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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JUNE 7, 2022, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) Introduction of John Regetz, Director of Economic Development.
 - (b) Introduction of the New Officers of Franklin Senior Citizens.
- C. Approval of Minutes: Regular Common Council Meeting of May 17, 2022.
- D. Hearings - A Public Hearing Regarding Proposed Amendments to §92-9 of the Municipal Code Pertaining to Impact Fees for Transportation System Facilities, Sanitary Sewer System Facilities, Water System Facilities, and Fire and Emergency Medical Service Facilities.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend §92-9. Impact Fees, of the Municipal Code, in Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated April 27, 2022.
 - 2. Project Updates for Ballpark Commons.
 - 3. Concept Review for a Multifamily Residential Development Located at 0 S 31st St. (Lot 2 of 7219 S. 27th St, TKN 761 9955 004) (Horizon Development Group Inc., Applicant).
 - 4. The Fire Department is Requesting Council Approval of Consent to Assignment, and Access and Use Agreements with Central Square Technologies LLC., for Computer Aided Dispatch (CAD) Software that Provides Connectivity Among all Milwaukee County Public Safety Answering Points.
 - 5. A Resolution to Ratify and Re-Approve Resolution No. 2019-7537, a Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being Part of Parcel “A” of Certified Survey Map No. 3411, and Unplatted Lands, Being a Part of the Northwest

- 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, Applicants) (at 6708 and 6720 S. North Cape Road), to Provide the Final and Last Approval of the Certified Survey Map and to Allow for the Recording of the Certified Survey Map.
6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Beauty Salon Use Upon Property Located at 11113 W. Forest Home Avenue, Suite 240 (Anastasia E. Garman, Owner, D/B/A Anastasia Skin Atelier, LLC, Applicant)
 7. An Ordinance to Amend Planned Development District No. 18 as it Pertains to the Administration of Sign Permits.
 8. A Resolution Authorizing the Installation of a Fence Within the 5-Foot Drainage & Utility Easement in Lot 5 In Block 4 of Southwood East Subdivision (3018 W. Briarwood Drive) (TKN 879-0065-000) (Patrick Hessling, Applicant).
 9. A Request from the Director of Health and Human Services Authorizing Proper Officials for the City of Franklin to Sign the Western Governors University Education Affiliation Agreement.
 10. A Request from the Director of Health and Human Services Authorizing Proper Officials for the City of Franklin to Sign the Community Health Internship Program (CHIP) Partnership Agreement.
 11. Recording of CSM as Approved by the Common Council in February of 2022/Expansion of TID #6 to Allow for a Specific Development to Proceed.
 12. Discussion of Trail Projects Including: S. 116th Street, St. Martin of Tours, W. Forest Home Avenue, W. Church Street, STH 100, Ryan Creek, Ryan Meadows, Franklin Schools Property Between S. 80th and S. 92nd Streets and Cascade Creek Park.
 13. A Resolution to Execute State/Municipal Financial Agreement for the S. 116th Street Trail (W. Ryan Road to W. Mayers Drive) Congestion Mitigation & Air Quality Project in the Amount of \$832,000.
 14. A Resolution for a Professional Services Agreement with GRAEF-USA, Inc for Engineering and Architecture Services Related to the S. 116th Street Trailhead at Approximately 11950 W. Ryan Road (TKN 890-9991-001) in the Amount of \$86,800.
 15. Budget Discussion Related to Resolution 2022-7833, "A Resolution to Execute State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for Improvements Related to a Wisconsin Department of Transportation Project on S. Lovers Lane/W. Ryan Road (USH 45/STH 100) from S. 60th Street to W. St. Martins Road in the Amount of \$624,700."
 16. Direct Staff to Enter Negotiations with Franklin Public Schools for Construction, Maintenance, and Ownership of a Trail and Trailhead Across a Parcel South of W. Ryan Road Between S. 80th Street and S. 92nd Street (TKNS 896-9996-001 and 895-9999-000).

Common Council Meeting Agenda

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17. A Resolution to Accept Dedication of Outlot 3 (TKN 891-1087-000) from Loomis & Ryan, Inc. in Ryan Meadows Subdivision Along W. Chicory Street and Dedicate a Pond #2 Access and Maintenance Agreement to Ryan Meadows Owners Association, Inc.
18. A Resolution for WE Energies to Relocate Electric Facilities in the Vicinity of S. Hickory Street for \$92,666.25.
19. A Resolution to Award Contract for Construction Materials Testing Services on the Franklin Corporate Park – South Hickory Street Improvements to Professional Services Industries, Inc. in the Amount of \$46,110.
20. A Resolution for a Professional Services Agreement with Foth Infrastructure & Environment, LLC for Engineering Services Related to S. Lovers Lane Water Relocations and Extensions in the Amount of \$74,800.
21. Amend Resolution 2022-7816 to Enter into a Contract with Hausch Design Agency, LLC to Develop a Messaging Program for Franklin Sewer Utilities Project/Private Property Infiltration & Inflow Reduction Project for \$32,383.03.
22. Monthly Financial Report January – March, 2022.
23. Notification of Change in Distribution Frequency of the City Newsletter.
24. An Ordinance to Amend the Municipal Code as it Pertains to License Fees for the St. Martins Fair.
25. Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements) at 3303 W. Oakwood Road bearing Tax Key No. 951-9994-002. the Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3303 W. Oakwood Road, consisting of approximately 17.445 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of May 20, 2022 and June 7, 2022.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

Common Council Meeting Agenda

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*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:

June 9	Plan Commission Meeting	7:00 p.m.
June 21	Common Council Meeting	6:30 p.m.
June 23	Plan Commission Meeting	7:00 p.m.
July 4	City Hall Closed-Fourth of July	
July 5	Common Council Meeting	6:30 p.m.
July 7	Plan Commission Meeting	7:00 p.m.
July 19	Common Council Meeting	6:30 p.m.
July 21	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MAY 17, 2022
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on May 17, 2022 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, Alderwoman Michelle Eichmann, Alderwoman Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also in attendance were Dir. of Administration Peggy Steeno, Planning Manager Heath Eddy, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:31 p.m. and closed at 6:47 p.m.
- MAYORAL ANNOUNCEMENTS B.2. Mayor Olson noted that the Wisconsin Public Health Association's 2022 Spirit of Public Health Award was awarded to Ellen Henry.
- MINUTES
MAY 03, 2022 C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of May 03, 2022, as presented at this meeting. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- MAYORAL APPOINTMENTS E. Alderman Barber moved to confirm the following Mayoral appointment of James LeMere, 8061 S. River Ln., Ald. Dist. 5, to the Economic Development Commission for a 2-year unexpired term expiring 6/30/22; and Mayoral appointment of James LeMere, 8061 S. River Ln., Ald. Dist. 5, to the Economic Development Commission for a 2-year term expiring 6/30/24. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.
- Alderman Barber moved to confirm the Mayoral appointment of James LeMere, 8061 S. River Ln., Ald. Dist. 5, to the Community Development Authority for an unexpired 4-year term expiring 8/30/24. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.
- Alderwoman Hanneman moved to confirm the District 4 Board of Review Appointment of Dawn Kamalian, 3609 W. Sherwood Dr., Ald. Dist. 4, to the Board of Review for a 3-year unexpired term expiring 4/19/23. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.

LETTERS AND
PETITIONS

- F. Alderman Holpfer moved to discuss a letter and petitions from Debbie Davis requesting suspension of Noxious Weed Ordinance for Month of May, 2022 “No Mow May.” Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderwoman Wilhelm moved to suspend the regular order of business to allow Debbie Davis to speak. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderwoman Wilhelm moved to refer “No Mow May” to the Environmental Commission for research and recommendation back to the Common Council with consideration of delaying enforcement of the Ordinance during 2023 to June 1, 2023. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

BALLPARK COMMONS
UPDATE

- G.1. A project update by Ballpark Commons was tabled to the Common Council meeting of June 7, 2022.

RES. 2022-7862
AMEND
CONSERVATION
EASEMENT AT 12000
W. LOOMIS RD., MILLS
HOTEL WYOMING,
LLC, BOOMTOWN, LLC
APPLICANT

- G.2. Alderman Nelson moved to adopt Resolution No. 2022-7862, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT AN AMENDMENT TO A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 12000 WEST LOOMIS ROAD (TAX KEY NO. 891 9011 000 AND 891 9012 000) (MILLS HOTEL WYOMING, LLC; BOOMTOWN, LLC APPLICANT), subject to technical corrections by the City Attorney, City Engineering Department, and Department of City Development. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

STANDARDS,
FINDINGS AND
DECISION FOR
SPECIAL EXCEPTION
NRPP, BEAR DEV.,
APPLICANT

- G.3. Alderman Nelson moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Stephen R. Mills, President, Bear Development, LLC, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2022-2511
AMEND UDO
REZONE
W. LAKE POINTE DR.
K. BLAKE AND J.
MUTTER, APPLICANTS

- G.4. Alderwoman Eichmann moved to adopt Ordinance No. 2022-2511, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (SPECIFICALLY LOCATED AT THE ABRUPT, WEST DEAD END OF WEST LAKE POINTE DRIVE) (APPROXIMATELY 3.45 ACRES) (KARLEY J. BLAKE AND

JACOB W. MUTTER, APPLICANTS). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

- STANDARDS,
FINDINGS AND
DECISION FOR
SPECIAL EXCEPTION
NRPP, K. BLAKE AND J.
MUTTER, APPLICANTS
- G.5. Alderwoman Eichmann moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Karley J. Blake and Jacob W. Mutter, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- AMEND RES. 2022-7816
CONTRACT WITH
HAUSCH DESIGN
AGENCY, LLC FOR
SEWER PROJECT
MESSAGING PROGRAM
- G.6. Alderman Nelson moved to table the amendment of Resolution 2022-7816, A Resolution to Enter Into a Contract with Hausch Design Agency, LLC, to Develop a Messaging Program for Franklin Sewer Utilities Project/Private Property Infiltration and Inflow Reduction Project for \$31,000, which would approve the contract with an increased cost of \$1,500, for a contract total not to exceed amount of \$32,500. Seconded by Alderman Barber. All voted Aye; motion carried.
- AFFIRM CODE OF
CONDUCT AND ETHICS
- G.7. Alderwoman Hanneman moved to adopt A Resolution Affirming the City of Franklin Code of Conduct and Ethics. Seconded by Alderman Barber.
- Alderman Barber moved to call the question. Motion died due to the lack of a second.
- Alderwoman Hanneman withdrew her motion and Alderman Barber withdrew his second with no objections. Alderwoman Hanneman then moved to table this Resolution to the Common Council meeting of June 21, 2022, with continuation of the May 3, 2022, action taken by the Common Council to table the Code of Conduct at the request of Alderman Nelson. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2022-7863
LAND ACCESS FOR
STORM WATER
PURPOSES IN NEW
BUSINESS PARK WITH
MILW. CO.
- G.8. Alderwoman Hanneman moved to adopt Resolution No. 2022-7863, A RESOLUTION TO DIRECT THE MAYOR AND STAFF TO WORK WITH MILWAUKEE COUNTY TO OBTAIN LAND OR ACCESS TO LAND FOR STORM WATER PURPOSES IN/NEAR THE NEW CORPORATE BUSINESS PARK. Seconded by Alderman Barber. All voted Aye; motion carried.
- WEIGHTS &
MEASURES
AGREEMENT WITH
DATCP
- G.9. Alderwoman Wilhelm moved to authorize City officials to execute the Memorandum of Agreement for Weights and Measures Inspection with the Wisconsin Department of Agriculture, Trade and Consumer Protection for July 1, 2022 through June 30, 2023 at a cost of \$400

per day for 9 days, subject to review by the City Attorney. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderwoman Hanneman moved to approve the following from the Special License Committee Meeting of May 10, 2022:

Hold New 2021-2022 & Renewal 2022-2023 Operator License of: Heidi Fisher, James Talaska for appearance;

Grant New 2022-2023 Operator License to: Andrew Fisher, Justin Monnie, Dylan Palasz;

Grant New 2021-2022 & Renewal 2022-2023 Operator License to: Megan Grenz, Pamela Wolff;

Grant Renewal 2022-2023 Operator License to: Jennifer Aguilar, Agam Arora, Lorese Banks, Joshua Bishop, Joseph Cauley, Tadeusz Cieslak, Nicole Cruz, Samuel Danowski, John Fenelon, Corie Graf, Jody Haase, Carinn Hoffman, Shane Jaskie, Ellen Jensen, Elizabeth Karampelas, Dawn Klinko, Robert Knurowski, Lori Kochan, Kim Kuklinski, Angelo Lockett, Jennifer Martinez, Lee Ann Meier, Josefina Mora, Melissa Murphy, Alexandria Pelzek, Miranda Peters, Olivia Riley, Corey Robinson, Toni Ruyle, Krystal Short, Mark Steffes, Kathryn Theis, Sarah Tode, Brenda Valadezz-Servin, Denise Widenski, Erika Wotnoske;

Hold 2022-2023 Amusement Device Operator License to: Red's Novelty Ltd, 1921 S 74th St, Jay Jacomet, Owner, for appearance;

Grant 2022-2023 Amusement Device Operator License to:

- 1) American Entertainment Services, Inc, W337 S5059 Hwy GG, Dousman, Kenneth Grothman, Owner;
- 2) Games Are Us, Inc, W144 S6315 College Ct, Muskego, Steven Murphy; Owner;
- 3) National Entertainment, 246 S Taylor Ave, Unit 200, Louisville, CO, James Sevalt, Manager;
- 4) Wisconsin P & P Amusement, 12565 W Lisbon Rd, Brookfield, Michael Weigel, Owner;

Grant 2022-2023 Auto Salvage License to: Al's Auto Salvage, Inc, 10942 S 124th St, Albert Schill, Manager, pending inspections;

Grant 2022-2023 Day Care License to: L & T, LLC, DBA LMN's Operation Playground, 11224 W Forest Home Ave, Lisa Norgel, Owner;

Grant 2022-2023 Day Care License to: Ingenious, Inc, DBA Ingenious, Inc, 7260 S 76 St, Marilyn Quinonez, Manager; and Jubilee Faith Center, Inc, DBA Jubilee Christian School, 3639 W Ryan Rd, Tanya Soich, Manager, pending inspections;

Grant 2022-2023 Entertainment & Amusement License to: Innovative Health & Fitness Building LLC, DBA Innovative Health & Fitness, 8800 S 102nd St, Scott Cole, Owner, pending inspections;

Grant 2022-2023 Mobile Home License to: Badger MHP, LLC, DBA Badger Mobile Home Park, 6405 S 27th St, Jason Janda, Manager, pending inspections;

Grant Extraordinary Entertainment & Special Event License to: Rock Sports Complex, The Hill Has Eyes, Paul Cimoch, at 7005 S Ballpark Dr on: Every Friday & Saturday from 9/30/2022 through 10/29/2022, pending inspections & proof of insurance; and

Grant Temporary Class B & Wine License to: Civic Celebrations, Fourth of July Festivities, John Bergner at 9229 W Loomis Rd, on 7/1/2022 thru 7/4/2022.

Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Alderwoman Hanneman moved to approve the following from the License Committee Meeting of May 17, 2022:

Hold 2021-2022 & 2022-2023 Operator License to: Aarion Gonzalez & Megan Peiffer for appearance;

Grant 2021-2022 & 2022-2023 Operator License to: Heidi Fisher, James Talaska with letter;

Grant 2021-2022 Operator License to Connie Young;

Grant 2021-2022 & 2022-2023 Operator License to: Rajendra Patel, Amber Radmer;

Grant 2022-2023 Operator License to: Manuel Corres-Coria, Kevin Ives, Joseph Pollack, Brynn Sett; and

Grant 2022-2023 Amusement Device Operator License to Red's Novelty Ltd, 1921 S 74 St, West Allis, Jay Jacomet, Owner with letter.

Alderman Nelson vacated his seat at 8:56 p.m. and returned at 8:59 p.m.

Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of May 12, 2022 in the amount of \$2,550,939.89; payroll dated May 6, 2022 in the amount of \$457,745.91 and payments of the various payroll deductions in the amount of \$258,100.04, plus City matching payments and estimated payroll dated May 20, 2022 in the amount of \$430,000 and payments of the various payroll deductions in the amount of \$445,000, plus City matching payments and Property Tax disbursements with an ending date of May 12, 2022 in the amount of \$5,114.91 and approval to release Library vouchers not to exceed \$15,000.00. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
ACQUISITION OF
PROPERTIES FOR
PUBLIC PARK USE IN
SOUTHWEST AREA

- G.15. Alderman Barber moved to enter closed session at 8:00 p.m. pursuant to Wis. Stats. §19.85(1)(e), to consider the potential acquisition of properties intended to be used for public park purposes in the general southwest area of the City and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 8:33 p.m.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 8:33 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, June 7, 2022 at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, to hear public comment regarding a proposed ordinance to amend §92-9. of the Municipal Code of the City of Franklin, Wisconsin, pertaining to impact fees upon land development pursuant to § 66.0617 of the Wisconsin Statutes, pursuant to the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, a revised public facilities needs assessment prepared for the City, including but not limited to proposed amendments to the impact fee amounts for Transportation, Fire, Water, and Sanitary Sewer. The proposed amendments provide for: an increase to single-family and two-family residential land development fees approximating 35%, an increase to multi-family residential land development fees approximating 33%, an increase to commercial land development fees approximating 23%, an increase to industrial land development fees approximating 12%, a change in methodology to apportion Water fees based on water meter size rather than the current residential equivalent connections, and implementing a fee reduction in support of housing affordability which applies a reduction to homes that are less than 75 percent of the average square footage of homes from the prior year and a reduction to homes that are 50 percent of the average square footage of homes from the prior year.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.0617(3). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend §92-9. Impact fees, of the Municipal Code, as aforesaid, together with a copy of the revised public facilities needs assessment pursuant to Wis. Stat. §§ 66.0617(3) and (4)(b), i.e., the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, are available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft form ordinance is subject to revisions following the public hearing and the further consideration by the City of Franklin Common Council.

Dated this 5th day of May, 2022.

Sandra L. Wesolowski
City Clerk

Publish on May 11, 2022
N.B. Class I

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<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 6/7/2022</p>
<p>PUBLIC HEARING</p>	<p>A Public Hearing Regarding Proposed Amendments to §92-9 of the Municipal Code Pertaining to Impact Fees for Transportation System Facilities, Sanitary Sewer System Facilities, Water System Facilities, and Fire and Emergency Medical Service Facilities</p>	<p style="text-align: center;">ITEM NUMBER <i>D.</i></p>

BACKGROUND

At the May 3, 2022 Common Council Meeting, the Council approved a motion accepting the attached Public Facilities Needs Assessment and Impact Fee Study dated April 27, 2022, and directed that a public hearing be held to consider input and adopt a revised Impact Fee ordinance.

The attached public hearing notice was published in the South Now newspaper on May 11, 2022. In conjunction with the publishing of the notice, the attached proposed ordinance to amend §92-9. Impact Fees of the Municipal Code together with a copy of the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, were made available and open for inspection by the public in the Office of the City Clerk.

The study addresses public facilities in the areas of Transportation, Sanitary Sewer, Water, and Fire and Emergency Medical Services (EMS). The Water and Sewer portions of the study were left out of the most recent update in 2020, with plans to bring them forward at another time. In addition, there have been changes since the last update in the Transportation and Fire and EMS areas that prompted including those in this study.

ANALYSIS

Ed Maxwell, the City's consultant from Ruckert & Mielke, Inc. will be present at the June 7, 2022, Common Council Meeting, for the public hearing and to continue the discussion, along with staff, on this item.

A few important considerations are as follows:

- The Water System Facilities, along with the accompanying impact fees, have not been re-evaluated since being implemented in 2002. Therefore, the planning period of 2000 to 2020 has expired and it is imperative to update at this time.
- The Sanitary Sewer System Facilities, along with the accompanying impact fees, have not been re-evaluated since being implemented in 2013.
- The Fire and EMS Facilities, along with the accompanying impact fees, were updated in 2020; however, changes to the planning of Stations are prompting the need for another review.
- The Transportation Facilities, along with the accompanying impact fees, were updated in 2020; however, changes to the planning of projects, including the Department of Public Works facility expansion, are prompting the need for another review.
- The projects included in the study, if a priority of the City, should be strongly considered for inclusion in impact fee calculations as the alternative would be to have existing property owners pay for new facilities due to growth.
- The Common Council may deviate from the study if it determines that additional costs can/should be funded through other City sources.
- There are changes recommended with regard to impact fee rates due to housing affordability

- Best practices are to review the fees on a more regular cycle than has been done previously. Therefore, staff is recommending a 5-year cycle for review, unless substantial changes in planning/projects prompt specific areas to be reviewed more frequently.

The study recommends updating the fees as follows:

Table 31 Summary of Impact Fees *

Type of Impact Fee	Single family or Two-Dwelling Unit	Multi family Dwelling Unit	Commercial Unit (per 1,000 sq ft)	Industrial Unit (per 1,000 sq ft)
Proposed Fees				
<i>Transportation (Proposed)</i>	\$4,602	\$3,554	\$1,947	\$959
<i>Fire (Proposed)</i>	\$320	\$247	\$135	\$67
<i>Water (Proposed, per equivalent meter)</i>	\$2,658	\$2,658	\$2,658	\$2,658
<i>Sanitary Sewer (Proposed, southwest only, per equivalent)</i>	\$3,596	\$3,596	\$3,596	\$3,596
Law Enforcement (Existing Fee -- No Change)	\$545	\$355	\$185	\$91
Parks (Existing Fee No Change)	\$2,012	\$1,307	N/A	N/A
<u>Library (Existing Fee No Change)</u>	<u>\$354</u>	<u>\$230</u>	<u>N/A</u>	<u>N/A</u>
Total of Proposed Fees	\$14,087	\$11,948	\$8,522	\$7,370
Existing Fees				
Transportation	\$696	\$453	\$235	\$115
Fire	\$477	\$309	\$162	\$79
Water (per equivalent meter)	\$2,822	\$2,822	\$2,822	\$2,822
Sewer (per equivalent meter)	\$3,501	\$3,501	\$3,501	\$3,501
Law Enforcement	\$545	\$355	\$185	\$91
Parks	\$2,012	\$1,307	N/A	N/A
<u>Library</u>	<u>\$354</u>	<u>\$230</u>	<u>N/A</u>	<u>N/A</u>
Total Existing Fees	\$10,407	\$8,977	\$6,905	\$6,608
Change from Existing Fees	\$3,680	\$2,971	\$1,617	\$762
Change from Existing Fees	35%	33%	23%	12%

* does not include administrative fees

Please note that staff and the City's consultant are continuing to analyze the following portions of the study/recommendations and will likely be presenting updates on the same at the June 7th and/or June 21st Council Meetings depending on when the final information is available:

- **Sewer Impact Fees**
 - Change the methodology back to the existing methodology with regard to multi-family units instead of charging those properties as other non-residential properties.
 - Change the Equivalent Meter Factors back to the existing methodology which was based on capacity rather than aligning the equivalencies with water usage.
 - Potentially adjust the rate based on the above changes, along with a final evaluation of expected sewer projects covered by impact fees to ensure best available information at this time.
- **Water Impact Fees**
 - Confirm that the equivalent meter method, as recommended in the study, is the most appropriate to calculate Water Impact Fees going forward.

FISCAL IMPACT

The fiscal impact is in regard to the amount of fees to be charged, based on the projects included, and the amount of the projects that will be funded with impact fees versus other City funding sources. The specific budgetary impact will be determined as projects are approved for completion.

COUNCIL ACTION REQUESTED

No specific action requested regarding the public hearing.

A separate item has been placed on the June 7, 2022 Common Council Meeting agenda for action pertaining to "An Ordinance to Amend §92-9. Impact Fees, of the Municipal Code, in Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated April 27, 2022".

**CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, June 7, 2022 at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, to hear public comment regarding a proposed ordinance to amend §92-9. of the Municipal Code of the City of Franklin, Wisconsin, pertaining to impact fees upon land development pursuant to § 66.0617 of the Wisconsin Statutes, pursuant to the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, a revised public facilities needs assessment prepared for the City, including but not limited to proposed amendments to the impact fee amounts for Transportation, Fire, Water, and Sanitary Sewer. The proposed amendments provide for: an increase to single-family and two-family residential land development fees approximating 35%, an increase to multi-family residential land development fees approximating 33%, an increase to commercial land development fees approximating 23%, an increase to industrial land development fees approximating 12%, a change in methodology to apportion Water fees based on water meter size rather than the current residential equivalent connections, and implementing a fee reduction in support of housing affordability which applies a reduction to homes that are less than 75 percent of the average square footage of homes from the prior year and a reduction to homes that are 50 percent of the average square footage of homes from the prior year.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.0617(3). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend §92-9. Impact fees, of the Municipal Code, as aforesaid, together with a copy of the revised public facilities needs assessment pursuant to Wis. Stat. §§ 66.0617(3) and (4)(b), i.e., the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, are available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft form ordinance is subject to revisions following the public hearing and the further consideration by the City of Franklin Common Council.

Dated this 5th day of May, 2022.

Sandra L. Wesolowski
City Clerk

Publish on May 11, 2022
N.B. Class I

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND §92-9. IMPACT FEES, OF THE MUNICIPAL CODE, IN PART AND PRIMARILY TO UPDATE SAME PURSUANT TO THE PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY DATED APRIL 27, 2022

WHEREAS, the Common Council having requested and received a Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, prepared by Ruckert & Mielke, Inc.; and

WHEREAS, the Common Council having reviewed the Public Facilities Needs Assessment and Impact Fee Study for Transportation System Facilities, Sanitary Sewer System Facilities, Water System Facilities, and Fire and Emergency Medical Service Facilities, at its meeting on May 3, 2022, at which the Common Council accepted the Public Facilities Needs Assessment and Impact Fee Study draft, and directed staff to undertake the preparation of an ordinance to amend the Municipal Code with regard to impact fees consistent with the materials reviewed and to schedule a public hearing for the review and consideration thereof; and

WHEREAS, a public hearing was held before the Common Council on June 7, 2022, to receive public input upon the proposed changes to §92-9. Impact fees, of the Municipal Code; and

WHEREAS, notice of the aforesaid public hearing was published as a Class 1 notice pursuant to Wis. Stat. §§ 66.0617(3) and 985.07(1), which notice specified that a copy of the proposed ordinance amendment and the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, were available and open for public inspection in the Office of the City Clerk; said Public Facilities Needs Assessment and Impact Fee Study having been so available in such Office for at least 20 days prior to the public hearing; and

WHEREAS, pursuant to the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, proposed amendments to the impact fees amounts included an increase to single-family and two-family residential land developments approximating 35%, an increase to multi-family residential land developments approximating 33%, an increase to commercial land developments approximating 23%, an increase to industrial land developments approximating 12%, a change in methodology to apportion Water Impact Fees based on water meter size rather than the current residential equivalent connections, and implementing a fee reduction in support of housing affordability which applies a reduction to homes that are less than 75% of the average square footage of new homes from the prior year and a reduction to new homes that are 50% of the average square footage of the new homes from the prior year; and

WHEREAS, the Common Council having reviewed the proposed amendment to §92-9. Impact fees, of the Municipal Code, and having found same to be reasonable, appropriately based, prepared and processed pursuant to Wis. Stat. § 66.0617, and in furtherance of the public health, safety and welfare and the public interest.

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

SECTION 1: §92-9.D. Fire protection and emergency medical facilities, (1) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) For single-family residential development, the fee, **effective July 1, 2022**, shall be \$445 [~~\$477~~ *current per subs L.*] **\$320** per dwelling unit.
- (b) For two-family residential development, the fee, **effective July 1, 2022**, shall be \$445 [~~\$477~~ *current per subs L.*] **\$320** per dwelling unit.
- (c) For multifamily residential development, the fee, **effective July 1, 2022**, shall be \$289 [~~\$309~~ *current per subs L.*] **\$247** per dwelling unit.
- (d) For commercial development, the fee, **effective July 1, 2022**, shall be ~~\$0.151~~ [~~\$0 162~~ *current per subs L.*] **\$0.135** per square foot of building space.
- (e) For industrial development, the fee, **effective July 1, 2022**, shall be ~~\$0.074~~ [~~\$0 079~~ *current per subs L.*] **\$0.067** per square foot of building space.
- (f) For institutional development, the fee, **effective July 1, 2022**, shall be ~~\$0.00~~ [~~\$0 00~~ *current per subs L.*] **\$0.00** per square foot of building space.

SECTION 2: §92-9.G. Transportation facilities, (1) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note: deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) For single-family or two-family residential development, the fee, **effective July 1, 2022**, shall be ~~\$651~~ [~~\$696~~ *current per subs L.*] **\$4,602** per dwelling unit.
- (b) For multifamily residential development, the fee, **effective July 1, 2022**, shall be ~~\$423~~ [~~\$453~~ *current per subs L.*] **\$3,554** per dwelling unit.
- (c) For commercial development, the fee, **effective July 1, 2022**, shall be ~~\$0.220~~ [~~\$0 235~~ *current per subs L.*] **\$1.947** per square foot of building space.
- (d) For industrial development, the fee, **effective July 1, 2022**, shall be ~~\$0.108~~ [~~\$0 115~~ *current per subs L.*] **\$0.959** per square foot of building space.
- (e) For institutional development, the fee, **effective July 1, 2022**, shall be ~~\$0.000~~ [~~\$0 000~~ *current per subs L.*] **\$0.000** per square foot of building space.

SECTION 3:

§92-9.H. Southwest Sanitary Sewer Service Area extension facilities, (2) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) The fee for single-family residential development, **effective July 1, 2022**, shall be ~~\$2,928~~ [*\$3,501 current per subs L*] **\$3,596** per dwelling unit.
- (b) The fee for multifamily buildings, **effective July 1, 2022**, shall be ~~an initial charge of \$2,928 for the first unit in a multifamily building and an additional \$1,464 for each additional living unit erected in the same multifamily building~~ [*\$3,501 for the first unit and \$1,751 for each additional unit current per subs L*] **based on the equivalent meter size in (c) below, and be treated the same as non-residential development.**
- (c) The fee for all development ~~[not including structures providing multifamily dwelling units, to which Subsection H(2)(b) above shall apply]~~, **effective July 1, 2022**, shall be determined as follows:

<u>Meter Size</u> <u>(inches)</u>	<u>Equivalent</u> <u>Meter Factor</u>	<u>2013</u> <u>Fee</u>	<u>Current</u> <u>Fee</u>	<u>Proposed</u> <u>Fee</u>
5/8"	1.00	\$2,928	\$3,501	\$3,596
3/4"	1.00	\$2,928	\$3,501	\$3,596
1"	2.50	\$7,320	\$8,753	\$9,052
1 1/4"	3.75	\$10,980	\$13,129	\$19,235
1 1/2"	5.00	\$14,640	\$17,506	\$29,621
2"	8.00	\$23,424	\$28,009	\$71,052
2.5"	12.50	\$36,600	\$43,763	\$91,383
3"	15.00	\$43,920	\$52,514	\$250,239
4"	25.00	\$73,200	\$87,525	\$636,067
6"	50.00	\$146,400	\$175,044	\$903,452
8"	80.00	\$234,240	\$280,074	\$1,275,754
10"	120.00	\$351,360	\$420,110	\$1,648,055
12"	160.00	\$468,480	\$560,146	\$2,020,357

SECTION 4:

§92-9.I. Water supply and distribution facilities, (2) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) The fee for single-family residential development, **effective July 1, 2022**, shall be ~~\$1,269~~ [*\$2,822 current per subs L*] **\$2,658** per dwelling unit.
- (b) The fee for all other development, **effective July 1, 2022**, shall be determined as follows:

<u>Meter Size (inches)</u>	<u>Equivalent Meter Factor</u>	<u>2002 Fee</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
5/8"	1.00	\$1,269*	\$2,822*	\$2,658
3/4"	1.00	\$1,269*	\$2,822*	\$2,658
1"	2.52	*	*	\$6,691
1 1/4"	5.35	*	*	\$14,218
1 1/2"	8.24	*	*	\$21,895
2"	19.76	*	*	\$52,518
2.5"	25.41	*	*	\$67,546
3"	69.59	*	*	\$184,966
4"	176.88	*	*	\$470,152
6"	251.24	*	*	\$667,791
8"	354.77	*	*	\$942,979
10"	458.30	*	*	\$1,218,168
12"	561.83	*	*	\$1,493,356

* Previously based on \$2,822 per REC for non-residential properties.

Delete §92-9.1.2.(b).[1]

Delete §92-9.1.2.(b).[2]

§92-9.I. Water supply and distribution facilities, (3) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows: Since the impact fee determined under Subsections H(2)(b)[1] and [2] are no longer in effect as of July 1, 2022, the City will only recalculate the impact fee based upon the highest actual quarterly usage by a nonresidential account, anytime within five years of the establishment of a fee based on RECS. Further, future changes to use of development will only change if the water meter is replaced with a new water meter of a larger size.

Delete §92-9.1.2.(b)[4]

SECTION 5:

§92-9.J. Fee reduction, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: the new provision shall be designated as Subsection (1) of Subsection J., replacing the existing Subsection (1) which will be deleted, is hereby created to read as follows: A fee reduction in support of housing affordability which applies a reduction of fees by 25% to new homes that are less than 75% of the average square footage of new homes in the prior year, reduction of fees by 50% to new homes that are less than 50% of the average square footage of new homes in the prior year.

Subsection (2) of Subsection J shall be deleted.

SECTION 6: 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 7: This ordinance shall take effect and be in force from and after its passage and publication, or July 1, 2022, whichever is later.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of June, 2022, by _____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 7th day of June, 2022.

APPROVED:

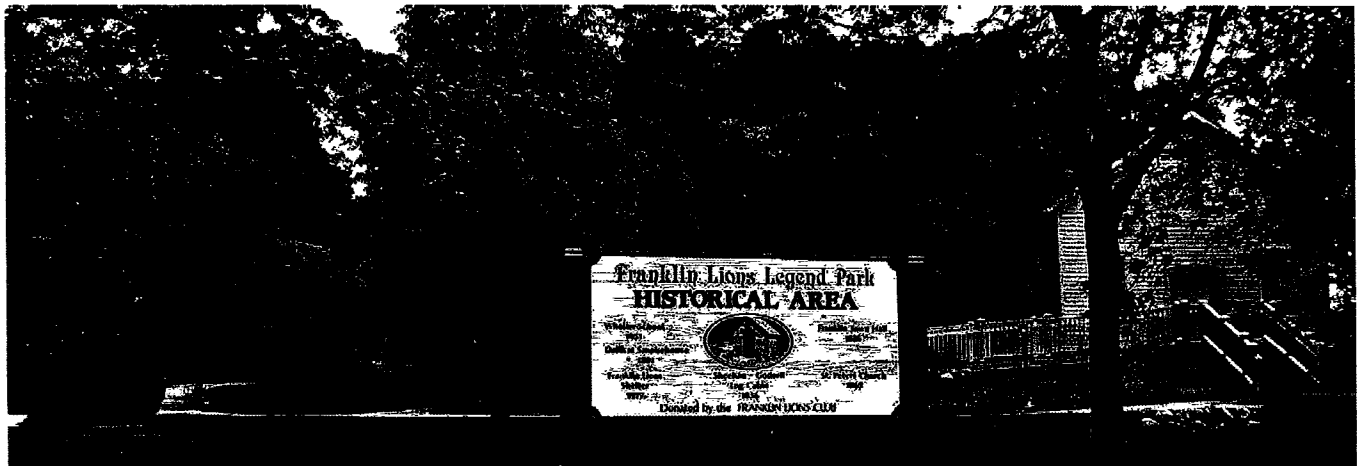
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

Public Facilities Needs Assessment and Impact Fee Study



PREPARED FOR:

City of Franklin

9229 W. Loomis Rd

Franklin, WI 53132

PREPARED BY:

Ruekert & Mielke, Inc.

W233N2080 Ridgeview Pkwy

Waukesha, WI 53188

Public Facilities Needs Assessment and Impact Fee Study

April 27, 2022

 **Ruekert • Mielke**

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PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY

PURPOSE AND BACKGROUND

This study is a public facility needs assessment under Wisconsin Statutes § 66.0617(4). This study develops and recommends impact fees that comply with the impact fee standards in Wis Stat § 66.0617(6).

Ruekert & Mielke, Inc (R/M) and the City of Franklin (Franklin) have prepared several impact fee studies and updates

- 2002 Public facilities needs assessment and impact fee study for law enforcement & municipal courts, fire & emergency medical services, library, parks, transportation, and water facilities
- 2004 Amendment to impact fees for law enforcement & municipal court, and fire & emergency medical services facilities
- 2012 Public facilities needs assessment and impact fee study for southwest sanitary sewer service area (fees adopted in 2013)
- 2013 Public facilities needs assessment and impact fee study update for parks
- 2015 Public facilities needs assessment and impact fee study update for parks
- 2020 Public facilities needs assessment and impact fee study for law enforcement & municipal courts, fire & emergency medical services, library, parks, and transportation

The level of detail meets the state statutes, which grant latitude to municipalities in how they spend impact fee funds. As the footnotes to Wis Stat § 66.0617 explain, the law “allows a municipality to impose impact fees for a general type of facility without committing itself to any particular proposal before charging the fees.” The footnotes to the statutes make explicit that a “municipality must be allowed flexibility to deal with the contingencies inherent in planning.” The project details that follow in this study represent Franklin’s best planning at this time, but Franklin reserves its statutory right to alter its planning to best suit evolving needs after this study is finished.

As required by the Wisconsin Statutes, each fee section contains an inventory of existing facilities, a list of future projects, the service standards, existing deficiencies, and the calculation of the impact fee. The study also contains the required analysis on the effect the proposed impact fees would have on housing affordability.

The fees contained in this study do not apply to public school facilities per Franklin’s ordinance § 92-9 K, which was amended in April of 2020 to exclude them.

GENERAL

The growth forecast and service area give a common framework for developing impact fees for specific facility types

Growth Forecast

We forecast the following population growth through 2040 as shown in Table 1

Year	Residential Population	Change Since 2020
2010	35,497	
2015	36,270	
2020	36,816	
2025	37,844	1,028
2030	38,984	2,168
2035	40,739	3,923
2040	42,111	5,295

Our population forecast is based on the most recent Wisconsin Department of Administration Demographics Services Center forecast R/M adjusted the Demographics Services Center forecast downward by approximately 25 percent based on conversations with City staff, including the City Planning Manager

This forecast assumes an annual growth rate of approximately 0.7 percent. If Franklin grows at a significantly higher or lower rate, especially over the course of several years, Franklin should update its impact fees to reflect this change.

The population forecast is used to calculate fees that are charged to residential development. For the water impact fees, the residential customer water demand is projected based on the population forecast.

Impact fees for other kinds of development besides residential need to base their forecast on something other than population. Some fees such as transportation fees are based on square feet of new building development. To determine new development for businesses and industry, we used the Southeastern Wisconsin Regional Planning Commission (SEWRPC) land use planning data, Franklin's final statement of assessment for 2020, and Franklin's comprehensive master plan.

In the table below, to forecast through 2040, R/M calculated the annual growth rate that SEWRPC projected by land use class and applied 20 years' worth of growth to the 2020 acreage. Franklin's total land is over 22,000 acres, with approximately three-quarters having been developed. In the table below, only the classes that are both eligible to be charged impact fees and show growth are shown. Similar to the population forecast, the growth for the residential class was adjusted.

Public Facilities Needs Assessment and Impact Fee Study

downward by approximately 25 percent based on conversations with City staff. The growth in each class is shown in the column on the far right of Table 2.

Land Use	2020 Development (Acres)	2040 Development (Acres)	Change (Acres)
Developed Land Eligible for Impact Fees			
Residential *	6,682.0	7,046.8	364.8
Commercial	557.0	644.6	87.6
Industrial **	545.0	643.7	98.7
Total	7,784.0	8,335.0	551.0

* 2040 residential development reduced from SEWRPC's forecast per City staff

** 2040 development adds 71 acres of known industrial development onto SEWRPC's annual growth rate

Table 3 below was created to allocate impact fees among the classes based on their share of the growth. For example, since residential land use is forecast to make up 66 percent of the growth, 66 percent of costs eligible for impact fees will be assigned to and paid for by residential development. The Development column numbers in Table 3 come from the far right column in Table 2.

Land Use	Development (Acres)	Percent of Category
Residential	364.8	66.2
Commercial	87.6	15.9
Industrial	98.7	17.9
Total	551.0	100.0

For transportation fees, as well as fees for fire and emergency services, the residential fees are charged on a per-residence basis. The commercial and industrial fees are charged on a per-square-foot-of-building basis. To arrive at a forecast of square feet of building for commercial and industrial development in Table 4 below, R/M multiplied the anticipated acreage for each class by the ratio of building area to gross lot area. The result, the Forecast Incremental Building Floor Area, serves as the basis for dividing up costs for the two classes.

Public Facilities Needs Assessment and Impact Fee Study

Table 4 Forecast Incremental Building Floor Area 2020 to 2040

Land Use	Extrapolated Development (Acres)	Average Gross Floor Area Ratio *	Forecast Incremental Building Floor Area (sq ft) **
Commercial	87.6	0.32	1,221,074
Industrial	98.7	0.65	2,794,592
Total	186.2		4,015,666

* Source: City of Franklin Unified Development Ordinance

** 1 acre = 43,560 square feet

The fees for both the water and sanitary sewer departments are forecast on an equivalent-meters basis. The forecast methodology is explained in their respective sections below.

Service Area

Wis Stat § 66.0617(4)(a)2 requires Franklin to base impact fees on an explicitly identified service area. The service area for this study is the entire City of Franklin, except for the sanitary-sewer impact fees. The service area for sanitary-sewer impact fees includes the area within the southwest quadrant of Franklin that is served with sanitary sewer by the Ryan Creek Interceptor. See Appendix A for the map defining Franklin's sanitary-sewer service area.

TRANSPORTATION SYSTEM FACILITIES

Franklin plans to continue to impose impact fees to fund transportation system facilities described in the 2002 impact fee study and updated in the 2020 study.

The table below inventories the key City-owned arterial streets. Arterial streets are the major streets, often with wider cross sections, that serve to carry traffic through the community between major destination points or that carry inter-community traffic. The Average Daily Traffic is on days that the roads are not obstructed due to inclement weather, construction, or other significant events.

Public Facilities Needs Assessment and Impact Fee Study

Table 5 - Transportation Inventory (Arterial Streets)	
Road Segment	Average Daily Traffic
35th St from Drexel to Puetz	720
35th St from Puetz to Ryan	1,100
51st St from College to Rawson	7,800
51st St from Rawson to Puetz	6,150
51st St from Puetz to Ryan	4,300
60th St from Ryan to County Line	1,500
68th St from S T H 36 to Rawson	2,300
68th St from Rawson to Puetz	2,650
92nd St from College to Rawson	1,800
92nd St from St Martins Road to County Line	NA
Woods Road from Cape to W City Limits	4,100
Drexel Ave from 27th to 35th	6,500
Drexel Ave from 35th to 51st	7,500
Drexel Ave from 51st to 76th	7,300
Drexel Ave from 76th to S T H 36th	6,900
Drexel Ave from S T H 36 to S T H 45	8,800
Puetz Rd from 27th to 35th	3,700
Puetz Rd from 35th to 51st	2,500
Puetz Rd from 51st to 76th	3,200
Puetz Rd from 76th to S T H 45	2,700
Oakwood Rd from 27th to 60th	1,300
Oakwood Rd from 60th to 76th	1,300
Oakwood Rd from 76th to 124th	NA
County Line Rd from 27th to 124th	390

Source Department of Transportation Traffic Count Map as of October 2020

NA. not available

The table below inventories all the streets in Franklin This list comes from geographic org

Public Facilities Needs Assessment and Impact Fee Study

100th Street	Country Club Drive	Jenna Court	Pebble Beach Court
107th Street	Countryside Court	Jenna Drive	Pineberry Court
118th Ct N	Countryside Drive	Jerelin Drive	Pleasant View Circle
118th Ct S	County Line Road	Juliana Drive	Princeton Drive
35th Street	Crystal Ridge Road	Karth Court	Redwood Court
42nd Street	Cypress Court	Kathleen Court	Ridgewood Drive
Amberidge Drive	Cypress Lane	Kensington Way	River Meadows Court
Ashland Way	Deerbrooke Court	Knoll Court	River Ridge Pkwy
Basswood Drive	Dory Drive	Lake Pointe Circle	River Terrace Drive
Beachwood Court	Dover Hill Court	Lake Pointe Court	Riverview Road
Beacon Hill Ct E	E Francis Court	Lake Pointe Drive	Grandview Court
Beacon Hill Ct W	Eight Mile Road	Lakewood Court	Root River Drive
Bishops Way	Elmwood Drive	Legend Creek Court	Royal Court
Brenwood Drive	Elroy Court	Legend Drive	S 100th Street
Briarwood Drive	Ernest Drive	Lindner Drive	S 107th Street
Brunn Drive	Evans Court	Links Drive	S 109th Street
Bruss Lane	Evans Drive	Madison Court	S 111th Street
Bur Oak Court	Fairway Circle	Mallard Court	S 112th Street
Cambridge Court	Fieldview Court	Mallory Way	S 116th Street
Cambridge Drive	Forest Hills Circle	Maple Ridge Court	S 117th Street
Canterbury Court	Forest Meadows Circle	Marshfield Court	S 118th Street
Carolyn Court	Forest Meadows Court	Martinton Court	S 120th Street
Carroll Circle	Forest Meadows Drive	Martinton Drive	S 121st Street
Carter Boulevard	Four Oaks Court	McGinnis Drive	S 122nd Street
Carter Circle	Four Oaks Drive	Mission Hills Court	S 123rd Street
Carter Circle E	Foxcroft Court	Mission Hills Drive	S 124th Street
Carter Circle N	Franklin Street	Mission Woods Court	S 27th Street
Carter Circle S	Golden Court	Morningside Court	S 28th Street
Carter Circle W	Golden Lake Court	Mulligan Lane	S 29th Street
Cascade Court	Harvard Drive	Nature Center Drive	S 31st Street
Cascade Oaks Court	Heatheridge Court	Oakwood Drive	S 33rd Street
Castle Court	Heatheridge Drive	Old Loomis Road	S 34th Street
Cedar Ridge Court	High View Drive	Old Orchard Lane	S 35th Street
Chapel Hill Ct E	Hillendale Drive	Park Court	S 36th Street
Chapel Hill Ct N	Hillsdale Drive	Parkcrest Circle	S 37th Street
Chapel Hill Ct W	Hilltop Court	Parkedge Circle	S 38th Street
Clayton Court	Hollyann Lane	Parkland Court	S 39th Court
Conforti Court	Imperial Drive	Parkland Drive	S 39th Street
Coronado Court	Ironwood Drive	Parkview Court	S 40th Street
Country Club Circle	Janet Court	Patricia Court	S 41st Street

Public Facilities Needs Assessment and Impact Fee Study

S 42nd Street	S 83rd Street	S Lannonstone Court	Stonebrook Court
S 43rd Street	S 84th Street	S Longview Court	Stonewood Circle
S 44th Street	S 85th Street	S Lovers Lane Road	Stonewood Drive
S 45th Street	S 87th Street	S Meadowcreek Court	Susanna Court
S 46th Street	S 88th Street	S Mission Drive	Terrace Drive
S 47th Place	S 89th Street	S North Cape Road	Thorncrest Court
S 47th Street	S 90th Street	S Nottingham Way	Tiernan Court
S 48th Street	S 92nd Street	S Oak Creek Court	Travis Court
S 49th Street	S 94th Street	S Oakwood Park Drive	Travis Lane
S 50th Street	S 96th Street	S Pacific Street	Trinity Court
S 51st Street	S 99th Street	S Parkwood Drive	Tuckaway Shores Drive
S 52nd Street	S Avian Way	S Phyllis Lane	Tumble Creek Drive
S 53rd Street	S Barn Owl Court	S Prairiewood Lane	Twin Oaks Boulevard
S 54th Street	S Blackbird Trail	S Preserve Way	Twin Oaks Court
S 55th Street	S Bluestem Court	S Redwing Drive	US Highway 45
S 56th Street	S Brian Court	S Rhonda Court	Valley Drive
S 57th Street	S Bridge View Drive	S River Court	W Acre Avenue
S 57th Street	S Carmel Drive	S River Lane	W Airways Avenue
S 58th Street	S Carroll Circle	S Riverwood Boulevard	W Alanna Court
S 59th Street	S Chapel Hill Court	S Ryan Green Court	W Alesci Drive
S 60th Street	S Chapel Hill Drive	S Scepter Drive	W Allwood Drive
S 61st Street	S Cobblestone Way	S Scherrei Drive	W Anita Lane
S 66th Street	S Cordgrass Circle E	S Shadwell Circle	W Anthony Drive
S 67th Street	S Cordgrass Circle W	S Sherwood Drive	W Balboa Street
S 68th Street	S Craig Court	S Southwood Court	W Barnwood Court
S 69th Street	S Deerwood Lane	S Springhill Lane	W Beacon Hill Drive
S 70th Street	S Dory Drive	S Steepleview Drive	W Beacon Hill Place
S 72nd Street	S Fieldstone Court	S Stone Hedge Drive	W Belmar Drive
S 73rd Street	S Fountain Court	S Tifton Drive	W Berkshire Drive
S 74th Street	S Franklin Drive	S Tumblecreek Drive	W Birchwood Lane
S 75th Street	S Friar Court	S Victory Creek Court	W Blackbird Court
S 76th Street	S Golden Lake Way	S Woelfel Road	W Bosch Lane
S 77th Street	S Grant Lane	S Yorkshire Court	W Briarwood Drive
S 78th Street	S Hawthorne Lane	Sanctuary Road	W Bur Oak Drive
S 79th Street	S Highway 100	Scepter Court	W Callaway Court
S 80th Street	S Hillside Drive	Septer Drive	W Candlestick Lane
S 81st Drive	S Juliana Drive	Sherwood Court	W Canterbury Court
S 81st Street	S Karrington Drive	Spindle Top	W Cardinal Lane
S 81st Street Street	S Kiefer Drive	State Highway 100	W Carmel Drive
S 82nd Street	S Lakeview Drive	State Highway 36	W Carolyn Court

Public Facilities Needs Assessment and Impact Fee Study

W Cascade Drive	W Highlands Drive	W Pine Street	W Swiss Street
W Cedar Ridge Court	W Hillside Court	W Pineberry Rdg	W Sycamore Street
W Central Avenue	W Hilltop Lane	W Plainsview Drive	W Thorncrest Drive
W Charles Court	W Hollow Lane	W Plaza Drive	W Tuckaway Creek Drive
W Church Street	W Hunters Court	W Prairie Grass Way	W Tuckaway Pines Circle
W Claire Court	W Hunting Park Drive	W Preserve Court	W Tumble Creek Drive
W Cobblestone Way	W James Avenue	W Princeton Pines Court	W Tumblecreek Court
W College Avenue	W Janet Court	W Puetz Road	W Tumblecreek Drive
W Cortez Circle	W Jefferson Terrace	W Rawson Avenue	W Valley View Drive
W Cortez Road	W Jodi Place	W Red Leaf Court	W Vanderheyden Drive
W County Line Road	W Jordan Court	W Redwing Drive	W Venture Drive
W Coventry Drive	W Kent Street	W Rhoder Avenue	W Victory Creek Drive
W Crest Court	W Lakeview Drive	W River Park Court	W Villa Drive
W Deerwood Lane	W Lakewood Lane	W River Pointe Drive	W Whispering Ridge Pass
W Devinshire Drive	W Larkspur Road	W Robinwood Lane	W Winston Way
W Dory Drive	W Lauren Court	W Royal Court	W Woelfel Road
W Drake Lane	W Leah Avenue	W Ryan Place	W Woodland Drive
W Drexel Avenue	W Loomis Road	W Ryan Road	W Woods Road
W Edgehill Court	W Madison Avenue	W Saint Michaels Court	W Woodview Drive
W Elm Court	W Madison Boulevard	W Saint Patricks Court	W Woodward Drive
W Elm Leaf Lane	W Magellan Street	W Saint Stephans Drive	W Yorkshire Circle
W Elm Road	W Mallard Court	W Scepter Circle	Weeping Willow Court
W Evergreen Street	W Maplecrest Drive	W Scepter Court	West Virginia Circle
W Fitzsimmons Road	W Margaret Lane	W Scherrei Drive	Whispering Oaks
W Forest Hill Avenue	W Marquette Avenue	W Shadwell Circle	Whitnall Edge Circle
W Forest Home Avenue	W Mary Ann Drive	W Sharon Lane	Whitnall Edge Court
W Francis Court	W Mayers Drive	W Sherwood Drive	Whitnall Edge Drive
W Franklin Drive	W McShane Road	W Shields Drive	Whitnall Edge Road
W Franklin Terrace	W Meadow Lane	W Silverwood Court	Wildwood Creek Court
W Friar Lane	W Melissa Court	W Skamra Avenue	Williams Court
W Glen Court	W Minnesota Avenue	W Somerset Drive	Willow Pointe Court
W Glenwood Drive	W Mission Court	W Southland Drive	Willow Pointe Pkwy
W Grandview Court	W Missouri Avenue	W Southview Drive	Woodbury Court
W Greyhawk Court	W Monastery Drive	W Southway Drive	Woodbury Drive
W Greyhawk Lane	W Mourning Dove Court	W Southwood Drive	Woodcrest Circle
W Hawthorne Lane	W Norwood Lane	W Spring Street	Woodcrest Court
W Herda Place	W Oakwood Drive	W Steepleview Lane	Woodfield Court
W Hidden Oaks Court	W Oakwood Park Drive	W Steven Place	Woodfield Drive
W Hidden Oaks Drive	W Oakwood Road	W Stone Hedge Drive	Wyndham Hills Court
W High Street	W Parkwood Drive	W Street Martins Road	Wyndham Hills Pkwy
W Highland Park Avenue	W Pebble Beach Court	W Sunnybrook Road	Xavier Drive
			Yale Drive

Public Facilities Needs Assessment and Impact Fee Study

Franklin included one project for an arterial street in the approval two years ago for impact fees, the Oakwood Road Improvements project, but it is now removing that project due to other City priorities

Franklin is considering adding three other projects to this study, two sections of the 112th Street expansion and the Department of Public Works (DPW) building expansion, which combined with the existing space would create a DPW main facility of 82,285 square feet

Project	Cost
DPW Main Facility Expansion *	\$ 13,773,657
112th St (Ryan to Oakwood) **	5,250,000
112th St (Oakwood to 8 Mile) **	5,250,000
Total	\$ 24,273,657

- * 2022 estimate from Kueny Architects, LLC
Estimate excludes fixing existing deficiencies
- ** Estimate per Concord

The cost shown above for the DPW expansion excludes costs that address existing deficiencies. The table below shows the costs that were excluded. Kueny Architects provided the line-item costs as both high and low estimates, the costs below are an average of the high and low estimates.

Demo east salt structure	\$ 13,500
Vehicle storage -- existing	1,570,800
Shop areas (remodel existing office)	716,500
Mezzanine -- existing	180,000
Salt storage - replacement of existing	475,000
Subtotal	\$ 2,955,800
A/E Fee (4.5%)	133,011
Construction Manager (2.5%)	73,895
Contingency (8% to 15%)	339,917
Total	\$ 3,502,623

This amount, \$3.5 million, was deducted from the average total cost between the high and low estimates that Kueny Architects provided, which was just under \$17.3 million. Removing the average cost of existing deficiencies yields the total in Table 7 above of \$13.77 million.

According to City engineering, the current DPW building space suffices for the current needs. The table below inventories the current building space for the department.

Public Facilities Needs Assessment and Impact Fee Study

Vehicle Parking (sq ft)	28,560
Repair/Office/Shop (sq ft)	10,240
Mezzanine (sq ft)	6,000
East structures (sq ft)	9,930
Salt Storage Facilities (sq ft)	5,400
Total (sq ft)	60,130

The standard for the DPW main facility relates square feet of station space to population. Since the existing facility space measures up as adequate according to Franklin's engineering staff, the standard is set based on the ratio of the current facility space to the current population. With this standard, Franklin does not have any existing deficiencies, nor does it have any excess capacity. The table below shows the standard of square feet to thousand people living in Franklin. The Current Goal column shows the standard applied to the current population. The current goal matches the inventory below, so the Existing Deficiency column is blank. If the current goal was less than the inventory, then Franklin would have an existing deficiency. Since the current goal and the inventory are equal, there are no existing deficiencies. The Additions column shows the incremental new square footage that will be added. The Additions to Meet 2040 Needs column includes only the square footage that the standards call for in the next 20 years, anything exceeding the 2040 standards cannot be included. This amount is determined by applying the standard to the population growth during the forecast period.

The New Growth Share is the percentage of the overall project cost that can be recovered through impact fees.

Category	Standard for per 1,000			Additions to Meet		
	People	Current Population	Current Goal	Inventory	Existing Deficiency	Additions *
DPW Facility Space (sq ft)	1,633	36,816	60,130			
DPW Facility Space (sq ft)				60,130		25,155
						8,648
						34.4%

* Estimate provided by Kueny Architects LLC

Since the standard indicates some of the facility will serve future growth beyond 2040, only 34 percent of the expansion can be funded through impact fees.

Both sections of the 112th Street expansion project would predominantly serve new growth. The standard is based on population and existing average daily traffic count. Due to anticipated growth largely in the southwest, traffic is expected to increase on this street tenfold.

Public Facilities Needs Assessment and Impact Fee Study

Table 11 Transportation Facility Service Standard for 112th St

Category	Standard Trips per Person *	Current Population Estimate			
		Served by Road	Current Goal		
Average Daily Traffic Count	0.75	134	100		
Facility	Inventory	Existing Deficiency	Additions *	Additions to Meet 2040 Needs	New Growth Share
Average Daily Traffic Year round	100		1,000	900	90%

* Based on information provided by City Engineer

The table below combines the projects added this year with the existing debt from the projects included in the prior study. It subtracts the existing fund balance before arriving at the amount to be charged through impact fees.

Table 12 Transportation Impact Fees

	Estimated Cost	New Growth			
		Share	New Growth Cost		
DPW Main Facility Expansion	\$ 13,773,657	34.4%	\$ 4,735,278		
112th St (Ryan to Oakwood)	5,250,000	90.0%	4,725,000		
112th St (Oakwood to 8 Mile)	5,250,000	90.0%	4,725,000		
Debt for Previous Eligible Projects *			854,291		
Less Existing Transportation Fund Balance			77,269		
Costs to be Charged through Impact Fees			\$ 14,962,300		
Share of Costs					
Residential	66.2%	\$ 9,905,609			
Commercial	15.9%	2,377,520			
Industrial	17.9%	2,679,171			
Total	100.0%	\$ 14,962,300			
Residential Forecast					
Forecast 2040 Population	42,111				
Estimated Current Population	36,816				
Population Growth	5,295				
Recommended Fee per Person	\$ 1,871				
Development Type					
Development Type	Assumed People per Unit	Forecast Units	People per Development Type	Recommended Fee per Development Type	Subtotal Forecast Fees
Single-family or Two-family Dwelling Unit **	2.46	1,657	4,077	\$ 4,602	\$ 7,627,319
Multi-family Dwelling Unit ***	1.90	641	1,218	\$ 3,554	2,278,290
Total		2,298	5,295		\$ 9,905,609
* This total is the remaining debt attributable to the new growth portion of the transportation projects from the prior study					
** Based on US Census data					
*** Based on National Multifamily Housing Council data					
Commercial and Industrial Forecast					
Land Use	Forecast Incremental Building Floor Area (sq ft)	Recommended Fee per 1,000 Sq Ft	Subtotal Forecast Fees		
Commercial	1,221,074	\$ 1,947	\$ 2,377,520		
Industrial	2,794,592	\$ 959	2,679,171		
			\$ 5,056,691		
Total Forecast Fees			\$ 14,962,300		

Public Facilities Needs Assessment and Impact Fee Study

A public needs assessment and impact fee study determine the upper limit of what can be charged but not the exact amount that a municipality must charge. In other words, a municipality can charge equal to or less than what is presented in an impact fee study.

If the fees above were adopted, transportation fees would increase significantly. The table below shows the current fees and the portion of the potential fees that each project makes up of the fees above. The current fees include debt for completed new-growth projects and the new-growth portion of the Oakwood Road improvements (not included in the proposed fees). If Franklin is concerned fees would increase too much, Franklin could elect to fund only one or two of the projects through impact fees and either forego the other project(s) or fund 100 percent of them with other City funds.

Development Type	Current Fees	Potential Fees				All Projects
		Debt less Fund Balance	DPW Facility Expansion	112th St (Ryan to Oakwood)	112th St (Oakwood to 8 Mile)	
Single-family or Two-family Dwelling Unit	\$ 696	\$ 239	\$ 1,456	\$ 1,453	\$ 1,453	\$ 4,602
Multi-family Dwelling Unit	\$ 453	\$ 185	\$ 1,125	\$ 1,122	\$ 1,122	\$ 3,554
Commercial (per 1,000 sq ft)	\$ 235	\$ 101	\$ 617	\$ 615	\$ 615	\$ 1,948
Industrial (per 1,000 sq ft)	\$ 115	\$ 50	\$ 304	\$ 303	\$ 303	\$ 959

SEWER SYSTEM FACILITIES

Sanitary sewer impact fees were first implemented in 2013 for the southwest area of Franklin served by the Ryan Creek Interceptor (RCI).

For the purposes of this study, the entire area is undeveloped with regard to municipal sanitary sewerage facilities except for those residences within developments such as Ryan Meadows, Park Circle, and Ryan Manor that have connected to adjacent facilities and have paid impact fees already. Therefore, all future development within this area is new development with respect to Franklin's sanitary sewerage system, and all the costs are eligible for impact fees.

However, as described in Franklin's Sanitary Sewer Extension Cost Recovery Policy, a portion of the cost of each segment will be charged to abutting properties, either through developer contributions or special assessments. The impact fees must therefore be reduced by the amount of anticipated contributions from abutting property owners. Franklin's policy is to charge a maximum amount per foot of abutting frontage, with the maximum amount determined by the land use of the abutting property and the minimum diameter main required to serve different land uses. Certain types of property, such as wetlands and transportation rights-of-way, cannot be assessed. The contributions, along with the remaining costs, are shown in the table below.

The total that excludes Trunks 12R and 24 is the amount used for calculating impact fees, since those two may not be built during the forecast period. Approximately \$500,000 will be recovered from abutting property owners, leaving approximately \$12.8 million to be recovered through impact fees.

Public Facilities Needs Assessment and Impact Fee Study

Table 13 - Project Costs						
Sewer Segment	Land Use	Frontage (feet)	Segment Cost	Maximum Assessable Cost / Foot	Maximum Assessable Cost	Remaining Cost
Trunk 11						
	Commercial	220	\$ 64,905	\$201	\$ 4,416	\$ 60,489
	<u>Non assessable</u>	<u>1,120</u>	<u>330,425</u>	<u>\$0</u>		<u>330,425</u>
	Subtotal	1,340	\$ 395,330		\$ 4,416	\$ 390,914
Trunk 12						
	Business Park	3,640	1,030,994	\$201	73,066	957,928
	Commercial	515	152,103	\$201	10,338	141,765
	Residential	3,690	1,033,763	\$164	60,354	973,409
	<u>Non assessable</u>	<u>14,465</u>	<u>3,467,689</u>	<u>\$0</u>		<u>3,467,689</u>
	Subtotal	22,310	\$ 5,684,549		\$ 143,757	\$ 5,540,792
Trunk 12K						
	Commercial	6,756	1,442,605	\$201	135,613	1,306,992
	Residential	1,844	437,391	\$164	30,160	407,230
	<u>Non-assessable</u>	<u>2,280</u>	<u>501,939</u>	<u>\$0</u>		<u>501,939</u>
	Subtotal	10,880	\$ 2,381,935		\$ 165,774	\$ 2,216,161
Trunk 12R						
	Light Manufacturing	1,600	251,204	\$201	32,117	219,087
	Residential	9,556	1,835,853	\$164	156,298	1,679,555
	<u>Non-assessable</u>	<u>18,764</u>	<u>3,380,128</u>	<u>\$0</u>		<u>3,380,128</u>
	Subtotal	29,920	\$ 5,467,185		\$ 188,415	\$ 5,278,770
Trunk 14						
	<u>Non-assessable</u>	<u>8,730</u>	<u>1,074,597</u>	<u>\$0</u>		<u>1,074,597</u>
Trunk 24						
	Residential	250	43,429	\$164	4,089	39,340
	<u>Non-assessable</u>	<u>5,090</u>	<u>884,221</u>	<u>\$0</u>		<u>884,221</u>
	Subtotal	5,340	\$ 927,650		\$ 4,089	\$ 923,561
Trunk 25						
	Residential	750	166,183	\$164	12,267	153,916
	<u>Non-assessable</u>	<u>210</u>	<u>46,531</u>	<u>\$0</u>		<u>46,531</u>
	Subtotal	960	\$ 212,714		\$ 12,267	\$ 200,447
Trunk 26						
	Institutional	2,050	753,313	\$201	41,150	712,163
	Residential	3,160	1,067,664	\$164	51,685	1,015,979
	<u>Non-assessable</u>	<u>1,520</u>	<u>551,666</u>	<u>\$0</u>		<u>551,666</u>
	Subtotal	6,730	\$ 2,372,643		\$ 92,835	\$ 2,279,809
Trunk 32						
	<u>Non-assessable</u>	<u>140</u>	<u>38,353</u>	<u>\$0</u>		<u>38,353</u>
Trunk 34						
	Commercial	4,440	988,233	\$201	89,124	899,109
	<u>Non-assessable</u>	<u>860</u>	<u>191,414</u>	<u>\$0</u>		<u>191,414</u>
	Subtotal	5,300	\$ 1,179,647		\$ 89,124	\$ 1,090,523
Total		91,650	\$ 19,734,603		\$ 700,676	\$ 19,033,927
Total less Trunks 12R and 24		56,390	\$ 13,339,768		\$ 508,172	\$ 12,831,596

Notes

Source City of Franklin Comprehensive Plan, Ruekert/Mielke

Costs include 30% for contingency, engineering, and administration

Costs updated w/ ENR's Construction Cost Index for annual inflation, index average in 2012 was 9,308 and in Feb 2022 was 12,684

See Appendix A for a map of service area including the trunks

Per City Engineer, assumed assessable portion of trunks = 10%

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Trunks 35, 39, 40, and 41 have been removed since the prior study. Trunk 39 is no longer needed because of a developer-built trunk while Trunk 41 is not needed anymore because there is now service running adjacent to the Ryan Creek Interceptor in that area. Trunks 35 and 40 have been constructed.

(Note: The RCI sanitary sewer service area sewer impact fee established as part of this study applies to new land development as defined by Wisc. Stat. § 66.0617. An identical fee in the same amount, called a sanitary sewer collection fee, will be applied to any existing residential dwelling units and any existing nonresidential development that connect to the city's sanitary sewerage system. As opposed to the sanitary sewer impact fee, which is collected upon issuance of a building permit by Franklin, the sanitary sewer collection fee will be collected upon issuance of a plumbing permit by Franklin for the connection of these existing facilities to Franklin's sanitary sewerage system.)

Franklin has been charging impact fees for sanitary sewer on an equivalent-meters basis. R/M developed an estimate of equivalent meters that equals the number of new residential units that are being forecast because most if not all of the residential growth is assumed to occur in the southwest section of Franklin. Based on SEWRPC's forecast of development in the southwest, R/M estimates that approximately two-thirds of the nonresidential development will occur in this area as well. Therefore, all the meters for residential development and two-thirds of the nonresidential meters are included in the total number of equivalent meters below. The water impact fee section explains the methodology for how the equivalencies are calculated.

Once the forecast for equivalent meters has been established, we can divide the total eligible costs among the equivalent meters to arrive at an impact fee per meter.

Total Costs less Assessable Costs		12,831,596
<u>Less Existing SW Sanitary Sewer Fund Balance</u>		<u>290,165</u>
Net Costs Eligible for Impact Fees		\$ 12,541,430
Equivalent Meters		3,488
Fee per Equivalent Meter		\$3,596
	Equivalent	Fee per
Meter Size	Meter Factor	Meter
5/8"	1.0	\$3,596
3/4"	1.0	\$3,596
1'	2.5	\$9,052
1.5"	8.2	\$29,621
2"	19.8	\$71,052
3'	69.6	\$250,239
4"	176.9	\$636,067
6"	251.2	\$903,452
8'	354.8	\$1,275,754
10"	458.3	\$1,648,055
12'	561.8	\$2,020,357

A meter for a single-family residence will always equal the cost for a 3/4-inch meter, regardless of the house's actual meter size.

The meter equivalencies have been updated to match the meter equivalencies for water impact fees. This methodology is explained in the water impact fee section.

This new proposed fee is approximately 3 percent higher than the current fee. Several projects have been removed, but the forecast for equivalent meters has fallen.

WATER SYSTEM FACILITIES

Franklin plans to continue to impose impact fees to fund water system improvements. Franklin first imposed impact fees for its water system in 2002. Since then, several projects have been completed, and the system needs new projects to provide service for future growth.

Below is an inventory of the water system's current infrastructure.

Public Facilities Needs Assessment and Impact Fee Study

Table 15 - Water Inventory			
Existing Water Supply Facilities		Actual Capacity (gallons/minute)	Primary Purpose
Well 8		1,000	Standby
Total		1,000	
Existing Booster Pump Stations		Actual Capacity (gallons/minute)	Primary Purpose
Drexel Booster Station P1		1,600	Booster
Drexel Booster Station P2		1,600	Booster
Drexel Booster Station P3		900	Booster
Drexel Booster Station P4		1,400	Booster
Puetz Road Booster Station P1		1,750	Booster
Puetz Road Booster Station P2		875	Booster
Puetz Road Booster Station P3		1,750	Booster
Puetz Road Booster Station P4		875	Booster
Total		10,750	
Existing Storage Facilities		Total Capacity (gallons)	Type
Tank 1		500,000	Elevated Tank
Tank 2		2,000,000	Elevated Tank
Total		2,500,000	
Existing Water Mains			
Diameter (inches)	Length (ft)	Function	Material
4	189	Supply	Other Plastic
6	48,482	Supply	Other Metal
6	32,698	Supply	Other Plastic
8	104,375	Supply	Other Metal
8	437,495	Supply	Other Plastic
10	11,579	Supply	Other Plastic
12	81,069	Transmission	Other Metal
12	175,595	Transmission	Other Plastic
16	55,536	Transmission	Other Metal
16	120,425	Transmission	Other Plastic
20	19,270	Transmission	Other Metal
24	16,367	Transmission	Other Metal
Total	1,103,080		

Source 2020 PSC Annual Report

Note Reservoir 8 is no longer in use

All the projects under Phases I and II in the 2002 impact-fee study have been completed, as have several of the Phase III and Phase IV projects. The projects from the study that need to be completed are the two elevated storage tanks, and oversizing of mains for new growth remains an ongoing need.

Public Facilities Needs Assessment and Impact Fee Study

A new water system study was produced in 2009 by Kaempfer & Associates. The study recommended building three tanks to serve new growth, the same one on Puetz Road that the 2002 impact fee study had included and two on Lovers Lane instead of just one that the original study had included.

For the two towers on Lovers Lane, the 2009 study recommended a combined size of 1.5 million gallons. Franklin plans to construct two 1-million gallon tanks instead. Franklin will take one of its current tanks out of service, a 500,000 gallon tank. Since one-half of one of the new tanks is essentially replacement, one-half of that cost is excluded.

The 2009 study also included a 16-inch transmission main on St. Martins Road, 12-inch transmission main on Church Street, and a building expansion for the water and sewer utility's shared facility. However, only the building expansion was identified as being needed for servicing future growth, the other projects were deemed essential for augmenting reliability for service to existing customers. The other projects are therefore considered existing deficiencies and are not eligible for impact fees.

The project costs listed below for the storage tanks were provided by City Engineering staff. The first Lovers Lane tower is more expensive than the second one because it will include extensive site work and the oversizing costs of the water main needed to connect the towers to the rest of the system. The second tower shows only half the cost since half of its capacity will replace an existing tower's capacity.

The building expansion was finished in 2015 and is listed at actual cost, but it is the cost for only the water-utility portion of the building (the facility was constructed for both the sewer utility and the water utility). The estimate for oversizing in the forecast time period is based on an annual average of oversizing costs since 2006, with the costs adjusted by the Engineering News Record Cost Construction Index (ENR CCI) to 2022 dollars.

Project	Cost
Puetz Road Elevated Storage Tank	\$ 7,360,827
First Lovers Lane Elevated Storage Tank *	\$ 6,126,507
Second Lovers Lane Elevated Storage Tank **	1,688,263
Oversizing 2021-2040	6,100,000
Building Expansion ***	1,680,000
Total	\$ 22,955,597

* Total does not include amount special assessed

** Excludes half the cost since it is replacing existing 0.5 MG tank

*** Total is only for portion of expansion used for water utility

The standard applied to the storage tanks is capacity based on maximum-day demand. The most recent water system study indicates that these projects are needed exclusively to meet the capacity needs for future growth. However, the forecast for growth was based on trends that did not continue since the study was conducted. The 2009 study forecast that in 2020, average daily demand would be over 4.5 million gallons, but average daily demand in 2020 was 2.4

Public Facilities Needs Assessment and Impact Fee Study

million gallons, or less than 60 percent of what had been forecast. Both lower population growth and increased conservation and efficiency measures have caused actuals to fall below the forecast.

R/M applied long-range compound annual growth rates to create a new forecast for average daily demand. For maximum day demand, a multiyear average of maximum day to average day demand ratio was used. For peak hour demand, the ratio of average day to peak hour demand from the Kaempfer study was applied. The bottom line of the table below compares the R/M forecast to the forecast in the water study.

Study Comparison	Average (million gallons/day)	Max Day (million gallons/day)	Peak Hour (million gallons/day)
2009 Water System Study Forecast	6.1	13.9	24.2
R/M Forecast	3.5	5.9	10.5
Current Forecast as % of Prior Forecast	57.8%	42.5%	43.3%

Only the portion of the project that will serve future needs within the forecast period – the next 20 years – can be recovered through impact fees. The Kaempfer study explained that total water storage is based on maximum-day demand, so per the adjusted forecast, 42 percent of the cost can be recovered using impact fees.

The standard for main oversizing is also capacity. Since by definition oversizing is intended solely to provide excess capacity for anticipated future growth, all oversizing costs can be attributed to future growth.

The standard applied to the building expansion is based on population compared to square footage of building space. Most of the building expansion was needed to serve the existing population, i.e., to fix an existing deficiency, but almost a fifth of it was needed to serve future growth.

Category	Standard per 1,000	Current Population		Future	
	Population	Estimate	Current Goal	Population	Future Goal
Water Building (Square Feet)	276	36,816	10,148	42,111	11,608
Facility	Prior Inventory	Existing Deficiency	Additions	Additions to Meet 2040 Needs	New Growth Share
Water Building (Square Feet)	3,310	6,838	8,298	1,460	17.6%

* Does not include space from the sewer section portion of building

Prior Inventory refers to the building size before the expansion was completed. The Prior Inventory and Additions include only the portion of the building used by the water utility. Only 18 percent of the cost can be recovered through impact fees.

Public Facilities Needs Assessment and Impact Fee Study

Below is the costs for the projects with the new growth share shown

Project	Full Cost	New Growth Share	Cost to New Growth
Puetz Road Elevated Storage Tank	\$ 7,360,827	42.5%	\$ 3,126,594
First Lovers Lane Elevated Storage Tank	6,126,507	42.5%	2,602,303
Second Lovers Lane Elevated Storage Tank	1,688,263	42.5%	717,109
Oversizing	6,100,000	100.0%	6,100,000
Building Expansion	1,680,000	17.6%	295,509
Total	\$ 22,955,597		\$ 12,841,515

Franklin reserves the right to amend this list outside of a formal impact fee study based on court rulings regarding impact fees. As the footnotes on Wis. Stat. § 66.0617 explain, the law “allows a municipality to impose impact fees for a general type of facility without committing itself to any particular proposal before charging the fees. The needs assessment must simply contain a good-faith and informed estimate of the sort of costs the municipality expects to incur for the kind of facility it plans to provide. A municipality must be allowed flexibility to deal with the contingencies inherent in planning.” Franklin may therefore add projects to serve new growth as needed.

To allocate the cost among new growth, impact fees have been apportioned based on meter size.

RM recommends changing methodology away from apportioning fees based on residential equivalent connections for several reasons. Apportioning fees based on meter size is much easier for customers to understand, offers more consistency and predictability in fees for both customers and the City, and greatly simplifies the City’s task of administering the fees.

Forecasting meter count by size was performed differently for each class depending on what was most appropriate for that class. For the single-family residential and multifamily residential classes, the number of new meters was projected based on the number of new units that would be added in the next 20 years. The number of new units was based on the population forecast. Below is the forecast for new residential units.

Public Facilities Needs Assessment and Impact Fee Study

Table 20 - Forecast Residential Units

Population Increase *	5,295		
Development Type	People per Unit	Forecast Units	People
Single-family or Two-family Dwelling Unit **	2 46	1,657	4,077
Multifamily Dwelling Unit ***	1 90	641	1,218
Total		2,298	5,295

* See Growth Forecast section
 ** Based on US Census data
 *** Based on National Multifamily Housing Council data

For all classes, the growth among each of the meter sizes was proportioned according to their existing distribution. Below is the projected number of new meters for both the single-family and multifamily residential classes.

Table 21 - Forecast New Growth Residential Meters

Meter Size	Current Residential Meter Count *	Current Share	Incremental Residential Meters
1/2" **	-	0 00%	-
3/4"	7,230	94 84%	2,179
1"	212	2 78%	64
1 5"	111	1 46%	33
2"	65	0 85%	20
3"	2	0 03%	1
4"	1	0 01%	-
6"	2	0 03%	1
8"	-	0 00%	-
10"	-	0 00%	-
12"	-	0 00%	-
	7,623	100 00%	2,298

* Combines residential and multifamily residential count from 2020 PSC annual report

** Excludes 1/2" meters for forecasting purposes since Franklin is no longer installing them

For the public authority class, the number of new meters was projected based on the compound annual growth rate for the number of customers. For the last four years, the compound annual growth rate is negligible. Coupled with a declining land-use forecast for the institutional class, the flat growth rate caused R/M to forecast no growth in the public-authority meter count.

Public Facilities Needs Assessment and Impact Fee Study

For irrigation meters, the compound annual growth rate is approximately 1.5 percent for the last four years. However, the land-use forecast for agriculture shows a decline in agriculture, so no irrigation meters were included in the forecast.

For the commercial and industrial classes, the number of new meters was projected to match the forecast land-use growth for each class. The forecast for land-use growth is presented in Table 2, and the relevant data is used in the table below.

Land Use	2020 Development (Acres)	2040 Development (Acres)	Change (Acres)	Change		
Commercial	557.00	644.55	87.55	15.72%		
Industrial	545.00	643.66	98.66	18.10%		
Forecast increase in commercial meters		16%				
Forecast increase in industrial meters		18%				
Meter Size	Commercial	% Share	Incremental Commercial Meters	Industrial	% Share	Incremental Industrial Meters
1/2"		0.00%	-		0.00%	-
3/4"	164	49.85%	26	3	11.54%	1
1"	78	23.71%	12	9	34.62%	2
1.5"	46	13.98%	7	6	23.08%	1
2"	32	9.73%	5	4	15.38%	1
3"	9	2.74%	1	3	11.54%	1
4"		0.00%			0.00%	
6"		0.00%	-	1	3.85%	-
8"		0.00%	-		0.00%	-
10"		0.00%	-		0.00%	-
12"		0.00%	-		0.00%	-
	329	100.00%	51	26	100.00%	6

The following table sums up the forecast meters by size.

Meter Size	Residential	Commercial	Industrial	Total
1/2"	-	-	-	-
3/4"	2,179	26	1	2,206
1"	64	12	2	78
1.5"	33	7	1	41
2"	20	5	1	26
3"	1	1	1	3
4"	-	-	-	-
6"	1	-	-	1
8"	-	-	-	-
10"	-	-	-	-
12"	-	-	-	-
Total	2,298	51	6	2,355

Equivalency Factors were created between the meter sizes based on actual demand within Franklin in 2020. Average demand per meter size was calculated, and then the factors were

Public Facilities Needs Assessment and Impact Fee Study

created in relation to the residential meter size of ¾-inch. For instance, since the average demand for a 1-inch meter was 2.52 times as much as a ¾-inch meter, then the 1-inch meter has an equivalent meter factor of 2.52. Equivalent factors for meter sizes 6 inches and larger were extrapolated using linear regression since Franklin has very few meters this size or larger. The Equivalency Factor was then multiplied by the number of meters per size to equate the number of future connections to the total number of equivalent residential meters.

Meter Size	Equivalency Factor	Incremental Meters	Equivalent Meters
¾"	1.00	2,206	2,206
1"	2.52	78	196
1.5"	8.24	41	338
2"	19.76	26	514
3"	69.59	3	209
4"	176.88	-	-
6"	251.24	1	251
8"	354.77	-	-
10"	458.30	-	-
12"	561.83	-	-
Total		2,355	3,714

With the total number of equivalent meters and the total cost attributed to new growth, the impact fee per equivalent meter can be calculated. The existing balance in the water impact-fee fund is subtracted from the total cost first, and then the remaining cost is divided by the number of equivalent meters. The fee per equivalent meter is multiplied by the equivalent meter factor to arrive at the impact fee to charge each meter size. A meter for a single-family residence will always equal the cost for a ¾-inch meter, regardless of the house's actual meter size.

Public Facilities Needs Assessment and Impact Fee Study

Table 25 - Calculation of Impact Fee

Total New Growth Costs	\$12,841,515
<u>Less Existing Water Fund Balance</u>	<u>2,969,092</u>
Net Costs Eligible for Impact Fees	\$ 9,872,423
Equivalent Meters	3,714
Fee per Equivalent Meter	\$2,658

Meter Size	Equivalent Meter Factor	Fee per Meter
1/2"	1 00	\$2,658
3/4"	1 00	\$2,658
1"	2 52	\$6,691
1 5"	8 24	\$21,895
2"	19 76	\$52,518
3"	69 59	\$184,966
4"	176 88	\$470,152
6"	251 24	\$667,791
8"	354 77	\$942,979
10"	458 30	\$1,218,168
12"	561 83	\$1,493,356

The proposed fee would reduce the fee to a single-family residence by approximately 6 percent due to several of the projects from the prior study having been completed and paid for

FIRE AND EMERGENCY MEDICAL SERVICES FACILITIES

Franklin plans to continue to impose impact fees to fund facilities improvements for the fire and emergency medical services (EMS) department

The table below inventories existing fire and EMS facilities

Public Facilities Needs Assessment and Impact Fee Study

Fire Station No	Facility Space	Area (Square Feet)
	Subtotal Station Space	8,029
	Subtotal Station Space	8,336
	Subtotal Station Space	7,230
	Total Station Space	23,595

Source 2002 Impact Fee Study, except fire station #2, which is from Kueny Architects

Since the impact-fee study that was completed two years ago, the City has pivoted from adding a new station to replacing Station 2 and locating it in the southwest quadrant of Franklin. Since much of the development is anticipated to take place in the southwest, locating a fire station in this quadrant would provide the most benefit and keep response times within guidelines established by the National Fire Protection Association. The original cost and size come from Kueny Architects, LLC. The cost and size have been scaled down, however, to include only the incremental portion of the project. In other words, neither the cost nor size of the portion of the project that is replacing station 2 is included in the table below, only the portion for new growth. The average of the high and low estimates provided by Kueny is \$7.1 million, so since approximately 35 percent of the space is replacing station 2, approximately 35 percent of the cost was removed, bringing the total in the table below to \$4.6 million.

Project	Area (Square Feet)	Cost
Project: Fire Station 2 Relocation and Expansion Station Space	15,224	\$ 4,616,893

* Cost estimate per Kueny Architects, excludes inflationary adjustment

** Cost estimate includes only space incremental to station 2

The standard for fire and EMS facilities relates square feet of station space to population. Since the existing facility space measures up as adequate according to the fire chief, the standard is set based on the ratio of the current facility space to the current population. With this standard, Franklin does not have any existing deficiencies, nor does it have any excess capacity. The table below shows the standards of square feet to population. The Additions column shows the area from prior table. The Additions to meet 2040 needs includes only the square footage that the standards call for in the next 20 years, anything exceeding the 2040 standards cannot be included.

The New Growth Share is the percentage of the overall project cost that can be recovered through impact fees.

Public Facilities Needs Assessment and Impact Fee Study

Category	Standard per 1,000 Population	Current Population Estimate	Current Goal		
Station Space (Square Feet)	641	36,816	23,595		
Facility	Current Inventory	Existing Deficiency	Additions	Additions to Meet 2040 Needs	New Growth Share
Station Space (Square Feet)	23,595	-	15,224	3,394	22.3%

The table below shows the impact fee calculation. Since Franklin is still paying off the debt for fire station 3, which was included in the prior impact-fee study, this debt is included in what can be charged through impact fees. The existing fund balance is deducted from what can be charged.

	Estimated Cost	New Growth Share	New Growth Cost		
Cost for New Station	\$ 4,616,893	22.3%	\$ 1,029,130		
Debt for Fire Station #3 *			247,240		
Less Existing Fire and Rescue Services Fund Balance			235,130		
Total Eligible for Impact Fees			\$ 1,041,240		
Share of Costs					
Residential	66.2%	\$ 689,340			
Commercial	15.9%	165,454			
Industrial	17.9%	186,446			
Total	100.0%	\$ 1,041,240			
Residential Forecast					
Forecast 2040 Population	42,111				
Estimated Current Population	36,816				
Population Growth	5,295				
Fee per Person	\$ 130				
Assumed People					
Development Type	per Unit	Forecast Units	People per Development Type	Recommended Residential Fees	Subtotal Forecast Fees
Single-family or Two-family Dwelling Unit **	2.46	1,657	4,077	\$ 320	\$ 530,792
Multi-family Dwelling Unit ***	1.90	641	1,218	\$ 247	158,548
Total		2,298	5,295		\$ 689,340
* This total is the remaining debt attributable to the new growth portion of the new facility's cost					
** Based on US Census data					
*** Based on National Multifamily Housing Council data					
Commercial and Industrial Forecast					
Forecast Incremental					
Land Use	Building Floor Area (sq ft)	Recommended Fee per 1,000 Sq Ft		Subtotal Forecast Fees	
Commercial	1,221,074	\$ 135		\$ 165,454	
Industrial	2,794,592	\$ 67		186,446	
				\$ 351,900	
				Total Forecast Fees	\$ 1,041,240

The recommended fee is approximately 33 percent less than the current fee for a single-family home. The fee declined because the population forecast was lowered, meaning that more of the project cost is attributable to growth beyond the forecast period.

HOUSING AFFORDABILITY

Most households in Franklin find housing affordable. Franklin's median household income of \$75,000 exceeds Wisconsin's median household income of \$56,800. However, housing costs overburden many Franklin households. Data from the US Census Bureau shows that of the families that make less than \$50,000 per year, 65 percent, or nearly two-thirds, pay more than 30 percent of their income for housing. These families alone make up 20 percent of Franklin's total number of households.

The ordinance that Franklin passed reducing impact fees for low-cost housing on April 6, 2020 provides relief to those from lower incomes who are looking to purchase homes within the community. However, implementing this reduction may prove difficult since it is based on a certain percentage of average home cost. It also may not apply to much if any new housing since the ordinance sets eligibility at 40 percent of the average home cost from the year before. This threshold may be too low for new housing units to qualify.

Franklin may want to consider changing the ordinance to apply the reduction to homes that are less than 75 percent of the average square footage of homes from the prior year. Basing on the reduction on average square footage would simplify administering a policy that makes housing more affordable, and setting the size at 75 percent would likely make more new housing units eligible for the reduction. The impact fees for these housing units could be set at 75 percent. For new homes that are 50 percent or less of the average square footage, the fees could be set at 50 percent.

This reduction in fees will likely still not apply to many future homes in Franklin. Therefore, there is no need to adjust the forecast.

The information above provides context for evaluating the effect of impact fees on housing affordability. The table below shows the annual cost of a \$400,000 home, the estimated average value of a new house in Franklin.

Public Facilities Needs Assessment and Impact Fee Study

Table 30 - Availability of Affordable Housing

	No Impact Fee	Impact Fee**
Home Price*	\$ 400,000	\$ 414,087
Principal and Interest	\$ 23,132	\$ 23,947
Taxes	\$ 8,880	\$ 9,193
Annual Housing Cost	\$ 32,012	\$ 33,139
Income Required	\$ 114,329	\$ 118,355
Additional Income Required		\$ 4,026
Required Percent Increase		3.5%

* Typical new house price estimate provided by City staff

** Includes both proposed and other existing fees except admin fee

Public Facilities Needs Assessment and Impact Fee Study

SUMMARY AND NEXT STEPS

To fund the facilities needed by growth in the near future, we recommend revising the City's impact fees. The table below summarizes the proposed fees.

Type of Impact Fee	Single-family or Two-family Dwelling Unit	Multi family Dwelling Unit	Commercial Unit (per 1,000 sq ft)	Industrial Unit (per 1,000 sq ft)
Proposed Fees				
Transportation (Proposed)	\$4,602	\$3,554	\$1,947	\$959
Fire (Proposed)	\$320	\$247	\$135	\$67
Water (Proposed, per equivalent meter)	\$2,658	\$2,658	\$2,658	\$2,658
Sanitary Sewer (Proposed, southwest only, per equivalent)	\$3,596	\$3,596	\$3,596	\$3,596
Law Enforcement (Existing Fee No Change)	\$545	\$355	\$185	\$91
Parks (Existing Fee No Change)	\$2,012	\$1,307	N/A	N/A
Library (Existing Fee -- No Change)	\$354	\$230	N/A	N/A
Total of Proposed Fees	\$14,087	\$11,948	\$8,522	\$7,370
Existing Fees				
Transportation	\$696	\$453	\$235	\$115
Fire	\$477	\$309	\$162	\$79
Water (per equivalent meter)	\$2,822	\$2,822	\$2,822	\$2,822
Sewer (per equivalent meter)	\$3,501	\$3,501	\$3,501	\$3,501
Law Enforcement	\$545	\$355	\$185	\$91
Parks	\$2,012	\$1,307	N/A	N/A
Library	\$354	\$230	N/A	N/A
Total Existing Fees	\$10,407	\$8,977	\$6,905	\$6,608
Change from Existing Fees	\$3,680	\$2,971	\$1,617	\$762
Change from Existing Fees	35%	33%	23%	12%

* does not include administrative fees

According to state statute, municipalities must now provide developers with detailed explanations of how the impact fees being collected will be spent. R/M recommends that Franklin provides a written or electronic copy of this study to satisfy this statutory requirement.

To move forward with new impact fees, the following steps need to take place:

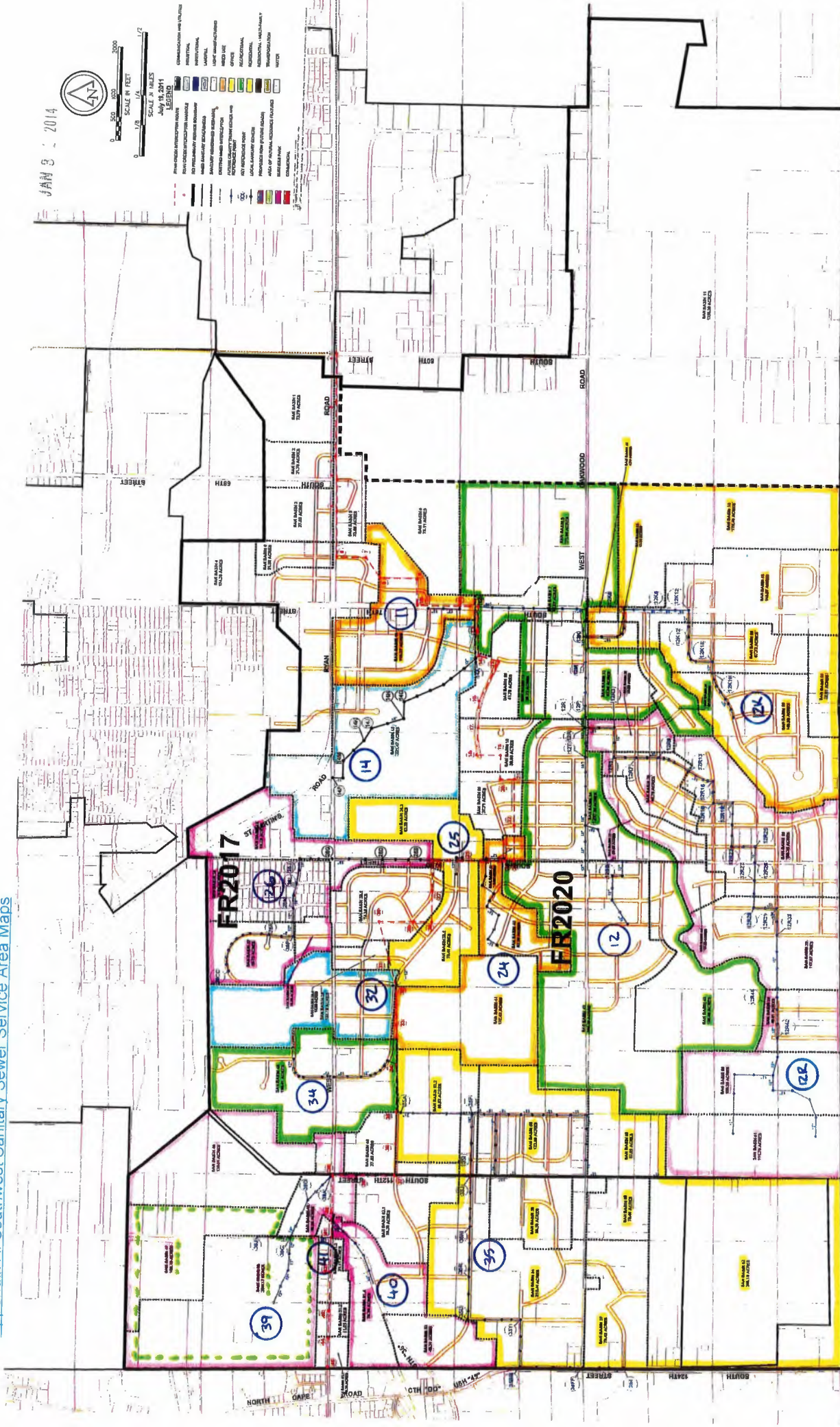
- 1) This study is presented to Franklin's Common Council.
- 2) The Common Council directs that a public hearing be held to hear public comment on this public facilities needs assessment and the proposed impact fees.
- 3) An ordinance is drafted to implement the recommended impact fees.
- 4) A Class 1 notice is published in the newspaper to provide the public 20 days' notice prior to the public hearing as required under Wisconsin Statutes 66.0617(4)(3)(b). The needs

assessment must be available 20 days prior to the public hearing to allow the public sufficient time to review

- 5) A public hearing is held to hear public comment on the needs assessment and the proposed ordinance to impose public facilities impact fees
- 6) After the public hearing, the Common Council may adopt the proposed ordinance as recommended or adopt the ordinance with amendments

R/M encourages Franklin to periodically update its impact fees to ensure they reflect the best growth forecasts, as well as the best capital cost and project estimates. Revisiting the fees every 5 years or as projects substantially change can help a community adjust its plans for new growth to provide the correct level of funding and avoid changing rates as drastically as would be the case if the community waited longer to update its fees.

Appendix A: Southwest Sanitary Sewer Service Area Maps



Trunk Sewer Tributary Areas 1-30-
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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/7/2022
REPORTS & RECOMMENDATIONS	An Ordinance to Amend §92-9. Impact Fees, of the Municipal Code, in Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated April 27, 2022	ITEM NUMBER G.1.

A public hearing is taking place at the June 7, 2022 Common Council Meeting to receive public input regarding proposed amendments to §92-9 of the Municipal Code pertaining to Impact Fees for the purpose of proposed amendments to the impact fee amounts for Transportation, Fire, Water, and Sanitary Sewer.

The proposed amendments provide for:

- an increase to single-family and two-family residential land development fees approximating 35%;
- an increase to multi-family residential land development fees approximating 33%;
- an increase to commercial land development fees approximating 23%;
- an increase to industrial land development fees approximating 12%;
- a change in methodology to apportion Water fees based on water meter size rather than the current residential equivalent connections; and
- implementing a fee reduction in support of housing affordability which applies a reduction to homes that are less than 75 percent of the average square footage of homes from the prior year and a reduction to homes that are 50 percent of the average square footage of homes from the prior year.

The draft Ordinance matches the study as presented to the Common Council on May 3, 2022 and included in the public hearing notice.

Please note that staff and the City's consultant are continuing to analyze the following portions of the study/recommendations and will likely be presenting updates on the same at the June 7th and/or June 21st Council Meetings, depending on when the final information is available, for Council consideration:

- **Sewer Impact Fees**
 - Change the methodology back to the existing methodology with regard to multi-family units instead of charging those properties as other non-residential properties.
 - Change the Equivalent Meter Factors back to the existing methodology which was based on capacity rather than aligning the equivalencies with water usage.
 - Potentially adjust the rate based on the above changes, along with a final evaluation of expected sewer projects covered by impact fees to ensure best available information at this time.
- **Water Impact Fees**
 - Confirm that the equivalent meter method, as recommended in the study, is the most appropriate to calculate Water Impact Fees going forward.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2022-_____, An Ordinance to Amend §92-9. Impact Fees, of the Municipal Code, in Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated April 27, 2022.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND §92-9. IMPACT FEES, OF THE MUNICIPAL CODE, IN PART AND PRIMARILY TO UPDATE SAME PURSUANT TO THE PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY DATED APRIL 27, 2022

WHEREAS, the Common Council having requested and received a Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, prepared by Ruckert & Mielke, Inc.; and

WHEREAS, the Common Council having reviewed the Public Facilities Needs Assessment and Impact Fee Study for Transportation System Facilities, Sanitary Sewer System Facilities, Water System Facilities, and Fire and Emergency Medical Service Facilities, at its meeting on May 3, 2022, at which the Common Council accepted the Public Facilities Needs Assessment and Impact Fee Study draft, and directed staff to undertake the preparation of an ordinance to amend the Municipal Code with regard to impact fees consistent with the materials reviewed and to schedule a public hearing for the review and consideration thereof; and

WHEREAS, a public hearing was held before the Common Council on June 7, 2022, to receive public input upon the proposed changes to §92-9. Impact fees, of the Municipal Code; and

WHEREAS, notice of the aforesaid public hearing was published as a Class 1 notice pursuant to Wis. Stat. §§ 66.0617(3) and 985.07(1), which notice specified that a copy of the proposed ordinance amendment and the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, were available and open for public inspection in the Office of the City Clerk; said Public Facilities Needs Assessment and Impact Fee Study having been so available in such Office for at least 20 days prior to the public hearing; and

WHEREAS, pursuant to the Public Facilities Needs Assessment and Impact Fee Study, dated April 27, 2022, proposed amendments to the impact fees amounts included an increase to single-family and two-family residential land developments approximating 35%, an increase to multi-family residential land developments approximating 33%, an increase to commercial land developments approximating 23%, an increase to industrial land developments approximating 12%, a change in methodology to apportion Water Impact Fees based on water meter size rather than the current residential equivalent connections, and implementing a fee reduction in support of housing affordability which applies a reduction to homes that are less than 75% of the average square footage of new homes from the prior year and a reduction to new homes that are 50% of the average square footage of the new homes from the prior year; and

WHEREAS, the Common Council having reviewed the proposed amendment to §92-9. Impact fees, of the Municipal Code, and having found same to be reasonable, appropriately based, prepared and processed pursuant to Wis. Stat. § 66.0617, and in furtherance of the public health, safety and welfare and the public interest.

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

- SECTION 1: §92-9.D. Fire protection and emergency medical facilities, (1) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:
The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:
- (a) For single-family residential development, the fee, **effective July 1, 2022**, shall be \$445 [~~\$477~~ *current per subs L.*] **\$320** per dwelling unit.
 - (b) For two-family residential development, the fee, **effective July 1, 2022**, shall be \$445 [~~\$477~~ *current per subs L.*] **\$320** per dwelling unit.
 - (c) For multifamily residential development, the fee, **effective July 1, 2022**, shall be \$289 [~~\$309~~ *current per subs L.*] **\$247** per dwelling unit.
 - (d) For commercial development, the fee, **effective July 1, 2022**, shall be \$0.154 [~~\$0 162~~ *current per subs L.*] **\$0.135** per square foot of building space.
 - (e) For industrial development, the fee, **effective July 1, 2022**, shall be \$0.074 [~~\$0 079~~ *current per subs L.*] **\$0.067** per square foot of building space.
 - (f) For institutional development, the fee, **effective July 1, 2022**, shall be \$0.00 [~~\$0 00~~ *current per subs L.*] **\$0.00** per square foot of building space.

- SECTION 2: §92-9.G. Transportation facilities, (1) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note. deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:
The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:
- (a) For single-family or two-family residential development, the fee, **effective July 1, 2022**, shall be \$651 [~~\$696~~ *current per subs L.*] **\$4,602** per dwelling unit.
 - (b) For multifamily residential development, the fee, **effective July 1, 2022**, shall be \$423 [~~\$453~~ *current per subs L.*] **\$3,554** per dwelling unit.
 - (c) For commercial development, the fee, **effective July 1, 2022**, shall be \$0.220 [~~\$0 235~~ *current per subs L.*] **\$1.947** per square foot of building space.
 - (d) For industrial development, the fee, **effective July 1, 2022**, shall be \$0.108 [~~\$0 115~~ *current per subs L.*] **\$0.959** per square foot of building space.
 - (e) For institutional development, the fee, **effective July 1, 2022**, shall be \$0.000 [~~\$0 000~~ *current per subs L.*] **\$0.000** per square foot of building space.

SECTION 3:

§92-9.H. Southwest Sanitary Sewer Service Area extension facilities, (2) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) The fee for single-family residential development, **effective July 1, 2022**, shall be ~~\$2,928~~ [*\$3,501 current per subs L*] **\$3,596** per dwelling unit.
- (b) The fee for multifamily buildings, **effective July 1, 2022**, shall be ~~an initial charge of \$2,928 for the first unit in a multifamily building and an additional \$1,464 for each additional living unit erected in the same multifamily building~~ [*\$3,501 for the first unit and \$1,751 for each additional unit current per subs L*] **based on the equivalent meter size in (c) below, and be treated the same as non-residential development.**
- (c) The fee for all development ~~[not including structures providing multifamily dwelling units, to which Subsection H(2)(b) above shall apply]~~, **effective July 1, 2022**, shall be determined as follows:

<u>Meter Size (inches)</u>	<u>Equivalent Meter Factor</u>		<u>2013 Fee</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
5/8"	1.00		\$2,928	\$3,501	\$3,596
3/4"	1.00		\$2,928	\$3,501	\$3,596
1"	2.50		\$7,320	\$8,753	\$9,052
1 1/4"	3.75	5.30	\$10,980	\$13,129	\$19,235
1 1/2"	5.00	8.20	\$14,640	\$17,506	\$29,621
2"	8.00	19.80	\$23,424	\$28,009	\$71,052
2.5"	12.50	25.40	\$36,600	\$43,763	\$91,383
3"	15.00	69.60	\$43,920	\$52,514	\$250,239
4"	25.00	176.90	\$73,200	\$87,525	\$636,067
6"	50.00	251.20	\$146,400	\$175,044	\$903,452
8"	80.00	354.80	\$234,240	\$280,074	\$1,275,754
10"	120.00	458.30	\$351,360	\$420,110	\$1,648,055
12"	160.00	561.80	\$468,480	\$560,146	\$2,020,357

SECTION 4:

§92-9.I. Water supply and distribution facilities, (2) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) The fee for single-family residential development, **effective July 1, 2022**, shall be ~~\$1,269~~ [*\$2,822 current per subs L*] **\$2,658** per dwelling unit.
- (b) The fee for all other development, **effective July 1, 2022**, shall be determined as follows:

<u>Meter Size (inches)</u>	<u>Equivalent Meter Factor</u>	<u>2002 Fee</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
5/8"	1.00	\$1,269*	\$2,822*	\$2,658
3/4"	1.00	\$1,269*	\$2,822*	\$2,658
1"	2.52	*	*	\$6,691
1 1/4"	5.35	*	*	\$14,218
1 1/2"	8.24	*	*	\$21,895
2"	19.76	*	*	\$52,518
2.5"	25.41	*	*	\$67,546
3"	69.59	*	*	\$184,966
4"	176.88	*	*	\$470,152
6"	251.24	*	*	\$667,791
8"	354.77	*	*	\$942,979
10"	458.30	*	*	\$1,218,168
12"	561.83	*	*	\$1,493,356

* Previously based on \$2,822 per REC for non-residential properties.

Delete §92-9.I.2.(b).[1]

Delete §92-9.I.2.(b).[2]

§92-9.I. Water supply and distribution facilities, (3) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows: Since the impact fee determined under Subsections H(2)(b)[1] and [2] are no longer in effect as of July 1, 2022, the City will only recalculate the impact fee based upon the highest actual quarterly usage by a nonresidential account, anytime within five years of the establishment of a fee based on RECS. Further, future changes to use of development will only change if the water meter is replaced with a new water meter of a larger size.

Delete §92-9.I.2.(b)[4]

SECTION 5:

§92-9.J. Fee reduction, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: the new provision shall be designated as Subsection (1) of Subsection J., replacing the existing Subsection (1) which will be deleted, is hereby created to read as follows: A fee reduction in support of housing affordability which applies a reduction of fees by 25% to new homes that are less than 75% of the average square footage of new homes in the prior year, reduction of fees by 50% to new homes that are less than 50% of the average square footage of new homes in the prior year.

Subsection (2) of Subsection J shall be deleted.

SECTION 6: 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 7: This ordinance shall take effect and be in force from and after its passage and publication, or July 1, 2022, whichever is later.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of June, 2022, by _____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 7th day of June, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/07/22
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER G.2.

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

COUNCIL ACTION REQUESTED

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

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<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;">June 7, 2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">CONCEPT REVIEW FOR A MULTIFAMILY RESIDENTIAL DEVELOPMENT LOCATED AT 0 S 31ST ST. (LOT 2 OF 7219 27TH ST, TKN 761 9955 004.) (HORIZON DEVELOPMENT GROUP INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

A Concept Review is an informal high-level perspective presentation of a potential project by a developer to the Common Council. While not required, the Concept Review provides developers with the opportunity to obtain comments from Common Council members before undertaking more detailed design and applications processes. The Concept Review is strictly optional by the request of a developer. No comments made at a Concept Review meeting are in any way binding upon any actions by the City during a subsequent required applications process. The Common Council does not entertain any motions or take any actions upon the potential project at a concept review meeting.

BACKGROUND & APPLICATION

On May 2, 2022, the applicant submitted the application for Concept Review. The applicant, Horizon Development Group Inc., has met with staff regarding this project location and potential development of the property into a two-building multifamily development proposed for the property located at 0 S 31st St. (Lot 2 of 7219 27th St). The development would have 36 units, parking, and stormwater facilities.

The documents attached include:

- Staff report prepared by the City Development Department and staff comments from other City departments.
- Applicant's Concept Review submittal: project summary and concept plan.
- Community member comments

COUNCIL ACTION REQUESTED

No action requested. No action to be taken.



CITY OF FRANKLIN
REPORT TO THE COMMON COUNCIL



Meeting of June 7, 2022

Concept Review

RECOMMENDATION: Provide direction to the applicant regarding the proposed development of the property bearing TKN 761 9955 004.

Project Name:	Horizon Development Group Inc. Multifamily Residential Concept Review
Applicant:	Horizon Development Group Inc.
Agent:	Scott Kwiecinski – Horizon Development Group Inc.
Project Address/Tax Key:	0 S 31st St. (Lot 2 of 7219 27th St) 761 9955 004
Property Owner:	ST JAMES CONGREGATION
Current Zoning:	I-1 Institutional District
Proposed Zoning:	B-4 South 27th St. Mixed Use Commercial District.
2025 Comprehensive Plan:	Natural Resources
Action Requested:	No action requested
Staff:	Marion Ecks, Associate Planner

The subject of this Concept Review is a proposal for a two-building multifamily development proposed for the property located at 0 S 31st St. (Lot 2 of 7219 27th St). The development would have 36 units, parking, and stormwater facilities.

The property is currently owned by the St. James Church. Lot 2 was created in 2017 through approval of Certified Survey Map 8143. The land had been previously divided from the main property of the church by the extension of 31st St. in 2007; the CSM formalized this land division.

The lot is 6.98 acres, and is currently vacant of structures or other improvements. Although a complete Natural Resource Protection Plan has not been produced at this stage, the lot contains areas of wetland, woodland, and Secondary Environmental Corridor. It is zoned I-1 Institutional District. The properties immediately north of this one have frontage along the south side of Rawson Avenue and are zoned B-4 South 27th St. Mixed Use Commercial District, with a pocket of FW Floodway district zoning. The church is to the east, and is also zoned I-1 Institutional. Properties to the immediate south and west are zoned R-6 Suburban Single-Family Residence District.

CONCEPT DESCRIPTION

The applicant is proposing a multifamily development and related parking and stormwater facilities, to be located on the eastern third of the lot. The current design is for two two-story buildings with a total of 36 units, and parking along 31st St. Stormwater facilities will be located to the west of the developed area, adjacent to natural resources. No impacts to wetlands or other features that would require a Natural Resource Special Exception are proposed at this time.

The applicant has provided conceptual drawings and a project summary, along with results of a recent wetland delineation.

The property is currently zoned I-1 Institutional; the applicant would need to request rezoning to B-4 South 27th St. Mixed Use Commercial District. Approval of any residential development in B-4 requires a Special Use, and site plan review by Plan Commission.

STAFF ANALYSIS

City Development staff has the following comments and concerns about this proposal:

- **Consistency with the Comprehensive Plan.** The Future Land Use Map of the Comprehensive Plan designates the entirety of this site as Natural Resources. Adjoining lots are designated with Future Land Uses of Natural Resources, Residential, or Mixed Use. The Natural Resource designation is not intended to preclude development, but to note the presence and importance of natural resources on the property.
- **Current Zoning and Proposed Development.** The current zoning of I-1 Institutional district allows for development of uses broadly related to civic, religious, or educational services (§15-3.0312). The applicant is requesting to rezone the parcel to B-4 South 27th Street Mixed Use Commercial District (§15-3.0304) to conform to neighboring zoning to the north. Residential development in B-4 zoning proceeds under the standards of the R-8 Multiple-Family Residence District (§ 15-3.0209), which further requires Special Use and Site Plan approval of the use and design. A similar development nearby, the Statesman Apartments, was built applying the same standards.
- **Overall Design.**
 - The proposed gross density is approximately 5.1 dwelling units per acre. Maximum allowable density under the proposed zoning is either 6.1 or 8 units per acre depending on the standards of the Special Use type selected for development. Staff has no objection to the proposed density of this development site.
 - The parcel is located in the 27th St Design Overlay District, however residential development is not subject to the standards of the overlay.
 - Staff has concerns about the configuration and screening of parking visible from the street and neighboring lots.

- The overall layout of the site is configured so that the bulk of buildings are situated away from nearby residential parcels, by placing one building on the north property line and orienting the second building at 90 degrees to lots to the south.
 - Design of the site works to limit impact to natural resources, which effectively render the western 2/3 of the property unusable without, at a minimum, DNR and City of Franklin approval. The presence of Secondary Environmental Corridor indicates the importance of natural resources here; impacts to them require additional scrutiny. The applicant will need to remove trees and shrubs, but is not currently proposing impacts to natural resources that exceed the limits permitted under Part 4 of the UDO.
- **Other Departmental Comments.** Staff from the Engineering, Fire, and Health departments offered up several comments regarding the proposal, which are attached in the attached Comments Memorandum sent to the applicant. Engineering and Fire departments comments are primarily technical comments.
 - It should be noted that the Engineering Department will require separate Engineering review for the utilities, grading, erosion control, any public improvements, and storm water management. The submittal to the Engineering Department will require a storm water management plan following UDO 15-8.06 that meets City, District (MMSD), and State requirements for storm water discharge. In general, the storm water management plan is a comprehensive plan designed to reduce the discharge of pollutants from storm water after the site has under gone final. The requirements cover both storm water runoff quantity and quality. The proposed development on the site will need to capture and treat storm water runoff to maintain or reduce pre-development (existing) runoff rates and will need to reduce the total suspended solids load by 80% as compared to no runoff management controls.
 - **Community Concerns.** Nearby resident has expressed concerns regarding the development. Letters of comment have been submitted for inclusion with this Concept Review and are attached. Key concerns are related to density, privacy, impacts to natural resources such as wetlands and drainage on the property, and property values. There was a neighborhood meeting regarding this development in 2021. If the applicant opts to proceed, staff recommends a neighborhood meeting with a Planner to discuss the review process and answer questions from the public.

CONCLUSIONS

Currently the lot in question is a vacant natural area, and nearby property owners have enjoyed the buffer that this provides. A residential use would be desirable to preserve that buffer, but given the location and other factors, a single-family home is unlikely to be built here. A large portion of the lot is significantly encumbered by natural resources, making it difficult to develop. A well designed multifamily development would offer similar buffering.

Staff notes that there is market demand for multifamily housing in the area. According to the

2020 Decennial Census, overall residential vacancy rates in both owner-occupied and rental housing are so low as to preclude new residents from moving into the City (3.4% vacancy, per Census, table H1).

Staff Recommendation:

Staff has no recommendation. This item does not have a recommended motion and no official action is to be taken.

Exhibits:

- Staff Comments
- Applicant narrative
- Applicant Exhibits
- Wetland Delineation Map
- Resident Comments

MEMORANDUM

Date: June 2, 2022
To: Scott Kwiecinski – Horizon Development Group Inc.
From: Department of City Development. Marion Ecks, Associate Planner.
RE: Application for Concept Review, Tax Key No: 761 9955 004

Please be advised that city staff has reviewed the above application received on May 2, 2022, for a proposed multifamily residential development in the vacant lot located at approximately 7219 S 31st St., TKN 761 9955 004. The following comments are for your review and consideration.

Department of City Development

1. **Future Land Use Designation.** The City of Franklin 2025 Comprehensive Master Plan designates the property as “Natural Resources”. This designation is not intended to preclude development, but to note the presence and importance of natural resources on the property. The property may be developed according to the standards of adjoining Future Land Uses of “Residential” or “Mixed Use.”
2. **Proposed Density.** The proposed gross density is approximately 5.1 dwelling units per acre. Maximum allowable density under the proposed zoning is either 6.1 or 8 units per acre depending on the standards of the Special Use type selected for development. Staff has no objection to the proposed density of this development site.
3. **Wetlands and other environmental features.** This development site contains a wetland complex and SEWRPC Secondary Environmental Corridor. The applicant is not proposing impacts to these natural resources at this time. A copy of the wetland delineation map has been provided.
4. **Development Review Process.** In order to implement this project as proposed, you will need the following:
 1. Comprehensive Master Plan amendment of Future Land Use designation from Natural Resources to Mixed Use is recommended but not required.
 2. Rezoning to B-4 South 27th St. Mixed Use Commercial District
 3. Special Use
 4. Site Plan
 5. Related approvals such as required easements, and review and approval from other departments such as building permits, stormwater, etc. See below for comments from other departments.

5. **Neighborhood Concerns.** Residents of the single-family block immediately south of this parcel have expressed concerns about the proposed development, including submittal of formal comments which will be provided with the Council report. If the applicant opts to proceed, staff recommends a neighborhood meeting with a Planner to discuss the review process and answer questions.

Engineering Department Comments

6. No comments on the proposed rezoning. However, for further review, see conditions below:
 1. Engineering submittal required, contact Engineering Department for submittal requirements;
 2. Detailed Engineering Department comments will be provided upon the review of that submittal;
 3. Based on the concept plans provided a storm water management plan will be required following City, MMSD, and WDNR regulations.

Fire Department Comments

7. Franklin Fire Department Construction and Alteration Requirements (2021-2022)
 1. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
 2. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
 3. Fire Extinguisher placement as per NFPA 10.
 4. Fire Department Connection (FDC) and hydrant placement must be acceptable to AHJ (applies to new construction).
 5. At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.
 6. Master Key set required for placement in Knox Box.
 7. Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>.

Police Department Comments

8. The PD has no comment regarding this request.

Inspection Services Department Comments

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



April 29, 2022

City of Franklin
Attention: City Clerk
9229 W. Loomis Road
Franklin, WI 53132

Re: Project Narrative for Proposed Multifamily Project
St James Congregation Property, 0 S. 31st Street, Franklin
TKN: 761 9955 004

Horizon Development Group, Inc. (“Horizon”) is pleased to submit the following application for Concept Plan Review. In addition to the enclosed application and supporting materials, we offer the following project narrative for the proposed development.

1. Property Owner Information. The property location is noted as “0 S. 31st St.” on the Franklin Property Viewer. Please see attached area map and zoning map illustrating the property location. Property owner information is below.

St James Congregation
7219 S. 27th Street
Franklin, Wisconsin 53132
Phone: (414) 761-0480

2. Project Applicant. Horizon Development Group, Inc. is the project developer and applicant for this concept review.

Horizon Development Group, Inc.
5201 E. Terrace Dr., Suite 300
Madison, Wisconsin 53718
Contact: Scott Kwiecinski, Development Manager
Phone: (608) 354-0820

3. Property Location and Context. The property is a vacant, 6.98-acre parcel of land situated west of 31st Street, south of Rawson Avenue, and north of Minnesota Avenue. Surrounding land uses include residential to the south and west, commercial to the north, and institutional to the east. The subject property is currently zoned I-1 Institutional and identified as an Area of Natural Resource Features based on the 2025 Future Land Use Map. This classification of natural resource features is based on mapped wetlands that are located on the property. Current (2021) wetlands mapping indicates these areas are limited to the western portion of the property. Please see attached zoning map and future land use map.

4. Proposed Development. Horizon is proposing a 36-unit multifamily residential development for the property. The housing community will consist of two buildings, one consisting of 22 residential homes and the other 14 residential homes. Both buildings will feature 2-story, wood frame, slab on grade construction with ground floor, private unit entries. Residents will select from one-, two-, and three-bedroom layouts ranging in size from 750 to 1,350 square feet, each having its own patio or balcony. Parking is provided in approximately 11 attached garages and 57 exterior spaces per the attached site plan. Proposed rent levels will range from \$685-\$1,200 for a one-bedroom, \$820-\$1,500 for a two-bedroom, and \$1,825 for a three-bedroom. All housing units will be apartments for rent.

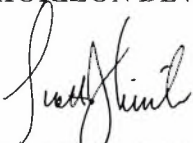
5. Market Need. The City of Franklin has doubled in size over the past 10 years and is part of a corridor in southeast Wisconsin with significant job growth. The developer will complete a full market study, including supply and demand metrics, as the project advances. In the meantime, a third-party market consultant was contacted to evaluate general need for additional multifamily in Franklin. Two takeaways highlighted by this firm, based on 2020 census data, include the following:
 - a. Franklin has the lowest renter percentage (21.8%) among surrounding Milwaukee County communities. Surrounding percentages averaged 36% (high of 47%). Owner occupied housing remains prevalent in Franklin, and additional for rent options will support job growth in the community.
 - b. Franklin has one of the highest percentages of rent-burdened households among peer communities, which is defined as households spending 30% or more of their income for housing. Additionally, the number of rent-burdened households in Franklin has increased by 43% since 2010. This underscores the need to create additional living options at all cost ranges.

6. Concept Review. The applicant is respectfully requesting City Council feedback on suitability of lower density multifamily development at this location as well as appropriateness of the following updates/amendments that would be formally applied for later:
 - a. Comprehensive Master Plan amendment – The 2025 Future Land Use Map designates the subject property as Area of Natural Resource Features. This is based on wetland areas that were delineated on the property and are limited to the western areas of the property. The property owner desires to sell the property for future development. Based on an updated (2021) wetland mapping, the eastern portion of the property is suitable for development. The intended use of 36 units multifamily housing is consistent with the Future Land Use Map, as most of the land area to the north, east, and south (generally, the southwest quadrant of Rawson Ave. and 27th Street) are planned as mixed use. Additionally, from a land use perspective, low-density multifamily housing offers a logical transition from commercial uses along Rawson Avenue to other residential uses to the south on 31st Street
 - b. Rezoning/Special Use – A future petition will seek rezoning from I-1 Institutional to B-4 South 27th Street Mixed Use Commercial District. This is the most appropriate zoning classification based on B-4 zoning already existing for many of the land areas along Rawson Avenue and 31st Street, including adjacent to the subject property. Not only is B-4 the predominant zoning supporting the 27th Street corridor, but in conjunction with the lower density housing proposed, offers suitable commercial/residential transition within the neighborhood.

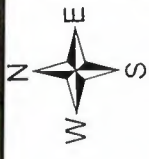
Horizon appreciates your feedback on the proposed development concept. We believe the proposed concept fits within the character and planning principles of area land uses and thoughtfully addresses the need for additional multifamily while balancing site constraints and neighbor concerns. Please feel free to contact me at (608) 354-0820 or s.kwiecinski@horizondbm.com to review any questions or concerns. Thank you in advance for your consideration and comments.

Sincerely,

HORIZON DEVELOPMENT GROUP, INC.

A handwritten signature in black ink, appearing to read "Scott Kwiecinski". The signature is written in a cursive, flowing style.

Scott Kwiecinski
Principal



Franklin Site
 Wetland Delineation Map
 City of Franklin
 Milwaukee County, WI
 - Preliminary Map -

Project: MIL21-022-01



Legend

- Wetland Line
- Wetland
- Sample Point
- Site Boundary
- Parcels

Wetland Delineation was conducted by
 Chad Fradette, EP, Chem,
 WDNR Professionally Assured Wetland Delineator
 with assistance from:
 Shyam Banker, Environmental Specialist



Evergreen
 consultants LLC
 PO Box 680 Pulaski, WI 54162
 Phone: 920.615.0019 • Website: www.evergreenwis.com

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TKN: 761 9955 004 (Area Map)



376 188 376 Feet 1:2,257

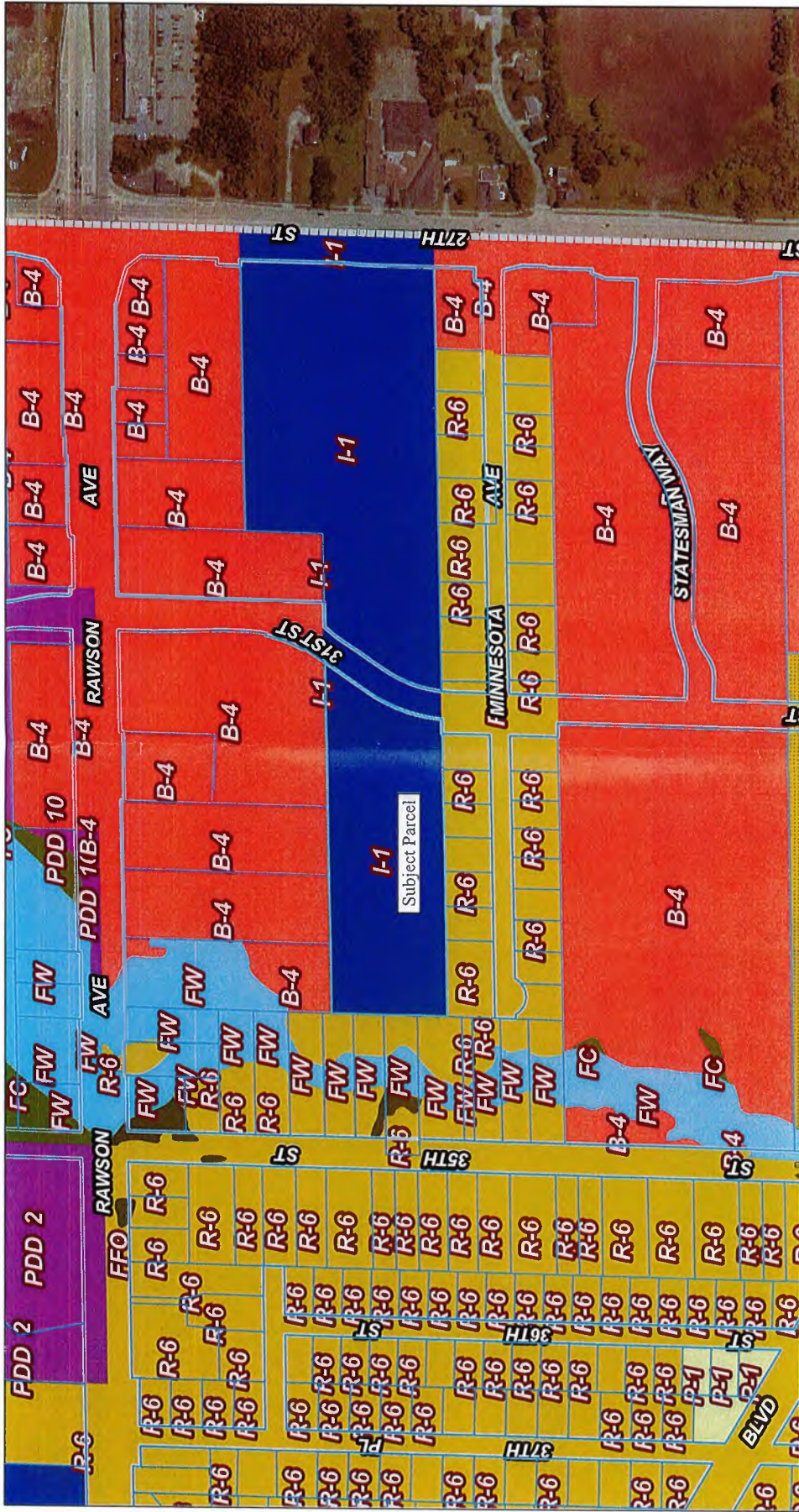
DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information System (LIS) and is provided for informational purposes only. It is not intended for use as a legal document or for reference purposes only and may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

NOTES

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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© MCAMILUS

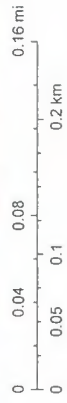
TKN: 761 9955 004 (Zoning Map)



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Parcel

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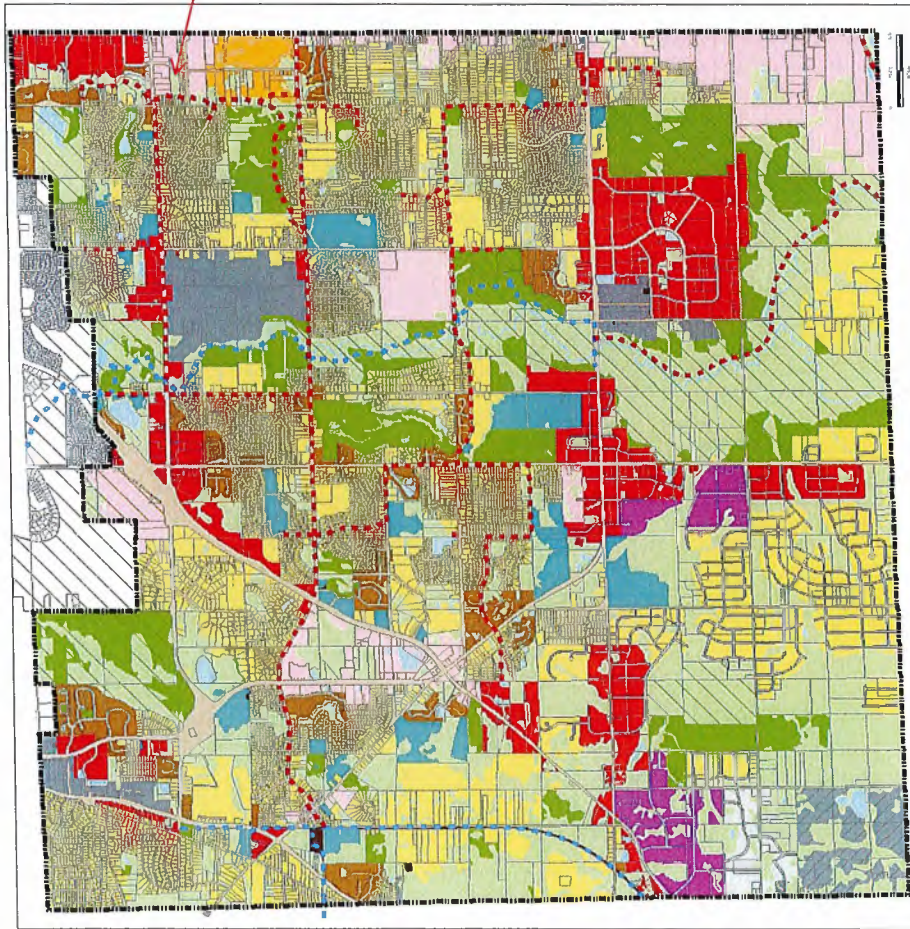
Source: Esri, Maxar, GeoEye, Earthstar, Earthstar, GeoGraphics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
City of Franklin, WI

Citizen
City of Franklin

Map 5.7: Future Land Use Map 2025

Future Land Use Map 2025

Map 5.7



- Legend**
- Future Land Use**
- Areas of Natural Resource Features
 - Business Park
 - Commercial
 - Communication and Utilities
 - Industrial
 - Institutional
 - Landfill
 - Light Manufacturing
 - Mixed Use
 - Office
 - Recreational
 - Residential
 - Residential - Multi-Family
 - Transportation
 - Water
 - Future Roads (SW Plan)
 - Existing Trail
 - Proposed Trail
 - Milwaukee County Parkway

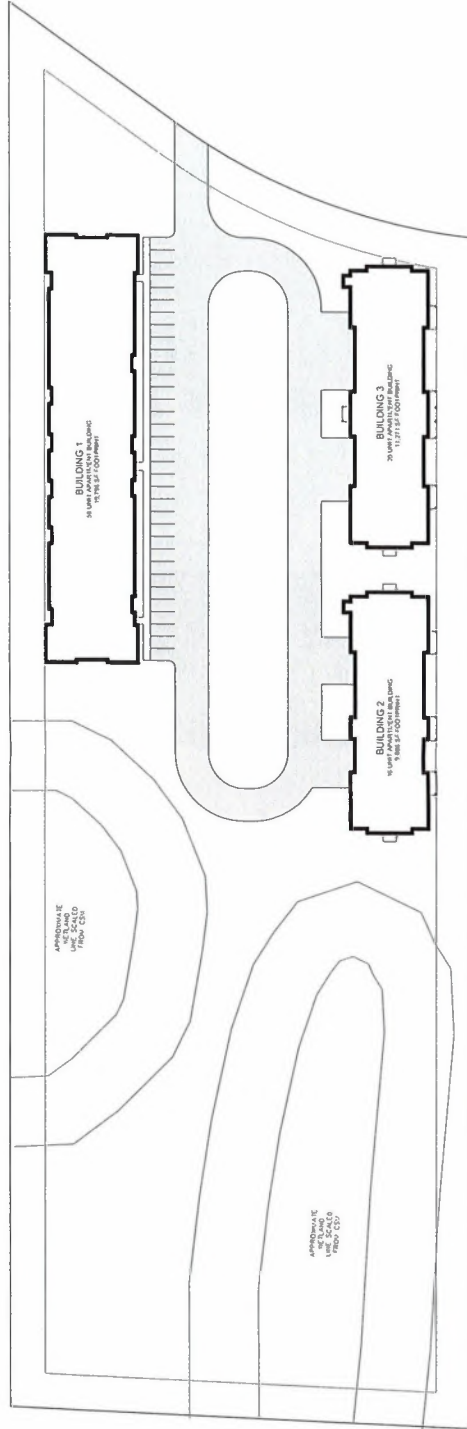
Notes:

The information on this map was compiled from a variety of sources, including public records, maps, and other data. The City of Franklin is not responsible for any errors or omissions on this map. The City of Franklin is not responsible for any errors or omissions on this map. The City of Franklin is not responsible for any errors or omissions on this map.



 City of Franklin
 GIS Department
 8275 W. Loomis Rd.
 Franklin, WI 53120
 www.franklinwi.gov

Site Plan Presented at Neighbor Meeting
September 30, 2021 (92 Units)



PRODUCT INFORMATION

PROPOSED MULTIFAMILY
HORIZON DEVELOPMENT
SOUTH 31ST STREET • FRANKLIN, WISCONSIN

PROJECT NUMBER: 2137360

PRELIMINARY DATES
SEPT. 24, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2137360

SHEET NUMBER
C1.1

Design Intent / Image Board
Similar Project - Subject to Change



Design Intent / Image Board
Similar Project - Subject to Change



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Marion Ecks

From: Steven St.Louis <sstlouis3@gmail.com>
Sent: Friday, May 6, 2022 10 26 AM
To: Marion Ecks
Subject: Proposed Multifamily Project, St James Congregation Property, 31st street

Marion,

This is a follow up after our conversation[between Steve StLouis and Marion Ecks] on May 5,2022. Below is a list of our concerns regarding the proposed property:

*The proposed plan reveals a 22 unit apartment building 20 feet from our property line [north/south]. Our concern is that this is not an adequate buffer between a single family home and a multifamily development. In addition, this proposed development is blocking almost our entire property from having any green space or view. This will strongly decrease any privacy that we could have with an appropriate sized buffer.

* A multifamily property will involve many cars/traffic, bright parking lot lights, and noise from 36 rental units.

* There are development concerns about the amount of total parking spaces on the plan . There does not appear to be enough parking spaces for the amount of rental units.

*Where will the water run off from the parking lot? There is a building between the storm water pond and the parking lot

*The entrance and exits to 31st Street are a safety concern. The residents of Minnesota Avenue have all expressed how dangerous it is now to get to 31st street due to blind spots from the road curve. The south proposed driveway is very close to the adjoining properties making this a privacy and safety concern.

* We are very concerned about our property value and the likelihood that someone would purchase our home based on this development, basically in our backyard

* From what our family members /friends are paying for rent in Milwaukee, the proposed rent requirements concern us even further in regards to a decrease in our property value.

*We are concerned that there may be fill required on this property which is currently low land. Adding fill would make this proposed property even higher in elevation than our property,affecting us further.

* We are concerned about water issues on our property as the land behind us is very wet and we have had issues in the spring and summer with water in our backyard.

* This land is not zoned for this development ,the Comprehensive Master Plan of 2025 has it zoned as Conservancy

* The neighbors east of 31st street on Minnesota Avenue have expressed that the lights from Statesman apartments"shine into their homes ", experience excessive noise levels and they have witnessed Statesman residents watching them from the second floor, one Statesman resident even using binoculars. What concerns us is that they appear to have more than a 20 foot buffer and are having these types of problems If this is the case, what will become of our property?

We have been law abiding/tax paying citizens of Franklin for close to 33 years so it is understandable that after all those years of hard work to develop a comfortable home for our family, we want to protect our large investment. We understand that development happens all the time, however we are asking for some compromise to preserve our privacy/quality of life in our backyard.

We have some questions as to where the wetlands are marked on St James property and the setbacks as they are marked on the plan. We would like to know how we can verify that the markings in the woods are what is shown on the plan. We would appreciate your response to discuss this matter further.

If you need an additional copy of the past neighborhood concerns that were brought to city hall ,we will provide one.

Thank you,
Sincerely,
Steve and Joanne St.Louis

[414-416-1822 Steve cell phone]

Marion Ecks

From: Steven St.Louis <sstlouis3@gmail.com>
Sent: Monday, May 16, 2022 8 52 AM
To: Marion Ecks
Subject: Additional concerns

Marion,

We have an additional concern about the proposed development in our backyard.

We have six mature trees on our property line and as far as we can see this is the only place that storm water sewer piping could be located to bring the water from the parking lot to the retention pond. This would mean that they would be digging up the roots of the trees along our property line. This most likely would kill the trees.

In addition to my six mature trees on our property line, my neighbor has six mature trees on his property line as well. With that being said, those trees produce a lot of leaves in the fall. I would say that 95% of those leaves will end up on the development property because of the wind patterns. This would be a concern because this excessive amount of leaves will probably plug the stormwater system. The only place the water would be able to flow if this happens, is on to the residential properties to the south, into our yards. Please note that there is no berm to protect the residential properties in case the parking lot stormwater system would malfunction.

We would like to point out that the two buildings proposed on the development will be blocking the natural water flow on the property and the stormwater system will be the only means of removing the water.

We are wondering if this proposed development will be allowing pets because this would bring up a whole lot of other concerns and issues.

Is there a meeting date set to present this proposal? Do you know which committee meeting this subject would be proposed? I have been checking the Franklin web site and I don't see it on any of the agendas. I talked to the Mayor and he said that he wouldn't let the developer present it at a Committee of the Whole meeting.

Can you please give me a call? I would really like to talk to you about some of the issues we have raised.

Steve St Louis

414-416-1822

H. Eddy

November 3, 2021

To Members of the Franklin, Wisconsin City Planning Commission:

Enclosed is signatures and various concerns as well as a picture of the said development from Franklin residents that will be affected by a proposed development of land that is owned by St. James Congregation.

Horizon Development Group, Inc., tentative buyer, had presented the neighbors with their proposed ideas. Within this attached letter you will see the neighbors reasoning as to how this development would affect our current residential neighborhood. This parcel of land borders many residential homes on Minnesota Avenue and South 35th street. In the past, particular neighbors have contacted St. James about possible purchase of this parcel of land but they were given an exuberant purchase price.


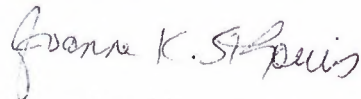
This small parcel of land is our only buffer that protects us from the on-going development on Rawson Avenue and we feel the buffer is necessary to allow us to maintain some personal space and privacy and avoid excessive water problems which has already been experienced by many bordering neighbors. Keeping this buffer will allow the city to preserve the necessary green space for the current neighborhood, as well as it will allow the City of Franklin to keep current with the outlined 2025 Master Plan that is in place for this parcel of land.

Years ago, when the Tax Incremental Financing District was created for the area we live in, the City of Franklin had expressed to the home owners on Minnesota Avenue that there was "no funds available" in the TIF district to "buy all of us out" as was suggested by home owners. The home owners were assured by the City of Franklin/TIF district that going forward, the bordering neighbors next to new development would be protected with a sufficient buffer to protect their residential property and privacy. However, Horizon Development Group, Inc. had built Statesman apartments, East of 31st Street on Statesman Way. The neighbors that border that development have expressed their shock that they have no privacy as this development was put extremely close to their residential homes with an extremely sparse buffer. This is not what any resident would want or what we were told. We are concerned that this will be repeated on both sides of Minnesota Avenue.

Neighbors that reside on Minnesota Avenue, are fully aware of the additional, potential development that is South of Minnesota Avenue and West of 31st Street on land owned by Northwestern Mutual. This is a concern to all of us as this possible development on both sides of our residential homes will create drastic changes in the flow of our current neighborhood as well as decrease our property values.

Consideration of this matter and a response at your convenience would be appreciated.

Sincerely,

Steve StLouis sstlouis3@gmail.com

Joanne StLouis

3110 West Minnesota Avenue

Franklin, Wisconsin 53132

October 31,2021

To: City of Franklin Plan Commission, Franklin Wisconsin

Regarding: Possible rezoning and development of St. James Property, Tax Key 761 9955 004

To Whom it may concern:

On September 30,2021, surrounding neighbors of St James Congregation on South 27th Street, Franklin, Wisconsin, were invited to join an informational meeting about possible purchase and rezoning of seven acres owned by St. James.

Attendance at this meeting included representatives of St. James, as well as Scott Kwiecinski who represented Horizon Development Group, Inc., whom is the interested party in purchasing and developing of seven acres of land from St. James.

The proposed plan on the evening of September 30 ,2021, was to "re-zone and build" a multi-family, 92-unit complex. The proposed plan included 2/Two story buildings, and 1/Three story building. It was proposed that this large development would be tentatively built on 3 ½ acres of the 7-acre parcel that would be purchased by Horizon Development Group Inc.

Below is a compiled list of the surrounding neighbors' concerns /reasoning for not rezoning of St. James property, Tax Key 761 9955 004 to a multi-family development

- 1.) **The proposed development isn't compatible with the surrounding neighborhood and is not consistent with the standards and objectives of the 2025 comprehensive plan that is in relation to this parcel of land.**
- 2.) **The proposed site development will not provide for adequate drainage of surface and storm water which will affect the surrounding properties.**
- 3.) **The sewer for this development will have to be constructed through protected lands.**
- 3.) **Such development will create an unattractive residential environment of sustained undesirability which includes structures in relation to terrain, consideration of safe pedestrian flow, ready access and coordination with overall plans for the neighborhood.**
- 4.) **Inadequate guarantee is provided for permanent preservation of open space areas as shown on the approved site plan, either by private reservation or by dedication to the public.**
- 5.) **The locations for entrances and exits will interfere with the safe and efficient movement of traffic on surrounding streets, and that the development will create an adverse effect upon the general traffic pattern of the surrounding neighborhood.**
- 6.) **The general site development will result in an unattractive and unharmonious area that is incompatible with and adversely affecting the property values of the surrounding neighborhood.**
- 7.) **The total average intensity of development within the Planned Development is not compatible with the City of Franklin Comprehensive Master Plan, elements thereof, and the detailed planning district or neighborhood unit development plans prepared for the area.**

Sincerely,

Concerned Franklin Residents that would be impacted by the development that is being proposed

Page 1 Of 3

Steve + Joanne Steuss 3110 W. Minnesota Ave Franklin WI
Franklin

Eva Kipp 3120 W Minnesota Ave 53132

Shirley Katosky 3120 W Minnesota Ave 53132

Jesus ^{ma} Jim Shad 3214 W Minnesota 53132

" - WJ 3320 W Minnesota Ave 53132

Alex + Roy, Modina 3321 W. Minnesota 53132

Piane Turner 3313 W. Minnesota Franklin

Wray Murphy 3325 W. Minnesota Ave Franklin
53132

Brenda A Graefrath 3219 W Minnesota Ave

Cliff Bergert 3203 W. MINNESOTA AVE

Kathryn Bergert 3203 W. Minnesota Ave

Tim + Doreen Tutlock 3119 W MINNESOTA AVE

Roy + Sue Balschweg 3111 W. Minnesota Ave

Mike + Shelly 3101 W Minnesota Ave

FACEDO A. HERRERA
ANA S. HERRERA 3102 W. MINNESOTA AVE

Deb + Mary
Pendergast 3030 W Minnesota Ave

Robert Prusinski

2932 W. MINNESOTA AVE

Nancy Prusinski

2932 W. Minnesota Ave,

ROGER & DANE SIKORSKI

7220 S 35TH ST.

Gerald Beckner

7210 S 35th St

JIM & JUDY APPLEMAN

7226 S. 35TH ST

RAYMOND GRONOWSKI

7236 S 35

ANNE ALBANESE

7366 S 36 ST

JOEY MYER

7200 S. 35TH Street

Lisa Myles

3304 W Minnesota Ave

Roy Myles

3304 W Minnesota Ave

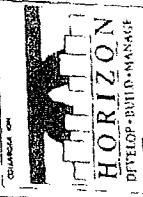
Abeigail & Totentino
MIRA

3211 W. Minnesota Ave
Franklin WI 53132

Colleen & Andy

3027 W. Minnesota,
Franklin WI 53132

LAULL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Cambridge Drive
P.O. Box 110
Franklin, WI 53128
www.laullengineer.com



PROJECT INFORMATION

PROPOSED MULTIFAMILY
HORIZON DEVELOPMENT
SOUTH 31ST STREET • FRANKLIN, WISCONSIN

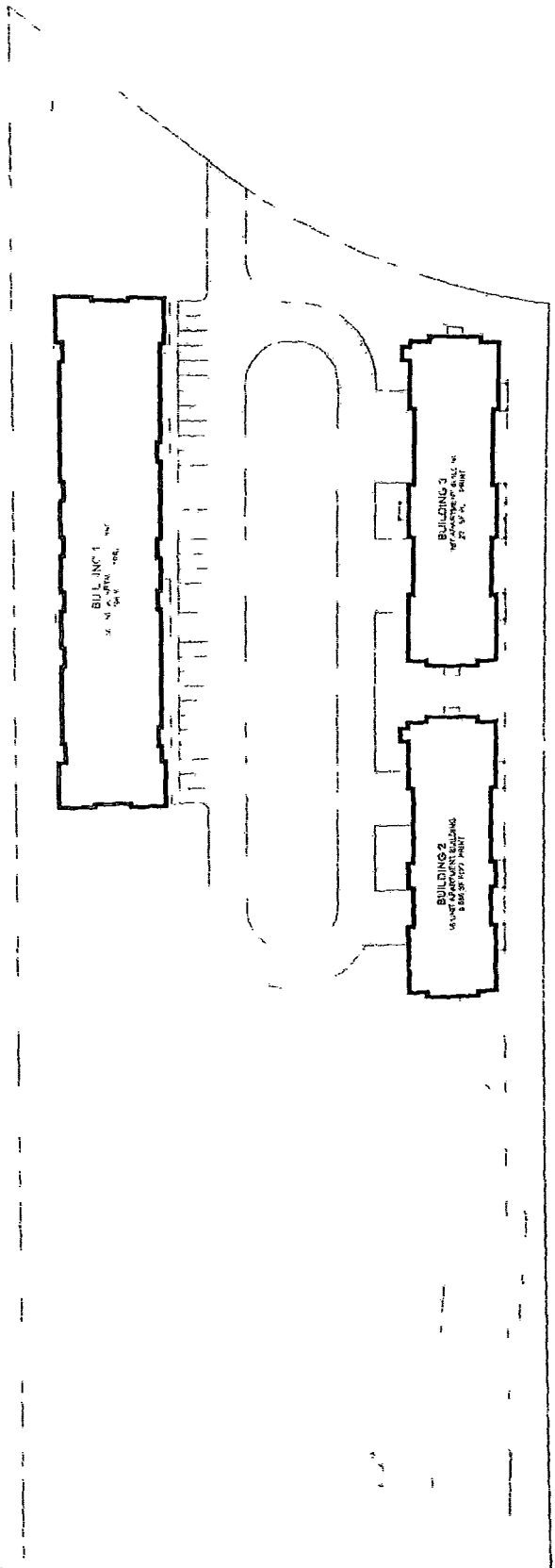
PROVISIONAL LPA

PRELIMINARY DATES
SEPT 24, 2021

JOB NUMBER
2137360

SHEET NUMBER
C11

NOT FOR CONSTRUCTION



Dear Neighbor,

Please join us for an informational meeting regarding a possible residential multifamily development on South 31st Street, between Rawson Ave. and Minnesota Ave. (see parcel map on back). We are planning to present conceptual ideas and would like to hear your feedback. In appreciation of your time, we are holding this meeting on an “open door” basis – please feel free to arrive at any time during the meeting. We will take time to review information with you and offer an opportunity for comments and questions. Meeting time and location:

Thursday, September 30, 2021
5:30 – 7:00 pm
St. James Congregation (Church Hall)
7219 S. 27th St.
Franklin, WI 53132

I look forward to seeing you and sharing more on the 30th.

Scott Kwiecinski
Horizon Development Group, Inc.
s.kwiecinski@horizondbm.com
608-354-0820

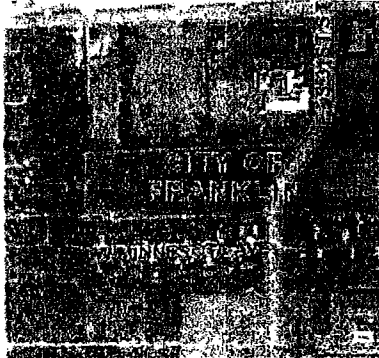
CC:

Kristen Wilhelm
Aldermanic District 3
kwilhelm@franklinwi.gov
414-427-7603

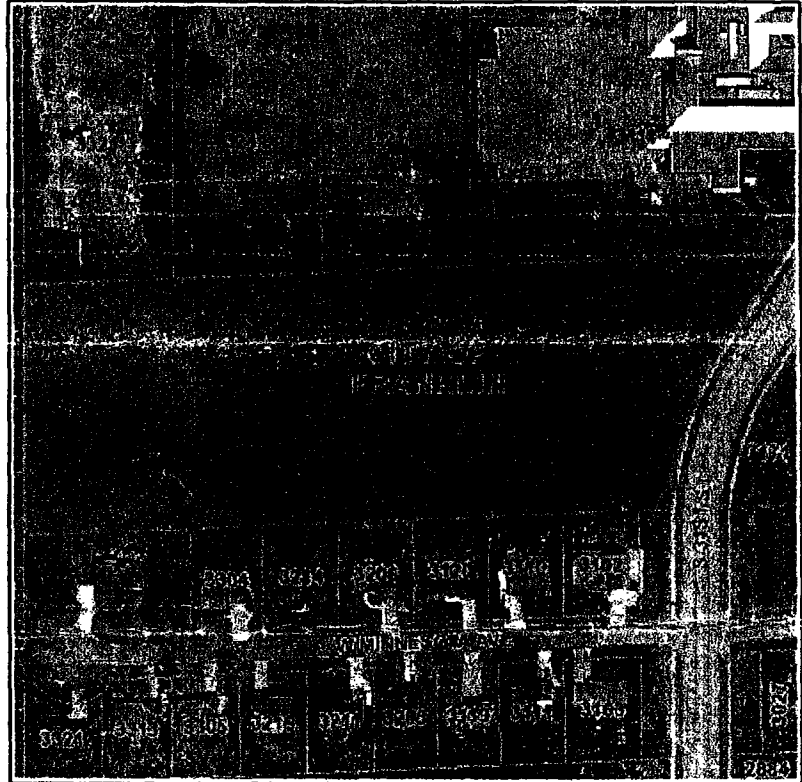
Milwaukee County Land Information Parcel Report

TAXKEY: 7619955004

Report generated 9/15/2021 3:58:33 PM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7619955004
Record Date: 12/31/2019
Owner(s): ST JAMES CONGREGATION

Address:
Municipality: Franklin
Acres: 0.00

Assessed Value: \$134,300
Land Value: \$134,300
Improvement Value: -\$0

Parcel Description: RESIDENTIAL
Zoning Description: Institutional
Legal Description: CERTIFIED SURVEY MAP NO 8143, NE 12-5-21 LOT 2

School District: OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

776

770

K8 OR
B4

<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;"><i>6/07/2022</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">The Fire Department is Requesting Council Approval of Consent to Assignment, and Access and Use Agreements with Central Square Technologies LLC., for Computer Aided Dispatch (CAD) Software that Provides Connectivity Among all Milwaukee County Public Safety Answering Points.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>
<p>The fire department is seeking approval of a Consent to Assignment of Software Licenses Agreement and a Software Access and Use Agreement with Central Square for the "CAD to CAD" software that now allows fire/EMS dispatchers throughout the county see availability status of all fire/EMS resources/apparatus across the county's 12 municipal fire departments, allowing for the closest appropriate resources to be dispatched to an emergency, regardless of municipal boundaries.</p> <p>These are successor agreements to the original 2018-2020 extension of the Milwaukee County Intergovernmental Agreement for Emergency Medical Services (now extended through 2025) that funded the project, mandated participation, and defined ongoing maintenance costs for the municipalities. Originally, Milwaukee County Office of Emergency Management signed the development agreement with FATPOT (the initial software developer).</p> <p>The project has proven much more difficult than anticipated at the time, and has taken years of development and months of testing, but now is substantially completed and in operation. The company that was originally contracted has gone through numerous iterations and name changes, and is now owned by Central Square Technologies LLC.; and following testing and roll-out, the municipal 911-public safety answering points (PSAPs) are now the end users of the finished product, requiring the individual consent and access/use agreements with each municipality.</p> <p>There is no financial impact at this time; however, the fire chief expects forthcoming future adjustments to the maintenance funding model as Milwaukee County OEM continues to build out a planned system-wide electronic patient care reporting (EPCR) database, as some of the features of the original CAD2CAD specification will likely more practically and effectively reside in the EPCR platform.</p> <p>These documents have been reviewed and approved by the city attorney.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Request Council approval of a Consent to Assignment of Software Agreement, and an Access and Use Agreement with Central Square Technologies, LLC., for Franklin PSAP access to a County-wide CAD-2-CAD software platform.</p>		

Fire: AJR

CONSENT TO ASSIGNMENT OF SOFTWARE LICENSES

This Consent to Assignment of Software Licenses (“Consent”) is entered into between CentralSquare Technologies, LLC (“CentralSquare”) (successor in interest to FATPOT Technologies, LLC) (“FATPOT”), Milwaukee County (for the Milwaukee County Office of Emergency Management) (“Assignor”), and Franklin Fire Department (“Assignee”).

1. FATPOT and Assignor entered into a Software License and Services Agreement (“Agreement”) for the purchase of certain CAD-to-CAD public safety software applications (“the System”), dated March 20, 2018, and as subsequently amended.
2. Effective January 1, 2020, CentralSquare absorbed all assets and ownership rights to all FATPOT intellectual property and contractual obligations, including but not limited to the software licenses listed in Attachment A.
3. Subsequent to Assignor’s initial purchase of these software licenses, Assignor desires to assign the software licenses listed in Attachment A (“Software Licenses to Be Assigned”), including without limitation all of the license rights, title, interest and duties thereunder, to Assignee. Following the assignment of these licenses, Assignee will be responsible for all annual software maintenance and support fees.
4. In consideration of and subject to the conditions set forth below, CentralSquare hereby consents to such assignment, to be effective upon the date this Consent is signed by all parties below. This Consent may be signed in counterparts.
5. Assignee hereby accepts such assignment and agrees that these software licenses will be added to and governed by the terms and conditions of the Agreement via the execution of an Access and use Agreement, to be entered into concurrently with this Consent to Assignment.

- SIGNATURE PAGE FOLLOWS -

MILWAUKEE COUNTY

**CENTRALSQUARE
TECHNOLOGIES, LLC**

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

FRANKLIN FIRE DEPARTMENT

Accepted By (Signature)

Printed Name

Title

Date

ATTACHMENT A – SOFTWARE LICENSES TO BE ASSIGNED

License Description/Type	Quantity
UNIFY Server License	4

**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE
AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")**

among

Milwaukee County (for Milwaukee County Office of Emergency Management)
633 West Wisconsin Avenue, Suite 1100
Milwaukee, WI 53203

and

Franklin Fire Department
[ENTER ADDRESS]

and

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, **Milwaukee County ("Customer")** and **CentralSquare Technologies, LLC, ("CentralSquare")** (successor in interest to FATPOT Technologies, LLC), have entered into a certain Software License and Services Agreement ("**Customer Agreement**"), dated March 20, 2018 and as subsequently amended,

and

Whereas, the **Franklin Fire Department ("Accessing Agency")** has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement

Now therefore, the parties agree as follows

- 1 Customer and CentralSquare grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between Customer and Accessing Agency, subject to the terms herein.
- 2 CentralSquare and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at CentralSquare's or Customer's discretion.
- 3 This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at CentralSquare's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to CentralSquare.
- 4 Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement.

and agrees that the Software constitutes proprietary information and trade secrets of CentralSquare and will remain the sole property of CentralSquare. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the CentralSquare proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, CentralSquare has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5 Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. CentralSquare is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and CentralSquare of a definitive written software license agreement between CentralSquare and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. CentralSquare will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN CENTRALSQUARE AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. CENTRALSQUARE WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6 Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7 Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8 Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems.

9 Accessing Agency shall indemnify, defend and hold harmless CentralSquare, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either CentralSquare resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement.

10 This Access Agreement will be governed by and construed under the laws of the State of Wisconsin, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

11 Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with CentralSquare for support services.

12 This Access Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, CentralSquare, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

Milwaukee County

CentralSquare Technologies, LLC

BY _____

BY _____

PRINT NAME _____

PRINT NAME _____

PRINT TITLE _____

PRINT TITLE _____

DATE SIGNED _____

DATE SIGNED _____

Franklin Fire Department

BY _____

PRINT NAME _____

PRINT TITLE _____

DATE SIGNED _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/07/2022
REPORTS & RECOMMENDATIONS	A RESOLUTION TO RATIFY AND RE-APPROVE RESOLUTION NO. 2019-7537, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL “A” OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD), TO PROVIDE THE FINAL AND LAST APPROVAL OF THE CERTIFIED SURVEY MAP AND TO ALLOW FOR THE RECORDING OF THE CERTIFIED SURVEY MAP	ITEM NUMBER G.5.

On September 2, 2019 the applicants received conditional approval for a two lot Certified Survey Map via Resolution No. 2019-7537. The CSM was to shift the interior property line of properties located at 6708 and 6720 S. North Cape Road. The property owners wished to shift this boundary 12.4-feet further north in order to locate the existing driveway entirely on the 6720 S. North Cape Road property.

A final copy for recording was not provided and the CSM was not recorded. Both Franklin UDO §15-7.0705 and Wis. Stat. §236.34(2) require that the CSM be “offered for record within 12 months after the date of the last approval.” This deadline has now passed.

The resolution approving the CSM lapsed without the CSM being recorded. A small number of technical issues must be resolved; State law requires that the CSM receive a new approval by Common Council prior to recording.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2022-_____, a resolution to ratify and re-approve Resolution No. 2019-7537, a resolution conditionally approving a 2 Lot Certified Survey Map, being part of Parcel “A” of Certified Survey Map No. 3411, and unplatted lands, being a part of the Northwest ¼ of the Southeast ¼ of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (DENIS J.

AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD), to provide the final and last approval of the Certified Survey Map and to allow for the recording of the Certified Survey Map.

Department of City Development MX

RESOLUTION NO. 2022-_____

A RESOLUTION TO RATIFY AND RE-APPROVE RESOLUTION NO. 2019-7537, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD), TO PROVIDE THE FINAL AND LAST APPROVAL OF THE CERTIFIED SURVEY MAP AND TO ALLOW FOR THE RECORDING OF THE CERTIFIED SURVEY MAP

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 6708 and 6720 South North Cape Road, bearing Tax Key Nos. 748-9964-001 (6708) and 748-9965-000 (6720), Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, applicants; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions, and the Common Council having approved the certified survey map pursuant to its adoption of Resolution No. 2019-7537 on September 2, 2019, a copy of which is annexed hereto; and

WHEREAS, Resolution No. 2019-7537 includes conditions provisions, all of which have been satisfied and met subsequent to the date of adoption of the Resolution, subject to any remaining technical corrections required thereto, and the BE IT FINALLY RESOLVED provision therein in part provides "that upon the satisfaction of the above conditions within 365 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map"; for clarity purposes and for the record to provide the actual date of the final and last approval of the certified survey map, the Common Council having determined it reasonable and appropriate to adopt a resolution stating same.

DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE – CERTIFIED SURVEY MAP
FINAL AND LAST APPROVAL
RESOLUTION NO. 2022-_____

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, as described above, as approved by Resolution No. 2019-7537, be and the same is hereby re-approved, subject to any technical corrections required by the original approval; that Resolution No. 2019-7537 be and the same is hereby ratified; and that this Resolution constitutes the final and last approval by the Common Council of the Certified Survey Map submitted by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, as described above.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Denis J. and Sharon L. Balistreri (6708 South North Cape Road) and Melissa M. Burge (6720 South North Cape Road), with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

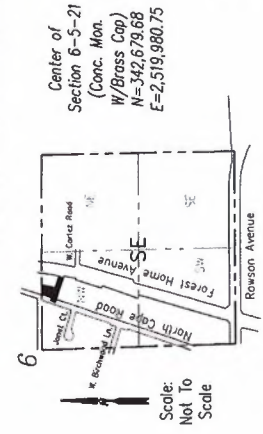
AYES _____ NOES _____ ABSENT _____

Ln# 1006433982

Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

Revised this 11th Day of January, 2021.



VICINITY SKETCH

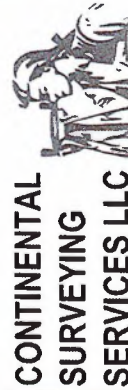
Southeast 1/4, Section 6,
Township 5 North,
Range 21 East

Note:
Lot 1 and 2 Shown
Herein is served by
City Sewer and is
served by a Well.

LEGEND

- 1" Iron Pipe Found
- ◎ 20" x 3/4" Re-Bar Set (1.13 lb/foot)

Revised this 25th Day of November, 2019.



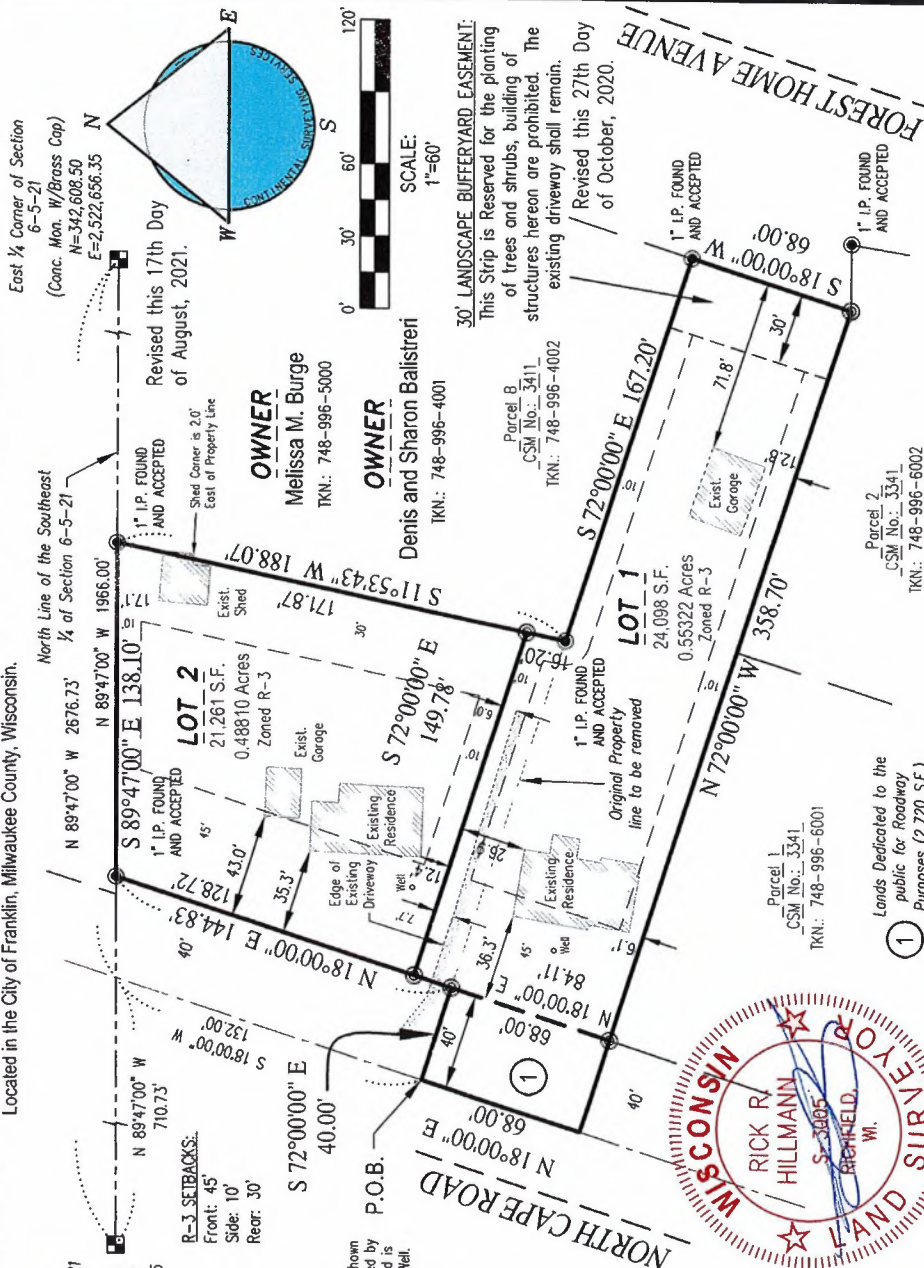
Main Office:

2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 369-9200

Website: www.ccssurveys.com

Email: survey@ccssurveys.com



Revised this 17th Day of August, 2021.

Revised this 27th Day of October, 2020.

Revised this 11th Day of January, 2021.

Revised this 25th Day of November, 2019.

OWNER
Melissa M. Burge
TKN.: 748-996-5000

OWNER
Denis and Sharon Ballistreri
TKN.: 748-996-4001

Parcel 1
CSM No.: 3341
TKN.: 748-996-6001

Parcel 2
CSM No.: 3341
TKN.: 748-996-6002

1 Lands Dedicated to the public for Roadway Purposes (2,720 S.F.)

NOTE: All bearings are referenced to the North line of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East that bears N 89°47'00" W.

This instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 5th day of June, 2019

Sheet 1 of 6

Project No.: 20190422_MIT60001

Certified Survey Map _____

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described and follows:


Commencing at the East $\frac{1}{4}$ Corner of said $\frac{1}{4}$ Section, thence North $89^{\circ}47'00''$ West on and along the North line of said $\frac{1}{4}$ Section, 1,966.00 feet to a point on the Centerline of North Cape Road; thence South $18^{\circ}00'00''$ West on and along said Centerline, 132.00 feet to the Point of Beginning of lands hereinafter described;

Thence South $72^{\circ}00'00''$ East, 40.00 feet to a point on the Easterly line of North Cape Road said point is also the Southwest Corner of said Parcel A; thence North $18^{\circ}00'00''$ East on and along said Easterly line, 144.83 feet to a point; thence South $89^{\circ}47'00''$ East on and along the North line of said Parcel "A", 138.10 feet to the East Line of said Parcel "A"; thence South $11^{\circ}53'43''$ West on and along said East Line, 188.07 feet to the Southeast Corner of Said Parcel "A" said Point is also the Southwest Corner of Parcel "B"; thence South $72^{\circ}00'00''$ East on and along the South Line of said Parcel "B", 167.20 feet to a point on the West Line of Forest Home Avenue; thence South $18^{\circ}00'00''$ West on and along said West line, 68.00 feet to a point on the North Line of Parcel 2 of Certified Survey Map No.: 3341; thence North $72^{\circ}00'00''$ West on and along the North line of said Certified Survey Map and its Westerly Extension, 358.70 feet to a point on the Centerline of North Cape Road; thence North $18^{\circ}00'00''$ East on and along said Centerline, 68.00 feet to the place of beginning of this description.

The gross area of said parcel contains 45,359 Square feet or 1.04132 Acres of land more or less.

That I have made such survey, land division and map by the direction of Melissa M. Burge and Denis and Sharon Balistreri, owners of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Unified Development ordinance of the City of Franklin in surveying, dividing and mapping same.

Dated this 6th day of JUNE, 2019.


Rick R. Hillmann PLS
Professional Land Surveyor S-3005

**CONTINENTAL
SURVEYING
SERVICES LLC**



Main Office:
2059 Hwy 175, Suite "A"
Richfield, WI. 53076

Phone: (262) 389-9200
Website: www.cssturveys.com
Email: survey@cssturveys.com

Revised this 17th Day
of August, 2021.

Revised this 11th Day
of January, 2021.

Revised this 27th Day
of October, 2020.

Revised this 25th Day of November, 2019.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,
S-3005 on this 6th day of June, 2019

Sheet 2 of 6



Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest ¼ of the Southeast ¼ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE:

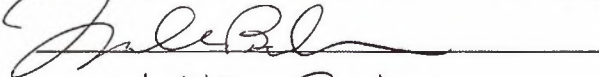
As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and Unified Development ordinances of the City of Franklin, this 27 day of November, 2021.



 Melissa M. Burge

STATE OF WISCONSIN)
) SS
 County of Milwaukee)

Personally came before me this 27th day of November, 2021, the above named Melissa M. Burge, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 Print Name William Barker

Notary Public, Milwaukee County, WI.

My Commission Expires: 12/4/2023



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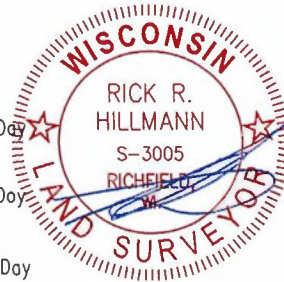
Revised this 17th Day
 of August, 2021.

Revised this 11th Day
 of January, 2021.

Revised this 27th Day
 of October, 2020.

Revised this 25th Day of November, 2019.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019 Sheet 3 of 6



Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and Unified Development ordinances of the City of Franklin, this 26 day of NOVEMBER, 2021.

Denis Balistreri
Denis Balistreri

Sharon Balistreri
Sharon Balistreri

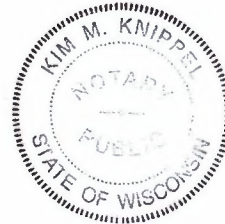
STATE OF WISCONSIN)
County of Milwaukee)^{SS}

Personally came before me this 26th day of November, 2021, the above named Denis and Sharon Balistreri, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name Kim M. Knippel

Notary Public, Kim M. Knippel County, WI.

My Commission Expires: 11/6/2024



**CONTINENTAL
SURVEYING
SERVICES LLC**



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Richfield WI. 53076

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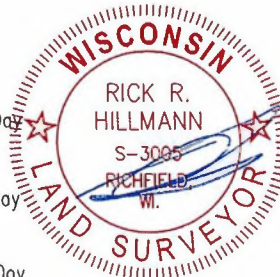
Revised this 17th Day of August, 2021.

Revised this 11th Day of January, 2021.

Revised this 27th Day of October, 2020.

Revised this 25th Day of November, 2019.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019



Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

MORTGAGE CERTIFICATE:

The section Titled "Mortgage Certificate" that is the section our customers will be executing and it should have the following

Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee or Summit Mortgage Corporate, A Minnesota Corporation, its successors and assigns on the 12th day of February, 2010, entered into a certain Mortgage instrument (the "Mortgage"), which Mortgage was recorded on 03/03/2010, as Doc #09850692 in the County of Milwaukee, State of Wisconsin

Mortgage Electronic Registration Systems, Inc.

P.O. Box 2026

Flint Michigan 48501-2026

MIN# 100061907000142034 MERS PHONE# 1-888-679- 6377

The signoff is

Mortgage Electronic Registration Systems, Inc., as Beneficiary

BY: *Donna Acree*

ITS: Assistant Secretary

PRINT NAME: Donna Acree



The Louisiana Notary is the following:

STATE OF LOUISIANA

PARISH OF OUACHITA

On 11-22-, 2021, before me appeared Donna Acree, to me personally known, who did say that s/he/they is (are) the Assistant Secretary Mortgage Electronic Registration Systems, Inc., as Beneficiary and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Mary Blanche

MARY BLANCHE, NOTARY PUBLIC

LA ID No. 64436

LIFETIME COMMISSION

Mary Blanche
Ouachita Parish, Louisiana
Lifetime Commission
Notary Public ID # 64436

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Revised this 17th Day
of August, 2021.

Revised this 26th Day
of May, 2021.

Revised this 11th Day
of January, 2021.

Revised this 27th Day of October, 2020.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,
S-3005 on this 6th day of June, 2019



Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest ¼ of the Southeast ¼ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

COMMON COUNCIL CERTIFICATION OF APPROVAL:

I hereby certify that this Certified Survey Map was approved and Dedication Accepted under the Resolution File No. _____ adopted by the Common Council of the City of Franklin on this _____ day of _____, 20_____.

Sandra L Wesolowski, City Clerk

Stephen Olson, Mayor

**CONTINENTAL
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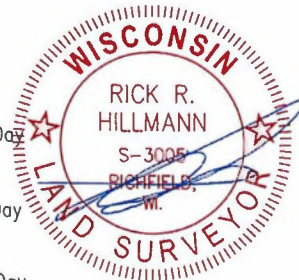
Revised this 17th Day
of August, 2021.

Revised this 11th Day
of January, 2021.

Revised this 27th Day
of October, 2020.

Revised this 25th Day of November, 2019.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019



RESOLUTION NO. 2019-7537

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS)
(AT 6708 AND 6720 SOUTH NORTH CAPE ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 6708 and 6720 South North Cape Road, bearing Tax Key Nos. 748-9964-001 (6708) and 748-9965-000 (6720), Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, applicants; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.01 10 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to recording of the Certified Survey Map.
4. Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, successors and assigns, and any developer of the Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge and the 2 lot certified survey map project for the properties located at 6708 and 6720 South North Cape Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the proposed Landscape Bufferyard Easement documents to incorporate certain minor technical corrections including but not limited to proper reference to the subject Certified Survey Map in Grantor covenant number 1, completion of the Mortgage Holder Consent page, and inclusion of Exhibit B which provides a map and legal description of the easement area, for City staff review and approval prior to recording of the Certified Survey Map with the Milwaukee County Register of Deeds Office.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Denis J. and Sharon L. Balistreri (6708 South North Cape Road) and Melissa M. Burge (6720 South North Cape Road), be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures

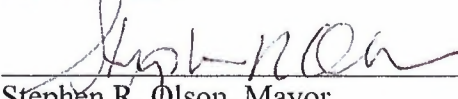
DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE
– CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-7537
Page 3

for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Denis J. and Sharon L. Balistreri (6708 South North Cape Road) and Melissa M. Burge (6720 South North Cape Road), with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of September, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of September, 2019.

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Taylor)

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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;">06/07/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A BEAUTY SALON USE UPON PROPERTY LOCATED AT 11113 WEST FOREST HOME AVENUE, SUITE 240</p> <p style="text-align: center;">(ANASTASIA E. GARMAN, OWNER, D/B/A ANASTASIA SKIN ATELIER, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.6.</p>

At the May 19, 2022 regular meeting, the Plan Commission carried a motion to recommend approval of this application for a Special Use under Standard Industrial Classification No. 7231, "Beauty Shops" (which requires a Special Use permit in the M-1 Zoning District), to operate a one employee beauty salon, with hours of operation generally from 12:00 p.m. to 8:00 p.m., Monday through Saturday. The vote was 5-0-1.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2022-_____, imposing conditions and restrictions for the approval of a Special Use for a Beauty Salon use upon property located at 11113 West Forest Home Avenue, Suite 240 (ANASTASIA E. GARMAN, OWNER, D/B/A ANASTASIA SKIN ATELIER, LLC, APPLICANT).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Redraft 5-2-22]

RESOLUTION NO. 2022-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE
APPROVAL OF A SPECIAL USE FOR A BEAUTY SALON USE UPON
PROPERTY LOCATED AT 11113 WEST FOREST HOME AVENUE, SUITE 240
(ANASTASIA E. GARMAN, OWNER, D/B/A ANASTASIA
SKIN ATELIER, LLC, APPLICANT)

WHEREAS, Anastasia E. Garman, owner, d/b/a Anastasia Skin Atelier, LLC, having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7231 “Beauty Shops”, to allow for a one employee beauty salon, with hours of operation generally from 12:00 p.m. to 8:00 p.m., Monday through Saturday, upon property located at 11113 West Forest Home Avenue, Suite 240, bearing Tax Key No. 704-9978-002, more particularly described as follows:

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

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 19th day of May, 2022, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Anastasia E. Garman, owner, d/b/a Anastasia Skin Atelier, LLC, for the approval of a Special Use for the property particularly

ANASTASIA E. GARMAN, OWNER, D/B/A ANASTASIA SKIN ATELIER, LLC –
SPECIAL USE

RESOLUTION NO. 2022-_____

Page 2

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

1. That this Special Use is approved only for the use of the subject property by Anastasia E. Garman, owner, d/b/a Anastasia Skin Atelier, LLC, successors and assigns, as a beauty salon use, which shall be developed in substantial compliance with, and operated and maintained by Anastasia E. Garman, owner, d/b/a Anastasia Skin Atelier, LLC, pursuant to those plans City file-stamped May 9, 2022 and annexed hereto and incorporated herein as Exhibit A.
2. Anastasia E. Garman, owner, d/b/a Anastasia Skin Atelier, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Anastasia E. Garman, owner, d/b/a Anastasia Skin Atelier, LLC beauty salon, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Anastasia E. Garman, owner, d/b/a Anastasia Skin Atelier, LLC and the beauty salon use for the property located at 11113 West Forest Home Avenue, Suite 240: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a

ANASTASIA E. GARMAN, OWNER, D/B/A ANASTASIA SKIN ATELIER, LLC –
SPECIAL USE
RESOLUTION NO. 2022-_____

Page 3

separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

REPORT TO THE PLAN COMMISSION

Meeting of May 19, 2022
Special Use

RECOMMENDATION: City Development Staff recommends approval of the proposed Special Use for a beauty shop business use upon property located at 11113 W. Forest Home Avenue, subject to the conditions of approval in the attached draft resolution.

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

On April 7, 2022, Joel Cook of Ogden Construction submitted a Special Use application on behalf of Anastasia Skin Atelier, requesting approval to operate a beauty shop business use within the building located at 11113 West Forest Home Avenue.

PROJECT DESCRIPTION AND ANALYSIS:

The property is zoned M-1 Limited Industrial zoning district; the proposed use corresponds to Standard Industrial Classification (SIC) Title No. 7231 Beauty Shops, which is allowed within the M-1 Limited Industrial District as a Special Use. A prior special use approval for a beauty shop at this location expired in 2019.

As the applicant is not proposing exterior modifications to the property, a Site Plan amendment is not required at this time.

The hours of operation will be Monday-Saturday from 12:00 P.M. to 8: 00 P.M. This business will have one client chair. For Beauty Shop uses, UDO Table 15-5.0203 requires 3 parking spaces for each client chair, plus one space per employee. The building has 83 spots available.

This Special Use permit would be contingent upon obtaining all other necessary licenses and permits, such as occupancy or building permits. Signage will require appropriate permitting from the Department of City Development. No license is required from the Health department. If piercing or injecting anything under the skin (tattoo, permanent makeup, etc.) then licensing through the State of Wisconsin is necessary.

Anastasia Skin Atelier has submitted a complete application for a special use permit, including responses to Section §15-3.0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. UDO Section §15-3.0703 Detailed Standards for Special Uses in Nonresidential Districts does not apply to this project, as the proposed special use is not one of the specified special uses in this section. The applicant has submitted responses to each of those standards, asserting that there will be no undue adverse impact or interference with surrounding development as a result of this special use.

The intent of the M-1 district is to *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*. The proposed use is consistent with the district intent.

STAFF RECOMMENDATION:

The Department of City Development staff recommends approval of this application for Special Use.

City of Franklin

Department of City Development

Date: April 26, 2022
To: Joel Cook, Ogden Construction
From: Department of City Development – Associate Planner Ecks
RE: Special Use – Anastasia Skin Atelier – 11113 W Forest Home Ave. STE 240 - Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Special Use for Anastasia Skin Atelier – 11113 W Forest Home Ave. STE 240 - Staff Comments date stamped April 7, 2022.

Department of City Development Comments

Beauty Shops (SIC 7231) require Special Use approval in M-1 zoning. A prior special use approval for a beauty shop at this location expired in 2019.

Project Summary

1. How many client chairs does Anastasia Skin Atelier have? **One**
2. Does Anastasia Skin Atelier provide any additional services other than skincare and salon services (e.g. microblading, makeup, etc.)? **No**
3. Please provide information about the days of operation – what days of the week will the business be open? **Monday thru Saturday 12pm to 8pm**

Parking

4. Please provide details about parking for this business. For Beauty Shop uses, UDO Table 15-5.0203 requires 3 parking spaces for each client chair, plus one space per employee. **The building has 83 spots available to the tenants which should be plenty**

Signage

5. Please note that any changes to signage will require issuance of a Sign Permit. **Noted**

Health Department Comments

6. No license required from the Health department. If piercing or injecting anything under the skin (tattoo, permanent makeup, etc.) then licensing through the State of Wisconsin is necessary. **Noted**

Inspection Services Department Comments

7. Project will require separate Building, HVAC, Plumbing and Electrical Permits. There is no work related to this project. The tenant is taking the space as is so Permits should not be required.

May 4, 2022

City of Franklin
Planning Department
9229 W. Loomis Road
Franklin, WI 53132

RE: 11113 W. Forest Home Avenue-Suite 240
Special Use Summary

I am asking for a special use permit to allow a beauty shop at my multi-tenant building. Per the M-1 Zoning, a beauty shop is listed as special use.

The salon hours for Anastasia Skin Atelier, LLC are from 12:00pm to 8:00pm, Monday through Saturday with one employee and one customer at a time. They will have no adverse effect on the neighborhood. They will occupy a 2,136 sq.ft existing space with no building modifications and will provide a much needed service to the residents of Franklin.

I appreciate your consideration of this proposal.

Sincerely,
OGDEN CONSTRUCTION GROUP, LLC



Joel Cook
President

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

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

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

Response: The proposed use will be in harmony with the neighborhood and this type of use has been approved two times previously.

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

Response: A beauty salon will not adversely diminish the community of the neighboring properties. The owner of the Mobile next door is in support of the proposal.

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

Response: This proposal is a tenant in an existing building, therefore will not dominate anything in the vicinity.

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

Response: The building already exists therefore will not put stress on public facilities.

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

Response: The proposed tenant is only one employee and one customer at a time therefore will not cause traffic congestion.

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

Response: There will be no destruction of significant features as the building already exists.

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

Response: The proposed use will comply with all provisions and ordinances.

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

Response: We will comply with all special standards.

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

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

Response: The proposed use would provide skin care for the immediate community which a need in the neighborhood.

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

Response: No other site is appropriate.

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

Response: We feel there are no adverse effects.

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

Response: There have been two beauty salons with approved special uses in this building in the last six years.

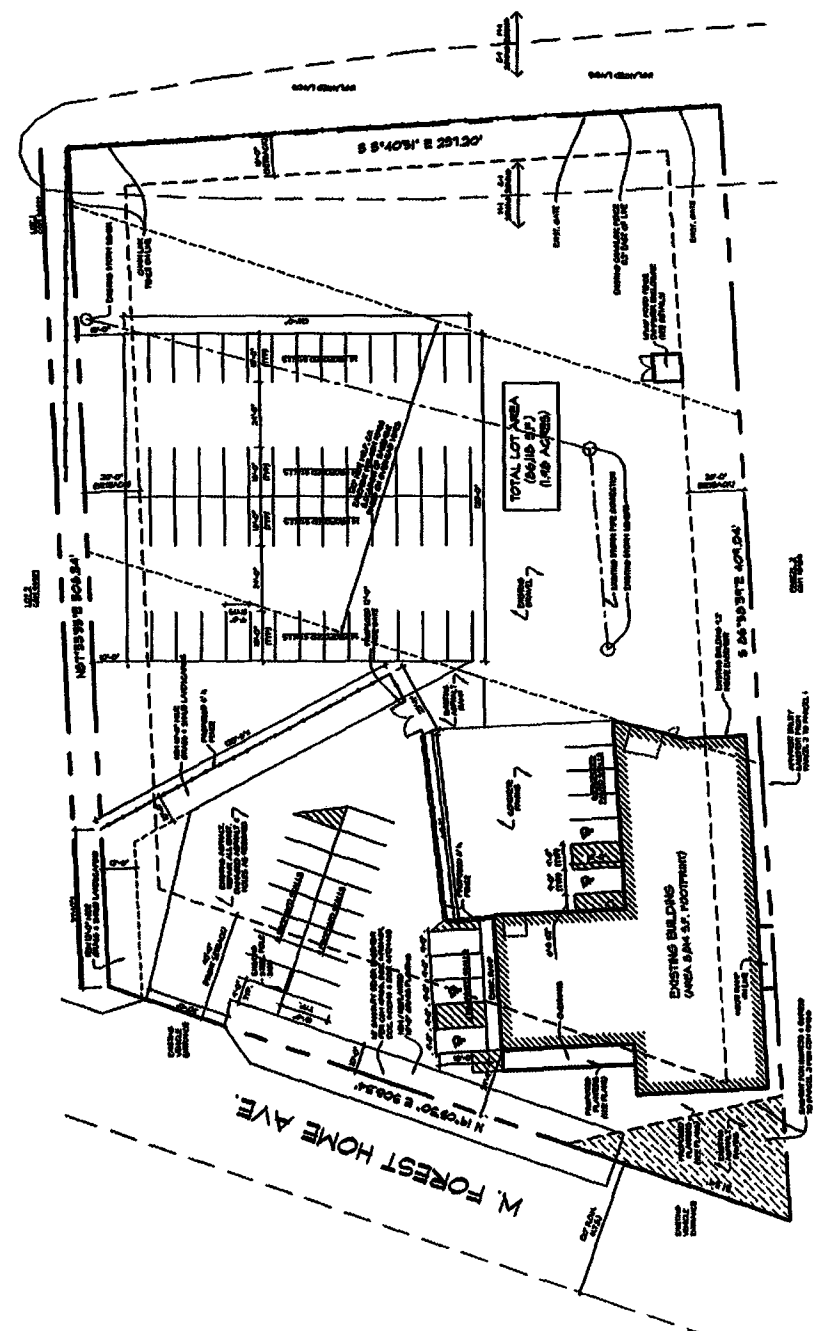
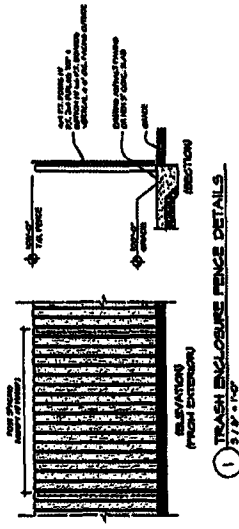
PROJECT NUMBER: 13-0001
 SHEET NUMBER: C-1
 DATE: DEC. 2, 2011

OGDEN CONSTRUCTION REMODEL

PROPOSED SITE DEVELOPMENT PLAN & DETAILS

PREVIOUSLY APPROVED DATA: 2/8/15
SITE DATA:
 JOB NO. 13-0001
 SHEET NO. C-1
 DATE: DEC. 2, 2011
 PROJECT: OGDEN CONSTRUCTION REMODEL
 CLIENT: OGDEN CONSTRUCTION
 ADDRESS: 1117 N. FOREST HOME AVE., PHILADELPHIA, PA 19124
 PROJECT TYPE: COMMERCIAL
 PROJECT STATUS: PRELIMINARY

BUILDING INFO	
OWNER:	OGDEN CONSTRUCTION
ARCHITECT:	PATERA ARCHITECTURE
DATE:	11/15/14
PROJECT:	OGDEN CONSTRUCTION REMODEL
ADDRESS:	1117 N. FOREST HOME AVE., PHILADELPHIA, PA 19124
PROJECT TYPE:	COMMERCIAL
PROJECT STATUS:	PRELIMINARY
SITE DATA:	
JOB NO.:	13-0001
SHEET NO.:	C-1
DATE:	DEC. 2, 2011
PROJECT:	OGDEN CONSTRUCTION REMODEL
CLIENT:	OGDEN CONSTRUCTION
ADDRESS:	1117 N. FOREST HOME AVE., PHILADELPHIA, PA 19124
PROJECT TYPE:	COMMERCIAL
PROJECT STATUS:	PRELIMINARY



SITE DEVELOPMENT PLAN
 1" = 20'-0"

City of Franklin
Department of City Development

Date: April 26, 2022
To: Joel Cook, Ogden Construction
From: Department of City Development – Associate Planner Ecks
RE: Special Use – Anastasia Skin Atelier – 11113 W Forest Home Ave. STE 240 - Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Special Use for Anastasia Skin Atelier – 11113 W Forest Home Ave. STE 240 - Staff Comments date stamped April 7, 2022.

Department of City Development Comments

Beauty Shops (SIC 7231) require Special Use approval in M-1 zoning. A prior special use approval for a beauty shop at this location expired in 2019.

Project Summary

1. How many client chairs does Anastasia Skin Atelier have? **One**
2. Does Anastasia Skin Atelier provide any additional services other than skincare and salon services (e.g. microblading, makeup, etc.)? **No**
3. Please provide information about the days of operation – what days of the week will the business be open? **Monday thru Saturday 12pm to 8pm**

Parking

4. Please provide details about parking for this business. For Beauty Shop uses, UDO Table 15-5.0203 requires 3 parking spaces for each client chair, plus one space per employee. **The building has 83 spots available to the tenants which should be plenty**

Signage

5. Please note that any changes to signage will require issuance of a Sign Permit. **Noted**

Health Department Comments

6. No license required from the Health department. If piercing or injecting anything under the skin (tattoo, permanent makeup, etc.) then licensing through the State of Wisconsin is necessary. **Noted**

Inspection Services Department Comments

7. **Project will require separate Building, HVAC, Plumbing and Electrical Permits.** There is no work related to this project. The tenant is taking the space as is so Permits should not be required

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>06/07/22</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 18 AS IT PERTAINS TO THE ADMINISTRATION OF SIGN PERMITS</p>	<p>ITEM NUMBER</p> <p>G.7.</p>

On May 19, 2022, the Plan Commission and the Community Development Authority (CDA) have recommended approval of this Planned Development District (PDD) major amendment at their respective meetings, to allow for the issuance of sign permits by the Department of City Development in the Franklin Business Park without the requirement of an additional approval by the Community Development Authority.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2022-_____, to amend Planned Development District No. 18 as it pertains to the administration of sign permits.

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 18
AS IT PERTAINS TO THE ADMINISTRATION OF SIGN PERMITS

WHEREAS, §15-3.0423 of the Unified Development Ordinance provides for and regulates Planned Development District No. 18 (Franklin Business Park), same having been created by Ordinance No. 93-1279 and later amended by Ordinance Nos. 1997-1437, 2000-1627, 2003-1743, 2005-1851, 2012-2094, 2015-2196 and 2020-2442; and

WHEREAS, said Planned Development District having previously been part of the Zoning Ordinance No. 221, as Section 13.21, same having later been incorporated into the City of Franklin Unified Development Ordinance as Section 15-3.0423, as it is currently codified; and

WHEREAS, Subsection (2) of Planned Development District No. 18 provides that the administration of applicable laws associated with Planned Development District No. 18, including the review and approval of land use and building plans for structures and improvements, including signs, shall be carried out by the Community Development Authority of the City of Franklin, Wisconsin ("CDA"); and

WHEREAS, the Municipal Code Section 210-3 requires a sign permit for the installation or alteration of signs in the City of Franklin, and Ordinance No. 93-1279 requires an additional approval by the CDA as a prerequisite to sign permits in the Franklin Business Park; and

WHEREAS, the Common Council having reviewed the sign approvals administered by the CDA pursuant to Planned Development District No. 18 and the administrative process established by the Municipal Code whereby sign permits are issued as an administrative function of the Building Inspector or the Department of City Development for all signs within the City and having determined that the efficient administration of the Franklin Business Park would be further served by the issuance of sign permits by the Department of City Development in the Franklin Business Park; and

WHEREAS, the subject petition was before the Community Development Authority on May 19, 2022, the Authority having recommended approval thereof to the Common Council; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 19th day of May, 2022, and the Plan Commission having

reviewed the proposed amendment to Planned Development District No. 18 after hearing the public and having made its recommendations to the Common Council.

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

SECTION 1: § 15-3.0423(2), entitled "Administration", of the Unified Development Ordinance of the City of Franklin, be and the same is hereby amended to read as follows:

The administration of applicable laws associated with Planned Development District No. 18, including the review and approval of land use and of site and building plans, shall be carried out by the Community Development Authority of the City of Franklin, Wisconsin ("CDA"); excepting that the Common Council shall administer the review and approval process (following Plan Commission review as is required for such matters not affecting lands within this District, and following such review and recommendation as the CDA may make thereon), upon any rezoning, land division, land combination and other application as required by law; excepting that the review and approval of a zoning compliance permit for any use by any person or entity other than that as originally approved by the CDA in conjunction with its approval of any new construction, shall be carried out by the City of Franklin Planning Manager or the Planning Manager's designee within the Department of Development, pursuant to §15-9.0102 of the Unified Development Ordinance; and excepting that the review and approval of sign permits, shall be carried out by the City of Franklin Department of City Development, pursuant to Municipal Code §210-3. The Franklin Business Park Review Board sign permits review authority shall remain pursuant to the recorded Declaration of Protective Covenants for Franklin Business Park.

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 _____, 2022, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

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 May 19, 2022

Major Amendment to Planned Development District No. 18

RECOMMENDATION: City Development Staff recommends approval of this Planned Development District amendment to allow for administrative review of sign permitting in the Franklin Business Park

Table with 2 columns: Field Name and Value. Fields include Project Name, Location, Applicant, Zoning, 2025 Comprehensive Plan, Action Requested, and Planner.

In order to streamline the sign permitting process in the Franklin Business Park, City Development Department staff is proposing an ordinance to allow for administrative review of sign permits by this department, without the prerequisite of an additional review and approval by the Community Development Authority (CDA).

The current review and approval process for the installation or alteration of signs in the Franklin Business Park is as follows:

- Review by City Development staff of a Sign Review application, and approval by the CDA in a regular meeting.
Review of a Sign Permit by the City Development Department and the Inspection Services Department, and issuance by the City Development Department.
Separate approval by the Franklin Business Park Review Board.

Note that City Development Department staff currently reviews each sign twice, during the "Sign Review" and the Sign Permit. If this ordinance is approved, the Sign Review application will no longer be necessary and the review time frame for sign permitting in the Franklin Business Park would be significantly reduced.

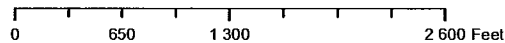
RECOMMENDATION

A motion to determine the proposed amendment to Planned Development District No. 18 to be a major amendment.

A motion to recommend approval of this Planned Development District Amendment.

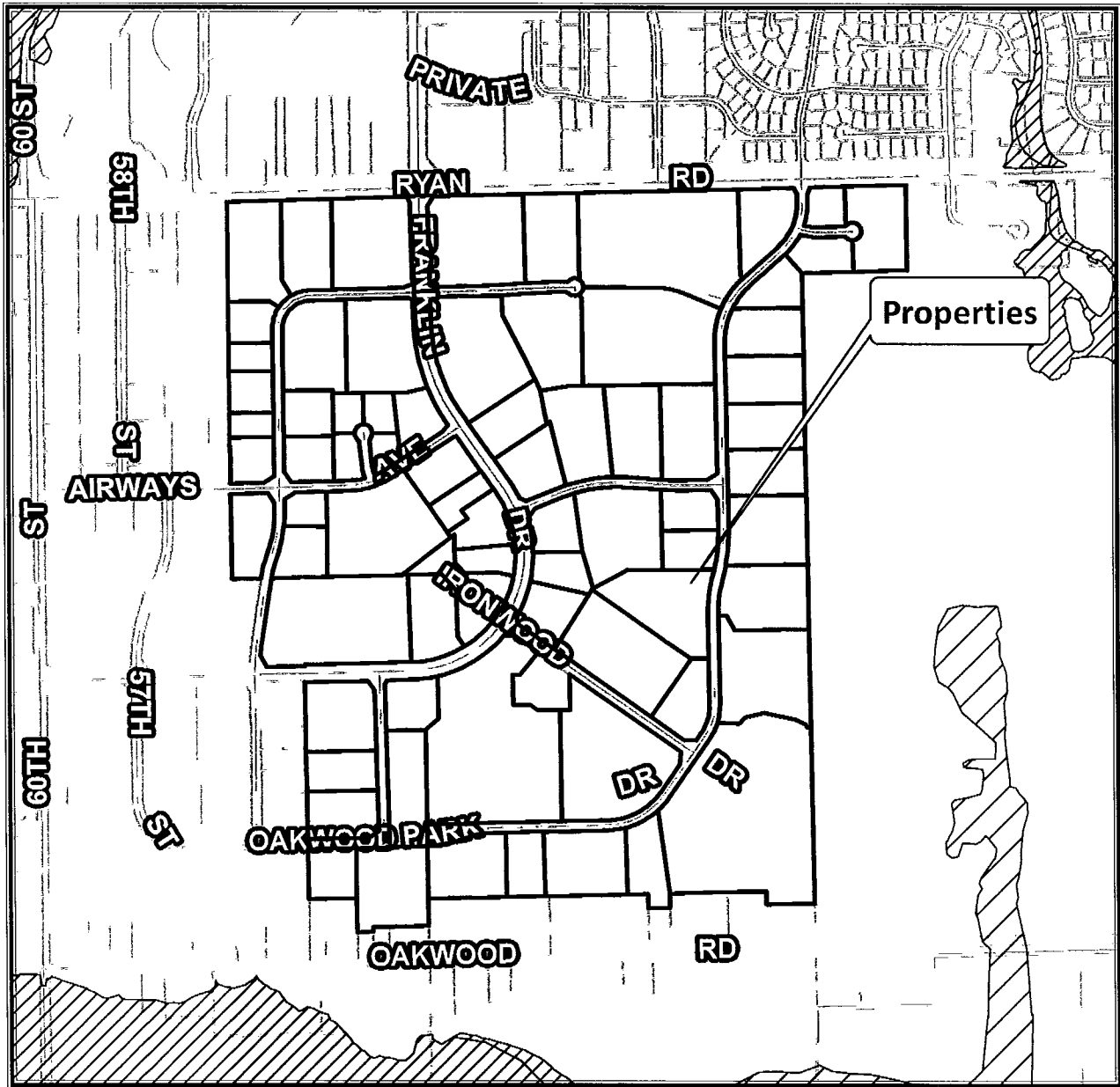


Planning Department
(414) 425-4024

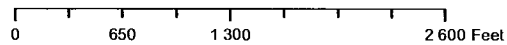


2021 Aerial Photo

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.



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.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 5-FOOT DRAINAGE & UTILITY EASEMENT IN LOT 5 IN BLOCK 4 OF SOUTHWOOD EAST SUBDIVISION (3018 W. BRIARWOOD DRIVE) (TAX KEY NO. 879-0065-000) (PATRICK HESSLING, APPLICANT)	ITEM NO. G.8.

BACKGROUND

Staff received a request to remove an existing fence that is presently located within the existing 5-foot drainage & utility easement on Lot 5 in Block 4 of the Southwood East Subdivision. More descriptively 3018 W. Briarwood Drive.

Staff was informed that the fence was there when the house was last purchased in 2007.

Applicant will remove the old fence along the north property line and install a new one. Attached is the Exhibit A showing the location of the existing fence.

ANALYSIS

Staff is agreeable in allowing the removal and replacement of the existing fence with a new one. However, easement provides that the new fence shall not impede the stormwater run-off. The applicant, or their successors, shall be responsible for replacement and/or repair of the fence should the fence need to be removed or is damaged due to access, repair or maintenance needed within the easement.

OPTIONS

Approve or Deny

FISCAL NOTE

Not Applicable to City budget.

RECOMMENDATION

Resolution 2022-_____ a resolution authorizing the installation of a fence within the existing 5-foot drainage and utility easement, in Lot 5 in Block 4 of Southwood East Subdivision (3018 W. Briarwood Dr.), (Tax Key No. 879-0065-000) (Patrick Hessling, applicant)

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE
WITHIN THE 5-FOOT DRAINAGE & UTILITY EASEMENT
IN LOT 5 IN BLOCK 4 OF SOUTHWOOD EAST SUBDIVISION
(3018 WEST BRIARWOOD DRIVE) (TAX KEY NO. 879-0065-000)
(PATRICK HESSLING, APPLICANT)

WHEREAS, in Lot 5 in Block 4 of the Southwood East Subdivision Plat prohibits the building of structures within the 5-foot drainage and utility easement described thereon; and

WHEREAS, Patrick Hessling having applied to replace an existing fence with a new one fence at the rear property (north property line) located at 3018 West Briarwood Drive, zoned R-6 Residential, bearing Tax Key No. 879-0065-000, more particularly described as follows:

Lot 5 in Block 4 in Southwood East Subdivision, being a subdivision of a part of the Southeast one quarter of Section 24, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fence would encroach upon a 5-foot drainage and utility easement restriction located along the rear of the property line; and

WHEREAS, the 5-foot drainage and utility easement restrictions upon the Final Plat for Southwood East Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request for the encroachment on the 5-foot drainage and utility easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property in conjunction with the existing stormwater drainage easement on the property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Patrick Hessling filed on May 20, 2022, be and the same is hereby authorized and approved and that the drainage and utility easement restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.
3. The City, or its assigns, may access the said easement, if necessary.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County. Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SUBDIVIDING
LOT SURVEYS

John W. Kukanen
KU, KKANEN & ASSOCIA. &S, INC.

BUILDING SURVEYS
PERCOLATION TESTS
SOIL BORING TESTS

910 ELM GROVE RD
ELM GROVE, WISCONSIN 53122
PHONE: 782-8690

78-21-130

PREPARED FOR Harvest Homes, Inc. / Raddatz
LOCATION 3018 W. Briarwood Dr. (City of Franklin)

DESCRIPTION OF PROPERTY

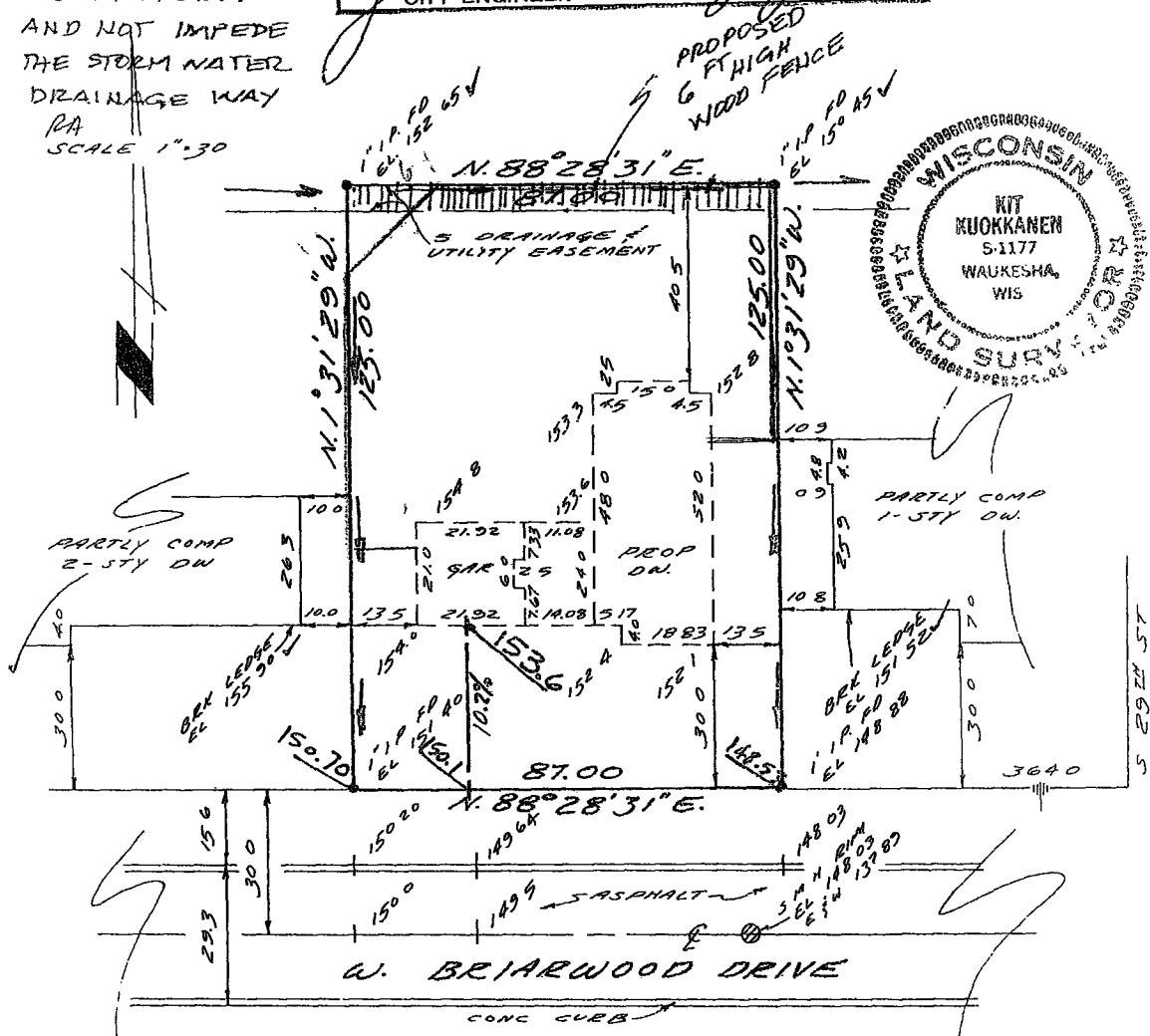
Lot 5, Block 4 - SOUTHWOOD EAST, being a subdivision of part of the Southeast 1/4 and Southwest 1/4 of Section 24, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

NOTE:

THE PROPOSED
FENCE WILL BE
LOCATED WITHIN
THE PROPERTY
AND NOT IMPEDE
THE STORM WATER
DRAINAGE WAY
RA
SCALE 1"=30'

APPROVED
FINISHED GRADE ELEVATION = 153.6

John W. Kukanen CITY OF FRANKLIN DATUM
MASTER GRADING
CITY ENGINEER PER *John W. Kukanen* DATE 10/20/78



PROPOSED LOT GRADE - 153.7

SURVEY CERTIFICATE

I HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF

Dated at
this 6th day of OCTOBER, 1978

[Signature]
 Surveyor
 State of Wisconsin

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/07/2022
Reports and Recommendations	A motion from the Director of Health and Human Services authorizing proper officials for the City of Franklin to sign the Western Governors University Education Affiliation Agreement.	ITEM NUMBER G.9.

Background: The City of Franklin Health Department finds value in educational partnerships for student internship and volunteer experiences benefiting both students and the city directly. This education affiliation agreement outlines the Franklin Health Department to serve as the host site for a 40 hour student internship experience. The internship will take place in the Summer of 2022. The contract has been reviewed by the City Attorney and there are no suggested edits.

Options:

1. Authorize the Director of Health and Human Services to sign the Western Governors University Education Affiliation Agreement.
2. Decline agreement and 40 hours of unpaid intern services.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests authorization to sign the contract to host a Western Governors University intern during June and July of 2022.

Health Department: LG



EDUCATION AFFILIATION AGREEMENT
(based on AAMC uniform affiliation agreement)

This Education Affiliation Agreement (“Agreement”), effective on the date of the last signature below (“Effective Date”), is made between Western Governors University (“University”) and _____ (“Host Agency”).

WHEREAS, University has accredited programs in the College of Health Professions.

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality, practice experiences for students of University.

WHEREAS, this Agreement is intended and shall be interpreted to meet University’s accreditation standards related to affiliation agreements with affiliates which require at a minimum:

- Host Agency will provide student, and faculty if applicable, access to appropriate resources for student education.
- University is ultimately responsible for the education program, academic affairs, and the evaluation of students.
- University is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- The shared responsibility of University and Host Agency for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of University

1. University will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of University’s curriculum.

2. University will retain ultimate responsibility for the education and evaluation of its students. University’s representative for this Agreement shall be a faculty member appointed and assigned by University, who will be responsible for student teaching and evaluation provided pursuant to this Agreement.

3. University will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the practice experience. University will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. University will require all participating students to maintain health insurance and provide proof of health insurance to University. Host Agency may request the student provide proof of health insurance prior to beginning of the practice experience.

5. University will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with University. If applicable, Host Agency shall notify the student of any requests for evidence of criminal background test or immunization. University will inform the student of his/her responsibility to provide evidence to Host Agency of any required criminal background checks or immunizations, when requested. Host Agency shall notify University of its requirements of an acceptable criminal background check and required immunizations. University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not Host Agency.

6. University will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. If requested by Host Agency, University will provide instruction to Host Agency's staff with respect to University's expectations regarding evaluation of University's students at Host Agency.

8. University warrants and represents that it provides occurrence-based professional and commercial general liability insurance for its students with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. University shall maintain and provide evidence of workers' compensation coverage as required by law. If requested by Host Agency, University shall provide a certificate of insurance demonstrating coverage for students completing training at Host Agency.

B. Responsibilities of Host Agency

1. Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, Host Agency will provide students and faculty with access to appropriate resources for student education including: a) access to patients at Host Agency facilities in an appropriately supervised environment, as applicable, in which the students can complete University's curriculum; b) student security badges or other means of secure access to patient care areas, if necessary; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at Host Agency; and f) access to call rooms, if necessary.

2. Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the practice experience. Host Agency and its staff will provide such supervision of the practice experience as is reasonable and appropriate to the circumstances and to the student's level of training.

3. Host Agency staff will, upon request, assist University in the evaluation of the learning and performance of participating students by completing evaluation forms provided by University and returned to University in a timely fashion.

4. Host Agency will provide for the orientation of University's participating students as to Host Agency's rules, regulations, policies, and procedures.

5. Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Host Agency, Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate

facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to provide such emergency care, Host Agency will refer such student to the nearest emergency facility. University will define, for its students, who bears financial responsibility for any charges generated.

6. To the extent Host Agency generates or maintains educational records related to the participating student, Host Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to University's records is required by Host Agency to carry out the program.

7. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. Host Agency will provide written notification to University promptly if a claim arises involving a student. Host Agency and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Host Agency will notify University's representative if such an action is required.

10. Host Agency shall identify a site coordinator from among its staff who will communicate and cooperate with University's representative to ensure faculty and student access to appropriate resources for the practice experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this Agreement and set forth in Exhibit A.

2. The parties will work together to maintain an environment of high quality practice experience. At the request of either party, a meeting or conference will promptly be held between University and Host Agency representatives to resolve any problems or develop any improvements in the operation of the practice experience.

3. University will provide qualified and competent individuals in adequate number for the instruction, evaluation, and supervision of students using University facilities. Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using Host Agency facilities.

4. University and Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. University, including its faculty, staff, and students, and Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at Host Agency. Host Agency will immediately notify the appropriate office of University in writing if such an action is required and the reasons for such action. University may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. University will notify Host Agency if such action is required.

D. Term and Termination

This Agreement is effective upon execution by both parties and will continue indefinitely or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of Host Agency or University for any purpose. Students will not be entitled to receive any compensation from Host Agency or University or any benefits of employment from Host Agency or University, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of University.

F. Health Insurance Portability and Accountability Act

Students participating in the practice experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host Agency and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For purposes of this Agreement, the exchange of executed copies by facsimile or scanned image shall be treated as originals.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated at the end of this Agreement.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

N. Headlines

Headlines in this Agreement are for convenience only.

O. Entire Agreement

This Agreement contains the entire agreement of the parties as it relates to this subject matter and may be modified only by a written instrument properly executed by both parties.

UNIVERSITY

HOST AGENCY

Signature

Signature

Janelle R Sokolowich Ph D , MSN/Ed, RN
Name

Name

Academic Vice President/Dean
College of Health Professions
Title

Title

Date

Date

University Notice Address:
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107
Attn: General Counsel

Host Agency Notice Address:

Exhibit A
Program Coordination

The following are designated as the primary contacts to coordinate the academic and clinical aspects of the practice experience under the Agreement.

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University

Contact: healthplacement@wgu.edu

Host Agency*

*If Host Agency has multiple facilities covered under this Agreement, Host Agency will provide a list of facilities covered and a method for contacting the appropriate representative at each facility.

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<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 6/07/2022</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p style="text-align: center;">A motion from the Director of Health and Human Services authorizing proper officials for the City of Franklin to sign the Community Health Internship Program (CHIP) Partnership Agreement.</p>	<p style="text-align: center;">ITEM NUMBER G.10.</p>

Background: The City of Franklin Health Department finds value in educational partnerships for student internship and volunteer experiences benefiting both students and the city directly. This Community Health Internship Program (CHIP) Partnership Agreement between Wisconsin Area Health Education Centers and the Franklin Health Department outlines the department to serve as the host site for a 40 hour/ week, 10 week long, student intern experience. There is no direct cost associated with serving as a host site for a 2022 AHEC CHIP intern. The internship will take place in the Summer of 2022. The contract has been reviewed by the City Attorney and feedback from the City Attorney to AHEC has been accepted by Wisconsin AHEC and is reflected in the contract.

Options:

1. Authorize the Director of Health and Human Services to sign the CHIP Partnership Agreement.
2. Decline contract and 400 hours of unpaid intern services.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests authorization to sign the contract to host a CHIP intern during June and July of 2022.



Community Health Internship Program (CHIP)

Partnership Agreement

This Partnership Agreement is entered into by and between Board of Regents of the University of Wisconsin System on behalf of the Wisconsin Area Health Education Center (“Wisconsin AHEC”) with an address of 750 Highland Avenue, Madison, WI 53705, the Milwaukee Area Health Education Center (“Regional AHEC”), with an address of 1609 W. North Avenue, Suite 202, Milwaukee, WI 53205, and City of Franklin (“CHIP Host Site”), with an address of 9229 W. Loomis Road, Franklin WI 53132.

WHEREAS, Wisconsin AHEC creates partnerships among local public health departments, community health centers, and community organizations, student interns, and the Wisconsin AHEC Program. The success of the program depends on partners having both an appreciation for the roles they play in the partnership and a commitment to collaborative learning.

WHEREAS, many students participating in CHIP (“Student Interns”) benefit from practical learning experiences in real-world settings.

WHEREAS, CHIP Host Site desires to work with Wisconsin AHEC and Regional AHEC to provide practical learning experiences for Student Interns

CHIP Host Site responsibilities:

- Designate a project or projects to which the Student Intern will be assigned,
- Designate a primary mentor for the Student Intern who will also participate in a mentor orientation,
- Develop a 40-hour per week work plan with goals and objectives to guide the Student Intern in their activities,
- Excuse the Student Intern for their regular engagement in didactic and reflection work with Wisconsin AHEC and fellow Student Interns;
- Provide opportunities for shadowing and other experiences to allow Student Interns to gain a broad understanding of the roles and responsibilities of local organizations;
- Provide regular opportunities for the Student Intern to receive guidance and feedback,
- Immediately notify Wisconsin AHEC in the event Host Site suspends, or wishes to terminate any Student Intern’s participation in CHIP, and make reasonable efforts with Wisconsin AHEC to resolve the matter;
- Provide an adequate work environment (including computer, space, supplies, access to relevant tools and resources, etc.) for the Student Intern to effectively carry out their duties,
- Approve Student Intern weekly action plan, if applicable;
- Provide mileage reimbursement to Student Intern for work-related travel (this does not include travel to and from work each day or required AHEC meetings);
- Provide CHIP Host Site specific required items (for example: additional background checks, immunizations, TB skin tests) at no charge to the Student Intern;
- Evaluate CHIP in collaboration with Wisconsin AHEC and Student Interns,
- Provide WI AHEC with copy of CHIP Host Site’s COVID safety protocols, if applicable.
- The CHIP Host Site is not responsible for the payment of any costs, funds or stipends payment(s) to the Student Intern, the Regional AHEC or the Wisconsin AHEC, except for the mileage reimbursement to Student Intern as set forth above, and the CHIP Host Site is not responsible to the Student Intern, the Regional AHEC or the Wisconsin AHEC for the provision of any benefits other than those as set forth above

Wisconsin AHEC responsibilities

- Recruit highly qualified, diverse, health professions student interns,
- Coordinate application process and facilitate matching of interns to positions at CHIP Host Site;
- Develop and coordinate delivery of mentor and student intern orientation and training,

- Grant CHIP Student Interns summer appointments through UW–Madison Human Resources and ensure each Student Intern completes all onboarding requirements;
- Provide tools and templates to support CHIP Host Site support and mentorship of CHIP Student Intern(s),
- Ensure intern(s) receive timely installments of their stipend through UW Madison,
- Provide curriculum for regular engagement meetings with CHIP Student Intern(s),
- Provide programming for an end-of-program celebration for Student Intern(s) and CHIP Host Site,
- Evaluate the internship program in collaboration with Student Interns(s) and CHIP Host Site,

Regional AHEC responsibilities:

- Collaborate with Wisconsin AHEC to match Student Interns to positions at CHIP Host Site,
- Deliver orientation and training for CHIP Host Site mentors and Student Interns,
- Serve as liaison between Student Intern(s) and CHIP Host Site to ensure effective working relationships;
- Develop and coordinate regular opportunities for program partners to learn and dialogue,
- Host regular engagement meetings with Student Intern(s),
- Host end-of-program celebration for Student Intern(s) and CHIP Host Site,

Duration

This Agreement shall become effective upon signature by the authorized officials and will remain in effect until terminated by either of the partners through written notification to the other. In the absence of mutual agreement by the authorized officials, this Agreement shall end on August 31, 2026.

The parties sign this Agreement in acknowledgment of the terms and conditions that it contains

For CHIP Host Site

Lauren Gottlieb
Public Health Manager

Date

For Wisconsin AHEC

Kenneth Mount
Senior Associate Dean for Finance
University of Wisconsin School of Medicine and Public Health

Date

For Regional AHEC

Azure'De Williams

Executive Director

Date

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 6/7/2022</p>
<p style="text-align: center;">PUBLIC HEARING</p>	<p style="text-align: center;">Recording of CSM as Approved by the Common Council in February of 2022 / Expansion of TID #6 to Allow for a Specific Development to Proceed</p>	<p style="text-align: center;">ITEM NUMBER G.11.</p>

BACKGROUND

The City created Tax Incremental Financing District #6 (TID #6) in 2018 as a mixed use TID with projections of \$66 Million in value, including approximately \$9 Million of near-term infrastructure costs borne by the City. Subsequently, in 2020, the City executed a territory amendment for TID #6 to include additional parcels south and west of the existing TID boundaries. In conjunction with the TID #6 creation, the City of Franklin entered into a Development Agreement between the City and Loomis and Ryan, Inc. (Bear Development) as well as a Development Agreement for TID #6 Public Improvements and Ryan Meadows Subdivision.

Subsequently, in February of 2022, at the request of Bear Development, the Plan Commission and Common Council approved a 3 Lot Certified Survey Map (CSM) which combined a parcel which is located within the TID boundaries with a parcel that is located outside of the TID boundaries, and also subdivided that new, large parcel into three new, smaller parcels, per the attached illustration. The end result of this is that the first new parcel is fully inside the TID (Parcel 1), the second parcel is partially inside the TID and partially outside of the TID (Parcel 2), and the third parcel is completely outside the TID (Parcel 3). Parcel 3 is to be owned and maintained by a non-related party, and Parcel's 1 and 2 are to be owned, at least in the short term, by Bear Development, with existing plans to develop those parcels. Parcel 2 is slated for the RISE Development, as presented to the Common Council through the Concept Review process.

Due to a requirement in the Wisconsin TID law, that TIDs are to consist solely of whole units of property as are assessed for general property tax purposes (i.e. a parcel cannot be partially in the TID and partially outside of the TID), there is currently an issue with Parcel 2, since it straddles the TID boundary, that needs to be resolved. This resolution would come in the form of a territory amendment for the TID. Per state law, up to four territory amendments are allowed during the life of a TID.

In addition, the CSM that was approved by the Council on February 15, 2022, has not yet been recorded; and this needs to be completed in the near future in order for the land transfer to be completed to allow the RISE Development to be viable.

ANALYSIS

To resolve this issue, the City must execute a territory amendment to TID #6, either adding the portion of Parcel 2 that is not currently in the TID to the TID or subtracting the current portion of Parcel 2 that is currently located in the TID from the TID. In order to bring a recommendation for the Common Council to consider, regarding whether the territory amendment should be a territory addition amendment or a territory subtraction amendment, staff needs to work with its Financial Advisor, Ehlers, Inc., to prepare a feasibility study. The feasibility study will answer questions including: 'Does a territory addition amendment meet the 'But For' clause required by state law?', 'What are the financial ramifications of adding land to the TID due to the existing development agreement?' and 'What are the financial ramifications of subtracting land from the TID due to the existing development agreement?' It is expected that the feasibility study can be completed by the end of June so that the Council may dictate which territory amendment, an addition or a subtraction, that staff should proceed with.

In regard to the recording of the CSM, staff has consulted with Ehlers and the WI DOR, the regulatory body charged with enforcing the WI TID law, and the consensus is that it is acceptable to record the CSM in advance of the execution of the TID #6 territory amendment. The caveat to this is that the contemplated RISE Development could end up inside or outside of the TID, depending on the outcome of the feasibility analysis and the exact nature of the territory amendment.

FISCAL IMPACT

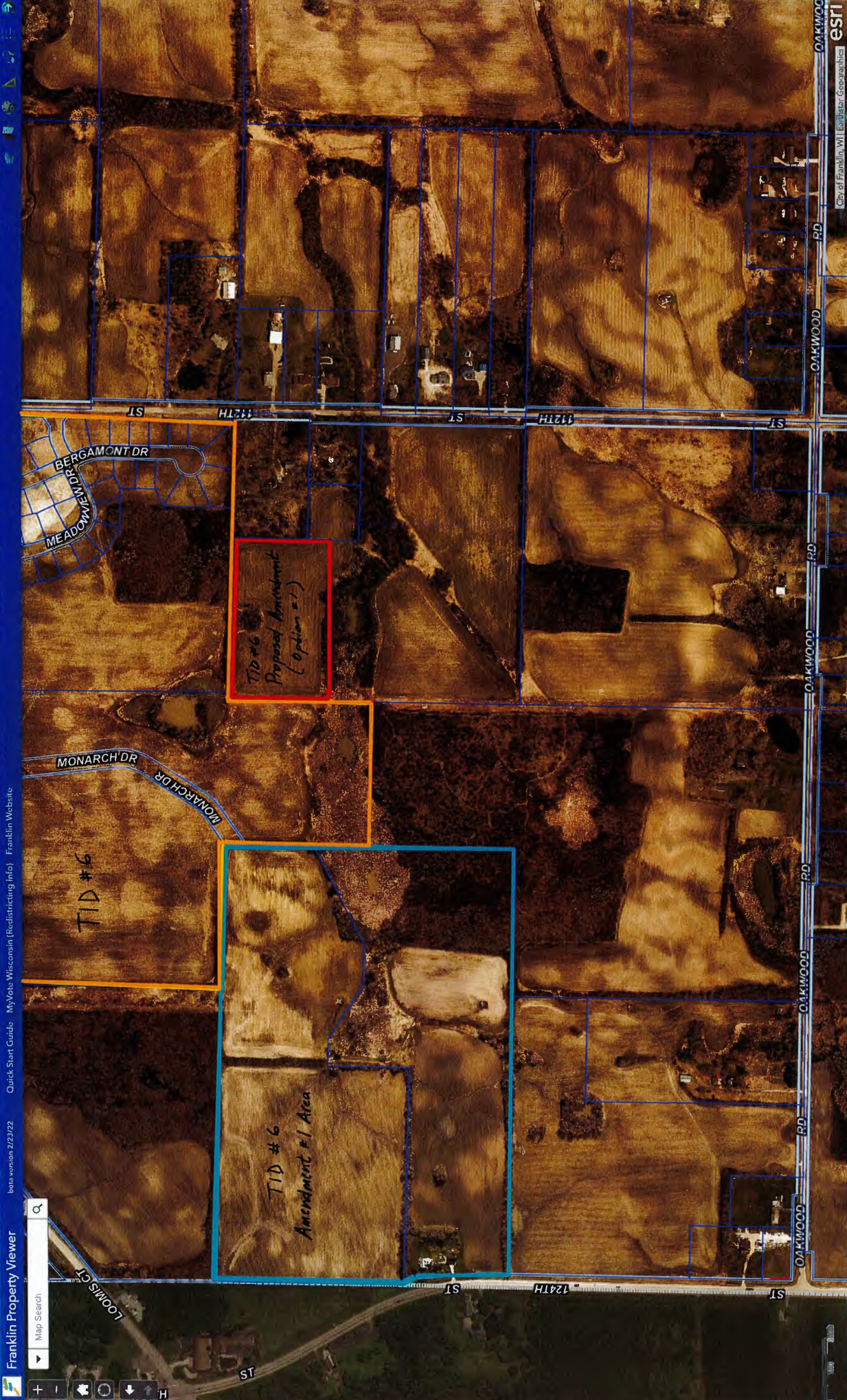
The fiscal impact of the territory amendment, either a land addition or a land subtraction, is to be determined by the feasibility study, with the results being brought back to the Common Council so that the Council may make an informed decision regarding the territory amendment.

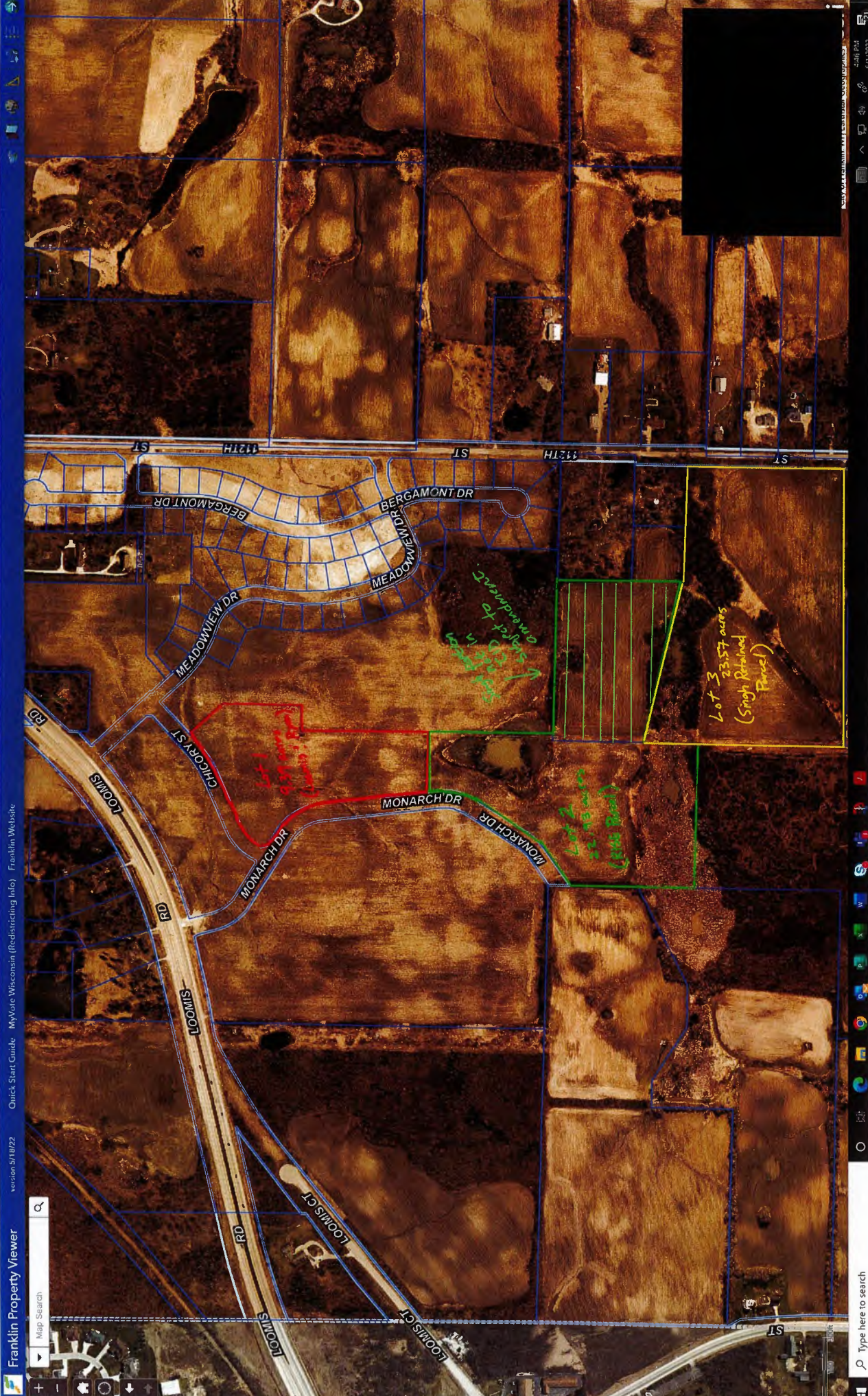
RECOMMENDATION

Staff recommends that the Common Council authorize the following: (1) the recording of the CSM, as described above, that was previously approved by the Council, in advance of the TID #6 territory amendment, with the knowledge that the territory amendment will need to be approved prior to September 30, 2022 if the CSM is recorded; and (2) the work on the feasibility study to enable staff to bring a recommendation to the Common Council so that an informed decision may be made regarding the territory amendment.

COUNCIL ACTION REQUESTED

Motion to authorize the recording of the CSM, as described herein, in advance of the territory amendment being executed, and direct staff to complete the feasibility study on the proposed territory amendment options and bring a recommendation to the Common Council as soon as practicable.





APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	DISCUSSION OF TRAIL PROJECTS INCLUDING: S. 116TH STREET, ST. MARTIN OF TOURS, W. FOREST HOME AVENUE, W. CHURCH STREET, STH 100, RYAN CREEK, RYAN MEADOWS, FRANKLIN SCHOOLS PROPERTY BETWEEN S. 80TH AND S. 92ND STREETS AND CASCADE CREEK PARK	ITEM NO. G.12.

BACKGROUND

At the March 14, 2022, Parks Commission and the following March 15, 2022, Common Council meeting, Alderwoman Wilhelm asked that an update of trails with an exhibit be provided. This Council Action is a summary and update of a June 15, 2021, Council Action with noted updates.

There has been much discussion on development of trails for various locations in Franklin. Currently 62% of trail project costs (fund 46-0551-5833) are eligible for reimbursement from the Park Impact Fees. To update Common Council and ask for some guidance, below are summaries of where several projects stand. Attached is an exhibit showing the location of the projects, all of which have been identified in the Comprehensive Outdoor and Recreation Plan (CORP) as either trail or sidewalk facilities.

S. 116TH STREET

This trail segment located on the WE Energies property (former interurban railroad) along S. 116th Street from St. Martin of Tours Church to the Muskego city limits.

A Congestion Mitigation and Air Quality Improvement (CMAQ) Program grant has been awarded to the City of Franklin and an agreement with Wisconsin Department of Transportation (WisDOT) is elsewhere on the agenda for this meeting. The CMAQ grant is for \$832,000. Franklin's portion of the project is expected to \$223,000.

This cost does not include GRAEF's contract currently at \$135,000, previously reduced from \$150,000. The effort to obtain WDNR permits have been much more than previously anticipated and Staff expects a request to increase the contract back up to \$150,000.

Recommended motion is discussed in the stand-alone Council Action.

S. 116TH STREET TRAILHEAD

The S. 116th Street Trail will cross W. Ryan Road at approximately 11950 W. Ryan Road. This is a small portion of a parcel transferred to Neumann Development with the understanding that this land truncated by the WE Energies linear parcel would be transferred to the City. Mr. Pat Dempsey would like to participate in the design efforts for this small restroom/shelter and parking area.

The design contract for this project is elsewhere on the agenda for this meeting. All local funding with a design and construction budget of \$286,800.

Recommended motion is discussed in the stand-alone Council Action.

ST. MARTIN OF TOURS

Originally the S. 116th Street Trail included an expanded sidewalk along the front of St. Martin of Tours Church within the right-of-way for S. 116th Street. This section was discarded when the Church was receptive to routing the trail through their property and around the western edge of the cemetery that would connect to the Hike-Bike Trail just west of the WE Energies electrical substation. Plans progressed much faster than the Church's ability to execute an easement.

Recent changes to the Church's committee altered the appetite for the pathway as previously discussed. The alternate route would replace the sidewalk and street parking in front of the Church buildings on S. 116th Street. Further discussions with the Church indicate that they are desirous to have the path more closely follow the southern and western portions of the property. A developer of the parcel to the west (north of Jefferson Terrace) appears to also be enthusiastic for this route and has given permission for GRAEF to enter their property for wetland and topographic investigation for a nice route to the Hike-Bike Trail.

GRAEF is planning to perform the field work and will need a scope change order. No estimated budget will be available until a route is finalized and some engineering effort is expended. To date, the funds expended were included in the \$135,000 GRAEF contract for the S. 116th Street Trail.

Recommended motion to direct GRAEF to proceed with field work and return to Common Council with a scope change order.

W. FOREST HOME AVENUE

On May 3, 2022, Common Council passed Resolution 2022-7856 a resolution in support of Milwaukee County's reconditioning of W. Forest Home Avenue (CTH OO) from Hi View Drive to W. Speedway Drive to include a multi-use pathway from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path.

Franklin's cost payable directly to Milwaukee County for this work is estimated to be \$65,000. Construction is planned for 2023.

No Recommended motion needed.

W. CHURCH STREET

This trail connecting Mission Hills drive to S. Martins Road morphed from a separated pedestrian accommodation to a wide concrete shoulder with rumble strip, like the construction of the method employed on W. College Avenue from S. 27th Street to S. 35th Street. Construction will happen with the Local Road Street Improvement Program this summer.

The actual cost for the walkway per the unit price bid items is \$89,417.20. Land needed to be purchased from two properties came at a total cost of \$9,279.29 plus customary closing fees.

There was a request from former-Alderman Dan Mayer with the support of the Parks Commission to add a flagpole and benches to Market Square Park. It is estimated that the cost for these amenities is an additional \$3,500.

Recommended motion to direct Staff to include flagpole and bench amenities to Market Square Park.

STH 100 TRAIL

WisDOT held a public information meeting at the Franklin Public Library on June 1, 2022 that showed the trail on the north side of STH 100 from S. 60th Street to the W. St. Martins / S. Lovers Lane intersection. Staff has the exhibits for anyone to view during normal business hours. Franklin's estimated cost of this path increased from \$624,700 to \$1,181,108.

Recommended motion is discussed in the stand-alone Council Action.

RYAN CREEK TRAIL

The Comprehensive Outdoor and Recreation Plan (CORP) also discusses a trail along Ryan Creek in the southwest portion of the City that touches the northern portion of Franklin Savannah conservation area, as well as potentially providing access to lands identified in the CORP for future recreation. Such a trail would be a significant connection from the proposed S. 116th Trail to the future extension of the Milwaukee County's Oak Leaf Root River trail, as well as the existing terminus of the trail at the Franklin Sports Complex. This plan was discussed at the January 2022 Parks Commission meeting and the final report is expected to be discussed at the June 2022 Parks Commission meeting with a recommendation for the Common Council at the June 21, 2022 meeting.

GRAEF is expecting that this budget will have funds left over (about \$15,000) from their \$57,000 contract.

No recommended motion needed until June 21, 2022, meeting.

RYAN MEADOWS TRAIL

A trail segment was planned for the Ryan Meadows subdivision starting at W. Chicory Street extending south through an outlot, and heading east to S. 112th Street. Staff met with the property owners and they were amiable to allowing an easement until the appraiser provided the value of the easement. GRAEF was instructed to cease the design efforts at that time.

Meanwhile, the Rise Development on S. Monarch Drive created an opportunity for the trail to extend southern through the Rise development and crossing the Singh Property. GRAEF has been directed to proceed again with the design of the trail along this new route. A new budget will be developed when this new route is investigated more closely.

No Recommended motion needed.

S. 80TH-92ND STREETS CONNECTION SCHOOL TRAIL

A significant portion of the Ryan Creek Trail would extend through a parcel formerly known as the Archdiocese Property and is now owned by Franklin Public Schools. The parcels consist of approximately 224 acres bounded by STH 100 (W. Ryan Road) to the north, Ryan Creek to the south, S. 80th Street to the east, and S. 92nd Street to the west, not including the Zuern Building Products parcels and the old Covenant Community Church cemetery parcel.

Earlier this year, Staff solicited engineering proposals from three consultants and the Parks Commission had a committee review the proposals and selected GRAEF to perform this design.

Staff is waiting to bring forth a design contract until an agreement with the Franklin Schools assures the City that if money is spent on a design, the City could proceed with the construction. Effort to design the project will need to start before a useful budget may be established.

Recommended motion is discussed in the stand-alone Council Action.

CASCADE CREEK PARK

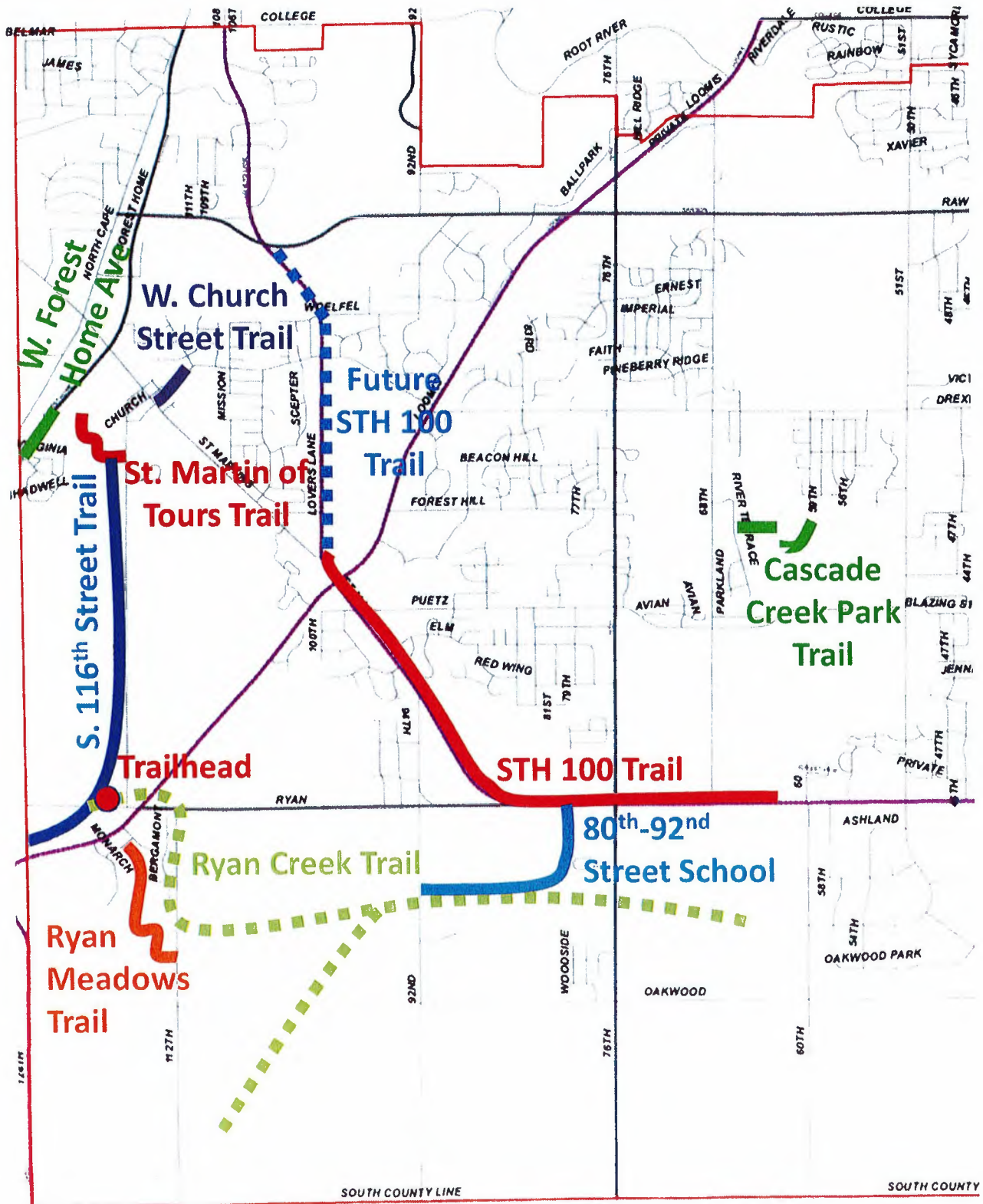
This proposed project connecting the Root River Trail to S. 60th Street and River Terrace Drive was presented to the Milwaukee County Parks in July 2020. Only the segment connecting the Root River Trail to River Terrace Drive was advanced. Franklin's real desire was connection to Cascade Creek Park on S. 60th Street and that eastern portion was not approved. Staff would like to resubmit for reconsideration but this effort has not been prioritized.

Recommended motion to direct Staff to resubmit entire Cascade Trail project to Milwaukee County Parks for reconsideration.

Engineering Department: GEM

Discussion of Current Franklin Trail Projects

June 7, 2022



Proposed St. Martin of Tours Trail. (May 23, 2022)

Exact location to be determined based on topographic, wetland, and other natural features. Generally to run along south and west edges of property. GRAEF-USA will enter property to perform evaluation on behalf of City of Franklin. All final decisions to be monumented in formal agreement.



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR THE S. 116TH STREET TRAIL (W. RYAN ROAD TO W. MAYERS DRIVE) CONGESTION MITIGATION & AIR QUALITY PROJECT IN THE AMOUNT OF \$832,000	ITEM NO. G.13.

BACKGROUND

Wisconsin Department of Transportation (WISDOT) has awarded Franklin a Congestion Mitigation & Air Quality (CMAQ) Project grant for the S. 116th Street Trail. This trail is being designed by GRAEF and extends along the old inner-urban rail corridor, now owned by WE Energies, along the west side of S. 116th Street that reaches W. Mayers Drive to the north, and curves southwest crossing W. Ryan Road and reaching the municipal boundary of Muskego to the south.

Related projects include a trail through/around the St. Martin of Tours Church parcel (7963 S. 116th Street) and a trail head at approximately 11950 W. Ryan Road.

ANALYSIS

The attached State/Municipal Agreement (SMA) allows the project to proceed through the process of permitting, completing the plans, and finding a contractor. There is a possibility that a construction contract may be awarded in late 2022.

OPTIONS

Approve or Deny SMA for the grant.

FISCAL NOTE

\$832,000 is 80% of the estimated construction cost. \$832,00 is the maximum that will be provided and any additional costs will be borne by the City of Franklin (estimated to be \$223,000). This cost does not include the design costs already incurred of approximately \$135,000.

The local funds of this capital improvement (Fund 46-0551-5833) project are eligible for 62% reimbursement from the accumulated park impact fees (estimated to be \$221,960).

RECOMMENDATION

Motion to adopt Resolution 2022-_____ a resolution to execute a State/Municipal Financial Agreement for the S. 116th Street Trail (W. Ryan Road to W. Mayers Drive) Congestion Mitigation & Air Quality project in the amount of \$832,000.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR THE
S. 116TH STREET TRAIL (W. RYAN ROAD TO W. MAYERS DRIVE)
CONGESTION MITIGATION & AIR QUALITY PROJECT
IN THE AMOUNT OF \$832,000

WHEREAS, Wisconsin Department of Transportation (WisDOT) has awarded Franklin a Congestion Mitigation & Air Quality (CMAQ) Project grant for the S. 116th Street Trail; and

WHEREAS, this 80% grant requires that Franklin, the project sponsor, commit to a variety of requirements in this federal program; and

WHEREAS, the City of Franklin is willing to accept the responsibilities required to comply with the State and Federal funding agencies.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that it would be in the best interest of the City to enter into a State/Municipal Financial Agreement for the S. 116th Street Trail (W. Ryan Road to W. Mayers Drive) Congestion Mitigation & Air Quality project in the amount of \$832,000.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



**STATE/MUNICIPAL
AGREEMENT
FOR CONGESTION MITIGATION
& AIR QUALITY PROJECTS**

Subprogram #: 211

Program Name: CMAQ

Date: May 31, 2022

I.D.: 2976-00-02/72

DUNS ID: TBD

Project Title: C FRANKLIN, 116TH ST TRAIL

Location/Limit: W RYAN RD TO W MAYERS DR

Project Length (if applicable): 2.0 miles

Project Sponsor: City of Franklin

County: Milwaukee

MPO Area (if applicable): SEWRPC

The signatory, the **City of Franklin**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described

Wisconsin Statute § 85.245 authorizes the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects made available to the State under federal law 23 U S C. 149.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The project aligns with the local and regional transportation planning goals to have a regional bike and pedestrian way that will connect the Franklin to Burlington. This project appears on SEWRPC's Vision 2050 Plan and is a missing segment.

Proposed Improvement - Nature of work: Construction of a second section of the 116th St Trail along the We Energies corridor from W Ryan Rd to W Mayers Dr.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 CMAQ project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$832,000 for all federally funded project phases when the Project Sponsor agrees to provide funds in excess of the \$832,000 federal funding maximum, in accordance with CMAQ guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 - Highway Planning and Construction.

Project Award date: February 24, 2022

Sunset date: June 30, 2030

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2976-00-02					
Design Review #	\$15,000 00	\$0 00	0%	\$15,000 00	100%
ID 2976-00-72					
Participating Construction	\$896,080 00	\$716,864 00	80%*	\$179,216 00	20%*
Participating Construction Review #	\$143,920 00	\$115,136 00	80%*	\$28,784 00	20%*
Non-Participating Construction			0%	\$0 00	100%
Total Est. Cost Distribution	\$1,055,000 00	\$832,000 00	MAX	\$223,000 00	N/A

*This project has a CMAQ federal funding maximum of \$832,000 This maximum is cumulative for all federally funded project phases

Review costs are administered and paid for by WisDOT The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding

This request is subject to the terms and conditions that follow (pages 3-9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement

Signed for and in behalf of: City of Franklin _____ (please sign in blue ink)		
<u>Steve R. Olson</u>	<u>Mayor</u>	_____
Name	Title	Date
Signed for and in behalf of the City of Franklin _____ (please sign in blue ink)		
<u>Sandra L. Wesolowski</u>	<u>City Clerk</u>	_____
Name	Title	Date

Signed for and in behalf of: City of Franklin _____ (please sign in blue ink)		
Denise Gilbert	Director of Finance and Treasurer	
Name	Title	Date
Approved as to Form: City of Franklin _____ (please sign in blue ink)		
Jesse A Wesolowski	City Attorney	
Name	Title	Date
Signed for and in behalf of the State _____ (please sign in blue ink)		
Tony Barthl	SE Region Planning Chief	
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis Stat 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following

- a. Prevailing wage requirements, including but not limited to 23 U S C. 113 and Wis Stat Sec 103 50
- b. Buy America Provision and its equivalent state statutes, set forth in 23 U S C 313 and Wis Stat. Sec. 16 754.
- c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat Sec 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 5 Funding for the project is subject to inclusion in Wisconsin's approved Congestion Mitigation and Air Quality Improvement Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. State Review Services for construction
- 6 Project items purchased with federal funding are for the primary use of the CMAQ project.
- 7 State Disbursements:
 - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate in general, State reimbursements will be made after sufficient proof of payment is sent to the state
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project
 - a. Preliminary engineering
 - b. Real estate for the improvement
 - c. State Review Services for design

- d. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - e. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - f. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route
 - g. Conditioning, if required and maintenance of detour routes
 - h. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - i. All work related to underground storage tanks and contaminated soils
 - j. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM)
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis Stat. Sec. 85.245 and federal law at 23 U.S.C. 149.
 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
 11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
 12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
 13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
 14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
 15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
 16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
 17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

18. The project is subject to a discretionary DBE goal assessment
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
23. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51 01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
26. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected

property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

27. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

29 Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State, or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State, except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project

Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
31. *Contract Modification* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

32. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
33. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

35. **Non-Appropriation of Fund:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
36. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 CMAQ project funding conditions:
 - a. ID 2976-00-02: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 2976-00-72: Construction:
 - i. Costs for construction of 116th St trail extension and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$832,000 is cumulative for all federal funded project phases.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH GRAEF-USA, INC FOR ENGINEERING AND ARCHITECTURE SERVICES RELATED TO THE S. 116TH STREET TRAILHEAD AT APPROXIMATELY 11950 W. RYAN ROAD (TKN 890-9991-001) IN THE AMOUNT OF \$86,800	ITEM NO. G.14.

BACKGROUND

Franklin is constructing the S. 116th Street Trail that is being designed by GRAEF-USA Inc and extends along the old inner-urban rail corridor, now owned by WE Energies, along the west side of S. 116th Street that reaches W. Mayers Drive to the north, and curves southwest crossing W. Ryan Road and reaching the municipal boundary of Muskego to the south.

The parcel with tax key number TKN 890-9991-001 (12200 W. Ryan Road) was recently sold by Franklin DC Land LLC (Pat Dempsey) to Neumann Development for the Cape Crossing subdivision development. Mr. Dempsey has a special family tie to the Muskego trail system that this S 116th Street trail connects to. So, the sale to Neumann included an agreement that a small section (approximately 0.6 acres) of the parcel that would be addressed at approximately 11950 W. Ryan Road be dedicated to the City for inclusion in the recreational trail project. This parcel on the north side of W. Ryan Road is on the eastern edge of the proposed trail and has been discussed as a trailhead.

Upon learning of the budget for the project, Mr. Dempsey has asked that he be included in the design efforts so that he can financially add to the City’s project budget. Staff has previously told GRAEF that approximately \$200,000 is sufficient for a small restroom facility and parking area. Even though the site is small, there are several challenges that include permitting and coordination with the developer, gas pipeline, and WE Energies. In addition, architectural services are needed for the restroom facilities to comply with all applicable state and local building codes. The work adjacent and over the wetlands add to the amount of effort needed for the S. 116th Street Trail.

ANALYSIS

Even though the site is small, there are several challenges that include permitting, utilities, and coordination with the developer, WE Energies, Wisconsin Department of Natural Resources, and Wisconsin Department of Transportation. The work adjacent and over the wetlands adds to the amount of effort needed for the S. 116th Street Trail. The fee charged by GRAEF will be at the standard billing rates and the estimated 792 hours of effort result in a fee of \$86,800.

OPTIONS

Approve or Deny the Contract.

FISCAL NOTE

The \$200,000 construction budget noted above with this \$86,800 design fee results in a \$286,800 project budget, not including additional features that may be provided by Mr. Dempsey. As a trail amenity, this capital improvement (fund 46-0551-5833) project is eligible for 62% reimbursement from the accumulated park impact fees (calculated \$177,816).

RECOMMENDATION

Adopt Resolution 2022-_____ a resolution for a professional services agreement with GRAEF-USA, INC for engineering and architecture services related to S. 116th Street Trailhead at approximately 11950 W. Ryan Road (TKN 890-9991-001) in the amount of \$86,800.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH
GRAEF-USA, INC FOR ENGINEERING AND ARCHITECTURE SERVICES RELATED TO
THE S. 116TH STREET TRAILHEAD AT APPROXIMATELY 11950 W. RYAN ROAD
(TKN 890-9991-001) IN THE AMOUNT OF \$86,800

WHEREAS, Wisconsin Department of Transportation (WisDOT) has awarded Franklin a Congestion Mitigation & Air Quality (CMAQ) Project grant for the S. 116th Street Trail; and

WHEREAS, the City desires to construct a trailhead along the S. 116th Street Trail at a location where the trail crosses W. Ryan Road; and

WHEREAS, there is a small parcel where a former owner has planned to provide a 0.6 acre portion of the parcel to the City of Franklin for this use; and

WHEREAS, GRAEF-USA, Inc. is a qualified engineering and architecture firm to provide restroom and site design and is also currently providing design services for the trail.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize GRAEF-USA, Inc. to design and bid a trailhead related to the S. 116th Street trailhead at approximately 11950 W. Ryan Road (TKN 890-9991-001) in the amount of \$86,800.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

*[Highlighted text is instructional and will be removed in the final version. We will copy
Your text and place in our version to ensure all other text is un-modified]*

This AGREEMENT, made and entered into this ____ day of ____, 2022 *[City will fill in date]* between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and GRAEF-USA Inc. *[need legal name with LLC, Corporation, etc.]* (hereinafter "CONTRACTOR"), whose principal place of business is 275 West Wisconsin Avenue, Suite 300, Milwaukee, Wisconsin. *[physical address, not necessarily mailing address]*

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide design services for the S.116th Street Trail Head; *[one to specifically describe your project- ie alignment modification XYZ Road from A Street to B Lane. this should match the title in your proposal]*

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for the design of the S. 116th Street Trail Head, *[describe the types of general services to provide- ie survey, design, and bidding services]* as described in CONTRACTOR's proposal to CLIENT dated April 26, 2022, *[include a proposal letter with your scope of services with fee. The Re: on the first page should match the title provided above in the Witnesseth section. Do not include your terms and conditions and signature lines for acceptance of the proposal. At the top of the first page in bold letters, it needs to be labeled "ATTACHMENT A"]*

- A. annexed hereto and incorporated herein as Attachment A.

- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.

- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR 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 CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR 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.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$86,800.00, *[keep the appropriate clauses and remove brackets, edit if lump sum, unit price, or other method of charging]* subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$86,800.00. *[this will be the purchase order amount that we will enter]* 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 CONTRACTOR 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 work performed or reported, it will notify 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 CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer *[City employee to direct your work- Modify if appropriate]* will coordinate the work of the CONTRACTOR, 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 CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Mary Beth Pettit, P.E. *[Add your PM name that we will give direction to and coordinate your work]* CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR 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, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and 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.

VI. INSURANCE

The CONTRACTOR 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: *[discuss with Glen if insurance limits for your project are not applicable. Written explanation in email will be the most expedient method to get your deviations approved. prior to City signing, you need to provide a certificate of insurance, and it will be scrutinized to ensure that limits are at or above what is listed below and it lists "the City of Franklin as an additional insured" as required]*

A. General/Commercial Liability (<i>Must have General/Commercial</i>)	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability (<i>Must have auto liability</i>)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability (<i>If applicable</i>)	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
E. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. B. Nothing contained within this AGREEMENT is intended to be a waiver or

estoppel of the contracting municipality CLIENT 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 CLIENT 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

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____ . *[Unless otherwise applicable, set date to day after the meeting where approval is expected.]*

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

CONTRACTOR 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 CONTRACTOR to CLIENT 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 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.
- C. Conflict of Interest. 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. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR 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.

[when we send you a .pdf, you will sign this first and it is presented to common council for approval. City always provides signatures last.]

CITY OF FRANKLIN, WISCONSIN
company]

_____ *[Legal name of your*

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

ATTACHMENT A

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com



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April 26, 2022

Mr. Glen E. Morrow, PE
City Engineer / Director of Public Works
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

Subject: **116th Street Trailhead - Franklin, WI**

Dear Glen.

Per your request, Graef-USA Inc (GRAEF) is pleased to provide this proposal for services to the City of Franklin (Client). This proposal is for professional services for 116th Street Trailhead (Project) in the City of Franklin. When accepted, this proposal will become the formal Agreement between Graef-USA Inc (GRAEF) and City of Franklin (Client) It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

The "Project" is the design and construction of a new trail head located approximately 1,400 feet north of intersection of 116th Street and West Ryan Road along the north side of West Ryan Road For this Project, GRAEF proposes to provide the following Basic Services.

Environmental Resources

- Complete desktop study of site for the following. floodplain, SEWRPC primary and secondary corridors, waterways and threatened and endangered resources.
- Complete site visit to review and record existing conditions
- Prepare preliminary report for DNR
- Review existing wetland reports for the area *It is assumed that these reports are complete and additional field investigation is not needed.*
- Based on our review of the City of Franklin Ordinances, a Natural Resource Protection Plan (NRPP) is not required for a trail head project

30% Design Plan Development

- Attend kickoff meeting with City to discuss project goals and objectives
- Provide code review and requirements for sanitary sewer and water service design and permits
- Review current survey and existing utility documents provided by the City for existing sanitary, water and electrical services available to trail head off West Ryan Road
- Develop 30% design plans to include
 - Title sheet
 - Preliminary Site Layout Plan indicating overall site with preliminary restroom footprint, paving, and curb layout and materials, site horizontal and vertical control information
 - Preliminary Erosion Control Plans showing design erosion and sedimentation control measures in accordance with Wisconsin DNR Technical Standards



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Existing and proposed contours will be depicted indicating surface elevation (1-foot interval)

- Preliminary Site Grading Plan indicating existing contours and proposed contours and spot elevations for the proposed site elements
- Preliminary Site Utility Plan, indicating sanitary sewer, storm sewer and domestic water relocations and connections to within 5 feet of the restrooms, and stormwater drainage and controls. Utility plans will show utility designs by others (gas, power, telecommunications, etc) crossing the project site for reference purposes.
- Preliminary Construction Details for proposed site/civil elements
- Preliminary floor plan, exterior and interior elevations unisex occupancy restroom
- Preliminary building section and wall sections
- Preliminary lighting and power for restroom facility
- Preliminary Landscape Plan indicating all new landscape areas as they relate to the proposed restroom and parking areas.
- Preliminary Landscape Notes and Details
- Coordinate restroom building location with City.
- Identify and present possible site furnishings including but not limited to benches, bike racks, fix it station, and drinking fountains
- Develop 30% sewer capacity calculations
- Prepare Preliminary Storm Water Management Plan addressing Green Infrastructure requirements in accordance with the Milwaukee Metropolitan Sewerage District (MMSD) regulations Based on the proposed layout, the project appears to add between 5,000 sf to 21,780 sf of new impervious area, which only requires Green Infrastructure.
- Provide code review and requirements for sanitary sewer and water service design and permits.
- Investigation of Pre-Fab Toilet Rooms
- Prepare a 30% construction cost estimate
- Conduct bi-weekly conference calls with the City to review design progress
- Attend a 30% review meeting with the Client
- Facilitate a public meeting to obtain feedback from City residents and project stakeholders.

60% Design Plan Development

- Develop 60% design plans to include
 - Title sheet
 - Site Layout Plan
 - Erosion Control Plan
 - Site Grading Plan
 - Site Utility Plan
 - Construction Details for proposed site/civil elements
 - Floor plan
 - Roof plan
 - Exterior and interior elevations unisex occupancy restroom
 - Building sections



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- Wall sections
- Architectural Notes and Details
- Lighting and power for restroom facility
- Landscape Plan
- Landscape Notes and Details
- Sewer capacity calculations.
- Prepare a 60% construction cost estimate
- Attend two progress meetings with the Client
- Conduct bi-weekly conference calls with the City to review design progress.

90% Design Plan Development

- Update 60% Design Plans to 90% complete.
- Finalize Storm Water Management Plan.
- Prepare a 90% construction cost estimate
- Conduct bi-weekly conference calls with the City to review design progress and finalize trail head layout.
- Attend a 90% review meeting with the Client.
- Organize and attend one utility coordination meeting for the project (116th Street trailhead and utility service for restroom)

Bidding Documents & Permits

- Update 90% plans to create bidding documents
- Submit permit applications. Permits to include City of Franklin, MMSD, Coordinate with ATC.

Bidding

- Prepare the Official Notice, Special Provisions, and Proposal form. Provide these documents to the City for the City will assemble the Project Manual
- GRAEF will provide electronic documents (plans and items of the project manual listed above) for use in the advertisement of the project
- The City will advertise the project for construction
- Attend pre-bid conference
- Answer questions during bidding
- Attend bid opening
- Review bid proposals and award notice

Construction Administration

- Answer RFI'S as required
- Issue clarifications/addenda(s)/construction bulletins as required
- Review shop drawing submittals and questions
- Attend construction site visits to review progress of work
- Provide punch list site visit with report
- Provide record drawings



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Additional Services – GRAEF can provide the following Additional Services for additional compensation as detailed below:

- Additional Topographic Survey Information
- Boundary Survey
- Easement Survey and Documentation
- Acquisitions of construction\right-of-entry permits as needed
- City of Franklin Planning Department Coordination
- Permit fees
- Wetland Permitting, if required
- Lighting for trail head parking lot

GRAEF will perform the proposed Basic Services based on a mutually agreeable schedule.

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

- Coordination of City meetings with design team
- Sanitary, water and electrical power requirements.
- Site topographic survey in CAD format, compatible with Autodesk Civil 3D 2020
- Geotechnical Investigation Report, including
 - Recommended pavement design
 - Soil permeability rates, including differential rates for various soil strata
 - Recommendations for soil over-excavation limits
 - Water table elevation
- Wetland and environmental investigation reports
- Acquisitions of construction\right-of-entry permits as needed
- Record drawings for existing utilities
- Permit fees

Project Assumptions

- Public Sewer and Water Main connections will be readily available at the West Ryan Road location
- Sanitary and water main design for the restroom will not require any public sewer and water main extension
- Restroom water service will not require any hydrants
- Project will not require Department of Safety and Professional Services (DSPS) Plan Review and permitting

For all Basic Services, Client agrees to compensate GRAEF as follows as a time and material contract with a not-to-exceed fee of \$86,800.00 as outlined in the attached fee estimate, plus reimbursables expenses. The total contract limit (minus reimbursables expenses) will not exceed \$86,800.00 without written amendment and approval by the Client.

Other Direct Expenses will be billed at cost and are in addition to the fee quoted above. Direct Expenses include mileage, travel expenses, printing and reproduction, delivery charges, and plan review fees. Mileage will be billed at the federal rate at the time incurred.



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To accept this proposal, please sign and date the proposal and return to GRAEF. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to City of Franklin.

Sincerely,

Graef-USA Inc.

A handwritten signature in cursive script, appearing to read "Mary Beth Pettit".

Mary Beth Pettit, P.E.
Principal

A handwritten signature in cursive script, appearing to read "Joseph F. Pepitone Jr.".

Joseph F. Pepitone Jr./PLA, LEED AP
Project Manager/Principal



GENERAL INFORMATION	
Project Name	116th St. Trail Head
Client Name	City of Franklin
Date:	4/27/22

92nd - 80th St. Trail, City of Franklin, Cost Summary

DISCIPLINE SUMMARY		
ES	Estimated Hours	Estimated Fee
Management	36	\$5,100
Civil	298	\$30,400
Storm Water	18	\$2,000
Specs, Bidding, & Permits	58	\$5,400
Architectural	249	\$26,900
Wetlands	16	\$2,000
Meetings	51	\$6,500
Landscape Architecture	76	\$8,400
Total Fee	792	\$86,800

DESIGN PHASE SUMMARY		
Design Phase	Total Hours	Total Labor
Concept 30%	180	\$19,894
Preliminary 80%	251	\$25,543
Pre-Final 90%	185	\$17,464
Final 100%	176	\$17,875
Total Fee	792	\$80,776

Proposed Time & Materials Fee for the Design 116th St. Trail, City of Franklin:

\$86,800

Total Contract, Not to Exceed Fee

\$86,800

116th St. Trail, City of Franklin, Consultant Effort Summary Per Task

CONSULTANT EFFORT SUMMARY								
Task	Project Manager (P7)	Senior Engineer (P6 & P5)	Project Engineer (P4 & P3)	Design Engineer (P2 & P1)	Senior Technician	Technician	Admin	Total Hours
Management	36				8	54		36
Civil		68						130
Storm Water			12					12
Specs, Bidding, & Permits		9	2	8				51
Architectural		18	32			29		103
Wetlands			55					10
Meetings		6	10					30
Landscape Architecture		6	16					44
Total	36	101	114	36	8	93		416

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	BUDGET DISCUSSION RELATED TO RESOLUTION 2022-7833, "A RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT AND A STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE/W. RYAN ROAD (USH 45 / STH 100) FROM S. 60TH STREET TO W. ST. MARTINS ROAD IN THE AMOUNT OF \$624,700"	ITEM NO. G.15.

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane / W. Ryan Road (USH 45 / STH 100) from S. 60th Street to W. St. Martins Road. WisDOT has this project scheduled to start on September 9, 2025, but there is an advanceable date of January 12, 2024.

At the June 15, 2021, Common Council meeting, Staff was directed to work with the WISDOT staff on developing a 10-foot trail along the east side of STH 100 from the Root River bridge to the W. St. Martins Road/S. Lovers Lane Rd. intersection. On March 1, 2022 Common Council adopted Resolution 2022-7833, A RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT AND A STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE/W. RYAN ROAD (USH 45 / STH 100) FROM S. 60TH STREET TO W. ST. MARTINS ROAD IN THE AMOUNT OF \$624,700. [emphasis added]. The State Financial Agreement (term 1) noted that the cost was only an estimate and the City would be required to pay for the pathway portions, whatever the cost. Term 5 discusses Franklin's commitment should we withdraw from the agreement. At the time of the agreement, WisDOT was progressing on the design.

ANALYSIS

WisDOT held a public information meeting at the Franklin Public Library on June 1, 2022 and Staff has the exhibits for anyone to view during normal business hours. The updated real estate costs are very close to the original at approximately \$151,420. However, the construction cost of the path has increased to approximately \$1.03 Million.

Additional items such as curb and gutter and drainage structures were included to reduce the real estate impacts. Note that the designers are trying to avoid real estate acquisition as they/we are not allowed to utilize eminent domain for multi-use paths.

There are some costs that the State would share at the north end totaling around \$30,000 which is not included in this estimate. This shared amount is not expected to increase significantly as the items to reduce real estate impacts were not utilized north of Prairie Grass Way where the State has shared cost.

OPTIONS

- A. Acknowledge that the cost to the City has almost doubled from an estimated \$624,700 to \$1,181,108 and adjust budgets accordingly; or
- B. Decide that the increased budget differs too much from the original estimate and have Staff explore options to nullify the executed State/Municipal Financial Agreement.
- C. Discuss issue with the Finance Committee and return to Common Council with a recommendation.

FISCAL NOTE

This expenditure is expected to occur when billed in 2024 or 2025- depending on when the project is constructed. This capital improvement (fund 46-0551-5833) project is eligible for 62% reimbursement from the accumulated park impact fees (estimated \$732,287) and the remainder \$448,821 would need to be paid for with other local budgeted funding.

RECOMMENDATION

At the direction of the Common Council.

Engineering Department: GEM

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 1, 2022
Reports & Recommendations	RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT AND A STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE / W. RYAN ROAD (USH 45 / STH 100) FROM S. 60TH STREET TO W. ST. MARTINS ROAD IN THE AMOUNT OF \$624,700	ITEM NO.

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane / W. Ryan Road (USH 45 / STH 100) from S. 60th Street to W. St. Martins Road. WisDOT has this project scheduled to start on September 9, 2025, but there is an advanceable date of January 12, 2024.

At the June 15, 2021, Common Council meeting, Staff was directed to work with the WISDOT staff on developing a 10-foot trail along the east side of STH 100 from the Root River bridge to the W. St. Martins Road/S. Lovers Lane Rd. intersection.

WisDOT is progressing on the design and has a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement ready for execution.

ANALYSIS

The attached agreements commit Franklin to pay for and maintain participating elements in their project that includes a sidewalk/shared-use path. The total project is expected to cost over \$14 million. It is anticipated that \$151,500 is needed to obtain additional right-of-way to accommodate the Franklin sidewalk/shared-use path and is included in Franklin's total estimate of \$624,700. A detailed accounting is shown on page 2 of 5 in the SFA.

OPTIONS

Execute agreements as previously requested.

FISCAL NOTE

The total project is expected to cost over \$14 million and Franklin's portion is estimated to be \$624,700. This expenditure is expected to occur when billed in 2024 or 2025- depending on when the project is constructed.

RECOMMENDATION

Motion to adopt Resolution 2022-_____ a resolution to execute State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for improvements related to a Wisconsin Department of Transportation project on S. Lovers Lane / W. Ryan Road (USH 45 / STH 100) from S. 60th Street to W. St. Martins Road in the amount of \$624,700.

Engineering Department: GEM



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: November 18, 2021
I.D.: 2040-15-03/23/24/73
Road Name: STH 100
Title: C FRANKLIN, LOVERS LANE
Limits: 60TH STREET TO ST MARTINS ROAD
County: Milwaukee
Roadway Length: 2.96 Miles

The signatory **City of Franklin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work As determined by project scoping

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering* Plan Development	\$ 1,050,000	\$ 1,050,000	100%	\$ -	0%
Real Estate Acquisition:					
Acquisition for Roadway (23)	\$ 105,000	\$ 105,000	100%	\$ -	0%
Acquisition for sidewalk/path (24)	\$ 151,500	\$ -	0%	\$ 151,500	100%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
'Construction'					
Participating	\$ 12,275,000	\$ 12,275,000	100%	\$ -	0%
Sidewalk					
Resurface section (STH 36 to Puetz Rd) 5' Walk	\$ 7,500	\$ 6,000	80%	\$ 1,500	20%
Resurface section (STH 36 to Puetz Rd) additional 5' Walk	\$ 7,500	\$ -		\$ 7,500	100%
Reconstruction section (Puetz Rd to Prairie Grass Way) 5' Walk	\$ 24,800	\$ 24,800	100%	\$ -	0%
Reconstruction section (Puetz Rd to Prairie Grass Way) additional 5' Walk	\$ 24,800	\$ -	0%	\$ 24,800	100%
Reconstruction section (St Martins Rd to STH 36 & Prairie Grass Way to Root River) 10' Walk	\$ 438,400	\$ -	0%	\$ 438,400	100%
Non-Participating	\$ 1,000	\$ -	0%	\$ 1,000	100%
Total Cost Distribution	\$ 14,085,500	\$ 13,460,800		\$ 624,700	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State, is subject to the terms and conditions that follow (pages [3] – [5]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement

Signed for and in behalf of the City of Franklin (please sign in blue ink)	
Name (print) Stephen R. Olson	Title Mayor
Signature	Date
Name (print) Sandra L. Wesolowski	Title City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print) Paul Rotzenberg	Title: Director of Finance & Treasurer
Signature	Date
Approved as to form and execution	
Name (print) Jesse A. Wesolowski	Title City Attorney
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement
 - (c) Compensable utility adjustment and railroad force work necessitated for the project
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas

- (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components
- 3 Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items.
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction
 - (f) Parking lane costs
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations
- 4 As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5 If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project
- 6 The work will be administered by the State and may include items not eligible for federal/state participation.
- 7 The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project
- 8 Basis for local participation:
- (a) Funding for preliminary engineering for a connecting highway 100% Federal/State

- (b) Funding for real estate required for standard roadway construction, 100% State
- (c) Funding for real estate required for sidewalk installation, 100% Municipal
- (d) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
- (e) Funding for construction of standard roadway items – 100% Federal/State
- (f) Funding for new sidewalk, within the resurface portion (St Martins Rd to Puetz Rd) 80% Federal State 20% Municipal for standard 5' walk, and 100% Municipal for the additional 5' walk Funding for new sidewalk within the reconstruction portion (Puetz Rd to Prairie Grass Way) 100% Federal/State of standard 5' walk, and 100% Municipal for the additional '5 walk Funding for new sidewalk (Prairie Grass Way to 60th St) is 100% Municipal for 10' walk
- (g) Funding for non-participating items 100% Municipality.

Comments and Clarification. This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

NEW ESTIMATE

Preliminary

STH 100 Lovers Lane
60th Street to St Martins Road
Milwaukee County
Project ID: 2040-15-03

Multiuse Path Opinion of Probable Construction Cost (Preliminary)

Sheet No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ESTIMATED COST
1 1	NEW PAVEMENT				
305 0120	Base Aggregate Dense 1 1/4-Inch	TON	6,300	\$18.00	\$113,400.00
455 0605	Tack Coat	GAL	-	\$3.05	\$0.00
465 0105	Asphaltic Surface	TON	2,800	\$80.00	\$224,000.00
1 2	EARTHWORK				
205 0100	Excavation Common	CY	6,700	\$7.00	\$46,900.00
1 3	CONCRETE CURB AND GUTTER				
601 0557	Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	LF	2,700	\$23.50	\$63,450.00
		LF			\$0.00
		LF			\$0.00
Subtotal Items 1.2 to 1.3					\$447,750.00
1 4	MISCELLANEOUS ITEMS				
	Erosion Control and Restoration	L.S	10 % of items 1 1 -1 3		\$44,775.00
	Drainage	L.S			\$470,000.00
	INCIDENTAL	L.S	15 % of Items 1 1-1 3		\$67,162.50
Subtotal Items 1.4					\$581,937.50
SUB-TOTAL PATH ITEMS (in Today's Dollars)					\$ 1,029,688

SUB-TOTAL PATH ITEMS (in 2026 Dollars, using 3% Escalation/year)	\$ 1,158,922
---	---------------------

2.1 Real Estate					\$151,420.50
-----------------	--	--	--	--	---------------------

GRAND TOTAL FOR MULTIUSE PATH					\$ 1,181,108
--------------------------------------	--	--	--	--	---------------------

Note: Unit prices used on the Opinion of Probable Cost are based on the current WisDOT Average Unit Price and estimator data as of April 5, 2022

Preliminary

STH 100 Lovers Lane
60th Street to St Martins Road
Milwaukee County
Project ID: 2040-15-03
Milwaukee County

NEW ESTIMATE

Multiuse Path Real Estate Cost (Preliminary)

Plat ID	Parcel No.	Owner	Parcel Address	Property Type	Quantity (SF)		Price		Amount
					FEE	TLE	FEE	TLE	
2040-15-23	0	O'Malley & Goldfinger	9954 W St Martins Road	Commercial	1,535	2,082	\$12.00	\$3.00	\$24,666.00
2040-15-23	1	100 Top	Not Shown	Commercial	250	667	\$12.00	\$3.00	\$5,001.00
2040-15-23	2	St Martins Center	Not Shown	Commercial	90	505	\$12.00	\$3.00	\$2,595.00
2040-15-23	3	St Martins Square	9830 W St Martins Rd	Commercial	187	725	\$12.00	\$3.00	\$4,419.00
2040-15-23	4	Loomis Triangle	9823 W Loomis Road	Commercial	--	--	\$12.00	\$3.00	\$0.00
2040-15-23	5	Crossroads	Not Shown	Commercial	598	696	\$8.00	\$2.00	\$6,176.00
2040-15-23	31	9909 Franklin	9909 W Loomis Road	Commercial	--	--	\$8.00	\$2.00	\$0.00
2040-15-23	6	Crossroads	9824 W St Martins Road	Commercial	189	925	\$8.00	\$2.00	\$3,362.00
2040-15-23	7	Crossroads	9760 W St Martins Road	Commercial	--	2,371	\$8.00	\$2.00	\$4,742.00
2040-15-23	8	Crossroads	9710 W St Martins Road	Commercial	--	1,699	\$8.00	\$2.00	\$3,398.00
2040-15-23	32	Dept. Transportation	Not Shown	State	--	146	\$0.00	\$0.00	\$0.00
2040-15-23	9	9640 Management	9640 W St Martins Road	Residential	--	655	\$3.00	\$1.00	\$655.00
2040-15-23	10	Drahonovsky	9545 W Puetz Road	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	11	Horn	9451 W Puetz Road	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	12	Henry	9401 W Puetz Road	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	50	Aras	9523 W St Martins Road	Residential	--	81	\$3.00	\$1.00	\$81.00
2040-15-23	33	Bonney	9520 St Martins Road	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	34	Sanchez	9518 St Martins Road	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	35	Murr	9446 W St Martins Road	Residential	--	781	\$3.00	\$1.00	\$781.00
2040-15-23	53	O'Conner	Lands Along Elm Ct	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	13	Lahrache	9335 W Elm Court	Residential	--	4,671	\$3.00	\$1.00	\$4,671.00
2040-15-23	14	Lahrache	Along W Elm Court	Residential	--	1,985	\$3.00	\$1.00	\$1,985.00
2040-15-23	49	Prairie Grass	Lands Along Prairie Grass	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	15	Lahrache	9209 W Elm Court	Residential	--	1,236	\$3.00	\$1.00	\$1,236.00
2040-15-23	36	Guzman	9174 W St Martins Road	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	16	Meade	9154 W St Martins Road	Residential	--	--	\$3.00	\$1.00	\$0.00
2040-15-23	17	Fitzerald	9144 W St Martins Road	Residential	--	454	\$3.00	\$1.00	\$454.00
2040-15-23	18	Hauke	9128 W St Martins Road	Residential	--	590	\$3.00	\$1.00	\$590.00
2040-15-23	19	Hintz	9122 W St Martins Road	Residential	--	161	\$3.00	\$1.00	\$161.00
2040-15-23	20	Hribar	8900 W St Martins Road	Commercial	--	8,056	\$8.00	\$2.00	\$16,112.00
2040-15-23	48	Talbot	9132 S 92nd Street	Agricultural	--	--	\$2.00	\$1.00	\$0.00
2040-15-23	21	Milwaukee Sewerage	Not Shown	Agricultural	--	--	\$2.00	\$1.00	\$0.00
2040-15-23	47	Eskau	8634 W Ryan Road	Residential	--	--	\$3.00	\$1.00	\$0.00

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Preliminary

STH 100 Lovers Lane
60th Street to St Martins Road
Milwaukee County
Project ID: 2040-15-03
Milwaukee County

NEW ESTIMATE

Multiuse Path Real Estate Cost (Preliminary)

Plat ID	Parcel No.	Owner	Parcel Address	Property Type	Quantity (SF)		Unit	Price		Amount
					FEE	TLE		FEE	TLE	
2040-15-23	22	Mazolia	8432 W Ryan Road	Residential	--	3,253	SF	\$3 00	\$1 00	\$3,253 00
2040-15-23	23	Dobron	8320 W Ryan Road	Residential	--	1,481	SF	\$3 00	\$1 00	\$1,481 00
2040-15-23	46	Franklin Public Schools	Not Shown	Agricultural	--	--	SF	\$2 00	\$1 00	\$0 00
2040-15-23	45	Church Reformed	Not Shown	Religious	--	--	SF	\$2 00	\$1 00	\$0 00
2040-15-23	24	Shiv Shakti	Not Shown	Agricultural	--	2,814	SF	\$2 00	\$1 00	\$2,814 00
2040-15-23	25	Shiv Shakti	Not Shown	Agricultural	240	6,504	SF	\$2 00	\$1 00	\$6,984 00
2040-15-23	44	GEN3	Not Shown	Commercial	--	--	SF	\$8 00	\$2 00	\$0 00
2040-15-23	43	City of Franklin	7811 W Ryan Road	Government	--	--	SF	\$8 00	\$2 00	\$0 00
2040-15-23	42	Mapl	7709 W Ryan Road	Residential	--	--	SF	\$3 00	\$1 00	\$0 00
2040-15-23	41	Skarre	7623 W Ryan Road	Residential	--	--	SF	\$3 00	\$1 00	\$0 00
2040-15-23	26	Carma Lab	7520 W Ryan Road	Agricultural	1,200	2,152	SF	\$2 00	\$1 00	\$4,552 00
2040-15-23	40	Burch	9571 S 76Th Street	Agricultural	--	--	SF	\$2 00	\$1 00	\$0 00
2040-15-23	39	James O'Malley	7521 W Ryan Road	Agricultural	--	--	SF	\$2 00	\$1 00	\$0 00
2040-15-23	27	Carma Lab	9410 W Ryan Road	Agricultural	1,242	6,667	SF	\$2 00	\$1 00	\$9,151 00
2040-15-23	28	Ece Hills	7220 W Ryan Road	Residential	--	1,750	SF	\$3 00	\$1 00	\$1,750 00
2040-15-23	29	Milw Co Sheriff	821 W State St Room 221 Milwa	Agricultural	--	4,892	SF	\$2 00	\$1 00	\$4,892 00
2040-15-23	38	O'Malley Invest	7133 W Ryan Road	Agricultural	--	100	SF	\$2 00	\$1 00	\$100 00
2040-15-23	30	Milw Co Hunger Task	9000 S 68Th Street	Park	--	5,790	SF	\$5 00	\$1 00	\$5,790 00
2040-15-23	37	Milw Co Treasurer	206000 W Ryan Road	Park	--	9,818	SF	\$5 00	\$1 00	\$9,818 00
2040-15-23	51	Rodriguez	6831 W Ryan Road	Residential	--	--	SF	\$3 00	\$2 00	\$0 00
2040-15-23	52	Mapl	7761 W Ryan Road	Commercial	--	--	SF	\$8 00	\$2 00	\$0 00
2040-15-23		Total			5,531	73,707				\$131,670.00

TLE Amount:	\$95,266 00
FEE Amount:	\$36,404 00
Contingency (15%)	\$19,750 50
Grand Total Amount:	\$151,420 50

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 7, 2022
REPORTS & RECOMMENDATIONS	DIRECT STAFF TO ENTER NEGOTIATIONS WITH FRANKLIN PUBLIC SCHOOLS FOR CONSTRUCTION, MAINTENANCE, AND OWNERSHIP OF A TRAIL AND TRAILHEAD ACROSS A PARCEL SOUTH OF W. RYAN ROAD BETWEEN S. 80TH STREET AND S. 92ND STREET (TKNs 896-9996-001 and 895-9999-000)	ITEM NUMBER G.16.

BACKGROUND

Elsewhere on the Common Council agenda is a discussion on status of all trail projects and within that discussion is a note that the Ryan Creek Trail Masterplan is anticipated to be brought to the Common Council for adoption on June 21, 2022. A significant portion of this trail would extend through a parcel formerly known as the Archdiocese Property and is now owned by Franklin Public Schools. The parcels consist of approximately 224 acres (TKN 896-9996-001, TKN 895-9999-000) bounded by STH 100 (W. Ryan Road) to the north, Ryan Creek to the south, S. 80th Street to the east, and S. 92nd Street to the west, not including the Zuern Building Products parcels and the old Covenant Community Church cemetery parcel.

ANALYSIS

Staff has had preliminary discussions with School Staff and it appears that the Schools may be agreeable to cooperate with the City in the development of the trail and trailhead. The Schools have publicly discussed the future construction of a school facing S. 92nd Street and athletic fields facing S. 80th Street. The Schools are working on a masterplan for their property. Cooperation with a trail and trailhead could facilitate children attending school and the athletic fields. Cooperation with a trailhead could also accommodate users of the athletic fields.

Currently, Staff envisions that an agreement would include that:

1. The City would design, construct, own and maintain a trail along the southern and eastern portions of the property in a yet-to-be located easement donated by the Schools.
2. The City would develop a conceptual site plan for a trailhead.
3. The School would take responsibility for the detailed design, construction, and maintenance of a trail head / restroom facility with a contribution from the City.
4. There would be contingency plans should the City or the School not follow through on construction of the facilities.

The result of the negotiations would return to Common Council for concurrence or continued negotiation with the School.

OPTIONS

Approve or deny.

FISCAL NOTE

There is no fiscal impact for the negotiation of the above facilities. The final agreement would need to consider impacts to Park Impact Fees, Borrowing Schedules, and General Operating Budgets.

COUNCIL ACTION REQUESTED

A motion to direct Staff to enter negotiations with Franklin Public Schools for construction, maintenance, and ownership of a trail and trailhead across a parcel south of W. Ryan Road between S. 80th Street and S. 92nd Street.

Engineering: GEM

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2021
Reports & Recommendations	RESOLUTION TO ACCEPT DEDICATION OF OUTLOT 3 (TKN 891-1087-000) FROM LOOMIS & RYAN, INC. IN RYAN MEADOWS SUBDIVISION ALONG W. CHICORY STREET AND DEDICATE A POND #2 ACCESS AND MAINTENANCE AGREEMENT TO RYAN MEADOWS OWNERS ASSOCIATION, INC.	ITEM NO. G.17.

BACKGROUND

On October 19, 2021, the Common Council accepted Outlot 3 in the Ryan Meadows subdivision as a dedication for a City parkland that would include a portion of the Ryan Meadows Trail. However the pond on this outlot serves as a stormwater maintenance facility for the subdivision and the necessary documents keeping the maintenance of the pond as the responsibility of the homeowners association did not follow and on December 30, 2021, the City filed a Disclaimer of Interest to essentially negate the dedication.

ANALYSIS

This land dedication is needed for the completion of the trail project under design by GRAEF.

OPTIONS

Approve or Deny

FISCAL NOTE

There are minimal costs associated with the closing of the property. GRAEF has used approximately \$8,600 of the \$50,000 trail project (46-0551-5219.5141) design budget.

RECOMMENDATION

Resolution 2021-_____ a resolution to accept dedication of Outlot 3 (TKN 891-1087-000) in Ryan Meadows subdivision from Loomis & Ryan, Inc. along W. Chicory Street and dedicate a Pond #2 Access and Maintenance Agreement to Ryan Meadows Owners Association, Inc.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

RESOLUTION TO ACCEPT DEDICATION OF OUTLOT 3 (TKN 891-1087-000) FROM
LOOMIS & RYAN, INC. IN RYAN MEADOWS SUBDIVISION
ALONG W. CHICORY STREET AND DEDICATE A
POND #2 ACCESS AND MAINTENANCE AGREEMENT
TO RYAN MEADOWS OWNERS ASSOCIATION, INC.

WHEREAS, Loomis & Ryan, Inc. has agreed to dedicate Outlot 3 in the Ryan Meadows Subdivision to the City of Franklin; and

Whereas, the City of Franklin Common Council agreed to accept the dedication of Outlot 3 on October 19, 2021 by adopting Resolution 2021-7789; and

WHEREAS, there are stormwater facilities located on Outlot 3 that will remain the responsibility and upkeep of the homeowner's association per the stormwater facilities maintenance agreement for Ryan Meadows; and

WHEREAS, the necessary easement documentation was not prepared nor accepted by the City of Franklin and the City disclaimed the dedication of property on December 30, 2021; and

WHEREAS, an easement document has been prepared that gives the Ryan Meadows Owners Association, Inc. the rights and responsibilities to maintain the stormwater facilities in accordance with their stormwater maintenance agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement on Lot 84 and land parcel Outlot 3 of the Ryan Meadows subdivision. And therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement and property transfer with stormwater agreement accepting it on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

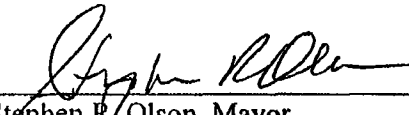
<p>Document Number</p>	<p align="center">CORRECTION INSTRUMENT — DISCLAIMER OF INTEREST Wis Stat. § 706 085(1)(d)</p> <p align="center">Document Name</p>	
<p>Undersigned hereby states that a certain document (“conveyance”) titled as Quit Claim Deed (type of document), and executed between Loomis and Ryan, Inc., a Wisconsin corporation, Grantor, and City of Franklin, a Wisconsin municipal corporation, Grantee, was recorded in Milwaukee County, Wisconsin, on October 18, 2021, as document number 11176218, and contained the following error:</p> <p>Grantor intended to donate the Property therein described to the Grantee, however, Grantee did not agree to accept said donation.</p> <p>Undersigned makes this Correction Instrument for the purpose of correcting the conveyance as follows:</p>		
<p>Grantee hereby disclaims its interest in the property subject to the above-described Quit Claim Deed pursuant to Wis. Stat. § 706.085(1)(d) and title shall remain with the Grantor.</p> <p>The basis for Undersigned’s personal knowledge is (check one):</p>		<p>Recording Data Name and Return Address City Clerk City of Franklin 9229 W. Loomis Road Franklin, WI. 53132</p>
<p><input type="checkbox"/> Undersigned is the Grantor/Grantee of the property described in the conveyance.</p>		<p>Parcel Identification Number 891-1087-000</p>

- Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
- Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
- Other (Explain): Undersigned is the Mayor of the Grantee City of Franklin with authority pursuant to Common Council direction with respect to the donation intended by Grantor.
- A copy of the conveyance (in part or whole) is is not attached to this Correction Instrument (if a copy of the conveyance is not attached, attach the legal description).
- Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st class mail to all parties to the transaction that was the subject of the conveyance at their last known addresses.

[SIGNATURE PAGES FOLLOW]

Dated this 30th day of December, 2021.


CITY OF FRANKLIN

By: 
Stephen R. Olson, Mayor

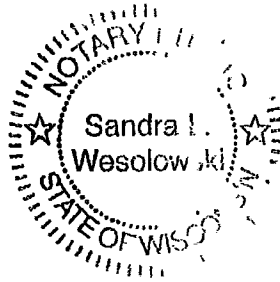
ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally, came before me this 30th day of December, 2021, the above-named, Stephen R. Olson, to me known to be the Mayor of the City of Franklin and also as the person(s) who executed the foregoing instrument and acknowledged the same.


Notary Public, Milwaukee County, Wisconsin
My commission expires 5/23/2025.

DRAFTED BY:
Brian C. Sajdak, Assistant City Attorney



DOC # 11176218

RECORDED

10/18/2021 01:43 PM

ISRAEL RAMON

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #: 77.25 (2G)

***This document has been electronically recorded and returned to the submitter ***

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Loomis and Ryan, Inc., a Wisconsin corporation

("Grantor," whether one or more), and City of Franklin, a Wisconsin municipal corporation

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee

County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Outlot 3, Ryan Meadows, according to the recorded plat thereof, recorded on March 20, 2020 as Document No. 10982414 in the Office of the Register of Deeds for Milwaukee, County, Wisconsin. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin.

Recording Area

Name and Return Address

Bear Real Estate Group
4011 80th Street
Kenosha, WI 53142

891-1087-000

Parcel Identification Number (PIN)

This is not homestead property.

(is) (is not)

Dated 10/15/2021

Loomis and Ryan, Inc.

(SEAL)

(SEAL)

* _____

* Stephen R. Mills, Authorized Member

(SEAL)

* _____

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Bear Real Estate Group

John E. Hotvedt, Vice President - General Counsel

ACKNOWLEDGMENT

STATE OF Wisconsin)

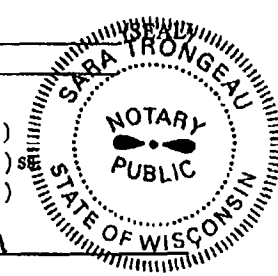
Kenosha COUNTY)

Personally came before me on 10/15/21
the above-named Stephen R. Mills

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin

My commission (is permanent) (expires: 8/25/2025)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

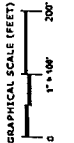
FORM NO. 3-2003

*Type name below signatures.

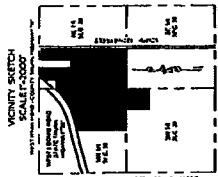
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RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9055, as shown on the South 1/4, the North 1/4 and Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 and the Southwest 1/4 of all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



LINE NO.	DESCRIPTION	BEARING	DISTANCE
1	LINE 1	S 89° 59' 55" W	230.00
2	LINE 2	S 89° 59' 55" W	230.00
3	LINE 3	S 89° 59' 55" W	230.00
4	LINE 4	S 89° 59' 55" W	230.00
5	LINE 5	S 89° 59' 55" W	230.00
6	LINE 6	S 89° 59' 55" W	230.00
7	LINE 7	S 89° 59' 55" W	230.00
8	LINE 8	S 89° 59' 55" W	230.00
9	LINE 9	S 89° 59' 55" W	230.00
10	LINE 10	S 89° 59' 55" W	230.00
11	LINE 11	S 89° 59' 55" W	230.00
12	LINE 12	S 89° 59' 55" W	230.00
13	LINE 13	S 89° 59' 55" W	230.00
14	LINE 14	S 89° 59' 55" W	230.00
15	LINE 15	S 89° 59' 55" W	230.00
16	LINE 16	S 89° 59' 55" W	230.00
17	LINE 17	S 89° 59' 55" W	230.00
18	LINE 18	S 89° 59' 55" W	230.00
19	LINE 19	S 89° 59' 55" W	230.00
20	LINE 20	S 89° 59' 55" W	230.00

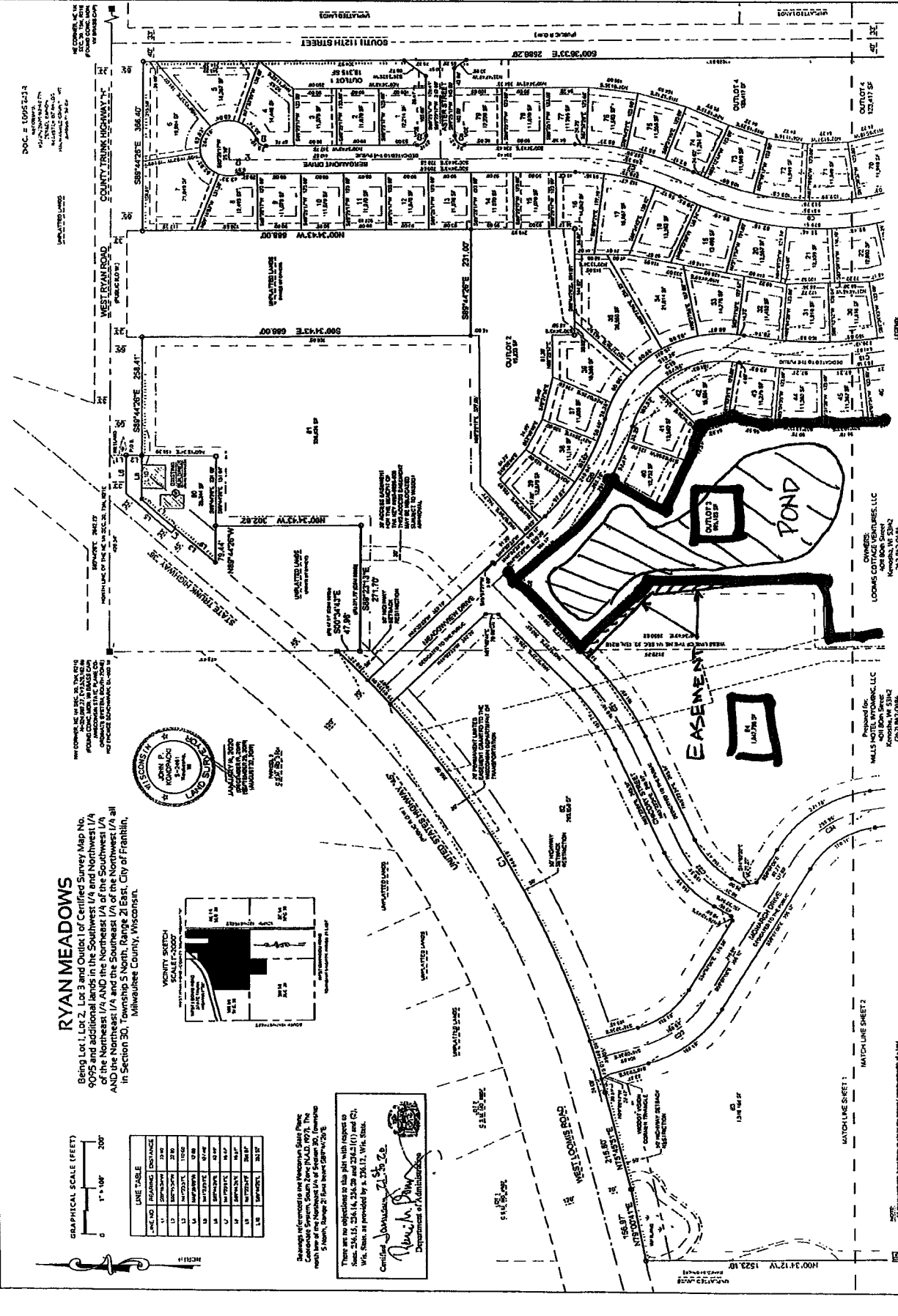


JOHN P. KOMOPACH
No. 12205
STATE OF WISCONSIN
Professional Engineer

Drawings refer to the Wisconsin State Plane Coordinate System, South Zone (NAD 1983). The North American Datum of 1983 is used for all measurements north of 54° 00' 00" N, Range 21 East, Town 5 North.

There are no objections to this plan with respect to the same, as provided by s. 236.12, Wis. Stats.

John P. Komopach, Jr., Esq.
Notary Public
Department of Institutions



OWNER: LOOMIS COTTAGE VENTURES, LLC
400 BOB STREET
MILWAUKEE, WI 53208
PH: 414-224-0424

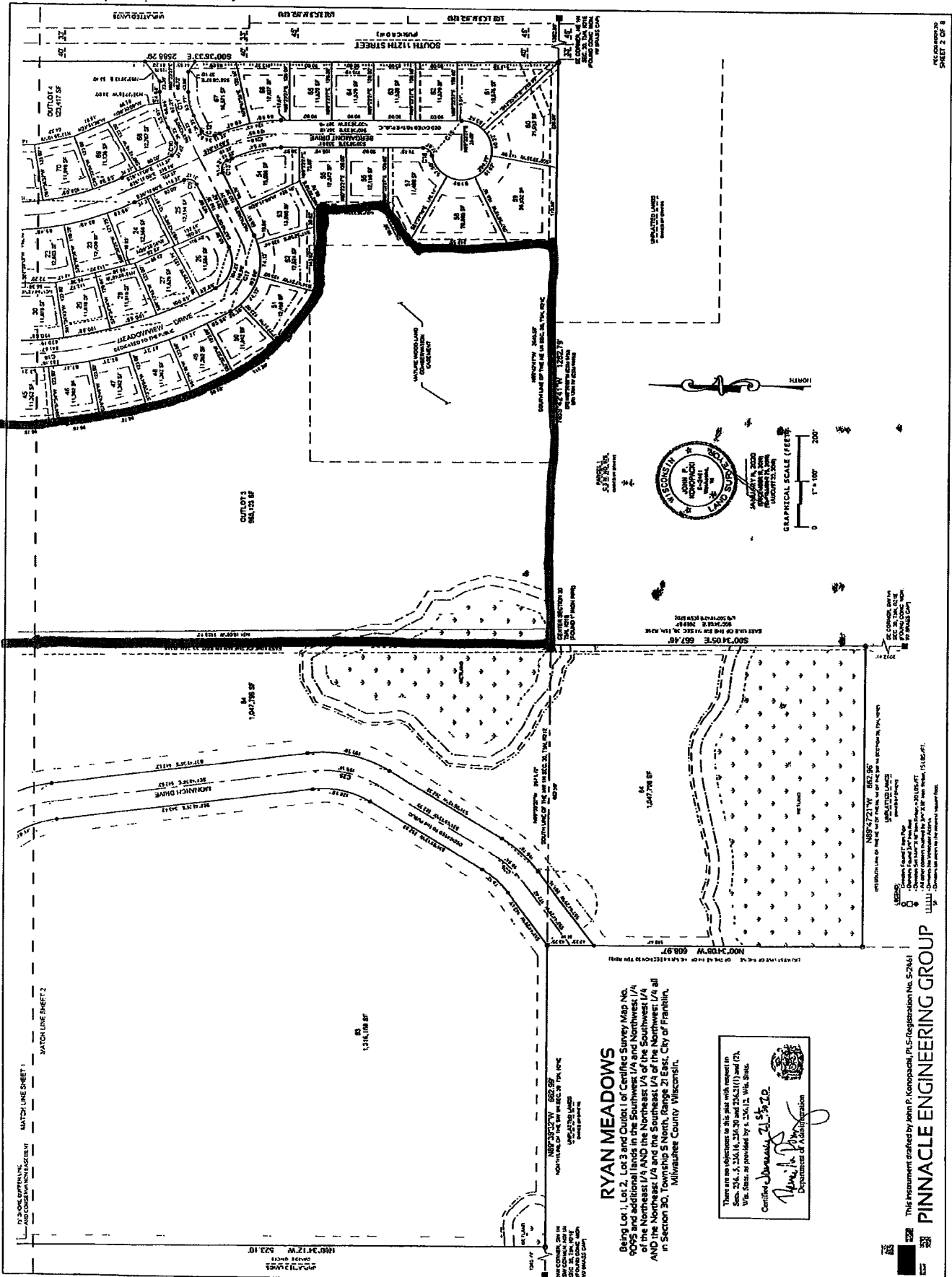
OWNER: STRANAS INVESTMENTS, LLC
207 FOREST DRIVE
BROOKFIELD, WI 53005
PH: 414-752-5030

Prepared by: WALKER & PARTNERS, LLC
401 BOB STREET
MILWAUKEE, WI 53208
PH: 414-224-0424

Prepared by: PINNACLE ENGINEERING GROUP
5850 FOREST DRIVE
BROOKFIELD, WI 53005
PH: 414-752-5030

PROJECT: Ryan Meadows
SHEET: 1 OF 2
DATE: 06/11/2013

DATE: 06/11/2013



RYAN MEADOWS
 Being Lot 1, Lot 2, Lot 3 and Quota 1 of Certified Survey Map No. 90993 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4, all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin.

There are no objections to this plan with respect to Sections 254.5, 254.6, 254.7 and 254.8(1) and (2), Wis. Stats. as provided by s. 254.12, Wis. Stats.
 Certified January 21, 2010
 Department of Administration

This instrument drafted by John P. Konopacki, P.E., Registration No. S-26461

PINNACLE ENGINEERING GROUP

PROVISIONS OF THE WISCONSIN CONSTITUTION, THE STATE ENGINEERING ACT AND THE ENGINEERING BOARD RULES APPLY TO THIS INSTRUMENT.
 I, the undersigned, certify that I am a duly licensed Professional Engineer in the State of Wisconsin.
 Date: January 21, 2010
 John P. Konopacki, P.E.
 Milwaukee County Wisconsin

PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT

(RYAN MEADOWS/LOOMIS BUSINESS PARK)

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Loomis & Ryan, Inc., as Grantor (including successors and assigns of the City as may become applicable and including the heirs, executors, administrators, successors and assigns of above Grantor as may be or may become applicable)

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual easement with the right of entry in and across a portion of the property as the same is more particularly herein described only for the following use: A recreational path (sometimes herein referred to as the "Facilities") for the benefit of the public for walking, jogging, bicycling, and other non-motorized outdoor activities which do not unreasonably disturb the Grantor; and the City shall have the right to build and construct and operate, maintain, repair, reconstruct and inspect (but not to enlarge or relocate) said path. The dimensions of the path describe the dimensions of the easement, which are more particularly set forth as Exhibit "C"; and

WHEREAS, the construction and installation of the Facilities shall be made by City at City's expense and the Facilities shall be the property of the City (recognizing that the property interest of the City is only that as arises under this easement), subject to the terms and conditions set forth below:

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

1. That said recreational path shall be maintained and kept in good order and condition by the City at the sole cost and expense of the City. In the event the Grantor believes that the path is not kept in suitable repair, it shall by written informal petition advise the City Council of same and request a reply or remediation within 60 days. In the event the City does not respond or the parties do not reach agreement on the necessity for repair, the Grantor may apply to the circuit court for relief, without the necessity of a Notice of Claim or Notice of Injury; provided, however, that either the City or the Grantor may, with respect to any disagreement, require that both parties submit to binding arbitration.
2. That in and during whatever construction, reconstruction or repair work is or becomes necessary in constructing or maintaining of said Facilities, so much of the surface or subsurface of the easement area or the Grantor's property adjacent to the easement area as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. The City shall indemnify and defend the Grantor and its officers, agents, employees and members from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and legal fees, for claims of any character arising out of construction, maintenance or use of the recreational path, including liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the use of the easement property; excepting where proximately caused by the intentional, wanton or willful act or omission of Grantor, its officers, agents, employees and/or members.
3. That no structure may be placed within the limits of the easement area by the City or the Grantor, except for the Facilities.
4. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property.

5. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City for any underground installation within the easement area, which approval shall not unreasonably be withheld, conditioned or delayed. The Grantor makes no representation or warranty with respect to any other easements which may exist at the time of the granting of this easement which may encroach upon or interfere with the use contemplated in this easement. In the event there is a conflict, this easement shall be subordinate to previously granted easements and the City shall hold the Grantor harmless from any conflict.
6. That the Grantor shall not alter the surface elevation within the limits of said Easement Area.
7. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
8. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
9. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
10. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
11. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
12. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
13. In the event that the recreational path (the 'Facilities') is discontinued or abandoned by the City, the the City shall, at its expense, remove all asphalt, concrete or other structural improvement related to the path and restore the property in conformity with adjacent landscaping.

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

ON THIS DATE OF: October 13, 2021

[Signature]
LOOMIS & RYAN, INC.

By: Stephen R. Mills

By: Resident

CITY OF FRANKLIN

By: Stephen R. Olson, Mayor

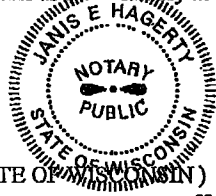
By: Sandra L. Wesolowski, City Clerk

STATE OF Wisconsin
COUNTY OF Kenosha SS

Before me personally appeared on the 13th day of October, A.D. 2021.

Stephen R. Mills
President or Name printed
Resident
Secretary or Name printed

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



[Signature]
NOTARY PUBLIC
My commission expires 02/10/2024

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

On this _____ day of _____ A.D. 201__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 201__.

Notary Public, Milwaukee County, Wisconsin

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date:

City Engineer

Approved as to form only
Date:

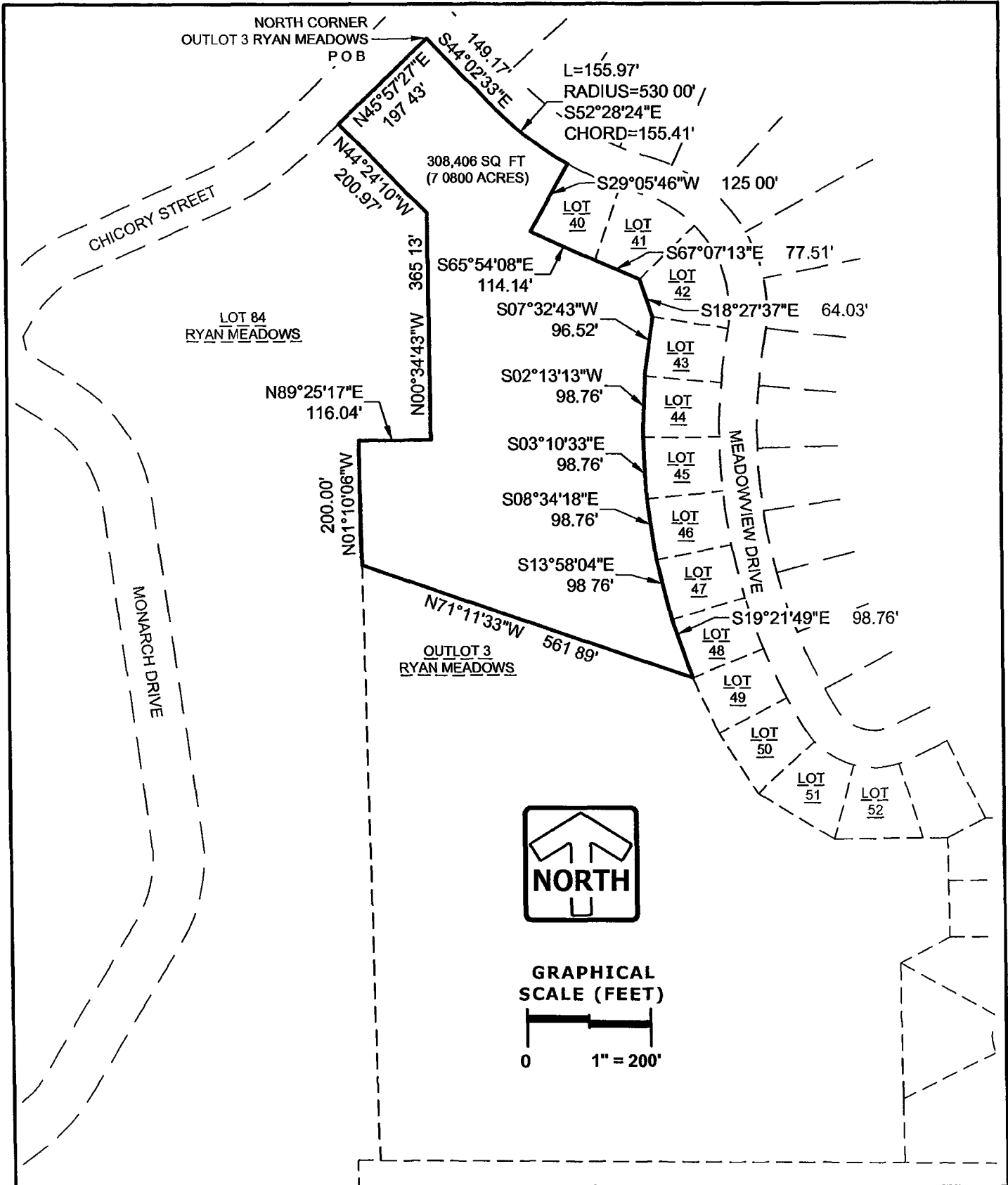
City Attorney

Exhibit A

(Description of the Property)

Being all of Lot 84 of Ryan Meadows, located in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

**EXHIBIT B
(DEPICTION OF THE EASEMENT)**



LEGAL DESCRIPTION:

Being a part of Outlot 3 of Ryan Meadows in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the north corner of said Outlot 3; thence the following courses along said Outlot 3:

South 44°02'33" East, 149.17 feet to a point of curvature; Southeasterly 155.97 feet along the arc of said curve to the left, whose radius is 530.00 feet and whose chord bears South 52°28'24" East, 155.41 feet; South 29°05'46" West, 125.00 feet; South 65°54'08" East, 114.14 feet; South 67°07'13" East, 77.51 feet; South 18°27'37" East, 64.03 feet, South 07°32'43" West, 96.52 feet; South 02°13'13" West, 98.76 feet; South 03°10'33" East, 98.76 feet; South 08°34'18" East, 98.76 feet; South 13°58'04" East, 98.76 feet; South 19°21'49" East, 98.76 feet,

Thence North 71°11'33" West, 561.89 feet to the west line of said Outlot 3; thence the following courses along said west line:

North 01°10'06" West, 200.00 feet; North 89°25'17" East, 116.04 feet; North 00°34'43" West, 365.13 feet; North 44°24'10" West, 200.97 feet to the south right of way line of Chicory Street,

Thence North 45°57'27" East along said south right of way line, 197.43 feet to the Point of Beginning.



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

04/13/2022

PLAN | DESIGN | DELIVER

PEG JOB# 809.90

Exhibit C

(Description of Easement Area)

Being a part of Lot 84 in Ryan Meadows, a subdivision recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Beginning at the northeasterly corner of said Lot 84; thence South 44°24'10" East along an easterly line of said Lot 84, 200.97 feet; thence South 00°34'43" East along said easterly line, 273.27 feet; thence North 15°44'30" West, 2.43 feet to a point of curvature; thence northwesterly 128.98 feet along the arc of said curve to the right, whose radius is 510.00 feet and whose chord bears North 08°29'48" West, 128.63 feet; thence North 01°15'06" West, 99.84 feet to a point of curvature; thence northwesterly 67.78 feet along the arc of said curve to the left whose radius is 90.00 feet and whose chord bears North 22°49'38" West, 66.19 feet; thence North 44°24'10" West, 157.54 feet to the south right of way line of Chicory Street; thence North 45°57'27" East along said south right of way line, 20.00 feet to the Point of Beginning.

Document Number

Document Title

**POND #2 ACCESS AND
MAINTENANCE EASEMENT
AGREEMENT
ON OUTLOT 3 IN RYAN
MEADOWS SUBDIVISION**

SEE ATTACHED

After recording return to

Bear Real Estate Group
4011 80th Street
Kenosha, WI 53142

See Exhibit A

Parcel Identification Number
891-1087-000

POND ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS POND ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this “Agreement”) made this ____ day of April, 2022, from **City of Franklin** (“City”), its successors and assigns to the **Ryan Meadows Owners Association, Inc.** (“Association”).

RECITALS

WHEREAS, City is the Owner of the real property legally described on the attached Exhibit A (the “**City Property**”);

WHEREAS, the Association is charged with the obligation to preserve and maintain a retention pond located on the City Property pursuant to the terms of a Storm Water Facilities Maintenance Agreement dated April 23rd, 2021 and recorded in the Office of the Milwaukee County Register of Deeds on May 5, 2021 as Document Number 11110566 (the “**Storm Water Facilities Maintenance Agreement**”); and

WHEREAS, in connection with the Maintenance Agreement, the City desires to grant certain easements to the Association, in and to a portion of the City Property legally described and depicted on the attached Exhibit B (the “**Pond #2 Easement Area**”).

WITNESSETH

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement:** City does hereby grant, bargain, sell, convey, transfer and deliver to the Association, nonexclusive maintenance and access easement in, to and over the Pond Easement Area to maintain, use and repair certain Pond and Storm Water Facilities as described in the Maintenance Agreement.
2. **Use of Easement:** City shall not construct, place, grant, allow, or maintain any structures or impediments of any kind within the Easement Area including, but not limited to, buildings, fences, gardens, and other landscaping that would inhibit access by the Association and/or members of the public, such that Association shall have the full enjoyment and use of the rights herein granted, including but not limited to, the rights to remove and to clear all structures and obstructions which might interfere with the rights herein contained and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the City to and from said Easement Area and the use of said Easement Area and other adjacent lands of the City as necessary or convenient for the full enjoyment and use of the rights herein granted. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Association’s use of the Easement Area. Subject to the above, City reserves the right to use the Easement Area for purposes that will not interfere with the Association’s full enjoyment of the Easement rights granted

in this Agreement. If City, upon reasonable notice to the Association, initiates improvements on the Property which would interfere with the use of the Easement Area, the Association agrees to pay for the relocation of the Easement Area to accommodate said improvements.

3. **Restoration and Maintenance:** Upon completion of any use of its rights under this Agreement, the Association will promptly restore the City Property to its prior condition.

4. **Notice:** The Association shall provide the City with not less than 14 days written notice prior to accessing the City Property for any scheduled maintenance within the Easement Area.

5. **Indemnification:** To the fullest extent permitted by law, Association shall indemnify and hold harmless City and its officers, directors, partners, and employees from and against costs, losses, and damages caused solely by the negligent acts or omissions of Association or Association's officers, directors, partners, employees, agents, and consultants in the performance activities called for under the Restoration provision of Paragraph 2 above. However, nothing contained within this Agreement is intended to be a waiver or estoppel of the Association or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Association 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.

6. **Authority:** The City, for itself and for its successors and assigns, does hereby covenant with the Association, its successors and assigns forever, that City is lawfully seized and possessed of the real estate above described, and that City has good and lawful right to convey it or any part thereof.

7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.

8. **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

9. **Enforcement:** Enforcement of this Agreement may be proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to prevent a violation or to obtain any other relief. Should a party enforcing this Agreement by appropriate action prevail in litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

10. **Entire Agreement; Amendment:** This Agreement contains the entire agreement between the parties relating to the rights granted and obligations assumed. Any modifications to this Agreement must be in writing and signed by both parties.

11. **Termination:** This Agreement may be terminated only by a written agreement signed by all owners of record and other successors to the respective interests of City and Association. Association, its successors, and assigns may execute and record a release of this Agreement at any time. This Agreement shall also terminate if the purposes of the Agreement cease to exist, are abandoned by Association, or become impossible to perform.

12. **Governing Law:** This Agreement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.

13. **Covenants Run with Land:** All of the terms and conditions in this Agreement, including the benefits and burden, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the City and the Association and their respective successors and assigns. City shall cooperate with Association in recording any instrument deemed necessary by Association to address the provisions of Wis. Stat. § 893.33(6).

[signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the day and year first above written.

City of Franklin

Attest:

By: _____
Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally, came before me this _____ day of _____, 2022, the above-named Stephen R. Olson and Sandra L. Wesolowski, Mayor and City Clerk of the City of Franklin respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Notary Public, Milwaukee County, Wisconsin
My commission (expires) (is) _____.

[signatures continue on following page]

Ryan Meadows Owners Association, Inc.

By: _____
Stephen R. Mills, President

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, the above-named Stephen R. Mills, the President of Ryan Meadows Owners Association, Inc., who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained on behalf of Ryan Meadows Owners Association, Inc.

[seal]

Printed Name: _____
Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:
John E. Hotvedt, Vice President – General Counsel
Bear Real Estate Group

EXHIBIT A

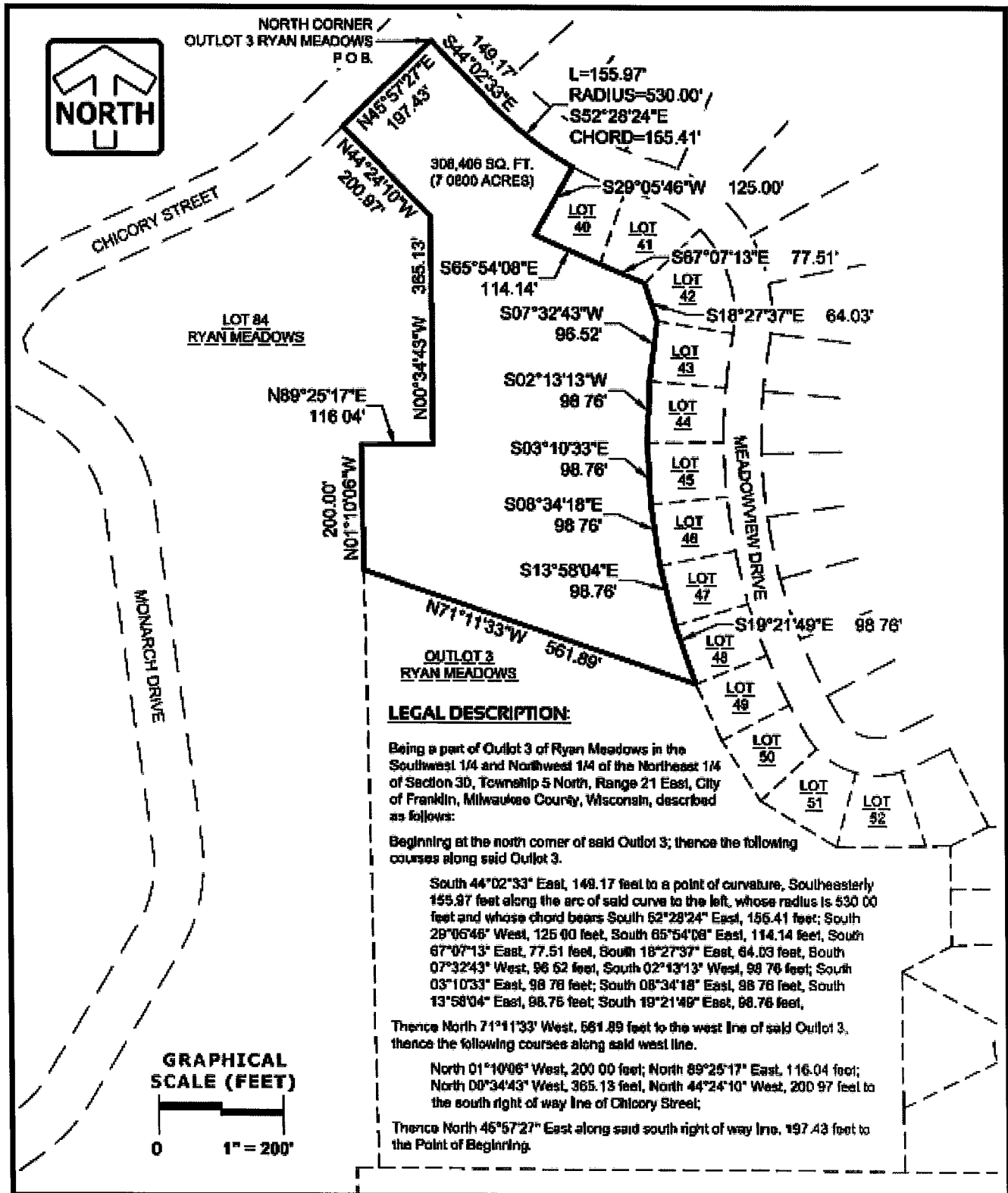
Legal Description of City Property

Outlot 3, Ryan Meadows, according to the recorded plat thereof, recorded on March 20, 2020 as Document No. 10962414 in the Office of the Register of Deeds for Milwaukee, County, Wisconsin. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin.

Parcel Identification Number:
891-1087-000

EXHIBIT B

Pond Easement Area



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

04/13/2022

PLAN | DESIGN | DELIVER

PEG JOB#80990

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	RESOLUTION FOR WE ENERGIES TO RELOCATE ELECTRIC FACILITIES IN THE VICINITY OF S. HICKORY STREET FOR \$92,666.25	ITEM NO. G.18.

BACKGROUND

On April 19, 2022, Common Council awarded a contract for the Franklin Corporate Park – South Hickory Street Improvements to Buteyn-Peterson Construction Co. As the design was fast paced, many processes were occurring simultaneously to achieve substantial completion this fall. Recently, WE Energies provided a cost to relocated some of their electric facilities.

ANALYSIS

Although the magnitude of this expense was unexpected, it is justified per their tariff and applicable State Statutes. This relocation work needs to be completed for Buteyn-Peterson to construct S. Hickory Street.

OPTIONS

This must be approved or it will conflict with the efforts to construct S. Hickory Street as designed.

FISCAL NOTE

The Tax Increment District (TID) 8 budget and borrowing which was already executed for the construction of this road was \$3.5 million. There is another Council Action for contract with PSI. Considering a 10% construction contingency, the project will be approximately \$200,000 under budget.

\$257,750.00	R&M Amendment 4- Hickory Road design work (Nov 16, 2021)
\$28,100.00	R&M Amendment 5- Oakwood median design work (Dec 21, 2021)
\$2,993,327.00	Buteyn-Peterson construction project (April 19, 2022)
\$300,000.00	10% construction contingency
\$444,550.00	R&M Amendment 6 for full time inspection services (April 19, 2022)
\$(874,232.70)	Reimbursement from MMSD Green funds (May 3, 2022)
\$46,110.00	PSI Contract for materials testing (June 7, 2022)
\$92,666.25	WE Energies Relocation Work (June 7, 2022)
<u>\$3,288,270.55</u>	Current total for Hickory Street (40-0331)

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022 - _____, a resolution to authorize Staff to direct WE Energies to relocate electric facilities in the vicinity of S. Hickory Street for \$92,666.25.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION FOR WE ENERGIES TO RELOCATE ELECTRIC FACILITIES
IN THE VICINITY OF S. HICKORY STREET FOR \$92,666.25

WHEREAS, the City of Franklin is constructing a new street in the Franklin Corporate Park known as S. Hickory Street to serve the area included in Tax Increment District (TID) 8; and

WHEREAS, WE Energies has existing electrical facilities that must be relocated to accommodate construction; and

WHEREAS, these relocation expenses are allowable under WE Energies' tariff and applicable Wisconsin State Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to have Staff direct WE Energies to relocate their electric facilities as required to accommodate construction of the S. Hickory Street project in the amount of \$92,666.25.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

We Energies
WAOC
500 S 116th St
West Allis, WI 53214-1000
www we-energies.com



May 25, 2022

City of Franklin
ATTN: Glen Morrow
9229 W Loomis Road
Franklin, WI 53132

Subject: Franklin Corporate Park/Proposed S Hickory St, WR4763325

Dear Glen Morrow,

Thank you for informing us of your upcoming project to construct S Hickory St. We will need to relocate our electric facilities to accommodate your proposed plans.

Cost to relocate our compensable electric facilities:	<u>\$92,666.25</u>
Total amount due:	\$92,666.25

Your payment of **\$92,666.25** is requested prior to us starting construction on the relocation work necessary to make your project successful.

This work is chargeable to the requestor because these facilities are being relocated to accommodate private development. The Public Service Commission of Wisconsin requires this in order to keep all customers from subsidizing this type of project.

Please return this signed invoice along with your payment to:

We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

(Note: also add WR 4763325 to the Memo line of your check)

If you have questions, please call me at 414-944-5926. I look forward to working with you to make your project a success.

Sincerely,

A handwritten signature in cursive script that reads 'Shaylyn Connelly'.

Shaylyn Connelly
We Energies Projects Supervisor – Major Projects

Accepted by: _____

Title: _____ Date: _____

cc: Nicole Smullen, Project Manager

ELECTRIC WORK REQUEST

4763325



C T V FRANKLIN
 CUST/PROJ NAME: FRANKLIN CORPORATE PARK
 PROJECT LOCATION: SOUTH HICKORY STREET

PREPARED BY: JACOB SCHOENUNG
 E-MAIL: JACOB.SCHOENUNG@WE-ENERGIES.COM
 OFFICE #: 262-384-6738 CELL #: 414-416-3365
 PROJECT ID: SOP0120 IO #: 76594
 OPERATING MAPS: 4212-7448-04
 EXISTING FEEDER: Z17871, Z17872, Z17885 - ROOT RIVER SS
 PROPOSED FEEDER: Z17871, Z17872, Z17885 - ROOT RIVER SS
 T-R-S - XC: 05N-21E-38NE CGS#:

TYPE OF WORK: CONVERSION kV to kV
 CABLE REPLACEMENT FEEDER CUT
 PAVING RELOCATION REBUILD
 OTHER

STAKING REQUIREMENTS
 SURVEYOR STAKED NOT NEEDED YES NO
 DESIGNER NOT NEEDED YES NO

RESTORE PRIVATE PROPERTY.
 YES NO

1 PHASE OH FOOTAGE: 40' 3 PHASE OH FOOTAGE: NA
 1 PHASE DB FOOTAGE: 1 3 PHASE DB FOOTAGE: 493
 MUG CONDUIT FOOTAGE: NA MUG CABLE FOOTAGE: NA
 # OF POLE INSTALLATION REPLACEMENTS: 1
 # OF URD EQUIPMENT INSTALLATION/REPLACEMENTS: 2

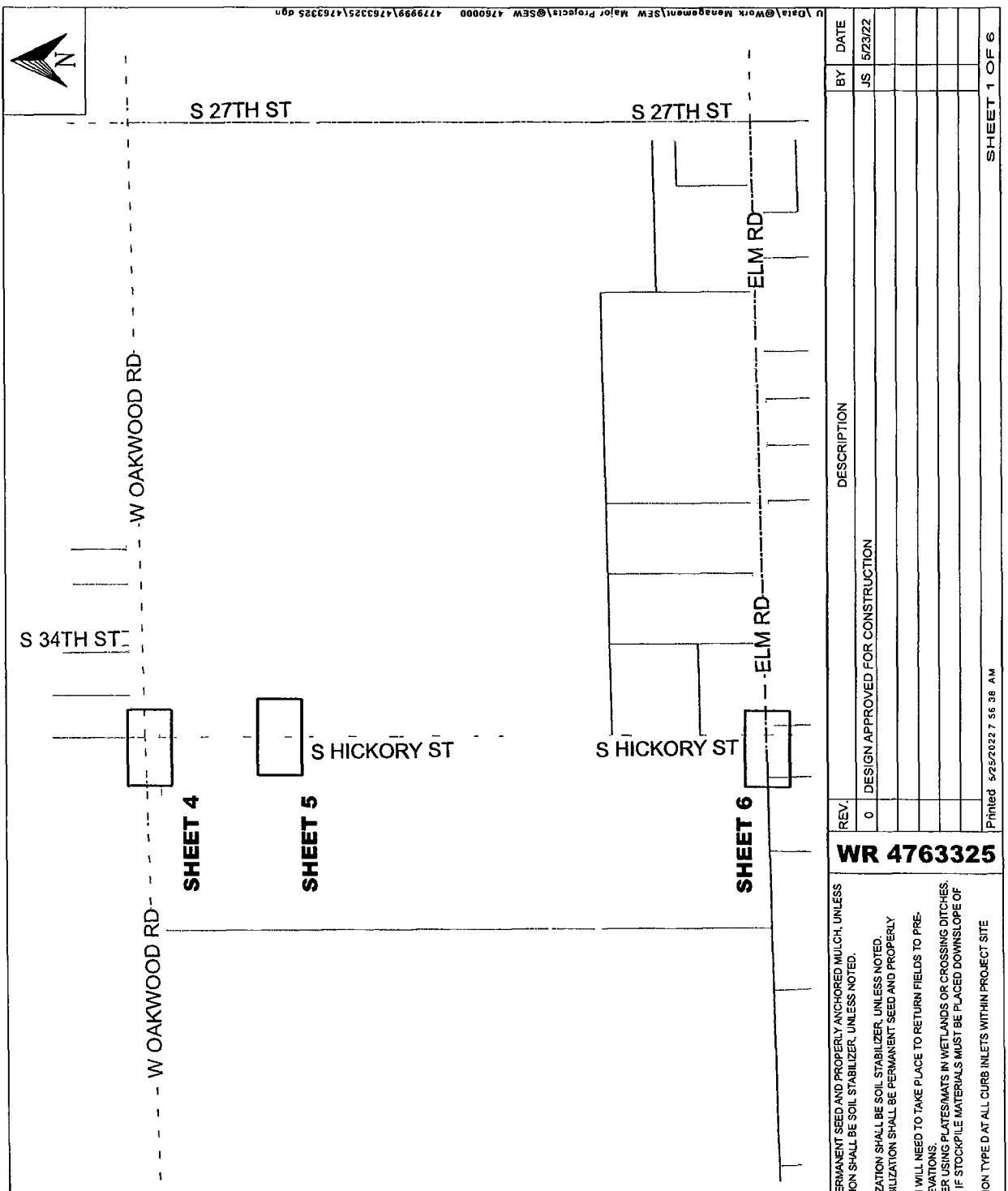
JU COMPANY AT&T
 PROJECT #: TBD
 CONSTRUCTION CONTACT: TBD
 PHONE #: CELL #
 EMAIL:

JU COMPANY CHARTER
 PROJECT #: TBD
 CONSTRUCTION CONTACT: TBD
 PHONE #: CELL #
 EMAIL:

RAILROAD PERMITTING/FLAGGING REQUIRED YES NO
 RR NAME

THIS IS A JUMPP PROJECT THIS IS NOT A JUMPP PROJECT
 ROW TO OBTAIN EASEMENT / ADD EASEMENT SURVEYOR
 TO STAKE CL AND MARK WIDTH OF EASEMENT ON STAKE.
 ROW TO CONTACT CST/DESIGNER FOR EASEMENT REQ'S.
 NO NEW EASEMENTS REQUIRED

EROSION CONTROL NOTES
 IF DISTURBANCE OCCURS IN SUMMER, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. IF DISTURBANCE OCCURS IN WINTER, TEMPORARY STABILIZATION SHALL BE SOIL STABILIZER, UNLESS NOTED.
 FINAL STABILIZATION IS REQUIRED IN SPRING.
 IF DISTURBANCE OCCURS WITHIN THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.
 IF DISTURBANCE OCCURS IN AGRICULTURAL FIELDS, SOIL SEGREGATION WILL NEED TO TAKE PLACE TO RETURN FIELDS TO PRE-CONSTRUCTION SOIL STRATIFICATION AND TO PRE-CONSTRUCTION ELEVATIONS.
 DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATESMATS IN WETLANDS OR CROSSING DITCHES.
 STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES
 PROJECT SPECIFIC EROSION CONTROL NOTES INSTALL INLET PROTECTION TYPE D AT ALL CURB INLETS WITHIN PROJECT SITE



WR 4763325

REV.	DESCRIPTION	BY	DATE
0	DESIGN APPROVED FOR CONSTRUCTION	JS	5/23/22

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SHEET 1 OF 6

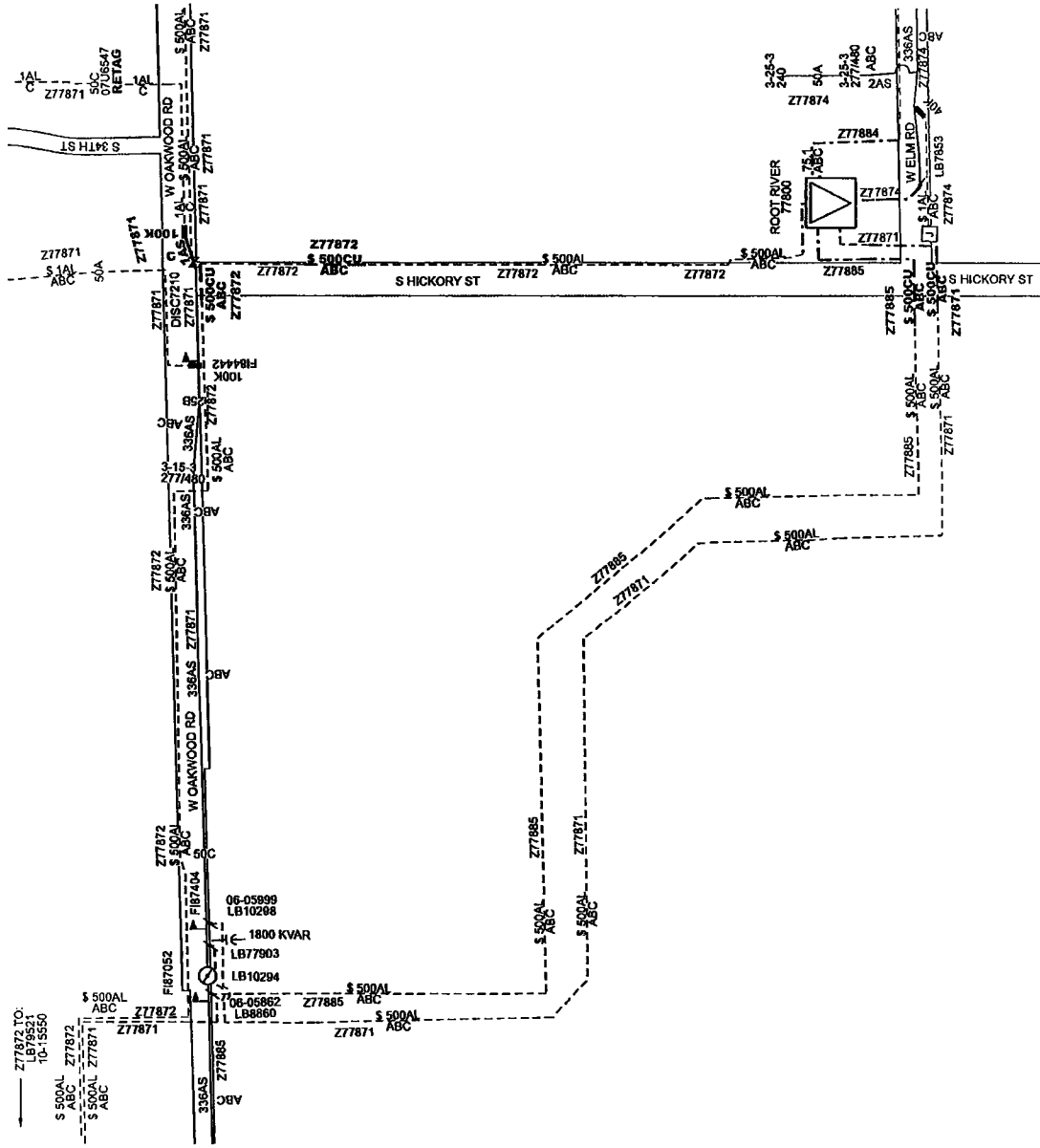
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ELECTRIC WORK REQUEST

4763325

PROPOSED FEEDER Z77871, Z77872, Z77885 - ROOT RIVER SS

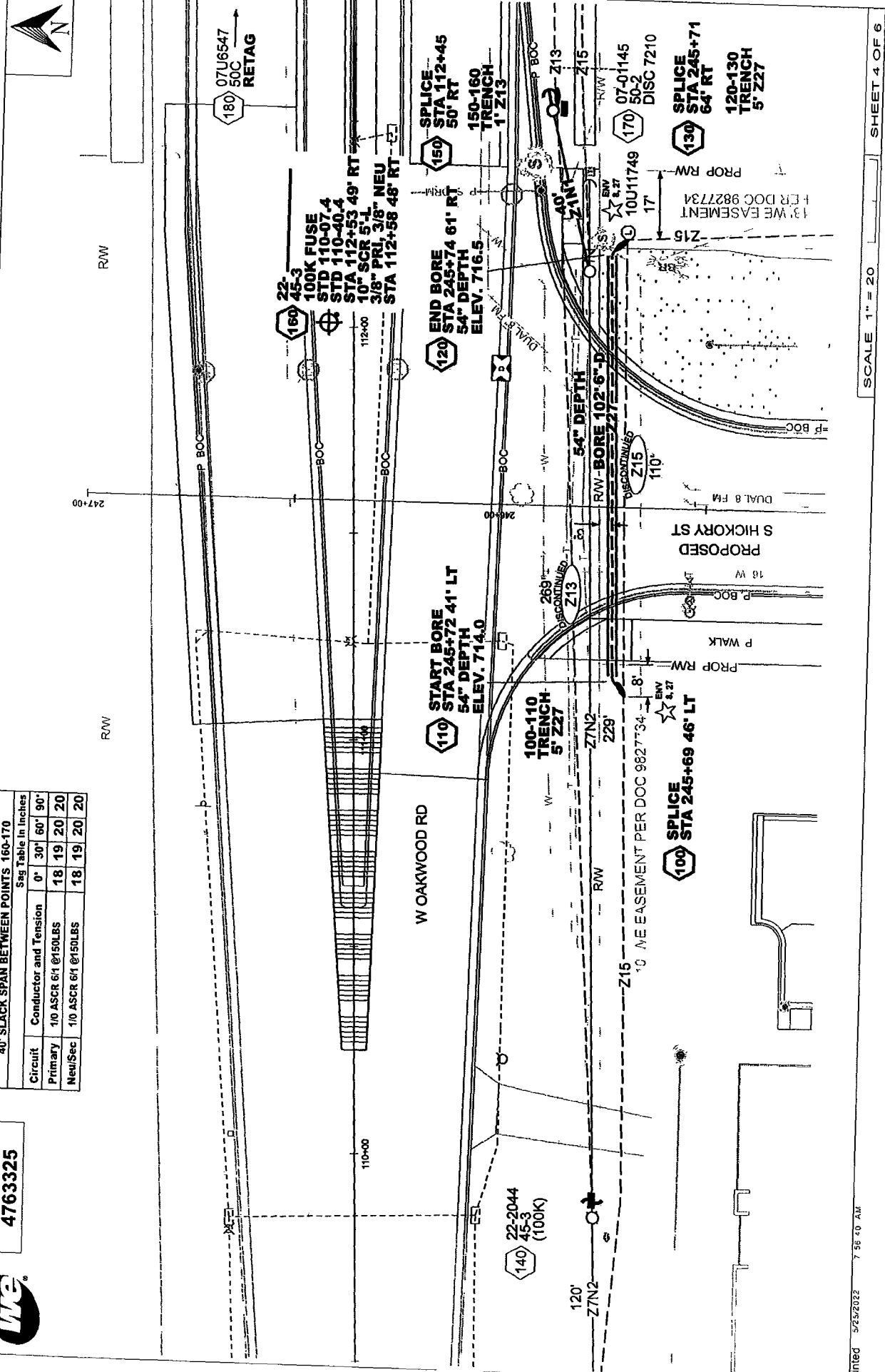




ELECTRIC WORK REQUEST

4763325

40' SLACK SPAN BETWEEN POINTS 160-170					
Circuit	Sag Table in inches				
	0'	30'	60'	90'	
Primary	1/0 ASCR 6/1 @150LBS	18	19	20	20
Neu/Sec	1/0 ASCR 6/1 @150LBS	18	19	20	20



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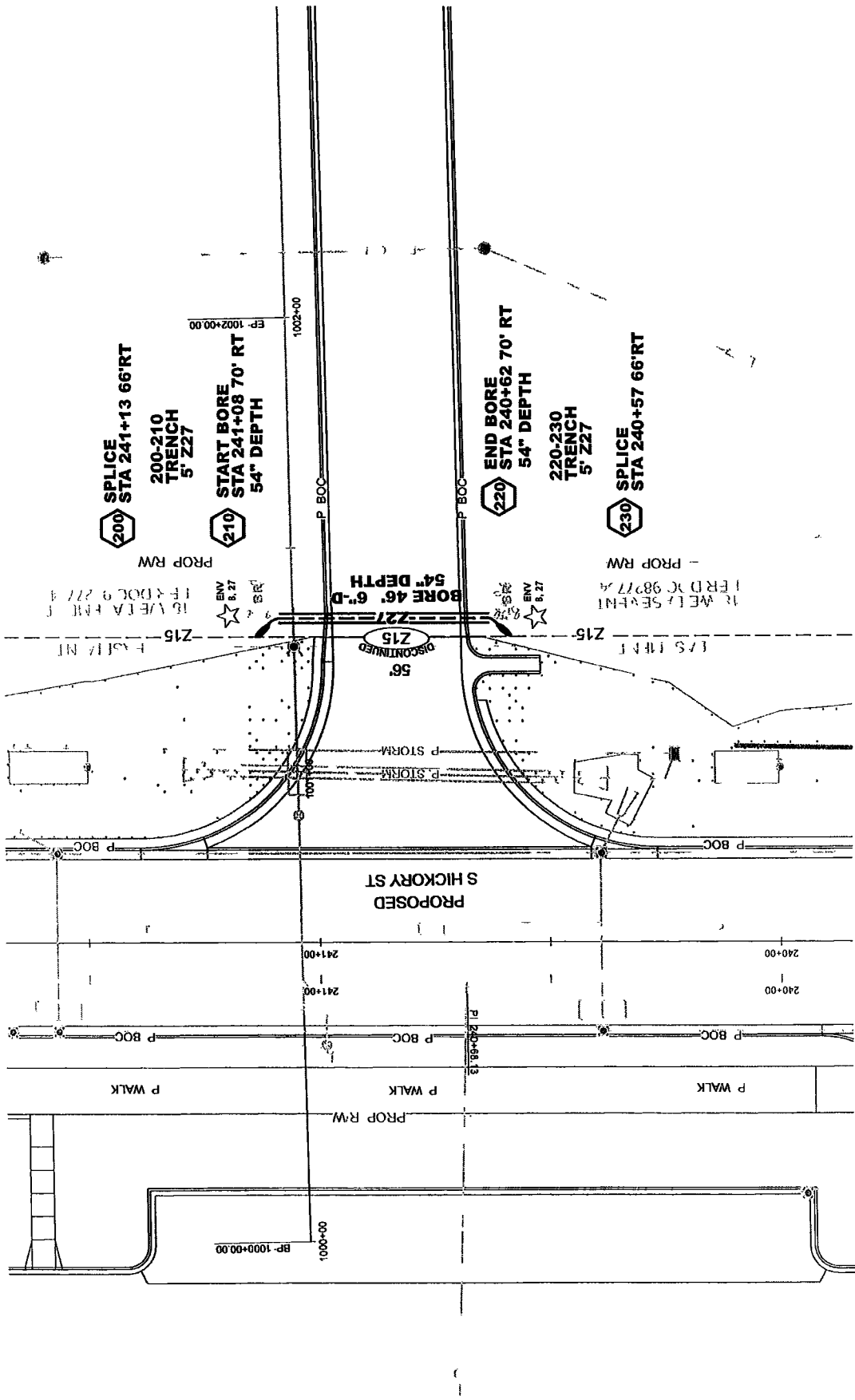
SCALE 1" = 20'

SHEET 4 OF 6



ELECTRIC WORK REQUEST

4763325



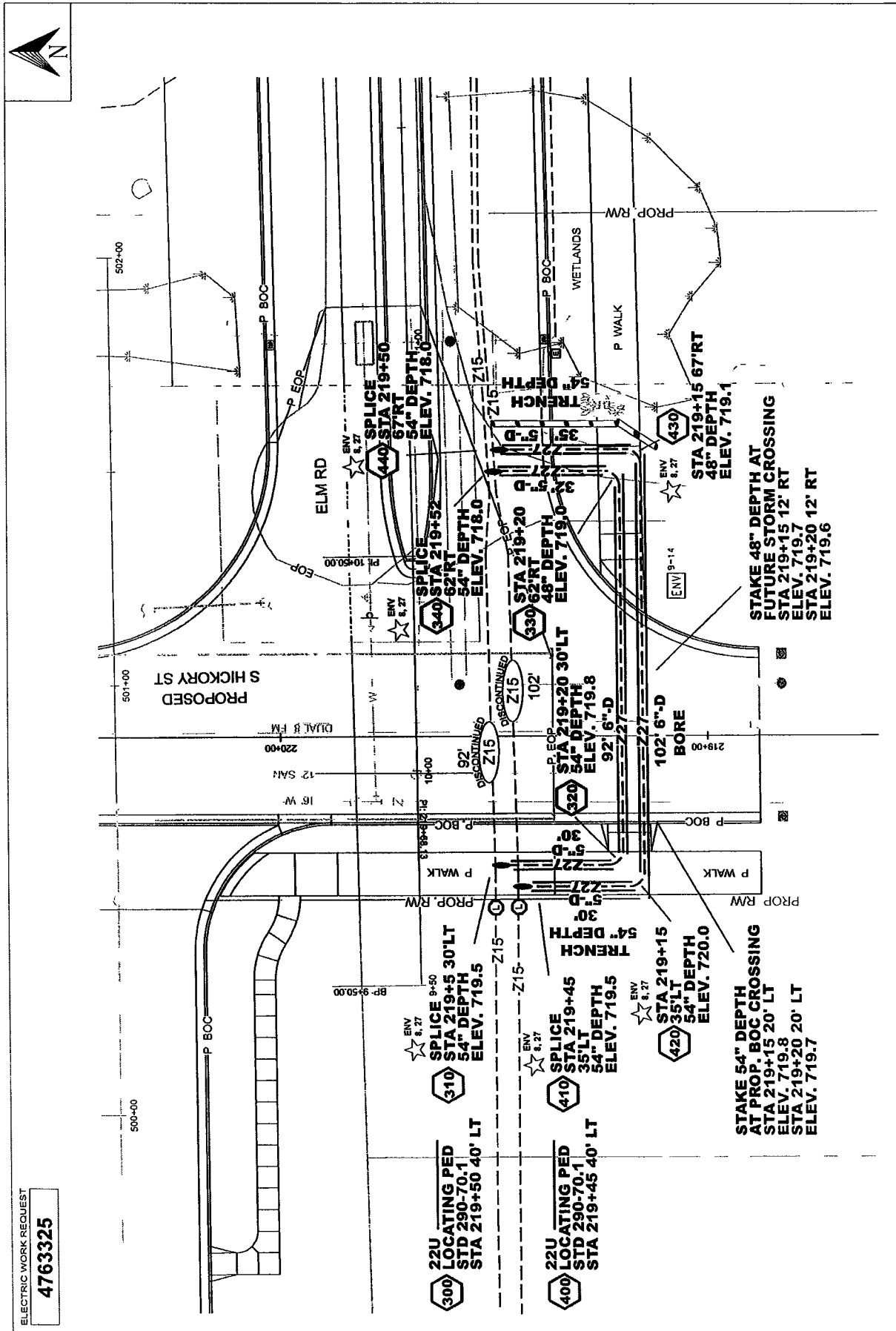
SCALE 1" = 20'

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SHEET 5 OF 6

ELECTRIC WORK REQUEST

4763325



SCALE 1" = 20'

SHEET 6 OF 6

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WE ENERGIES - ELECTRIC OPERATIONS		STANDARD WIRE KEY		NEUTRAL		SECONDARY - 1 PHASE		SECONDARY - 3 PHASE	
CLEARANCE NOTES.		OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z		N 1-#2 ACSR		S 6DX		\$ 1/0 TXF	
-LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.		Z 1 #2 ACSR		N1 1-#10 ACSR		S1 4 TX		\$1 4/0 TXF	
-MAINTAIN 2' MIN CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.		Z1 1 #10 ACSR		N2 1-#30 ACSR		S2 2 TX		\$2 3/6 TXF	
-THIS APPLIES TO GAS AND WATER MAINS.		Z2 3 #2 ACSR		N3 1-#40 AL		S3 3/0 TXR		\$3 3/0 TX	
-MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.		Z3 3 #10 ACSR		N4 1-#336 ACSR		S4 3/0 TXR		\$4 350 TX	
-MAINTAIN 5' MIN. HORIZONTAL DIST BETWEEN CONDUIT AND SEWER.		Z4 3 #10 ACSR		N5 REMOVAL		S5 350 TXR		\$5 750 TX	
-MAINTAIN 3' MIN. HORIZONTAL DIST BETWEEN CONDUIT AND WATER MAINS.		Z5 3 #30 ACSR		GLUING		S6 750 TXR		\$6 1/0 QXF	
NOTE CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD 281-02.		Z6 3 #336 ACSR		G 1/4" ARM GUY		S7 1/0 TXF		\$7 3/0 QXF	
		Z7 3 #500 AL 15KV		G1 5/16" ARM GUY		S8 4/0 TXF		\$8 350 QXR	
		Z8 3 #10 AL 35KV		G2 3/8" ARM GUY		S9 750 TXR		\$9 750 QXR	
		Z9 1 WIRE REMOVAL		G3 5/16" POLE GUY		S10 750 TXF		\$10 3 WIRE REMOVAL	
		Z10 2 WIRE REMOVAL		G4 3/8" POLE GUY		S11 3 WIRE MAIN		\$11 3/0 QXR	
		Z11 3 WIRE REMOVAL		G5 7/16" POLE GUY		S12 3 WIRE MAIN		\$12 4 WIRE REMOVAL	
		Z12 3 WIRE REMOVAL		ON SKETCH		S15 1/0TX C/C			

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

General

- If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

Erosion Control

- If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
- Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (<http://dnr.wi.gov/topsoilwater/standardsconts>). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
- Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events, repair as necessary.
- When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed whenever possible. Erosion mat shall be used temporarily only where appropriate in accordance with state standards, and when approved by the Operations Supervisor.

Contaminated Soils

- Whenever soil exhibiting obvious signs of contamination (e.g. discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety and contact the Operations Supervisor or Inspector.

Spills

- If an oil spill occurs during construction call the Environmental Incident Response Team (EIRT) at 414-430-3478
 - Any quantity of oil is spilled into surface water
 - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land
 - Any oil spill containing greater than 500 ppm PCB.
 - Five gallons or more of oil spilled to the ground;
 - Any oil spill involving a police department, fire department, DNR, or concerned property owner

Notes 8 through 27 apply as noted at specific points within each work request:

Dewatering

- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin a combination of both or equivalent.

Wetlands

- As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
- All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
- If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
- Excavated soils cannot be stockpiled in wetlands.

13. All excess spoils shall be removed from wetlands and placed in a suitable upland location.

14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification and restoration to pre-construction elevations.

15. Poles scheduled to be removed and that occur within wetland shall be cut at the ground surface

Waterways

- No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
- No crossing of navigable waterways with equipment can occur. Foot traffic is allowed
- Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

Threatened and Endangered Species

- Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided
- In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
- Exclusion fencing must be installed at the work area prior to March 15
- A qualified biologist must be present when conducting work at this location

Invasive Species

- State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry, Transportation and Utility Rights-of-Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

Cultural and Historical Resources, cont.

- The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction
- If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
- A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

Frac-out Contingency Plan

- A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components
 - Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately
 - Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur
 - A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.

EROSION CONTROL LEGEND

SYMBOL	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION	INLET PROTECTION, TYPE
	4, 27	
		12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION BEL
		STONE DITCH CHECK
		ROCK BAG
		MULCH
		SOIL STABILIZER, TYPE B
		EROSION MAT CLASS I, TYPE A
		EROSION MAT CLASS I, TYPE B
		EROSION MAT CLASS I, TYPE A URBAN
		EROSION MAT CLASS I, TYPE B URBAN
		EROSION MAT CLASS II
		EROSION MAT CLASS III
		VEGETATIVE BUFFER
		TRACKING PAD
		TIMBER MAT
		SILT FENCE
		APPROXIMATE DEWATERING BASIN LOCATION
		SURFACE WATER FLOW



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	RESOLUTION TO AWARD CONTRACT FOR CONSTRUCTION MATERIALS TESTING SERVICES ON THE FRANKLIN CORPORATE PARK – SOUTH HICKORY STREET IMPROVEMENTS TO PROFESSIONAL SERVICES INDUSTRIES, INC. IN THE AMOUNT OF \$46,110	ITEM NO. G.19.

BACKGROUND

On April 19, 2022, Common Council awarded a contract for the Franklin Corporate Park – South Hickory Street Improvements to Buteyn-Peterson Construction Co. The project budget included for construction materials testing.

ANALYSIS

Professional Services Industries, Inc. (PSI), and Terracon are qualified firms that were solicited to test the soils, asphalt, and concrete on the road project. Ruckert & Mielke assisted in the solicitation and evaluation of the two firms. Of the two firms that responded, PSI had the most cost-effective proposal. The proposal is a unit price proposal and actual work will be dependent on Buteyn-Peterson’s schedule and progress.

OPTIONS

Approve or deny the agreement.

FISCAL NOTE

The Tax Increment District (TID) 8 budget and borrowing which was already executed for the construction of this road was \$3.5 million. There is another Council Action for an unexpected WE Energies relocation charge. Considering a 10% construction contingency, the project will be approximately \$200,000 under budget.

\$257,750.00	R&M Amendment 4- Hickory Road design work (Nov 16, 2021)
\$28,100.00	R&M Amendment 5- Oakwood median design work (Dec 21, 2021)
\$2,993,327.00	Buteyn-Peterson construction project (April 19, 2022)
\$300,000.00	10% construction contingency
\$444,550.00	R&M Amendment 6 for full time inspection services (April 19, 2022)
\$(874,232.70)	Reimbursement from MMSD Green funds (May 3, 2022)
\$46,110.00	PSI Contract for materials testing (June 7, 2022)
\$92,666.25	WE Energies Relocation Work (June 7, 2022)
<u>\$3,288,270.55</u>	Current total for Hickory Street (40-0331)

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022 - _____, a resolution to award contract for construction materials testing services on the Franklin Corporate Park – South Hickory Street Improvements to Professional Services Industries, Inc. in the amount of \$46,110.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION TO AWARD CONTRACT FOR
CONSTRUCTION MATERIALS TESTING SERVICES ON THE
FRANKLIN CORPORATE PARK – SOUTH HICKORY STREET IMPROVEMENTS TO
PROFESSIONAL SERVICES INDUSTRIES, INC. IN THE AMOUNT OF \$46,110

WHEREAS, the City of Franklin is constructing a new street in the Franklin Corporate Park known as S. Hickory Street to serve the area included in Tax Increment District (TID) 8; and

WHEREAS, Professional Services Industries, Inc. (PSI) is a qualified construction material testing firm with experience working on similar road projects; and

WHEREAS, it is in the best interest of the City as recommended by the City’s Staff to award an hourly contract in the amount of \$46,110 to PSI.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the contract for construction testing materials services on the Franklin Corporate Park – South Hickory Street Improvements to Professional Services Industries, Inc. in the amount of \$46,110.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Professional Services Industries, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT

[Version April 21, 2022- Highlighted text is instructional and will be removed in the final version. We will copy your text and place in our version to ensure all other text is un-modified]

This AGREEMENT, made and entered into this ___ day of _____, *[City will fill in date]* between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Professional Service Industries, Inc. *[need legal name with LLC, Corporation, etc.]* (hereinafter "CONTRACTOR"), whose principal place of business is 821 Corporate Court, Waukesha, WI 53189 *[physical address, not necessarily mailing address]*

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide _____; construction materials testing services; *[one to specifically describe your project- ie alignment modification XYZ Road from A Street to B Lane. this should match the title in your proposal]*

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for _____, construction materials testing services, *[describe the types of general services to provide- ie survey, design, and bidding services]* as described in CONTRACTOR's proposal to CLIENT dated _____, April 12, 2022, *[include a proposal letter with your scope of services with fee. The Re: on the first page should match the title provided above in the Witnesseth section. Do not include your terms and conditions and signature lines for acceptance of the proposal. At the top of the first page in bold letters, it needs to be labeled "ATTACHMENT A"]*

- A. annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR 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 CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR 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.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] ~~[with a not to exceed budget of \$_____]~~, ***[keep the appropriate clauses and remove brackets, edit if lump sum, unit price, or other method of charging]*** subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$_____ \$46,110. ***[this will be the purchase order amount that we will enter]*** 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 CONTRACTOR 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 work performed or reported, it will notify 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 CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer *[City employee to direct your work- Modify if appropriate]* will coordinate the work of the CONTRACTOR, 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 CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, _____ Nicole Carlson *[Add your PM name that we will give direction to and coordinate your work]* CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR 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, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and 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.

VI. INSURANCE

The CONTRACTOR 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: *[discuss with Glen if insurance limits for your project are not applicable. Written explanation in email will be the most expedient method to get your deviations approved. prior to City signing, you need to provide a certificate of insurance, and it will be scrutinized to ensure that limits are at or above what is listed below and it lists "the City of Franklin as an additional insured" as required]*

A. General/Commercial Liability <i>(Must have General/Commercial)</i>	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability <i>(Must have auto liability)</i>	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability <i>(If applicable)</i>	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 \$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability <i>(Must have workers compensation)</i>	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions) <i>(If applicable)</i>	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT 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 CLIENT 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

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____ as scheduled by the contractors *[Unless otherwise applicable, set date to day after the meeting where approval is expected.]*

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

CONTRACTOR 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 CONTRACTOR to CLIENT 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 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.
- C. Conflict of Interest. 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. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR 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.

[when we send you a .pdf, you will sign this first and it is presented to common council for approval. City always provides signatures last.]

CITY OF FRANKLIN, WISCONSIN
Industries, Inc. *[Legal name of your company]*

Professional Service

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson

PRINT NAME: _____Nicole Carlson

TITLE: Mayor

TITLE: _____Principal Consultant

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



Proposal Number: 371008
April 12, 2022

Professional Service Industries, Inc.
821 Corporate Court, Waukesha, WI 53189
Phone: (262) 521-2125
Fax: (262) 521-2471

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

Re: Proposal for Providing Construction Materials Testing
Proposed South Hickory Street Pavement Improvements
South Hickory Street – Oakwood Road to County Line Road
Franklin, Wisconsin

Dear Mr. Morrow:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to present this proposal for providing construction materials testing services associated with the proposed South Hickory Street roadway construction project located in Franklin, Wisconsin. We have prepared this proposal based on the project plans and specifications, prepared by Ruckert-Mielke, dated March 30, 2022, and an email from Mr. Peterson with Ruckert-Mielke with a requested scope of work, received April 8, 2022.

A detailed project construction schedule and a geotechnical report have not been provided at the time of this proposal. Therefore, certain assumptions have been made concerning the scope of work and testing requirements and these assumptions are discussed in this proposal. If these assumptions are incorrect, we must be notified as the preliminary budget information contained herein will need to be modified. In this regard, **PSI would be pleased to meet with you when the plans, specifications and project schedule are more complete, to discuss the required testing scope and revise our budget as needed.**

PROJECT UNDERSTANDING

PSI understands that this project includes the construction of 2,700 linear feet of roadway for the planned South Hickory Street, extending from Oakwood Road to the south to about County Line Road. Site development will require cuts of up to 10± feet and fills of up to 12± feet. Site development will also include demolition of several residential structures and the removal of some wetlands within the planned pavement alignment. The planned roadway will consist of 6 inches of asphalt over 10 inches of aggregate base. An asphalt walking path is planned along the west side of the planned roadway, and drainage ditches/storm water bioretention basins are planned along the east side of the planned roadway.

Based on the requested scope of work, PSI understands that the site grading will occur over a period of 3 months. As requested, PSI has provided two scope of work options. Option 1 includes 8-hour workdays, 5 days per week (Monday through Friday), over a 12-week period. Option 2 includes 10-hour workdays, 5 days per week (Monday through Friday) and 8 hours on Saturday, over a 12-week period.





The project team wishes to retain a qualified and experienced engineering consultant to perform on-site inspection and testing services during construction. PSI is interested in performing this work and has the experience, resources and qualifications to provide the full range of services required on this project.

SCOPE OF WORK

Based on a review of the information provided and PSI's experience on similar projects, it is anticipated that subgrade preparation and fill placement observations and fill and base stone compaction testing services will be required. The following summarizes PSI's approach to address the construction materials testing on the project. It is understood the testing services will be provided on an on-call basis as scheduled by our clients representative.

Foundations and Earthwork

- Provide initial classification and analysis of proposed fill, backfill and base materials.
- Perform moisture-density relationship testing in accordance with ASTM D1557 (modified proctor) to determine the Proctor maximum dry density and optimum moisture content.
- Observe site stripping to document that organic soils and unsuitable fills materials are removed.
- Observe proofrolling to document that exposed subgrades are suitable for placement of new fill or subbase materials.
- Document in-place density of compacted fill soils in accordance with ASTM D6938 at the frequencies described in the project documents.
- Observe the pavement subgrade soils and evaluate by proofrolling operations to document the subgrade is acceptable for pavement construction.
- Obtain samples of proposed granular base course for gradation analysis and proctor testing.
- Document in-place density of compacted granular base in accordance with ASTM D6938 at the frequencies described in the project documents.
- Based on the information provided, the site grading phase on the project will take place over a three-month period.

Laboratory Testing

Test samples will be collected in the field by PSI's on-site staff and delivered to our laboratory as required. PSI Laboratory personnel will log all samples in a project sample logbook, noting the date results are required. PSI's project manager will coordinate testing procedures and delivery of laboratory reports to the field personnel.

ALTERNATE SCOPES OF WORK

At this time, PSI understands that utility backfill, concrete and asphalt testing is not required, however, PSI will remain available to provided these services, as needed.



Concrete

- Observe reinforcing steel placement for compliance with project drawings.
- Perform and document slump testing in accordance with ASTM C143 at the point of discharge for each set of cylinders taken.
- Perform and document air content testing in accordance with ASTM C231 for regular weight concrete and ASTM C172 for light weight concrete for each set of cylinders taken.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders in accordance with project specifications.
- Transport laboratory cured cylinders to our facilities to be placed in our moist curing room within 24 to 48 hours of casting.
- Perform compressive strength testing of concrete cylinder samples in accordance with ASTM C39.
- If the results of the 7-day cylinders are less than 70% of the design strength or if any 28-day test results do not meet the design strength, the project team will be notified immediately.

Asphaltic Pavement

- Document in-place density of compacted asphalt in accordance with ASTM D2950 at the frequencies described in the project documents.
- If directed obtain 1 sample of each HMA mixture during placement for laboratory analysis of asphalt extraction and gradation and maximum theoretical specific gravity.
- If directed, asphalt cores will also be obtained to document the minimum section thickness specified.

METHOD OF PERFORMANCE

PSI has the experience, resources, and qualifications to provide the full range of services required for this project. PSI will provide experienced technicians and/or engineers whose principal duty will be to document through testing and visual observations, whether the quality of the construction materials tested are in conformance with the project's construction documents, within the limits of our authorized scope of services. These individuals will be trained in the aspects of the field testing they perform and will have proven their testing capabilities on previous projects.

A Project Manager/Engineer will be assigned to the project to provide engineering review, management, and consultation services as required during the project. The responsibility of the Project Engineer is to ensure the quality and integrity of our field and lab services and provide assistance as required. The initial project set-up and staffing will be the responsibility of our Department Manager, a registered professional engineer. Technical Consultants will also be available for the project to provide consultation and engineering as required during the project. These consultants will be of a senior engineering level with twenty (20) years or more of proven experience in their respected fields.

Results of the field tests will be verbally issued to the contractor at the site upon completion of the tests. Handwritten draft copies of our daily report can be provided at the jobsite, if required. Final reports are usually submitted weekly; however, this can be adjusted to accommodate your project needs. We understand our services will generally be provided on an as-requested (on-call) basis with scheduling by the contractor or client/owner's representative.



We would request the contact name and phone number of the responsible person(s) assigned to schedule these services, and that these services are scheduled at least 24 hours in advance. We would also request that notification of our initial services, as well as copies of the plans and specifications, be provided with five (5) days' notice to proceed to allow for proper planning for this project.

REPORT DISTRIBUTION

PSI utilizes Construction Hive™ as an electronic report distribution platform to provide a better experience to clients. The Construction Hive™ system has powerful report viewing, retrieval and searching capabilities that allow designated users to find information in an efficient and environmental-friendly manner.

Upon project set-up, Construction Hive™ will electronically notify designated users when new reports are posted so they can view, download and forward relevant PSI test reports. In short, Construction Hive™ provides instantaneous access to reports from any internet web browser. Designated users can specify how often they receive reports, can establish notification alerts, download reports, and forward reports from Construction Hive™.

Document	Test	Closed	User	Date	Download
ES015151E.S3	Concrete Field Report		POTATATONN HOTEL TO...	3/8/2013	3/4/2013
ES0205183E.S3.1	Daily Field Report		POTATATONN HOTEL TO...	3/28/13	3/28/13
ES0305183E.S2.S3	Concrete Test Report (AST)		POTATATONN HOTEL TO...	3/28/2013	4/2/2013
ES0405183E.S1.E1	Concrete Test Report (AST)		POTATATONN HOTEL TO...	3/28/2013	4/2/2013
ES0505183E.S5.1	Daily Field Report		POTATATONN HOTEL TO...	3/28/11	3/28/11
ES0605183E.S3.E1	Concrete Test Report (AST)		POTATATONN HOTEL TO...	3/28/2013	4/2/2013
ES0705183E.S1	Concrete Field Report		POTATATONN HOTEL TO...	3/28/11	3/28/11
ES0805183E.S6	Reinforcing Steel Observat...		POTATATONN HOTEL TO...	3/28/11	3/28/11
ES0905183E.S6	Concrete Field Report		POTATATONN HOTEL TO...	3/28/11	3/28/11
ES1005183E.S2.E1	Concrete Test Report (AST)		POTATATONN HOTEL TO...	3/28/2013	4/2/2013
ES1105183E.S1	Concrete Field Report		POTATATONN HOTEL TO...	3/28/11	3/28/2013

Sample Electronic Report

QUALIFICATIONS

Local Presence / Global Resources

PSI is the largest construction testing firm in Wisconsin. PSI maintains full-service engineering laboratory, inspection, and testing offices throughout Wisconsin. These offices are very large and well equipped with the necessary equipment and workspace to provide comprehensive materials storage and testing for soils, aggregate, concrete, masonry, fireproofing, steel, and related materials.



Further illustrating our depth of operations, PSI recently merged with Intertek, a global provider of quality solutions. With a network of more than 1,000 laboratories and offices in more than 100 countries, Intertek provides auditing, inspection, testing, training, quality assurance and certification by improving the quality and safety of products, assets, and processes.

Our Waukesha facility has the in-house qualifications and personnel to provide the full range of services required for this project. This provides an added benefit to the project team in that all services will be performed and managed by PSI and we can immediately respond to any project needs. With more than 100 offices nationwide, PSI can easily provide technical, personnel, and equipment resources to projects.



PSI Waukesha maintains our AASHTO Resource and CCRL accreditations and our laboratory is WisDOT certified. We have technicians with ACI, WisDOT, ICC and AWS certifications. Our equipment is also maintained in accordance with AASHTO R18 and PSI's AASHTO approved Quality Management System. Our accreditation certificate can be provided upon request.

SCHEDULE

PSI is prepared to begin work within five (5) days upon receiving notice to proceed. We will remain available to respond within 24 hours for any services required. Our project manager will work closely with the project team and the contractor to ensure the timeliness of our services. PSI requires scheduling or cancellation of field services no later than 3:00 pm the workday prior to the date of services is to be provided.

PROJECT FEE SUMMARY

It is proposed to accomplish the construction materials testing services required on a unit price basis in accordance with the Schedule of Services and Fees/Notes, and pursuant to the General Condition, both of which are enclosed and considered part of this agreement. PSI's total fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed. However, as requested, we have developed a preliminary budgetary cost estimate to provide the construction materials testing services outlined above.

Our estimate of the scope and budget is based on the information provided, our assumptions of the construction schedule and standard testing typically performed on similar projects. PSI cannot control the construction schedule set by others and therefore additional testing or other services may be required as the project proceeds. If more detailed project information is available, we will be happy to review the additional data and work with you to revise our estimates.

Our proposed services do not include deviations from our assumed quantities and time frame presented within this proposal, additional visits for retesting of failed tests, work performed beyond our estimate, work performed on Saturday, Sunday and Holidays, minimum charges for cancellations or day of scheduling, and project manager/engineer time associated with site visits or meetings, change orders or consultation.

The actual testing and services performed will be based on the project requirements and as requested and directed by our Client, the Owner's Representative, or the General Contractor.

The presence of PSI and testing performed will not relieve the contractors, or his agents, from their contractual responsibilities, and will not excuse defects in his work. Please note that our services do not include supervision or direction of the actual construction process or work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It should be understood that our firm would not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others. In this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications, and design concepts. The term "continuous", as stated herein, shall mean the testing representative is on the site and in the general work area during the activity requiring observation and inspection.



AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of authorization.

If you have any questions or require additional information, please contact our office at 262-521-2125. We thank you for your business and we look forward to finding ways to grow our partnership, expand our services, and continue Building Better Together.

Respectfully submitted,

Professional Service Industries, Inc.

ELECTRONIC COPY

Nicole A. Carlson, P.E.
Project Engineer

ELECTRONIC COPY

Daniel B. Anderson, P.E.
Principal Consultant

Attachment: Proposal Acceptance Form
 Estimated Budget
 Fee Schedule/Notes
 General Conditions



PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____	DAY OF _____	, 2022
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Asphalt and Concrete Pavement

7. Invoicing Address: _____

 Attn. _____

8. Other Pertinent Information Or Previous Subsurface Information Available:



**Estimated Scope of Services and Budgetary Costs
 Proposed South Hickory Street - Franklin, Wisconsin**

	TESTING FREQUENCIES	EST. QTY.	UNIT RATE	TOTAL FEES
I. Earthwork Observation and Testing - Option 1				
• (Estimate based on 3 months (12 weeks) of grading operations, 5 days per weeks, 8 hours per day)				
• (Engineering technician observation/testing of subgrade prep and fill & base placement during timeframe listed above)				
Engineering Technician	per hour	480	@ \$45 00	\$21,600.00
Engineering Technician OT	per hour	0	@ \$65 00	\$0.00
Support Vehicle and Standard Equipment	per trip	60	@ \$50 00	\$3,000.00
Density Testing Equipment Charge	per day	60	@ \$30 00	\$1,800.00
Modified Proctor (ASTM D1557) - Clayey fill materials	per sample	4	@ \$175 00	\$700.00
Proctor sample preparation, clayey soils	per sample	4	@ \$25 00	\$100.00
Percent Finer than No 200 Sieve (ASTM D1140)	per sample	4	@ \$50 00	\$200.00
Modified Proctor (ASTM D1557) - Base Stone	per sample	1	@ \$175 00	\$175.00
Sieve Analysis (ASTM C136/C117)	per sample	1	@ \$75 00	\$75.00
Project Setup	lump sum	1	@ \$180 00	\$180.00
Project Management - coordination, test eval and report review	per report	65	@ \$45 00	\$2,925.00
Project Engineer - Site visits/meetings and consultation	per hour	8	@ \$100.00	\$800.00
OPTION 1 ESTIMATED TOTAL				\$31,555.00

II. Earthwork Observation and Testing - Option 2				
• (Estimate based on 3 months (12 weeks) of grading operations, 6 days per weeks, 10 hours per week day, 8 hours on Saturday)				
• (Engineering technician observation/testing of subgrade prep and fill & base placement during timeframe listed above)				
Engineering Technician	per hour	480	@ \$45 00	\$21,600.00
Engineering Technician OT	per hour	216	@ \$65 00	\$14,040.00
Support Vehicle and Standard Equipment	per trip	60	@ \$50 00	\$3,000.00
Density Testing Equipment Charge	per day	60	@ \$30 00	\$1,800.00
Modified Proctor (ASTM D1557) - Fill materials	per sample	4	@ \$175 00	\$700.00
Proctor sample preparation, clayey soils	per sample	4	@ \$25 00	\$100.00
Percent Finer than No 200 Sieve (ASTM D1140)	per sample	4	@ \$50 00	\$200.00
Modified Proctor (ASTM D1557) - Base Stone	per sample	1	@ \$150 00	\$150.00
Sieve Analysis (ASTM C136/C117)	per sample	1	@ \$75 00	\$75.00
Project Setup	lump sum	1	@ \$180 00	\$180.00
Project Management - coordination, test eval and report review	per report	77	@ \$45 00	\$3,465.00
Project Engineer - Site visits/meetings and consultation	per hour	8	@ \$100 00	\$800.00
OPTION 2 ESTIMATED TOTAL				\$46,110.00



Engineering Services

Engineering services for field observations, test evaluation, report preparation and review, contract administration, supervision
 job-site meetings and consultation

Principal Consultant	Per Hour	\$ 175 00
Principal Engineer	Per Hour	\$ 125 00
Project Engineer	Per Hour	\$ 100 00
Project Manager/Staff Engineer	Per Hour	\$ 90 00
Secretarial/Admin	Per Hour	\$ 30 00

Field Testing Service

Technical services for on-site monitoring, testing and inspection

Engineering Technician	Per Hour	\$ 45 00
Sample/cylinder Pick up		
Soil - sampling/density testing		
Concrete – sampling/testing		
Mortar/Grout – sampling/testing		
Asphalt sampling/density testing		
Senior Engineering Technician	Per Hour	\$ 60 00
Fill placement/subgrade inspection		
Shallow footing inspection		
Reinforcing steel inspection		
Reinforced concrete inspection		
Masonry inspection		
Drilled & Epoxy/ Anchor Bolt Inspection		
Project Specialist	Per Hour	\$ 75 00
Subgrade evaluation/undercutting		
Soil Stabilization inspection		
Drilled Pier/pile inspection		
Post-Tension inspection		
Fireproofing/Firestopping testing		
Floor Flatness testing		
Steel Inspector /CWI /NDE Services		
Visual weld, bolt torque and shear stud	Per Hour	\$ 80 00
Non-destructive evaluation of welds, UT, MP, PT	Per Hour	\$ 95 00

Equipment

Support vehicle w/std equipment, mileage charge	Per Day	\$ 0 75/mile, min \$50 00
Nuclear density gauge charge	Per Day	\$ 30 00
NDT equipment, UT, MP	Per Day	\$ 100 00
Floor Flatness(dipstick)	Per Day	\$ 150 00
Windsor Probe equipment & probes	Per Day	\$ 75 00 + \$20 00 ea
Asphalt/Concrete Coring equipment	Per Day	\$ 200 00 + bit charge
Concrete Cylinder Molds, 6x12" / 4x8"	Per Box	\$ 50 00

Laboratory Testing Services

Concrete Compression, cast by PSI, 4x8" / 6x12", (ASTM C39)	Each	\$ 15 00 / \$19 00
Concrete Compression, cast by others	Each	\$ 25 00
Concrete Compression Drilled Core, (ASTM C42)	Each	\$ 50 00
Cylinder trimming/grinding charge, when required	Each	\$ 20 00
Mortar Cube Compression test (ASTM C109)	Each	\$ 15 00
Grout Prism Compression test, (ASTM C1019)	Each	\$ 20 00
Moisture content (ASTM D2216)	Each	\$ 10 00
Organic content, (ASTM D2736)	Each	\$ 50 00
Percent Finer No. 200 Sieve (ASTM D1140)	Each	\$ 50 00
Sieve Analysis (ASTM C136/C117, D6913)	Each	\$ 75 00
Hydrometer Test (ASTM D422)	Each	\$ 125 00
Atterberg Limit test (ASTM D4318)	Each	\$ 95 00
Proctor Test- (ASTM D698 / ASTM D1557)	Each	\$ 175 00
Proctor sample preparation, clayey soils	Each	\$ 25 00
HMA Core Thickness & Specific Gravity (ASTM D2726)	Each	\$ 50 00
HMA Maximum Specific gravity (ASTM D2041)	Each	\$ 150 00
HMA Extraction/Gradation (ASTM D2172/D5444)	Each	\$ 300 00
SFRM Density (ASTM E605), Cohesion/Adhesion (ASTM E736)	Each	\$ 45 00



CONSTRUCTION SERVICES FEE SCHEDULE NOTES

Unit prices attached are in effect for six (6) months from the date of this proposal. Services and fees not listed above will be quoted upon request. The above unit prices are subject to 5 (%) percent increase one (1) year from the date of this proposal, and annually thereafter.

Services will be charged on a whole hourly basis from the time the engineer or technician leaves the office until he/she returns from the project (portal to portal). All field services will be billed a four (4) hour minimum per trip, excluding sample pickup trips.

Scheduling or cancellation of field testing and inspection services is required no later than 3:00 pm the working day prior to the date services are to be performed. Same day services will be invoiced at the rate according to availability of personnel and additional 0.5 hour of project manager for coordination. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.

Overtime rates will apply for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays, and PSI Holidays. The rate will be 1.5 times the applicable rate for weekdays and Saturday services and 2.0 times the hourly unit rate for Sundays and Holidays. 50% surcharges will apply for laboratory services during overtime hours or for expedited/rush laboratory work.

Transportation and per diem are charged at the applicable rates. Rates involving mileage (including transportation, mobilization, vehicle, and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge shall be applied to invoices to offset the increase in fuel prices. Increases shall be made no more often than monthly. A per diem charge, if applicable, will be added.

For all PSI services, a project management/review charge of at least 0.5 hour and clerical/administration time of 0.25 hour will be billed for all reports issued for the scheduling/supervision of personnel, and the evaluation, preparation & review of data and reports. A one-time project set up charge of \$160.00 applies for contract processing, initial specification review and project setup.

A 100-pound sample of each proposed fill material must be received in PSI lab five (5) days prior to use to perform the necessary laboratory testing. A 50% surcharge will apply to rush laboratory work.

Equipment, travel, shipping, off-site parking, and outside/subcontract services will be billed at cost plus 20 percent.

Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein

Project-specific safety training courses, drug screen testing or badging will be invoiced at applicable hourly rates, plus the cost of the badge/testing.

PSI reserves the right to withhold all reports until we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined.

Issuance of Final Reports is subject to full payment of outstanding invoices.

Certificate of insurance cannot be provided without a signed contract.

All fees and services are provided in accordance with the attached PSI General Conditions.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR ENGINEERING SERVICES RELATED TO S. LOVERS LANE WATER RELOCATIONS AND EXTENSIONS IN THE AMOUNT OF \$74,800	ITEM NO. G.20.

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane (U.S 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue. The project schedule has moved up from the previously reported circa 2024 or 2025 to a letting and commence construction in 2023. This item was last discussed at the Common Council on March 1, 2022 where Common Council instructed Staff to return with a professional services contract to commence design and WISDOT coordination.

Foth Infrastructure & Environment, LLC, located on S. Ballpark Drive, Franklin, WI was solicited to provide these services for the City and the Water Utility.

ANALYSIS

Foth will design the water loop from W. Herda Place to S. Phyllis Lane. There will not be oversizing that would use water impact fees so it is expected that the entirety of the project will be specially assessed to benefitted properties. Foth will develop a detailed budget that Staff may use to develop a preliminary resolution for special assessments. This Fund 46 project will be included in the 2023 budget.

Originally, the STH 100 project was not anticipated to need a lot of Water Utility relocation efforts and Staff has worked with WisDOT Staff on ideas to minimize conflicts with the STH 100 construction, but there are multiple locations where conflicts occur with the current design. Staff has contacted WisDOT staff to consider inclusion of these water system modification in their project plans to be done by the WisDOT contractor. Staff estimates that this method will not only save coordination conflicts, but should save approximately 30% of the costs due to elimination of traffic control and temporary surface restoration. Nonetheless, Foth estimates that the relocation efforts will cost the Water Utility \$400,000 to \$450,000. This will need to be included in the Water Utility's 2023 capital budget (65-0771).

OPTIONS

Approve or Deny the Contract. It is imperative that this work start to ensure that WisDOT's 2023 schedule is accommodated.

FISCAL NOTE

Water impact fees are not applicable since an 8-inch water main is the expected system to be installed. There are annual budgets for miscellaneous water main extensions and the design could be covered in the 2022 budget (\$200,000) and next year's budget should consider the construction. In addition, the six homes would be subject to special assessment. The Water Commissioners will need to consider the potential \$450,000 relocation costs in their 2023 budget.

Staff is recommending that the entirety of the Foth contract be allocated to the Water Utility's outside services fund (65-0758-5219), pending Water Commissioners approval. Approximately \$30,000 would be transferred to the special assessment project as that project develops.

RECOMMENDATION

Adopt Resolution 2022-_____ a resolution for a professional services agreement with Foth Infrastructure & Environment, LLC for engineering services related to S. Lovers Lane water relocations and extensions in the amount of \$74,800.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR
ENGINEERING SERVICES RELATED TO S. LOVERS LANE WATER RELOCATIONS
AND EXTENSIONS IN THE AMOUNT OF \$74,800

WHEREAS, Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane (U.S 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue to be let in 2023; and

WHEREAS, the City desires to extend a watermain for six homes located on a S. Lovers Lane service road between W. Herda Place to S. Phyllis Lane; and

WHEREAS, there are multiple locations where the City's water utility infrastructure is expected to be in conflict with WisDOT's infrastructure construction; and

WHEREAS, Foth Infrastructure & Environment, LLC is a qualified engineering firm to provide potable water designs and has unique knowledge of the particular issues associated with this project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure & Environment, LLC to design and bid a watermain project in the vicinity of W. Herda Place to S. Phyllis Lane and include other watermain design details for inclusion in WisDOT's project plans for a fee of \$74,800.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

[Highlighted text is instructional and will be removed in the final version. We will copy your text and place in our version to ensure all other text is un-modified]

**Engineering Services
S Lovers Lane Frontage Road
Water Main**

This AGREEMENT, made and entered into this ___ day of _____, *[City will fill in date]* between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure and Environment, LLC *[need legal name with LLC, Corporation, etc.]* (hereinafter "CONTRACTOR"), whose principal place of business is _____ 7044 South Ballpark Drive Ste 200, Franklin Wi 53132 _____ *[physical address, not necessarily mailing address]*

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide engineering services for the L Lovers Lane Frontage Road Water Main from W Herda Place to S Phyllis Lane _____; *[one to specifically describe your project- ie alignment modification XYZ Road from A Street to B Lane. this should match the title in your proposal]*

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for ___ design and construction phase engineering services _____, *[describe the types of general services to provide- ie survey, design, and bidding services]* as described in CONTRACTOR's proposal to CLIENT dated _____, *[include a proposal letter with your scope of services with fee. The Re: on the first page should match the title provided above in the Witnesseth section. Do not include your terms and conditions and signature lines for acceptance of the proposal. At the top of the first page in bold letters, it needs to be labeled "ATTACHMENT A"]*

- A. annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR 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 CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR 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.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$_74,800_____]for design fee . Construction phase services were assumed to require 4 weeks of on-site field review; will be provided at the hourly billing rates based upon actual effort., ***[keep the appropriate clauses and remove brackets, edit if lump sum, unit price, or other method of charging]*** subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$_74,800 for design and construction services. Construction phase services will be hourly per annual standard rates and assume 4 weeks of construction time____. ***[this will be the purchase order amount that we will enter]*** 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 CONTRACTOR 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 work performed or reported, it will notify 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 CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR 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, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual

changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer *[City employee to direct your work- Modify if appropriate]* will coordinate the work of the CONTRACTOR, 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 CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Dan Snyder *[Add your PM name that we will give direction to and coordinate your work]* CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR 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, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and 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.

VI. INSURANCE

The CONTRACTOR 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: *[discuss with*

Glen if insurance limits for your project are not applicable. Written explanation in email will be the most expedient method to get your deviations approved. prior to City signing, you need to provide a certificate of insurance, and it will be scrutinized to ensure that limits are at or above what is listed below and it lists "the City of Franklin as an additional insured" as required]

<p>A. General/Commercial Liability <i>(Must have General/Commercial)</i></p>	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>B. Automobile Liability <i>(Must have auto liability)</i></p>	<p>\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>C. Contractor's Pollution Liability <i>(If applicable)</i></p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate</p>
<p>D. Worker's Compensation and Employers' Liability <i>(Must have workers compensation)</i></p>	<p>Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i></p>
<p>E. Professional Liability (Errors & Omissions) <i>(If applicable)</i></p>	<p>\$2,000,000 per claim and in the aggregate</p>

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners,

employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, 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 CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT 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 CLIENT 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

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of June 15, 2022

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

CONTRACTOR 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 CONTRACTOR to CLIENT 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 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.
- C. **Conflict of Interest.** 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. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR 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.

[when we send you a .pdf, you will sign this first and it is presented to common council for approval. City always provides signatures last.]

CITY OF FRANKLIN, WISCONSIN _____ Foth Infrastructure and Environment,
LLC _____ *[Legal name of your company]*

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Bryan Tomczak

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



"ATTACHMENT A"

Ballpark Commons Office Building
7044 S Ballpark Drive Suite 200
Franklin, WI 53132
(414) 336 7900
foth.com

June 3, 2022

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

RE Engineering Services Proposal
S Lovers Lane / Frontage Road Water Main
W Herda Pl to S Phyllis Ln and Utility Adjustments College Ave to SE Rawson Ramp

Dear Glen

We greatly appreciate the opportunity to provide professional engineering services for the above referenced public infrastructure improvements. This project is to accommodate a Wisconsin Department of Transportation (WisDOT) STH 100 (S Lovers Lane) project from W College Avenue to W Rawson Avenue (WisDOT # 2040-14-70) that is scheduled to be let on September 12, 2023 and advanceable to May 9, 2023. Time to accommodate the WisDOT project is of the essence so our understanding is that the city anticipates authorizing design in June with design to start immediately upon authorization.

Scope

Design Engineering

Foth will provide professional design engineering services for approximately 1,000 LF of 8" water main extending along the Lovers Lane Frontage Road between W Herda Place and Phyllis Lane and sewer and water utility adjustment design for the length of the project from College Avenue to the SE Rawson ramp. This proposal estimates services through bidding and award recommendation. Construction engineering services are also proposed on an hourly basis per our standard hourly rates in affect at the time of construction. In general, design services will include

- Project Management
- Obtain relevant City/County/WisDOT documents
- Confirm water main sizing
- Site visits and field topographic survey
- Identify existing site conditions and as-built information
- Agency and permitting applications (MILW CO, WDNR, WisDOT)
- Coordination with WisDOT for STH "100" reconstruction
- Use of WisDOT survey with only ground truthing spot checks

- Progress meetings with City staff/weekly project status reports
- Design Plans & Specifications that will include construction, erosion control, and traffic controls and preparation of details as necessary, plan and profiles for watermain construction
- Construction access and staging plan if necessary
- WDNR water main permit application
- Prepare engineer's estimate of probable costs
- Bidding services include submittal of advertisement for bid to trade and local publications, posting on Quest, answer prospective bidder questions, issue any addendums, attend the bid opening, analyze the bid tab, prepare a letter of recommendation and prepare contract documents

Note Special Assessments preparation, if needed, to be completed by the City

Construction Engineering Services

Foth proposes to provide customary construction engineering services for the project. Since the final designs have not been determined and contractor production rates can vary greatly, we are proposing that the following services be provided on a standard hourly rate basis

- Schedule and conduct a preconstruction meeting
- Construction staking
- Monitor quality control and adherence to the project plans and specifications
- Field observation will be on site during all pipe laying and significant activities
- Log and confirm with the contractor's foreman all contract pay quantities
- Monitor and log any changed site conditions encountered during construction
- Monitor that specified erosion control and dust control operations are utilized by the contractor
- Coordinate field measurements for accurate record drawing preparation
- Record drawing preparation
- Construction services estimated at four weeks of net on-site review time

Fees

We propose to provide our services on an hourly basis in accordance with the enclosed charge out schedule. The design fee not to exceed is \$52,400 based on the above project description and scope. The estimated construction engineering services fee is \$22,400 and will depend on the contractor's actual progress.

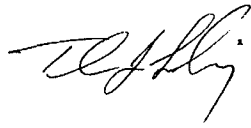
Agreement to Proceed

It is understood that the services will be provided under the City's standard contract form previously transmitted. Foth will proceed with work upon contract authorization from the City.

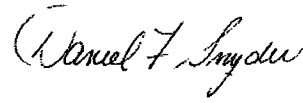
Upon approval of this proposal, Foth will prepare a task order for professional engineering design and construction services.

Thank you again for allowing us to work with you on this important infrastructure project for the City. If you have any questions regarding our proposal, please call us at 262- 939-0209 (Dan) and 414-313-3784 (Tom).

Sincerely,
Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Client Director



Daniel F. Snyder, P.E.
Lead Civil Engineer/Client Manager

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208 00
Project Manager	\$178 00-\$205 00
Project Engineer	\$147 00-\$196 00
Staff Engineer	\$121 00-\$146 00
Planner	\$121 00-\$194 00
Project Scientist	\$121 00-\$147 00
Technology Manager	\$173 00
Technician	\$82.00-149 00
Construction Manager	\$173 00
Land Surveyor	\$138 00-\$173 00
Project Administrator	\$80 00-\$100 00
Administrative Assistant	\$60 00

REIMBURSABLE EXPENSES

- 1 All materials and supplies used in the performance of work on this project will be billed at cost plus 10%
- 2 Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service Service vehicle mileage will be reimbursed on the basis of \$0 88 per mile
- 3 Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%

ADJUSTMENTS TO FEE SCHEDULE

Fee schedule effective January 1, 2022 Rates subject to change annually on January 1

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	AMEND RESOLUTION 2022-7816 TO ENTER INTO A CONTRACT WITH HAUSCH DESIGN AGENCY, LLC TO DEVELOP A MESSAGING PROGRAM FOR FRANKLIN SEWER UTILITIES PROJECT/PRIVATE PROPERTY INFILTRATION & INFLOW REDUCTION PROJECT FOR \$32,383.03	ITEM NO. G.21.

BACKGROUND

On January 18, 2022, Council adopted Resolution 2022-7816, a resolution to enter into a contract with Hausch Design Agency, LLC to develop a messaging program for Franklin Sewer Utilities Project/Private Property Infiltration & Inflow Reduction Project for \$31,000.

During the process to execute the agreement, Staff consulted with the City’s insurance carrier and the proposed insurance levels provided by Hausch are insufficient for the City’s needs. To date, the contract has not been executed while conversations with Hausch’s insurance carrier have proceeded.

ANALYSIS

Hausch will have to procure special insurance to meet the requirements of the City. Staff did not communicate the insurance requirements with the consultant prior to the proposal or the proposal would have included these costs in the submitted fees. A summary of the City’s standard requirements as compared to what the Consultant has/will need are as follows:

City Requirements	Hausch Design Coverage Notes
A. General/Commercial Liability (Must have General/Commercial) - \$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate	Hausch’s current office coverages are at the limits needed.
B. Automobile Liability (Must have Auto Liability)- \$1,000,000 combined single limit.	Joe Hausch has personal automobile liability. Non-owned auto liability in the name of the business at \$1,000,000 will be \$203.53 per six months
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability-\$1,000,000 per occurrence for bodily injury, personal injury, and property. \$2,000,000 minimum aggregate per person, per aggregate.	A commercial liability umbrella policy was quoted as follows, \$1,000,000 quote was \$275 annually. \$2,000,000 was \$575 annually
D. Worker’s Compensation and Employers’ Liability (Must have Workers Compensation)-Statutory. Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers’ compensation law	Workers Compensation minimum premium \$950.00 subject to audit and since Hausch has no employees all but \$280 will be returned eventually.
E. Errors and Omissions (Professional Liability)-\$2,000,000 single limit.	\$1,000,000 coverage quote was \$1,224/year. Was not able to obtain quote for \$2,000,000.

Hausch is creating a messaging program for the City to use. The purpose is that they will be adding input to an internal working group as Staff develops Franklin’s. Hausch will develop materials that Staff would review, approve, and distribute to property owners that convey the appropriate

messaging. The deliverables may be summed up as thoughts/ideas that the City would then use as needed. The thoughts and ideas would primarily be digital words, graphics, and video the City would then approve and distribute. Errors and omissions is not really applicable to what we are asking them to do.

There are 2 items where Hausch would act on the City's behalf. 1) Website landing page where Hausch would develop and host a website landing page for the program and 2) Events where Hausch would stage 1-2 awareness events for public/press and Hausch would promote it.

It is envisioned that the contract work would be primarily complete within six months so any additional coverage could be pro-rated as needed.

OPTIONS

Authorize the execution of the contract to:

- A. Only the insurance levels already available from Hausch (\$32,500). Or
- B. Add 6 months of non-owned auto-liability (\$203.53), \$1,000,000 of Commercial Liability (\$137.50), Workers Compensation (\$280), and 6-months of \$1,000,000 Errors and Omissions (\$612) for an additional \$1,233.03. Or
- C. Add 6 months of non-owned auto-liability (\$203.53), \$2,000,000 of Commercial Liability (\$287.50), Workers Compensation (\$280), and 6-months of \$1,000,000 Errors and Omissions (\$612) for an additional \$1,383.03. Or
- D. Other wishes of the Common Council

FISCAL NOTE

This PPII program is in the 2022 Sewer Utility budget (61-0731-5829) and primarily funded using Franklin's allotment of MMSD funds earmarked for this purpose. The non-MMSD-funds needed relate to a large portion of this messaging program and will use local sewer utility funds.

RECOMMENDATION

Motion to amend Resolution 2022-7816, "a resolution to enter into a contract with Hausch Design Agency, LLC to develop a messaging program for Franklin Sewer Utilities Project/Private Property Infiltration & Inflow Reduction Project for a not to exceed amount of \$31,000," to approve the contract with an increased cost of \$1,383.03 for a contract total not to exceed amount of \$32,383.03.

Engineering Department: GEM

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE June 7, 2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Monthly Financial Report January – March, 2022</p>	<p style="text-align: center;">ITEM NUMBER G.22.</p>

Background

The January through March, 2022 Financial Report is attached.

Due to the recent Finance Department staffing changes and resources expended to complete the 2021 audit, these first statements of 2022 are being presented in draft form, without the typical summary cover memo. Future statements will include this review and memo

The Finance Committee reviewed this report at its May 24, 2022 meeting and recommends its acceptance

The Director of Finance & Treasurer will be available to answer any questions

COUNCIL ACTION REQUESTED

Receive and place on file.

City of Franklin
Cash & Investments Summary
March 31, 2022

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 533,471	\$ 14,478,019	\$ 37,713	\$ 3,289,055	\$ 18,338,259	\$ 20,197,248
Debt Service Funds	11,455	433,589	-	-	445,044	444,797
TIF Districts	(1,637,223)	10,344,910	-	-	8,707,687	10,010,306
Nonmajor Governmental Funds	2,709,535	18,370,726	2,344,275	-	23,424,536	22,528,412
Total Governmental Funds	1,617,238	43,627,244	2,381,988	3,289,055	50,915,526	53,180,763
Sewer Fund	486,075	4,383,434	-	-	4,869,509	4,971,416
Water Utility	48,360	3,301,828	253,394	-	3,603,582	3,768,415
Self Insurance Fund	20,127	2,962,142	371,242	-	3,353,511	3,323,783
Other Designated Funds	13,615	-	-	-	13,615	10,842
Total Other Funds	568,178	10,647,404	624,636	-	11,840,218	12,074,456
Total Pooled Cash & Investments	2,185,417	54,274,648	3,006,624	3,289,055	62,755,744	65,255,219
Property Tax Fund	8,056,736	1,103,554	-	-	9,160,290	2,474,742
Total Trust Funds	8,056,736	1,103,554	-	-	9,160,290	2,474,742
Grand Total Cash & Investments	10,242,153	55,378,202	3,006,624	3,289,055	71,916,034	67,729,961
Average Floating Rate of Return		0 16%	2 03%	0 16%		
Avg Weighted Rate of Return - CD's		0 76%				
Maturities:						
Demand	10,242,153	46,935,326	996	3,289,055	60,467,530	56,269,430
Fixed Income & Equities						
2022 - Q1	-	-	-	-	-	-
2022 - Q2	-	1,672,876	-	-	1,672,876	1,672,876
2022 - Q3	-	2,945,000	-	-	2,945,000	2,945,000
2022 - Q4	-	-	2,508,572	-	2,508,572	2,515,903
2023 - Q1	-	3,825,000	-	-	3,825,000	3,825,000
2023	-	-	497,057	-	497,057	501,752
	10,242,153	55,378,202	3,006,624	3,289,055	71,916,034	67,729,961

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 3 months ended March 31, 2022

Revenue	2022 Original Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,943,500	\$ 19,943,500	\$ 13,645,387	\$ 13,734,535	\$ 89,148
Other Taxes	614,900	614,900	47,391	104,211	56,820
Intergovernmental Revenue	1,758,500	1,758,500	342,063	153,297	(188,766)
Licenses & Permits	1,206,775	1,206,775	213,146	253,745	40,599
Law and Ordinance Violations	450,000	450,000	140,897	133,904	(6,993)
Public Charges for Services	2,503,750	2,503,750	529,645	495,876	(33,769)
Intergovernmental Charges	261,200	261,200	30,104	30,064	(40)
Investment Income	196,138	196,138	49,251	9,739	(39,512)
Sale of Capital Assets	10,000	10,000	680	127	(553)
Miscellaneous Revenue	205,366	205,366	27,292	32,147	4,855
Transfers from Other Funds	1,063,600	1,063,600	282,028	265,125	(16,903)
Total Revenue	\$ 28,213,729	\$ 28,213,729	\$ 15,307,884	\$ 15,212,770 99.38%	\$ (95,114)
Expenditures	2022 Original Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,196,150	\$ 3,230,474	\$ 935,658	\$ 841,484	\$ (94,174)
Public Safety	18,966,374	18,979,524	4,492,638	4,556,797	64,159
Public Works	4,270,593	4,291,377	970,421	952,667	(17,754)
Health & Human Services	751,686	751,686	168,664	168,771	107
Culture & Recreation	451,849	457,182	101,966	34,426	(67,540)
Conservation and Development	618,248	624,159	134,609	139,083	4,474
Contingency & Unclassified	2,824,829	2,824,829	83,007	-	(83,007)
Anticipated Underexpenditures	(390,000)	(390,000)	(97,500)	-	97,500
Transfers to Other Funds	24,000	24,000	-	-	-
Encumbrances	-	-	-	(95,761)	(95,761)
Total Expenditures	\$ 30,713,729	\$ 30,793,231	\$ 6,789,463	\$ 6,597,467 97.17%	\$ (191,996)
Excess of revenue over (under) expenditures	(2,500,000)	(2,579,502)	8,518,421	8,615,303	\$ 96,882
Fund Balance beginning of year	9,876,029	9,876,029		9,876,029	
Fund Balance, end of period	\$ 7,376,029	\$ 7,296,527		\$ 18,491,332	

City of Franklin
General Fund
Comparative Statement of Revenue
For the 3 months ended March 31, 2022

Revenue	2022 Original Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,943,500	\$ 19,943,500	\$ 13,645,387	\$ 13,734,535	\$ 89,148
Other Taxes					
Cable television franchise fees	443,000	443,000	35,181	95,379	60,198
Mobile Home	20,000	20,000	5,000	8,763	3,763
Room tax	151,900	151,900	7,210	69	(7,141)
Total Other taxes	614,900	614,900	47,391	104,211	56,820
Intergovernmental Revenue					
State shared revenue-per capita	433,000	433,000	-	-	-
Expenditure restraint revenue	-	-	-	-	-
State computer aid	225,000	225,000	-	-	-
State transportation aids	600,000	600,000	297,938	153,297	(144,641)
Fire insurance tax	175,000	175,000	-	-	-
Other grants & aid	325,500	325,500	44,125	-	(44,125)
Total Intergovernmental Revenue	1,758,500	1,758,500	342,063	153,297	(188,766)
Licenses & Permits.					
Licenses	175,125	175,125	24,848	12,631	(12,217)
Permits	1,031,650	1,031,650	188,298	241,114	52,816
	1,206,775	1,206,775	213,146	253,745	40,599
Law & Ordinance Violations:					
Fines Forfeitures & Penalties	450,000	450,000	140,897	133,904	(6,993)
Public Charges for Services					
Planning Related Fees	87,000	87,000	26,272	31,643	5,371
General Government	8,700	8,700	1,878	2,760	882
Architectural Board Review	6,500	6,500	1,433	1,235	(198)
Police & Related	6,800	6,800	1,313	750	(563)
Ambulance Services - ALS	1,350,000	1,350,000	294,863	299,296	4,433
Ambulance Services - BLS	-	-	-	-	-
Fire Safety Training	1,500	1,500	539	999	460
Fire Sprinkler Plan Review	4,000	4,000	1,207	1,550	343
Fire Inspections	10,000	10,000	2,029	4,296	2,267
Quarry Reimbursement	45,000	45,000	1,765	8,750	6,985
Weed Cutting	7,000	7,000	97	-	(97)
Engineering Fees	265,000	265,000	33,442	14,380	(19,062)
Public Works Fees	45,000	45,000	5,061	9,938	4,877
Investment Mgmt Fees	-	-	-	-	-
Weights & Measures	8,500	8,500	4	830	826
Landfill Operations - Siting	460,000	460,000	115,000	65,450	(49,550)
Landfill Operations - Emerald Park	80,000	80,000	13,999	22,246	8,247
Health Department	118,750	118,750	30,743	31,753	1,010
Total Public Charges for Services	\$ 2,503,750	\$ 2,503,750	\$ 529,645	\$ 495,876	\$ (33,769)

**City of Franklin
General Fund
Comparative Statement of Revenue
For the 3 months ended March 31, 2022**

Revenue	2022 Original Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Intergovernmental Charges:					
Milwaukee County - Paramedics	\$ 121,200	\$ 121,200	\$ 17,604	\$ 30,064	\$ 12,460
School Liaison Officer	90,000	90,000	-	-	
Fire Inspection Services	50,000	50,000	12,500	-	(12,500)
Total Intergovernmental Charges	261,200	261,200	30,104	30,064	(40)
Investment Income:					
Interest on Investments	92,700	92,700	23,392	6,155	(17,237)
Market Value Change on Investments			-	(858)	(858)
Interest - Tax Roll	100,000	100,000	25,000	2,237	(22,763)
Other Interest	3,438	3,438	859	2,205	1,346
Total Investment Income	196,138	196,138	49,251	9,739	(39,512)
Sale of Capital Assets	10,000	10,000	680	127	(553)
Miscellaneous Revenue					
Rental of Property	90,000	90,000	21,900	20,939	(961)
Refunds/Reimbursements	50,000	50,000	5,280	11,130	5,850
Insurance Dividend	65,000	65,000	-	-	-
Donations	-	-	-	-	-
Other Revenue	366	366	112	78	(34)
Total Miscellaneous Revenue	205,366	205,366	27,292	32,147	4,855
Transfer from Other Funds:					
Water Utility-Tax Equivalent	1,063,600	1,063,600	282,028	265,125	(16,903)
Capital Improvement Fund	-	-	-	-	-
Total Transfers from Other Funds	1,063,600	1,063,600	282,028	265,125	(16,903)
Total Revenue	\$ 28,213,729	\$ 28,213,729	\$ 15,307,884	\$ 15,212,770	\$ (95,114)
				99.38%	

**City of Franklin
General Fund
Comparative Statement of Expenditures
For the 3 months ended March 31, 2022**

Expenditures	2022 Original Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government:					
Mayor & Aldermen - Labor	\$ 65,907	\$ 65,907	\$ 16,476	\$ 16,476	\$ -
Mayor & Aldermen - Non-Personnel	38,250	38,250	16,824	16,345	479
Municipal Court - Labor	197,609	197,609	45,602	46,228	(626)
Municipal Court - Non-Personnel	23,985	23,985	16,248	13,430	2,818
City Clerk Labor	346,429	346,429	79,753	83,749	(3,996)
City Clerk Non-Personnel	28,600	28,600	6,250	3,817	2,433
Elections - Labor	75,171	75,171	24,851	3,949	20,902
Elections - Non-Personnel	18,000	18,000	1,803	2,646	(843)
Information Services - Labor	150,311	150,311	33,919	34,219	(300)
Information Services - Non-Personnel	291,814	301,138	84,225	68,965	E 15,260
Administration - Labor	292,853	292,853	66,501	69,871	(3,370)
Administration Non-Personnel	133,805	133,805	28,633	20,233	8,400
Finance - Labor	409,860	409,860	92,905	75,289	17,616
Finance - Non-Personnel	134,235	134,235	50,898	42,135	8,763
Independent Audit	42,525	42,525	3,363	10,290	(6,927)
Assessor - Non-Personnel	240,895	240,895	60,174	235	59,939
Legal Services	334,600	334,600	85,986	73,057	12,929
Municipal Buildings - Labor	123,266	123,266	24,975	25,329	(354)
Municipal Buildings - Non-Personnel	121,450	146,450	24,947	54,870	E (29,923)
Property/liability insurance	126,585	126,585	171,325	180,351	(9,026)
Total General Government	3,196,150	3,230,474	935,658	841,484	94,174
Public Safety:					
Police Department Labor	9,160,071	9,160,071	2,112,641	2,108,785	3,856
Police Department - Non-Personnel	1,279,590	1,292,740	394,837	345,517	E 49,320
Pandemic Emergency - Labor	-	-	-	-	-
Fire Department Labor	6,775,902	6,775,902	1,564,453	1,682,298	(117,845)
Fire Department Non-Personnel	556,430	556,430	135,779	161,525	E (25,746)
Public Fire Protection	283,300	283,300	71,330	69,992	1,338
Building Inspection - Labor	746,210	746,210	173,654	148,282	25,372
Building Inspection - Non-Personnel	157,071	157,071	39,944	40,398	(454)
Weights and Measures	7,800	7,800	-	-	-
Total Public Safety	18,966,374	18,979,524	4,492,638	4,556,797	(64,159)
Public Works:					
Engineering Labor	604,728	604,728	155,686	130,756	24,930
Engineering - Non-Personnel	301,625	301,625	76,067	33,030	43,037
Highway - Labor	1,812,290	1,812,290	417,872	464,439	(46,567)
Highway - Non-Personnel	1,157,700	1,170,063	261,059	241,096	E 19,963
Street Lighting	387,200	395,621	59,737	83,346	E (23,609)
Weed Control	7,050	7,050	-	-	-
Total Public Works	\$ 4,270,593	\$ 4,291,377	\$ 970,421	\$ 952,667	\$ 17,754

City of Franklin
General Fund
Comparative Statement of Expenditures
For the 3 months ended March 31, 2022

Expenditures	2022 Original Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Health & Human Services					
Public Health Labor	\$ 636,736	\$ 636,736	\$ 148 790	\$ 143 367	\$ 5,423
Public Health Non-Personnel	67,450	67,450	6 299	6 492	(193)
Animal Control	47 500	47,500	13 575	18 912	(5,337)
Total Health & Human Services	751,686	751,686	168 664	168,771	(107)
Culture & Recreation:					
Senior Travel & Activities	22 000	22,000	4 963	1,745	3 218
Parks - Labor	337 849	337,849	77 965	21 152	56,813
Parks Non-Personnel	92 000	97,333	19 038	11,529 E	7,509
Total Culture & Recreation	451,849	457,182	101,966	34,426	67,540
Conservation & Development:					
Planning Labor	379,850	379,850	87 658	89,502	(1,844)
Planning - Non Personnel	81 673	87,584	10 876	19,986 E	(9,110)
Economic Dev Labor	100,225	100,225	22,475	6,556	15,919
Economic Dev - Non-Personnel	56 500	56,500	13 600	23,039 E	(9,439)
Total Conservation & Development	618 248	624,159	134 609	139,083	(4,474)
Contingency & Unclassified:					
Restricted - other	2,500 000	2 500,000	-	-	
Severance Payments	197,329	197 329	51 685	-	51 685
Unrestricted	125,000	125,000	31 250	-	31,250
Unclassified	2 500	2,500	72	-	72
Total Contingency & Unclassified	2,824,829	2,824,829	83,007		83,007
Anticipated Underexpenditures	(390,000)	(390,000)	(97,500)		(390,000)
Transfers to Other Funds:					
Capital Improvement Fund	-		-	-	
Other Funds	24,000	24,000			-
Total Transfers to Other Funds	24,000	24,000	-	-	-
Total Expenditures	\$ 30,713 729	\$ 30,793 231	\$ 6,789 463	\$ 6,693,228	\$ (196,265)
Less Encumbrances				(95,761)	
Net Expenditures				\$ 6,597,467	
% of YTD Budget				97.17%	

**City of Franklin
General Fund
Balance Sheet**

ASSETS	3/31/2022	3/31/2021
Cash & Investments	\$ 18,338,259	\$ 17,277,094
Accounts & Taxes & Interest Receivable	7,215,297	7,129,884
Due from Other Funds & Advances	89,700	106,450
Due from Other Governments	63,409	1,738
Advances to Other Funds & Payroll Advances	-	100,000
Prepaid Expenditures & Inventories	58,061	35,936
Total Assets	<u>\$ 25,764,726</u>	<u>\$ 24,651,102</u>
 LIABILITIES		
Accounts Payable	\$ 311,417	\$ 415,589
Accrued Liabilities	428,018	316,601
Due to Other Funds & Governments	148,387	139,466
Special Deposits	172,182	132,151
Unearned Revenue	6,212,390	6,413,208
Total Liabilities	<u>7,272,394</u>	<u>7,417,015</u>
 FUND BALANCES		
Nonspendable - Inventories, Prepaids, Advances, Assigned	9,200,013	9,199,013
Unassigned	-	-
Total Fund Balances	<u>18,492,332</u>	<u>17,234,087</u>
Total Liabilities & Fund Balances	<u>\$ 25,764,726</u>	<u>\$ 24,651,102</u>

**City of Franklin
American Rescue Plan
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,871,702	\$ -
Accounts receivable	3,745	-
Prepaid Items	1,253	-
Total Assets	<u>\$ 1,876,700</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	1,876,700	-
Total Liabilities and Fund Balance	<u>\$ 1,876,700</u>	<u>\$ -</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:					
Intergovernmental	\$ 1,875,000	\$ 1,875,000	\$ 468,750	\$ -	\$ -
Investment Income	9,400	9,400	2,350	-	-
Transfers from Other Funds					
Donations	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
Total revenue	<u>1,884,400</u>	<u>1,884,400</u>	<u>471,100</u>	<u>-</u>	<u>-</u>
Expenditures:					
Auditor Services	15,000	15,000	3,750		
Transfer to Capital Improvement Fund	1,556,200	1,556,200	389,050	-	-
Total expenditures	<u>1,571,200</u>	<u>1,571,200</u>	<u>392,800</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	313,200	313,200	<u>78,300</u>	-	-
Fund balance, beginning of year	-	1,876,700		1,876,700	-
Fund balance, end of period	<u>\$ 313,200</u>	<u>\$ 2,189,900</u>		<u>\$ 1,876,700</u>	<u>\$ -</u>

**City of Franklin
Library Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	Operating	
	2022	2021
Cash and investments	\$ 1,492,438	\$ 1,524,971
Due from other funds	-	-
Taxes receivable	-	-
Total Assets	\$ 1,492,438	\$ 1,524,971
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 26,237	\$ 3,651
Accrued salaries & wages	5,799	1,874
Unearned revenue	-	-
Assigned fund balance	1,460,402	1,519,446
Total Liabilities and Fund Balance	\$ 1,492,438	\$ 1,524,971

**Statement of Revenue, Expenses and Fund Balance - Operating Fund
For the Three months ended March 31, 2022 and 2021**

<u>Revenue</u>	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Property taxes	\$ 1,347,200	\$ 1,347,200	\$ 1,347,200	\$ 1,347,200	\$ 1,337,200
Reciprocal borrowing (restricted)	45,000	58,444	618	386	3,000
Landfill Siting	20,000	20,000	5,000	-	-
Investment income	1,125	1,125	281	(808)	565
Total Revenue	1,413,325	1,426,769	1,353,099	1,346,778	1,340,765
Expenditures:					
Salaries and benefits	1,049,694	1,049,694	242,357	242,897	224,553
Contractual services	10,350	10,350	8,822	7,037	7,038
Supplies	28,864	28,864	6,341	12,778	12,358
Services and charges	89,817	89,817	53,038	48,713	58,407
Facility charges	200,674	200,674	37,762	46,763	33,102
Capital outlay	273,840	273,840	47,178	23,256	34,489
Encumbrances	-	-	-	-	-
Total Library Costs	1,653,239	1,653,239	395,498	381,444	369,947
Total expenditures	1,653,239	1,653,239	395,498	381,444	369,947
Revenue over (under) expenditures	(239,914)	(226,470)	957,601	965,334	970,818
Fund balance, beginning of year	485,680	495,068		495,068	548,628
Fund balance end of period	\$ 245,766	\$ 268,598		\$ 1,460,402	\$ 1,519,446

**City of Franklin
Tourism Commission
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 232,330	\$ 351,005
Accounts receivable	114,092	32,832
Total Assets	<u>\$ 346,422</u>	<u>\$ 383,837</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 7,718
Assigned fund balance	346,422	376,119
Total Liabilities and Fund Balance	<u>\$ 346,422</u>	<u>\$ 383,837</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:					
Room Taxes	\$ 342,506	\$ 342,506	\$ 70,869	\$ 114,092	\$ -
Investment Income	-	-	-	57	278
Donations	-	-	-	-	-
Total revenue	<u>342,506</u>	<u>342,506</u>	<u>70,869</u>	<u>114,149</u>	<u>278</u>
Expenditures:					
Personal Services	-	-	-	-	-
Legal Services	20,000	20,000	5,000	-	11,591
Sundry Contractors	300,000	300,000	187	-	375
Postage	-	-	-	162	133
Supplies & Printing	200	200	-	-	-
Training & Memberships	2,500	2,500	1,276	1,250	1,000
Tourism Events	20,000	20,000	-	-	-
Marketing	80,000	80,000	8,734	-	-
Advertising	40,000	40,000	10,000	425 E	25,424
Capital Outlay	5,000	5,000	1,250	-	-
Encumbrances	-	-	-	-	(25,424)
Total expenditures	<u>467,700</u>	<u>467,700</u>	<u>26,447</u>	<u>1,837</u>	<u>13,099</u>
Revenue over (under) expenditures	(125,194)	(125,194)	<u>44,422</u>	112,312	(12,821)
Fund balance, beginning of year	<u>496,440</u>	<u>496,440</u>		<u>234,110</u>	<u>388,940</u>
Fund balance, end of period	<u>\$ 371,246</u>	<u>\$ 371,246</u>		<u>\$ 346,422</u>	<u>\$ 376,119</u>

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,796,088	\$ 1,760,600
Tax Receivables	46	46
Accrued Receivables	35,545	1,910
Total Assets	<u>\$ 1,831,679</u>	<u>\$ 1,762,556</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 155,826
Accrued salaries & wages	-	227
Unearned Revenue	(801)	-
Restricted fund balance	1,832,480	1,606,503
Total Liabilities and Fund Balance	<u>\$ 1,831,679</u>	<u>\$ 1,762,556</u>

**Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

<u>Revenue</u>	<u>2022 Original Budget</u>	<u>2022 YTD Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Grants	\$ 69,300	-	\$ -	\$ -
User Fees	1,615,500	1,612,134	1,609,516	1,543,211
Landfill Operations-tippage	370,000	58,874	90,455	86,361
Investment Income	7,700	2,272	(766)	759
Sale of Recyclables	-	-	-	245
Total Revenue	<u>2,062,500</u>	<u>1,673,280</u>	<u>1,699,205</u>	<u>1,630,576</u>
Expenditures:				
Personnel Services	16,815	3,880	825	2,091
Refuse Collection	748,900	186,343	130,690	182,191
Recycling Collection	731,900	182,354	128,145	182,566
Leaf & Brush Pickups	61,350	28	-	140
Tippage Fees	495,000	70,978	37,326	68,167
Miscellaneous	3,000	928	1,260	1,325
Total expenditures	<u>2,056,965</u>	<u>444,511</u>	<u>298,246</u>	<u>436,480</u>
Revenue over (under) expenditures	5,535	<u>1,228,769</u>	1,400,959	1,194,096
Fund balance, beginning of year	<u>393,401</u>		<u>431,521</u>	<u>412,407</u>
Fund balance, end of period	<u>\$ 398,936</u>		<u>\$ 1,832,480</u>	<u>\$ 1,606,503</u>

**City of Franklin
Utility Development Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments - Water	\$ 1,091,838	\$ 1,070,194
Cash and investments - Sewer	1,423,162	1,326,699
Taxes receivable	-	(5,000)
Special Assessment - Water Current	112,340	43,720
Special Assessment - Water Deferred	20,071	136,365
Special Assessment - Sewer Current	78,974	105,205
Special Assessment - Sewer Deferred	-	-
Reserve for Uncollectible	-	(16,776)
Total Assets	<u>\$ 2,726,385</u>	<u>\$ 2,660,407</u>
 <u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 211,385	268,514
Total Fund Balance	2,515,000	2,391,893
Total Liabilities and Fund Balance	<u>\$ 2,726,385</u>	<u>\$ 2,660,407</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:				
Special Assessments-				
Water	\$ 10,000	\$ 1,686	\$ 427	\$ -
Sewer	27,800	4,874	-	-
Connection Fees-				
Sewer	27,000	2,670	18,284	2,100
 Total Assessments & Connection Fees	 64,800	 9,230	 18,711	 2,100
Special Assessment Interest	6,500	17	2	-
Investment Income	5,500	1,375	529	1,616
Total revenue	<u>76,800</u>	<u>10,622</u>	<u>19,242</u>	<u>3,716</u>
 Transfer to Capital Improvement Fund				
Water	1,046,450	261,612	-	-
Sewer	500,000	125,000	-	-
Total Transfers to Capital Improven	<u>1,546,450</u>	<u>386,612</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(1,469,650)	(375,990)	19,242	3 716
Fund balance, beginning of year	<u>2,441,277</u>	<u>2,495,758</u>	<u>2,495,758</u>	<u>2,388,177</u>
Fund balance, end of period	<u>\$ 971,627</u>	<u>\$ 2,119,768</u>	<u>\$ 2,515,000</u>	<u>\$ 2,391,893</u>

**City of Franklin
Development Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 7,909,995	\$ 6,427,795
Advances to Other Funds	1,700,000	2,800,000
Total Assets	\$ 9,609,995	\$ 9,227,795
 <u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 219,757	\$ 337,643
Accounts Payables	331	-
Assigned fund balance	9,389,907	8,890,152
Total Liabilities and Fund Balance	9,609,995	9,227,795

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022</u> <u>Original</u> <u>Budget</u>	<u>2022</u> <u>Amended</u> <u>Budget</u>	<u>2022</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue:					
Impact Fee Parks	\$ 316,485	\$ 316,485	\$ 54,766	\$ 27,961	\$ 30,362
Southwest Sewer Service Area	368,610	368,610	64,723	28,009	35,301
Administration	73,040	73,040	8,994	2,172	880
Water	701,623	701,623	97,348	71,662	50,604
Transportation	375,362	375,362	29,343	38,337	10,497
Fire Protection	257,444	257,444	31,974	26,351	7,183
Law Enforcement	294,498	294,498	40,146	30,187	8,223
Library	49,229	49,229	9,269	4,907	5,325
Total Impact Fees	2,436,291	2,436,291	336,563	229,586	148,375
Investment Income	70,000	70,000	17,500	1,552	1,395
Investment Gains/Losses	-	-	-	(328)	-
Interfund Interest Income	60,000	60,000	15,000	21,250	29,567
Total revenue	2,566,291	2,566,291	369,063	252,060	179,337
Expenditures:					
Other Professional Services	25,000	28,246	3,721	3,578 E	3,321
Transfer to Debt Service					
Law Enforcement	175,000	175,000	43,750	-	180,900
Fire	127,750	127,750	46,017	-	-
Transportation	312,375	312,375	108,107	-	-
Library	305,000	305,000	76,250	-	-
Total Transfers to Debt Service	920,125	920,125	274,124	-	180,900
Transfer to Capital Improvement Fund					
Park	904,040	904,040	14,846	93,000 E	93,000
Water	3,674,325	3,674,325	918,581	-	-
Total Transfers to Capital Improve	4,578,365	4,578,365	933,427	93,000	93,000
Encumbrances	-	-	-	(94,755)	(96,321)
Total expenditures	5,523,490	5,526,736	1,211,272	1,823	180,900
Revenue over (under) expenditures	(2,957,199)	(2,960,445)	(842,209)	250,237	(1,563)
Fund balance, beginning of year	9,168,115	9,139,670		9,139,670	8,891,715
Fund balance, end of period	\$ 6,210,916	\$ 6,179,225		\$ 9,389,907	\$ 8,890,152

City of Franklin

Development Fund

Summary of Impact Fee Activity For the three months ended March 31, 2022 Preliminary

Cash Acct Revenue Acct Expenditure Acct	4292		4293		4294		4295		4296		4297		4299		27 1100 1111 27 2000 2117	
	Parks Recreation	SW Sewer	Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library	Net Cash Balance							
Beginning Bal, 01/01/22	5,109,161.75	376,803.89	87,231.17	3,071,660.88	104,617.60	253,921.69	51,548.69	135,113.24	9,139,670							
1st Quarter																
Impact Fees	27,960.68	28,009.00	2,171.54	71,662.50	38,336.84	26,351.32	30,187.42	4,906.70	229,586							
Expenditures	-	(1,491.00)	(331.50)	^{2.00}	^{1.00}				(1,823)							
subtotal	5,137,122.43	403,321.89	89,071.21	3,143,323.38	142,954.44	280,273.01	81,736.11	140,019.94	9,367,433							
Transfers									0							
Investment Income	12,798.17	984.10	222.40	7,839.96	312.30	673.87	168.13	347.07	23,346							
Ending balance 3/31/2022	5,149,920.60	404,305.99	89,293.61	3,151,163.34	143,266.74	280,946.88	81,904.24	140,367.01	9,390,779							
2022 Impact Fees	27,961	28,009	2,172	71,663	38,337	26,351	30,187	4,907	229,586							
2021 Impact Fees	135,331	181,864	4,628	262,089	61,010	41,813	47,854	23,745	758,334							
2020 Impact Fees	259,254	113,304	6,713	570,239	69,495	61,149	89,461	60,698	1,230,313							
2019 Impact Fees	948,902	48,440	21,684	1,158,186	113,102	174,135	322,218	262,058	3,048,725							
2018 Impact Fees	869,037	4,689	20,625	938,441	55,533	136,410	250,076	243,988	2,518,799							
2017 Impact Fees	66,591	0	2,695	122,539	19,218	17,970	33,017	19,363	281,413							
2016 Impact Fees	209,983	0	4,950	210,581	8,570	30,198	56,096	57,725	578,103							
2015 Impact Fees	137,670	2,928	3,630	133,352	20,533	27,116	50,222	38,626	413,977							
2014 Impact Fees	184,592	17,568	5,830	235,415	51,436	48,134	88,431	51,821	683,227							
2013 Impact Fees	317,206	11,712	6,160	427,429	31,829	45,110	82,280	66,179	987,905							

* Funded by an Administrative Fee not an impact fee

1 Debt service payments

2 Oversizing payments made

Scheduled	
Unpaid Balance @	73,499
Deferred principal & interest	570,450
	<u>270,444</u>
Oversizing payments due in future periods	1,449,632
	<u>896,953</u>

**City of Franklin
Debt Service Funds
Balance Sheet
March 31, 2022 and 2021**

	2022 Special Assessment	2022 Debt Service	2022 Total	2021 Special Assessment	2021 Debt Service	2021 Total
Assets						
Cash and investments	\$ 185 887	\$ 258 909	\$ 444 796	\$ 204,757	\$ (13)	\$ 204 744
Accounts receivable	12 780		12,780	15,839		15,839
Total Assets	<u>\$ 198 667</u>	<u>\$ 258,909</u>	<u>\$ 457 576</u>	<u>\$ 220 596</u>	<u>\$ (13)</u>	<u>\$ 220,583</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 12,780	-	\$ 12,780	\$ 15 838	-	\$ 15 838
Unassigned fund balance	185 887	258,909	444,796	204,758	(13)	204 745
Total Liabilities and Fund Balance	<u>\$ 198 667</u>	<u>\$ 258 909</u>	<u>\$ 457,576</u>	<u>\$ 220,596</u>	<u>\$ (13)</u>	<u>\$ 220,583</u>

**Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	2022 Special Assessment	2022 Debt Service	2022 Year-to-Date Actual	2022 Original Budget	2021 Special Assessment	2021 Debt Service	2021 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1 100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1 100,000
Special Assessments	-	-	-	2,000	2,855		2 855
Investment Income	37	186	223	3,250	775	400	1 175
Total Revenue	<u>37</u>	<u>1 100,186</u>	<u>1 100,223</u>	<u>1,105,250</u>	<u>3,630</u>	<u>1 100 400</u>	<u>1,104 030</u>
Expenditures:							
Debt Service							
Principal	-	1 070,000	1,070,000	970,000	-	1 480,000	1,480,000
Interest	-	90,506	90,506	196,144	-	75 856	75 856
Bank Fees	-	1,600	1,600	1,200	-	1 200	1,200
Total expenditures	<u>-</u>	<u>1,162 106</u>	<u>1,162,106</u>	<u>1,167,344</u>	<u>-</u>	<u>1,557,056</u>	<u>1,557,056</u>
Transfers in	-	-	-	31,476	-	180 900	180 900
Transfers out	-	-	-	(31,476)	-	-	-
Net change in fund balances	<u>37</u>	<u>(61 920)</u>	<u>(61,883)</u>	<u>(62,094)</u>	<u>3,630</u>	<u>(275 756)</u>	<u>(272 126)</u>
Fund balance, beginning of year	<u>185 850</u>	<u>320,829</u>	<u>506,679</u>	<u>506,679</u>	<u>201 128</u>	<u>275 743</u>	<u>476,871</u>
Fund balance, end of period	<u>\$ 185 887</u>	<u>\$ 258,909</u>	<u>\$ 444,796</u>	<u>\$ 444 585</u>	<u>\$ 204,758</u>	<u>\$ (13)</u>	<u>\$ 204,745</u>

City of Franklin
Consolidating TID Funds
Balance Sheet
As of March 31, 2022

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Assets							
Cash & Investments	\$ 2,456,700	\$ 981,343	\$ 451,967	\$ (261,838)	\$ 1,768,265	\$ 3,309,781	\$ 8,706,218
Accounts Receivables					3,347,737		3,347,737
Total Assets	\$ 2,456,700	\$ 981,343	\$ 451,967	\$ (261,838)	\$ 5,116,002	\$ 3,309,781	\$ 12,053,955
Liabilities and Fund Balance							
Accounts Payable	\$ -	\$ 3,375	\$ -	\$ 34,733	\$ 1,950	\$ 71,904	\$ 111,962
Advances from Other Funds		200,000			1,500,000		1,700,000
Deferred Inflow					4,500,000		4,500,000
Total Liabilities		203,375		34,733	6,001,950	71,904	6,311,962
Ending Fund Balance	2,456,700	777,968	451,967	(296,571)	(885,948)	3,237,877	5,741,993
Total Liabilities and Fund Balance	2,456,700	981,343	451,967	(261,838)	5,116,002	3,309,781	12,053,955

GO Debt Outstanding	\$						\$
Internal Advances Outstanding	\$	200,000					\$ 1,700,000
MFO Outstanding							\$
*** Additional MFO's committed to, but not issued							

Statement of Revenue, Expenses and Fund Balance
March 31, 2022 and 2021

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Revenue							
General Property Tax Levy	\$ 1,757,899	\$ 1,256,923	\$ 1,104,667	\$ 34,611	\$ 431,370	\$ 85,264	\$ 4,670,734
Investment Income	546	314	36	218	135,055	453	136,622
Total revenue	1,758,445	1,257,237	1,104,703	34,829	566,425	85,717	4,807,356
Expenditures							
Debt Service Principal	\$ 965,000	\$ -	\$ 710,000	\$ 160,000	\$ -	\$ -	\$ 1,835,000
Debt Service Interest & Fees	20,625	8,125	349,908	133,126	76,752	312	588,848
Administrative Expenses	1,230	1,230	1,530	5,280	1,530	20,730	31,530
Professional Services		68,319	90	15,880	414	313,079	397,782
Capital outlay		160,789	65,332	142,900	155,063	7,446	531,560
Encumbrances		(219,581)		(116,622)	7,500	(194,797)	(623,500)
Total expenditures	1,006,855	18,882	1,126,860	340,564	241,279	146,770	2,881,210
Excess of revenue over expenditures	751,590	1,238,355	(22,157)	(305,735)	325,146	(61,053)	1,926,146
Fund balance beginning of year	1,705,110	(460,387)	474,124	9,164	(1,211,094)	3,298,930	3,815,847
Fund balance end of period	\$ 2,456,700	\$ 777,968	\$ 451,967	\$ (296,571)	\$ (885,948)	\$ 3,237,877	\$ 5,741,993

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
March 31, 2022 and 2021
Prior Year Unaudited - Preliminary

<u>Assets</u>	2022	2021
Cash & investments	\$ 2,456,700	\$ 1,227,307
Accounts receivable	0	15,734
Taxes receivable	0	(2)
Total Assets	<u>\$ 2,456,700</u>	<u>\$ 1,243,039</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$	\$ 150
Accrued Liabilities	0	\$ 865,126
Unearned Revenue	0	(2)
Total Liabilities		<u>865,274</u>
Assigned fund balance	<u>2,456,700</u>	<u>377,765</u>
Total Liabilities and Fund Balance	<u>\$ 2,456,700</u>	<u>\$ 1,243,039</u>

Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,843,100	\$ 1,843,100	\$ 1,843,100	\$ 1,757,899	\$ 2,130,519
State exempt aid	509,100	509,100	8,275	-	-
Bond proceeds	2,500	2,500	945	546	1,204
Total revenue	<u>2,354,700</u>	<u>2,354,700</u>	<u>1,852,320</u>	<u>1,758,445</u>	<u>2,131,723</u>
Expenditures					
Debt service principal	985,000	985,000	985,000	985,000	965,000
Debt service interest & fees	26,521	26,521	10,520	20,625	35,100
Administrative expenses	4,920	4,920	1,230	1,230	1,230
Professional services	6,350	6,350	1,588	-	1,839
Development incentive & obligation payments	-	-	-	-	1,050,225
Total expenditures	<u>1,022,791</u>	<u>1,022,791</u>	<u>998,338</u>	<u>1,006,855</u>	<u>2,053,394</u>
Revenue over (under) expenditures	1,331,909	1,331,909	853,982	751,590	78,329
Fund balance, beginning of year	-	-	1,705,110	1,705,110	299,436
Fund balance, end of period	<u>\$ 1,331,909</u>	<u>\$ 1,331,909</u>	<u>\$ 2,559,092</u>	<u>\$ 2,456,700</u>	<u>\$ 377,765</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
As of March 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 981,343	\$ 996,419
Total Assets	<u>\$ 981,343</u>	<u>\$ 996,419</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 3,375	\$ 76,433
Due to other funds - Interfund Advance	-	1,300,000
Advances from Other Funds	<u>200,000</u>	<u>-</u>
Total Liabilities	203,375	1,376,433
Assigned fund balance	<u>777,968</u>	<u>(380,014)</u>
Total Liabilities and Fund Balance	<u>\$ 981,343</u>	<u>\$ 996,419</u>

Statement of Revenue, Expenses and Fund Balance
March 31, 2022 and 2021

	2022	2022	2022	2022	2021
	Annual	Amended	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Budget	Actual	Actual
Revenue					
General Property Tax Levy	\$ 1,314,900	\$ 1,314,900	\$ 1,314,900	\$ 1,256,923	\$ 1,160,642
Payment in Lieu of Tax	-	-	-	-	58,830
State Exempt Aid	53,700	53,700	9,275	-	-
Investment Income	<u>2,500</u>	<u>2,500</u>	<u>625</u>	<u>314</u>	<u>784</u>
Total Revenue	<u>1,371,100</u>	<u>1,371,100</u>	<u>1,324,800</u>	<u>1,257,237</u>	<u>1,220,256</u>
Expenditures					
Debt service interest & fees	9,375	9,375	2,344	8,125	15,625
Administrative expenses	4,920	4,920	1,230	1,230	1,230
Professional services	6,150	74,469	1,538	68,319	195,927
Capital outlays	-	160,789	-	160,789	806,239
Encumbrances	-	-	-	(219,581)	(939,175)
Total expenditures	<u>20,445</u>	<u>249,553</u>	<u>5,112</u>	<u>18,882</u>	<u>79,846</u>
Revenue over (under) expenditures	1,350,655	1,121,547	1,319,688	1,238,355	1,140,410
Fund balance, beginning of year	<u>-</u>	<u>(460,387)</u>	<u>(460,387)</u>	<u>(460,387)</u>	<u>(1,520,424)</u>
Fund balance, end of period	<u>\$ 1,350,655</u>	<u>\$ 661,160</u>	<u>\$ 859,301</u>	<u>\$ 777,968</u>	<u>\$ (380,014)</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
As of March 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 451,967	\$ 790,442
Accounts receivable	-	22,646
Taxes receivable	-	3,000
Total Assets	<u>\$ 451,967</u>	<u>\$ 816,088</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ 303
Unearned Revenue	\$ -	\$ 3,000 00
Total Liabilities	-	3,303
Assigned fund balance	451,967	812,785
Total Liabilities and Fund Balance	<u>\$ 451,967</u>	<u>\$ 816,088</u>

Statement of Revenue, Expenses and Fund Balance
March 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,199,300	\$ 1,199,300	\$ 501,000	\$ 1,104,667	\$ 478,853
Payment in Lieu of Tax	90,000	90,000	22,500		90,585
State Exempt Aid	12,900	12,900	3,225	-	-
Investment Income	-			36	63
Miscellaneous revenue	141,000	141,000	35,250	-	79,585
Total Revenue	<u>1,443,200</u>	<u>1,443,200</u>	<u>561,975</u>	<u>1,104,703</u>	<u>649,086</u>
Expenditures					
Debt service principal	710,000	710,000	177,500	710,000	-
Debt service interest & fees	690,010	690,010	228,604	349,908	300,315
Administrative expenses	7,120	7,120	1,624	1,530	3,240
Professional services	750	750	326	90	16,782
Capital outlays	-	-	-	65,332	-
Encumbrances	-	-	-	-	(16,279)
Total expenditures	<u>1,407,880</u>	<u>1,407,880</u>	<u>408,054</u>	<u>1,126,860</u>	<u>304,058</u>
Revenue over (under) expenditures	35,320	35,320	153,921	(22,157)	345,028
Fund balance beginning of year	<u>(5,875)</u>	<u>474,124</u>	<u>474,124</u>	<u>474,124</u>	<u>467,757</u>
Fund balance end of period	<u>\$ 29,445</u>	<u>\$ 509,444</u>	<u>\$ 628,045</u>	<u>\$ 451,967</u>	<u>\$ 812,785</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
As of March 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ (261,838)	\$ 453,218
Total Assets	<u>\$ (261,838)</u>	<u>\$ 453,218</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 34,733	\$ 1,685
Total Liabilities	<u>34,733</u>	<u>1,685</u>
Assigned fund balance	<u>(296,571)</u>	<u>451,533</u>
Total Liabilities and Fund Balance	<u>\$ (261,838)</u>	<u>\$ 453,218</u>

Statement of Revenue, Expenses and Fund Balance
March 31, 2022 and 2021

	2022	2022	2022	2021
	Annual	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Actual	Actual
Revenue				
General Property Tax Levy	\$ 37,500	\$ 9,375	\$ 34,611	\$ -
Payment in Lieu of Tax	572,800	143,200	-	-
Investment Income	\$ -	\$ -	\$ 218	\$ 303
Bond Proceeds	1,650,000	412,500	-	-
Miscellaneous revenue	-	-	-	90
Total Revenue	<u>2,260,300</u>	<u>565,075</u>	<u>34,829</u>	<u>393</u>
Expenditures				
Debt service principal	160,000	40,000	160,000	-
Debt service interest & fees	338,054	121,240	133,126	120,544
Administrative expenses	21,120	5,280	5,280	10,365
Professional services	9,550	2,400	15,880	4,065
Capital outlays	1,500,000	375,000	142,900	-
Encumbrances	-	-	(116,622)	-
Total expenditures	<u>2,028,724</u>	<u>543,920</u>	<u>340,564</u>	<u>134,974</u>
Revenue over (under) expenditures	231,576	21,155	(305,735)	(134,581)
Fund balance, beginning of year	<u>44,157</u>	<u>9,164</u>	<u>9,164</u>	<u>586,114</u>
Fund balance, end of period	<u>\$ 275,733</u>	<u>\$ 30,319</u>	<u>\$ (296,571)</u>	<u>\$ 451,533</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
As of March 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 1 768 265	\$ 248 366
Accounts receivable	3,347,737	4 500,000
Total Assets	<u>\$ 5 116,002</u>	<u>\$ 4 748 366</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 1,950	\$ 150
Advances from Other Funds	\$ 1 500,000	\$ 1 500 000
Deferred Inflow	4,500,000	4 500 000
Total Liabilities	<u>6,001,950</u>	<u>6,000,150</u>
Assigned fund balance	<u>(885,948)</u>	<u>(1,251,784)</u>
Total Liabilities and Fund Balance	<u>\$ 5 116,002</u>	<u>\$ 4 748,366</u>

Statement of Revenue, Expenses and Fund Balance
March 31, 2022 and 2021

	2022	2022	2022	2022	2021
	Annual	Amended	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Budget	Actual	Actual
Revenue					
General Property Tax Levy	\$ 468,300	\$ 468,300	\$ 12,500	\$ 431,370	\$ 11,911
Investment Income	210,000	210 000	52,500	135,055	136 068
Total Revenue	<u>678 300</u>	<u>678,300</u>	<u>65,000</u>	<u>566,425</u>	<u>147,979</u>
Expenditures					
Debt service interest & fees	127 023	127,023	31,756	76,752	77,570
Administrative expenses	6,120	6,120	1,530	1,530	1,530
Professional services	16,150	16,150	4 038	414	6,050
Capital outlays	-	-	-	155,083	-
Development incentive & obligation payments	765,000	765,000	191 250	-	-
Encumbrances	-	-	-	7,500	(5,900)
Total expenditures	<u>914,293</u>	<u>914,293</u>	<u>228,574</u>	<u>241,279</u>	<u>79,250</u>
Revenue over (under) expenditures	(235 993)	(235,993)	(163,574)	325 146	68,729
Fund balance beginning of year	<u>5,875</u>	<u>(1,211 094)</u>	<u>(1,211,094)</u>	<u>(1,211,094)</u>	<u>(1,320,513)</u>
Fund balance end of period	<u>\$ (230,118)</u>	<u>\$ (1,447,087)</u>	<u>\$ (1,374 668)</u>	<u>\$ (885,948)</u>	<u>\$ (1,251,784)</u>

City of Franklin
Tax Increment Financing District #8 - Corporate Park
Balance Sheet
As of March 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 3,309,781	\$ 21,398
Total Assets	<u>\$ 3,309,781</u>	<u>\$ 21,398</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 71,904	\$ 11,450
Advances from Other Funds	\$ -	\$ 100,000
Total Liabilities	<u>71,904</u>	<u>111,450</u>
Assigned fund balance	<u>3,237,877</u>	<u>(90,052)</u>
Total Liabilities and Fund Balance	<u>\$ 3,309,781</u>	<u>\$ 21,398</u>

Statement of Revenue, Expenses and Fund Balance
March 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 89,400	\$ 89,400	\$ 22,350	\$ 85,264	\$ -
Investment Income	-	-	-	453	-
Bond Proceeds	<u>\$ 6,000,000</u>	<u>\$ 6,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenue	<u>6,089,400</u>	<u>6,089,400</u>	<u>22,350</u>	<u>85,717</u>	<u>-</u>
Expenditures					
Debt service interest & fees	102,500	102,500	25,625	312	-
Administrative expenses	82,920	82,920	20,730	20,730	11,625
Professional services	3,750	282,613	938	313,079	29,748
Capital outlays	5,750,000	5,757,446	1,437,500	7,446	1,311
Encumbrances	-	-	-	(194,797)	(15,843)
Total expenditures	<u>5,939,170</u>	<u>6,225,479</u>	<u>1,484,793</u>	<u>146,770</u>	<u>26,841</u>
Revenue over (under) expenditures	150,230	(136,079)	(1,462,443)	(61,053)	(26,841)
Fund balance, beginning of year	<u>3,298,930</u>	<u>3,298,930</u>	<u>3,298,930</u>	<u>3,298,930</u>	<u>(63,211)</u>
Fund balance, end of period	<u>\$ 3,449,160</u>	<u>\$ 3,162,851</u>	<u>\$ 1,836,487</u>	<u>\$ 3,237,877</u>	<u>\$ (90,052)</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,096,841	\$ 908,095
Accounts Receivables	79,523	72
Total Assets	<u>\$ 1,176,364</u>	<u>\$ 908,167</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 53,837	\$ 63,974
Assigned fund balance	1,122,527	844,193
Total Liabilities and Fund Balance	<u>\$ 1,176,364</u>	<u>\$ 908,167</u>

**Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

<u>Revenue</u>	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Property Taxes	\$ 53,300	\$ 53,300	\$ 53,300	\$ 53,300	\$ 296,000
Grants	23,000	23,000	5,750	2,425	2,038
Landfill Siting	925,000	925,000	132,610	213,685	145,341
Investment Income	2,500	2,500	625	(387)	494
Miscellaneous Revenue	40,000	40,000	6,245	-	775
Transfers from Other Funds	340,000	340,000	85,000	-	-
Total Revenue	<u>1,383,800</u>	<u>1,383,800</u>	<u>283,530</u>	<u>269,023</u>	<u>444,648</u>
Expenditures:					
General Government	383,540	383,540	44,203	765	10,247
Public Safety	431,452	463,860	162,876	90,079 E	313,237
Public Works	358,822	386,382	52,700	251,834 E	445,743
Health and Human Services	30,000	30,000	7,500	-	-
Culture and Recreation	236,000	236,000	59,000	30,942	14,359
Conservation and Development	46,500	176,137	11,625	129,973 E	-
Contingency	50,000	50,000	-	-	-
Encumbrances	-	-	-	(352,299)	(490,888)
Total expenditures	<u>1,536,314</u>	<u>1,725,919</u>	<u>337,904</u>	<u>151,294</u>	<u>292,698</u>
Revenue over (under) expenditures	(152,514)	(342,119)	<u>(54,374)</u>	117,729	151,950
Fund balance, beginning of year	<u>681,543</u>	<u>1,004,798</u>		<u>1,004,798</u>	<u>692,243</u>
Fund balance, end of period	<u>\$ 529,029</u>	<u>\$ 662,679</u>		<u>\$ 1,122,527</u>	<u>\$ 844,193</u>

**City of Franklin
Equipment Replacement Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,462,982	\$ 2,277,786
Accounts Receivable	76,820	-
Total Assets	\$ 1,539,802	\$ 2,277,786
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	1,539,802	2,277,786
Total Liabilities and Fund Balance	\$ 1,539,802	\$ 2,277,786

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022</u> <u>Original</u> <u>Budget</u>	<u>2022</u> <u>Amended</u> <u>Budget</u>	<u>2022</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue:					
Landfill	\$ 615,000	\$ 615,000	\$ 88,333	\$ 165,180	\$ 95,800
Investment Income	5,000	5,000	1,250	(1,730)	797
Property Sales	96,000	96,000	2,514	-	-
Total revenue	716,000	716,000	92,097	163,450	96,597
Expenditures:					
Public Safety	768,467	768,467	503,202	746,732 E	355,305
Public Works	1,063,000	1,265,000	120,790	1,008,212 E	500,835
Encumbrances	-	-	-	(901,079)	(647,493)
Total expenditures	1,831,467	2,033,467	623,992	853,865	208,647
Revenue over (under) expenditures	(1,115,467)	(1,317,467)	(531,895)	(690,415)	(112,050)
Fund balance, beginning of year	1,664,036	2,230,217		2,230,217	2,389,836
Fund balance, end of period	\$ 548,569	\$ 912,750		\$ 1,539,802	\$ 2,277,786

**City of Franklin
Capital Improvement Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 3,068,090	\$ 2,007,097
Due from State of Wisconsin	65,672	-
Accounts receivables	4,768	737,129
Total Assets	<u>\$ 3,138,530</u>	<u>\$ 2,744,226</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 72,871	\$ 139,639
Deferred Inflow	-	508,000
Assigned fund balance	3,065,659	2,096,587
Total Liabilities and Fund Balance	<u>\$ 3,138,530</u>	<u>\$ 2,744,226</u>

**Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Totals</u>	<u>2021 Year-to-Date Totals</u>
Revenue:					
Block Grants	\$ 560,000	\$ 560,000	\$ 140,000	\$ -	\$ -
Other Grants-NEXT Gen 911 Grant	-	-	-	65,672	-
Landfill Siting	75,000	75,000	11,216	13,740	226,792
Transfers from Other Funds	4,736,425	4,736,425	-	-	-
Transfers from Impact Fees	5,343,490	5,343,490	82,669	-	-
Transfers from Connection Fees	1,475,950	1,475,950	368,988	-	-
Investment Income	3,000	3,000	750	(3)	1,205
Total revenue	<u>12,193,865</u>	<u>12,193,865</u>	<u>603,623</u>	<u>79,409</u>	<u>227,997</u>
Expenditures:					
General Government	1,721,200	1,721,200	430,300	(66,458)	(56,873)
Public Safety	211,000	211,000	52,750	-	139,311
Public Works	849,500	1,037,262	212,375	195,943	962,491
Health and Human Services					
Culture and Recreation	2,252,806	2,352,334	563,202	522,246	212,391
Sewer & Water	8,515,500	8,515,500	2,003,875	-	-
Contingency	140,000	140,000	24,977	-	170
Encumbrances	-	-	-	(497,541)	(1,103,287)
Total expenditures	<u>13,690,006</u>	<u>13,977,296</u>	<u>3,287,479</u>	<u>154,190</u>	<u>154,203</u>
Revenue over (under) expenditures	(1,496,141)	(1,783,431)	<u>(2,683,856)</u>	(74,781)	73,794
Fund balance, beginning of year	1,497,593	3,140,440		3,140,440	2,022,793
Fund balance end of period	<u>\$ 1,452</u>	<u>\$ 1,357,009</u>		<u>\$ 3,065,659</u>	<u>\$ 2,096,587</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,307,469	\$ 633,320
Accounts receivables	35,670	-
Total Assets	<u>\$ 1,343,139</u>	<u>\$ 633,320</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 41,152	\$ -
Assigned fund balance	1,301,987	633,220
Total Liabilities and Fund Balance	<u>\$ 1,343,139</u>	<u>\$ 633,220</u>

**Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
	<u>Original</u>	<u>Amended</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Budget</u>	<u>Budget</u>	<u>Totals</u>	<u>Totals</u>
Revenue:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Landfill Siting	\$205,000	\$205,000	\$65,130	26,420
Investment Income	2,000	2,000	(807)	268
Transfers from Other Funds	140,000	140,000	-	-
Intergovernmental Resources	1,240,000	1,240,000	297,500	3,642
Total revenue	<u>1,587,000</u>	<u>1,587,000</u>	<u>361,823</u>	<u>30,330</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,494,000	1,494,000	(84,233) E	(84,233)
Encumbrances	-	-	84,233	84,233
Total expenditures	<u>1,494,000</u>	<u>1,494,000</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	93,000	93,000	361,823	30,330
Fund balance, beginning of year	854,490	940,164	940,164	602,890
Fund balance, end of period	<u>\$ 947,490</u>	<u>\$ 1,033,164</u>	<u>\$ 1,301,987</u>	<u>\$ 633,220</u>

**City of Franklin
Sanitary Sewer Fund
Comparative Balance Sheet
March 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<u>Assets</u>		
Current assets		
Cash and investments	\$ 4,869,509	\$ 1,556,367
Accounts receivable	1,149,758	1,134,000
Miscellaneous receivable	73,834	73,834
Total current assets	<u>6,093,101</u>	<u>2,764,201</u>
Non current assets		
Due from MMSD	14,973,399	16,280,068
Sanitary Sewer plant in service		
Land	725,594	725,594
Buildings and improvements	3,325,768	3,325,768
Improvements other than buildings	85,292,266	84,169,122
Machinery and equipment	1,178,027	1,231,869
Construction in progress	4,706,968	4,651,335
	<u>95,228,623</u>	<u>94,103,688</u>
Less accumulated depreciation	<u>(29,375,835)</u>	<u>(27,210,417)</u>
Net sanitary sewer plant in service	<u>65,852,788</u>	<u>66,893,271</u>
Deferred assets		
Pension assets	232,450	232,450
Total Assets	<u>\$ 87,151,738</u>	<u>\$ 86,169,990</u>
<u>Liabilities and Net Assets</u>		
Current liabilities		
Accounts payable	\$ 677,898	\$ 74,678
Accrued liabilities	19,044	648,422
Due to General Fund - non-interest bearing	61,695	61,695
Total current liabilities	<u>758,637</u>	<u>784,795</u>
Non current liabilities		
Accrued compensated absences	80,893	77,058
Pension liability (GASB 68)	(11,855)	(11,855)
Bonds Payable with Premium	3,005,000	-
General Obligation Notes payable - CWF	14,973,400	16,280,069
Total liabilities	<u>18,806,075</u>	<u>17,130,067</u>
Deferred inflows		
Pension liabilities	321,366	321,366
Net Assets		
Invested in capital assets, net of related debt	50,879,389	50,613,203
Restricted balances - LT receivable	14,973,399	16,280,068
Retained earnings	2,171,509	1,825,286
Total net assets	<u>68,024,297</u>	<u>68,718,557</u>
Total Liabilities and Net Assets	<u>\$ 87,151,738</u>	<u>\$ 86,169,990</u>

City of Franklin
Sanitary Sewer Fund
Statement of Revenue, Expenditures,
and Changes in Net Assets
For the Three months ended March 31, 2022 and 2021

	2022 Amended Budget	2022 Year-to-Date Budget	Current Year-to-Date Totals	Prior Year-to-Date Totals
Operating Revenue				
Residential	\$ 2,485,300	\$ 620,116	\$ 623,892	\$ 596,264
Commercial	650,000	148,180	150,908	144,797
Industrial	509,600	138,788	100,319	122,525
Public Authority	178,000	47,750	38,235	41,152
Penalties/Other	37,000	6,376	4,384	3,086
Multi Family	564,300	141,075	150,997	141,637
Total Operating Revenue	<u>4,424,200</u>	<u>1,102,285</u>	<u>1,068,735</u>	<u>1,049,461</u>
Operating Expenditures				
Salaries and benefits	\$ 584,825	\$ 157,308	\$ 154,573	\$ 144,910
Contractual services	159,600	74,260	68,375	57,879
Supplies	111,300	27,825	12,551	22,336
Facility charges	55,900	14,584	14,213	9,924
Shared meter costs	7,050	1,762	-	-
Sewer service - MMSD	2,700,000	675,000	643,667	637,066
Other operating costs	26,850	7,256	6,383	4,481
Allocated expenses	149,410	37,352	39,350	34,920
Sewer improvements	620,314	122,562	133,612	37,836
Depreciation	275,000	68,750	69,000	57,630
Encumbrances	-	-	(64,964)	(9,545)
Total operating expenditures	<u>4,690,249</u>	<u>1,186,659</u>	<u>1,076,760</u>	<u>997,437</u>
Operating Income (Loss)	<u>(266,049)</u>	<u>(84,374)</u>	<u>(8,025)</u>	<u>52,024</u>
Non-Operating Revenue (Expenditures)				
Intergovernmental	190,000	47,500	-	-
Miscellaneous income	2,000	424	540	350
Taxes	(3,100)	(775)	-	-
Investment income	357,164	89,291	1,291	942
Interest expense	(485,314)	(121,329)	(17,483)	-
Capital expenditures	(2,439,213)	(2,375)	(2,429,781)	(100,641)
Encumbrances	-	-	2,419,348	100,641
Total non-operating revenue (expenditures)	<u>(2,378,463)</u>	<u>12,736</u>	<u>(26,085)</u>	<u>1,292</u>
Income (Loss) before Capital Contributions	<u>(2,644,512)</u>	<u>(71,638)</u>	<u>(34,110)</u>	<u>53,316</u>
Retained Earnings- Beginning	2,020,272	2,020,272	2,020,272	1,766,134
Transfer (to) from Invested in Capital Assets	704,735	176,184	185,347	5,836
Retained Earnings- Ending	<u>80,495</u>	<u>2,124,818</u>	<u>2,171,509</u>	<u>1,825,286</u>
Capital Contributions	1,425,000	356,250	-	
Depreciation - CIAC	(2,045,000)	(511,250)	(511,500)	(504,990)
Transfer (to) from Retained Earnings	(704,735)	(176,184)	(185,347)	(5,836)
Change in Net Investment in Capital Assets	<u>(1,324,735)</u>	<u>(331,184)</u>	<u>(696,847)</u>	<u>(510,826)</u>
Net Investment in Capital Assets-Beginning	<u>63,253,260</u>	<u>66,549,635</u>	<u>66,549,635</u>	<u>67,404,097</u>
Net Investment in Capital Assets-Ending	<u>72,092,532</u>	<u>66,218,451</u>	<u>65,852,788</u>	<u>66,893,271</u>
Total net assets	<u>\$ 72,173,027</u>	<u>\$ 68,343,269</u>	<u>\$ 68,024,297</u>	<u>\$ 68,718,557</u>

Franklin Municipal Water Utility
Comparative Balance Sheet
March 31, 2022 & 2021

Assets	2022	2021
Current Assets		
Cash and investments	\$ 3,603,582	\$ 3,040,650
Accounts receivable	1,419,406	1,456,392
Total current assets	<u>5,022,988</u>	<u>4,497,042</u>
Utility plant in service		
Land	162,885	162,885
Buildings and improvements	3,414,033	3,414,033
Construction in Progress	2,132,763	2,019,579
Improvements other than buildings	64,770,729	63,681,798
Machinery and equipment	4,649,609	4,691,985
	<u>75,130,019</u>	<u>73,970,280</u>
Less accumulated depreciation	<u>24,208,649</u>	<u>22,997,738</u>
Net utility plant in service	<u>50,921,370</u>	<u>50,972,542</u>
Deferred Assets:		
Pension Assets	232,638	232,638
Deferred Costs	-	-
Total deferred assets	<u>232,638</u>	<u>232,638</u>
Total Assets	<u>\$ 56,176,996</u>	<u>\$ 55,702,222</u>
Liabilities and Net Assets		
Liabilities:		
Accounts payable	\$ 91,924	\$ 27,020
Accrued liabilities	717,999	671,518
Advance from municipality	89,700	106,450
Pension liability	(32,005)	(32,005)
Compensated absences reserve	80,893	77,058
Bond Payable	832,680	892,680
	<u>1,781,191</u>	<u>1,742,721</u>
Deferred Liabilities:		
Pension & OPEB Liabilities	341,516	341,516
Total liabilities	<u>2,122,707</u>	<u>2,084,237</u>
Net Assets		
Invested in capital assets, net of related debt	49,968,690	50,019,862
Retained earnings	4,085,599	3,598,123
Total net assets	<u>54,054,289</u>	<u>53,617,985</u>
Total Liabilities and Net Assets	<u>\$ 56,176,996</u>	<u>\$ 55,702,222</u>

Franklin Municipal Water Utility
Comparative Statement of Revenue, Expenditures,
and Changes in Net Assets
For the period ended March 31, 2021 and 2020

Operating Revenue	2022	2021
Total metered sales	1,156,422	1,210,927
Fire protection	171,124	169,989
Forfeited discounts, penalties and other	6,421	4,787
Total Operating Revenue	1,333,967	1,385,703
Operating Expenditures		
Operation and maintenance expenses		
Source of supply	707,896	661,066
Pumping	37,196	44,200
Water treatment	2,288	763
Transmission and distribution	89,753	54,263
Customers' accounts	15,976	15,597
Administrative and general	189,399	99,512
Total operation and maintenance expenses	1,042,508	875,401
Depreciation	133,950	149,520
Amortization and Pension Expenses	-	-
Taxes	271,602	283,520
Total Operating Expenditures	1,448,060	1,308,441
Operating Income (Loss)	(114,093)	77,262
Non-Operating Revenue (Expenses)		
Sundry	26,224	23,482
Interest on investments	(1,995)	1,430
Interest on long term debt	(14,094)	(14,994)
Interest-Debt to Municipality	(1,115)	-
Total Non-Operating Revenue (Expenses)	9,020	9,918
Income before Capital Contributions	(105,073)	87,180
Capital Contributions-Developer & Municipality	-	-
Depreciation - CIAC	(211,500)	(209,400)
Net change in net assets	(316,573)	(122,220)
Net Assets, beginning of period	54,370,862	53,740,205
Net Assets, end of period	\$ 54,054,289	\$ 53,617,985

Franklin Municipal Water Utility
Statement of Revenue, Expenditures
and Changes in Net Assets
For the period ended March 31, 2021 and 2020

Account Description	Amended Budget	Year to Date Budget	Current Year to Date	Prior Year to Date
Operating Revenue				
Metered Sales-Residential	\$ 3,338,300	720,251	\$ 667,421	\$ 698,204
Metered Sales-Commercial	764,500	166,377	143,741	135,281
Metered Sales-Industrial	508,000	138,518	94,519	113,547
Other Sales to Public Authority	266,700	71,563	51,703	56,559
Metered Sales-Multifamily	805,000	201,250	189,644	182,328
Metered Sales-Irrigation	122,300	30,575	9,394	25,008
Total Metered Sales	5,804,800	1,328,534	1,156,422	1,210,927
Unmetered Sales	15,000	1,294	147	374
Private Fire Protection	125,000	31,135	32,619	32,209
Public Fire Protection	545,000	136,023	138,505	137,780
Forfeited Discount	54,000	9,433	6,274	4,413
Total Operating Revenue	\$ 6,543,800	\$ 1,506,419	\$ 1,333,967	\$ 1,385,703
Operating Expenditures				
Operation and maintenance expense				
Source of Supply	3,377,650	839,622	707,896	661,066
Pumping	160,348	40,849	37,196	44,200
Water Treatment	13,950	3,035	2,288	763
Transmission & Distribution	464,750	94,501	89,753	54,263
Customer Accounts	70,000	16,003	15,976	15,597
Administrative and general	523,681	109,585	189,399	99,512
Total Operation and Maintenance Expenditures	4,610,379	1,103,595	1,042,508	875,401
Depreciation	598,050	445,425	133,950	149,520
Taxes-Property Tax Equivalent Amortization	1,050,000	833,320	265,125	278,036
GASB Employee Benefit Costs	25,000	18,269	-	-
Loss on Abandoned Property	-	-	-	-
Capital Expenditures	35,452	26,589	-	-
Taxes-FICA	31,790	23,232	6,477	5,484
Total Operating Expenditures	6,350,671	2,450,430	1,448,060	1,308,441
Operating Income	\$ 193,129	\$ (944,011)	\$ (114,093)	\$ 77,262
Non-Operating Revenue (Expenditures)				
Total non-operating revenue	67,482	15,070	9,020	9,918
Income before capital contributions	\$ 260,611	\$ (928,941)	\$ (105,073)	\$ 87,180
Retained earnings - beginning	3,462,592	3,462,592	3,462,592	3,462,592
Transfer (to) from invested in capital assets	3,121,225	2,340,919	728,080	48,351
Retained earnings - ending	\$ 6,844,428	\$ 4,874,569	\$ 4,085,599	\$ 3,598,123
Capital contributions	1,425,000	-	-	-
Depreciation - CIAC	(845,000)	(211,250)	(211,500)	(209,400)
Transfer (to) from retained earnings	(3,121,225)	(2,340,919)	(728,080)	(48,351)
Change in net investment	11,147,631	9,537,889	(939,580)	(257,751)
Net investment in capital assets - beginning	50,908,270	50,908,270	50,908,270	50,277,613
Net investment in capital assets - ending	\$ 62,055,901	\$ 60,446,159	\$ 49,968,690	\$ 50,019,862
Total net assets	\$ 68,900,330	\$ 65,320,728	\$ 54,054,289	\$ 53,617,985

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
March 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 3,524,867	\$ 3,457,362
Accounts receivable	648	324
Total Assets	<u>\$ 3,525,515</u>	<u>\$ 3,457,686</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 34,674	\$ 4,295
Claims payable	311,800	311,800
Unrestricted net assets	3,179,041	3,141,591
Total Liabilities and Fund Balance	<u>\$ 3,525,515</u>	<u>\$ 3,457,686</u>

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue				
Medical Premiums-City	\$ 2,295,279	\$ 582,074	\$ 595,848	\$ 587,680
Medical Premiums-Employee	466,977	118,132	114,849	113,291
Other - Invest Income, Rebates	131,400	32,850	8,505	16,799
Medical Revenue	<u>2,893,656</u>	<u>733,056</u>	<u>719,202</u>	<u>717,770</u>
Dental Premiums-City	115,000	27,546	24,700	29,504
Dental Premiums-Retirees	2,500	1,247	1,296	1,296
Dental Premiums-Employee	55,000	13,983	12,721	13,993
Dental Revenue	<u>172,500</u>	<u>42,776</u>	<u>38,717</u>	<u>44,793</u>
Total Revenue	<u>3,066,156</u>	<u>775,832</u>	<u>757,919</u>	<u>762,563</u>
Expenditures:				
Medical				
Medical claims	2,191,552	507,331	432,627	577,183
Prescription drug claims	-	-	91,356	45,368
Refunds-Stop Loss Coverage	-	-	(9,076)	-
Total Claims	<u>2,191,552</u>	<u>507,331</u>	<u>514,907</u>	<u>622,551</u>
Medical Claim Fees	-	-	42,627	38,224
Stop Loss Premiums	646,945	163,650	124,817	133,253
Other - Miscellaneous	130,145	24,299	10,490	7,182
HSA Contributions	152,250	35,135	35,125	-
Plan Administration	47,100	11,775	11,775	11,775
Total Medical Costs	<u>3,167,992</u>	<u>742,190</u>	<u>739,741</u>	<u>812,985</u>
Dental				
Active Employees & COBRA	189,000	48,831	35,094	48,557
Retiree	4,700	1,548	1,676	3,061
Total Dental Costs	<u>193,700</u>	<u>50,379</u>	<u>36,770</u>	<u>51,618</u>
Total Expenditures	<u>3,361,692</u>	<u>792,569</u>	<u>776,511</u>	<u>864,603</u>
Revenue over (under) expenditures	(295,536)	<u>\$ (16,737)</u>	(18,592)	(102,040)
Net assets, beginning of year	<u>3,243,631</u>		<u>3,197,633</u>	<u>3,243,631</u>
Net assets, end of period	<u>\$ 2,948,095</u>		<u>\$ 3,179,041</u>	<u>\$ 3,141,591</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
March 31, 2022 and 2021

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 116,280	\$ 110,480
Investments held in trust - Fixed Inc	2,753,889	2,807,046
Investments held in trust - Equities	5,823,661	5,285,082
Accounts receivable	35,468	29,227
Total Assets	\$ 8,729,298	\$ 8,231,835
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 5,804	\$ -
Claims payable	16,600	16,600
Net assets held in trust for post emp	8,706,894	8,215,235
Total Liabilities and Fund Balance	\$ 8,729,298	\$ 8,231,835

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Three months ended March 31, 2022 and 2021

<u>Revenue</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 92,864	\$ -
Medical Charges - Retirees	81,277	74,777
Implicit Rate Subsidy	-	70,550
Medical Revenue	174,141	145,327
Expenditures:		
Retirees-Medical		
Medical claims	46,282	67,118
Prescription drug claims	8,046	24,148
Refunds-Stop Loss Coverage	-	-
Total Claims-Retirees	54,328	91,266
Medical Claim Fees	6,393	4,763
Stop Loss Premiums	22,864	22,226
Miscellaneous Expense	65	-
ACA Fees	-	-
Total Medical Costs-Retirees	83,650	118,255
Revenue over (under) expenditures	90,491	27,072
Annual Required Contribution-Net	(48,578)	-
Other - Investment Income, etc	(385,135)	393,249
Total Revenues	(433,713)	393,249
Net Revenues (Expenditures)	(343,222)	420,321
Net assets, beginning of year	9,050,116	7,794,914
Net assets, end of period	\$ 8,706,894	\$ 8,215,235

**City of Franklin
Park Commission
Statement of Revenue and Expenses
For the Three months ended March 31, 2022 & 2021**

	2022 Amended Budget	2022 Year-to-Date Budget	Current Year-to-Date Totals	2021 Year-to-Date Totals
General Fund Operating Revenue:				
Park & Field Reservation	\$ 18,000	\$ 6,601	\$ 12,300	\$ 6,850
General Fund Operating Expenses:				
Personal Services	\$ 337,849	\$ 77,965	\$ 21,152	\$ 28,211
Park Maintenance	70,333	14,040	6,100	8,700
Uniforms	700	-	350	-
Mileage	3,300	93	115	-
Utilities	23,000	4,904	4,965	2,621
Total Operating Fund Expenses	<u>\$ 435,182</u>	<u>\$ 97,002</u>	<u>\$ 32,682</u>	<u>\$ 39,532</u>
Capital Outlay Fund Expenses:				
Landscaping-Park/Tree Maint	\$ 37,500	\$ 9,375	\$ -	\$ 1,424
Non-motorized Equipment	6,000	1,500	5,389	-
Park Improvements-Development	188,500	47,125	3,046	12,935
Building Improvements	4,000	1,000	1,900	-
Park Equipment & Supplies	-	-	20,607	-
Total Capital Outlay Expenditures	<u>\$ 236,000</u>	<u>\$ 59,000</u>	<u>\$ 30,942</u>	<u>\$ 14,359</u>
Development Fund Revenue:				
Impact Fee-Parks & Recreation	<u>\$ 316,485</u>	<u>\$ 54,766</u>	<u>\$ 27,961</u>	<u>\$ 30,362</u>
Development Fund Expenses:				
Reimb to Developers & Others	\$ -	\$ -	\$ -	\$ -
Transfer to Capital Improvement Fund	904,040	14,846	93,000	93,000
Total Capital Improvement Expenditures	<u>904,040</u>	<u>14,846</u>	<u>93,000</u>	<u>93,000</u>
Capital Improvement Fund Expenses:				
General Park Development	\$ 55,000	\$ 13,750	\$ -	\$ 1
Ernie Lake Park - Park Equipment	-	-	-	397
Pleasant View Park - Pavilion	-	-	-	19,287
Pleasant View Park - Master Plan Update	24,111	-	24,111	88,616
Improvements - Pleasant View Park	120,000	30,000	405,717	-
Cascade Park Trail Extension	38,213	9,553	-	-
116th Street Trail	843,174	202,571	32,889	100,454
Land Purchase Water Tower Park	-	-	-	3,636
Engineering Services Water Tower Park	100,000	25,000	-	-
Improvements - Water Tower Park	-	-	17,000	-
Improvements - Ryan Creek Trail	200,000	50,000	-	-
Ryan Meadows Trail	42,528	-	42,528	-
Improvements/Develop - St. Martin's Trail	179,308	44,827	-	-
SW Park Development	350,000	87,500	-	-
Trailhead on School Property	400,000	100,000	-	-
Total Capital Improvement Expenditures	<u>2,352,334</u>	<u>563,201</u>	<u>522,245</u>	<u>212,391</u>
Less Impact Fees Transfer	<u>904,040</u>	<u>14,846</u>	<u>93,000</u>	<u>93,000</u>
Net Expenditures (after Impact Fee contribution)	<u>\$ 1,448,294</u>	<u>\$ 548,355</u>	<u>\$ 429,245</u>	<u>\$ 119,391</u>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS FOR CITY OF FRANKLIN
Period Ending 03/31/2022**

GL Number	FIRE DEPT GRANT FUND	ST MARTINS FAIR FUND	HEALTH DEPT GRANT FUND	OTHER GRANTS	DONATIONS FUND	CIVIC CELEBRATIONS FUND	TOTAL
REVENUES							
INTERGOVERNMENTAL	8,262	-	233,088	-	-	-	241,350
MISCELLANEOUS REVENUE	-	-	250	-	9,168	-	9,418
Total Revenues	8,262	-	233,338	-	9,168	-	250,768
EXPENDITURES							
PERSONAL SERVICES	-	-	12,453	-	-	-	12,453
EMPLOYEE BENEFITS	-	-	125,528	-	-	-	125,528
CONTRACTUAL SERVICES	-	-	4,428	-	-	5,527	9,955
SUPPLIES	1,695	-	69,580	-	3,993	1,763	77,031
SERVICES & CHARGES	-	-	4,317	-	-	4,385	8,702
EMCUMBERANCES	-	-	-	-	(2,614)	-	-
Total Expenditures	1,695	-	216,306	-	1,379	11,675	233,669
Excess (deficiency) of Revenues vs Expenditures	6,567	-	17,032	-	7,789	(11,675)	17,099
OTHER FINANCING SOURCES							
FUND TRANSFERS	-	-	-	-	-	-	-
OTHER FINANCING USES							
CAPITAL OUTLAY	-	-	-	-	232	-	232
Net Change in Fund Balance	6,567	-	17,032	-	7,557	(11,675)	16,867
Fund Balance - Beginning	16,144	(22,399)	60,390	5,315	282,683	95,009	437,142
Fund Balance - Ending	22,711	(22,399)	77,422	5,315	290,240	83,334	454,009

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/7/2022
REPORTS & RECOMMENDATIONS	Notification of Change in Distribution Frequency of the City Newsletter	ITEM NUMBER G.23.

The purpose of this item is to inform the Common Council that the preparation and mailing of the City Newsletter will be reduced from 5 newsletters per year to 4 newsletters per year (quarterly). The City Newsletter is very well received; however, there have been challenges in the past year that are necessitating the change. The main issue at this time is the amount of time that it takes to get the newsletters printed, compiled, and mailed once the files are received by the City's print vendor; this used to be a matter of days, but most recently was nearly four full weeks. Related issues are: a shortage of and timely receipt of paper, continuously rising cost of paper, and keeping within the allotted budget for the printing and mailing of the Newsletter.

By way of history, for many years, the City Newsletters were printed and manually prepared/compiled by the House of Correction (HOC) with the assistance of inmates at a very reasonable cost. When COVID hit, the HOC no longer had inmates available to assist with the newsletters. In addition, at that time, the copiers at the HOC were in dire need of replacement. As of this writing, the HOC is still awaiting new copiers. Therefore, staff had to locate a new print vendor and transition to actual, market rate printing costs. The City has established a good relationship with a new printer; however, costs are understandably higher than previously with the HOC. And, as noted above, paper costs are continuously increasing, which is out of the control of the print vendor, and the paper shortage is real.

Normally, the 5 newsletters are delivered to residents mid/late February, mid/late May, late July, late September, and early December. The newsletter that will be discontinued is the next newsletter that would have gone out in late July. The following is the tentative delivery schedule for 4 City newsletters per year:

- 1st – delivered mid-March
- 2nd – delivered early June (timely for Civic Celebration information)
- 3rd – delivered mid/late September (timely for Mayor's Recommended Budget information)
- 4th – delivered early December (timely for Property Tax Bill information)

The 2022 Budget for the printing and mailing of the City newsletters is \$8,400. The cost for the printing of the first newsletter for 2022 was \$2,127. Costs will vary for each newsletter depending on paper costs and the size of the newsletter; however, four times an average of \$2,150 equals \$8,600. So, even with 4 newsletters instead of 5, this item may be over budget for 2022.

COUNCIL ACTION REQUESTED

Informational item only.

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<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 6/07/2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO LICENSE FEES FOR THE ST. MARTINS FAIR</p>	<p>ITEM NUMBER G.24.</p>

At their meeting of May 25, 2022, the Fair Commission reviewed revenue and expenditures for the operation of the St. Martins Fair. It was the consensus of the Commission to increase the vendor fees a minimal amount at this time and review the fees again in 2023. The recommendation of the Fair Commission is to increase the Fair license fee endorsement (which is an amount added to the transient merchant license fee of \$60) from \$100 to \$120 for 30 feet and from \$20 to \$30 for 15 feet.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2022-_____, An Ordinance to Amend the Municipal Code as it Pertains to License Fees for the St. Martins Fair.

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO LICENSE FEES FOR
THE ST. MARTINS FAIR

WHEREAS, the Fair Commission having reviewed the license fees for Fair vendors and the expenditures for the operation of the St. Martins Fair, and having determined that an increase in fees is needed as there have been an increase in costs associated with the operation of the Fair; and

WHEREAS, the Common Council having found such recommendations to be reasonable.

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

SECTION 1: Chapter 169 of the Municipal Code of the City of Franklin, Wisconsin, as it pertains to 237-8. St. Martins Fair license fees, is hereby amended as follows: “St. Martins Labor Day Fair 30 foot license endorsement (Principal only) ~~\$100.00~~ \$120.00 and St. Martins Labor Day Fair 15 feet license endorsement (Principal only) ~~\$20.00~~ \$30.00”.

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 the 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 7th day of June, 2022, by _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<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;">6/7/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements) at 3303 W. Oakwood Road bearing Tax Key No. 951-9994-002. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3303 W. Oakwood Road, consisting of approximately 17.445 acres, and to re-enter 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.25.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3303 W. Oakwood Road, consisting of approximately 17.445 acres, and to re-enter 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 06/07/2022
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached minutes from the License Committee Meeting Held May 20, 2022.

Also, see attached listing from meeting of June 7, 2022.

COUNCIL ACTION REQUESTED

As recommended by the License Committee.



414-425-7500

**License Committee
Agenda*
Alderman Room
June 07, 2022 – 4:30 p.m.**

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 4:35 p.m.	Victory of the Lamb – Community Outreach Event Person in Charge: Robina Biesterfeld Location: 11120 W Loomis Rd Date of Event: Saturday, July 16, 2022			
Extraordinary Entertainment & Special Event 4:40 p.m.	Croatian Eagles Soccer Club – Soccer Banquet Person in Charge: Josip Jaskie Location: 9140 S 76 th St (Croatian Park) Date of Event: Saturday, August 13, 2022			
Class B Combination, Entertainment & Amusement 2022-2023 4:45 p.m.	DBA Point After Pub & Grille Point After LLC Darryl Malek, Agent 7101 S 76 th St			
Operator 2021-2022 New 4:50 p.m.	Cortes, Damian D Hideaway Pub & Eatery			
Operator 2022-2023 Renewal	Cortes, Damian D Hideaway Pub & Eatery			
Operator 2021-2022 New 4:55 p.m.	Gonzalez, Aarion A 7-Eleven			
Operator 2022-2023 Renewal	Gonzalez, Aarion A 7-Eleven			
Operator 2022-2023 Renewal 5:00 p.m.	Page, Andrew M Point After Pub & Grille			
Operator 2021-2022 New	Jones, Tiffany A Sam's Club #8167			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	Anderson, Alyssa L Hideaway Pub & Eatery			
Operator 2022-2023 New	Bhatti, Sukhminder Midtown Gas & Liquor			
Operator 2022-2023 New	Brandon, Brittany M The Rock Sports Complex			
Operator 2022-2023 New	Deputy, Jennifer M Root River Center			
Operator 2022-2023 New	Holste, Douglas J The Rock Sports Complex			
Operator 2022-2023 New	Kramp, Cassidy A Tuckaway Country Club			
Operator 2022-2023 New	Rodriguez, Lauren The Rock Sports Complex			
Operator 2021-2022 New	Blake, Jalen R Walmart #1551			
Operator 2022-2023 Renewal	Blake, Jalen R Walmart #1551			
Operator 2021-2022 New	Blue, Claudia M Sam's Club #8167			
Operator 2022-2023 Renewal	Blue, Claudia M Sam's Club #8167			
Operator 2021-2022 New	Boyce, Kimberly R Walmart #1551			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Boyce, Kimberly R Walmart #1551			
Operator 2021-2022 New	Burks, Kenneth D Walmart #1551			
Operator 2022-2023 Renewal	Burks, Kenneth D Walmart #1551			
Operator 2021-2022 New	Camargo, Ivan Walmart #1551			
Operator 2022-2023 Renewal	Camargo, Ivan Walmart #1551			
Operator 2021-2022 New	Chisom, Shaun A Pick'n Save #6431			
Operator 2022-2023 Renewal	Chisom, Shaun A Pick'n Save #6431			
Operator 2021-2022 New	Collins, Cornissa D Sam's Club #8167			
Operator 2022-2023 Renewal	Collins, Cornissa D Sam's Club #8167			
Operator 2021-2022 New	Dyre, Joel L Walmart #1551			
Operator 2022-2023 Renewal	Dyre, Joel L Walmart #1551			
Operator 2021-2022 New	Fisher, Michael J Walmart #1551			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Fisher, Michael J Walmart #1551			
Operator 2021-2022 New	Gehrke, Kelly M Walmart #1551			
Operator 2022-2023 Renewal	Gehrke, Kelly M Walmart #1551			
Operator 2021-2022 New	Hill, Juanzel A Walmart #1551			
Operator 2022-2023 Renewal	Hill, Juanzel A Walmart #1551			
Operator 2021-2022 New	Krohn, Selena R Walmart #1551			
Operator 2022-2023 Renewal	Krohn, Selena R Walmart #1551			
Operator 2021-2022 New	Marcano, Marilu Walmart #1551			
Operator 2022-2023 Renewal	Marcano, Marilu Walmart #1551			
Operator 2021-2022 New	Miller, Justin D Walmart #1551			
Operator 2022-2023 Renewal	Miller, Justin D Walmart #1551			
Operator 2021-2022 New	Mohammed, Dennis C Walmart #1551			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Mohammed, Dennis C Walmart #1551			
Operator 2021-2022 New	Murillo, Adriana Walmart #1551			
Operator 2022-2023 Renewal	Murillo, Adriana Walmart #1551			
Operator 2021-2022 New	Nieves, Ruth Walmart #1551			
Operator 2022-2023 Renewal	Nieves, Ruth Walmart #1551			
Operator 2021-2022 New	Reese, Heidi D Root River Center			
Operator 2022-2023 Renewal	Reese, Heidi D Root River Center			
Operator 2021-2022 New	Rodriguez, Farrah L Walmart #1551			
Operator 2022-2023 Renewal	Rodriguez, Farrah L Walmart #1551			
Operator 2021-2022 New	Schultz, Brent L 7-Eleven			
Operator 2022-2023 Renewal	Schultz, Brent L 7-Eleven			
Operator 2021-2022 New	Smith, Joshua L Walmart #1551			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Smith, Joshua L Walmart #1551			
Operator 2021-2022 New	Thaler, Ann M Irish Cottage			
Operator 2022-2023 Renewal	Thaler, Ann M Irish Cottage			
Operator 2021-2022 New	Walkowiak, Laurence R Sam's Club #8167			
Operator 2022-2023 Renewal	Walkowiak, Laurence R Sam's Club #8167			
Operator 2021-2022 New	Winters, Timmothy J Walmart #1551			
Operator 2022-2023 Renewal	Winters, Timmothy J Walmart #1551			
Operator 2022-2023 Renewal	Bhatti, Brandon Midtown Gas & Liquor			
Operator 2022-2023 Renewal	Bresette, Tammy M Root River Center			
Operator 2022-2023 Renewal	Bucher, Deanna L Swiss Street Pub & Grill			
Operator 2022-2023 Renewal	Drewek, Marcus C Root River Center			
Operator 2022-2023 Renewal	Gaus, Nicole L Marcus Showtime Cinema			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Gernhauser, Madeline A Milwaukee Burger Company			
Operator 2022-2023 Renewal	Hogan, Jessica A Walmart #1551			
Operator 2022-2023 Renewal	Ingebrigtsen, Gavin L Bowery Bar & Grill			
Operator 2022-2023 Renewal	Krieger, Lillian D Milwaukee Burger Co			
Operator 2022-2023 Renewal	Maglio, Sara A Root River Center			
Operator 2022-2023 Renewal	Mayrand, Mandy L Swiss Street Pub & Grill			
Operator 2022-2023 Renewal	Nogalski, Lillian E Rock Snow Park			
Operator 2022-2023 Renewal	Palivoda, Julie M Kwik Trip #857			
Operator 2022-2023 Renewal	Robel, Annamaria E Irish Cottage			
Operator 2022-2023 Renewal	Rozewicz, Christine A No Location			
Operator 2022-2023 Renewal	Seehausen, James A Kwik Trip #857			
Operator 2022-2023 Renewal	Shallow, Rebekah L Root River Center			



414-425-7500

**License Committee
Agenda*
Alderman Room
May 20, 2022 – 4:30 p.m.**

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New 4:35 p.m.	Gonzalez, Aarion A 7-Eleven		√ For Appearance	
Operator 2022-2023 Renewal	Gonzalez, Aarion A 7-Eleven		√ For Appearance	
Operator 2021-2022 New 4:40 p.m.	Hamilton-Smith, Brandon J Point After Pub & Grille	√ With Letter		
Operator 2022-2023 Renewal	Hamilton-Smith, Brandon J Point After Pub & Grille	√ With Letter		
Operator 2021-2022 New 4:45 p.m.	Peiffer, Megan T On the Border	√ Letter With Contingency proof of copy of most recent court record		
Operator 2022-2023 Renewal	Peiffer, Megan T On the Border	√ Letter With Contingency proof of copy of most recent court record		
Operator 2021-2022 New	Liedle, Jason R Croatian Park/Scottish Highland Games	√		
Operator 2022-2023 New	Chapa, Antonio G Pick'n Save #6360	√		
Operator 2022-2023 New	Coey, Krystal R The Rock Sports Complex	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	Connolly, Kaitlyn Hampton Inn & Suites	√		
Operator 2022-2023 New	Juarez, Arturo Jr Hampton Inn & Suites	√		
Operator 2022-2023 New	Menzel, Kristen A Rawson Pub	√		
Operator 2022-2023 New	Modic, Micah A Pick'n Save #6360	√		
Operator 2022-2023 New	Pavlic, Meghan M Pick'n Save #6360	√		
Operator 2022-2023 New	Sobanski, Julie L Pick'n Save #6360	√		
Operator 2022-2023 New	Takerian, Taylor A The Rock Sports Complex	√		
Operator 2021-2022 New	Blum, Ryan M The Rock Sports Complex	√		
Operator 2022-2023 Renewal	Blum, Ryan M The Rock Sports Complex	√		
Operator 2021-2022 New	Cortes, Damian D Hideaway Pub & Eatery		√ For Appearance	
Operator 2022-2023 Renewal	Cortes, Damian D Hideaway Pub & Eatery		√ For Appearance	
Operator 2021-2022 New	Holtz, Matthew A Crossroads II Pizza & Subs	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Holtz, Matthew A Crossroads II Pizza & Subs	√		
Operator 2021-2022 New	Kessler, Christina M 7-Eleven	√		
Operator 2022-2023 Renewal	Kessler, Christina M 7-Eleven	√		
Operator 2022-2023 Renewal	Kowalski, Kailey Walgreens #05459	√		
Operator 2022-2023 Renewal	Albert, Sandra A Hideaway Pub & Eatery	√		
Operator 2022-2023 Renewal	Anderson, Cathy J Tuckaway Country Club	√		
Operator 2022-2023 Renewal	Bartels, Daniel P Point After Pub & Grille	√		
Operator 2022-2023 Renewal	Bautch, Bradley M Country Lanes Bowling Center	√		
Operator 2022-2023 Renewal	Bearder, Leesa R Hampton Inn & Suites	√		
Operator 2022-2023 Renewal	Behning, Genine M Marcus Showtime Cinema	√		
Operator 2022-2023 Renewal	Bielinski, Tanya Swiss Street Pub & Grill	√		
Operator 2022-2023 Renewal	Canales, William J On The Border	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Cherek, Tyler J Crossroads II Pizza & Subs	√		
Operator 2022-2023 Renewal	Cottman, Eric J Walgreens #05459	√		
Operator 2022-2023 Renewal	Davison, Barbara J Pick'n Save #6431	√		
Operator 2022-2023 Renewal	Deall, Rebecca L Pick'n Save #6360	√		
Operator 2022-2023 Renewal	DeGeorge, Susan M Point After Pub & Grille	√		
Operator 2022-2023 Renewal	Delaney, Kristy L Country Lanes Bowling Center	√		
Operator 2022-2023 Renewal	Dresdow, Ava R Romey's Place	√		
Operator 2022-2023 Renewal	Elliott, Richard G Buckhorn Bar & Grill	√		
Operator 2022-2023 Renewal	Galipo, Kathleen M Pick'n Save #6360	√		
Operator 2022-2023 Renewal	Gottschalk, Dawn M Pick'n Save #6360	√		
Operator 2022-2023 Renewal	Grainer, Susan C Pick'n Save #6360	√		
Operator 2022-2023 Renewal	Haley, Jenna Crossroads II Pizza & Subs	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Hansen, Lisa M 7-Eleven	√		
Operator 2022-2023 Renewal	Hartung, Patti S Walgreens #05459	√		
Operator 2022-2023 Renewal	Henzig, Kimberly A Iron Mike's	√		
Operator 2022-2023 Renewal	Hill, Kimberly L Country Lanes Bowling Center	√		
Operator 2022-2023 Renewal	Hutts, Lisa M Pick'n Save #6360	√		
Operator 2022-2023 Renewal	Jensen, Jai R Pick'n Save #6360	√		
Operator 2022-2023 Renewal	Jubeck, Adam J Bowery Bar & Grill	√		
Operator 2022-2023 Renewal	Klamecki, Michael R Marcus Showtime Cinema	√		
Operator 2022-2023 Renewal	Knox, Danielle M Romey's Place	√		
Operator 2022-2023 Renewal	Krasinski, Miranda F Point After Pub & Grille	√		
Operator 2022-2023 Renewal	Kust, Apolonia P Crossroads II Pizza & Subs	√		
Operator 2022-2023 Renewal	Lloyd, Michael J The Rock Sports Complex	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Manske, Thomas R Pick'n Save #6360	√		
Operator 2022-2023 Renewal	Martinez, Julia K The Landmark	√		
Operator 2022-2023 Renewal	Matecki, Mark J Buckhorn Bar & Grill	√		
Operator 2022-2023 Renewal	May, Riley T The Rock Sports Complex	√		
Operator 2022-2023 Renewal	Mayer, Brianna M Point After Pub & Grille	√		
Operator 2022-2023 Renewal	McMillan, Ciara M Point After Pub & Grille	√		
Operator 2022-2023 Renewal	Miller, Janet Pick'n Save #6360	√		
Operator 2022-2023 Renewal	Mlynczak, Susan Point After Pub & Grille	√		
Operator 2022-2023 Renewal	Nicolai, Camille M Hampton Inn & Suites	√		
Operator 2022-2023 Renewal	Okrzesik, Tyler K Milwaukee Burger Company	√		
Operator 2022-2023 Renewal	Olszewski, Derek J On the Border	√		
Operator 2022-2023 Renewal	Ottaviani, Amy M Irish Cottage	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Page, Andrew M Point After Pub & Grille		√ For Appearance	
Operator 2022-2023 Renewal	Popp, Denise K Romey's Place	√		
Operator 2022-2023 Renewal	Ramos, Eric Jr. Marcus Showtime Cinema	√		
Operator 2022-2023 Renewal	Reichart, Debra Rawson Pub	√		
Operator 2022-2023 Renewal	Risacher, Jean M Hampton Inn & Suites	√		
Operator 2022-2023 Renewal	Rocha, Michelle M Marcus Showtime Cinema	√		
Operator 2022-2023 Renewal	Scheffler, Ryan M Swiss Street Pub & Grill	√		
Operator 2022-2023 Renewal	Schwebe, Erica R Marcus Showtime Cinema	√		
Operator 2022-2023 Renewal	Steeves, Linda M Walgreens #05459	√		
Operator 2022-2023 Renewal	Steltz, Alexis M Romey's Place	√		
Operator 2022-2023 Renewal	Tengel, Molly A Hideaway Pub & Eatery	√		
Operator 2022-2023 Renewal	Thiem, Jaiden S Crossroads II Pizza & Subs	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Torres, Tiffany A Romey's Place	√		
Operator 2022-2023 Renewal	Valle, Katiana L Walgreens #05459	√		
Operator 2022-2023 Renewal	Villa, Juan J On The Border	√		
Operator 2022-2023 Renewal	Waulters, Melissa K Wegner's St Martins Inn	√		
Operator 2022-2023 Renewal	Wegner, Kathleen R Wegner's St Martins Inn	√		
Operator 2022-2023 Renewal	Williams, Michael S Croatian Park	√		
Operator 2022-2023 Renewal	Wisniewski, Matthew D Country Lanes Bowling Center	√		
Operator 2022-2023 Renewal	Zacher, Alyssa G Bowery Bar & Grill	√		
Operator 2022-2023 Renewal	Zimmer, Sandra M Walgreens #05459	√		
Operator 2022-2023 Renewal	Ziolkowski, Remy E The Rock Sports Complex	√		
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lioness Club – St Martins Fair Fee Waivers: St Martin's Fair Permit, Temporary Class B Beer and Wine Licenses, and Operator Permits Dates of Event: 9/4/22 – 9/5/22 Location: St Martin's Labor Day Fair	√		
Day Care 2022-2023	DBA Discovery Days of Franklin Cadence Education LLC Tanya Graser, Manager 9758 S Airways Ct	√ Pending Planning Dept. & All State & Local Regulations		

Type/ Time	Applicant Information	Approve	Hold	Deny
Day Care 2022-2023	DBA Faith Academy Faith Community Church Inc Caitlin Arterburn, Manager 7260 S 76 St	√ Pending All State & Local Regulations		
Day Care 2022-2023	DBA Falk Park KinderCare Learning Center KinderCare Education LLC Michelle Swikert, Manager 7363 S 27 th St	√ Pending All State & Local Regulations		
Day Care 2021-2022 New	DBA The Learning Experience Sundance Kids of Franklin LLC Anna Keaton, Manager 9651 W Drexel Ave	√ Pending All State & Local Regulations		
Day Care 2022-2023 Renewal	DBA The Learning Experience Sundance Kids of Franklin LLC Anna Keaton, Manager 9651 W Drexel Ave	√ Pending All State & Local Regulations		
Entertainment & Amusement 2022-2023	DBA Milwaukee County Sports Complex Milwaukee County Parks Andrea Wallace, Agent 6000 W Ryan Rd	√ Pending All State & Local Regulations		
Entertainment & Amusement 2022-2023	DBA Oakwood Park Golf Course Milwaukee County Parks Andrea Wallace, Agent 3600 W Oakwood Rd	√ Pending All State & Local Regulations		
Entertainment & Amusement 2022-2023	DBA Whitnall Golf Course Milwaukee County Parks Andrea Wallace, Agent 6751 S 92 nd St	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA 7-Eleven Dairyland Retail Group LLC Elizabeth Evans, Agent 7610 W Rawson Ave	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Andy's On Ryan Rd Ryan Fuel LLC Kavita Khullar, Agent 5120 W Ryan Rd	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA CVS Pharmacy #5390 Wisconsin CVS Pharmacy LLC Richard Verdoni, Agent 5220 W Rawson Ave	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Discount Cigarettes & Liquor Andyone Inc Sunny Patel, Agent 6507A S 27 th St	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Franklin Liquor Store New Liquor & Food Inc Gurjeet Singh, Agent 8305 S 27 th St	√ Pending All State & Local Regulations		

Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination 2022-2023	DBA Kwik Trip #287 Kwik Trip Inc Jill Le Claire, Agent 5040 W Rawson Ave	√		
Class A Combination 2022-2023	DBA Kwik Trip #857 Kwik Trip Inc Andrew Wichmann, Agent 10750 W Speedway Dr	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Mann Liquor & Indian Grocery Nerankar LLC Vinder Kumar, Agent 7158 S 76th St	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Midtown Gas & Liquor Jujhar LLC Andrew Wichmann, Agent 11123 W Forest Home Ave	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Pick 'n Save #6360 Ultra Mart Foods LLC Ricky Kloth, Agent 7201 S 76th St	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Pick 'n Save #6431 Mega Marts LLC Mark Waraksa, Agent 7780 S Lovers Lane Rd	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Sam's Club #8167 Sam's East Inc Michelle Peterson, Agent 6705 S 27th St	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Sendik's Food Market Sendik's Franklin LLC Theodore Balistreri, Agent 5200 W Rawson Ave	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Target Store T-2388 Target Corporation Daniel Olsen, Agent 7800 S Lovers Lane Rd	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Walgreens #05459 Walgreen Co Kayla Priebe, Agent 9909 W Loomis Rd	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Walgreens #05884 Walgreen Co Brian Hilber, Agent 9527 S 27th St	√ Pending All State & Local Regulations		
Class A Combination 2022-2023	DBA Walgreens #15020 Walgreen Co Elaine Blumreiter, Agent 7130 S 76th St	√ Pending All State & Local Regulations		

Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination 2022-2023	DBA Walmart #1551 Wal-Mart Stores East LP Heather Burns, Agent 6701 S 27th St	√ Pending All State & Local Regulations		
Class B Beer 2022-2023	DBA Crossroads II Pizza & Subs M Squared Inc Michael Falk, Agent 11357 W St Martins Rd	√ Pending All State & Local Regulations		
Class B Beer 2022-2023	DBA Marcus Showtime Cinema Marcus Cinemas of Wisconsin LLC David Metz, Agent 8910 S 102 St	√ Pending All State & Local Regulations		
Class B Beer Class C Wine 2022-2023	DBA India Palace Dhiman LLC Deepak Dhiman, Agent 7107 S 76th St	√ Pending All State & Local Regulations		
Class B Beer Class C Wine 2022-2023	DBA Lovers Lane Sushi & Seafood Buffet Lover Lane Buffet Inc Jiangduan Jiang, Agent 6514 S Lovers Lane Rd	√ Pending All State & Local Regulations		
Class B Beer Class C Wine 2022-2023	DBA Sweet Basil Sweet Basil MKE LLC Kenneth Sithy, Agent 6509 S 27th St	√ Pending All State & Local Regulations		
Class B Combination 2022-2023	DBA The Bowery Bar & Grill The Bowery LLC Roger Hein, Agent 3023 W Ryan Rd	√ Pending All State & Local Regulations		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Buckhorn Bar & Grill Christopher Matecki (Individually Owned) 9461 S 27 th St	√ Pending All State & Local Regulations		
Class B Combination 2022-2023	DBA Casa Di Giorgio RLGIDI Inc Rex Idrizi, Agent 3137 W Rawson Ave	√ Pending All State & Local Regulations and Payment		
Class B Combination 2022-2023	DBA Chili's Bar & Grill Brinker Restaurant Corporation Alexandra Mather, Agent 6439 S 27 th St	√		
Class B Combination, Entertainment & Amusement, Bowling 2022-2023	DBA Country Lanes Bowling Center Country Lanes Bowling LLC Kevin Meier, Agent 11231 W Forest Home Ave	√		
Reserve Class B Combination, Entertainment & Amusement 2022-2023	DBA Croatian Park Federation of Croatian Societies Inc Josip Veber, Agent 9100 S 76 th St	√ Pending All State & Local Regulations		

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2022-2023	DBA Green Tea Garden M&W Lueng LLC May Lueng, Agent 7236 S 76 th St	√ Pending All State & Local Regulations		
Reserve Class B Combination 2022-2023	DBA Hampton Inn & Suites Milwaukee/Franklin FF&E LLC Jefferson Calimlim, Agent 6901 S 76 th St	√ Pending All State & Local Regulations and Payment		
Class B Combination, Entertainment & Amusement 2022-2023	DBA The Hideaway Pub & Eatery Franklin Food & Beverage LLC Frank Orcholski, Agent 9643 S 76 th St	√ Pending All State & Local Regulations and Payment		
Class B Combination 2022-2023	DBA Honey Butter Café Pantheon of Wisconsin Inc Debbie Koutromanus, Agent 7221 S 76 th St	√ Pending All State & Local Regulations		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Irish Cottage Irish Cottage of Franklin LLC Jenny Jennings, Agent 11433 W Ryan Rd	√ Pending All State & Local Regulations and Payment		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Iron Mike's Jax on 27th LLC William Rushman, Agent 6357 S 27 th St	√ Pending All State & Local Regulations		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Landmark The Landmark of Franklin LLC Lorie Beth Knaack-Helm, Agent 11401 W Swiss St	√ Pending All State & Local Regulations and Payment		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Little Cancun Restaurant Little Cancun LLC Veronica Cervera, Agent 7273A S 27 th St	√ Pending All State & Local Regulations and Payment		
Reserve Class B Combination, Entertainment & Amusement 2022-2023	DBA Luxe/Dog Haus/The Bricks BPC Golf Entertainment LLC Thomas Johns, Agent 7065 S Ballpark Dr	√ Pending Planning Dept. & All State & Local Regulations		
Class B Combination 2022-2023	DBA Michaelangelo's Pizza Robley Tech Inc Dennis Rau, Agent 8330 W Puetz Rd	√ Pending All State & Local Regulations and Payment		
Reserve Class B Combination 2022-2023	DBA Milwaukee Burger Co. Hudson Burger, LLC Ralph Hornaday, Agent 6421 S 27 th St	√ Pending All State & Local Regulations		
Class B Combination 2022-2023	DBA Mimosa Enthusiast Approved LLC Apostolos Evreniadis, Agent 9405 S 27 th St	√ Pending All State & Local Regulation		

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination, Entertainment & Amusement 2022-2023	DBA Mulligan's Irish Pub & Grill B S T LLC 8933 S 27 th St Brian Francis, Agent	√ Pending All State & Local Regulation		
Class B Combination, Entertainment & Amusement 2022-2023	DBA On The Border H B & H LLC Gerald Hay, Agent 10741 S 27 th St	√ Pending All State & Local Regulation		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Point After Pub & Grille Point After LLC Darryl Malek, Agent 7101 S 76 th St		√ For Appearance	
Class B Combination, Entertainment & Amusement 2022-2023	DBA Polish Center of Wisconsin Polish Heritage Alliance Inc Jeffrey Kuderski, Agent 6941 S 68 th St	√ Pending All State & Local Regulation		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Polonia Sport Club Polonia Sport Club Inc Irene Hawkinson, Agent 10200 W Loomis Rd	√ Pending All State & Local Regulations and Payment		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Rawson Pub Rawson Pub Inc Steven Schweitzer, Agent 5621 W Rawson Ave	√ Pending All State & Local Regulation		
Reserve Class B Combination, Entertainment & Amusement 2022-2023	DBA Rock Snow Park Rock Snow Park LLC 7011 S Ballpark Dr Michael R Schmitz, Agent	√ Pending All State & Local Regulation		
Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2022-2023	DBA Rock Sports Complex The Rock Sports Complex LLC 7005 S Ballpark Drive Thomas Johns, Agent	√ Pending All State & Local Regulations and Payment		
Class B Combination 2022-2023	DBA Romey's Place Romey's Place LLC Nathan Fabry, Agent 7508 S North Cape Rd	√ Pending All State & Local Regulation		
Class B Combination, Entertainment & Amusement, Bowling 2022-2023	DBA Root River Center Root Group LLC David Church, Agent 7220 W Rawson Ave	√ Pending All State & Local Regulations		
Reserve Class B Combination, Entertainment & Amusement 2022-2023	DBA Staybridge Suites Milwaukee Airport South Franklin Hotel Company LLC Vicki Jesson, Agent 9575 S 27 th St	√ Pending All State & Local Regulations and Payment		
Class B Combination, Entertainment & Amusement 2022-2023	DBA Swiss Street Pub & Grill R&C PUB & GRUB LLC Chrystal Rausch, Agent 11430 W Swiss Street	√ Pending All State & Local Regulations and Payment		

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2022-2023	DBA Toscana Restaurant Kriton & Ermira LLC Ermira Lazaj, Agent 8405 S 27 St	√ Pending All State & Local Regulations and Payment		
Class B Combination, Country Club, Entertainment & Amusement 2022-2023	DBA Tuckaway Country Club Tuckaway Country Club Jennifer Jacobi, Agent 6901 W Drexel Ave	√ Pending All State & Local Regulations		
Class B Combination 2022-2023	DBA Wegner's St Martins Inn St Martins Inn LLC Dennis Wegner, Agent 11318 W St Martins Rd	√ Pending All State & Local Regulations and Payment		
3.	Adjournment			
		Time		

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

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APPROVAL <i>DDG slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/07/2022
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated May 13, 2022 through June 2, 2022 Nos 188074 through Nos 188273 in the amount of \$ 1,800,528 91 Also included in this listing are EFT's Nos 4958 through Nos 4977, Library vouchers totaling \$ 39,935 49, Water Utility vouchers totaling \$ 15,830 69 and Property tax vouchers totaling \$ 44,088 31 Voided checks in the amount of (\$ 46,838 31) are separately listed

Early release disbursements dated May 13, 2022 through June 1, 2022 in the amount of \$ 747,363 35 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated May 20, 2022 is \$ 419,577 13, previously estimated at \$ 430,000 Payroll deductions dated May 20, 2022 are \$ 432,997 23, previously estimated at \$ 445,000

The net payroll dated June 3, 2022 is \$ 416,308 90 Payroll deductions dated June 3, 2022 are \$ 219,445 88

The estimated payroll for June 17, 2022 is \$ 417,000 with estimated deductions and matching payments of \$ 442,000

There were no property tax disbursements

Approval to release payment to Velo Village Apartments LLC for TID 7 2022 contractual MRO payment in the amount of \$ 459,000

Approval to release payment to First American Title Insurance Co for 2022 contractual offset payment in the amount of \$ 750,000

Listed below are appropriations for the 2022 Franklin Civic Celebration event as authorized on November 2, 2021 Estimations below may requirement payment prior to the next Common Council meeting

Entertainment	\$32,500
Fireworks	\$20,500
Rentals	\$20,000
Parade	\$10,000
Ice Cream	\$ 1,100
Printing	\$ 800
Supplies	\$ 7,800
Misc	\$ 2,000
TOTAL	\$94,700

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of June 2, 2022 in the amount of \$ 1,800,528 91 and
- Payroll dated May 20, 2022 in the amount of \$ 419,577 13 and payments of the various payroll deductions in the amount of \$ 432,997 23, plus City matching payments and
- Payroll dated June 3, 2022 in the amount of \$ 416,308 90 and payments of the various payroll deductions in the amount of \$ 219,445 88, plus City matching payments and
- Estimated payroll dated June 17, 2022 in the amount of \$ 417,000 and payments of the various payroll deductions in the amount of \$ 442,000, plus City matching payments and
- Approval to release payment to Velo Village Apartments LLC in the amount of \$ 459,000 and
- Approval to release payment to First American Title Insurance Co in the amount of \$ 750,000 and
- Approval to release 2022 Franklin Civic Celebration deposits and prepayments as needed, not to exceed \$ 94,700.

ROLL CALL VOTE NEEDED