 2 Authorization and Use. Waystar grants to Customer a limited, nonexclusive and nontransferable license to use the Services. Except as otherwise set forth herein, Customer may access and use the Services for Customer's internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Unless otherwise stated by the nature of the Service, Services provided by Waystar do not include equipment, peripherals, devices or connectivity between Customer and Waystar for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specifications for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from Waystar upon request.
- 3 Customer Duties and Obligations.
 - a Customer agrees to use the Services provided by Waystar hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. Waystar reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and Waystar specifications as described herein. Customer and its users may not use or access the Services in any way which, in Waystar's reasonable discretion, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. Waystar may suspend Customer and its users' access to and/or use of the Services, without credit, at any time if, in Waystar's sole discretion, the performance, integrity or security of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations and shall provide all supporting documents to Waystar as requested. Customer agrees that Waystar has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access Waystar Services, including, but not limited to, dedication of individuals for the implementation and training process, (b) when necessary, creating and sending required test data that would include all payers and specialties, (c) providing necessary information, complete and return to Waystar all forms reasonably required by Waystar or Payers in a timely manner, (d) providing authorized signatures to Waystar and to the payers as required by applicable law.
 - b Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for Waystar Services. A description of these designations is more fully defined in Section 23 of this Agreement. Waystar will assign each entity or individual that Customer identifies as a user of Services, a password and

Customer agrees, for Customer and all such affiliated entities, not to reveal said password to any third party without Waystar's written consent. Customer agrees to notify Waystar immediately and in writing of any known or suspected unauthorized use of Waystar Services or suspected breach of security (including loss, theft, unauthorized password disclosure, etc.) Customer acknowledges that Waystar may find it necessary to disable access to Waystar's platform and any Service at any time if Waystar has reason to believe that Customer or an affiliate has violated this Agreement or presents a security risk. Customer agrees to implement and enforce appropriate security measures to reduce the risk of unauthorized access to Services.

- 4 Waystar Duties and Obligations. Waystar agrees to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. Waystar shall provide Customer with information materials regarding initiation and use of Waystar's Internet-based and desktop Services and network. Waystar will provide all reasonably required start-up and maintenance services to Customer in initiating use of the connections with Services. Waystar will also provide online education and testing, system implementation and mapping, as well as, troubleshooting services. In the event that Customer and Waystar mutually agree that it is necessary for Waystar personnel to travel to Customer's location for implementation, training, or general customer support, Customer agrees to reimburse Waystar's travel and related expenses.
- 5 Confidential and Proprietary Information. All proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledges and agrees that the Services disclosed or otherwise made available by Waystar under this Agreement are proprietary and/or confidential to Waystar and owned exclusively by Waystar, and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of Waystar. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Services or information provided pursuant to this Agreement may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. Proprietary information shall not include information that (a) was known to either party prior to the disclosure by the other, (b) is or becomes generally available to the public other than by breach of this Agreement, (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party, or (d) is independently developed by a party. Additionally, Waystar's name, trademarks, trade names and logos are proprietary to Waystar and may not be used without Waystar's prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to Waystar. Therefore, Customer and Waystar, respectively, agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate equitable actions required to restrict any unauthorized release. The offending party will pay all reasonable costs/penalties associated with said unauthorized release of confidential information.
- 6 HIPAA. Customer and Waystar shall enter into the business associate agreement attached to this Agreement. Customer acknowledges that the intrinsic value of Waystar's Services is dependent upon the use of de-identified data from its numerous sources, and accordingly, Customer authorizes Waystar to use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise. Customer may also elect to seek integration with a practice management, electronic health record or health information system. In the event of such election, Customer hereby grants Waystar the right to utilize its data for such purpose.
- 7 Privacy and Security.

- a Waystar has established and agrees to maintain physical, electronic and procedural safeguards that meet or exceed industry standards in the healthcare claims processing and financial services industries including HIPAA, HITECH and the Gramm-Leach-Bliley Act including all applicable regulations promulgated under such statutes
- b Customer acknowledges that account codes and passwords are critical elements to maintaining privacy and security and that Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by Waystar Accordingly, Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Service involved Customer shall be responsible to ensure that each user granted an account code and/or password (a) is fully aware of all of the obligations under this Agreement and acts in accordance with them, and (b) maintains the secrecy and security of account codes and passwords and does not disclose them to any other person or entity Customer shall be responsible for any use or access to the Services by any person or entity accessing it through the use of a Customer account code and password, whether such access was authorized or not The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and Waystar shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Services by means of such account code or password Customer acknowledges that transmission of confidential information outside of Waystar's secure platform may not be secure Email, instant messaging or other forms of communication, should not contain confidential or personal information as these forms of communication cannot be assuredly secure and private

8 Pricing and Payment.

- a Charges shall be calculated based on the number of Providers included in Customer's billing plan in any calendar month as recorded by the Waystar platform For the purposes of the calculation set forth in the preceding sentence, a "Provider" shall be defined as either (i) human individual with a unique national provider identifier or (ii) a non-human entity submitting fewer than five hundred (500) claims per month which has a unique national provider identifier In the event any non-human entity defined as Provider in the foregoing sentence exceeds the five hundred (500) claims per month threshold (as such usage is recorded by Waystar's system) then such excess claims transaction shall be billed at \$1 per each claims transaction above the five hundred (500) threshold Furthermore, the five hundred (500) threshold and the \$1 per transaction pricing shall also apply any services set forth in Section II of this Agreement which utilizes per Provider pricing and for which the number of claims transactions is the basis for the calculation of the monthly fee(s) Charges include monthly fees, license fees and transaction or usage fees as set forth herein Transaction or usage fees shall be based on the amount of usage recorded by Waystar's system, and the pricing in effect at the time of Customer's use of such Services
- b The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the U S or at any other location Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by Waystar shall be paid by Customer (other than those taxes which are associated with the income of Waystar), or Customer shall reimburse Waystar for such taxes upon its receipt of billing therefore from Waystar At any time after the conclusion of the Initial Term (as defined in Section 10 below), Waystar reserves the right to apply periodic price increases, but no more than once every twelve (12) months These increases shall not exceed the greater of (i) five percent (5 0%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers since the last applicable price increase, whichever is greater If Customer claims an exempted status from any applicable tax, Customer shall provide Waystar with a tax-exemption certificate acceptable to the taxing authorities In addition, Customer acknowledges that Waystar has no control over certain government-imposed fees and tariffs nor changes in the rules, regulations or operating procedures of any service supplier (e g postal increases or interchange fees) or any federal, state or local governmental agency

or regulatory authority which may result in a cost increase. Any such increase shall become effective for Customer on the same day as the increase becomes effective as to Waystar or is otherwise incurred by Waystar. Further, any such increase will not be considered a contributing percentage to the periodic price increases.

- c. All fees are due within thirty (30) days of Customer's receipt of invoice. All payments should be sent to Waystar via US Mail or as otherwise agreed, to the address set forth on the invoice. Waystar offers various automated payment options including ACH and recurring billing. Customer may choose an automated payment option by contacting Waystar's accounting department. Due to the high direct costs of some services, Waystar restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars (\$5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%).
 - d. Waystar reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Waystar may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees.
9. Custom Development and Consulting. Waystar will provide custom development and consulting services ("Special Services") on an "as requested" or "as required" basis to Customer. Any and all Special Services will be clearly communicated to Customer and approved in writing by both parties prior to undertaking. Fees for Special Services provided to Customer shall be billed to Customer upon the delivery thereof or as scheduled and mutually agreed upon at Waystar's then current rates (with the development or consulting being billable in fifteen (15) minute increments). Other fees payable by Customer shall include the reasonable costs of travel and related expenses to and from Customer's site as required by such Special Services.
10. Term and Termination.
- a. The initial term (the "Initial Term") shall begin on the Effective Date and shall continue for a period of twenty four (24) months, unless modified or terminated, in accordance with the other provisions of this Agreement. This Agreement shall automatically renew thereafter annually for additional one (1) year terms (each a "Renewal Term"), unless written notice of termination is provided by the terminating party at least sixty (60) days prior to the end of the initial or renewal term. Termination of this Agreement shall not terminate Customer's obligation to pay Waystar for all Services performed under the Agreement prior to discontinuance of performance by Waystar due to termination. In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement during the Initial Term, Customer shall pay to Waystar, as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees the remaining portion of the Initial Term. If Customer's implementation project is cancelled by Customer or cancelled by Waystar because of Customer non-responsiveness, this will be deemed a termination of this Agreement triggering liquidated damages. Such payment shall be in addition and not in lieu of any other remedy of Waystar may have elect to pursue under applicable law.
 - b. Either Waystar or Customer may terminate this Agreement if the other party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within forty-five (45) days after notice specifying such failure and the non-breaching party's intention to terminate. In addition, Waystar may suspend or terminate this Agreement (a) if Customer breaches Section 8, or (b) if Customer fails to comply with any obligation under Section 3.

- c In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing then, to the extent permitted by law, Waystar shall have the right, at its option at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Customer written notice thereof

- 11 Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of Waystar. Waystar shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of Waystar under this Agreement may be provided or fulfilled by any subcontractor of Waystar so long as Waystar retains full responsibility for such obligations.
- 12 Warranties and Exclusive Remedies. Waystar makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder. Waystar does not warrant that the functions contained in the Services and the applications thereof will meet Customer's requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that Waystar will use reasonable efforts to correct any errors which are due solely to malfunction of Waystar's computers, operating systems or programs, or errors by Waystar's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. Waystar shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of Waystar, (ii) errors or failures of Customer's software or operational systems, (iii) Customer's use of the Waystar Services on a computer system that does not conform to Waystar's specifications, (iv) computer viruses imported into the Services from or through Customer's internal computer systems, (v) misuse of or damage to the Waystar software, or (vi) Customer's failure to report to Waystar the existence and nature of any non-conformity or defect of the Waystar Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by Waystar or errors or omissions by Waystar with respect to the information being transmitted (because of negligence or otherwise), Waystar's sole liability, and Customer's exclusive remedy, shall be limited to Waystar's use of commercially reasonable efforts to correct such failure in performance or errors or omissions.
- 13 Exclusions and Limitations of Liability.
 - a IN NO EVENT SHALL WAYSTAR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF WAYSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT WAYSTAR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY WAYSTAR, IT IS AGREED THAT IN NO EVENT WILL WAYSTAR BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY WAYSTAR'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM.

- b CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF WAYSTAR ACCORDINGLY, WAYSTAR ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT
 - c WAYSTAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF A PATIENT, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION INFORMATION SUBMITTED BY A PAYER THROUGH WAYSTAR IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY, ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE AND WAITING PERIODS MAY APPLY
 - d THE LIABILITY OF WAYSTAR FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT
- 14 Force Majeure. Waystar shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of Waystar or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war
- 15 Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of Waystar necessary to certify the nature and extent of costs associated with Waystar's performance of services under this contract shall be maintained and preserved by Waystar for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Waystar uses the services of a related organization to provide services hereunder, Waystar will require such related organization to maintain, preserve and make available its books and records to the same extent that Waystar is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16 Independent Contractors. Waystar and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Waystar and Customer

17 Governing Law. ~~This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effects to conflicts of laws provisions~~ The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

18 Dispute Resolution. Any controversy or claim, whether based on contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation ~~in Louisville, Kentucky~~. If complete agreement cannot be reached within thirty (30) days after submission to mediation, any remaining issues will be resolved by a confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association. ~~The arbitration shall take place in Louisville, Kentucky and~~ shall not be consolidated with any claim or controversy of any other party. The arbitrator shall have the power to make appropriate orders and rulings to regulate discovery. The arbitrator shall not have the power to award special, incidental, consequential, punitive or exemplary damages. The prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees, to be fixed by the arbitrator, and which were incurred in any arbitration arising out of or relating to this Agreement, and in any legal action or administrative proceeding to enforce the terms of this section or to enforce any arbitration award or relief. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. The mediation and arbitration procedures are intended to be the exclusive methods of resolving any claim arising out of or related to this Agreement. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitrator's award shall be accompanied by a reasoned opinion.

CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND WAYSTAR

19 Entire Agreement. This Agreement sets forth all the representations, promises and understandings between Customer and Waystar on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.

20 Indemnification by Waystar. Waystar will indemnify and defend Customer against any claim by third parties that Customer's use of any of Waystar Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that (i) such claim does not arise out of Customer's misuse of Waystar Services, (ii) Customer promptly notified Waystar in writing of such claim, (iii) Waystar will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise, (iv) Customer cooperates with Waystar in every reasonable way to facilitate settlement or defense of such claims, and (v) should such Waystar Service become or, in Waystar's opinion, be likely to become, the subject of an infringement claim, Customer will permit Waystar, at Waystar's expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event Waystar will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.

21 Indemnification by Customer. Except to the extent arising solely to the gross negligence or intentional misconduct of Waystar, Customer shall indemnify and hold Waystar, its directors, officers, affiliates, agents and employees, harmless from and against any and all losses, liabilities, damages or expenses of any type (or claims of damage or liability) asserted against Waystar and arising out of information provided to Waystar, by customer, or any use or provision thereof to any third party, or any other act or inaction of Customer.

- 22 Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-21 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate Customer's obligation to pay Waystar for all Services performed prior to the date of such expiration or termination.
- 23 Executive Authority and Domain Administrator. The "Executive Authority" identified below is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to Waystar to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified below, will have full administrative privileges for Customer's account or family of accounts (Domain) to add and delete users and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the Waystar platform for the designated domain to permit this individual to perform these functions.
- 24 Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, each of which will be deemed an original but all together will constitute only one agreement.

Domain Administrator

Name Courtney Day

Office Address 9229 W Loomis Rd

City Franklin

State WI

Zip 53132

Phone (414) 427-7530

Fax

Cell:

E-mail cday@franklinwi.gov

Executive Authority

Name Courtney Day

Office Address 9229 W Loomis Rd

City Franklin

State WI

Zip 53132

Phone (414) 427-7530

Fax

Cell:

E-mail cday@franklinwi.gov

In Witness Whereof, the parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement

City Of Franklin Health Department

ZirMed, Inc d/b/a Waystar Health

By (signed)

Name _____
Title _____
Effective Date _____

By (signed)

Name _____
Title _____
Date _____



This Business Associate Agreement (this "Agreement") is entered into between Waystar Health ("Business Associate") and City Of Franklin Health Department ("Covered Entity"), and shall be effective (the "Effective Date") upon the date this Agreement is executed by the Covered Entity

Covered Entity and Business Associate mutually agree to modify any current or future services agreement executed by and between them in order to incorporate the terms of this Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("CFR") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

The parties further agree that Business Associate will function as a "business associate" of Covered Entity and Covered Entity will function as a "covered entity" as those terms are defined in 45 CFR §160.103

- 1 Definitions The terms "Electronic Protected Health Information" and "Protected Health Information" have the meanings set out in 45 CFR §160.103 The term "Unsecured Protected Health Information" has the meaning set forth at 45 CFR §164.402 The term "Required by Law" has the meaning set out in 45 CFR §164.103 The term "Treatment" has the meaning set out in 45 CFR §164.501 The term "Authorization" has the meaning set out in 45 CFR §164.508 The term "Subcontractor" has the meaning set out in 45 CFR §160.103 The term "Breach" will have the meaning set out at 45 CFR §164.402 The term "Designated Record Set" will have the meaning set out at 45 CFR §164.501
- 2 Privacy of Protected Health Information
 - a Permitted Uses and Disclosures Business Associate is only permitted to use and disclose Protected Health Information, whether in paper form or in electronic form, that it creates or receives from Covered Entity (or another business associate of Covered Entity) ("Covered Entity's Protected Health Information") as follows
 - i Functions and Activities on Covered Entity's Behalf. To perform functions, activities, services, and operations on behalf of Covered Entity as specified in the services agreement
 - ii Covered Entity's Operations For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either
 - A The disclosure is Required by Law, or
 - B Business Associate obtains reasonable assurance, evidenced by a written contract with terms substantially similar to this Agreement, from any third party person or entity to which Business Associate will disclose Covered Entity's Protected Health Information that the person or entity will
 - 1 Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or entity or as Required by Law, and
 - 2 Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with Sections 4(a) and (b) of this Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached
 - b Minimum Necessary Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 2(a) above, make reasonable efforts to use, to disclose, and to request of Covered Entity only the

minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to

- i Use for or disclosure to an individual who is the subject of Covered Entity's Protected Health Information, or that individual's personal representative,
 - ii Use or disclosure made pursuant to an Authorization that is signed by an individual who is the subject of Covered Entity's Protected Health Information to be used or disclosed, or by that individual's personal representative,
 - iii Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 7(a) of this Agreement,
 - iv Use or disclosure that is Required by Law, or
 - v Any other use or disclosure that is excepted from the minimum necessary limitation as specified in the Privacy Rule (as hereinafter defined)
- c Prohibition on Unauthorized Use or Disclosure Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule")
- d Information Safeguards.
- i Privacy of Covered Entity's Protected Health Information Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
 - ii Security of Covered Entity's Protected Health Information Business Associate will use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Covered Entity's Electronic Health Information, to prevent use or disclosure of that Electronic Protected Health Information other than as provided for by the Agreement.
- e Subcontractors Business Associate will require any of its Subcontractors, to which Business Associate is permitted by this Agreement to disclose Covered Entity's Protected Health Information, to agree, as evidenced by written contract with terms substantially similar to those found in this Agreement, that such Subcontractor will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information that are applicable to Business Associate under this Agreement.

3 Individual Rights

- a Access Business Associate will, within five (5) days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies, Covered Entity's Protected Health Information, in a Designated Record Set, about the individual that is in Covered Entity's custody or control.
- b Amendment Business Associate will, upon receipt of written notice from Covered Entity, promptly amend, or permit Covered Entity access to amend, any portion of Covered Entity's Protected Health Information.
- c Disclosure Accounting. So that Covered Entity may meet its disclosure accounting obligations under the Privacy Rule.
 - i Disclosures Not Subject to Accounting Business Associate will not be obligated to record Disclosure

Information or otherwise account for disclosures of Covered Entity's Protected Health Information that are expressly excluded from such disclosure accounting requirement as set forth at 45 C.F.R. § 164.528(a)(1)

- ii **Disclosures Subject to Accounting and Necessary Information** Business Associate will record the information specified in Section 3(c)(ii)(A) or (B), as applicable, for each disclosure of Covered Entity's Protected Health Information that Business Associate makes to third party. With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A **Disclosure Information Generally** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified in Section 3(c)(ii)(B) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Business Associate made the disclosure, (3) a brief description of Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure
 - B **Disclosure Information for Repetitive Disclosures** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity, the Disclosure Information that Covered Entity must record is either (1) the Disclosure Information specified in Section 3(c)(ii)(A) above for each accountable disclosure, or (2) the Disclosure Information specified in Section 3(c)(ii)(A) for the first of the repetitive accountable disclosures, the frequency, periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures
 - iii **Availability of Disclosure Information** Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within thirty (30) days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting
 - d **Restriction Agreements and Confidential Communications** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information, or (ii) requires confidential or alternate methods of communication about Covered Entity's Protected Health Information, provided that Covered Entity notifies Business Associate in writing of the restriction or confidential or alternate communication obligations that Covered Entity must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential or alternate communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement
- 4 **Privacy/Security Breach Investigations & Reporting**
- a Business Associate will promptly and thoroughly investigate any suspected Breach of Covered Entity's Unsecured Protected Health Information not permitted by this Agreement or applicable law
 - b Business Associate will notify Covered Entity regarding a Breach of Covered Entity's Unsecured Protected Health Information ("Covered Entity Privacy Event") without unreasonable delay, but in no event later than three (3) calendar days of discovering that a Breach occurred, regardless if such Covered Entity Privacy Event is discovered by Business Associate or by any Subcontractor of Business Associate. Additionally, Business Associate will use its best efforts to assist with Covered Entity's breach investigation by making a timely written report to Covered Entity on any substantiated investigation of a Covered Entity Privacy Event. Business Associate will include as much of the

information described in Sections 4(c) as is available at the time the report is written and will supplement the report with additional information once that information is known

- c Business Associate's initial written report concerning a Covered Entity Privacy Event will, at a minimum
 - i Identify the names and respective titles of those who conducted the investigation on the part of Business Associate, be delivered on Business Associate's official letterhead, be signed by an officer or director of Business Associate or other responsible person and contain appropriate contact information should Covered Entity need further clarification regarding the content of the report,
 - ii Identify Covered Entity's Protected Health Information (at the individual level) that was subject to the Breach and the date the Breach occurred,
 - iii Identify the date the Breach was discovered by Business Associate,
 - iv Identify the storage medium (e.g. floppy disc, paper record, electronic server) wherein the affected Protected Health Information was housed,
 - v Identify who committed the Breach of Covered Entity's Protected Health Information and if a disclosure of Covered Entity's Protected Health Information was made, the identity of the person or entity to which that disclosure was made and the date or dates those disclosures occurred,
 - vi Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures,
 - vii Identify what Business Associate did or will do to mitigate any harmful effect of the non-permitted use or disclosure, and
 - viii Provide any other information to Covered Entity as Covered Entity may request to fulfill its reporting obligations to an affected individual as required under 45 C.F.R. §164.410
- 5 Other Covered Entity Obligation To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements applicable to the obligation
- 6 Termination of Agreement
 - a Right to Terminate for Breach Covered Entity may terminate the Agreement if Business Associate has breached any provision of this Agreement. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination
 - b Termination of Agreement on Conclusion of Services Agreement This Agreement will terminate pursuant to Section 6(a) or upon the termination of the services agreement
 - i Obligations on Termination
 - A Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. Business Associate will require any Subcontractor, to which Business Associate has disclosed Covered Entity's Protected Health Information to, if feasible, return to Business Associate (so that Business Associate may return it to Covered Entity) or destroy all of Covered Entity's Protected Health Information in whatever form or medium received from Covered Entity, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information, and certify on oath to Covered Entity that all such information has been returned or destroyed. Covered Entity will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of the Agreement

- B Procedure When Return or Destruction Is Not Feasible Business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to Subcontractors of this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will, by its written contract with any Subcontractor to which Business Associate discloses Covered Entity's Protected Health Information, require such Subcontractor to limit its further use or disclosure of Covered Entity's Protected Health Information that such Subcontractor cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of the Agreement.
- C Continuing Privacy and Security Obligation Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of the Agreement and this Agreement.

7 General Provisions

- a. Inspection of Internal Practices, Books, and Records Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to DHHS to determine Covered Entity's compliance with the Privacy Rule.
- b. Amendment The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law.
- c. Conflicts The terms and conditions of this Agreement will override and control any conflicting term or condition of any services agreement. All non-conflicting terms and conditions of the services agreement remain in full force and effect.

In Witness Whereof, Business Associate and Covered Entity have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the date set forth above.

City Of Franklin Health Department ("Covered Entity")

ZirMed, Inc. d/b/a Waystar Health ("Business Associate")

By (signed)

By (signed)

Name _____

Name _____

Title _____

Title _____

Effective Date _____

Date _____

<p style="text-align: center;">APPROVAL</p> <p><i>REVISED</i> <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 21, 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND MUNICIPAL CODE CHAPTER 178 <u>NUISANCES</u> REGARDING OUTSIDE STORAGE OF FIREWOOD</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

BACKGROUND

City Development staff has coordinated with the Director of Inspection Services regarding the enforcement capacity for the storage of firewood on primarily residential properties (in §178-7D of Municipal Code). Subsection (1) of this section reads as follows:

“No person or other entity shall store firewood in the front yard, the required side yard, the side yard area that adjoins a public street or within 10 feet of the rear yard, except that a person may temporarily, not to exceed 14 days, store firewood in the front yard.”

This is unnecessarily complicated and cumbersome from an enforcement perspective. To help reduce confusion, staff has prepared the following replacement language for §178-7D(1) (changes in italics):

“No person or other entity shall store firewood *on a parcel of land between the lot line adjoining a public right-of-way and the nearest façade of the principal structure, or within 5 feet of the rear lot line*, except that a person may temporarily, not to exceed 14 days, store firewood *in the area between the public right-of-way and the nearest façade of the principal structure.*”

The amended language, above, is designed to reflect that this Chapter of Municipal Code (1) doesn’t define yards by location, and (2) doesn’t define the relationship between the lot lines, yard locations, and the existing development of a given parcel of land. The Unified Development Ordinance (UDO) does this, but this chapter isn’t party to those definitions and otherwise has no relationship to the UDO.

This single amendment is the basis of the attached Ordinance (draft date 11/4/21).

COUNCIL ACTION REQUESTED

Staff recommends approval of the attached Ordinance (draft date 11/4/21) amending Chapter 178 of the Municipal Code.

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND CHAPTER 178 OF THE MUNICIPAL CODE TO REVISE NUISANCE RESTRICTIONS RELATED TO OUTSIDE STORAGE

WHEREAS, the Plan Commission having reviewed the Municipal Code as it pertains to the requirements for nuisances, and having recommended to the Common Council to amend the Municipal Code to incorporate a single revision to Chapter 178 of the Municipal Code.

WHEREAS, the Common Council having considered the recommendation and having determined same to be reasonable and in the public interest.

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

SECTION 1: §178-7D. Firewood, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended as follows: modify subsection (1) to read as follows: “No person or other entity shall store firewood on a parcel of land between the lot line adjoining a public right-of-way and the nearest façade of the principal structure, or within 5 feet of the rear lot line, except that a person may temporarily, not to exceed 14 days, store firewood in the area between the public right-of-way and the nearest façade of the principal structure.”

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 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/21/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Prepay 100% of the 2022 Seagrave TR50CA Marauder Pumper from the 2022 Equipment Replacement Fund to take Advantage of a \$21,274 Discount to the City</p>	<p>ITEM NUMBER</p> <p>G.5.</p>

At their December 7, 2021 meeting, the Common Council authorized the Fire Department to place the order for purchase of a Seagrave Marauder TR-50 Pumper from the 2022 Equipment Replacement Fund at a cost of \$739,539 with contract changes by the Director of Administration.

Per the contract, the City would be responsible for progress payments throughout the build of the truck as follows:

- 25% of purchase price made at arrival at the factory of the major components
- 25% of purchase price made at chassis laydown
- 25% of purchase price made at completion of the chassis
- 20% of purchase price made upon completion of the final inspection at the factory
- 5% of purchase price made upon delivery and acceptance by the City

After further review by the Director of Administration and discussions with Seagrave Fire Apparatus, LLC, Seagrave offers a discount/prepayment program where if the City makes a 100% advance payment in early 2022, the City would receive a \$21,274 discount. This prepayment cost savings substantially outweighs the small amount of interest, which is less than \$500, that the City would lose by waiting and making the progress payments as noted above, thereby saving the City nearly \$21,000 on the purchase.

Staff recommends approval to prepay 100% of the 2022 Seagrave TR50CA Marauder Pumper in the amount of \$718,265 from the 2022 Equipment Replacement Fund to take advantage of a nearly \$21,000 overall cost savings to the City.

COUNCIL ACTION REQUESTED

Motion to authorize staff to make a 100% prepayment to Seagrave Fire Apparatus, LLC for the 2022 Seagrave TR50CA Marauder Pumper in the amount of \$718,265 from the 2022 Equipment Replacement Fund to take advantage of a \$21,274 discount to the City.



SEAGRAVE FIRE APPARATUS, LLC

PREPAY PROGRAM

Date: 12/15/2021

Customer: Franklin, WI

Model & (Quantity): Pumper

Representative Direct

Sales Person: Brett Romberg

Delivery 440 days from receipt of a complete order with signed approval drawing.

Advance Payment	100%
Amount of Contract	\$ 739,539
Net Discount to Customer	\$ 21,274
Prepay Amount to Seagrave	\$ 718,265

Anything less than 100% Prepay the discount is given at final invoicing.

Prepay proposal does not include cost of Performance Bond.

If Performance Bond is required the cost would be \$6656

105 East 12th Street - Clintonville, WI 54929-1518
PHONE: 715-823-2141 - FAX: 715-823-5769 Main Office/Purchasing
FAX: 715-823-5767 Parts and Service - www.seagrave.com

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approve a Contract with the Vietnam Veterans Memorial Fund, Inc. to Host the Display of a Scale Replica of ‘The Wall That Heals’ Vietnam Veterans Memorial Located in the District of Columbia, Including the Mobile Education Center, in the City of Franklin from June 30, 2022 – July 3, 2022</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.6.</p>

The draft contract for the City of Franklin, through its Civic Celebrations Fund, to host the display of a scale replica of ‘The Wall That Heals’ Vietnam Veterans Memorial located in the District of Columbia, including the Mobile Education Center, in the City of Franklin from June 30, 2022 – July 3, 2022, is attached.

This contract needs to be considered by the Common Council at the December 21st Meeting as the Vietnam Veterans Memorial Fund, Inc. needs the signed contract, along with a \$1,000 deposit, returned to them by December 29th.

Staff reviewed the agreement, and reached out to LWMMI, the City’s liability insurer, to fully understand what risks and coverage the City has for this type of display. The response from the insurance company is that they are comfortable with the small increase in liability due to hosting such a display, and the City’s existing policy would defend the City should any claim or suit be brought forth against the City.

COUNCIL ACTION REQUESTED

Motion to approve a contract with the Vietnam Veterans Memorial Fund, Inc. to host the display of a scale replica of ‘The Wall That Heals’ Vietnam Veterans Memorial located in the District of Columbia, including the Mobile Education Center, in the City of Franklin, from June 30, 2022 – July 3, 2022.

The Wall That Heals 2022 AGREEMENT

This agreement ("Agreement") is entered into as of the date that the last party executes this Agreement in the space indicated below by and between the Vietnam Veterans Memorial Fund, Inc., a non-profit District of Columbia corporation ("VVMF") and Civic Celebration Commission, Franklin, WI, (the "Host") VVMF and the Host are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS**, VVMF is a non-profit corporation organized under the laws of the District of Columbia, and
- B. WHEREAS**, VVMF has the right to display a scale replica of the Vietnam Veterans Memorial located in the District of Columbia, including the mobile Education Center, commonly referred to by VVMF as The Wall That Heals ("TWTH") in various locations throughout the world, and
- C. WHEREAS**, the Host desires to temporarily display TWTH at Franklin, WI (the "Display Site") for the period commencing on **June 30, 2022** and concluding on **July 3, 2022** (the "Display Period"); and
- D. WHEREAS**, the Parties desire to set forth the terms and conditions under which VVMF will provide TWTH for display at the Display Site during the Display Period.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, the Parties hereto agree as follows

I. Obligations of VVMF

- A. Display.** At its sole cost, VVMF shall provide and arrange for the transport of TWTH and its accompanying displays to and from the Display Site. In addition, VVMF will provide no less than two (2) copies of the Vietnam Veterans Memorial Directory of Names to be used in connection with TWTH while at the Display Site
- B. Representatives.** VVMF shall provide at least one (1) representative to accompany TWTH ("the VVMF Representative(s)") The VVMF Representative(s) will direct and instruct volunteers provided by the Host pursuant to Section II E in the set-up, display, maintenance, and take-down of TWTH and will be responsible for the means and methods used for such set-up, display, maintenance, and take-down. In addition, the VVMF Representative(s) will provide a general instructive overview of TWTH to be used by the volunteers in answering questions from the visitors of TWTH

C. Donation Boxes. VVMF shall maintain up to four (4) donation boxes at the Display Site throughout the Display Period to collect any and all donations or contributions from visitors to TWTH. The location of the donation boxes at the Display Site shall be within the VVMF's sole discretion. All donations or contributions will be the sole property of VVMF and will be used by it to further its charitable purposes, as described in Section 501(c)3 of the Internal Revenue Code of 1986, as amended, as directed by its Board of Directors.

D. Insurance. VVMF shall maintain insurance on its staff, displays, and equipment owned and operated by its staff and will provide proof of such insurance upon request. VVMF shall not provide liability insurance for the site, the event, visitors, or event volunteers nor will it add any entity as an additional insured.

II. Obligations of the Host

A. Display. The Host hereby agrees to display TWTH at the Display Site during the Display Period pursuant to and in accordance with the terms and conditions herein.

B. Promotion. At its sole cost and obligation, the Host shall reasonably promote and publicize the display of TWTH at the Display Site prior to and during the Display Period.

In all marketing materials related to The Wall That Heals visit, the exhibit shall always be referred to as The Wall That Heals. The Host agrees to never refer to TWTH as the Traveling Wall, the Moving Wall, or Healing Wall. When explaining The Wall That Heals exhibit, it is a mobile three-quarter scale replica of the Vietnam Veterans Memorial (The Wall) in Washington, D.C. accompanied by the mobile Education Center. When referring to the memorial – the Host agrees to use the complete proper name as the Vietnam Veterans Memorial and will not use abbreviated versions such as the Vietnam War Memorial or The Wall.

When using a logo, the Host agrees to use only The Wall That Heals logo provided in the promotion of TWTH in all marketing materials. The logo cannot be revised in any way without the prior written approval of VVMF.

All use of The Wall That Heals name and logo in printed or digital material, including social media, website, signage, t-shirts, flyers/posters/brochures, or other materials, must be approved by VVMF. The Host shall provide proposed designs of materials to VVMF for written approval before production no less than 30 days before the arrival date for TWTH. Failure to adhere to this policy may result in the required reprinting of materials at Host cost or removal of unacceptable materials at the Host site.

C. Display Site. The Host shall provide and arrange for the Display Site at which TWTH is to be displayed at its sole cost and obligation for the period commencing two (2) business days prior to the commencement of the **Display Period** and concluding one (1) business day following the conclusion of the Display Period (the "**Extended Period**") The Display Site shall be an area measuring no less than 400 hundred (400) feet by one hundred fifty (150) feet in area for the display of the replica memorial. Due to the configuration of The Wall, it must be displayed on a soft surface that can be staked.

The Host shall provide an area of eighty (80) feet by fifty (50) feet to allow for proper access for visitors to the Mobile Education Center, displays, and other exhibits. No items shall be displayed behind, in front of, or above The Wall. This shall include but is not limited to flags, banners, or signage. VVMF does not allow any permanent or temporary walkway to be placed or installed in front of the display area of The Wall.

In addition, the Host may choose to set aside additional space to accommodate ceremonies or other displays. Notwithstanding the previous limitations, placement of other displays, related or otherwise, are to be at least three hundred feet (300') from The Wall and the mobile Education Center.

For the Extended Period, the Host shall supply electricity for the operation of the mobile Education Center, The Wall, and other display elements, as needed, at its sole cost.

The Display site shall be free and open to the public twenty-four (24) hours per day unless the Host obtains prior written approval from VVMF.

The Host shall propose to VVMF in writing the location and boundaries of the specific Display Site as well as the approximate size of the Display Site no later than seventy-five (75) business days prior to the commencement of the Display Period.

VVMF shall have sole discretion as to the final placement of all elements and additional items at the Display Site and may need to change placements once the exhibit and VVMF Representative(s) arrive on site, regardless of prior anticipated locations.

D. Site Fee/Expenses. The Host shall pay a "Site Fee" of \$10,000 to offset VVMF costs associated with the display of TWTH. The Site Fee does not cover the entire cost to VVMF to provide TWTH at each site. One-half of the Site Fee is due upon the execution of this Agreement and the balance is due no less than thirty (30) days prior to the commencement of the Display Period. In addition, should the Host prohibit the use of VVMF's donation boxes as outlined in Section I C, the Host shall pay an additional \$9,000 to offset the loss of donations from visitors. This contribution is due upon commencement of the Extended Period.

E. Insurance. The Host shall provide insurance that will adequately protect, visitors, volunteers, and property. The Host will provide proof of insurance to VVMF no less than sixty (60) days before arrival.

F. Volunteers/Services. The Host is solely responsible for recruiting, coordinating, and supervising all volunteers and/or professional service providers. Furthermore, the Host shall be solely responsible for the actions and/or omissions of all such volunteers and/or professional services in connection with TWTH, except to the extent that such persons act under and in accordance with the specific instructions of the VVMF Representative(s). Based on good faith negotiations between the parties, the Host shall be responsible for providing sufficient volunteers and/or professional service providers during the Extended Period to assist with TWTH, including but not limited to the set-up, display, maintenance, and take-down of TWTH. The VVMF Representative(s) shall provide direction for the means and methods used by the volunteers or professional service providers.

The Host will plan daily staffing adequate for the safety of visitors, display, and staff throughout the Display Period based on influences such as visitor count, weather, and times of day. The Host shall provide first-aid supplies and means for direct communications with local law enforcement and emergency medical officials.

The Host will provide to the VVMF Representative(s) on arrival one hundred (100) full-sized # 2 sharpened pencils to be used by visitors to complete rubbings of TWTH.

G. Covid 19 Precautions. VVMF and the Host shall maintain and exceed health safety standards as established by the appropriate federal, state, and local entities. Specific implementation of these standards shall be through additional amendments to this contract, operational guidance, and best practice adjustments as appropriate.

Occupancy Limitations and Site Design. The Host shall provide written approval from the appropriate state or local health authorities confirming outdoor gatherings of 250 or more people are permitted and the Host/VVMF are permitted to host the event. This approval shall be provided to VVMF no less than 30 days before the Extended Period. The Host will be responsible for appropriate site design and development including controlled access to the display area, signage, and other preparations to meet health department crowd size guidance. The Host shall provide adequate volunteers or paid security/law enforcement in relation to Covid 19 precautions in order to maintain appropriate crowd size limitations.

H. Solicitation. The Host hereby agrees that it shall not itself or permit others (other than VVMF) to solicit or accept contributions of any kind in connection with or in the proximity of TWTH and the display site during the display period. The Host further hereby agrees that it will not itself or permit others (other than VVMF) to sell any item in connection with or in the proximity of TWTH or the display site.

I. Promotion of the Purposes of VVMF/TWTH. The Host acknowledges and agrees to use its reasonable best efforts to promote and protect the purposes, objectives, and high level of integrity and reputation of VVMF and TWTH. The Host also acknowledges and agrees that it will abstain from and will use its reasonable and best efforts to cause others to abstain from acting in any manner which may be derogatory, offensive, hostile or adverse to the character, reputation, or interests of VVMF or TWTH, including without limitation, demonstrations, protests, marches, rallies or other assemblages of people, at or near the Display Site, without regard to the objectives or purposes of such assemblages of people.

J. Authority. The Host hereby represents and warrants that it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder.

III. Mutual Indemnification

Each of the Parties hereto agrees to indemnify the other (and its respective directors, officers, members, employees, agents, and/or representatives) and hold it harmless from any loss, damage, or attorney's fees arising from any claim whether by a third party or not based on acts and/or omissions that are inconsistent with the duties, obligations, warranties, representations or other agreements made hereunder, provided, however, that the obligations of VVMF pursuant to this Section shall be limited in an amount equal to the contribution it receives from the Host pursuant to Section II D herein.

IV. Miscellaneous

A. Title to Property. All rights, title, and interests to TWTH, including but not limited to all intellectual property rights, shall remain and be the sole property of VVMF. In addition, all donations and contributions made by or left by any persons visiting TWTH, whether in the form of property or money, shall be the sole property of VVMF or maybe at the discretion of VVMF be donated to the Host

B. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior agreements or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof

C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

D. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement

E. Legal Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below

If to VVMF

Jim Knotts
Vietnam Veterans Memorial Fund, Inc
1235 South Clark Street, Suite 910
Arlington, VA 22202

Copy to

Terrence O'Donnell, Esq.
Williams & Connolly
725 Twelfth Street, N W
Washington, D C 20005

If to Site Host

F. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of **Wisconsin** without giving effect to any choice or conflict of law provision or rules that would cause the application of the laws of any jurisdiction other than **Wisconsin**.

G. Resolution of Disputes. If a dispute related to this Agreement or its interpretation arises, the parties will use reasonable efforts to resolve the dispute by direct negotiations. If the parties are unable to resolve such dispute within a reasonable period, then such dispute shall be decided by compulsory arbitration in **Wisconsin** pursuant to the rules of the American Arbitration Association, whose decision shall be binding upon the parties. All fees and other costs and expenses payable to the arbitrator shall be paid equally by the parties to such proceeding, provided, that the parties shall be entitled to reimbursement of such fees and costs in such other proportion as the arbitrator may determine.

H. Force Majeure. If performance of this Agreement or any of the obligations hereunder by VVMF is prevented, restricted, or interfered with by causes beyond its reasonable control (a "Force Majeure"), and if VVMF gives the Host prompt notice of such event, then the obligations of VVMF shall be suspended to the extent made necessary by such event. A Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, severe weather conditions, orders from a court of competent jurisdiction, acts of the military or the civil authorities, national emergencies, insurrections, riots, wars, changes in laws, regulations, ordinances, violations, breaches or non-performance of any terms of this Agreement by the Host (including without limitation this Section) and/or other similar occurrences.

I. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by VVMF and the Host. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such occurrence, prior or subsequent.

J. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

K. Termination. VVMF shall have the right to terminate this Agreement for any reason whatsoever and without liability of any kind to the Host by giving the Host written notice thereof not later than five (5) business days prior to the commencement of the Display Period. In the event VVMF so terminates this Agreement, VVMF shall promptly return to the Host any contributions made to VVMF, pursuant to Section II D hereof. In the event that the Host terminates this Agreement, VVMF shall keep all deposits as described in Section II D.

IN WITNESS WHEREOF, the Parties sign and execute this Agreement as of the day indicated by each below

VIETNAM VETERANS MEMORIAL FUND, INC. (VVMF)

Signature _____

Name Jim Knotts

Title President & CEO

Dated _____

HOST ORGANIZATION

Signature _____

Name _____

Title _____

Dated _____

Organization/Committee Name

12/6/21



Date 12.7.2021
 INVOICE # 2022-12

Civic Celebration
 Commission
 The Wall That Heals
 Franklin, WI

Payment Terms
 Per invoice

Description

Unit Price

Site Fee
\$10,000.

The Vietnam Veterans Memorial Fund (VVMF) will provide The Wall That Heals, the mobile Education Center and staff to support the event on **June 30 - July 3, 2022, in Franklin, WI.**

First payment of Deposit of \$1,000 is due by December 29, 2021

\$1,000.

Second Deposit payment of \$4,000 is due March 30, 2022

\$4,000.

Balance due May 30, 2022

\$5,000.

Total Amount Due

\$10,000

Make all checks payable to: Vietnam Veterans Memorial Fund

**Mail deposit to: VVMF Attn: TWTH
 1235 South Clark Street, Suite 910, Arlington, VA 22202**

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/21/2021
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2021-2486, An Ordinance Adopting the 2022 Annual Budget for the General Fund to Appropriate Unused 2020 Funds Budgeted for the Senior Travel Program	ITEM NUMBER G.7.

Background

On December 7, 2021, the Common Council directed staff to prepare a budget amendment in the amount of \$10,820 to restore the 2020 funds for the Franklin Senior Travel Program and further directed staff to bring a carryover request to the next Common Council meeting for \$6,815 of existing budget funds for the Senior Travel Program to be used in 2022. This action will address the first part of the motion, "to prepare a budget amendment in the amount of \$10,820 to restore the 2020 funds for the Franklin Senior Travel Program", and another 12/21/2021 item on the agenda will address the second part to "bring a carryover request to the next Common Council meeting for \$6,815 of existing budget funds for the Senior Travel Program to be used in 2022".

Analysis

This proposed amendment moves \$10,820 of currently Unrestricted Contingency/Fund Balance to the General Fund to appropriate the same amount to be used in 2022 for the Franklin Senior Travel Program (01.0521.5721).

Recommendation

Staff recommends adoption of the attached proposed 2022 budget amendment ordinance.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2021-____, An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the General Fund to Appropriate Unused 2020 Funds Budgeted for the Senior Travel Program.

Roll Call Vote required.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021 _____

AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE GENERAL FUND TO APPROPRIATE UNUSED 2020 FUNDS BUDGETED FOR THE SENIOR TRAVEL PROGRAM

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the City of Franklin on November 16, 2021; and

WHEREAS, on December 7, 2021, the Common Council directed staff to prepare a budget amendment in the amount of \$10,820 to restore the 2020 funds for the Franklin Senior Travel Program to the 2022 budget.

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

Section 1 That a 2022 General Fund Budget be amended as follows:

General Fund			
Contingency/Fund Balance	Unrestricted	Decrease	\$10,820
Recreation (01.0521.5721)	Non-Personnel	Increase	\$10,820

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this ordinance on the City's website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of December, 2021.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/21/2021
REPORTS & RECOMMENDATIONS	REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR CALENDAR YEAR 2022	ITEM NUMBER G.8.

Since 2012, the City has hired a consultant to conduct monitoring of the quarry located in Planned Development Districts (PDD) No. 23 and 24. Pursuant to the PDD ordinances, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne and Dolan quarry operator. According to the 2022 City's budget, the funds allocated for Quarry Monitoring Services (Item 5218) is \$45,000, same amount of calendar year 2021.

The Quarry Monitoring Committee (QMC) recommended approval of this agreement at the October 28, 2021, regular meeting.

The proposed draft Professional Services Agreement with Stantec Consulting Services, Inc is hereby included in this packet along with Attachment "A" Quarry Monitoring Services Scope of Work and Associated Cost. The previous scope of work for calendar year 2021 is attached for reference

Given that the "Exceptional Blast Complaint Evaluation" item was not used in 2021, the 2022 scope of work includes the following note "If no exceptional blast complaints occur, this portion of the budget may be used for another purpose as requested by the City".

It can be noted that this would be the 10th consecutive year such a contract has been entered into with Stantec Consulting Services, Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, presentations before the Quarry Monitoring Committee and reports

COUNCIL ACTION REQUESTED

Motion to approve the Quarry Monitoring Professional Services Agreement for calendar year 2022 with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$45,000 subject to technical corrections by staff and the City Attorney.

-or-

Such other action as the Common Council may determine

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this _____ day of _____, 20___, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a quarry monitoring service contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A, which is attached and incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City for each such type of use.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, as set forth in Attachment A, for and in consideration of the performance of Services as set forth in Attachment A, except as such services and fees may otherwise be amended in accordance with and as provided for by the terms of this AGREEMENT.

- A. The CONTRACTOR shall invoice the CITY at least quarterly but not more than once monthly for and following performance of services and delivery of required reports to the CITY. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in this original AGREEMENT, including Attachment A.
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager or designee. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the scope of work required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A and/or CONTRACTOR's original written response to the RFP, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Senior Principal, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY’s organization as related to all issues originating under this AGREEMENT.
- B. Régulo Martínez-Montilva, Principal Planner, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in CONTRACTOR’S original response to the RFP) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage, with an authorized insurance carrier operating within the State of Wisconsin, at least equal to the minimum limits set forth below:

- A. Limit of General/Commercial Liability \$2,000,000
- B. Automobile Liability: Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$3,000,000
- D. Worker’s Compensation and Employers’ Liability \$500,000 or per statute

E. Professional Liability whichever is greater
\$1,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to be entitled to and/or to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TERM AND TIME FOR COMPLETION

- A. The term of this agreement shall be from January 1 to December 31, 2022, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2022. In addition, the terms also anticipate the 4th quarter 2022 (October – December) report and presentation be provided during February 2023.
- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

IX. DISPUTES

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

X. RECORDS RETENTION

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. CONFLICT OF INTEREST

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

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

XII. PROFESSIONALISM

The CONTRACTOR stipulates that the same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

XIII. PURSUANT TO LAW

Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR

BY _____

BY _____

PRINT NAME Stephen R. Olson

PRINT NAME _____

TITLE Mayor

TITLE Senior Principal

DATE _____

DATE _____

BY _____

BY _____

PRINT NAME Sandra L. Wesolowski

PRINT NAME _____

TITLE City Clerk

TITLE _____

DATE _____

DATE _____

BY _____

BY _____

PRINT NAME Peggy Steeno

PRINT NAME Jesse Wesolowski

TITLE Director of Administration and Interim
Director of Finance and Treasurer

TITLE City Attorney

DATE _____

DATE _____

ATTACHMENT A - QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2022

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$700	9	\$6,300	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds. A percentage of the visits will also include on-site observations and records review.
Blast Monitoring	monthly	\$1,775	12	\$21,300	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street and 5800 W Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly. (Note: Following an evaluation whether one or both of the Stantec monitors should be relocated adjacent to a different Payne & Dolan monitor during November 2021, the City has requested the existing Stantec monitor at Location A [7301 S 51st St] be moved to Location B [7526 S 51st St]. This will be completed as soon as weather permits.)
Exceptional Blast Complaint Evaluation	Per City request	\$1,000	3	\$3,000	For unusual blast events (e.g., resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing seismic data from both Stantec/Payne & Dolan placed monitors, wind direction and speed the day of the complaint, a figure showing blast and complaint locations. (Note: If no exceptional blast complaints occur, this portion of the budget may be used for another purpose as requested by the City.) Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> • Operations monitoring completed in prior quarter • Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne & Dolan unit recordings to the Stantec unit recordings) • Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> o For off-site dust complaints <ul style="list-style-type: none"> ▪ weather conditions (wind direction and speed) the day of the complaint o For off-site seismic complaints <ul style="list-style-type: none"> ▪ seismic data from both Stantec and Payne & Dolan placed monitors ▪ weather conditions (wind direction and speed, temp, humidity, precipitation) the day of the complaint ▪ a figure showing locations of blasts along with location of complaints The February 2023 quarterly report and presentation will also present highlights of the operations, blast monitoring, and complaint evaluations, completed during calendar year 2022. This annual report is not meant to repeat what has already been provided in the prior quarterly reports, rather, it is intended to be a brief summary.
Quarterly Reports and Presentation	Quarterly (May, August, November 2022, and February 2023)	\$3,600	4	\$14,400	
TOTAL (compared to budget: \$45,000)				\$45,000	

Note: The number of Exceptional Blast Complaint Evaluations is estimated since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined and agrees not to exceed the approved budget without prior approval.

ATTACHMENT A - QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2021

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$700	9	\$6,300	Visual assessments around quarry perimeter, concentrated on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds. A percentage of the visits will also include on-site observations and records review
Blast Monitoring	monthly	\$1,775	12	\$21,300	Stantec will provide remote vibration monitoring using Normis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51 st Street and 5800 W Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly.
Exceptional Blast Complaint Evaluation	Per City request	\$1,000	3	\$3,000	For unusual blast events (e.g. those resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing: <ul style="list-style-type: none"> • seismic data from both Stantec and Payne & Dolan placed monitors • weather conditions (wind direction and speed) the day of the complaint • a figure showing location of blast along with location of complaints
Quarterly Reports and Presentation	Quarterly (May, August, November 2020, and February 2021)	\$3,600	4	\$14,400	Stantec will prepare a quarterly report to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> o Operations monitoring completed in prior quarter o Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne & Dolan unit recordings to the Stantec unit recordings) o Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> • For off-site dust complaints <ul style="list-style-type: none"> ▪ weather conditions (wind direction and speed) the day of the complaint • For off-site seismic complaints <ul style="list-style-type: none"> ▪ seismic data from both Stantec and Payne & Dolan placed monitors ▪ weather conditions (wind direction and speed, temp, humidity, precipitation) the day of the complaint ▪ a figure showing locations of blasts along with location of complaints The February 2022 quarterly report and presentation will also summarize the operations and blast monitoring, along with complaint evaluations, completed during calendar year 2021. This annual report is not meant to repeat what has already been provided in the prior quarterly reports, rather, it is intended to be a brief summary
TOTAL (compared to budget: \$45,000)				\$45,000	

Note: The number of Exceptional Blast Complaint Evaluations is estimated, since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined and agrees not to exceed the approved budget without prior approval.

BUDGET REPORT FOR CITY OF FRANKLIN
Fund - 01 GENERAL FUND

GL NUMBER	DESCRIPTION	2022 MAYOR RECOMMEND BUDGET	2022 DEPT REQUEST BUDGET	2021 PROJECTED ACTIVITY	2021 ORIGINAL BUDGET	2020 ACTIVITY	2019 ACTIVITY
Dept 0621 - PLANNING							
PERSONAL SERVICES							
01-0621-5111	SALARIES-FT	253,750	314,350	239,458	248,990	192,947	209,689
01-0621-5113	SALARIES-PT	6,933	6,933	6,933	0	6,915	5,510
01-0621-5117	SALARIES-OT	2,500	2,500	2,500	2,500	15,047	8,932
01-0621-5118	COMPTIME TAKEN	0	0	0	0	1,458	32
01-0621-5133	LONGEVITY	60	60	55	55	10	150
01-0621-5134	HOLIDAY PAY	13,912	13,912	13,259	14,211	14,817	11,130
01-0621-5135	VACATION PAY	11,448	11,448	10,913	10,994	16,526	9,153
		288,603	349,203	273,118	276,750	247,720	244,596
PERSONAL SERVICES							
EMPLOYEE BENEFITS							
01-0621-5151	FICA	22,078	26,714	20,894	21,171	18,064	17,700
01-0621-5152	RETIREMENT	18,308	21,519	17,967	18,212	15,598	15,521
01-0621-5153	RETIREE GROUP HEALTH	915	915	828	836	939	1,008
01-0621-5154	GROUP HEALTH & DENTAL	47,938	71,382	53,136	49,195	50,138	50,932
01-0621-5155	LIFE INSURANCE	1,462	1,726	1,401	1,226	1,107	1,107
01-0621-5156	WORKERS COMPENSATION INS	546	696	506	551	451	428
01-0621-5160	RECRUITING COSTS	0	0	0	0	18,329	446
01-0621-5162	EMPLOYER HSA CONTRIBUTION	0	0	0	0	0	500
		91,247	122,952	94,732	91,191	104,626	87,527
EMPLOYEE BENEFITS							
CONTRACTUAL SERVICES							
01-0621-5218 *	QUARRY MONITORING SERVICE	45,000	45,000	45,000	45,000	52,040	48,155
01-0621-5219 *	OTHER PROFESSIONAL SERVICES	6,023	6,023	0	0	35,079	37,429
01-0621-5223 *	FILING FEES	200	200	0	200	0	0
01-0621-5242 *	EQUIPMENT MAINTENANCE	3,500	3,500	1,300	3,500	1,331	1,263
		54,723	54,723	46,300	48,700	88,450	86,847
CONTRACTUAL SERVICES							
SUPPLIES							
01-0621-5312 *	OFFICE SUPPLIES	4,000	4,000	2,500	4,000	2,515	867
01-0621-5313 *	PRINTING	500	500	0	0	499	96
01-0621-5331	FUEL/LUBRICANTS	0	0	0	0	24	31
01-0621-5332 *	VEHICLE SUPPORT	1,000	1,000	0	1,000	0	4
		5,500	5,500	2,500	5,000	3,038	998
SUPPLIES							
SERVICES & CHARGES							
01-0621-5421 *	OFFICIAL NOTICES/ADVERTISING	4,250	4,250	4,000	4,250	4,183	5,592
01-0621-5422 *	SUBSCRIPTIONS	3,000	3,000	3,000	3,200	4,630	0
01-0621-5424 *	MEMBERSHIPS/DUES	1,700	1,700	1,500	1,500	517	1,474
01-0621-5425 *	CONFERENCES & SCHOOLS	3,000	3,000	3,500	3,500	113	2,601
01-0621-5432 *	MILEAGE	1,000	1,000	0	1,000	0	0
01-0621-5433 *	EQUIPMENT RENTAL	8,500	8,500	1,500	8,500	2,063	1,556
		21,450	21,450	13,500	21,950	11,506	11,223
SERVICES & CHARGES							
CAPITAL OUTLAY							
01-0621-5841 *	COMPUTER EQUIPMENT	0	6,500	0	0	0	0
		0	6,500	0	0	0	0
CAPITAL OUTLAY							
		461,523	560,328	430,150	443,591	455,340	431,191
Totals for dept 0621 - PLANNING							
* NOTES TO BUDGET DEPARTMENT 0621 PLANNING							
5218	QUARRY MONITORING SERVICE	45,000	45,000	52,900			
	FOOTNOTE AMOUNTS						



CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)
9/16/2021

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

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

PRODUCER Lockton Companies 444 W 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME _____	
	PHONE (A/C, No, Ext) _____	FAX (A/C, No) _____
E-MAIL ADDRESS _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Berkshire Hathaway Specialty Insurance Company		22276
INSURER B AIG Specialty Insurance Company		26883
INSURER C		
INSURER D		
INSURER E		
INSURER F		

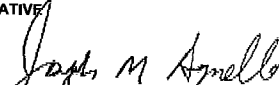
INSURED
1414100 STANTEC CONSULTING SERVICES INC
370 INTERLOCKEN BLVD
SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES **CERTIFICATE NUMBER:** 14180680 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			<input type="checkbox"/> Y/N <input type="checkbox"/> N/A PER STATUTE OTH ER E L. EACH ACCIDENT \$ XXXXXXXX E L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E L. DISEASE POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47 EPP-308810	10/1/2021	10/1/2022	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
A				NO RETROACTIVE DATE			
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
 RE FRANKLIN QUARRY MONITORING SERVICES STANTEC PROJECT# 193703639

CERTIFICATE HOLDER 14180680 CITY OF FRANKLIN 9229 WEST LOOMIS ROAD, FRANKLIN WI 53132	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 
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Policy No: 47-EPP-308810 , NO RETROACTIVE DATE
Named Insured: See Attached Certificate
PROFESSIONAL LIABILITY
NOTICE OF CANCELLATION FOR THIRD PARTIES

This contract is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

4/22/2021

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

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

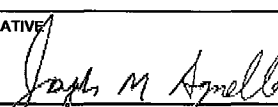
PRODUCER LOCKTON COMPANIES 444 W 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME _____	
	PHONE (A/C, No, Ext) _____	FAX (A/C, No) _____
E-MAIL ADDRESS _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Berkshire Hathaway Specialty Insurance Company		22276
INSURER B Travelers Property Casualty Co of America		25674
INSURER C		
INSURER D		
INSURER E		
INSURER F		

COVERAGES **CERTIFICATE NUMBER:** 14665593 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47 UMO 307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 MEQUON, WI, STANTEC PROJECT# 193703639, RE FRANKLIN QUARRY MONITORING SERVICES 2016 CITY OF FRANKLIN IS AN ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED IF REQUIRED BY WRITTEN CONTRACT THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER

CERTIFICATE HOLDER 14665593 CITY OF FRANKLIN 9229 WEST LOOMIS ROAD, FRANKLIN WI 53132	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 
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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/21/21
REPORTS & RECOMMENDATIONS	<p style="text-align: center;">AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NOS. 1711 “PLUMBING, HEATING AND AIR-CONDITIONING” 1721 “PAINTING AND PAPER HANGING” 1731 “ELECTRICAL WORK” 1741 “MASONRY, STONE SETTING, AND OTHER STONE WORK” 1742 “PLASTERING, DRYWALL, ACOUSTICAL, AND INSULATION WORK” 1743 “TERRAZZO, TILE, MARBLE, AND MOSAIC WORK” 1751 “CARPENTRY WORK” 1752 “FLOOR LAYING AND OTHER FLOOR WORK, NOT ELSEWHERE CLASSIFIED” AND 1761 “ROOFING, SIDING, AND SHEET METAL WORK” TO CHANGE SUCH USES FROM A SPECIAL USE TO A PERMITTED USE IN THE B-2 GENERAL BUSINESS DISTRICT, B-5 HIGHWAY BUSINESS DISTRICT AND M-1 LIMITED INDUSTRIAL DISTRICT</p> <p style="text-align: center;">(CITY OF FRANKLIN, APPLICANT)</p>	ITEM NUMBER G.9.

At the December 9, 2021, regular meeting, the Plan Commission carried a motion to recommend approval of this ordinance as presented by City Development staff. The vote was 4-0-2, four “ayes”, no “noes” and two absents.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2021-_____, to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title nos. 1711 “plumbing, heating and air-conditioning”; 1721 “painting and paper hanging”; 1731 “electrical work”; 1741 “masonry, stone setting, and other stone work”; 1742 “plastering, drywall, acoustical, and insulation work”; 1743 “terrazzo, tile, marble, and mosaic work”; 1751 “carpentry work”; 1752 “floor laying and other floor work, not elsewhere classified” and 1761 “roofing, siding, and sheet metal work” to change such uses from a special use to a permitted use in the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District (City of Franklin, applicant)

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NOS. 1711 “PLUMBING, HEATING AND AIR-CONDITIONING” 1721 “PAINTING AND PAPER HANGING” 1731 “ELECTRICAL WORK” 1741 “MASONRY, STONE SETTING, AND OTHER STONE WORK” 1742 “PLASTERING, DRYWALL, ACOUSTICAL, AND INSULATION WORK” 1743 “TERRAZZO, TILE, MARBLE, AND MOSAIC WORK” 1751 “CARPENTRY WORK” 1752 “FLOOR LAYING AND OTHER FLOOR WORK, NOT ELSEWHERE CLASSIFIED” AND 1761 “ROOFING, SIDING, AND SHEET METAL WORK” TO CHANGE SUCH USES FROM A SPECIAL USE TO A PERMITTED USE IN THE B-2 GENERAL BUSINESS DISTRICT, B-5 HIGHWAY BUSINESS DISTRICT AND M-1 LIMITED INDUSTRIAL DISTRICT
(CITY OF FRANKLIN, APPLICANT)

WHEREAS, Table 15-3.0603 of the Unified Development Ordinance sets forth the permitted and special uses in the nonresidential zoning districts; and

WHEREAS, the City of Franklin having applied for a text amendment to Table 15-3.0603 to change certain special trade contractor uses for the following Standard Industrial Classification (SIC) Code Nos. from special to permitted uses (excluding special trade contractors with outdoor storage) in the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District: 1711 Plumbing, Heating and Air-Conditioning; 1721 Painting and Paper Hanging; 1731 Electrical Work; 1741 Masonry, Stone Setting, and Other Stone Work; 1742 Plastering, Drywall, Acoustical, and Insulation Work; 1743 Terrazzo, Tile, Marble, and Mosaic Work; 1751 Carpentry Work; 1752 Floor Laying and Other Floor Work, Not Elsewhere Classified and 1761 Roofing, Siding, and Sheet Metal Work; and

WHEREAS, the Plan Commission having reviewed the proposed amendment to change certain special trade contractor uses for the following Standard Industrial Classification (SIC) Code Nos. from special to permitted uses (excluding special trade contractors with outdoor storage) in the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District: 1711 Plumbing, Heating and Air-Conditioning; 1721 Painting and Paper Hanging; 1731 Electrical Work; 1741 Masonry, Stone Setting, and Other Stone Work; 1742 Plastering, Drywall, Acoustical, and Insulation Work; 1743 Terrazzo, Tile, Marble, and Mosaic Work; 1751 Carpentry Work; 1752 Floor Laying and Other Floor Work, Not Elsewhere Classified and 1761 Roofing, Siding, and Sheet Metal Work, and having held a public hearing on the proposal on the 9th day of December, 2021 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan

Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains to: Standard Industrial Classification Title No. 1711 "Plumbing, Heating and Air-Conditioning", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns; Standard Industrial Classification Title No. 1721 "Painting and Paper Hanging", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns; Standard Industrial Classification Title No. 1731 "Electrical Work", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns; Standard Industrial Classification Title No. 1741 "Masonry, Stone Setting, and Other Stone Work", is hereby amended as follows. delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns; Standard Industrial Classification Title No. 1742 "Plastering, Drywall, Acoustical, and Insulation Work", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns; Standard Industrial Classification Title No. 1743 "Terrazzo, Tile, Marble, and Mosaic Work", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns; Standard Industrial Classification Title No. 1751 "Carpentry Work", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns; Standard Industrial Classification Title No. 1752 "Floor Laying and Other Floor Work, Not Elsewhere Classified", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns and Standard Industrial Classification Title No. 1761 "Roofing, Siding, and Sheet Metal Work", is hereby amended as follows: delete "S" (Special Use) and insert "P" (Permitted Use) in the B-2, B-5 and M-1 columns.

SECTION 2: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains

to: Standard Industrial Classification Major Group No. 17 “Special Trade Contractors”, is hereby amended to include the following footnote: “Special trade contractor uses with outdoor storage require a Special Use permit in the B-2, B-5 and M-1 zoning districts”.

SECTION 3: 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 4: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 5: 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.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.2.

Meeting of December 9, 2021

Unified Development Ordinance Text Amendment

RECOMMENDATION: City Development Staff recommends approval of this Unified Development Ordinance Text Amendment of Table 15-3.0603 to include certain Special Trade Contractor uses as permitted uses in the in the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District, excluding outdoor storage.

Project Name: Change Special Trade Contractors to permitted use in the B-2, B-5 and M-1 zoning districts

Project Address: City-wide

Applicant: City Development staff

Applicant Action Requested: Recommendation of approval for the proposed Unified Development Ordinance Text Amendment

Introduction and Background:

Before you is an amendment to the Unified Development Ordinance (UDO) Table 15-3 0603 “Permitted and Special Uses in the Nonresidential Zoning Districts” to change certain Special Trade Contractor uses from “Special” to “Permitted” in the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District. The specific Standard Industrial Classification (SIC) titles subject of this amendment are listed below:

- 1711 – Plumbing, heating and air-conditioning.
- 1721 – Painting and paper hanging.
- 1731 – Electrical work
- 1741 – Masonry and other stonework
- 1742 – Plastering, drywall, acoustical and insulation.
- 1743 – Terrazzo, tile, marble, mosaic work
- 1751 – Carpentry work
- 1752 – Floor laying and floor work, not elsewhere classified
- 1761 – Roofing, siding, and sheet metal work

The intent of this amendment is to allow for the office, retail and indoor storage components associated with special trade contractors in these zoning districts without the requirement of a special use permit. This amendment excludes outdoor storage, the special use permit requirement would remain for special trade contractors with outdoor storage.

Please note, the proposed text amendment, if adopted, would apply to all properties in the City of Franklin zoned B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District, see attached map of affected areas in the City of Franklin.

On March 19, 2019, the Common Council adopted Ordinance No. 2019-2361 to amend UDO Table 15-3 060 and allow SIC Title Nos 1742 “Plastering, Drywall, Acoustical, and insulation

work”, 1743 “Terrazzo, tile, marble and mosaic work” and 5145 “Confectionary” as permitted uses in the M-1 Limited Industrial District. If the proposed amendment is adopted, plastering, drywall, acoustical and insulation contractors, as well as terrazzo, tile, marble and mosaic contractors would be also permitted in the B-2 General Business District and B-5 Highway Business District

Project Description and Analysis:

The zoning districts subject of this amendment are the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District. The intent of these districts as described in the UDO is as follows:

- B-2 General Business District, “provide for the orderly and attractive development and grouping, in appropriate and convenient locations, of small-lot business activities of a general nature”.
- B-5 Highway Business District, “accommodate automobile-oriented sales and service establishments”.
- M-1 Limited Industrial District, “provide for manufacturing, industrial, warehousing, and uses of a limited nature and size in locations where the relative proximity to other uses requires more restrictive regulation”.

These zoning districts may be adjacent to residential zoning districts, therefore, City Development staff recommends approval of this amendment as long as the requirement for a special permit remain for any outdoor storage associated with special trade contractor uses. Additionally, most of these contractor uses perform their work on the job site rather than in the business location.

It is worth noting that landscape bufferyards are required by the UDO to ameliorate nuisances between residential districts and business or manufacturing districts. Landscape bufferyards act as visual barriers and mitigate noise and light trespass

Table 15-3 0603 of the Unified Development Ordinance (UDO) sets forth those uses which are permitted and special uses in all nonresidential zoning districts in the City of Franklin. Use designations are based on the Standard Industrial Classification Manual (1987, or latest edition) published by the Executive Office of the President, Office of Management and Budget

The Special Trade Contractor uses subject of this amendment are part of Division C: Construction and Major Group 17 Construction Special Trade Contractors. Note that this Major Group encompasses other uses that are not included in this amendment:

- 1771 – Concrete work.
- 1781 – Water well drilling
- 1791 – Structural steel erection.
- 1793 – Glass and glazing work
- 1794 – Excavation work
- 1795 – Wrecking and demolition work.
- 1796 – Installing or erection of building equipment, not elsewhere classified
- 1799 – Special trade contractors, not elsewhere classified

The SIC codes listed above are currently allowed as special uses in the M-1, Limited Industrial District, and not permitted in any of the business districts (B). Due to the proximity of many of the current M-1 districts to residential properties throughout the City, keeping these uses as a “Special Use” review process, allows such requests to be brought forward to the City for individual review. Such items such as size of operation, hours of operations, amount of storage permitted on-site, and other items which may affect the general health, safety and welfare may better be upheld. Therefore, these special trade contractor uses are not included in the proposed amendment.

City Department Comments:

- **Police Department.** The PD has no comment regarding this request.

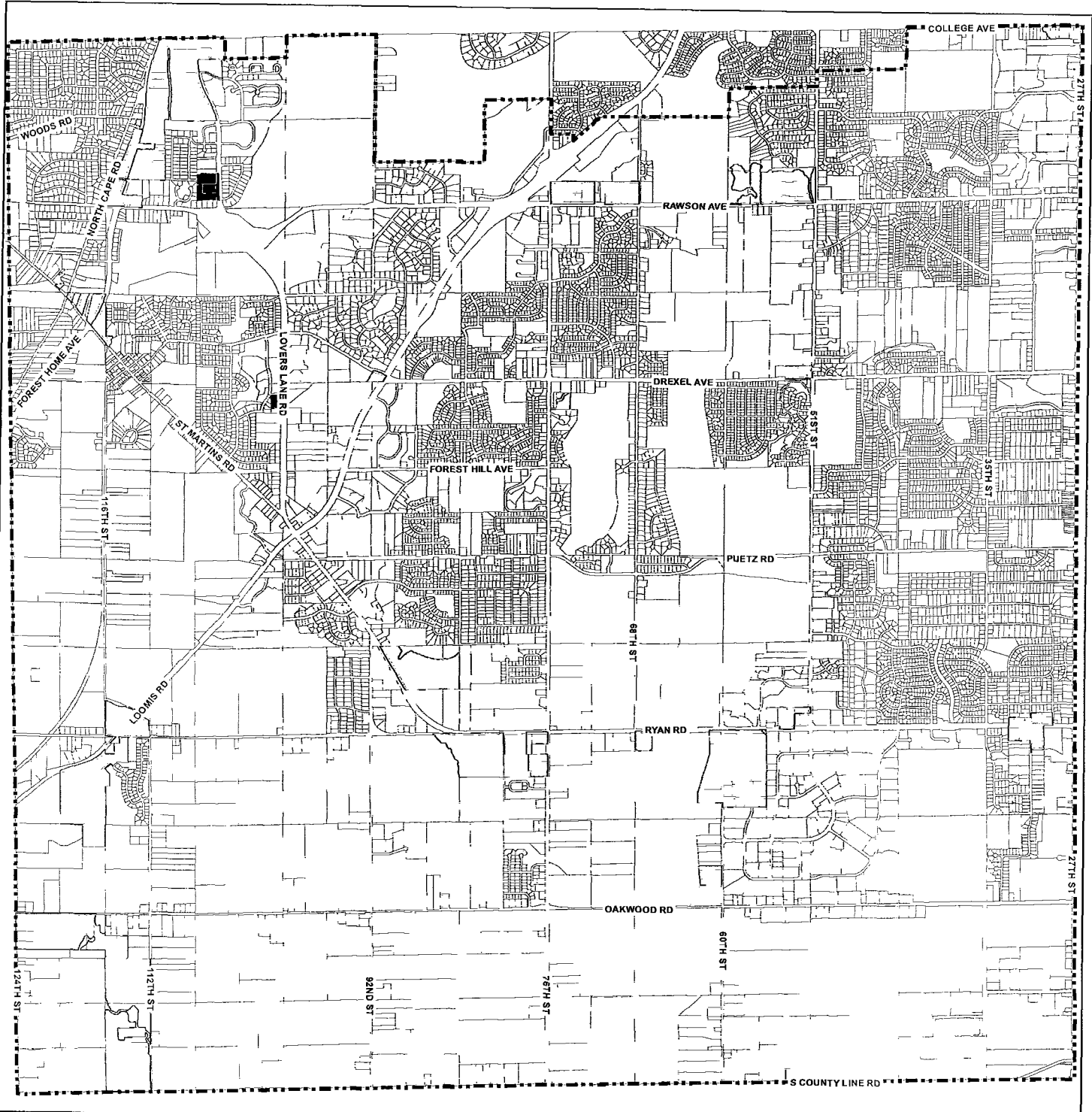
Staff Recommendation:


City Development Staff recommends approval of this Unified Development Ordinance Text Amendment of Table 15-3.0603 to allow for Standard Industrial Classification Title Nos 1711, 1721, 1731, 1741, 1742, 1743, 1751, 1752 and 1761 as permitted uses in the B-2 General Business District, B-5 Highway Business District and M-1 Limited Industrial District, not including outdoor storage.

Special trade contractor uses with outdoor storage would require a Special Use permit in the B-2, B-5 and M-1 zoning districts.

Appendices:


1. Locator map titled “Zoning Districts B-2, B-5 and M-1”.
2. Unified Development Ordinance Table 15-30603 with proposed amendments
3. Common Council minutes of the March 19, 2019, meeting (page 3).




 City of Franklin
 Department of City Development
 9229 W Loomis Rd
 Franklin, WI 53132




October, 2021



1 50,000
 0 1k 2k 3k 4k 5 000 Feet
 500 ft



Legend

Zoning Districts

-  B-2 General Business District
-  B-5 Highway Business District
-  M-1 Limited Industrial District

-  City Boundary
-  Property lines

ZONING DISTRICTS B-2, B-5 and M-1

UNIFIED DEVELOPMENT ORDINANCE (UDO)

Table 15-3.0603 - Permitted and Special Uses in the Nonresidential Zoning Districts
 [Last amended 5-5-2020 by Ord No 2020-2431]

Division C: Construction / Major Group 17 Construction Special Trade Contractors

Proposed amendments in red

SIC NO	STANDARD INDUSTRIAL CLASSIFICATION TITLE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	CC	VB	I-1	P-1	M-1	M-2	BP	OL-1	OL-2	A-1	M-3	L-1
17	SPECIAL TRADE CONTRACTORS *																			
171	Plumbing, heating, air-conditioning		S P			S P							S P				S			S
1711	Plumbing, heating, air-conditioning		S P		S	S P							P				S			S
172	Painting and Paper Hanging		S P			S P							S P				S			S
1721	Painting and paper hanging		S P			S P							P				S			S
173	Electrical Work		S P			S P							S P				S			S
1731	Electrical work		S P			S P							P				S			S
174	Masonry, Stonework, and Plastering		S P			S P							S P				S			S
1741	Masonry and other stonework		S P			S P							S P				S			S
1742	Plastering, dry-wall acoustical and insulation work		S P			S P							P				S			S
1743	Terrazzo, tile, marble, mosaic work		S P			S P							P				S			S
175	Carpentry and Floor Work		S P			S P							S P				S			S
1751	Carpentry work		S P			S P							P				S			S
1752	Floor laying and floor work, not elsewhere classified		S P		S	S P							P				S			S
176	Roofing, Siding, and Sheet Metal Work		S P			S P							S P				S			S
1761	Roofing, siding, and sheet metal work (with outdoor storage)		S			S							S				S			S
1761	Roofing, siding, and sheet metal work (without outdoor storage)		P			P							P							
177	Concrete Work																			
1771	Concrete work												S							S
178	Water Well Drilling												S							S
1781	Water well drilling												S							S
179	Miscellaneous Special Trade Contractors												S							S
1791	Structural steel erection												S							S
1793	Glass and glazing work												S							S
1794	Excavation work												S							S
1795	Wrecking and demolition work												S							S
1796	Installing building equipment, not elsewhere classified												S							S
1799	Special trade contractors not elsewhere classified												S							S

* Special trade contractor uses with outdoor storage require a Special Use permit in the B 2, B-5 and M 1 zoning districts

OF CITY DEVELOPMENT AND ENGINEERING DEPARTMENT STAFF TO REVIEW FOR APPROVAL ALL FORTHCOMING ADDENDUMS TO THE PLAT IN THE WIS. STAT §703.26 EXPANDING CONDOMINIUMS AREAS, AND TO RENAME THE DEVELOPMENT THE GLEN AT PARK CIRCLE CONDOMINIUMS. Seconded by Alderman Taylor. All voted Aye; motion carried.

ORD. 2019-2361
AMEND UDO
INDUSTRIAL
CLASSIFICATION
TITLES

G.7. Alderman Dandrea moved to adopt Ordinance No. 2019-2361, AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 AS PRESENTED IN THE PLAN COMMISSION PACKET DATED FEBRUARY 11, 2019, SUBJECT TO STANDARD INDUSTRIAL CLASSIFICATION TITLE NOS. 1742 "PLASTERING, DRYWALL, ACOUSTICAL, AND INSULATION WORK", 1743 "TERRAZZO, TILE, MARBLE, AND MOSAIC WORK" AND 5145 "CONFECTIONARY" BE ALLOWED AS A PERMITTED USE IN THE M-1 LIMITED INDUSTRIAL DISTRICT TABLE 15-3.060. Seconded by Alderman Taylor. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Taylor, Alderman Barber, and Alderman Nelson voted Aye; Alderwoman Wilhelm voted No. Motion carried.

ORD. 2019-2362
RECLASSIFY
CONTINGENCY
APPROPRIATIONS FOR
A K9 PURCHASE

G.9. Alderwoman Wilhelm moved to adopt Ordinance No. 2019-2362, AMENDING ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND AND DONATIONS FUNDS FOR THE CITY OF FRANKLIN, TO RECLASSIFY CONTINGENCY APPROPRIATIONS AND ESTABLISH APPROPRIATIONS FOR A K9 PURCHASE. Seconded by Alderman Taylor. All voted Aye; motion carried.

ORD. 2019-2363
AMEND BUDGET FOR
ODOR MANAGEMENT
IN THE RYAN CREEK
INTERCEPTOR SEWER

G.10. Alderman Taylor moved to adopt Ordinance No. 2019-2363, AMENDING ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO ESTABLISH AN APPROPRIATION FOR ODOR MANAGEMENT IN THE RYAN CREEK INTERCEPTOR SEWER. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

RES. 2019-7475
AGREEMENT WITH
MMSD FOR RYAN
CREEK INTERCEPTOR
ODOR CONTROL

G.11. Alderman Taylor moved to adopt Resolution No. 2019-7475, A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FOR RYAN CREEK INTERCEPTOR ODOR CONTROL IMPROVEMENTS subject to

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 21, 2021
REPORTS & RECOMMENDATIONS	RESOLUTION TO ISSUE CHANGE ORDER NO. 2 TO SUPER EXCAVATORS, INC. FOR THE SOUTH HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS PROJECT SAVINGS IN THE AMOUNT OF \$79,074.12	ITEM NUMBER G.10.

BACKGROUND

On April 6, 2020, Super Excavators was issued Change Order No. 1 (for time extension only) on the South Hickory Street Corridor Utility Improvements. The project is complete without any major issues.

ANALYSIS

The enclosed change order represents a final audit in quantities for a savings of \$79,074.12.

\$4,058,768.00	Original Contract Price
\$ 0.00	Change Order 1- time only
(\$ 79,074.12)	Change Order 2- final audit on quantities
\$3,979,693.88	Final Cost of Project

The contractor is collecting lien waivers from all of the suppliers and subcontractors. These will be received before a final check is issued.

OPTIONS

- A. Resolution to authorize Change Order 2; or
- B. Refer back to Staff with additional direction.

FISCAL NOTE

This project is funded using Tax Increment District number 4 (TID 4).

COUNCIL ACTION REQUESTED

(OPTION A) Resolution 2021-_____ a resolution to issue Change Order No. 2 to Super Excavators, Inc. for the South Hickory Street Corridor Utility Improvements Project in the reduction amount of \$79,074.12.

Engineering: GEM

October 28, 2021

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

Re Franklin Corporate Park
Final Payment - S Hickory Street Corridor Utility Improvements

Dear Mr Morrow

Enclosed with this letter please find Change Order No 2 This Change Order serves to compensate Contractor for additional work outlined in Work Change Directive No 1 and adjust the final Contract Price to reflect the actual completed Work Please have Change Order No 2 signed and dated by the appropriate individual, and return an executed copy to our office for further distribution

In accordance with the Contract Documents, the Contractor for this Project, Super Excavators, Inc , has submitted a final Application for Payment and has furnished the enclosed Contract-required items

- 1 Consent of Surety to Final Payment
- 2 List of Subcontractors, Suppliers, and service providers performing, furnishing, or procuring labor, services and materials on the Project
- 3 Releases or waivers of lien from the General Contractor and first tier Subcontractors and Suppliers
- 4 Certificate or other evidence of completed operations insurance

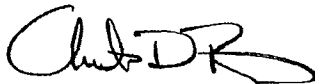
The lien waiver from Concrete Specialties indicates that it is a waiver of lien in full However, the lien waiver notes that it has excepted the value of an invoice that is unrelated to this project You may want to have your legal counsel and insurance advisor review the respective lien waivers bonding, and insurance documents to verify legal effectiveness If all are satisfactory, we recommend final payment in accordance with the attached Application for Payment No 7 Final

In accordance with paragraph 15 08 of the General Conditions, the Contractor was required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion, which was September 1, 2020 Based on the date of substantial completion, the correction period for this project has expired

Please contact me if you have any questions Thank you for allowing us to serve the City of Franklin

Respectfully

RUEKERT & MIELKE, INC



Anthony D Petersen, P E (WI IA)
Senior Project Manager
apetersen@ruekert-mielke.com

ADP adp
Enclosures
cc Tim Benson, Super Excavators Inc
File

Date of Issuance	September 3, 2021	Effective Date	Upon Owner Approval
		Owner	City of Franklin
Contract	South Hickory Street Corridor Utility Improvements	Engineer	Ruekert & Mielke, Inc
Contractor	Super Excavators, Inc	Engineer's Project No	58-10013 300
Address	N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051	Effective Date of Contract	February 21, 2020

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

Description Close-Out Change Order

Reason for Change Order: Compensate Contractor for Work completed under Work Change Directive No 1, revise completion date deadlines and change Contract Price to match amount earned

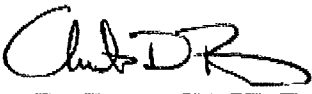
Attachments Attachment A for Change Order No 2 prepared by Ruekert & Mielke, Inc , Work Change Directive No 1 dated August 14, 2020, project correspondence requesting time extension, Certificate of Substantial Completion and Analysis of Closeout Change Order

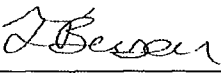
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 4,058,768 00	Original Contract Times Substantial Completion <u>June 1, 2020</u> Ready for Final Payment <u>June 21, 2020</u> Dates
Change from previously approved Change Orders \$ 0 00	Change from previously approved Change Orders Substantial Completion <u>88</u> Ready for Final Payment <u>88</u> Days
Contract Price prior to this Change Order \$ 4,058,768 00	Contract Times prior to this Change Order Substantial Completion <u>August 28, 2020</u> Ready for Final Payment <u>September 17, 2020</u> Dates
Decrease of this Change Order \$ 79,074 12	Increase of this Change Order Substantial Completion <u>4</u> Ready for Final Payment <u>351</u> Days
Contract Price incorporating this Change Order \$ 3,979,693 88	Contract Times with all approved Change Orders Substantial Completion <u>September 1, 2020</u> Ready for Final Payment <u>September 3, 2021</u> Dates

The above changes are Approved by

RECOMMENDED

ACCEPTED.

By: 
Engineer (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: September 3, 2021

Date: September 21, 2021

ACCEPTED.

ACCEPTED:

Mayor

City Clerk

By: Stephen R Olson

By: Sandra L. Wesolowski

Date: _____

Date: _____

ACCEPTED

ACCEPTED.

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A Wesolowski

Date: _____

Date: _____

Attachment A for Closeout Change Order No. 2

S Hickory Street Corridor Utility Improvements Franklin, WI

The purpose of this change order is to summarize modifications made to the project that affect the contract price and/or contract times and change Contract Price to match amount earned to close out the Construction Contract. Descriptions of the modifications made to the construction contract are listed below.

1. Extend substantial completion deadline by 4 days. Correspondence documenting the request for a time extension and informal approval are attached to this change order for reference. Total Contract Price is **unchanged** for this item.
2. Extend ready for final payment deadline by 351 days to allow additional time for vegetation restoration to fully establish. Total Contract Price is **unchanged** for this item.
3. Provide for additional compensation to Super Excavators, Inc. to increase the thickness of the asphalt pavement replacement on W Oakwood Road to match existing thickness. A copy of approved Work Change Directive No 1 summarizing the change and providing an estimated change in Contract Price is attached for reference. However, using the final quantity installed, the total Contract Price is **increased by \$13,772.63** for this item.
4. Adjust estimated bid item quantities in the original Contract to match actual quantities installed. A copy of the Analysis of Closeout Change Order is attached. Total Contract Price is **decreased by \$92,846.75** for all bid item quantity adjustments.

This change order **decreases the Total Contract Price by \$79,074.12.**

Petersen, Anthony

From: Glen Morrow <GMorrow@franklinwi.gov>
Sent: Wednesday, September 2, 2020 1:17 PM
To: Petersen, Anthony
Subject: RE: Franklin Corporate Park - Request for Substantial Completion

I find this acceptable

Glen E. Morrow, PE (WI, IL, IN & MO)
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132
414-425-7510



From: Petersen, Anthony <apetersen@ruekert-mielke.com>
Sent: Wednesday, September 2, 2020 1:16 PM
To: Glen Morrow <GMorrow@franklinwi.gov>
Cc: Mike Roberts <MRoberts@franklinwi.gov>, Glen Beardsley <GBeardsley@franklinwi.gov>, Klein, Matthew <MKlein@ruekert-mielke.com>, Van Weelden, Mark <mvanweelden@ruekert-mielke.com>
Subject: FW: Franklin Corporate Park - Request for Substantial Completion

Hello Glen-

Below is an email from Super Excavators, Inc. indicating they have achieved Substantial Completion along with a request for an extension to the deadline for reaching Substantial Completion by 4 days due to additional paving work. Please review the request and let me know whether or not you have any concerns with the date of substantial completion or the time extension. If there are no concerns, then I will schedule a walk through with City Staff, generate a punch list of remaining items, prepare a Certificate of Substantial Completion and incorporate the request for an extension of contract times on a future change order. Let me know either way.

Thank You

Anthony D. Petersen, P.E. (WI, IA)
Senior Project Manager



☎ 262-953-3028
📞 262-951-8890
✉ apetersen@ruekert-mielke.com
🌐 ruekertmielke.com



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From: Tim Benson <timb@superexcavators.com>
Sent: Wednesday, September 2, 2020 10:38 AM
To: Petersen, Anthony <apetersen@ruekert-mielke.com>
Subject: Franklin Corporate Park - Request for Substantial Completion

Andy,

Please let this email serve as notification of Substantial Completion of the Project, as of 9/1/2020. We acknowledge the requested substantial completion date is a few days past that required by Change Order No. 1 (8/28/2020), however, work was added to the project via Work Change Directive No. 1 that required a few extra days to complete the work. Therefore, let this email also serve as request for a schedule extension of 2 working days/ 4 calendar days, to revise the Substantial Completion Date to 9/1/2020.

Tim Benson
Project Manager
Super Excavators Inc
N59 W14601 Bobolink Ave
Menomonee Falls WI 53051
262 252 3200 ph
262 252 8079 fx
414 403 3839 cell
www.superexcavators.com
An Equal Opportunity Employer

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract	South Hickory Street Corridor Utility Improvements	Date of Issuance	September 9, 2020
Contractor	Super Excavators, Inc	Owner	City of Franklin
Address	N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051	Engineer	Ruekert & Mielke, Inc
		Engineer's Project No	58-10013 300
		Effective Date of Contract:	February 21, 2020

This Certificate of Substantial Completion applies to all Work under the Contract Documents

September 1, 2020
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion, and is also the date of commencement of applicable warranties required by the Contract, except as stated below.

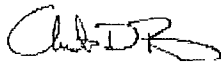

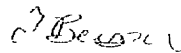
A tentative punch list of items to be completed or corrected was provided to Super Excavators, Inc on September 8, 2020. A final punch list if items to be completed or corrected will be provided at a later date. Failure to note any items on the punch lists do not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties, upon Owner's use or occupancy of the Work, shall be as provided in the Contract, except as amended as follows:

Owner's amended responsibilities	<u>None</u>
Contractor's amended responsibilities	<u>None</u>

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

Attachment(s)

EXECUTED		RECEIVED.		RECEIVED.	
By	<u></u> Engineer	By	<u></u> Owner (Authorized Signature)	By	<u></u> Contractor (Authorized Signature)
Title	<u>Project Representative</u>	Title	<u>CITY ENGINEER</u>	Title	<u>Project Manager</u>
Date	<u>September 9, 2020</u>	Date	<u>12-15-2020</u>	Date	<u>September 9, 2020</u>

00 65 16-1

Date of Issuance	August 14, 2020	Effective Date	August 14, 2020
		Owner	City of Franklin
Contract	South Hickory Street Corridor Utility Improvements		
Contractor	Super Excavators, Inc	Engineer	Ruekert & Mielke, Inc
Address	N59 W14601 Bobolink Avenue	Engineer's Project No	58-10013.300
	Menomonee Falls, WI 53051	Effective Date of Contract	February 21, 2020

Contractor is directed to proceed promptly with the following change(s)

Description: Increase thickness of asphalt pavement replacement on W Oakwood Road to match existing

Reason for Work Change Directive. The project specifications call for Oakwood Road pavement over the utility trench to be replaced with 6 inches of asphalt following information found on historical design plan drawings. The existing pavement was found to be 8 inches thick during construction. The City of Franklin desires the pavement replacement to match the existing thickness. Super Excavators, Inc submitted a price proposal to install the thicker pavement. The proposal increases the unit price for Bid Item No 53 – "Remove and Replace Asphaltic Concrete Pavement" from \$7.00 per square foot to \$9.33 per square foot. The proposed price increase is proportional to the increase in asphalt thickness.

Attachments. Price proposal submitted by Super Excavators, Inc. on August 12, 2020

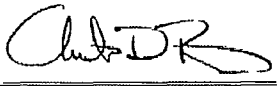
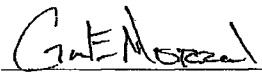
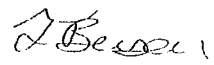
Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Unit Prices

Estimated Changes:

Contract Price \$ 16,915.80 increase Increase based upon an addition Unit Price of \$2.33 per SF

Contract Time 0 Days

RECOMMENDED		AUTHORIZED:		RECEIVED:	
By		By		By	
	Engineer (If required)		Owner (Authorized Signature) City Engineer/Director of Public Works		Contractor (Authorized Signature)
Title	Project Manager	Title		Title	Tim Benson
Date	August 14, 2020	Date	8-14-2020	Date	8/24/2020

Petersen, Anthony

From: Tim Benson <timb@superexcavators.com>
Sent: Wednesday, August 12, 2020 2:00 PM
To: Petersen, Anthony
Subject: RE: Additional Asphalt Thickness Price Proposal

Andy, increase would be \$23.33/SF for the additional 2" of binder. This will likely turn a one-day pave into two. A simple way to look at it is our original price of \$7 x (8"/6") = \$9.33. Let me know if you have any additional questions.

Tim Benson
Project Manager
Super Excavators Inc
N59 W14601 Bobolink Ave
Menomonee Falls WI 53051
262 252 3200 ph
262 252 8079 fx
414 403 3839 cell
www.superexcavators.com
An Equal Opportunity Employer

From: Petersen, Anthony [mailto:apetersen@ruekert-mielke.com]
Sent: Tuesday, August 11, 2020 10:22 AM
To: Tim Benson <timb@superexcavators.com>
Subject: Additional Asphalt Thickness Price Proposal

Hello Tim-

In order to have a change order ready to be considered at the August 18th City Council meeting, I will need a price proposal for the increased pavement thickness by Wednesday afternoon (tomorrow) at the latest.

To reiterate, the City is asking for the binder course asphalt to be increased from 4-inch thick as specified to 6-inch thick. The pavement replacement cross section will then include the following:

- 10" thick crushed limestone base (5" thick lower layer of 1 1/4" stone plus 5" thick upper layer of 3/4" stone) as specified
- 6" thick binder course asphalt in two layers (Mix 3MT 58-28 S)
- 2" thick surface course asphalt (Mix 5MT 58-28 S) as specified

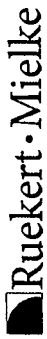
Let me know if you have any questions.
Thank You

Anthony D. Petersen, P.E. (WI, IA)
Senior Project Manager



☎ 262-953-3028



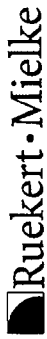


W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER City of Franklin
PROJECT S. Hickory Street Corridor Utility Improvements
DATE PREPARED 9/3/2021

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
1	Traffic Control	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00
2	Barrier Fence	LF	9100.00	\$ 2.00	\$ 18,200.00	9088.00	\$ 18,176.00
3	Silt Fence (if Required)	LF	1000.00	\$ 2.00	\$ 2,000.00	7520.00	\$ 15,040.00
4	Temporary Seed and Mulch (if Required)	SY	25000.00	\$ 0.50	\$ 12,500.00	0.00	\$ -
5	Tracking Pad	SF	7000.00	\$ 5.00	\$ 35,000.00	5500.00	\$ 27,500.00
6	Manufactured Perimeter Control (Erosion Logs)	LF	9050.00	\$ 3.00	\$ 27,150.00	1562.00	\$ 4,686.00
7	Manufactured Ditch Check (Erosion Logs)	LF	15.00	\$ 3.00	\$ 45.00	0.00	\$ -
8	Inlet Protection Type C	EA	10.00	\$ 60.00	\$ 600.00	3.00	\$ 180.00
9	Erosion Mat Class 1 Type A (if Required)	SY	3500.00	\$ 1.70	\$ 5,950.00	0.00	\$ -
10	Erosion Mat Class 2 Type B (if Required)	SY	500.00	\$ 2.50	\$ 1,250.00	0.00	\$ -
11	Clearing, Grubbing and Tree Removal	LS	1.00	\$ 21,000.00	\$ 21,000.00	1.00	\$ 21,000.00
12	Full Depth Pavement Saw Cutting	LF	550.00	\$ 4.00	\$ 2,200.00	516.00	\$ 2,064.00
13	Excavation Below Subgrade - Pipelines	CY	250.00	\$ 115.00	\$ 28,750.00	23.53	\$ 2,705.95
14	Sanitary Sewer 8-Inch SDR 35 PVC Pipe w/Granular Backfill	LF	24.00	\$ 230.00	\$ 5,520.00	24.00	\$ 5,520.00
15	Sanitary Sewer 8-Inch SDR 35 PVC Pipe w/Spoil Backfill	LF	350.00	\$ 60.00	\$ 21,000.00	350.00	\$ 21,000.00
16	Sanitary Sewer, 8-Inch Pressure Rated C-900 DR18 PVC Pipe w/Spoil Backfill	LF	350.00	\$ 70.00	\$ 24,500.00	350.00	\$ 24,500.00
17	Sanitary Sewer 12-Inch SDR 35 PVC Pipe w/Spoil Backfill	LF	140.00	\$ 122.00	\$ 17,080.00	140.00	\$ 17,080.00
18	Sanitary Sewer 12-Inch Pressure Rated C-900 DR18 PVC Pipe w/Granular Backfill	LF	720.00	\$ 280.00	\$ 201,600.00	720.00	\$ 201,600.00
19	Sanitary Sewer 12-Inch Pressure Rated C-900 DR14 PVC Pipe w/Granular Backfill	LF	732.00	\$ 1,125.00	\$ 823,500.00	732.00	\$ 823,500.00
20	Sanitary Sewer 12-Inch Pressure Rated C-900 DR18 PVC Pipe w/Spoil Backfill	LF	1996.00	\$ 130.00	\$ 259,480.00	1996.00	\$ 259,480.00
21	Sanitary Sewer 15-Inch SDR 35 PVC Pipe w/Slurry Backfill	LF	14.00	\$ 2,275.00	\$ 31,850.00	16.00	\$ 36,400.00
22	Sanitary Force Main 8-Inch w/Slurry Backfill	LF	915.00	\$ 300.00	\$ 274,500.00	915.00	\$ 274,500.00
23	Sanitary Force Main 8-Inch w/Granular Backfill	LF	2,820.00	\$ 210.00	\$ 592,200.00	2,820.00	\$ 592,200.00
24	Sanitary Force Main 8-Inch w/Spoil Backfill	LF	6,045.00	\$ 55.00	\$ 332,475.00	6,051.00	\$ 332,805.00
25	Force Main Valves 8-Inch	EA	4.00	\$ 5,000.00	\$ 20,000.00	4.00	\$ 20,000.00
26	Air Release Structure	EA	2.00	\$ 25,000.00	\$ 50,000.00	2.00	\$ 50,000.00
27	Connect 8-Inch Dual Force Mains to Pump Station Site Piping After Pump Station	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00
28	Sanitary Manhole 48-Inch	VF	169.00	\$ 190.00	\$ 32,110.00	166.17	\$ 31,572.30
29	Sanitary Manhole, Outside Drop 48-Inch	VF	33.00	\$ 260.00	\$ 8,580.00	31.85	\$ 8,281.00

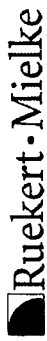


W233 N2080 Ridgeway Parkway
Waukesha WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: City of Franklin
PROJECT: S. Hickory Street Corridor Utility Improvements
DATE PREPARED: 9/3/2021

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
30	Sanitary Manhole 72-Inch	V F	97.00	\$ 400.00	\$ 38,800.00	95.21	\$ 38,084.00
31	Sanitary Manhole Outside Drop 72-Inch	V F	33.00	\$ 580.00	\$ 19,140.00	31.25	\$ 18,125.00
32	Internal/External Sanitary Manhole Chimney Seal	EA	17.00	\$ 1,200.00	\$ 20,400.00	17.00	\$ 20,400.00
33	Manhole Lining	V F	26.00	\$ 380.00	\$ 9,880.00	24.00	\$ 9,120.00
34	Water Main 8-Inch w/Granular Backfill	L F	35.00	\$ 200.00	\$ 7,000.00	17.00	\$ 3,400.00
35	Water Main 12-Inch w/Granular Backfill	L F	670.00	\$ 140.00	\$ 93,800.00	670.00	\$ 93,800.00
36	Water Main 16-Inch w/Granular Backfill	L F	807.00	\$ 200.00	\$ 161,400.00	807.00	\$ 161,400.00
37	Water Main 8-Inch w/Spoil Backfill	L F	70.00	\$ 150.00	\$ 10,500.00	68.00	\$ 10,200.00
38	Water Main 12-Inch w/Spoil Backfill	L F	470.00	\$ 95.00	\$ 44,650.00	470.00	\$ 44,650.00
39	Water Main 16-Inch w/Spoil Backfill	L F	2,540.00	\$ 105.00	\$ 266,700.00	2,544.50	\$ 267,172.50
40	Hydrant Lead 6-Inch w/Granular Backfill	L F	105.00	\$ 145.00	\$ 15,225.00	112.00	\$ 16,240.00
41	Hydrant Lead 6-Inch w/Spoil Backfill	L F	65.00	\$ 92.00	\$ 5,980.00	63.50	\$ 5,842.00
42	Hydrant Assembly	EA	17.00	\$ 4,700.00	\$ 79,900.00	17.00	\$ 79,900.00
43	Hydrant Extensions 48 Inch	EA	15.00	\$ 1,500.00	\$ 22,500.00	15.00	\$ 22,500.00
44	Water Main Valves 8-Inch Gate	EA	12.00	\$ 1,700.00	\$ 20,400.00	10.00	\$ 17,000.00
45	Water Main Valves 12-Inch Gate	EA	6.00	\$ 2,900.00	\$ 17,400.00	7.00	\$ 20,300.00
46	Water Main Valves 16-Inch Butterfly	EA	10.00	\$ 3,600.00	\$ 36,000.00	10.00	\$ 36,000.00
47	Water Service 1-1/4 inch w/Spoil Backfill	L F	22.00	\$ 54.00	\$ 1,188.00	13.50	\$ 729.00
48	1-1/4 Inch Tap Saddle and Corporation Valve	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00
49	1 1/4 Inch Curb Valve and Valve Box	EA	1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00
50	Pipe Insulation	L F	1,155.00	\$ 10.00	\$ 11,550.00	1,142.00	\$ 11,420.00
51	Permanent Drainage Tile Reconnection	EA	9.00	\$ 750.00	\$ 6,750.00	2.00	\$ 1,500.00
52	Remove and Replace Concrete Curb and Gutter	L F	65.00	\$ 95.00	\$ 6,175.00	31.00	\$ 2,945.00
53	Remove and Replace Asphaltic Concrete Pavement	S F	7,260.00	\$ 7.00	\$ 50,820.00	5,911.00	\$ 41,377.00
54	Replace Disturbed Pavement Markings	L S	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00
55	Topsoil Seed, Fertilizer and Mulch (Public Right-of-Way)	S Y	390.00	\$ 24.00	\$ 9,360.00	488.00	\$ 11,712.00
56	Topsoil Seed Fertilizer and Mulch (Easement on Wendt Family Trust Parcel)	S Y	39,825.00	\$ 3.00	\$ 119,475.00	37,460.00	\$ 112,380.00
57	Topsoil Seed Fertilizer and Mulch (Easement on JHB Properties LLC Parcel)	S Y	13,610.00	\$ 3.50	\$ 47,635.00	13,307.00	\$ 46,574.50



W233 N2080 Ridgeview Parkway
Waukesha WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER City of Franklin
PROJECT: S Hickory Street Corridor Utility Improvements
DATE PREPARED 9/3/2021

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
58	Topsil Seed Fertilizer and Mulch (Easement on MLG Investments 2002 LLC	S Y	7 100.00	\$ 4.00	\$ 28 400.00	6 806.00	\$ 27 224.00
59	Topsil Seed and Mulch (Wetland Restoration)	S Y	395.00	\$ 12.00	\$ 4,740.00	305.00	\$ 3 660.00
60	Topsil Seed and Mulch (Woodland Restoration)	S Y	8 215.00	\$ 4.00	\$ 32,860.00	7 844.00	\$ 31 376.00
SUBTOTAL OF ORIGINAL CONTRACT ITEMS					\$ 4,058,768.00		\$ 3,965,921.25
MANDATORY ALTERNATES							
CO-01	Additional Thickness of HMA Replacement on Oakwood Rd	S F	0.00	\$ 2.33	\$ -	5 911.00	\$ 13 772.63
SUBTOTAL OF CHANGE ORDER ITEMS					\$ -		\$ 13,772.63
GRAND TOTALS:					\$ 4,058,768.00		\$ 3,979,693.88

ORIGINAL CONTRACT AMOUNT	\$4,058,768.00
EXECUTED CHANGE ORDER(S)	\$0.00
CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	\$4,058,768.00
AMOUNT EARNED ON ORIGINAL CONTRACT ITEMS	\$3,965,921.25
AMOUNT EARNED ON OTHER ITEMS	\$13,772.63
TOTAL AMOUNT EARNED	\$3,979,693.88
TOTAL AMOUNT EARNED	\$3,979,693.88
LESS CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	(\$4,058,768.00)
CLOSE OUT CHANGE ORDER AMOUNT	(\$79,074.12)

Contractor's Application for Payment No. 7 FINAL (DRAFT)

To (Owner)	City of Franklin	Application Date	9/3/2021
Contact	Glen Morrow	From (Contractor)	Super Excavators, Inc.
Project	S Hickory Street Corridor Utility Improvements	Contact	Pete Schraufnagel
Owner's Contract No		Address	N59 W14601 Bobolink Avenue Menomonee Falls WI 53051
		Via (Engineer)	Ruekert & Mielke Inc
		Contact	Anthony D Peetersen
		Address	W233 N2080 Ridgeview Parkway Waukesha WI 53188
		Engineer's Project No	58-10013 200

Change Order Summary

Approved Change Orders	Number	Additions (Enter as Positive Number)	Deductions (Enter as Positive Number)	Description	Amount
	1	\$0.00	\$0.00	1 ORIGINAL CONTRACT PRICE	\$ 4,058,768.00
	2	\$13,772.63	\$2,846.75	2 Net change by Change Orders	\$ (79,074.12)
				3 CURRENT CONTRACT PRICE (Line 1 + Line 2)	\$ 3,979,693.88
				4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)	\$ 3,979,693.88
				5 RETAINAGE	
				a 5% X \$1,989,846.94 Work Completed	\$ 99,492.35
				6 RETAINAGE REDUCTION TO DATE (Enter as Positive Number)	\$ 99,492.35
				7 AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a + Line 6)	\$ 3,979,693.88
				8 LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	\$ 3,911,371.25
				9 AMOUNT DUE THIS APPLICATION	\$ 68,322.63
	TOTALS	\$13,772.63	\$2,846.75		
	NET CHANGE BY CHANGE ORDERS				-\$79,074.12

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge

- (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment
- (2) title to all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions and
- (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

By	Date
-----------	-------------

Payment of	\$ <u>68,322.63</u>
	(Line 9 or other attach explanation of the other amount)
Recommended by	 _____ (Engineer)
	10/28/2021 (Date)
Payment of	\$ _____
	(Line 9 or other - attach explanation of the other amount)
Approved by	_____ (Owner)
	_____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 7 FINAL (DRAFT)

Application Period		Application Date												
For (Project) S Hickory Street Corridor Utility Improvements		9/3/2021												
October 24, 2020 - September 3, 2021		Owner's Contract No. 58-10013 200												
A	B	C	D	E	F	G		H		I	J	K	L	
Item No	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	
1	Traffic Control	LS	1 00	\$ 10 000 00	\$ 10 000 00	1 00	\$ 10 000 00		\$		\$	1 00	\$ 10 000 00	
2	Barrier Fence	LF	9 100 00	\$ 2 00	\$ 18 200 00	9 088 00	\$ 18 176 00		\$		\$	9 088 00	\$ 18 176 00	
3	Silt Fence (if Required)	LF	1 000 00	\$ 2 00	\$ 2 000 00	7 520 00	\$ 15 040 00		\$		\$	7 520 00	\$ 15 040 00	
4	Temporary Seed and Mulch (if Required)	SY	25 000 00	\$ 0 50	\$ 12 500 00		\$		\$		\$		\$	
5	Tracking Pad	SF	7 000 00	\$ 5 00	\$ 35 000 00	5 500 00	\$ 27 500 00		\$		\$	5 500 00	\$ 27 500 00	
6	Manufactured Perimeter Contro (Erosion Logs)	LF	9 050 00	\$ 3 00	\$ 27 150 00	1 562 00	\$ 4 686 00		\$		\$	1 562 00	\$ 4 686 00	
7	Manufactured Ditch Check (Erosion Logs)	LF	15 00	\$ 3 00	\$ 45 00		\$		\$		\$		\$	
8	Inlet Protection Type C	EA	10 00	\$ 60 00	\$ 600 00	3 00	\$ 180 00		\$		\$	3 00	\$ 180 00	
9	Erosion Mat, Class 1 Type A (if Required)	SY	3 500 00	\$ 1 70	\$ 5 950 00		\$		\$		\$		\$	
10	Erosion Mat, Class 2 Type B (if Required)	SY	500 00	\$ 2 50	\$ 1 250 00		\$		\$		\$		\$	
11	Clearing Grubbing and Tree Removal	LS	1 00	\$ 21 000 00	\$ 21 000 00	1 00	\$ 21 000 00		\$		\$	1 00	\$ 21 000 00	
12	Full Depth Pavement Saw Cutting	LF	550 00	\$ 4 00	\$ 2 200 00	516 00	\$ 2 064 00		\$		\$	516 00	\$ 2 064 00	
13	Excavation Below Subgrade Pipelines	CY	250 00	\$ 11 5 00	\$ 2 875 00	23 53	\$ 2 705 95		\$		\$	23 53	\$ 2 705 95	
14	Sanitary Sewer 8 inch SDR 35 PVC Pipe w/Granular Backfill	LF	24 00	\$ 230 00	\$ 5 520 00	24 00	\$ 5 520 00		\$		\$	24 00	\$ 5 520 00	
15	Sanitary Sewer 8-inch SDR 35 PVC Pipe w/Spoil Backfill	LF	350 00	\$ 60 00	\$ 21 000 00	350 00	\$ 21 000 00		\$		\$	350 00	\$ 21 000 00	
16	Sanitary Sewer 8-inch Pressure Rated C-900 DR18 PVC Pipe w/Spoil Backfill	LF	350 00	\$ 70 00	\$ 24 500 00	350 00	\$ 24 500 00		\$		\$	350 00	\$ 24 500 00	
17	Sanitary Sewer 12 inch SDR 35 PVC Pipe w/Spoil Backfill	LF	140 00	\$ 122 00	\$ 17 080 00	140 00	\$ 17 080 00		\$		\$	140 00	\$ 17 080 00	
18	Sanitary Sewer 12 inch Pressure Rated C 900 DR18 PVC Pipe w/Granular Backfill	LF	720 00	\$ 280 00	\$ 201 600 00	720 00	\$ 201 600 00		\$		\$	720 00	\$ 201 600 00	
19	Sanitary Sewer 12 inch Pressure Rated C-900 DR14 PVC Pipe w/Granular Backfill	LF	732 00	\$ 1 125 00	\$ 823 500 00	732 00	\$ 823 500 00		\$		\$	732 00	\$ 823 500 00	
20	Sanitary Sewer 12 inch Pressure Rated C-900 DR18 PVC Pipe w/Spoil Backfill	LF	1 996 00	\$ 130 00	\$ 259 480 00	1 996 00	\$ 259 480 00		\$		\$	1 996 00	\$ 259 480 00	
21	Sanitary Sewer 15-inch SDR 35 PVC Pipe w/Slurry Backfill	LF	14 00	\$ 2 275 00	\$ 31 850 00	14 00	\$ 31 850 00		\$		\$	14 00	\$ 31 850 00	
22	Sanitary Force Main 8-inch w/Slurry Backfill	LF	915 00	\$ 300 00	\$ 274 500 00	915 00	\$ 274 500 00		\$		\$	915 00	\$ 274 500 00	
23	Sanitary Force Main 8 inch w/Granular Backfill	LF	2 820 00	\$ 210 00	\$ 592 200 00	2 820 00	\$ 592 200 00		\$		\$	2 820 00	\$ 592 200 00	
24	Sanitary Force Main 8 inch w/Spoil Backfill	LF	6 045 00	\$ 55 00	\$ 332 475 00	6 051 00	\$ 332 805 00		\$		\$	6 051 00	\$ 332 805 00	
25	Force Main Valves 8 Inch	EA	4 00	\$ 5 000 00	\$ 20 000 00	4 00	\$ 20 000 00		\$		\$	4 00	\$ 20 000 00	
26	Air Release Structure	EA	2 00	\$ 25 000 00	\$ 50 000 00	2 00	\$ 50 000 00		\$		\$	2 00	\$ 50 000 00	
27	Connect 8-inch Dual Force Mains to Pump Station Site Piping After Pump Station is Operational	LS	1 00	\$ 7 500 00	\$ 7 500 00	1 00	\$ 7 500 00		\$		\$	1 00	\$ 7 500 00	
28	Sanitary Manhole 48-inch	VF	169 00	\$ 190 00	\$ 32 110 00	166 17	\$ 31 572 30		\$		\$	166 17	\$ 31 572 30	
29	Sanitary Manhole Outside Drop 48-inch	VF	33 00	\$ 260 00	\$ 8 580 00	31 85	\$ 8 281 00		\$		\$	31 85	\$ 8 281 00	
30	Sanitary Manhole 72 inch	VF	97 00	\$ 400 00	\$ 38 800 00	95 21	\$ 38 084 00		\$		\$	95 21	\$ 38 084 00	
31	Sanitary Manhole Outside Drop 72 inch	VF	33 00	\$ 580 00	\$ 19 140 00	31 25	\$ 18 125 00		\$		\$	31 25	\$ 18 125 00	
32	Internal/External Sanitary Manhole Chimney Seal	EA	17 00	\$ 1 200 00	\$ 20 400 00	17 00	\$ 20 400 00		\$		\$	17 00	\$ 20 400 00	
33	Manhole Lining	VF	26 00	\$ 380 00	\$ 9 880 00	24 00	\$ 9 120 00		\$		\$	24 00	\$ 9 120 00	
34	Water Main 8-inch w/Granular Backfill	LF	35 00	\$ 200 00	\$ 7 000 00	17 00	\$ 3 400 00		\$		\$	17 00	\$ 3 400 00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 7 FINAL (DRAFT)

Application Period		Application Date									
October 24 2020 September 3 2021		9/3/2021									
For (Project)		Owner's Contract No									
S. Hickory Street Corridor Utility Improvements		58-10013.200									
Engineer's Project No		Engineer's Project No									
A	B	C	D	E	F	G	H	I	J	K	L
Item No	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously Estimated Quantity Installed	Value of Work Installed (\$)	Work Completed This Period Estimated Quantity Installed	Value of Work Installed (\$)	Total Work Completed Estimated Quantity Installed	Value of Work Installed (\$)
35	Water Main 12 Inch w/Granular Backfill	LF	670.00	\$140.00	\$ 93,800.00	670.00	\$ 93,800.00		\$	670.00	\$ 93,800.00
36	Water Main 16-Inch w/Granular Backfill	LF	807.00	\$200.00	\$ 161,400.00	807.00	\$ 161,400.00		\$	807.00	\$ 161,400.00
37	Water Main 6 Inch w/Spoil Backfill	LF	70.00	\$150.00	\$ 10,500.00	68.00	\$ 10,200.00		\$	68.00	\$ 10,200.00
38	Water Main 12 Inch w/Spoil Backfill	LF	470.00	\$95.00	\$ 44,650.00	470.00	\$ 44,650.00		\$	470.00	\$ 44,650.00
39	Water Main 16 Inch w/Spoil Backfill	LF	2,640.00	\$105.00	\$ 266,700.00	2,544.50	\$ 267,172.50		\$	2,544.50	\$ 267,172.50
40	Hydrant Lead 6 Inch w/Granular Backfill	LF	105.00	\$145.00	\$ 15,225.00	112.00	\$ 16,240.00		\$	112.00	\$ 16,240.00
41	Hydrant Lead 6-Inch w/Spoil Backfill	LF	65.00	\$92.00	\$ 5,980.00	63.50	\$ 5,842.00		\$	63.50	\$ 5,842.00
42	Hydrant Assembly	EA	17.00	\$4,700.00	\$ 79,900.00	17.00	\$ 79,900.00		\$	17.00	\$ 79,900.00
43	Hydrant Extensions 48-Inch	EA	15.00	\$1,500.00	\$ 22,500.00	15.00	\$ 22,500.00		\$	15.00	\$ 22,500.00
44	Water Main Valves 8-Inch Gate	EA	12.00	\$1,700.00	\$ 20,400.00	10.00	\$ 17,000.00		\$	10.00	\$ 17,000.00
45	Water Main Valves 12 Inch Gate	EA	6.00	\$2,900.00	\$ 17,400.00	7.00	\$ 20,300.00		\$	7.00	\$ 20,300.00
46	Water Main Valves 16-Inch Butterfly	EA	10.00	\$3,600.00	\$ 36,000.00	10.00	\$ 36,000.00		\$	10.00	\$ 36,000.00
47	Water Service 1 1/4 Inch w/Spoil Backfill	LF	22.00	\$54.00	\$ 1,188.00	13.50	\$ 729.00		\$	13.50	\$ 729.00
48	1 1/4 Inch Tap Saddle and Corporation Valve	EA	1.00	\$300.00	\$ 300.00	1.00	\$ 300.00		\$	1.00	\$ 300.00
49	1 1/4 Inch Curb Valve and Valve Box	EA	1.00	\$300.00	\$ 300.00	1.00	\$ 300.00		\$	1.00	\$ 300.00
50	Pipe Insulation	LF	1,155.00	\$10.00	\$ 11,550.00	1,142.00	\$ 11,420.00		\$	1,142.00	\$ 11,420.00
51	Permanent Drainage Tile Reconnection	EA	9.00	\$750.00	\$ 6,750.00	2.00	\$ 1,500.00		\$	2.00	\$ 1,500.00
52	Remove and Replace Concrete Curb and Gutter	LF	65.00	\$95.00	\$ 6,175.00	31.00	\$ 2,945.00		\$	31.00	\$ 2,945.00
53	Remove and Replace Asphaltic Concrete Pavement	SF	7,260.00	\$7.00	\$ 50,820.00	5,911.00	\$ 41,377.00		\$	5,911.00	\$ 41,377.00
54	Replace Disturbed Pavement Markings	LS	1.00	\$3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$	1.00	\$ 3,000.00
55	Topsoil Seed Fertilizer and Mulch (Public Right-of-Way)	SY	390.00	\$24.00	\$ 9,360.00	488.00	\$ 11,712.00		\$	488.00	\$ 11,712.00
56	Topsoil Seed Fertilizer and Mulch (Easement on Wendt)	SY	39,825.00	\$3.00	\$ 119,475.00	37,460.00	\$ 112,380.00		\$	37,460.00	\$ 112,380.00
57	Topsoil Seed Fertilizer and Mulch (Easement on JHB)	SY	13,610.00	\$3.50	\$ 47,635.00	13,307.00	\$ 46,874.50		\$	13,307.00	\$ 46,874.50
58	Topsoil Seed Fertilizer and Mulch (Easement on MLG)	SY	7,100.00	\$4.00	\$ 28,400.00	6,806.00	\$ 27,224.00		\$	6,806.00	\$ 27,224.00
59	Topsoil Seed and Mulch (Welland Restoration)	SY	395.00	\$12.00	\$ 4,740.00	305.00	\$ 3,660.00		\$	305.00	\$ 3,660.00
60	Topsoil Seed and Mulch (Woodland Restoration)	SY	8,215.00	\$4.00	\$ 32,860.00	7,844.00	\$ 31,376.00		\$	7,844.00	\$ 31,376.00
TOTAL BID ITEMS 1-60					\$4,058,768.00		\$ 3,961,371.25		\$ 4,550.00		\$ 3,965,921.25
ADDITIONAL ITEMS											
CO 1	Additional Thickness of HMA Replacement on Oakwood Rd	SF		\$ 2.33			\$	5,911.00	\$ 13,772.63	5,911.00	\$ 13,772.63
							\$		\$		\$
							\$		\$		\$
							\$		\$		\$
							\$		\$		\$
TOTAL ADDITIONAL ITEMS					\$ -		\$ -		\$ 13,772.63		\$ 13,772.63
TOTAL ALL ITEMS					\$4,058,768.00		\$ 3,961,371.25		\$ 18,322.63		\$ 3,979,693.88

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION TO ISSUE CHANGE ORDER NO. 2 TO SUPER EXCAVATORS, INC. FOR
THE SOUTH HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS PROJECT
SAVINGS IN THE AMOUNT OF \$79,074.12

WHEREAS, Super Excavators, Inc. was awarded the construction of the S. Hickory Street Corridor Utility Improvements located in Tax Increment District No. 4 (TID 4) for \$4,058,768.00; and

WHEREAS, the project was successfully completed without any major deviations in the project scope; and

WHEREAS, a final audit of installed quantities indicates a savings of \$79,074.12 for a total project cost of \$3,979,693.88.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Super Excavators, Inc. be issued a final change order in a savings of \$79,074.12 for the contract for the Franklin Corporate Park – S. Hickory Street Corridor Utility Improvements 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 _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 21, 2021
REPORTS & RECOMMENDATIONS	RESOLUTION TO AUTHORIZE AMENDMENT 5, TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR IMPROVEMENTS TO EXISTING MEDIAN IN W. OAKWOOD ROAD IN THE AMOUNT OF \$28,100	ITEM NUMBER G.11.

BACKGROUND

Ruekert & Mielke (R&M) has been assisting the City with the development of the Franklin Corporate Park in the vicinity of S. 27th Street, W. Oakwood Road, W. South County Line Road, and the Root River. Tax Increment District (TID) No. 8 has been created for this same area. On November 2, 2020, the Common Council authorized Ruekert & Mielke, Inc. to perform a preliminary design for this road to assist potential developers. Most recently, on November 16, 2021, R&M was authorized to complete phase 2- final design and bidding of S. Hickory Street from W. Elm Road to W. Oakwood Road.

There are two other developments occurring along W. Oakwood Road between S. 27th Street and S. Hickory Lane. The nature of the developments are such that they cannot share a driveway entrance. Staff has sketched out a solution that both developments are amiable to adopt in their plans but will require reconfiguration of the median in W. Oakwood Road. This median work is similar to work required for the median work needed for S. Hickory Street.

ANALYSIS

R&M can include this new median work when S. Hickory Street is bid without adding any additional unit price items. In addition to the design efforts, new survey will need to be collected to supplement survey already completed for the S. Hickory Street design efforts. Using adopted hourly rates and reimbursable expenses, the total cost for these services are estimated to be \$28,100.

Ruekert & Mielke has performed well on all tasks in the Franklin Corporate Park to date and there is no reason to change consultants.

OPTIONS

Accept or Reject Resolution authorizing Ruekert & Mielke to proceed with the design.

FISCAL NOTE

These costs may be added in the financing of Tax Increment District No. 8.

COUNCIL ACTION REQUESTED

Authorize Resolution 2021-_____ a resolution to authorize Amendment 5, to Task Order 5 to Ruekert & Mielke, Inc. for improvements to existing median in W. Oakwood Road in the amount of \$28,100.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021- _____

RESOLUTION TO AUTHORIZE AMENDMENT 5, TO TASK ORDER 5 TO
RUEKERT & MIELKE, INC. FOR IMPROVEMENTS TO
EXISTING MEDIAN IN W. OAKWOOD ROAD IN THE AMOUNT OF \$28,100

WHEREAS, Franklin is developing a Franklin Corporate Park in the southeast corner of the City known as Tax Increment District 8 (TID8) through resolution 2020-7620; and

WHEREAS, Ruekert & Mielke is performing several professional services for TID8, including, but not limited to improvements of W. Elm Road and S. Hickory Street; and

WHEREAS, there is a need for median work to the east of S. Hickory Street on W. Oakwood Road similar to S. Hickory Street improvements; and

WHEREAS, it is most convenient to have Ruekert & Mielke add the additional median work to the current S. Hickory Street work; and

WHEREAS, task order 5 of the Ruekert & Mielke agreement needs modification because of scope changes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Ruekert & Mielke be authorized to perform Amendment 5, to Task Order 5 for improvements to existing median in W. Oakwood Road in the amount of \$28,100

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 _____

Amendment 5 To Task Order No. 5 - consisting of 6 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a. Effective Date of Task Order 5: June 5, 2018
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

- a. Engineer shall perform the following Additional Services to design and publicly bid improvements to the existing median of Oakwood Road in the vicinity of the westerly existing driveway entrance to the Ascension SE Wisconsin Hospital to accommodate new driveway entrances into two proposed developments on the south side of Oakwood Road.
- b. The improvements to the median of Oakwood Road will be combined with the S Hickory Street Pavement Improvements already being designed and bid out as one construction project.
- c. Scope of professional services to include:
 - Topographic survey of portion of Oakwood Road corridor using drone technology.
 - Coordinate with engineer for developer of developments along south side of Oakwood Road east of S. Hickory Street.
 - Design of pavement and utility improvements to median in Oakwood Road.
 - Design modifications to existing street lighting system along Oakwood Road.
 - Prepare temporary traffic control plan.
 - Modify construction drawings for S. Hickory Street to incorporate new drawings for improvements to median in Oakwood Road.
 - Modify technical specifications and bidding documents for S. Hickory Street to incorporate requirements for improvements to median in Oakwood Road.
 - Coordinate with utility companies that have existing facilities within the work zone.
 - Develop quantities and prepare detailed construction cost estimate.
 - Provide revised draft construction drawings, technical specifications, bidding documents and construction cost estimate to City Staff and developer teams for review.
 - Address preliminary design review comments from City.
 - Additional bidding services as needed for bidding improvements together with S. Hickory Street Pavement Improvements as one construction project
- d. Other Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: None.

Amendment to Task Order

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- e. Services specifically excluded from this amendment because they are already completed or determined to be unnecessary for the scope of this amendment are as follows.
- Wetland investigations and delineations of the project site.
 - Traffic impact analyses, geotechnical investigations, environmental site assessments, environmental investigations, floodplain investigations, historical investigations and cultural investigations
 - Property boundary surveys.
 - Tax Incremental Financing District planning or administration.
 - Special Assessments.
 - Environmental permits and approvals from the DNR and the USACOE.
 - Compensatory mitigation plans for impacted environmental resources for local, state or federal purposes.
 - Separate MMSD Chapter 13 approval application.
 - Separate Natural Resource Protection Plan (NRPP) and Natural Resource Special Exemption (NRSE) for impacts to natural resources (if required).
 - Separate application for a construction site stormwater discharge permit (NOI) from DNR.
 - Construction phase services.
- f. The responsibilities of Owner with respect to the Task Order are modified as follows.
- Provide details of preferred construction materials to be used
 - Negotiations and agreements with landowners.
 - Expedite City review and approval processes.
 - Pay permit and approval application fees.
 - Provide Project Manager to coordinate Owner's activities.
 - Provide legal services as required for Project.
 - Attend Project meetings.
 - Coordinate with City financial and insurance advisors.
- g. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
- Ruckert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
 - Basic Services for Oakwood Road Median Improvements – Design and Bidding: \$28,100.00.
 - The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C
- h. The schedule for rendering services under this Task Order is modified as follows
- Oakwood Road Median Improvements – Design and Bidding services will commence upon authorization and will follow the schedule set forth for services provided under Amendment 4 to Task Order 5 (Final Design of S. Hickory Street Pavement Improvements).

3. Other Modifications to Agreement and Exhibits:

- a. Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2021
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2021.

4. Attachments:

- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2021.
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2021.

5. Consultants retained as of the Effective Date of the Task Order:

- Grindeland Engineering – Street Lighting and Electrical Consulting & Design

6. Task Order 5 Summary (Reference Only)

a.	Original Task Order amount:	\$ 1,201,850.00
b.	Net change for prior amendments:	\$ 335,464.00
c.	This amendment amount:	\$ 28,100.00
d.	Adjusted Task Order amount:	\$ 1,565,414.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Amendment to Task Order

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and American Society of Civil Engineers. All rights reserved.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 21, 2021.

OWNER:

By: _____

Name: Stephen R. Olson

Title: Mayor

Date _____

Signed: _____

By: _____

Name: Sandra L. Wesolowski

Title: City Clerk

Date _____

Signed: _____

By: _____

Name: Paul Rotzenberg

Title: Director of Finance and Treasurer

Date _____

Signed: _____

APPROVED AS TO FORM:

By: _____

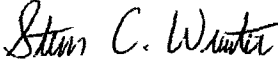
Name: Jesse A. Wesolowski

Title: City Attorney

Date _____

Signed: _____

ENGINEER:

By:  Digitally signed by Steven C Wurster
Date 2021.12.17 08:37:04 -06'00'

Name: Steven C. Wurster, P.E. (WI, IL)

Title: Vice President/COO

Date _____

Signed: December 17, 2021

Amendment to Task Order

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Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2021

MISCELLANEOUS

Mileage

For Engineers and Technicians	61/mile
For Construction Review Technicians	65/mile
For Survey Crews	82/mile

Print Productions	.50/sq foot
Color copies	50/page
B&W copies	20/page
Color plots	2 50/sq. foot
Scanning	60/scan
GPS equipment	135.00/day
ATV fee	125 00/day
Robotics equipment	135 00/day

Appendix 2 to Exhibit C – Standard Hourly Rates Schedule – 2021

STANDARD HOURLY RATES

ENGINEERING SERVICES

Engineer 1	\$ 107.00
Engineer 2	125 00
Engineer 3	134 00
Engineer 4 (Project Engineer)	153.00
Engineer 5 (PM)	163 00
Engineer 6 (Senior PM)	179 00
Engineer 7 (Team Leader)	197 00
Engineer 8 (President/VP's)	201 00
Engineer 9 (Company CEO)	255 00
Engineer Technician 1	102.00
Engineer Technician 2	112 00
Engineer Technician 3	124.00
Senior Engineer Technician	147.00

PROFESSIONAL CONSULTING SERVICES

Hydraulic Modeler	137.00
Senior Hydraulic Modeler	180.00
Ecologist / Biologist 1	100 00
Ecologist / Biologist 2	124.00
Senior Ecologist / Biologist	179.00
Economic Consultant 2	142.00
Economic Consultant 3	152.00
Senior Economic Consultant	198 00
IT/GIS Technician 1	100.00
IT/GIS Technician 2	111.00
IT/GIS Analyst 1	125.00
IT/GIS Analyst 2	141.00
IT/GIS Analyst 4	170.00
Asset Management Consultant	186.00
SCADA Analyst	170.00
Senior SCADA Analyst	184 00

SURVEYING SERVICES

Surveying Technician	\$ 94.00
Crew Chief/Surveyor	129 00
Professional Surveyor	142 00

STANDARD HOURLY RATES

CONSTRUCTION REVIEW SERVICES

Construction Review Technician 1	\$ 79 00
Construction Review Technician 2	94 00
Senior Construction Review Technician	108 00
Construction Review Manager	136.00
<i>Note. Overtime rates will be 120% of standard rate for construction review services</i>	

ADMINISTRATIVE SERVICES

Administrative Assistant	80.00
Certified Public Accountant (Company CFO)	191.00

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 21, 2021
Reports & Recommendations	PUBLIC POLICY 3-2021 PRIVATE PROPERTY INFLOW AND INFILTRATION (PPII) REDUCTION POLICY	ITEM NO. G.12.

BACKGROUND

On May 18, 2021, the Common Council directed “...staff to submit a Statement of Intent to Milwaukee Metropolitan Sewer District allocating City of Franklin’s Milwaukee Metropolitan Sewer District Private Property Infiltration Inflow funds toward drafting a Private Property Infiltration and Inflow (PPII) reduction policy and program for the City of Franklin to perform home inspections and partial reimbursement of repairs, and direct Staff to create a committee of internal stakeholders to assist with drafting, reviewing, and implementing the policy/program.”

ANALYSIS

An internal committee representing the City departments of Utility, Finance, Inspection Services, and Engineering was formed with consultants and Alderwoman Hanneman. This committee met twice and provided input via email. The Board of Public Works (BOPW) discussed the resulting proposed policy/program at three meetings and on December 14, 2021, recommended that the Common Council adopt the attached Public Policy.

Platypus has been closely connected with the progress of this work and is ready to start working on a messaging/awareness campaign. That contract is expected to be presented in January 2022. All agree that messaging this policy/program is vital to the success. Milwaukee Metropolitan Sewerage District (MMSD) has offered to assist in funding more messaging than the typical PPII program. The details of the MMSD funding in this area are yet to be finalized.

One common question is regarding the eligible MMSD funding for the residents to make repairs. Attached is a summary of the financial incentives in the MMSD Pipe Check Program.

OPTIONS

Approve or Deny

FISCAL NOTE

This program will be funded primarily with accumulated/accumulating MMSD funds earmarked to Franklin for this purpose. The additional funding from the Sewer Utility are dependent on the extent of messaging needed.

RECOMMENDATION

Motion to direct Staff to implement Public Policy 3-2021, Private Property Inflow and Infiltration (PPII) reduction policy

Engineering Department: GEM



PIPE CHECK PROGRAM

Do you get water in your basement?

Do you find yourself cleaning
your lateral out every year?

We can help!



The Milwaukee Metropolitan Sewerage Districts' (MMSD) Pipe Check program provides financial incentives to help homeowners cover a portion of the costs to eliminate clear water from entering the sanitary lateral, therefore decreasing the risk of a basement backup.

Water in your basement can be caused by rain or groundwater, also known as clear water, overwhelming your sanitary lateral pipe causing sewage and water to back up in your basement. Sources of clear water include connected downspouts and foundation drains. Defects in your lateral such as cracks, holes, and roots also allow clear water into your lateral. All of these sources increase the likelihood of basement backups.

The first step in participating in the Pipe Check program is having a Clear Water Evaluation completed by a program Approved Contractor.

A Clear Water Evaluation identifies sources of clear water discharging to your sanitary lateral. Following the Clear Water Evaluation, the contractor reviews the results and program requirements, and recommends work to be completed.

Improvements in your home's sewer pipes, which connect to the greater sewer system, will help MMSD reduce the risk of basement backups for you, your neighbors, and prevent overflows into Lake Michigan.

PARTICIPATION REQUIREMENTS

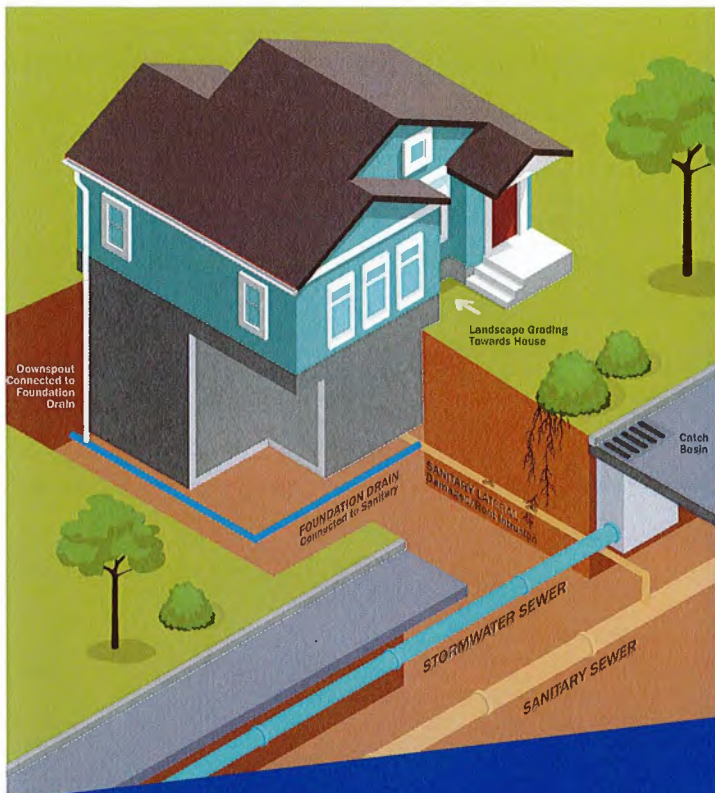
Participants must meet the following requirements to participate in the Pipe Check program:

- Property is located within MMSD service area (visit mmsd.com/about-us for a map)
- Home is a one or two family home
- No income requirement to participate
- A Clear Water Evaluation is completed by an Approved Contractor
- W-9 is submitted to MMSD (Note: The value of the financial incentive is taxable. MMSD will provide a 1099 at the end of the year.)
- Participation waiver signed by homeowner
- An Approved Contractor completes all required work identified in the Clear Water Evaluation

**Milwaukee Metropolitan
Sewerage District (MMSD)**
260 W Seeboth Street
Milwaukee, WI 53204

Rebecca Specht, P.E.
Phone: 414-225-2162
E-mail: RSpecht@MMSD.com





HOW DOES THE PROGRAM WORK?

1. Homeowner contacts an Approved Contractor
2. Approved Contractor completes a site visit and a Clear Water Evaluation
3. Contractor reviews the results of the Clear Water Evaluation and the program's participation requirements with the homeowner
4. If the homeowner agrees to the identified work and their portion of the total costs, the homeowner can choose to sign a contract with the Approved Contractor to have the work completed
5. The full scope of work is completed to the satisfaction of the homeowner and the requirements of the Pipe Check program
6. The Pipe Check program pays the incentives directly to the Approved Contractor
7. The Pipe Check Approved Contractor bills the homeowner the remaining portion of the work, per the requirements of the contract
8. The homeowner pays the Approved Contractor the remaining amount due

FINANCIAL INCENTIVES

Financial incentive is based on the findings of the Clear Water Evaluation by an Approved Contractor and will not cover the full cost of the project. MMSD reduces the total project costs by the following amounts.

Foundation Drain Disconnection	\$1,500
<i>Install sump pump & discharge piping, disconnect foundation drain from sanitary sewer lateral, and remove existing palmer valve</i>	
Remove Palmer Valve, Only	\$350
<i>Identify location of palmer valve, remove existing palmer valve, cap foundation drain, and restore site</i>	
Reroute Existing Sump Pump Discharge	\$300
<i>Disconnect existing sump pump discharge piping and reroute to a building code compliant location</i>	
New Storm Lateral, Connected to Existing Storm Sewer	\$1,000
<i>A new storm lateral is installed from the house to an existing storm sewer</i>	
Disconnect Downspouts	\$25 each
<i>Disconnect existing gutter downspouts from sanitary sewer and reroute to discharge to yard or storm lateral (max of 4)</i>	
Full Lateral Replacement	\$4,000-\$5,000
<i>Lateral replacement from the house to the sanitary main completed via open cut or pipe bursting.</i>	
Lateral Lining	\$1,500
<i>A cured in place pipe (CIPP) is installed in the lateral from under the home to the connection at the sanitary sewer mainline</i>	

WHAT IS AN APPROVED CONTRACTOR?

An Approved Contractor is selected by MMSD through an assessment of their technical skills, experience, and customer service which qualify them to participate in the program. An approved contractor must be used by the homeowner to be eligible for the financial incentives.

APPROVED CONTRACTORS

Gene Wagner Plumbing Co., Inc.
414-541-9217 | genewagnerplumbing.com

Mid City Corporation
262-330-5858 | midcitycorp.us

Milwaukee Plumbing & Piping, Inc.
414-257-9000 | milwplumbing.com

Mr Rooter
262-320-4822 | mrrooter.com

For additional information on the Pipe Check Program and managing water on your property, see mmsd.com/pipecheck





PRIVATE PROPERTY INFLOW AND INFILTRATION (PPII) REDUCTION POLICY

1.00 **POLICY PURPOSE**

This Policy aides in finding and removing sources of excessive clear water (infiltration and inflow) entering the sanitary sewer system from private residential home properties in the City of Franklin (City)

2.00 **ORGANIZATIONS AND PERSONS AFFECTED**

This Policy addresses compliance with Plumbing Codes for one & two-family dwelling properties within the City connected to the City Sewer Utility (Sewer Utility) and the Milwaukee Metropolitan Sewerage District (MMSD) sanitary sewer collection and conveyance systems.

Properties using on-site septic disposal systems, septic holding tanks, or other alternate wastewater systems are not affected by this Policy.

Commercial, industrial, institutional, and other property types in the City are not affected by this Policy.

This Policy does not supersede nor bypass other regulatory plumbing code requirements enforced by the City Building Inspection Services.

This Policy does not preclude the City from developing and implementing other efforts in finding and removing sources of excessive clear water from the sanitary sewer collection and conveyance systems.

3.00 **REFERENCES**

Franklin Municipal Code

Chapter 190 Plumbing Standards

§ 190-24 Construction and installation of sewer and drain pipes.

E. Rain, surface water and garage drainage

4.00 **DEFINITIONS**

Infiltration: Indirect sources of clear water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

Inflow: Direct sources of clear water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited

to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

Private Property Inflow and Infiltration (PPII): Direct and indirect sources of clear, non-wastewater that originates on private property.

5.00 **POLICY SPECIFICS – Procedure**

5.01 Affected Properties

- 1) **Prioritized Property Owners.** Staff will use reasoning methods to target and prioritize properties believed to be a high probability for PPII issues. Reasoning methods may include, but are not limited to: sewer basins with known high wet weather flows; housing stock of a certain age that is demonstrated to have PPII issue; or proximity to other public infrastructure projects. Criteria used to prioritize properties will be published on the City website.
- 2) **Voluntary Property Owners.** This program is open to any and all single family/duplex property owners. Voluntary participation is encouraged and acceptable. Anyone interested may contact City staff to arrange a consult.

5.02 Policy Process:

- 1) City will create an awareness campaign and assist in development of materials for messaging, contacting and soliciting Affected (Prioritized and Voluntary) Property Owners.
- 2) City will employ a Clearwater Evaluator Investigation Consultant(s) to perform investigations of plumbing and sanitary laterals for Affected Properties.
- 3) City shall notify Prioritized Property Owners when an investigation is required and establish a deadline for a response.
- 4) Voluntary Property Owners may schedule an investigation at any time.
- 5) Affected Properties shall schedule an investigation by the Investigation Consultant. Investigation will involve interior and exterior examination of plumbing fixtures. Investigations shall be limited to plumbing issues involving inflow and infiltration.
- 6) Investigation Consultant(s) shall perform investigations of plumbing and sanitary laterals for Affected Properties as scheduled.
- 7) At the time of the investigation, the Investigation Consultant shall provide a written notice to the Affected Property Owner documenting any found violations.
- 8) Affected Property Owner shall make repairs to remediate the violations. Property Owner must document cost spent on the repair.

All repairs must comply with applicable Wisconsin State Plumbing Codes and Franklin Inspection Services rules and procedures for obtaining permits. Closeout of a permit will document compliance with the repair requirement.

- 9) City shall document Property's compliance with the Policy
- 10) City, or its designated consultant, shall provide recordkeeping to MMSD for documentation and reimbursement purposes.

5.03 Policy Timelines / Deadlines

- 1) City will develop the Policy details and implement the Policy in the first quarter 2022.
- 2) Within thirty (30) days of notification, the Prioritized Property Owner shall schedule investigation with an Investigation Consultant.
- 3) Voluntary Property Owners may schedule an investigation at any time.
- 4) Identified non-lateral repairs, when found, shall be completed, or show proof of scheduled work, within sixty (60) days of investigation for Prioritized Property Owners or one hundred and twenty (120) days for Voluntary Property Owners.
- 5) Identified lateral repairs, when found, shall be completed, within one (1) year of investigation for Prioritized Property Owners or two (2) years for Voluntary Property Owners.
- 6) Failure to comply with investigation or repair time frames at any time during will result in an excess charge of \$60 for the corresponding quarterly sewer bill for the Affected Property.
- 7) This Policy is expected to remain in effect for as long as the City's allocation of MMSD's PPII program remains funded. There is no guarantee that this program will remain in effect indefinitely as budget conditions change

6.00 **POLICY SPECIFICS – Financial Responsibilities**

6.01 Funding

- 1) Funding for the Messaging, Investigations, MMSD, and City Staff management of the Policy will be from a combination of funds from the MMSD PPII program and the annual budget of the Sewer Utility.
- 2) Funds from the excess charges will be deposited in the Sewer Utility annual budget for further implementation of this Policy.
- 3) Property Owners are fully responsible for repairs identified in the investigation. However, the City will direct property owners to MMSD's Pipe Check Program that provides financial and technical assistance in bringing non-compliant PPII issues into compliance. The Pipe Check Program has limited funding and eligibility includes a first-come, first-served component.
- 4) The City may elect to use MMSD and excessive charge funds to complete other PPII reduction efforts

7 00 **RETENTION**

- 7.01 Staff shall develop a set of Guidelines for implementation of this Policy. These Guidelines shall be initially reviewed by the City's Board of Public Works in conjunction with this Policy and shall be updated periodically as the Policy details evolves and changes based on effectiveness and budget parameters.

- 7 02 Policy Review Period: This Policy shall be reviewed at least every 3 years. Established in November 2021, next review no later than November 2024.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Amendment No. 3 to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC to Set the Contract Amount for 2022</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.13.</p>

Since January 1, 2019, the Inspection Services Department has been managed by Southeast Inspection Management Services, LLC, with Scott Satula as the principal of the LLC. The contract is ongoing, but it provides that the City and the LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement. The contract provides for an annual increase in an amount and following a timeline that is "at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel". An amendment to the contract is prescribed to be used for adjustments, hence this request for a 2.15% increase for 2022.

As a contracted service, the City has no obligation to pay employee benefits, including employer taxes, retirement, and insurance. It does not, however, mean that the LLC has no such obligations. Upon review of the third year of operations, due to the ongoing exceptional performance of the principal of the LLC during 2021, the Mayor and Director of Administration recommend approval of a reasonable market increase adjustment equal to approximately 2.15% for 2022.

There are sufficient appropriations in the 2022 operating budget to cover the full cost of the contract amendment. The contract amendment is attached in a "marked-up" format, with the executed contract to be in a clean form. The full current contract is attached for reference.

COUNCIL ACTION REQUESTED

Motion to approve Amendment No. 3 to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC, setting the contract amount for 2022, and authorize the Director of Administration to execute the contract amendment effective January of 2022 and administer the agreement.

**AMENDMENT #2-3 (~~November 17, 2020~~December 21, 2021) To the
SERVICE CONTRACT Between The City of Franklin And
Southeast Inspection Management Services, LLC**

WHEREAS, the City of Franklin (the City) and Southeast Inspection Management Services, LLC (the LLC) previously entered into a Service Contract, executed December 2018, which agreement provides, in relevant part, that "the City and LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement," which adjustment is distinct from the provision for a periodic adjustment(s), effective January 1, ~~2021~~2022, "at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel"

WHEREAS, the City and the LLC have met and determined such an amendment-based adjustment is warranted based upon the exceptional performance of the LLC and based upon other such considerations as each party may determine is relevant to the mutual approval of this amendment.

Now, therefore, the City and the LLC agrees as follows:

1. The City responsibility identified as 1. a. shall be amended as follows:
 - a. The City will pay Southeast Inspection Management Services LLC ~~\$4,576~~\$4,674 every 2 weeks commencing ~~January 15, 2021~~January 14, 2022 (covering the period ~~January 2, 2021 through January 15, 2021~~January 1, 2022 through January 14, 2022) for its services or a base payment of ~~\$118,976~~\$121,524 per year, except as otherwise provided for herein.

2. The City responsibility identified as 1. b. shall be amended as follows:
 - b. Effective January 1, 2022, and related to any such described adjustment first implemented thereafter (meaning a May ~~2021~~2022 pay plan adjustment would not affect this contract), the City will increase its payment in an amount and following a method (for example, percentage or flat rate) and timeline that is at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel or, absent such change to the pay plan structure, any across-the-board increase provided to (non-sworn) supervisory personnel.

IN WITNESS WHEREOF, the Parties have set their hands and seals as specified.

CITY OF FRANKLIN

**SOUTHEAST INSPECTION
MANAGEMENT SERVICES, LLC**

By: _____
Stephen R. Olson, Mayor Date

By: _____
Signature

Sandra L. Wesolowski, City Clerk Date

Print Name

Peggy Steeno Date
Interim Director of Finance & Treasurer

Date

Jesse A. Wesolowski, City Attorney Date

Witness

SERVICE CONTRACT

Between

The City of Franklin

And

Southeast Inspection Management Services, LLC

The City of Franklin (the City) and Southeast Inspection Management Services LLC (the LLC) do hereby agree and enter into the following contract between one another.

Southeast Inspection Management Services LLC agrees as follows:

1. To provide management and oversight of the City of Franklin Building Inspection Department (or as it may otherwise be named at the discretion of the City) by directing or performing the following:
 - a. Fulfill the duties of Building Inspector as set forth in Wisconsin Statutes, relevant Administrative code, and the City's job description, which is attached and incorporated herein by reference.
 - b. Supervise the issuance of all City of Franklin Building Inspection Department (Building Inspection) permits, including the collection of related fees and fines.
 - c. See to the filing and retention of Building Inspection records on the City premises and in conformity with the City's requirements for such records.
 - d. Supervise and manage the employees of Building Inspection by directing or performing the following:
 - i. Assign duties to all Building Inspection employees.
 - ii. Oversee and administer all vacation, time off, and training approvals.
 - iii. Review and approve time cards.
 - iv. Review, evaluate, recognize, and discipline Building Inspection employees in conformity with all City standards.
 - e. Perform and supervise the enforcement of all Building Inspection actions and other Municipal Code violations assigned to Building Inspection, both with the aid and direction of the City of Franklin Attorney's Office.
 - f. See to the preparation and delivery of annual operating and capital budgets for Building Inspection.
 - g. Perform such other legally permissible and proper duties and functions consistent with the scope of the attached job description and the statutory duties of a Building Inspector as the Mayor, Common Council or Director of Administration shall from time to time assign.
2. To perform at a professional level of competence the functions, responsibilities, and duties set forth and incorporated herein, including, but not limited to, applying the LLC's best efforts at all times to coordinate, streamline, and make efficient Building Inspection operations. To which end, it shall be the LLC's responsibility to take the initiative in investigating areas where the operations may be coordinated, streamlined, or made more efficient and to make such recommendations to the Director of Administration.

3. To devote the time necessary to complete the duties and responsibilities normally expected of a position of Building Inspector. To that end, the LLC acknowledges the following:
 - a. that the duties and responsibilities incorporated herein will routinely require it devote time outside of normal office hours in the performance of such duties and responsibilities; however, hours remain flexible and are not fixed.
 - b. that the nature of the duties and responsibilities requires a regular presence at the Building Inspection offices or on City business-related travel on an approximate average number of 215-220 business days per year (days during which the City Hall is open for business).
 - c. that efficient coordination of services will require that the LLC notify the Director of Administration of any intended full-day absence from the Building Inspection offices to obtain a concurrence that the absence does not create a conflict for the City, in which limited instance the LLC shall make reasonable efforts to rearrange its plans to eliminate the conflict.
4. To provide periodic statements for services, in accordance with the payment provision below.
5. To comply with any City requirements regarding the evaluation of the LLC and to maintain a cell phone that provides regular and reasonable access to the Manager of the LLC, Wayne Scott Satula.
6. To terminate this agreement, without penalty, with no less than 30 days written notice delivered to the City (Mayor or Director of Administration).

The City agrees as follows:

1. To contractually engage (herein) the LLC to provide its services for the management and oversight of Building Inspection and related duties, as further described above and in accordance with the following:
 - a. The City will pay Southeast Inspection Management Services LLC \$3,964/ every 2 weeks commencing January 15, 2019 (covering the period January 1, 2019, through January 14, 2019) for its services or a base payment of \$103,064 per year, except as otherwise provided for herein.
 - b. Effective January 1, 2020, the City will increase its payment in an amount and following a timeline that is at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel or, absent such change to the pay plan structure, any across-the-board increase provided to (non-sworn) supervisory personnel.
 - c. Within 30 days of execution the City agrees to a one-time payment to the LLC of an amount not to exceed \$1,130, which represents start-up costs associated with this agreement, which amount may be deducted in full from amounts otherwise owed to the LLC, at the sole discretion of the City, should this agreement and the services provided for herein not continue for at least two years.

2. To the fullest extent permitted by law, the City shall fully indemnify and hold harmless the LLC and the Manager of the LLC from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) for all acts or omissions of the LLC and/or its Manager in the performance of the duties, services, and responsibilities performed for the City as provided for in this agreement. The intent of this language is to provide indemnity to the LLC, serving as an independent contractor, to the same extent as would be provided an employee of the City serving in this same capacity. The City shall, upon request, provide proof of primary liability insurance and primary business and auto liability insurance to Southeast Inspection Management Services LLC and its employees.
3. To provide the LLC with a 30 calendar day notice of termination of this Agreement, during which period the City may, in its sole discretion, opt not to use all or some of the LLC's services but shall remain liable to pay the LLC for that 30-day period, unless the termination of the Agreement is for cause.
4. To provide a vehicle for use by the LLC Manager during the performance of the duties and responsibilities of the LLC, which vehicle may also be used for de minimis personal use concurrent with work-related travel.
5. To pay (either directly or by means of reimbursement) for all memberships, training, travel, meals (excluding alcohol) and lodging and licensing that the LLC Manager, Wayne Scott Satula, requires to comply with and maintain his professional licensing and his reasonable and appropriate continuing education subject to submission of appropriate documentation and to authorization by the City, which authorization shall not unreasonably be withheld. Payment of amounts in excess of \$3,200 per year are solely at the discretion of the City.
6. In the event the LLC is unable to provide the services described herein for any period of time greater than three, continuous weeks (21 consecutive days), the payments required herein shall be suspended effective with the start of the third week, including any proration as necessary.

In addition to the above terms, the parties mutually agree to the following:

1. Except as provided for in City stipulation 1, above, which can be implemented by means of a notice and without an approved amendment to this agreement, the City and LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement.
2. It is the expectation and intent of the parties that the Manager of the LLC shall fulfill and shall have the full authority of the City to fulfill all of the duties and municipal responsibilities for a Building Inspector and for the department head of the City's Building Inspection Department as provided for by State Statute, the Administrative Code of the State of Wisconsin Department of Safety and Professional Services, and the City of Franklin Municipal Ordinances, including the Unified Development Ordinance. As such,

without limitation due to enumeration, the individual may issue tickets and notices, take any necessary corrective or enforcement actions, and represent the City in a court of law on such matters intended to be under that individual's authority per this Agreement.

3. The parties acknowledge that the City is considering changing the name of the Building Inspection Department and the position titles in the department, including that of Building Inspector. Any such name change shall not affect the terms or implementation of this contract, which shall remain enforced under either such naming format.

IN WITNESS WHEREOF, the Parties have set their hands and seals as specified.

CITY OF FRANKLIN

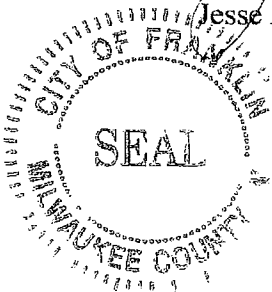
**SOUTHEAST INSPECTION
MANAGEMENT SERVICES, LLC**

By: Stephen K. Olson 12/19/18 By: [Signature]
Stephen K. Olson, Mayor Date Signature

Sandra L. Wesolowski 12/26/18 SCOTT SATULA
Sandra L. Wesolowski, City Clerk Date Print Name

[Signature] 12 19 2018 12 19 18
Paul Rotzenberg, Date Date
Director of Finance & Treasurer

[Signature] 12/26/18 _____
Jesse A. Wesolowski, City Attorney, Date Witness



<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2022</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14.</p>

Geographic Marketing Advantage, LLC has served as the City's primary consultant and business partner for GIS services. City staff is very pleased with the performance of this company and its employees, and is recommending continuing this relationship for an additional year. The owner, Todd Niedermeyer, and his employee, Brian Fausel, have been extremely responsive in addressing the City's needs, as well as remaining dedicated to continuing to move GIS forward. They have also been very active in a recent GIS hardware and software upgrade as well as the BS&A upgrade in 2021.

Staff seeks authority to execute a contract extending the term through 2022 and adjusting the rates and contract amount by the following effective January 1, 2022:

- GIS Project Manager (Todd): \$102.49, a 2.15% increase
- Technical/Mapping Support (Brian): \$72.11, a 2.15% increase

The rate adjustments are reasonable in light of market conditions, the costs of maintaining their own employee benefits, and are in line with the recommended budget. This contract is funded approximately 78% by the General Fund, with approximately 22% split between the Sewer and Water Funds.

The total contract amount of \$143,000 includes \$3,320 for "additional services" if needed that would be required to be authorized in writing. This allows for some discretionary added hours for the Information Services Director to draw on this resource if required. Other than the rate adjustment, the remaining 2022 contract is in the same form as the 2021 and prior contracts. A marked-up copy of the current contract is attached for your reference.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve the agreement with Geographic Marketing Advantage, LLC for Geographic Information System (GIS) Support and Database Maintenance Services for 2022, and authorize the Director of Administration to execute and administer the contract effective January 1, 2022.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2020/2021, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W. Elm Ct, Franklin, WI 53132.

WITNESSETH

WHEREAS, CONSULTANT is duly qualified and experienced as a consultant and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONSULTANT agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin's GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

- E. CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates. CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents. For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works; and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS. CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the “fair use” principles of the copyright law. All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of ~~\$139,122~~\$143,000, in accordance with Attachment “B” and subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay undisputed CONSULTANT’s invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed ~~\$139,122~~\$143,000 unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing. For services rendered, invoices will clearly state the percentage of work completed and the fee earned.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT’s review.
- E. CONSULTANT shall not initiate any services prior to January 1, ~~2021~~2022 and shall complete all services covered by this AGREEMENT by December 31, ~~2021~~2022, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a “Change Order Request Form” to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform the work of the CONSULTANT, and be solely responsible for communication within the CLIENT’s organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Todd Niedermeyer as CONSULTANT’s Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work performed and expenses incurred up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential AGREEMENTs for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for all actions arising under this AGREEMENT shall be the circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. TERM

This AGREEMENT shall cover a period including all of calendar year ~~2021~~2022 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

XI. AMMENDMENTS TO THE AGREEMENT

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY: _____

BY: _____

PRINT NAME: Peggy Steeno, CPA, MBA

PRINT NAME: Todd Niedermeyer

TITLE: Director of Administration

TITLE: President, Sole Member

DATE: _____

DATE: _____

Attachment A

Continued GIS Support and Services for 20212022

On-Site Management and Technical Support of GIS Operation

- ~~Monitor EditApp to determine continued effectiveness and operability and to participate, including testing and development review, in capital projects to join Govern and ESRI through a methodology as determined.~~
- Continue communications and coordination with the City's Administration and Information Technology Support Providers.
- Provide GIS technical and programming services as needed by the City.
- Setup login parameters for ArcGIS licenses.
- Support GIS database management.
- Evaluate data quality and data errors.
- Provide GIS user support.
- Produce product to support special requests, including but not limited to map development.
- Provide continued documentation, instruction and training related to GIS.
- Installation of GIS related software and software updates.
- Load new and revised GIS data.
- Provide other applicable support as needed by the City.
- Provide training on GIS applications and tools, including website tools.
- Perform GIS database updates and maintenance, including related applications, ~~such as but not limited to Signview and Sewerview (Note: City staff will also continue to perform similar and related tasks. As such, Contractor will be evaluated on this aspect based upon their accuracy and productivity in performance of this contracted service.)~~
- Work with ESRI and Cartegraph Products and Services.
- Help develop, support, and promote additional GIS applicability and use throughout City Departments.
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

**Geographic Marketing Advantage, LLC
TOTAL "NOT-TO-EXCEED" BUDGET
for
Continued On-Site Support Services And
GIS Database Updates and Maintenance**

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	\$100.33 <u>\$102.49</u>	\$80,264 <u>\$81,992</u>
Technical and Mapping Support	16	50	800	\$70.59 <u>\$72.11</u>	\$56,472 <u>\$57,688</u>
Total Estimated Expenditure					\$136,736 <u>\$139,680</u>
Available for Additional Services Authorized in Writing					\$2,386 <u>\$3,320</u>
Total "Not to Exceed"					\$139,122 <u>\$143,000</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2021

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

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

PRODUCER James Bild State Farm 8241 S 27th Street Franklin WI 53132	CONTACT NAME Julie Krueger PHONE (A/C, No, Ext) 414-761-6060 E-MAIL ADDRESS julie.krueger.vabj4z@statefarm.com FAX (A/C, No) 414-761-6061
	INSURER(S) AFFORDING COVERAGE INSURER A State Farm Fire and Casualty Company INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		99-EG-9782-6	06/03/2021	06/03/2022	EACH OCCURRENCE \$ 1 000 000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5 000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2 000,000 PRODUCTS COMP/OP AGG \$ 2 000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		299-7588-E03-40R	11/03/2021	05/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1 000 000 BODILY INJURY (Per accident) \$ 1 000 000 PROPERTY DAMAGE (Per accident) \$ 1 000,000 \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			99-GE-0566-8	11/15/2021	11/15/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	99-CM-G840-9	01/04/2022	01/04/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 100 000 E.L. DISEASE EA EMPLOYEE \$ 100 000 E.L. DISEASE POLICY LIMIT \$ 500 000

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

CERTIFICATE HOLDER CANCELLATION

The City of Franklin 9229 W Loomis Rd Franklin WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 21, 2021
Reports & Recommendations	A RESOLUTION TO ENTER LICENSE ADDENDUM 3 WITH WISCONSIN ELECTRIC POWER COMPANY TO TRANSFER TESS CORNERS CREEK CULVERT TO THE CITY OF FRANKLIN (LOCATED APPROXIMATELY 100 FEET WEST OF W. FOREST HOME AVENUE AND APPROXIMATELY 500 FEET SOUTH OF W. SUNNYBROOK ROAD)	ITEM NO. G.15.

BACKGROUND

Staff was notified by Wisconsin Electric Power Company (WE Energies) that they plan to demolish an old bridge (technically a culvert due to size dimensions) 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 culvert 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 culvert is a critical need for continued operation of the City's Hike-Bike Trail that was paved in 2015. Common Council discussed this on April 5, 2021, and instructed Staff to work with WE Energies and return to Common Council for transferring Tess Corners Creek bridge.

The original agreement in 1994 allowed for the trail on WE Energies property. Addendums 1 and 2 extended the trail in 1996 and 1997 respectively.

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.

The attached license addendum stipulates that WE Energies will provide the minor patching and repairs to the structure. There will be no guarantee of the work and future maintenance and/or replacement will be the responsibility of Franklin. Franklin will sign the culvert to restrict traffic, most notably, WE Energies maintenance vehicles.

OPTIONS

Approve or Deny

FISCAL NOTE

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

RECOMMENDATION

Adopt Resolution 2021-_____ a resolution to enter License Addendum 3 with Wisconsin Electric Power Company to transfer Tess Corners Creek culvert to the City of Franklin (located approximately 100 feet west of W. Forest Home Avenue and approximately 500 feet south of W. Sunnybrook Road)

Engineering Department: GEM

STATE OF WISCONSIN . CITY OF FRANKLIN . MILWAUKEE COUNTY

RESOLUTION NO 2021 - _____

RESOLUTION TO ENTER LICENSE ADDENDUM 3 WITH
WISCONSIN ELECTRIC POWER COMPANY
TO TRANSFER TESS CORNERS CREEK CULVERT TO THE CITY OF FRANKLIN
(LOCATED APPROXIMATELY 100 FEET WEST OF W. FOREST HOME AVENUE AND
APPROXIMATELY 500 FEET SOUTH OF W. SUNNYBROOK ROAD)

WHEREAS, the Wisconsin Electric Power Company (WE Energies) owns a culvert crossing Tess Corners Creek, approximately 100 feet west of W. Forest Home Avenue and approximately 500 feet south of W Sunnybrook Road; and

WHEREAS, the culvert is an integral part of the City’s Hike Bike Trail; and

WHEREAS, WE Energies considered removal of the culvert because of concerns for loading needed for WE Energies maintenance vehicles; and

WHEREAS, City of Franklin had a structural engineer examine the structure and determine that minor maintenance to the structure would be sufficient for loadings imposed by the non-motorized uses of the Franklin Hike-Bike Trail, and

WHEREAS, WE Energies is willing to provide the minor maintenance activities and then transfer ownership of the culvert to the City of Franklin, and

WHEREAS, Franklin would be responsible for future maintenance and replacement projects, and

WHEREAS, this would be the third addendum to a September 15, 1994 License Agreement for the Hike Bike Trail.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City enter into a License Addendum 3 to transfer ownership of a culvert crossing Tess Corners Creek

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 _____ GEM _____

**LICENSE ADDENDUM 3
(CULVERT TRANSFER OF OWNERSHIP)**

THIS LICENSE ADDENDUM #3, made and entered into this ___ day of _____, 2021, by and between **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation, doing business as We Energies (hereinafter "Licensor") and **CITY OF FRANKLIN**, a municipal corporation (hereinafter "Licensee").

WITNESSETH

BY LICENSE AGREEMENT, entered into the 15th day of September, 1994, by and between said Licensor and Licensee, wherein Licensor granted Licensee the right, permission, and authority to develop and use a part of Licensor's fee owned right of way lands for the purpose of hiking, biking and cross-country skiing and other similar non-motorized recreational uses for use by the general public, and

WHEREAS, Licensee requested Licensor for permission to extend the trail in the City of Franklin, an Addendum was granted on 28th of May, 1996 and Licensee requested Licensor for permission to extend the trail again in the City of Franklin and an Addendum was granted on 27th of July, 1997,

WHEREAS, Licensee has requested of Licensor to take over ownership of the culvert described and depicted below which is depicted in the attached page marked Exhibit "A", attached hereto and made a part hereof for reference purposes only, to be located within a portion of the lands as described in said License but being more particularly described as

A portion of the Licensor's fee-owned right of way lands located South of W. Sunnybrook Road parallel to South 116th Street being a part of the Northwest ¼ of Section 7, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, State of Wisconsin (hereinafter "Lands"). The approximate location of the Culvert is shown on the attached sketch marked Exhibit "A", attached hereto and made a part hereof,

Location is at this set of coordinates: 42 9104467984659 -88.0587819603314

WHEREAS, Licensor is willing to transfer ownership of said culvert to Licensee under conditions listed below and

WHEREAS, Licensee hereby agrees to take ownership and take all responsibilities described hereinafter pertaining to the reconstruction installation, maintenance, use, repair and removal of said Culvert upon the Lands, and

NOW THEREFORE, for consideration of covenants, conditions and agreements hereinafter contained and for the mutual benefit of Licensor and Licensee, both parties hereby agree to the following, all for the purpose of transferring ownership from Licensor to Licensee of said Culvert with the following conditions

- 1 Licensee and Licenser agree that there will be minor patches and repairs reasonably done to said culvert that will be fixed and paid for by Licenser. Licensee understands that this repair has no warranty or guarantee, and the work is mostly cosmetic. Licensee agrees to the repairs and is taking over the ownership after work is completed. Licenser is waiting on for environmental approvals to start repairs. Licensee realizes that eventually this Culvert will need replacing. Licensee agrees to reconstruct, install, maintain, use, repair and remove said Culvert at its own sole cost and expense.
2. This License serves as a document to transfer the Culvert and all attached parts of the culvert to the Licensee including all foundations, structural and any attachments including fencing, guard rails or any features that will keep the area safe for recreational trail use including being able to drive over said culvert.
3. Licensee agrees to accept all responsibility and ownership of the culvert, foundation and all parts of the Culvert. Culvert is sold at no charge and "AS IS" to Licensee.
- 4 Licensee agrees that when the culvert is replaced that it will be appropriately replaced with a culvert that will hold weight trucks over 20,000 pounds. Licensee will post signs and install bollards or some permanent structure to prevent driving over culvert on weight load and caution signs, so overweight vehicles do not drive over their replacement culvert.
5. Licensee agrees that when any maintenance occurs on their Culvert that there will be no stockpiling or staging of equipment or materials within the Lands is permitted at any time without written permission from Licenser
6. No temporary or permanent construction may occur in wetlands. If any work is proposed within wetlands, the Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE") The Licensee must provide a copy of the application and final permits or approvals to Licenser prior to working within the wetland and provided Licenser has reasonable time to review said permits or approvals.

This License Addendum #3 shall be deemed a part of and incorporated into the License. All other terms, conditions and provisions of the License as amended shall remain in full force and effect.

In witness where Licenser and Licensee have executed this document this ____ day of _____, 2021.

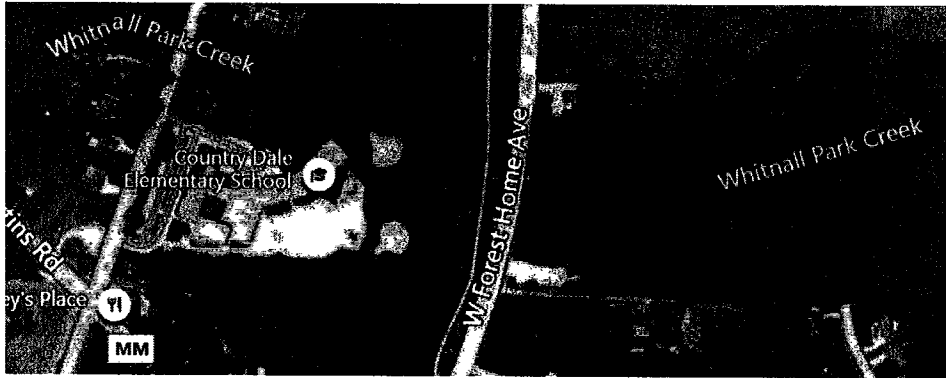
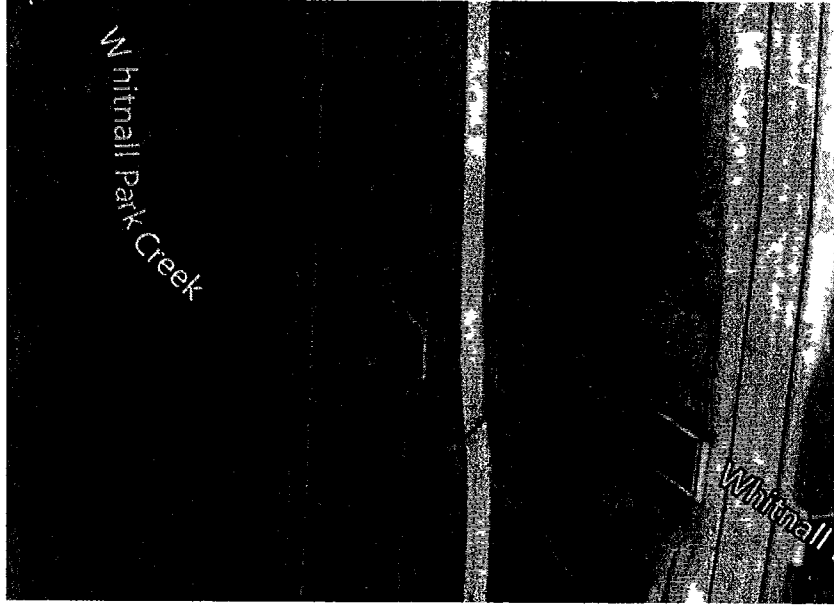
CITY OF FRANKLIN
(Licensee)

By: _____
Print Name _____ Title _____

WISCONSIN ELECTRIC POWER COMPANY
(Licenser)

By _____
Tonya M Peters, Manager of Property Management

Exhibit A



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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to Authorize Carry Forward of Unused 2021 Appropriations, for Use in 2022, in the Amount of \$1,475,415</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.16.</p>

The following items, currently included in the 2021 Budget, are being requested for carryover into 2022, so that the initiatives may be completed in 2022 with the authorized 2021 budgeted funds:

- 1) *Initiative* Website Redevelopment
Amount \$18,600
Account 41-0144-5843, Capital Outlay Fund-Information Services, Software
Reason Staff is requesting carryover of these funds to make improvements to the website including: the addition of an urgent alert message panel, the addition of a banner allowing for rotating images, the expansion of authors and editors for the site to be able to improve managing content and keeping data fresh, addition of subscription management to allow interested parties to sign up for notifications of website information, training on the Google Analytics functionality, some auditing for content and accessibility, reorganization of pages, and other improvements as needed. It was expected that this would be a 2021 project, however other projects/initiatives were more took precedence and this project will be re-initiated in 2022.

- 2) *Initiative* Ken Windl Pavilion Repairs
Amount \$65,000
Account. 41-0551-5822, Capital Outlay Fund-Parks, Building Improvements
Reason Staff is requesting to carryover \$65,000 for this initiative that has been needed for some time, and was approved and budgeted in 2021. With the Buildings and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021, to move this, and other facility related projects, forward. Specifications are currently being finalized so that bids may be received on the same and the projects will get underway; this work will be completed as soon as possible in 2022.

- 3) *Initiative* Inspections Limited-Term Temporary Help
Amount \$66,000
Account 01-0231-XXXX, General Fund – Inspection Services, Various Payroll Accounts
Reason: Staff is requesting to carryover the remaining \$66,000 to preserve the option of hiring limited-term temporary help for the Inspection Services Department to use and assign as needed. This includes various, appropriately-licensed, commonly-retired individuals to supplement our response in the Department. The Director has access to individuals willing to do the work on such a part-time, on-call basis. This provides additional flexibility to address peak demands. These funds have been carried over in previous years, used sparingly, and will not be replaced when spent.

- 4) *Initiative* Merit Pay Pool
Amount \$36,600
Account 01-XXXX-XXXX, General Fund-Variou Functions, Appropriate Payroll Accounts
Reason Staff is requesting to carryover the \$36,600 that was budgeted for 2021, to be used for merit increases, and was not spent due to not having developed the merit plan in 2021. As discussed at budget time, the classification and compensation plan that was approved and implemented approximately six years ago, includes a merit element that allows employees to achieve placement over the 65% level in their pay grade; however, no merit plan has been

developed to date, which is creating an issue with retention as employees progress in their positions. This carry over will allow the implementation of the merit portion of the pay plan only after such plan is approved by the Council. Staff will be working on this project as early as priorities allow in 2022.

5) *Initiative* Security Improvements

Amount: \$350,000 (City Hall) and \$247,000 (Police Department)

Account 46-XXXX-XXXX, Capital Improvement Fund-Variou Functions, Various Accounts

Reason Staff is requesting to carryover \$350,000 that was budgeted for security improvements at City Hall, as well as \$247,000 that was budgeted for the replacement of the video surveillance system at the Police Department. This initiative is just getting back on track after having other projects supersede it priority wise in 2021; the actual improvements will be completed in 2022. There are a number of needed improvements, including: cameras, interior and exterior; door access control; alarm availability, access, and management; electronic timekeeping; hallway safety; security glass; an emergency plan; training; and other related improvements as needed. Since the \$350,000 may not suffice for all needed improvements at City Hall, staff will monitor the year end numbers and consider an additional request depending on the project needs, available funding, and other City priorities.

6) *Initiative.* Senior Travel Program

Amount: \$6,815

Account 01-0521-5721, General Fund-Recreation, Senior Citizen Travel

Reason: Staff is requesting to carryover \$6,815 of unspent 2021 funds for this purpose, to be used in 2022, as directed by the Common Council at the December 7, 2021 Meeting.

7) *Initiative* IT Security Testing – Penetration/Vulnerability/Etc.

Amount \$73,500

Account 01-0144-XXXX, General Fund-Information Services, Data-Processing/Telephone

Reason: Staff is requesting to carryover \$73,500 of unspent 2021 funds for needed IT security testing that was identified as high priority in 2021, to be used in 2022.

8) *Initiative* City Facilities - Improvements

Amount: \$350,000

Account. 4X-XXXX-XXXX, Capital Funds, Various Departments

Reason Staff is requesting to carryover the \$350,000 of 2021 funds for this purpose. With the Buildings and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021, to move forward this and other facility related projects. Specifications are currently being finalized so that bids may be received on the same and the projects will get underway; this work will be completed as soon as possible in 2022.

9) *Initiative* City Facilities - Maintenance

Amount \$250,000

Account 01-0181-5822, General Fund-Municipal Buildings

Reason Staff is requesting to carryover the \$250,000 of 2021 funds for this purpose. With the Buildings and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021, to move forward this and other facility related projects. Specifications are currently being finalized so that bids may be received on the same and the projects will get underway; this work will be completed as soon as possible in 2022.

10) *Initiative* City Hall Landscaping - Trees

Amount \$5,000

Account 41-0181-5822, Capital Outlay Fund-Municipal Buildings, Building Improvements

Reason Staff is requesting to carryover \$5,000 of unspent 2021 funds that were budgeted to replace trees that had previously been removed. And, due to other priorities, the purchase/planting was not able to be done in 2021.

11) *Initiative* Furniture/Fixtures – City Hall Lobbies

Amount \$6,900

Account 41-0181-5812, Capital Outlay Fund-Municipal Buildings, Furniture & Fixtures

Reason Staff is requesting to carryover \$6,900 of unspent 2021 donated funds that have been earmarked to freshen up the lobbies at City Hall. This was part of the larger project to freshen up public areas of City Hall. Another part of that project, the replacement of the gallery chairs in Council Chamber was done a little earlier in 2021, but this piece has not yet been completed and staff would like to complete this in 2022.

As noted above, each of the detailed initiatives was part of the authorized 2021 budget that was not able to be completed during the year, so the request is being made to carry the initiatives forward into 2022 so that the funds can be used during 2022 for the identified purpose, in the same manner as previously authorized.

In addition, staff will be analyzing 2021 budgeted capital projects in the near future and submit carryover requests as needed, in early 2022, prior to the 2021 fiscal year being closed, for those items that are not yet complete, or perhaps temporarily delayed, yet still need to be completed.

COUNCIL ACTION REQUESTED

Motion to authorize the carry forward of unused 2021 appropriations, for use in 2022, in the amount of \$1,475,415, and direct the Director of Finance and Treasurer to prepare a 2022 Budget modification for the same, for Council consideration.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize an Amendment to the Existing Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements in the Amount of \$25,000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.17.</p>

BACKGROUND

The Common Council, at their July 6, 2021 meeting, approved a motion authorizing a consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements. This agreement is in place to assist staff, as needed, to navigate the complex development agreement issues associated with the many large development initiatives in progress and currently being contemplated in the City. Due to the impact of those agreements on the City and its taxpayers, it is prudent for extreme due diligence to be performed on the terms and conditions of those agreements both in advance of execution as well as during the term of the agreement with regard to financial implications. This agreement has been working extremely well where SB Friedman has been providing the City with a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements.

ANALYSIS

The consulting services agreement that is currently in place with SB Friedman is a time-and-materials agreement, with an amount not-to-exceed \$35,000, including professional fees for service based on hourly rates and effort requested. Currently, \$16,673 remains for this agreement; however, staff is anticipating to receive another invoice soon that may expend another \$8,000 to \$10,000 from this current balance and staff expects to need their services for at least two more projects in the near future. When this agreement was brought before the Council back in July, it was noted that this agreement may be requested to be increased if/when needed, and the request to do so would be made to the Common Council when needed. Thus, staff is requesting and recommending that the current consulting services agreement with SB Friedman for financial services for existing and future TID agreements be amended to be increased for an additional \$25,000. It is expected the majority of these funds will be utilized in 2022.

Both the City and the consulting partner have the ability to engage or not engage on a project-by-project basis, as well as terminate this agreement at any time with a reasonable notice. Accordingly, the City will only pay for services requested, authorized, and performed while the agreement is in place.

The funding source for this agreement is the City's Tax Incremental Financing Districts (TIDs), which will be the main beneficiary of the services. If for some reason the services are needed for a non-TID purpose, the funding will come from another appropriate source. There are administrative funds assigned to each of the TIDs for these types of services and these services are allowable under the State of Wisconsin TID laws.

RECOMMENDATION

Staff recommends that the Common Council authorize an additional \$25,000 increase to the current consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements and authorize the Director of Administration to amend and administer the appropriate, related contract.

Attached is a copy of the current agreement.

COUNCIL ACTION REQUESTED

Motion to authorize an amendment to the existing consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements in the amount of \$25,000 and authorize the Director of Administration to amend and administer the appropriate, related contract.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, made and entered into this 6th day of July, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and *SB Friedman Development Advisors* (hereinafter "CONSULTANT"), whose principal place of business is 221 N LaSalle Street, Suite 820, Chicago, IL 60601.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services CONSULTANT and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CITY, it is necessary and advisable to obtain the services of the CONSULTANT to provide a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CITY and CONSULTANT agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CITY including a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements as requested by the CITY. CONSULTANT and CITY shall agree on scope regarding each individual request for assistance in advance of work commencing.
- B. CONSULTANT has provided and the CITY has received the Municipal Advisor Agreement, dated July 6, 2021, which is required if the CONSULTANT provides Municipal Advisory Services as defined by the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB); which is annexed hereto and incorporated herein as Attachment A.
- C. CONSULTANT shall serve as CITY'S professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and SUB-CONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CITY.
- D. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent SUB-CONSULTANTS to, CONSULTANT and not of CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CITY understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure

- E. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CITY agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services requested by the CITY, at standard billing rates, as follows:

Senior Vice President	\$280	Associate Project Manager	\$210
Vice President	\$240	Associate	\$170
Project Manager	\$235	Research Associate	\$155

with a not-to-exceed budget of \$35,000, subject to the terms detailed below:

- A. CONSULTANT may bill CITY and be paid for all work satisfactorily completed hereunder on a monthly basis. CITY agrees to pay CONSULTANT’S invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$35,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CITY to perform work over and above that described in the original AGREEMENT.
- D. Should CITY find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CITY’S review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Peggy Steeno, Director of Administration, will coordinate the work of the CONSULTANT, and be solely responsible for communication within the CITY'S organization as related to all issues originating under this AGREEMENT.
- B. CITY will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CITY, Lance Dorn, Vice President, as the CONSULTANT'S Project Manager and Fran Lefor Rood, Senior Vice President, as the CONSULTANT'S advisor, of the Basic Services. Substitution of other staff may occur only with the consent of CITY

V. TERMINATION

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

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below.

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage. \$2,000,000 per general aggregate. CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit. CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property. \$1,000,000 minimum aggregate per person, per aggregate. CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability	\$1,000,000 single limit. \$500,000 per accident.
E. Errors and Omissions (Professional Liability)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONSULTANT, the CONSULTANT'S officers, directors, partners, employees, and CONSULTANTS from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and CONSULTANTS with respect to this AGREEMENT.
- C. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CITY or its insurer to rely upon the limitations,

defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CITY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

The CONSULTANT shall commence work promptly and diligently upon execution of this AGREEMENT.

IX. DISPUTES

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

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. **Professionalism.** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law.** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest.** CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CITY to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CITY and CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

SB Friedman Development Advisors

PRINT NAME: Stephen R. Olson

BY: 

TITLE: Mayor

PRINT NAME: Lance Dorn

DATE: 7/13/21

TITLE: Vice President

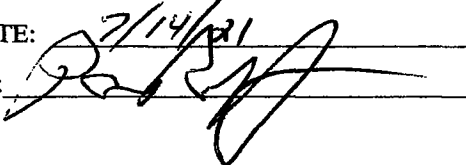
BY: 

DATE: 07/12/2021

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance and Treasurer

DATE: 7/14/21

BY: 

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

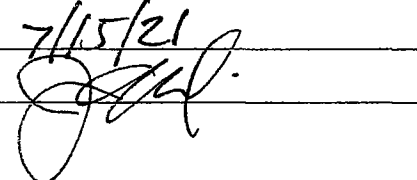
DATE: 7/13/2021

BY: 

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: 7/15/21

BY: 

MUNICIPAL ADVISORY SERVICES

A portion of the services provided by SB Friedman Development Advisors to the City of Franklin, Wisconsin (the "City") may constitute Municipal Advisory Services as defined by the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). SB Friedman Development Advisors is registered with the SEC and MSRB as a Municipal Advisor.

MSRB Rule G-42 requires that a Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the City's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to the City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. The Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the City agrees that, to the extent the City seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the City will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

MSRB Rule G-42 also requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. *SB Friedman* has no material conflicts to disclose.

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by *SB Friedman Development Advisors*, ("Municipal Advisor") to the City in connection with the Municipal Advisor Agreement dated July 6, 2021 (the "Agreement"), and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of the Municipal Advisor required to be disclosed to the City pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

There are no known material conflicts of interest known to the Municipal Advisor in connection with the scope of services under the Agreement. Please be advised, however, that the fees due under the Agreement are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the City and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, as the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This potential conflict of interest is mitigated by the Municipal Advisor's adherence to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities for the City. This duty of loyalty obligates the Municipal Advisor to deal honestly and with the

utmost good faith with the City and to act in the City's best interests without regard to the Municipal Advisor's financial or other interests

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, *SB Friedman* ("Municipal Advisor") sets out below required disclosures and related information in connection with such disclosures.

There are no legal or disciplinary events material to the City's evaluation of the Municipal Advisor or the integrity of the Municipal Advisor's management or advisory personnel that are disclosed, or should be disclosed, on any Form MA or Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Municipal Advisor. The Municipal Advisor will provide the City with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: July 6, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2021

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

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

PRODUCER Stirling Insurance Partners, LLC 2333 Waukegan Road Suite 240 Bannockburn IL 60015		CONTACT NAME: Patti Orbell PHONE (A/C, No, Ext.): (847) 607-9759 FAX (A/C, No) E-MAIL ADDRESS: porbell@stirlinginsurance.com	
INSURED SB Friedman 221 N LaSalle St. #820 Chicago 60601		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A Hartford Insurance Group	
		INSURER B Hartford Underwriters Insurance Company	30104
		INSURER C Lloyd's of London	085202
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master P&C **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		84SBAVW1408	01/07/2021	01/07/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		84SBAVW1408	01/07/2021	01/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		84SBAVW1408	01/07/2021	01/07/2022	EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	84 WEC AJ6ZSW	01/07/2021	01/07/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		HMPL21-0236	07/15/2021	07/15/2022	Each Claim \$2,000,000 Aggregate \$3,000,000

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

City of Franklin, Wisconsin is named as an additional insured on a primary, non-contributory basis.

CERTIFICATE HOLDER

City of Franklin Wisconsin

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">2022 Property and Casualty Insurance Coverage</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.18.</p>

The City of Franklin currently obtains its liability insurance plans from the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI), with R&R Insurance serving as the agent, and its property insurance plans with Chubb. LWMMI has served the City since 2004. The City's property insurance policies have been with Chubb since 2016. Claims processing and response times have been very good with both companies.

Liability

The City carries a \$10 Million limit of liability with LWMMI, with a \$5,000 deductible. LWMMI began offering the increased limit of liability option of \$10 Million, up from the previous \$6 Million limit, in 2019; this increase in coverage eliminates the City's need to purchase an additional Umbrella policy. LWMMI also provides Terrorism liability coverage automatically at no additional cost (up to the \$10M limit). LWMMI coverages for the City include General Liability, Police Professional Liability, Public Officials Liability, Auto Liability, and Auto Physical Damage. All of these combined, the total liability package premium difference between 2022 and 2021 is a \$1,860 decrease (-.6766%).

For the 2022 Workers Compensation, the City's preliminary premium will decrease by \$25,709 from the 2021 premium, for a total 2022 premium of \$427,936, subject to reconciliation of final salaries and wages. Workers Compensation is based on the State-calculated experience modification ratio for the last 3 years of claims history, which for 2022 the City's experience modification ratio decreased from 1.08 to 1.05. LWMMI continues to use United Heartland as its administrator for its Workers Compensation policy. As LWMMI will not write a policy without Workers Compensation, other quotes were not sought for this coverage at this time. In addition, the workers compensation rates are statutorily set and the full amount of LWMMI premiums are subject to potential annual dividends. The 2020 policy dividend, received in 2021, was \$66,975 and the 2019 policy dividend, received in 2020, was \$58,683. Worker's Compensation premiums for the past five years were: \$453,645 in 2021, \$397,760 in 2020, \$425,971 in 2019, \$400,696 in 2018, and \$497,886 in 2017.

The City also carries a Storage Tank liability policy with ACE American Insurance Company, with coverage of \$1,000,000 per incident / \$2,000,000 total policy aggregate limit, at a renewing cost of \$4,536, which is up \$151 from the prior year. For Crime coverage, the City contracts with Hanover due to their expanded coverage that includes Employee Theft, Forgery or Alteration, Inside the Premises Theft of Money & Securities, Outside the Premises, Computer Fraud, Funds Transfer Fraud, and False Pretense. The crime renewal policy rate for 2022 with Hanover remained the same as 2021 at \$2,545.

Property

Chubb, the City's current property policy provider, provided a 2022 property quote for the City's buildings and contents, property in the open, and contractor's equipment of \$97,275, an increase of \$8,736 from 2021. R&R Insurance, the City's insurance agent, reports that the increase in premium is due to a percentage inflation guard as well as rate increases on property accounts due to a firming overall marketplace. This property premium is based on a \$10,000 deductible for buildings/contents and property in the open and a \$1,000 deductible for contractor's equipment. In the past, the City's deductible for buildings/contents and property in the open was \$5,000; however, we have been informed that the \$10,000 property deductible is now standard for all Chubb accounts. Although we cannot predict future City claims, in looking at property loss runs for the past 3 years, if the City experiences the same number of claims, it would be responsible for \$10,000 more in payment of claims per year with the \$10,000 deductible.

Chubb is a private, A++ rated insurance company that has been in business since 1882. Chubb's policy also includes the following:

- Machinery breakdown coverage as part of their total policy limit for Boiler & Machinery.
- A \$250,000 automatic blanket limit of insurance that applies to items such as fine arts; outdoor trees, shrubs, plants, or lawns; personal property of employees; accounts receivable; and electronic data processing property.
- A \$250,000 added value to the Mobile Equipment (contractor's equipment) coverage for Fire and Police equipment that is not permanently mounted to the vehicles. This means that if a Fire or PD vehicle is in an accident, the Auto Physical Damage policy would apply/cover the damage to the vehicle only, not any equipment in or attached to the vehicle that was damaged. This \$250,000 added value would then cover any equipment that is in or attached to the vehicle that was also damaged.
- \$2,000,000 worth of Business Income/Extra Expense coverage, i.e. if a natural disaster occurred that destroyed City Hall or any other City buildings, costs up to \$2,000,000 would be covered for setting up at a different location with computers, phones, and other necessities to resume do day-to-day business activities.
- Flood water coverage limits above the norm, including: inundation, back-up, and mud flow, based on the location of the buildings and if they reside in a floodplain zone.

Cyber Crime Insurance

In 2020, the City added a cyber crime insurance policy through Chubb Insurance, a market leader in cyber insurance, and LWMMI automatically included third-party cyber coverage up to our \$10 million limit; however, LWMMI eliminated this third-party cyber coverage as of 1/1/2021. Third-Party cyber coverage covers the liability side of a cyber data breach (i.e., personal information data breach in which there is liability to a third party). Therefore, for 2021, the City purchased a cyber crime insurance policy through Chubb that included both first-party and third-party cyber coverage for a premium of \$9,470. Chubb's cyber crime policy renewal rate for 2022, again including both first-party and third-party coverage, is \$23,404 – a \$13,934 increase.

Summary

The Director of Administration recommends keeping the City's current liability and property insurance policies with LWMMI/R&R Insurance and Chubb the same for 2022, including the cyber crime insurance policy with both first-party and third-party coverage.

The following table shows a summary of the 2021 premium costs and 2022 estimated premiums through R&R Insurance/LWMMI and Chubb for the City's liability, property, and cyber crime insurance policies. The 2022 total estimated cost for all liability, property, and cyber crime coverages is \$828,726, a decrease of \$4,748 from 2021 mainly due to the \$25,709 decrease in Worker's Compensation along with decreases in most of the LWMMI policy accounts.

Coverage	2021 Cost	2022 Cost	Carrier
Property Insurance			
Buildings/BPP/PITO/Mobile Equipment/Boiler & Machinery	\$88,539 w/Terrorism	\$97,275 w/Terrorism	Chubb
Liability Insurance	<i>\$10M Limit</i>	<i>\$10M Limit</i>	
General Liability	95,573	93,753	R&R Ins./LWMMI
Police Professional	42,852	42,036	R&R Ins /LWMMI
Public Officials	50,420	49,460	R&R Ins./LWMMI
Auto Liability	29,207	28,183	R&R Ins./LWMMI
Auto Physical Damage	56,838	59,598	R&R Ins./LWMMI
Crime & Monies/Securities	2,545	2,545	R&R Ins /Hanover
Storage Tank	4,385	4,536	R&R Ins./ACE
Workers Compensation	453,645	427,936	R&R Ins./United Heartland
Cyber Insurance Policy	9,470	23,404	Chubb
Subtotal-Liability Insurance	\$744,935	\$731,451	R&R Ins./LWMMI
Total - Property & Liability	\$833,474	\$828,726	R&R/LWMMI & Chubb

The 2022 Insurance budget includes a total amount of \$851,585. Furthermore, note that the City annually receives a dividend check from the League of Wisconsin Municipalities, which was \$66,975 for the 2020 policy dividend. The 2021 policy year dividend check will be received in July/August of 2022. As such, it is expected that there are sufficient appropriations to fund the proposed policies as noted in the above table. Please note that final costs for the year will vary as, for example, new vehicles and equipment are added or removed from coverage throughout the year.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, Hanover, and ACE American Insurance Company for 2022, as noted in the table above, for an estimated total annual premium of \$828,726, and to further authorize the payment of premiums in accordance with or as required by said policy documents.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 21, 2021
REPORTS AND RECOMMENDATIONS	<p>Opioid Crisis Litigation; <i>City of Franklin v Actavis Pharma, Inc., et al.</i>, Case No. 2021CV002938, Milwaukee County Circuit Court; <i>Erie Insurance Exchange v Hayward Pharmacy, Inc , et al.</i>, Case No. 2021CV004963, Milwaukee County Circuit Court; <i>City of Franklin v. Actavis Pharma, Inc , et al</i> , Case 2:21-cv-00747-PP pending in the United States District Court for the Eastern District of Wisconsin; <i>In re: Opioid Litigation</i>, MDL 2804 pending in the United States District Court for the Northern District of Ohio; etc. The Common Council may enter closed session 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 settlement thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER G.19.

COUNCIL ACTION REQUESTED

A motion to enter closed session 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 settlement thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 21, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Public water service project to serve Neumann Development, Inc. at 12200 W. Ryan Road (TKN 890-9991-001) and Boomtown, LLC at 12000 W. Loomis Road (TKN 891-9011-000) development projects. A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to investment of public funds, including Tax Incremental District No. 6 Loomis Business Park and Water Impact Fees and governmental actions in relation thereto and to effect such acquisition for such development projects, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p>ITEM NUMBER</p> <p style="text-align: center;">G.20.</p>

At the December 9, 2021, Plan Commission meeting, Neumann Development received a recommendation for approval of Cape Crossing Development, a total of 142 units located at 12200 W. Ryan Road (TKN 890-9991-001). This project would also serve a condo development proposed by Boomtown LLC located at 12000 W. Loomis Road (TKN 891-9011-000). Neumann has asked the City to accommodate the development with an extension of a watermain that involves consideration of Tax Incremental District No. 6 Loomis Business Park and Water Impact Fees.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to investment of public funds, including Tax Incremental District No. 6 Loomis Business Park and Water Impact Fees and governmental actions in relation thereto and to effect such acquisition for such development projects, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;

or

Whatever action the Council should otherwise deem appropriate.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 21, 2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p>Potential Acquisition of a Portion of the Property on 11213 West Swiss Street (Tax Key No. 796-0020-000) and 11225 West Swiss Street (Tax Key No. 796-0021-001) for a public pathway/trail project. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of a portion of the property on 11213 West Swiss Street (Tax Key No. 796-0020-000) and 11225 West Swiss Street (Tax Key No. 796-0021-001) to be used for a public pathway/trail project along West Church Street, and the negotiating of the purchase and the investing of public funds, including Park Impact fees, with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.21.</p>

The City is considering the development of a pathway along West Church Street which may include land acquisition on 11213 West Swiss Street (Tax Key No. 796-0020-000) and 11225 West Swiss Street (Tax Key No. 796-0021-001).

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of a portion of the property on 11213 West Swiss Street (Tax Key No. 796-0020-000) and 11225 West Swiss Street (Tax Key No. 796-0021-001) to be used for public pathway/trail project along West Church Street, and the negotiating of the purchase and the investing of public funds, including Park Impact fees, with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/21/21
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of December 21, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda***

Alderman Room

December 21, 2021 – 6:10 p.m.

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New	Bertram, Teri Walgreens #05459			
Operator 2021-2022 New	Fitzpatrick, Desmon K Walgreens #15020			
Operator 2021-2022 New	Graf, Corie L Iron Mike's			
Operator 2021-2022 New	Priebe, Kayla B Walgreens #05459			
Operator 2021-2022 New	Topetzes, Theofania C Honey Butter Cafe			
3.	Adjournment	Time		

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

APPROVAL <i>P Steeno</i> <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/21/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated December 3, 2021 through December 16, 2021 Nos 185514 through Nos 185674 in the amount of \$ 1,401,311 55 Also included in this listing are EFT's Nos 4775 through Nos 4789, Library vouchers totaling \$ 7,315 80, Water Utility vouchers totaling \$ 20,155 49 and Property Tax vouchers totaling \$ 6,318 61 Voided checks in the amount of (\$ 7,796 61) are separately listed</p> <p>Early release disbursements dated December 3, 2021 through December 15, 2021 in the amount of \$ 509,459 32 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 December 17, 2021 is \$ 426,380 51, previously estimated at \$ 440,000 Payroll deductions dated December 17, 2021 are \$ 242,718 45, previously estimated at \$ 485,000</p> <p>The estimated payroll for December 31, 2021 is \$ 440,000 with estimated deductions and matching payments of \$ 479,000</p> <p>There were no Property Tax disbursements</p> <p>Approval to release payment to the Vietnam Veterans Memorial Fund to pay the required deposit to host the display of a scale replica of 'The Wall That Heals' Vietnam Veterans Memorial located in the District of Columbia, including the Mobile Education Center, on June 30 – July 3, 2022, in the amount of \$ 1,000</p> <p>Approval to pay Employee Payroll Advances, as necessary, to correct the HSA-HRA Family Health Insurance issue in an amount not to exceed \$ 30,000 (timing issue only, will be replenished within 30 days)</p>		
COUNCIL ACTION REQUESTED		
Motion approving the following		
<ul style="list-style-type: none"> • City vouchers with an ending date of December 2, 2021 in the amount of \$ 1,401,311 55 and • Payroll dated December 17, 2021 in the amount of \$ 426,380 51 and payments of the various payroll deductions in the amount of \$ 242,718 45, plus City matching payments and • Estimated payroll dated December 31, 2021 in the amount of \$ 440,000 and payments of the various payroll deductions in the amount of \$ 479,000, plus City matching payments and • Approval to release payment to the Vietnam Veterans Memorial Fund in the amount of \$ 1,000 and • Approval to release Employee Payroll Advances as necessary in an amount not to exceed 30,000 		
ROLL CALL VOTE NEEDED		