

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

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY AUGUST 15, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. 1. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of August 1, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Authorize the Director of Health and Human Services to accept the 2023 Division of Public Health Consolidated Contracts to Continue Funding Health Department Grants.
  - 2. Authorize the Director of Health and Human Services to accept the Updated Centers for Disease Control Public Health Workforce Development Grant for COVID-19 Mitigations and Recovery Efforts.
  - 3. Authorize the Director of Health and Human Services to purchase a Health Department Vehicle as indicated in the 2022 Approved City of Franklin Health Department Budget.
  - 4. Authorize the Director of Health and Human Services to Execute a Contract with Adair Floors for Carpeting in the Health Wing.
  - 5. Authorize the Director of Health and Human Services and the Franklin Health Department to accept Monetary Donations in the amount of \$2,100 for the Annual Bike Rodeo.
  - 6. Authorize the Director of Health and Human Services and the Franklin Health Department to accept a Monetary Donation in the amount of \$300.
  - 7. A Final Resolution Directing Payment and Levy of Special Assessment for the Cost of Watermain Extension on W. Minnesota Avenue from S. 51st Street to S. 49th Street.
  - 8. A Resolution to Purchase Wetland Mitigation Credits from Barnes Prairie Wetland Mitigation Bank for S. 116th Street Trail Project in the Amount of \$143,000.

Common Council Meeting Agenda

August 15, 2023

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9. A Resolution to Replace Resolution 2022-7828 to Enter License Agreement with Wisconsin Electric Power company to Use Their Property for a Linear Park from S. 116th Street / W. Mayers Drive to Municipal Boundary with Muskego.
10. Concept Review for a Land Division and “Light Industrial Flex Space” Development Located at Approximately 10885 S. 27th St. (TKNs 978-9997-000, 978-9998-000, and 978-9999-001) (Mark Nordland, Likewise Partners LLC, Applicant).
11. Concept Review for a Land Division and Combined Industrial and Office Development Located at Approximately 94110 S. 76th St. (TKN 884-9997-000 & 884-9998-000) (Alex Scheler, Carma Laboratories, Inc., Applicant).
12. List of Donations for January – June, 2023.
13. A Resolution to Supersede a State/Municipal Financial Agreement for 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 and Increase the Amount to \$1,482,100.
14. West Elm Road Underground Storage Feasibility Report.
15. A Resolution Authorizing the Installation of a Fence Within the 20-foot Drainage Easement Upon Lot 6, Woodbury Estates, being a Subdivision of the SW 1/4 of the SW 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (7247 W. Woodbury Drive) (TKN 791-0195-000) (David Hensley, Applicant).
16. A Resolution for raSmith, Inc. to provide Design Services at Water Tower Park 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$42,050.
17. July 2023 Monthly Financial Report.
18. A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 9 Development [creation thereof in process] Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
19. A Resolution Authorizing Certain Officials to Execute a Development Agreement for public Improvements with Carma Laboratories, Inc., Located at 9410 S. 76th Street and 7520 W. Ryan Road (TKN 884-9997-000 and 884-9998-000).

- 20. Potential Commercial/Industrial/Manufacturing Development(s) and Proposal(s) and Potential Development(s) Agreement(s) in Relation thereto for, including, but not Limited to the Propert(ies) at the Southeast Corner of South Oakwood Park Drive and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential Commercial/Industrial/Manufacturing Development(s) and Proposal(s) and the Investing of Public Funds and Governmental Actions in Relation thereto and to Effect Such Development(s), including the terms and Provisions of Potential Development Agreement(s) for, including, but not limited to the Propert(ies) at the Southeast Corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
- 21. Discussion of a W. Puetz Road Pathway from S. 76th Street to W. St. Martins Road.

H. Licenses and Permits: License Committee Meeting of August 15, 2023.

I. Bills.  
Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

August 17	Plan Commission	6:00 p.m.
September 4	City Hall Closed-Labor Day	
September 5	Common Council Meeting	6:30 p.m.
September 7	Plan Commission	6:30 p.m.
September 19	Common Council Meeting	6:30 p.m.

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
AUGUST 1, 2023  
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on August 1, 2023, and was called to order at 6:30 p.m. by Mayor Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderman Yousef Hasan, Alderman Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Alderwoman Michelle Eichmann was not present. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:31 p.m. and was closed at 6:47 p.m.  
B.2. Presentation by Liam Warr on the Environmental Features and Status at the Conservancy for Healing and Heritage.

MINUTES  
JULY 18, 2023

C. Alderman Barber moved to approve the minutes of the Common Council meeting of July 18, 2023, as amended. Seconded by Alderman Holpfer. All voted Aye; motion carried.

MAYORAL BOARDS  
AND COMMISSIONS  
APPOINTMENTS

E.1. Alderman Hasan moved to confirm the following Mayoral appointments:  
1. Deborah Davis, 9460 S. 96<sup>th</sup> St, Ald. Dist. 1 – Board of Health (2-year unexpired term expiring 4/30/24).  
2. James Rydlewicz, 9901 W. Rawson Ave., Ald. Dist. 2 – Board of Health (2-year unexpired term expiring 4/30/24).

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

ORD. 2023-2552  
AMEND ORD. 2022-2521  
2023 ANNUAL BUDGET  
FOR PURCHASE OF  
WAN EQUIPMENT AND  
FIREWALLS

G.1. Alderman Barber moved to adopt Ordinance No. 2023-2552, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE ARPA FUND TO TRANSFER AN ADDITIONAL \$275,000 TO THE CAPITAL IMPROVEMENT FUND FOR THE PURCHASE OF WAN EQUIPMENT AND FIREWALLS. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ALLOCATE ARPA  
FUNDING FOR  
PURCHASE OF WAN  
EQUIPMENT AND

G.2. Alderman Craig moved to authorize the appropriate staff/officials to allocate \$275,000 of American Rescue Plan Act Funding to account 46-0181-5846.9650. The project scope will be extended to include purchasing network equipment, firewalls, and security perimeter

FIREWALLS

devices as part of the project plan. Project costs will not exceed a total of \$1,646,200. Seconded by Alderman Barber. All voted Aye; motion carried.

IT DEPT. - STATE  
PROCUREMENT  
VALUEPOINT COOP  
PURCHASING –  
COPIERS, PRINTER,  
RELATED SERVICES

G.3 Alderman Barber moved to Motion to authorize the Director of IT to execute the attached Participating Addendum agreement through the National Association of State Procurement Officers' ValuePoint Cooperative Purchasing Organization for copiers, printers, and related devices, as approved by the Wisconsin Director of the State's Bureau of Procurement; and to authorize Department Heads to acquire budgeted, replacement copiers, printers, and related devices under the terms of the Participating Addendum agreement. Authorization is contingent upon HP providing a certificate of insurance, with insurance coverage as defined in the City of Franklin standard service contract. Seconded by Alderman Holpfer. All voted Aye; motion carried.

FIRE DEPT. PURCHASE  
OF HURST E-DRAULIC  
EXTRICATION TOOL

G.4. Alderman Barber moved to approve Fire Department purchase of a Hurst SC358E2 battery operated E-Draulic extrication "Combi-tool" with existing appropriation in the 2023 Capital Improvement Fund 41-0221-5815, at a cost not to exceed \$14,800. Seconded by Alderman Hasan. All voted Aye; motion carried.

STREET CLOSURES  
OF S. LEGEND DR. –  
OUTDOOR MOVIE  
NIGHT - AUGUST 5,  
2023

G.5. Alderman Hasan moved to approve street closures on S. Legend Dr. between the southern Franklin Public Library entrance and the City Hall parking garage entrance on Saturday, August 5, 2023 in conjunction with the City of Franklin sponsored Franklin Outdoor Movie Night. Seconded by Alderman Barber. All voted Aye; motion carried.

FRANKLIN SENIOR  
CITIZENS TRAVEL 2023  
SEMI-ANNUAL UPDATE

G.6. Alderman Holpfer moved to receive and place on file the presentation of the Franklin Senior Citizens Travel Program Semi-annual Update for 2023. Seconded by Alderwoman Day. All voted Aye; motion carried.

2024 COMMUNITY  
DEVELOPMENT BLOCK  
GRANT PROGRAM  
PROJECTS

G.7. Alderwoman Day moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army – Homelessness Program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, administered directly through Milwaukee County, for \$65,000, by the deadline date of August 7, 2023. (This aggressive deadline date does not allow this item to be held over or tabled to a future meeting date.) Seconded by Alderman Barber. All voted Aye; motion carried.

HOLD OVER  
SPECIAL ASSESSMENT  
FOR WATERMAIN  
EXTENSION ON W.  
MINNESOTA AVE.

G.8. Alderman Hasan moved to table a resolution directing payment and levy of special assessment for the cost of watermain extension on W. Minnesota Avenue from S. 51<sup>st</sup> Street to S. 49<sup>th</sup> Street until August 15, 2023. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2023-8024  
SPECIAL ASSESSMENT  
FOR DUNKIN' DONUTS  
& BASKIN ROBBINS AT  
5444 W. RAWSON AVE.,  
KARDO RASHA,  
KARDO GROUP,  
APPLICANT, DEVO  
PROPERTIES/RAWSON  
LLC, PROPERTY  
OWNER

G.9. Alderman moved Barber to adopt Resolution No. 2023-8024, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A DUNKIN' DONUTS AND BASKIN-ROBBINS RESTAURANT IN A SINGLE BUILDING, WITH A DRIVE-THROUGH WHICH WRAPS THE BUILDING, UPON PROPERTY LOCATED AT 5444 WEST RAWSON AVENUE (BY KARDO RASHA, KARDO GROUP, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER). Seconded by Alderwoman Day. All voted Aye; motion carried.

RES. 2023-8025  
SUBDIVISION  
DEVELOPMENT  
AGREEMENT WITH  
TESS CREEK ESTATES  
AT W. FOREST HOME  
AVE. AND S. PACIFIC  
ST.

G.10. Alderman Craig moved to adopt Resolution No. 2023-8025, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF TESS CREEK ESTATES, LOCATED AT W. FOREST HOME AVENUE (CTH 00) AND S. PACIFIC STREET (TKNS 751 9001 000 AND 796 9987 001). Seconded by Alderwoman Day. All voted Aye; motion carried.

RES. 2023-8026  
AMEND RES. NO. 93-  
3956 - DOCUMENT  
REPRODUCTION AND  
FLASH DRIVE  
CHARGES

G.11. Alderman Holpfer moved to adopt Resolution No. 2023-8026, A RESOLUTION TO AMEND RESOLUTION NO. 93-3956, A RESOLUTION ESTABLISHING DOCUMENT REPRODUCTION CHARGES, TO REMOVE A CHARGE NO LONGER BEING APPLIED AND TO ADD THE COST OF FLASH DRIVES. Seconded by Alderman Hasan. All voted Aye; motion carried.

ADVERTISE FOR BIDS  
TO REHAB PLAYING  
COURTS AT LIONS  
LEGEND PARK I

G.12. Alderman Hasan moved to authorize Staff to advertise for bids for the rehabilitation of playing courts at Lions Legend Park I. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJUST SICK LEAVE  
AND HOLIDAY  
BENEFITS FOR FIRE  
BATTALION CHIEFS

G.13. Alderman Holpfer moved to adjust Sick Leave and Holiday Benefits for the Fire Battalion Chiefs to more closely align with benefit changes for the Fire Union Members effective 1/1/2024 and update the Employee Handbook. Seconded by Alderman Craig. All voted Aye; motion carried.

REMOVE LISTED TRUSTEES FROM DEFINED PENSION PLAN AND APPOINT NEW TRUSTEES

G.14. Alderman Barber moved to authorize the removal of Peggy Steeno and Paul Rotzenberg as Trustees of the Defined Contribution Pension Plan, to add the names of Kelly Hersh and Danielle Brown as Trustees, and to authorize a City Official to submit a formal letter to Principal to make this change. Seconded by Alderman Holpfer. All voted Aye; motion carried.

UPDATE THE CLASSIFICATION & COMPENSATION STUDY

G.15. Alderman Holpfer moved to begin a compensation study with GovHR, approve the \$19,800 fixed fee, and bring back the study results for further discussion once received. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2023-2553 AMEND CODE AND UDO TO PERMIT REMOTE ATTENDANCE AT CERTAIN CITY MEETINGS BY APPLICANTS AND CITY CONSULTANTS

G.16. Alderman Barber moved to adopt Ordinance No. 2023-2553, AN ORDINANCE TO AMEND THE MUNICIPAL CODE AND THE UNIFIED DEVELOPMENT ORDINANCE TO PERMIT REMOTE MEETING ATTENDANCE AT COMMON COUNCIL, COMMITTEE OF THE WHOLE AND PLAN COMMISSION MEETINGS BY APPLICANT REPRESENTATIVE(S) AND CITY RETAINED CONSULTANTS. Seconded by Alderwoman Day. All voted Aye; motion carried.

RES. 2023-8027 AMEND RES. NO. 2021-7793, AMENDING RES. NO. 2013-6861 – CODE ENFORCEMENT POLICIES

G.17. Alderwoman Day moved to adopt Resolution No. 2023-8027, A RESOLUTION TO AMEND RESOLUTION NO. 2021-7793, AMENDING RESOLUTION NO. 2013-6861 PROVIDING FOR THE CITY'S CODE ENFORCEMENT POLICIES, TO PROVIDE THAT CITY ENFORCEMENT DEPARTMENT STAFF PERSONNEL MAY ACT AS FORMAL COMPLAINANTS. Seconded by Alderman Craig. All voted Aye; motion carried.

MISCELLANEOUS LICENSES

H. Alderwoman Day moved to approve the following licenses:

License Meeting of August 1, 2023:

Luxe Golf Bays – 1<sup>st</sup> Anniversary Fireworks Display, Jimmy Stueck, 7065 S Ballpark Dr, 8/19/23, pulled application for Extraordinary Entertainment & Special Event – no action taken;

Grant Extraordinary Entertainment & Special Event to ROC Ventures – Tacos & Tequila Festival, Mike Atkins, 7035 S Ballpark Dr, 9/16/23; Grant 2023-24 Operator License to Allison Anderson, Tricia Peterson, Suzanne Serra;

Grant 2023-24 Renewal Operator License to Gloria Grabarczyk & Pamela Le Houllier; and

Grant Temporary Class B Beer & Wine License to: Franklin Lioness Lions Club-St Martin's Labor Day Fair, Gloria Grabarczyk, 9/3/23, 9/4/23, St Martins Rd & Church St; Knights of Columbus Trinity

Council-St Martin's Labor Day Fair, Kenneth Keefer, 9/3-9/4/23, St Martin of Tours Church Lot – 7963 S 116<sup>th</sup> St.

Seconded by Alderman Hasan. On a roll call, all voted Aye. Motion carried.

VOUCHERS AND  
PAYROLL

- I. Alderman Holpfer moved to approve City vouchers with an ending date of July 27, 2023, in the amount of \$1,666,158.48, and payroll dated July 28, 2023, in the amount of \$470,993.89 and payments of the various payroll deductions in the amount of \$246,066.73, plus City matching payments, and estimated payroll dated August 11, 2023, in the amount of \$650,000 and payments of the various payroll deductions in the amount of \$400,000, plus City matching payments. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a five-minute recess at 7:38 p.m.

Mayor Nelson returned to open session at 7:49 p.m.

CLOSED SESSION  
POTENTIAL TID NO. 9  
DEVELOPMENT  
AGREEMENT WITH  
CARMA  
LABORATORIES, INC.

- G.18. Alderman Holpfer moved to enter closed session at 7:50 p.m., pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.


Upon re-entering open session at 9:02 p.m.,

Alderman Holpfer moved to direct staff to return this meeting item subject matter to the August 15, 2023 Common Council meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:03 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>08/15/2023</b>
<b>Reports and Recommendations</b>	Motion to allow the Director of Health and Human Services to accept the 2023 Division of Public Health Consolidated Contracts to continue funding health department grants.	<b>ITEM NUMBER</b> <b>G.1.</b>

**Background:** The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run from July 1, 2023 through June 30, 2024:

- Tobacco Prevention – WI Wins: \$1,001
- Tobacco Prevention – Community Intervention: \$3,500

These grants assist the FHD in offering additional programming and services to residents based upon analysis and assessment of community needs in addition to the services required of the department by State and Municipal codes. Tobacco Prevention grants assist in our substance use prevention activities with youth in Franklin and prevention of youth using tobacco products.

The contract has been reviewed by the City Attorney and approved for signature pending Council approval.

**Recommendation:** The Director of Health and Human Services recommends approval to accept the Division of Public Health Consolidated Contract Grants for 2023-2024 awarded to the Franklin Health Department.

**Fiscal Note:** Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to allow the acceptance of the 2023-2024 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

Health Department: LG

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **57850-1**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required.

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by



Name: Cody Wagner

Title: Office of Legal Counsel

7/10/2023

Date Signed





**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**FRANKLIN HD**  
**for**  
**2023 DPH Consolidated Contract**

DPH Contract No. 57850-1  
Agreement Amount. \$4,501  
Agreement Term Period: **10/01/2022 to 09/30/2024**  
GEARS Pre-Packet No. 23982

DHS Division. Division of Public Health  
DHS Grant Administrator: Anna Benton  
DHS Email: [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator. Ms Lauren Gottlieb  
Grantee Address: 9229 W LOOMIS RD, FRANKLIN,  
WI, 53132  
Grantee Email. [LLube@franklinwi.gov](mailto:LLube@franklinwi.gov)

Modification Description. We are adding funding for the Tobacco Prevention and Control Program (Profiles 181004 & 181010). Please see attached Scope(s) of Work. Final reports are due 45 days from the end of the designated contract period for any included profiles

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

**State of Wisconsin**  
**Department of Health Services**

Authorized Representative

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Grantee**

Entity Name \_\_\_\_\_

Authorized Representative

Name Lauren Gottlieb

Title Director of Health and Human Services

Signature \_\_\_\_\_

Date \_\_\_\_\_

## CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

### HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

**GEARS PAYMENT INFORMATION*****DHS GEARS STAFF INTERNAL USE ONLY***  
**GEARS PAYMENT INFORMATION**

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement

Agency #	Agency Name	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract
472787	FRANKLIN HD	460	7/1/2023	6/30/2024	\$4,501

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
181004	TPCP WI WINS		-	\$1,001	\$1,001	N/A
181010	TPCP COMMUNITY INTRVNS		-	\$3,500	\$3,500	N/A
					\$4,501	

# Wisconsin Tobacco Prevention and Control Program (TPCP)

WI Wins and FACT

Agency Name: City of Franklin Health Department

Contract Type	CARS	Agreement Term Period	July 1, 2023 to June 30 2024
Profile ID	033010 WI Wins 8 004	Agency/Supplier Number	172787
Agency Name	City of Franklin Health Department	Contract/PO Number	000000000000000000
Program	Community Intervention/WI Wins	Agreement Amount	033500 WI Wins \$ 000

**Fiscal Reporting:** CARS reports should be submitted on a monthly basis via email to CARS copying the TPCP Contract Administrator. Invoices for Purchase Orders should be submitted on a monthly basis via email to Martha Pawlicki ([martha.pawlicki@wisconsin.gov](mailto:martha.pawlicki@wisconsin.gov)), copying the TPCP Contract Administrator. Fiscal budget monitoring will be discussed during contract administration meetings.

**Reporting:** Quarterly reporting is due within 15 days of the end of each calendar quarter using the TPCP online Activity Tracker and Wisconsin Wins Tracker. Related materials may be attached to submitted reports.

<h2>Wisconsin Wins</h2> <p><b>Goal:</b> To prevent underage sales and youth initiation of commercial tobacco through education on tobacco sales laws, recognizing retailers who are complying with the laws, and partnering with local law enforcement to enforce the laws</p> <p><b>Activities include.</b></p> <ul style="list-style-type: none"> <li>• Conduct compliance checks, media outreach and public outreach in each county/jurisdiction throughout the contract year per Addendum I and Addendum II.</li> <li>• Actively involve municipal or county level law enforcement agencies in WI Wins tobacco compliance checks.</li> </ul>
<h2>FACT (Youth Engagement)</h2> <p><b>Goal:</b> To actively involve youth in decision-making through meaningful opportunities by engaging them in recruitment, planning, peer outreach, empowerment, and advocacy activities to create positive social change.</p> <p><b>Active FACT groups should include the following activities.</b></p> <ul style="list-style-type: none"> <li>• Strategically recruit youth</li> <li>• Hold regular action-oriented meetings</li> <li>• Provide regular empowerment opportunities</li> <li>• Implement peer outreach activities</li> <li>• Involve youth in coalition work</li> <li>• Engage youth in advocacy (media and state and local leader meetings)</li> </ul>

**Addendum I****SFY24 Wisconsin Wins Allocations & Required Activities**

-Allocation &amp; Required Compliance Checks-

<b>COUNTY/JURISDICTION</b>	<b>SFY 24 CHECKS</b>	<b>SFY 24 ALLOCATION</b>
ADAMS	25	\$1,925
ASHLAND	18	\$1,386
BARRON	41	\$3,157
BAYFIELD	23	\$1,771
BROWN	118	\$9,086
BUFFALO	15	\$1,155
BURNETT	29	\$2,233
CALUMET	22	\$1,694
CHIPPEWA	59	\$4,543
CLARK	30	\$2,310
COLUMBIA	49	\$3,773
CRAWFORD	23	\$1,771
<b>DANE</b>	<b>254</b>	<b>\$19,568</b>
DODGE	59	\$4,543
DOOR	34	\$2,618
DOUGLAS	53	\$4,081
DUNN	31	\$2,387
EAU CLAIRE	58	\$4,466
FLORENCE	10	\$770
FOND DU LAC	63	\$4,851
FOREST	13	\$1,001
GRANT	47	\$3,619
GREEN	25	\$1,925
GREEN LAKE	20	\$1,540
IOWA	22	\$1,694
IRON	18	\$1,386
JACKSON	27	\$2,079
JEFFERSON	56	\$4,312
JUNEAU	33	\$2,541
KENOSHA	106	\$8,162
KEWAUNEE	16	\$1,232
LA CROSSE	61	\$4,697
LAFAYETTE	17	\$1,309
LANGLADE	31	\$2,387
LINCOLN	28	\$2,156
MANITOWOC	52	\$4,004
MARATHON	78	\$6,006
MARINETTE	55	\$4,235
MARQUETTE	16	\$1,232
MILWAUKEE - SUBURBAN	164	\$12,628
MILWAUKEE - FRANKLIN	13	\$1,001

Scope of Work July 1, 2023 to June 30, 2024

2

sh w ess

MILWAUKEE - CITY	468	\$36,036
MONROE	35	\$2,695
OCONTO	37	\$2,849
ONEIDA	44	\$3,388
OUTAGAMIE	95	\$7,315
OZAUKEE	34	\$2,618
PEPIN	10	\$770
PIERCE	34	\$2,618
POLK	55	\$4,235
PORTAGE	46	\$3,542
PRICE	16	\$1,232
RACINE	145	\$11,165
RICHLAND	11	\$847
ROCK	97	\$7,469
RUSK	17	\$1,309
SAUK	54	\$4,158
SAWYER	31	\$2,387
SHAWANO	39	\$3,003
SHEBOYGAN	78	\$6,006
ST. CROIX	71	\$5,467
TAYLOR	22	\$1,694
TREMPEALEAU	34	\$2,618
VERNON	19	\$1,463
VILAS	35	\$2,695
WALWORTH	80	\$6,160
WASHBURN	20	\$1,540
WASHINGTON	68	\$5,236
WAUKESHA	163	\$12,551
WAUPACA	50	\$3,850
WAUSHARA	26	\$2,002
WINNEBAGO	88	\$6,776
WOOD	54	\$4,158

*A compliance check must use positive reinforcement (per guidance from SAMHSA/CSAP) designed to support retailers who refuse sales to underage youth and educate those who would sell to minors about the legal and health consequences of such sales*

*All compliance checks must follow the WI Wins Protocol*

*Twenty percent (20%) of the total number of compliance checks per county/jurisdiction shall include checks in bars & grills, taverns, liquor stores, bowling alleys, resorts and golf courses. Remaining checks can include retail locations such as convenience stores, grocery stores, and gas stations*

*(Optional Activity) Tobacco 21 Purchase Surveys: Twenty percent (20%) of inspections may check compliance on federal law to include education only follow up, using the Tobacco 21 Purchase Surveys Protocol and no local law enforcement follow up*

## Addendum I

Scope of Work July 1, 2023 to June 30, 2024

## SFY 24 Wisconsin Wins Required Activities & Allocations (continued)

The number of outreach activities for each county/jurisdiction is based on the number of compliance checks allocated in SFY 24. See previous page for color assigned to the county/jurisdiction. Given that each county/jurisdiction has different needs, agencies have the ability to negotiate the number of activities

Example Wood County is coded with green, therefore 5 public outreach and 4 media outreach must be completed throughout SFY 24.

### -Required Outreach Activities-

#### SFY 24

ACTIVITY CATEGORIES	NUMBER OF REQUIRED OUTREACH ACTIVITIES					
Public Outreach	3	4	5	6	6	6/agency
Media Outreach	2	3	4	4	5	4/agency
<b>TOTAL ACTIVITIES PER COUNTY/JURISDICTION</b>	<b>5</b>	<b>7</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>10/agency</b>

Scope of Work. July 1, 2023 to June 30, 2024

## Addendum II

### Wisconsin Wins Outreach Activities

One of the goals of Wisconsin Wins outreach is to be a resource for retailers in Wisconsin. The work being done to achieve this goal provides many opportunities to integrate health equity into WI Wins activities. Examples of these opportunities include providing education to community members on non-punitive policies, building authentic and sustainable relationships with retailers and clerks, and developing resources that are available in multiple languages. Completing activities with an equitable approach can result in collaborative approaches that support the mutual efforts of trying to be good partners in the community.

Below is a list of suggested outreach activities that can be conducted throughout the contract year. WI Wins, WITobaccoCheck.org and/or the federal tobacco 21 law should be a significant focus of all outreach activities. There must be a variety of outreach activities within each outreach category instead of conducting the same type of activity within the category. Although this list contains many ideas, it is not exhaustive. To assure an original outreach activity will qualify toward the required objective, please contact the Youth Access Program Coordinator.

#### Media Outreach

- Participate in on-air and/or print interviews
- Send a press release to local daily, weekly, and/or monthly newspaper
- Share local story with newspaper, television, and/or radio
- Submit letter to the editor (LTE) to local newspaper
- Send WI Wins/T21 Public Service Announcement to television and/or radio stations
- Call-in to community talk radio shows and/or morning shows
- Submit a WI Wins update for local newsletters
  - Community
  - High school
  - Health department
  - Local coalitions
  - Neighborhood Watch
  - Places of worship
  - Chamber of Commerce
- Submit social media post
  - Examples of acceptable social media outreach include
    - Educating on federal tobacco 21 law
    - Using an ad template
    - Recognizing/thanking community partner, such as law enforcement (tag person/agency in Facebook post)
    - Recognizing/thanking retailer for not selling to youth (tag retailer in Facebook post)
- Submit paid ad template provided and approved by TPCP to print media (work with TPCP Communications Coordinator, Youth Access Program Coordinator and Contract Administrator)

#### Public Outreach

- Educate local leaders about WI Wins activities and federal tobacco 21 law
  - Arrange for virtual presentations/phone calls to/with local leaders
  - May include, but are not limited to, Board of Health, county/city or town board, school board, municipal clerk, district attorney/city attorney, local government officials, legislators

Scope of Work July 1, 2023 to June 30, 2024



- Inform law enforcement of WI Wins activities, federal tobacco 21 law and non-punitive policies related to youth possession or underage sales
- Connect with municipal clerks to discuss tobacco licensing/sales laws and identify opportunities to share information to tobacco licensees
- Share customizable WI Wins one-pager with local public leaders and legislators
- Send letters or emails to local leaders about retailers and clerks who succeed in making a difference in their community Encourage them to call or send a note to the stores thanking the owners/clerks
- Arrange for presentations with civic and community groups
- Educate general public on federal tobacco 21 law
- Include cessation message with outreach on tobacco 21
- Send direct mail to retailers
  - Must contain program information about WI Wins, WITobaccoCheck.org or the federal tobacco 21 law
  - Can include information about e-cigarettes and flavored products and the importance of checking IDs
- Conduct retailer trainings
- Promote No Menthol Sunday to retailers in communities with higher African American populations
- Send retailers Tobacco 21 resources (window cling, posters, buttons, etc )
- Promote WITobaccoCheck.org/Google translate
- Promote translated WI Wins resources
- Work with a local youth group to send thank you cards to local clerks and retailers who have complied with the law in the past
- Conduct administrative activities (limit to 1 per contract year)
  - Update retailer contact lists
  - Add retailer email addresses to lists
  - Survey retailers to assess needs

## Messages and Tactics

- All WI Wins outreach should have a positive focus
- The goal is to prevent initiation of tobacco products among youth and young adults by preventing access
- Provide details of WI Wins activities and WITobaccoCheck.org
- Recognize retailers and clerks who are making a difference in their community by not selling tobacco
- Highlight a retailer who uses WITobaccoCheck with all their employees
- Educate retailers on the federal tobacco 21 law and the need to verify purchaser age by checking ID
- Share a youth's perspective on their involvement in compliance checks
- Discuss enforcement practices and retailer employee training with law enforcement
- Thank retailers and clerks for not selling
- Increase awareness of e-cigarettes and flavored products available in the community and the importance of existing youth access laws/WI Wins program
- Promote treatment options when educating about the federal tobacco 21 law
- Build relationships with retailers and act as a resource for them

## Resources

- [WI Wins Google Folder](#)
- [WI Wins Activity Library](#) – Log in to search approved outreach activities

Scope of Work July 1, 2023 to June 30, 2024

**Certificate Of Completion**

Envelope Id 03C1B7F3108C494182CF04FB6CAA8040  
Subject MP - FRANKLIN HD- 2023 DPH Consolidated Contract- 57850-1  
Source Envelope  
Document Pages 10 Signatures 1  
Certificate Pages 5 Initials 0  
AutoNav Enabled  
Envelope Stamping Enabled  
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent

Envelope Originator  
Yvette Smith  
1 West Wilson St.  
Madison WI 53703  
yvettea.smith@dhs.wisconsin.gov  
IP Address 165.189.255.23

**Record Tracking**

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7/10/2023 10:57:40 AM  
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Holder: Yvette Smith  
yvettea.smith@dhs.wisconsin.gov

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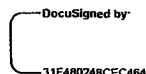
Location DocuSign

Location DocuSign

**Signer Events**

Cody Wagner  
CodyW.Wagner@dhs.wisconsin.gov  
Office of Legal Counsel  
Wisconsin Department of Health Services  
Security Level Email, Account Authentication (None)

**Signature**



Signature Adoption Uploaded Signature Image  
Using IP Address 107.208.176.202

**Timestamp**

Sent 7/10/2023 10:59:58 AM  
Viewed 7/10/2023 3:51:57 PM  
Signed 7/10/2023 3:55:30 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Gottlieb  
LLube@franklin.wi.gov  
Director of Health and Human Services  
Security Level Email, Account Authentication (None)

Sent 7/10/2023 3:55:32 PM  
Viewed 7/11/2023 10:32:38 AM

**Electronic Record and Signature Disclosure:**  
Accepted 7/11/2023 10:32:38 AM  
ID f0f06102-2517-41f5-b57e-89effee4f5e3

Anna Benton  
anna.benton@dhs.wisconsin.gov  
Security Level Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted 7/10/2023 2:59:35 PM  
ID 6f0e806d-5f69-4356-bcb3-f7f1e6a7758b

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Carbon Copy Events**

CARS Contracts

HSCARSContracts@dhs.wisconsin.gov

Wisconsin Department of Health Services

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DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

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**Timestamps**

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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us

**How to contact Wisconsin Department of Health Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov)

**To advise Wisconsin Department of Health Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may

1. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

11. send us an email to [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process .

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here. <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure, and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

APPROVAL HK	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/15/2023
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept the updated Centers for Disease Control Public Health Workforce Development Grant for COVID-19 mitigation and recovery efforts.	ITEM NUMBER G.2.

**Background:** The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. In 2021, the Franklin Health Department (FHD) was awarded the Centers for Disease Control Public Health Workforce Development. The project period has been extended from an original ending date of June 30, 2023 to an end date of June 30, 2024.

This grant is intended to address COVID-19 mitigation and recovery efforts (addressing disparities, supporting health department efforts, improving health outcomes, improving disaster planning, enhancing software and equipment, etc.). They allow FHD the ability to conduct a thorough community health assessment to address needs created or exacerbated by the pandemic as well as improve internal department and city functions and equipment to be better prepared for future public health emergencies.

- Centers for Disease Control Public Health Workforce Development \$81,595

The updated contract has been sent to the City Attorney for review.

**Recommendation:** The Director of Health and Human Services recommends approval of the Division of Public Health Contract for continued COVID-19 mitigation and recovery efforts.

**Fiscal Note:** Without the additional grant funds above, COVID-19 mitigation and recovery efforts would need to be scaled back as current funding sources expire. These grants allow FHD to continue work on the COVID-19 mitigation and recovery, as well as, to prepare for future public health emergencies.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to approve the acceptance of the updated Centers for Disease Control Public Health Workforce Development Grant for COVID-19 mitigation and recovery efforts.

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **47708-10**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing

OLC Review Required.

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description.

N/A

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by



Name Cody Wagner

Title Office of Legal Counsel

7/24/2023

Date Signed





**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**FRANKLIN HD**  
**for**  
**2021 DPH Consolidated Contract**

DPH Contract No 47708-10  
Agreement Amount. \$81,595  
Agreement Term Period: **10/01/2020 to 12/31/2024**  
GEARS Pre-Packet No: 24171

DHS Division. Division of Public Health  
DHS Grant Administrator: Anna Benton  
DHS Email. [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator Ms Lauren Gottlieb  
Grantee Address 9229 W LOOMIS RD, FRANKLIN, WI, 53132  
Grantee Email. [LLube@franklinwi.gov](mailto:LLube@franklinwi.gov)

Modification Description: We are adding funding for the Workforce Development Grant (Profile 155812). Please see attached Scope of Work. We are also attaching a revised Scope of Work for ARPA COVID Recovery (Profile 155811) to include additional information on allowable activities and reporting requirements. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

**State of Wisconsin**  
**Department of Health Services**

**Grantee**  
Entity Name \_\_\_\_\_

Authorized Representative

Authorized Representative

Name \_\_\_\_\_

Name Lauren Gottlieb

Title \_\_\_\_\_

Title Director of Health and Human Services

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **CIVIL RIGHTS COMPLIANCE ATTACHMENT**

**The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. ✓  
The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.**

**Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:**

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

### **HIGH-RISK IT REVIEW**

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

**GEARS PAYMENT INFORMATION**

***DHS GEARS STAFF INTERNAL USE ONLY***  
**GEARS PAYMENT INFORMATION**

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement

Agency #	Agency Name	Agency Type	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract
472787	FRANKLIN HD	460	7/1/2022	6/30/2024	\$81,595

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155812	PH WORKFORCE		-	\$81,595	\$81,595	N/A
					\$81,595	

**GEARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	155812
<b>FAIN</b>	NU90TP922132
<b>Federal Award Date</b>	3/20/2023
<b>Sub-award period of Performance Start Date</b>	7/1/2022
<b>Sub-award period of Performance End Date</b>	6/30/2024
<b>Amount of Federal Funds obligated (committed) by this action</b>	\$81,595
<b>Total Amount of Federal Funds obligated (committed)</b>	\$81,595
<b>Federal Award Project Description</b>	Cooperative Agreement for Emergency Response Public Health Crisis Response 2018
<b>Federal Awarding Agency Name (Department)</b>	DHHS-CDC
<b>DHS Awarding Official Name</b>	Debra K Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622
<b>Assistance Listing (formerly CFDA) Number</b>	93 354
<b>Assistance Listing (formerly CFDA) Name</b>	Public Health Emergency Response Cooperative Agreement for Emergency Response. Public Health Crisis Response
<b>Total made available under each Federal award at the time of disbursement</b>	\$35,053,171
<b>R&amp;D?</b>	No
<b>Indirect Cost Rate</b>	6.9%

**Local Public Health Agency Contract Objectives  
CDC Workforce Development Cooperative Agreement  
Budget Period: July 1, 2022 – June 30, 2024**

**CDC Workforce Development Contract Overview and Objectives**

The Wisconsin Department of Health Services (DHS), Office of Preparedness and Emergency Health Care (OPEHC) has established the following objectives and deliverables for completion by local and tribal public health agencies (LTPHAs) during the performance period from July 1, 2022 to June 30, 2024 with the goal of improving Wisconsin local public health staffing capabilities.

Per federal direction and guidance, OPEHC anticipates that LTPHAs will establish, expand, train, and sustain the LTPHA public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. OPEHC expects public health agencies to use available funding to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs over the performance period, including hiring personnel to build capacity to address LTPHA public health priorities deriving from COVID-19.

Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:

- Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
- Temporary or term-limited staff
- Fellows
- Interns
- Contractors or contracted employees

**Allowable Costs**

Following is a list of allowable and potential employment positions that may be considered, as well as supportive services that may be provided. This list is not exhaustive; OPEHC encourages recipients to think broadly and target hiring to meet their individual jurisdictional and local needs, as applicable.

1. The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:
  - Professional or clinical staff, including public health physicians and nurses; mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians;
  - Disease investigation staff, including epidemiologists; case investigators, contact tracers, or disease intervention specialists;

- School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts;
- Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers;
- Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response; and
- Any other positions as may be required to prevent, prepare for, and respond to COVID-19.

These individuals may be employed by:

- LTPHA governments or their fiscal agents;
  - Schools, school boards, school districts, or appropriate entities for providing school-based health care;
  - Nonprofit private or public organizations or community-based organizations with demonstrated expertise in implementing public health programs and established relationships with LTPHAs, particularly in medically underserved areas; or
  - Employment agencies, contracted vendors, or other temporary staffing agencies.
2. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce.
  3. Administrative support services necessary to implement activities funded under this section, including travel and training.

### **Allowable Activities**

Following is a list of allowable activities that can be conducted to support the hiring, recruiting, and training of a public health workforce, as well as activities that can be completed by the public health workforce supported with this funding. This list is not exhaustive, OPEHC encourages recipients to meet their individual jurisdictional and local needs, as applicable.

- Using a variety of mechanisms to expand the public health workforce, including, but not limited to.
  - Forming partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines,

- Establishing partnerships with schools of public health, technical and administrative schools, and social services and social science programs; and
- Using temporary staffing or employment agencies.
- Using recent gap assessments to inform work plan activities and hiring goals. If a gap assessment is not readily available, funds can be used to conduct this activity.
- Using funds to conduct a workforce analysis to determine whether health departments were organized to maximum benefit for the COVID-19 response and how they may want to be reconstituted to prepare for future emergencies.
- Addressing community recovery and resilience needs to respond effectively to the COVID-19 pandemic and other biologic threats, including vaccine-related education.
- Making subawards or contracts to local schools or school districts to support school nurses and school-based health services.
  - LTPHAs are strongly encouraged to coordinate with the Wisconsin Department of Public Instruction, as DPI is also receiving an allocation of this grant and implementing a statewide strategy to implement school-based strategies.
- Awarding funds to schools of public health or private or public organizations with demonstrated expertise in implementing public health programs in medically underserved communities.
- Training and education for new and existing staff on topics such as incident management training, especially from a public health perspective and integration with emergency management; health equity issues and working with underserved populations; cultural competency; disease investigations; informatics or data management; or other needs identified by the jurisdiction.
  - This can also include training on incident management or emergency management roles for existing staff in other program areas who may be called upon to support the response.
- Developing, training, and equipping response-ready “strike force” teams capable of deploying rapidly to meet emergent needs.
- Ensuring a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse work force across all levels who are representative of, and have language competence for, the local communities they serve.
- Ensuring the systematic collection of information about the activities, characteristics, and outcomes of programs, including COVID-19 pandemic response efforts, to inform current program decisions, improve program effectiveness, and make decisions about future program development.

## **Deliverables**

- LTPHAs will continue to use their originally submitted two-year budgets and work plans as a guideline for their grant activities, with an updated timeline of July 1, 2022 through June 30, 2024. Previously submitted and approved budgets can be found on the Partner Communication and Alerting (PCA) Portal.
  - To request access to the PCA Portal, please send an email to: [DHSPCAPortal@wi.gov](mailto:DHSPCAPortal@wi.gov)

- OPEHC allows LTPHAs to move up to 25 percent of their overall approved budget allocation between existing line items (within or between categories) without prior approval. Any change over 25 percent of the approved budget requires prior approval from OPEHC.
- Any budget change involving the addition of a new line item that did not appear in the initial approved budget requires prior approval from OPEHC.
- Any changes to contractors, such as identifying a supplier to update “to be named” on an initial budget, increases to contracted amount(s), or hiring new contractors that are not in the current approved budget require budget revisions.
- Whether or not a formal budget revision is required, grantees are advised to reflect changes in the REDCap reporting mechanism.
- Progress reports must be submitted by LTPHAs every six months. Progress reports must include hiring conducted under the contract. CDC is requiring OPEHC to report on all staff hired through these funds, including all LTPHA positions hired or contracted through this grant. LTPHAs will be required to report hiring across the categories of personnel described in the Allowable Costs section of this scope of work. Progress reports will also include measured progress against diversity/equity/inclusion (DEI) metrics determined by OPEHC and CDC. OPEHC will provide individual links to LTPHAs to complete this reporting via REDCap survey.

### **Special Provisions**

Be aware that CDC may provide more guidance to states regarding this funding. Expect that OPEHC would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds



## American Rescue Plan Coronavirus Fiscal Recovery Funding Local and Tribal Health Department Scope of Work

### **Funding Summary**

The American Rescue Plan Act (ARPA) established the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Funds (CLFRF), which provide a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. CSFRF authorizes States to transfer funds to private nonprofit organizations, Tribal governments, and units of State and local government. The ARPA Treasury Funds coming to Wisconsin are being allocated across many sectors. This particular allocation (\$58.4 million) is intended to support local and tribal health departments to meet their needs related to response and recovery from the COVID-19 pandemic.

### **Available Funding**

From Wisconsin's CSFRF award, the Department of Health Services (DHS) is allocating \$58.4 million directly to local and tribal health departments for expenses incurred from March 3, 2021, through December 31, 2024. The State used a distribution formula that includes a base of \$250,000 per jurisdiction with the remainder distributed by population.

### **Funding Purpose**

The Fiscal Recovery Funds provide resources to meet and address emergent public health needs, including measures to counter the spread of COVID-19, provision of care to those impacted by the virus, and programs or services that address disparities in public health that have been exacerbated by the pandemic.

### **COVID-19 Mitigation and Prevention**

**Enumerated eligible uses include:** ✓ Vaccination programs, including vaccine incentives and vaccine sites ✓ Testing programs, equipment and sites ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants) ✓ Public communication efforts ✓ Public health data systems ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances ✓ Medical and PPE/protective supplies ✓ Support for isolation or quarantine ✓ Ventilation system installation and improvement ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms) ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems) ✓ Public telemedicine capabilities for COVID-19 related treatment

### **Medical Expenses**

**Enumerated eligible uses include:** ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions ✓ Emergency medical response expenses ✓ Treatment of long-term symptoms or effects of COVID-19.

### **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services**

**Enumerated eligible uses include:** ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support ✓ Enhanced behavioral health services in schools ✓ Services for pregnant women or infants born with neonatal abstinence syndrome ✓ Support for equitable access to reduce disparities in access to high-quality treatment ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery ✓ Behavioral health facilities & equipment.

### **Public Health and Safety Staff**

**Enumerated eligible uses include:** ✓ Referrals to trauma recovery services for victims of crime ✓ Community violence intervention programs, including • Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance ✓ In communities experiencing increased gun violence due to the pandemic • Law enforcement officers focused on advancing community policing • Enforcement efforts to reduce gun violence, including prosecution • Technology & equipment to support law enforcement response.

### **Covered Public Health and Safety Staff**

- Employees of public health departments directly engaged in public health matters and related supervisory personnel.
- This includes payroll and covered benefits expenses for public health department staff to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.
- This can also include payroll, covered benefits, and other costs associated with rehiring public health staff up to the pre-pandemic staffing level of the government.

### **Improving the Design and Execution of Public Health Programs**

- This includes engaging in planning and analysis to improve programs addressing the COVID-19 pandemic, including through the use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis
- Examples (provided by WALHDAB) that could be included  
Communicable Disease Training public health on general communicable disease follow-up to quickly shift gears to respond to a pandemic The pandemic showed us that public health

infrastructure has suffered over the years and the need for trained workers to step into contact tracing roles is essential.

**Addressing administrative needs, including:**

- Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
- Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data, and case management systems).

**Addressing Disparities in Public Health Outcomes**

- Activities are eligible if provided in a Qualified Census Tract (QCT); to families living in QCTs; to populations, households, or geographic areas disproportionately impacted by the pandemic (supported through data); or services provided by Tribal governments
- This includes the activities that facilitate access to resources that improve health outcomes, including services that connect residents with healthcare resources and public assistance programs and build healthier environments, such as funding community health workers to help community members access health services and services to address social determinants of health; funding public benefits navigators to assist community members with benefits and services; housing services to support healthy living environments and neighborhoods; remediation of lead paint or other lead hazards to reduce the risk of elevated blood lead levels among children, and evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.
- This also includes promoting healthy childhood environments, such as new or expanded high-quality childcare to provide safe and supportive care for children; home visiting programs to provide structured visits from health, parent educators, and social service professionals; and enhanced services for child welfare-involved families and foster youth to provide support and training.
- Examples (provided by WALHDAB) that could be included. (Please note that within this category, eligibility is based on the first dot point above):
  - o Evaluate PH programs, performance measures and agency strategic plans by assessing the impacts of COVID-19 on our programs, performance measures, priorities, goals, and strategies.
  - o Continue to assess the impact of COVID on our program caseload but already know that some have been impacted more than others with an increasing caseload (WIC, STIs). Create one/some PHN or other public health positions to support these programs with service delivery as well as to support COVID surge and other preparedness response activities should our COVID caseloads increase as well.
  - o Strategies to address populations and programs most impacted by COVID include such areas as youth mental health, AODA, parenting, elder abuse, childhood immunizations, and reproductive health, including a focus on how to impact social determinants of health

### **Capital Expenditures**

- Prior approval for capital expenditures must be obtained by DHS. Grantees should email requests to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov) and include justification for the expenditure.
- Recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for use of funds.
- Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts, specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted agency.
- In undertaking capital expenditures, recipients are encouraged to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Recipients are encouraged to prioritize their procurement employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

### **The following capital projects are generally ineligible:**

- Construction of new correctional facilities as a response to an increase in the rate of crime
- Construction of new congregate facilities to decrease the spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

### **Requirements for Purchased Equipment using Federal Funds**

By Treasury's requirements for equipment, to the greatest extent practicable, all equipment purchased with ARPA funds should be American-made. Treasury defines equipment as tangible, non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. Subrecipient must maintain an equipment inventory list for all major equipment acquired or furnished under this funding with a unit acquisition cost of \$5,000 or more. At a minimum, the inventory list shall include the description of the item, manufacturer serial and/or identification number, acquisition date, and cost. This list should be maintained and supplied to DHS upon request for equipment inventory reporting purposes.

### **Allowable Expenses**

- Eligible uses of this funding must be in response to COVID-19, or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency (as described above) and unduplicated with other funding sources. To assess whether costs would be eligible, health departments should identify the effect of COVID-19 on public health, including immediate effects and/or effects that may manifest over months or years, and assess how the activity would respond to or address the identified need.
- Payments under this award will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part

200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

- Payments from the Fiscal Recovery Funds may be used only to cover costs incurred by the local or Tribal government by December 31, 2024.

### **Unallowable Expenses**

Funds may not be used for any of the following:

- Extraordinary payments into pension funds to reduce an accrued, unfunded liability incurred before the start of the COVID-19 public health emergency and occurring outside the recipient's regular timing for making such payments. This does not include covered benefits that are part of payroll contributions for employee wages and salaries that are otherwise an eligible use of Fiscal Recovery Funds.
- Funds may not be used as non-Federal matches for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements (e.g., to satisfy Medicaid share).
- Funds may not be used to either directly or indirectly offset a reduction in the tax revenue of the jurisdiction resulting from a covered change during the covered period.

### **Contracting**

The funds will be allocated through the Grant Enrollment, Application and Reporting System (GEARS). Expenses should be reported through the GEARS expense reporting process monthly.

- The GEARS expense report and the ARPA Monthly Financial & Progress Report (MFPR) must be completed monthly and emailed to [dhs600rcars@dhs.wisconsin.gov](mailto:dhs600rcars@dhs.wisconsin.gov) with a copy to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).
  - o If the grantee does not have expenses for a specific month, a GEARS expense report does not need to be submitted; however, the ARPA MFPR still needs to be submitted monthly for \$0 expense months to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).
- Local health departments will report on profile 155811 and tribal health departments will report on profile 65811 for GEARS contract year 2024.

Federal Cost Principles: as a subrecipient of federal funds, the subrecipient is required to adhere to the following federal regulations: OMG Guidance – 2 CFR Part 200 – Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at:

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Eligible costs must be incurred between March 3, 2021, and December 31, 2024. Final GEARS expense reports will be due no later than February 14, 2025. Expense reports submitted after February 14, 2025, will not be reimbursed. DHS will review total expenditures submitted by June 30, 2024 and assess underspending. DHS reserves the right to work with subrecipients and pull back underspending if there is not a plan in place to spend by December 31, 2024.

By signing the modification, the local or tribal health department is accepting receipt of the funds, signaling their intention to engage in any number of the eligible activities described above, and the terms included in the revised scope. Each jurisdiction can partner with another jurisdiction.

**Reporting Requirements**

To meet reporting requirements, local and tribal health departments will be required to submit the following reports to DHS by the dates specified below. Failure to deliver reports by due dates may delay payments.

	<b>Due</b>
GEARS Expenditure Reports	Monthly
ARPA Monthly Financial & Progress Report (MFPR)	Monthly

**Invoice and Payment Schedule**

The subrecipient shall only submit invoices/expenditure reports to DHS for qualifying approved expenses that comply with services rendered by the terms and conditions of this Agreement/Contract.

- The subrecipient shall submit GEARS expense reports and the ARPA MFRP to DHS via email [dhs600rcars@dhs.wisconsin.gov](mailto:dhs600rcars@dhs.wisconsin.gov) with a copy to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).
  - o If the grantee does not have expenses for a specific month, a GEARS expense report does not need to be submitted, however, the ARPA MFRP still needs to be submitted monthly for \$0 expense to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).
- Local health departments will report on profile 155811 and tribal health departments will report on profile 65811 for GEARS contract year 2024.
- Reports must include the subrecipient’s name, deliverable/services being invoiced, period rendered, staff hours and any other requirements in the reporting template.
- Reports will be itemized by the line items identified in the budget categories listed on the reporting template.
- Subrecipient’s invoice must be approved by DHS before payment will be made. Such approval will not be unreasonably withheld or delayed. Reports and payment requests submitted by any other means may delay processing and validation.
- A final invoice at the termination of the contract will be submitted within forty-five (45) days of the end of the contract and be labeled “final invoice”
- Expense reports submitted after February 14, 2025, will not be reimbursed.

**Special Provisions**

Be aware that Treasury may provide more guidance to states regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.

**Contact**

If you have any questions regarding this funding including allowable uses of funding, requests for purchasing of equipment, GEARS reporting requirements, or other questions, please send them to the ARPA Budget and Policy Analyst Kristen Siegel at [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov)

**Federal Award Information**

FAIN (Federal Award Identification Number)	SLFRP0135
Federal Award Date	03/03/2021
Subaward period of Performance Start Date	03/03/2021
Subaward period of Performance End Date	12/31/2024
Amount of Federal Funds obligated (committed) by this action	N/A
Total Amount of Federal Funds obligated (committed)	See Contract
Federal Award Project Description	The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.
Federal Awarding Agency Name (Department)	U S. Department of the Treasury
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing Number	21 027
Assistance Listing Name	Coronavirus State and Local Fiscal Recovery Funds
Total made available under each Federal award at the time of disbursement	\$1,266,580,313.25
R&D?	No
DPH Indirect Cost Rate	N/A

**Certificate Of Completion**

Envelope Id EA7F3404ED164E97B547C712A96F76AE  
Subject 155812 - 155811 - FRANKLIN HD - 2021 DPH Consolidated Contract - 47708-10  
Source Envelope  
Document Pages 16 Signatures 1  
Certificate Pages 5 Initials 0  
AutoNav Enabled  
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Christina Hinkley  
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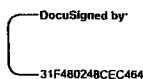
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Location DocuSign

**Signer Events**

Cody Wagner  
CodyW.Wagner@dhs.wisconsin.gov  
Office of Legal Counsel  
Wisconsin Department of Health Services  
Security Level Email, Account Authentication (None)

**Signature**



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Signed 7/24/2023 8:55:08 AM

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Lauren Gottlieb  
LLube@franklinwi.gov  
Director of Health and Human Services  
Security Level Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
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Anna Benton  
anna.benton@dhs.wisconsin.gov  
Security Level Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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**Agent Delivery Events**

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**Carbon Copy Events**

CARS Contracts

HSCARSContracts@dhs.wisconsin.gov

Wisconsin Department of Health Services

Security Level: Email, Account Authentication (None)

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DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

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**Witness Events**

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**Notary Events**

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**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Department of Health Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov)

### **To advise Wisconsin Department of Health Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your previous email address, your new email address. We do not require any other information from you to change your email address.

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APPROVAL #	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/15/2023
Reports and Recommendations	Motion to approve the Director of Health and Human Services to purchase a Health Department Vehicle as indicated in the 2022 approved City of Franklin Health Department Budget.	ITEM NUMBER G.3.

**Background:** Franklin Health Department currently uses a 2007 Ford Freestar van for transporting staff and materials to community events, education programs, and home visits. FHD received a donation of \$20,000 from the Franklin Seniors, INC. in 2020 to assist in continued educational programs for senior citizens. Partial funding for the new vehicle will be done with the donation money received, \$10,500 will be allocated from the Franklin Health Department American Rescue Plan Coronavirus Fiscal Recovery Grant award to meet and address emergent public health needs, including programs and services addressing health needs of the public that have been exacerbated by the pandemic, with the remainder of cost being paid from the 2022 Capital Improvement Budget allocation of \$10,000 which was encumbered from 2022 to 2023 for the purchase of this vehicle as approved in the January 17, 2023 Common Council Meeting (G.21). The current 2007 van would be sent to auction by by the Franklin Department of Public Works.

Vehicle Cost: \$40,218

- \$20,000 donation made to Franklin Health Department
- \$10,218 Franklin Health Department specific American Rescue Plan Coronavirus Fiscal Recovery Grant
- \$10,000 allocation from 2022 approved budget, encumbered funds to 2023

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to Motion to approve the Director of Health and Human Services to purchase Department Vehicle as indicated in the 2022 approved City of Franklin Health Department Budget.

Health Department: LG



## Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

# Franklin Health Department

Prepared For: Lauren Gottlieb

(414) 427-7526

LLube@franklinwi.gov

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD





# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$38,760 00
Dest Charge	\$1,595 00
Total Options	\$3,520 00
	<b>Subtotal</b>
	<b>\$43,875.00</b>
	<b>Subtotal Pre-Tax Adjustments</b>
	<b>\$0.00</b>
Less Customer Discount	(\$3,657 00)
	<b>Subtotal Discount</b>
	<b>(\$3,657.00)</b>
Trade-In	\$0.00
	<b>Subtotal Trade-In</b>
	<b>\$0.00</b>
	<b>Taxable Price</b>
	<b>\$40,218.00</b>
Sales Tax	\$0.00
	<b>Subtotal Taxes</b>
	<b>\$0.00</b>
	<b>Subtotal Post-Tax Adjustments</b>
	<b>\$0.00</b>
	<b>Total Sales Price</b>
	<b>\$40,218.00</b>

### Comments:

2024 Ford Explorer Base 4wd to your specs as detailed Registration fees are not included Delivery can not be anticipated due to current market conditions Subject to allocation approval from Ford

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

## Standard Equipment

### Mechanical

- Engine 2.3L EcoBoost I-4 -inc auto start-stop technology (STD)
- Transmission 10-Speed Automatic (STD)
- 3.58 Non-Limited-Slip Rear Axle Ratio
- 50 State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine
- Transmission w/Driver Selectable Mode
- Automatic Full-Time Four-Wheel Drive
- Battery w/Run Down Protection
- Regenerative Alternator
- Towing Equipment -inc. Trailer Sway Control
- GVWR 6,160 lbs
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Speed-Sensing Steering
- 17.9 Gal Fuel Tank
- Quasi-Dual Stainless Steel Exhaust
- Auto Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

### Exterior

- Wheels 18" 5-Spoke Silver-Painted Aluminum
- Tires P255/65R18 AS BSW -inc mini spare
- Steel Spare Wheel
- Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper
- Body-Colored Rear Bumper w/Black Rub Strp/Fascia Accent
- Black Bodyside Cladding and Black Wheel Well Trim

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## Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

### Exterior

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim  
Black Door Handles  
Black Power Side Mirrors w/Manual Folding  
Fixed Rear Window w/Fixed Interval Wiper Heated Wiper Park and Defroster  
Deep Tinted Glass  
Speed Sensitive Variable Intermittent Wipers  
Galvanized Steel/Aluminum Panels  
Lip Spoiler  
Black Grille  
Power Liftgate Rear Cargo Access  
Tailgate/Rear Door Lock Included w/Power Door Locks  
Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights  
Preference Setting Headlamps w/Delay-Off  
LED Brake Lights  
Headlights-Automatic Highbeams

### Entertainment

Radio w/Seek-Scan, Clock, Steering Wheel Controls and Internal Memory  
Radio AM/FM Stereo -inc MP3 capability, 6 speakers, speed-compensated volume and SiriusXM includes a 3 month prepaid subscription Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately or as a package, by Sirius XM radio inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at [www.siriusxm.com](http://www.siriusxm.com), All fees and programming subject to change, Trial subscriptions not available in Alaska and Hawaii  
Streaming Audio  
Integrated Roof Antenna  
SYNC 3 Communications & Entertainment System -inc enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub  
Bluetooth Wireless Phone Connectivity  
2 LCD Monitors In The Front

### Interior

Bucket Front Seats w/Cloth Back Material

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

## Interior

Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft

Manual Tilt/Telescoping Steering Column

Gauges -inc Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fixed 50-50 Bench Cloth 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -inc Power Cargo Access

Cruise Control w/Steering Wheel Controls

Voice Activated Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc Underseat Ducts and Headliner/Pillar Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Cloth Door Trim Insert

Cloth Captain's Chairs -inc 8-way power driver's seat w/power function for tilt and recline, 4-way manual front passenger seat w/fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage Mini Overhead Console w/Storage and 5 12V DC Power Outlets

Front And Rear Map Lights

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

## Interior

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc Carpet Front And Rear Floor Mats

Carpet Floor Trim

Trunk/Hatch Auto-Latch

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc Cargo Access

Smart Device Remote Engine Start

FordPass Connect -inc 4G LTE Wi-Fi hotspot connects up to 10 devices w/wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to [www.att.com/ford](http://www.att.com/ford), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App and Complimentary Connected Services are required for remote features (see FordPass terms for details), Connected Service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services excludes Wi-Fi hotspot ), Note Ford Telematics and data services prep included for fleet only FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at [www.fleet.ford.com](http://www.fleet.ford.com) or call 833-FCS-Ford, (833-327-3673)

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Trip Computer

Outside Temp Gauge

Analog Appearance

Manual Adjustable Rear Head Restraints

Front Center Armrest

2 Seatback Storage Pockets

Securilock Anti-Theft Ignition (pats) Immobilizer

5 12V DC Power Outlets

Air Filtration

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

## Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)  
Terrain Management System ABS And Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags  
Reverse Sensing System Rear Parking Sensors  
BLIS (Blind Spot Information System) Blind Spot  
Pre-Collision Assist with Pedestrian Detection and Cross-Traffic Alert  
Lane Keeping Alert Lane Keeping Assist  
Lane Keeping Alert Lane Departure Warning  
Collision Mitigation-Front  
Driver Monitoring-Alert  
Tire Specific Low Tire Pressure Warning  
Dual Stage Driver And Passenger Front Airbags  
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags  
Airbag Occupancy Sensor  
Driver And Passenger Knee Airbag  
Mykey System -inc Top Speed Limiter Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute  
Rear Child Safety Locks  
Outboard Front Lap And Shoulder Safety Belts -inc Rear Center 3 Point, Height Adjusters and Pretensioners  
Back-Up Camera w/Washer

## WARRANTY

Basic Years 3  
Basic Miles/km 36,000  
Drivetrain Years 5  
Drivetrain Miles/km 60,000  
Corrosion Years 5  
Corrosion Miles/km Unlimited  
Roadside Assistance Years 5  
Roadside Assistance Miles/km 60,000

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

## Selected Model and Options

### MODEL

CODE	MODEL	MSRP
K8B	2023 Ford Explorer Base 4WD	\$38,760 00

### COLORS

CODE	DESCRIPTION
UM	Agate Black Metallic

### ENGINE

CODE	DESCRIPTION	MSRP
99H	Engine 2.3L EcoBoost I-4 -inc auto start-stop technology (STD)	\$0 00

### TRANSMISSION

CODE	DESCRIPTION	MSRP
44T	Transmission 10-Speed Automatic (STD)	\$0 00

### OPTION PACKAGE

CODE	DESCRIPTION	MSRP
100A	Equipment Group 100A	\$0 00

### PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black Metallic	\$0 00

### SEAT TYPE

CODE	DESCRIPTION	MSRP
7N	Sandstone, Cloth Captain's Chairs -inc 8-way power driver's seat w/power function for tilt and recline, 4-way manual front passenger seat w/fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints	\$0 00

### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
16A	Front & Second Row Floor Liners (16A) -inc Deletes standard carpet floor mats	\$160 00

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

### DEALER INSTALLED OPTIONS

CODE	DESCRIPTION	MSRP
---	Cargo Mat -inc Shipped separately from the vehicle for dealer installation These features are ordered through WBDO only	\$160 00

### CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	4 Keys total	\$200 00
DI-2	2024 Model Year Price Increase	\$3,000 00
<b>Options Total</b>		<b>\$3,520.00</b>

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( / Complete )

## Price Summary

### PRICE SUMMARY

	<b>MSRP</b>
Base Price	\$38,760.00
Total Options	\$3,520.00
Vehicle Subtotal	\$42,280.00
Destination Charge	\$1,595.00
<b>Grand Total</b>	<b>\$43,875.00</b>

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">8/15/2023</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p style="text-align: center;"><b>Authorization to Execute Contract with Adair Floors for carpeting in Health Wing.</b></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>
<p><b>Background:</b> The Franklin Health Department hosts regular clinics as well as Health Department programming in the Health Wing within Franklin City Hall. Franklin senior citizens, aging adults, and individuals of all generations utilize the room. Within the last few years, Health Department grant funding was utilized to increase the number of table and chairs within the room to accommodate larger groups for programs and meetings. After utilizing the room for a few years, feedback has indicated that a less slick surface would provide more stability for individuals utilizing the tables and chairs and provide an improved ease of use of the space for individuals of varying abilities and balance capabilities.</p> <p><b>Analysis:</b> Carpet for the Health Wing at Franklin City Hall will enhance the space for community meetings, hosting program, and will contribute to sustained health improvement locally. Carpeting will make this room more user friendly for future community programs, clinics, and meetings. Bob Tesch, City of Franklin Building Operations Supervisor obtained multiple quotes. Adair Floors was selected based on most cost effective quote. Adair Floors is available for install in August 2023.</p> <p><b>Fiscal Note:</b> The Franklin Health Department received a Community Development Block Grant in early 2023 specifically awarding funds to cover the cost of this carpeting project. Cost of carpet and installation is \$5,496.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services recommends the authorization to execute a contract with Adair Flooring for the 2023 Health Wing Carpeting project.</p>		

Health Department: LG

**Adair Floors 'N' Mor', Inc**

7441 S. 27th Street  
Franklin, WI 53132

**Estimate**

Date	Estimate #
7/24/2023	2694

Name / Address
Franklin City Hall 9229 W Loomis Road Franklin, WI 53132

Description	
ATTN ROBERT TESCH	
Mohawk carpet tile in health wing, 3 rooms total	
We will tear out carpet in 1 room and dispose of all debris.	
We will use Tactile to install flooring. It will not be glued down	
Carpet tile by Mohawk Breaking News #989 Total Access.	
Includes 6" wall base to match Roppe #195 Light Grey	
Transitions as needed	
TOTAL COST	
Thank you Rob Adair	
<b>Total</b> \$5,496 00	

Phone #	Fax #	E-mail	Web Site
414-761-3660	414-761-6099	mfo@adairfloors.com	www.adairfloors.com

APPROVAL <del>X</del>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/15/2023
Reports and Recommendations	Motion to approve the Franklin Health Department to accept monetary donations in the amount of \$2,100 for the annual Bike Rodeo.	ITEM NUMBER G.5.
<p><b>Background:</b></p> <p>The Franklin Health Department hosted the annual Bike Rodeo on June 3, 2023. Participants in the Bike Rodeo rode through obstacle courses to learn 10 lessons on how to ride their bikes in the street safely. Along with the obstacle course, each participant received a free helmet, with a fitting, and a bike tune-up.</p> <p>The following donations for the 2023 Bike Rodeo have been made:</p> <p>Ascension - \$750  Midwest Orthopedic Specialty Hospital - \$500  Children's Wisconsin - \$500  Max A. Sass &amp; Sons Funeral Homes - \$250  Southwest Milwaukee Optimist Club - \$100</p> <p><b>Analysis:</b></p> <p>Monetary donations collected during the 2023 Bike Rodeo are used for advertising the Bike Rodeo, the purchase of bike helmets given out to each participant, as well as supplies and all of the incidental needs such as chalk, gauges, and any extra food/water supply for volunteers.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve acceptance of 2023 Bike Rodeo monetary donations in the amount of \$2,100.00.</p>		


Health Department: LG

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">August 15, 2023</p>
<p style="text-align: center;"><b>Reports and Recommendations</b></p>	<p>Motion to approve the Franklin Health Department to accept a monetary donation in the amount of \$300.</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.6.</i></p>
<p>The Franklin Health Department received a donation of \$300 from the Franklin Lioness Lions Club on June 30, 2023. This donation will support Franklin Health Department community programming.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve acceptance of this monetary donations in the amount of \$300.</p>		

Health Department: LG

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
 Reports & Recommendations	<b>A Final Resolution Directing Payment and Levy of Special Assessment for the Cost of Watermain Extension on W. Minnesota Avenue from S. 51<sup>st</sup> Street to S. 49<sup>th</sup> Street</b>	August 15, 2023  <b>ITEM NO.</b> Ald. Dist. 3 <b>G.7.</b>

**BACKGROUND**

A Public Hearing was held on April 4, 2022 regarding Special Assessments for the installation of water main on W. Minnesota Avenue bounded by S. 51st Street to the west and S. 49th Street to the east, thence northward on S. 49th Street approximately 50 feet. A final resolution directing payment and levy of special assessment for the cost of this project was tabled at the August 1, 2023 Common Council meeting.

The Common Council discussed the cost of lateral services and equalizing the cost of the laterals for those properties that are above the average. Staff is proposing averaging the total cost of laterals (\$5,501.13/each) and reduction of the properties that are in excess of the average. The properties that are below the average will remain at the actual cost of installation.

**ANALYSIS**

The assessments are included in the Engineering Report dated July 11, 2023 and revised July 27, 2023 and August 2, 2023 and total \$180,697.92 for nine properties.

**OPTIONS**

Adopt Resolution, or give table.

**FISCAL NOTE**

It is anticipated that two of the properties will defer payment up to 10-years. The rest of the property owners will be given the option to pay in full or pay with the property tax bill at 6% interest for 12-years.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, a resolution directing payment and levy of special assessment for the cost of watermain extension on W. Minnesota Avenue from S. 51st Street to S. 49th Street.

Engineering: GEM

RESOLUTION NO. 2023- \_\_\_\_\_

A FINAL RESOLUTION DIRECTING PAYMENT AND LEVY OF SPECIAL ASSESSMENT  
FOR THE COST OF WATERMAIN EXTENSION ON W. MINNESOTA AVENUE  
FROM S. 51<sup>ST</sup> STREET TO S. 49<sup>TH</sup> STREET

---

WHEREAS, the Common Council has determined that it is expedient and necessary for the best interests of the City, its people and the property affected thereby that the following permanent improvements be made as described in this preliminary resolution; and

WHEREAS, a Public Hearing was held on April 4, 2022 regarding Special Assessments for the installation of water main on W. Minnesota Avenue bounded by S. 51st Street to the west and S. 49th Street to the east, thence northward on S. 49th Street approximately 50 feet; and

WHEREAS, construction of the improvements is complete; and

WHEREAS, the City Engineer prepared a Report on Special Assessments dated July 11, 2023, and revised July 27, 2023 and August 2, 2023 as described in Section 207-15.E. of the Municipal Code.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin.

1. The Common Council is exercising police powers granted to it by law and adjudge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work of improvement be made for the installation of water main on W. Minnesota Avenue from a point of connection at the intersection of S. 51<sup>st</sup> Street eastwards to the intersection of S. 49<sup>th</sup> Street and northward to a point of termination approximately 50 feet north of W. Minnesota Avenue.
2. The Common Council in this process exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
3. The Common Council further declares that all assessments may be paid in one (1) payment when the work is completed, or in the next succeeding tax roll, or in the number of annual installments as determined by the Common Council.
4. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
5. That the City Engineer and/or his authorized representative is directed to prepare the report as described in Section 207-15.E. of the Municipal Code for the installation of a water main in the location described above.



Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

REPORT ON SPECIAL ASSESSMENTS  
for  
Watermain Extension on  
W. Minnesota Avenue from S. 51<sup>st</sup> Street to S. 49<sup>th</sup> Street

July 11, 2023

REVISED July 27, 2023

REVISED August 2, 2023

Prepared Pursuant to Franklin Municipal Code Sections §207-15 and §207-20



Glen E. Morrow, PE  
City Engineer, Director of Public Works, and Utility Manager

## **INTRODUCTION**

The Common Council of the City of Franklin directed Engineering staff to prepare the Report on Special Assessments for the installation of water main in W. Minnesota Avenue at a point of connection at the intersection of S. 51<sup>st</sup> Street to the intersection of S. 49th Street and then to a point of termination approximately 50 feet north of W. Minnesota Avenue in the City of Franklin as included in Resolution No. 2022-7819, adopted on February 1, 2022. A public hearing concerning the project and special assessment was held on April 4, 2022.

Construction is now complete. This report on the special assessments for the benefitted properties is a series of schedules. This report will be mailed to all property owners listed in Schedule D and is expected to be presented to the Common Council on **August 15, 2023.**

Upon adoption by the Common Council, this report will be submitted to the Finance Department for invoicing to the property owners. Owners will be given the option of a 10-year deferment (if eligible), payment in full, or annual payments at 6% for 12 years.

On February 1, 2022, Common Council passed Resolution 2022-7818 that extended the time for a lot in the 5000 block of W. Minnesota Avenue to extend the time of connection to ten years. The council action from February 1, 2022 is attached as Schedule E.

**On August 1, 2023, Common Council tabled a final resolution directing payment and levy of special assessment for the cost of watermain extension. The Common Council discussed the cost of lateral services and equalizing the cost of the laterals for those properties that are above the average. Staff is proposing averaging the total cost of laterals (\$5,501.13/each) and reduction of the properties that are in excess of the average. The properties that are below the average will remain at the actual cost of installation.**

## **SCHEDULE A – CONSTRUCTION PLANS AND SPECIFICATIONS**

Plans labeled “Proposed W. Minnesota Ave and S. 50<sup>th</sup> Street Water Main Extension for Water Main Extension for City of Franklin” consisting of 9 sheets were prepared by Excel Engineering and are dated August 17, 2022.

A Project Manual was also prepared by Excel Engineering and dated August 2022. Three addendums were issued dated August 29, 2022, September 6, 2022, and September 7, 2022.

Select pages of the plans and project manual are in Schedule A. Full Copies of the plans and project manual have been submitted to the Franklin Clerk’s office or may be requested by contacting the City Engineering office.



**SCHEDULE B – TOTAL PROJECT COSTS**

A spreadsheet is included in Schedule B showing the breakdown of assessible and non-assessible items. The bid submitted by Willkomm Excavating includes Alt No. 1 Water Laterals, and Alt No. 2- 2023 construction.

\$398,897.75	Bid for Willkomm includes Alt No. 1 Water Laterals, and Alt No. 2- 2023 construction
\$52,500.00	Excel design contract
\$442,967.75	Total Project Costs
\$250,990.98	Assessible Portion (related to providing water to properties along S. 50 <sup>th</sup> Street)
\$191,976.77	Non-Assessible Portion (assessment does not include road and watermain work associated with S. 50 <sup>th</sup> Street)

**SCHEDULE C – ASSESSMENTS COSTS**

9	Parcels to be assessed for water main
8	Parcels to be assessed for Services
1,084.93	Total Assessable Frontage (lineal feet)
\$133.82	Maximum water main Assessment Rate (2022)
\$145,185.33	Total Assessment for Water Mains
\$44,009.01	Total Assessments for Services (add 16% per §207-21)
\$35,512.59	Adjusted Total Assessments for Services
\$1,806.98	Total Amount should all parcels use the City Financing (1% per §207-23.D.)

Notes:

1. No portion of the project is oversizing; thus, no expenses are eligible for funding through the Water Impact Fee Account.
2. All nine parcels are zoned R-6: Suburban Single-Family Residence District.
3. No land is to be taken nor damages contemplated on this project so no credits to affected property owners are included in these calculations.

**Properties Served by Water Main**

The properties which are subject to the assessment are benefited by public water service in the at least seven ways:

1. Increased fire protection.
2. Reliability of water supply.
3. Assurance of a water supply which has been routinely tested for potability (lack of contamination).
4. Elimination of the reliance on maintenance and repair of individual wells
5. The developability of vacant, under-developed or partially-developed properties which are deferred from development by the lack of municipal water supply causing a negative impact on the fair market value.
6. The elimination of the potential for cross-contamination between individual limestone wells.
7. The elimination of the use of the limestone aquifer in the vicinity of outcropping which are more susceptible to contamination by pollution from surface contaminants including fertilizers, pesticides and spills.

## **SCHEDULE D - PROPERTY ASSESSMENT SUMMARY**

The properties, against which the assessments are proposed, are benefited. The schedule of special assessments lists property descriptions, ownership of record and assessments.

One parcel is eligible for a 10-year deferment per §207-15.K. Deferment would end when connection to water system is made, sold/transferred, or at the end of 10-years. This parcel would have 30-days from the date of the special assessment notice (August 1, 2023).

Another parcel is eligible for a 10-year deferment per stipulations imposed in Resolution 2022-7818.

SCHEDULE A CONSTRUCTION PLANS AND SPECIFICATIONS

PROPOSED W. MINNESOTA AVE AND S. 50th STREET WATER MAIN EXTENSION FOR:

**CITY OF FRANKLIN**  
FRANKLIN, WISCONSIN



PROPOSED WATER MAIN EXTENSION FOR:  
**CITY OF FRANKLIN**  
W MINNESOTA AVENUE • FRANKLIN, WI 53132



**SHEET DATE:** AUG. 17, 2022  
**BY:** [Name]  
**DATE:** [Date]

**PROJECT NUMBER:** 2217680  
**SHEET NUMBER:** C1.0

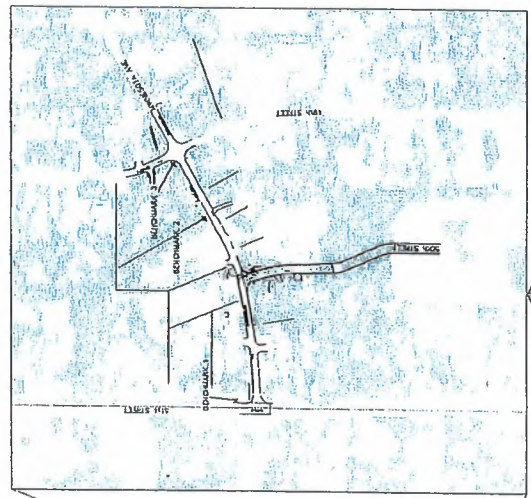
**CIVIL SHEET INDEX**

SHEET	SHEET TITLE	DATE	DATE	DATE	DATE	DATE	DATE
C1A	CIVIL COVER SHEET						
C1B	CONSTRUCTION STAGING SERVICES						
C1C	GENERAL NOTES						
C1D	CONSTRUCTION STAGING SERVICES						
C1E	CONSTRUCTION STAGING SERVICES						
C1F	CONSTRUCTION STAGING SERVICES						
C1G	CONSTRUCTION STAGING SERVICES						
C1H	CONSTRUCTION STAGING SERVICES						
C1I	CONSTRUCTION STAGING SERVICES						
C1J	CONSTRUCTION STAGING SERVICES						
C1K	CONSTRUCTION STAGING SERVICES						
C1L	CONSTRUCTION STAGING SERVICES						
C1M	CONSTRUCTION STAGING SERVICES						
C1N	CONSTRUCTION STAGING SERVICES						
C1O	CONSTRUCTION STAGING SERVICES						

**BENCHMARK INFORMATION**

BENCHMARK (NOV022)	ELEVATION
1. 5th STREET AND W. MINNESOTA AVENUE	711.17
2. WISCONSIN AVENUE AND S. 50th STREET	713.39
3. WISCONSIN AVENUE AND S. 50th STREET	713.39

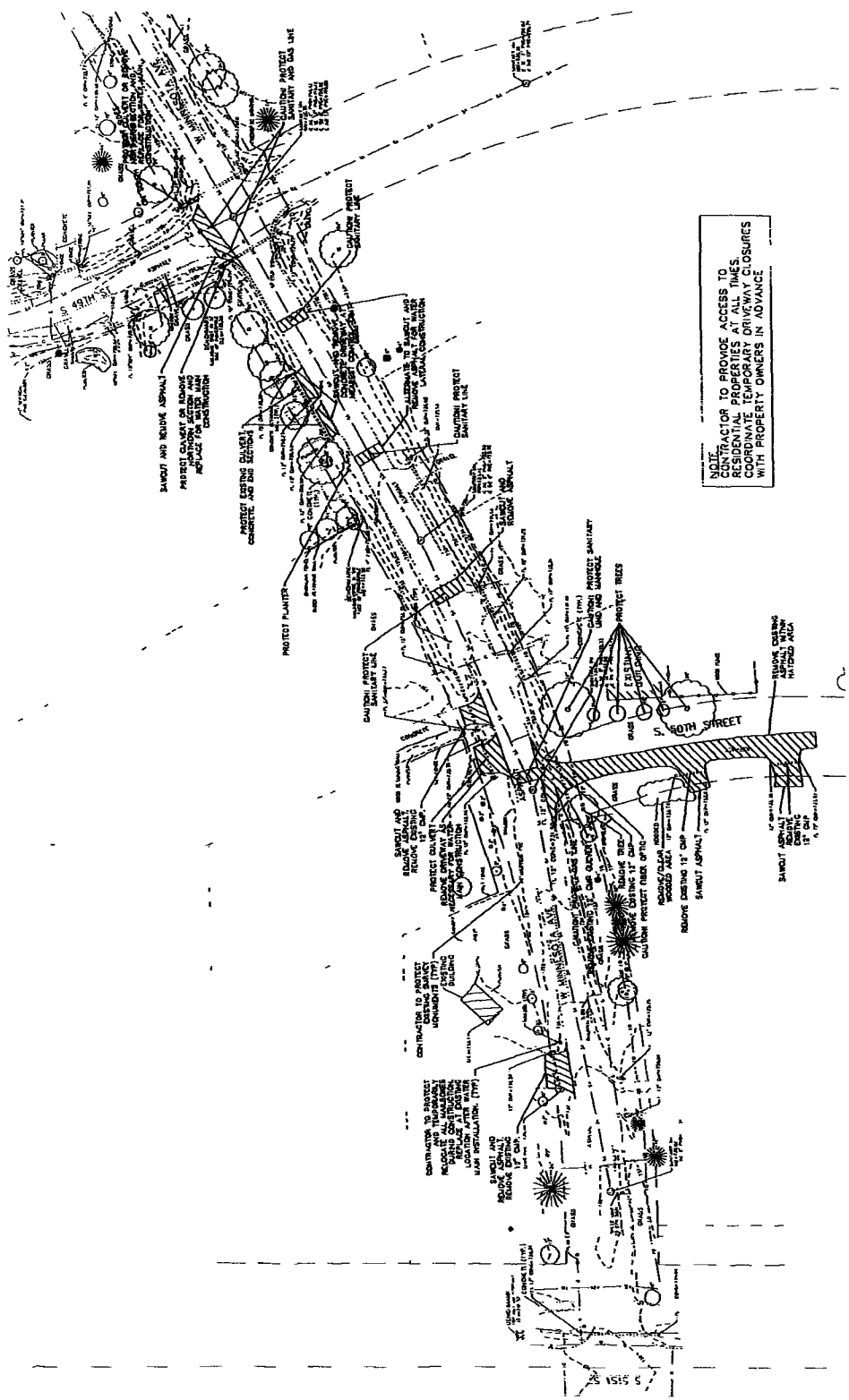
CONSTRUCTION STAGING SERVICES  
GENERAL NOTES  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FRANKLIN AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE DEVELOPMENT (DOT) PRIOR TO THE START OF CONSTRUCTION.  
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE STAGING AND STORAGE AREAS FOR ALL MATERIALS AND EQUIPMENT.  
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING VEGETATION AND LANDSCAPE.  
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.  
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND STRUCTURES.  
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE STAGING AND STORAGE AREAS FOR ALL MATERIALS AND EQUIPMENT.  
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10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.



**CONSTRUCTION STAGING SERVICES**  
GENERAL NOTES  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FRANKLIN AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE DEVELOPMENT (DOT) PRIOR TO THE START OF CONSTRUCTION.  
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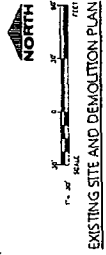
**CONTACTS**  
OWNER: CITY OF FRANKLIN  
100 E. WISCONSIN AVENUE  
FRANKLIN, WI 53132  
CONTACT: [Name]  
PROJECT NUMBER: 2217680  
SHEET NUMBER: C1.0

CIVIL COVER SHEET



**NOTE:**  
 CONTRACTOR TO PROVIDE ACCESS TO  
 RESIDENTIAL PROPERTIES AT ALL TIMES.  
 COORDINATE TEMPORARY DRIVEWAY CLOSURES  
 WITH PROPERTY OWNERS IN ADVANCE.

**NOTE:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS  
 AND COORDINATING WITH ALL AFFECTED UTILITIES AND AGENCIES. THE CONTRACTOR SHALL  
 BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND COORDINATING WITH ALL  
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 NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED UTILITIES AND AGENCIES.



EXISTING SITE AND DEMOLITION PLAN





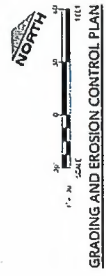
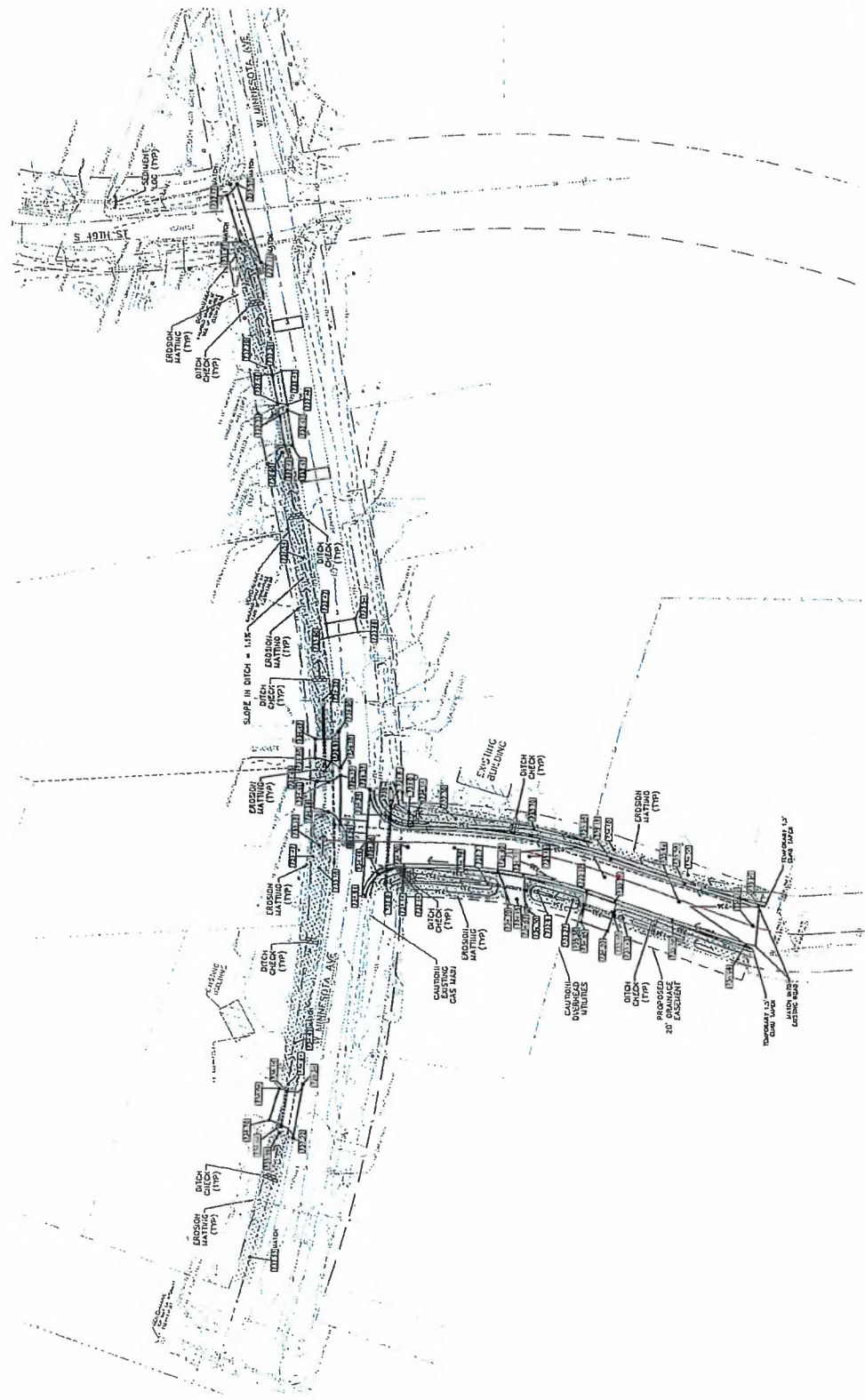
PROJECT INFORMATION

PROPOSED WATER MAIN EXTENSION FOR:  
**CITY OF FRANKLIN**  
 W MINNESOTA AVENUE • FRANKLIN, WI 53132

SHEET DATES  
 DATE: AUG. 17, 2022

SHEET NUMBER  
 2217680

SHEET TITLE  
**C4.0**







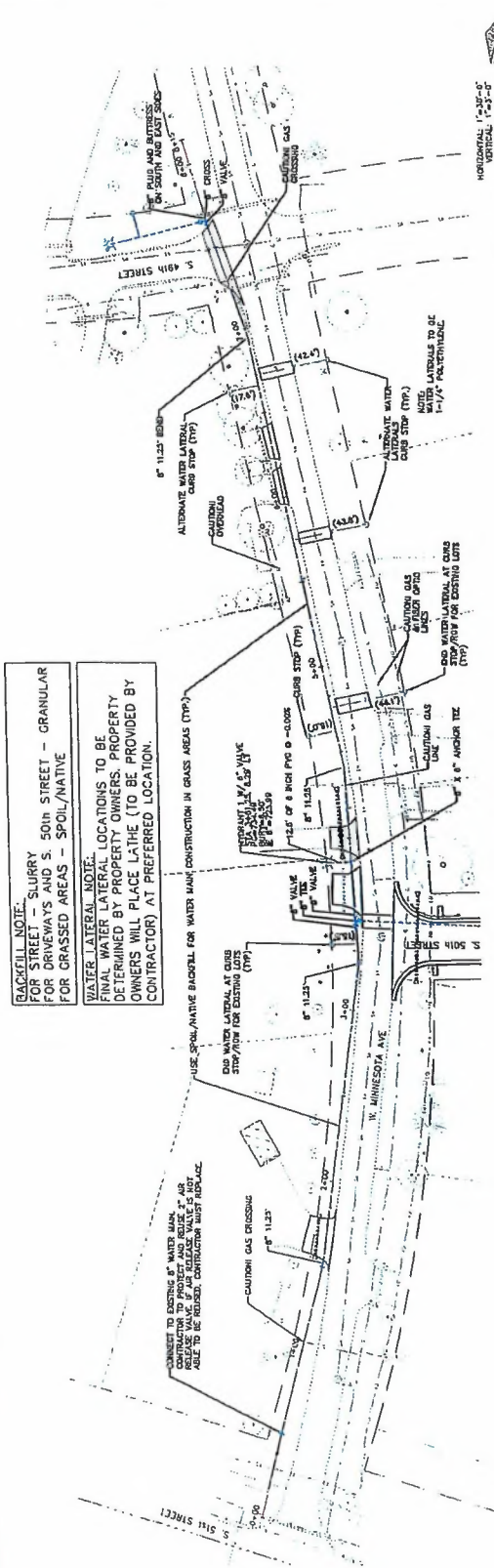
**PROJECT INFORMATION**

PROPOSED WATER MAIN EXTENSION FOR:  
**CITY OF FRANKLIN**  
 W MINNESOTA AVENUE • FRANKLIN, WI 53132

**SHEET DATES**  
 ORIGINAL AUG. 17, 2022

**JOB NUMBER**  
 2217660

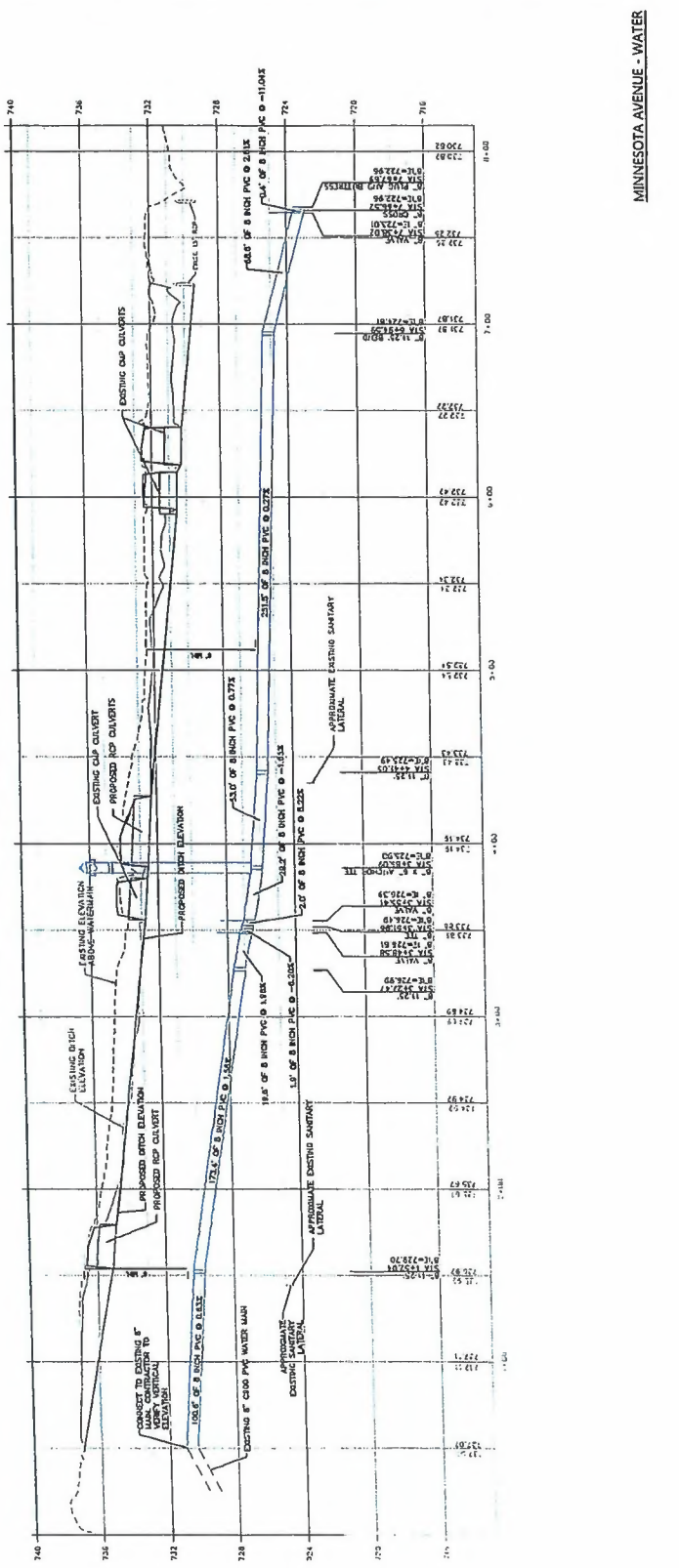
**SHEET NUMBER**  
**C5.0**



**BACKFILL NOTE:**  
 FOR STREET - SLURRY  
 FOR DRIVEWAYS AND S. 50th STREET - GRANULAR  
 FOR CROSSED AREAS - SPOIL/NATIVE

**WATER LATERAL NOTE:**  
 FINAL WATER LATERAL LOCATIONS TO BE DETERMINED BY PROPERTY OWNERS. PROPERTY OWNERS WILL PLACE LAIHE (TO BE PROVIDED BY CONTRACTOR) AT PREFERRED LOCATION.

W. MINNESOTA AVE. WATERMAIN PLAN

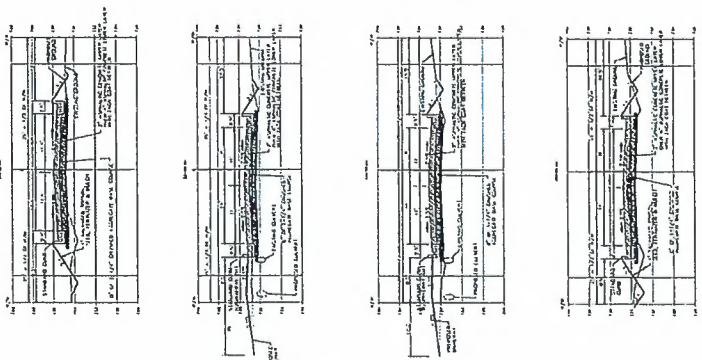


MINNESOTA AVENUE - WATER

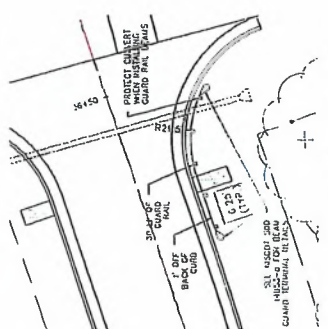






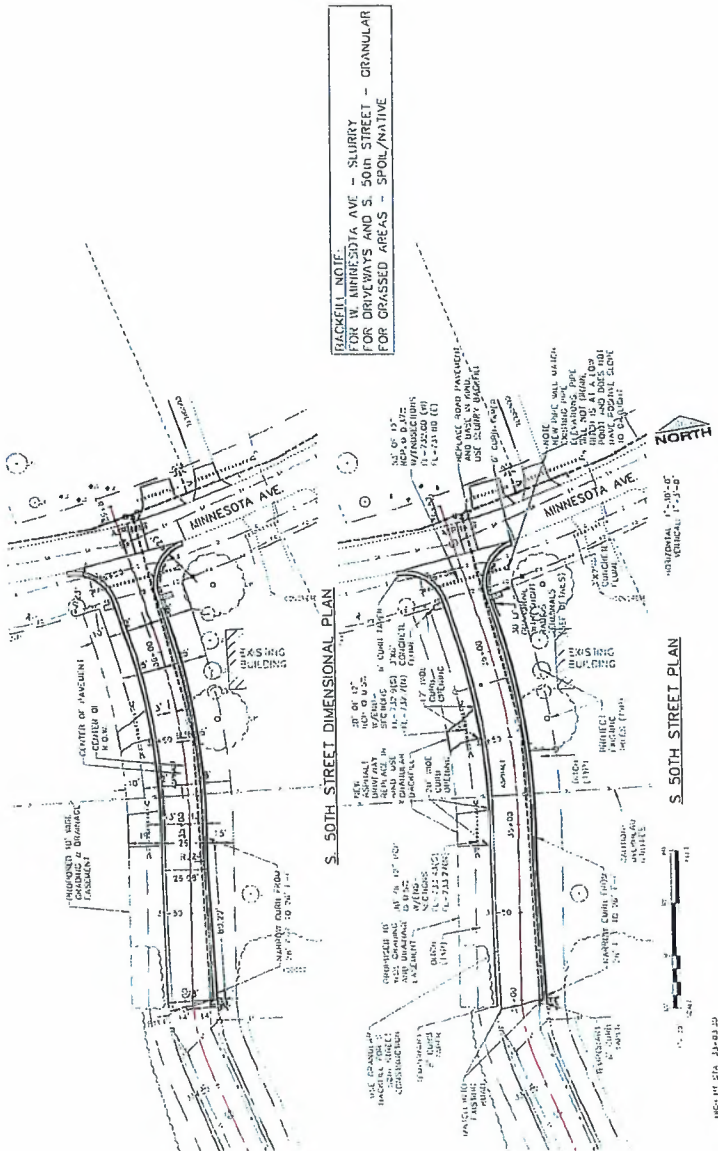


S. 50TH STREET CROSS SECTIONS  
 SEALS: VERTICAL: 1"=3'-0"  
 HORIZONTAL: 1"=10'-0"

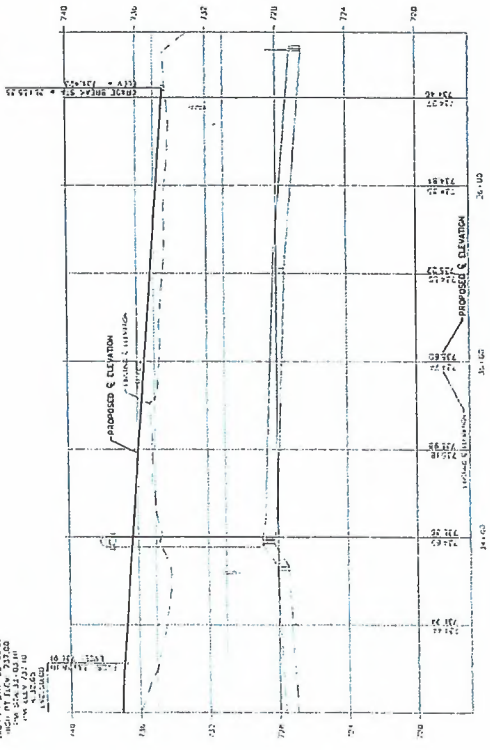


ENLARGED GUARD RAIL VIEW SCALE: 1"=1'-0"

S. 49TH STREET AND S. 50TH STREET - ROAD



NOTE: OWNER TO COORDINATE ALL WORK WITH ADJACENT PROPERTY OWNERS IN ADVANCE. ALL UTILITIES TO BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.





**PROJECT MANUAL  
(SPECIFICATIONS, BIDDING, AND CONTRACT DOCUMENTS)**

**FOR  
PROPOSED W. MINNESOTA AVE. AND S. 50<sup>TH</sup> STREET WATERMAIN  
EXTENSION  
IN THE CITY OF FRANKLIN**

PROJECT 2022 – 12  
AUGUST 2022

REPORT ON SPECIAL ASSESSMENTS W. MINNESOTA AVENUE WATER MAIN CONSTRUCTION  
 SCHEDULE B - TOTAL PROJECT COSTS

Item	Item Description	Total Project			Assessible Portion			Non Assessible Portion			Water Utility			Road			
		UoFM	Quantity	Unit Price	Extension	Quantity	Unit Extension	Quantity	Unit Extension	Quantity	Unit Extension	Quantity	Unit Extension	Quantity	Unit Extension		
35	ALT. NO. 1 - WATER LATERALS (Alternate) 1-1/4" Poly Water Service Lateral w/ Curb Stops	LF	134	\$140.00	\$18,760.00	134.00	LF	\$18,760.00	0.00	LF	\$0.00	134.00	LF	\$18,760.00	0.00	LF	\$0.00
1a	ALT. NO. 2 - 2023 CONSTRUCTION Asphalt Demo and Removal	SY	560	\$6.45	\$3,612.00	246.35	SY	\$1,588.94	313.65	SY	\$2,023.06	0.00	SY	\$0.00	560.00	SY	\$3,612.00
2a	Tree Clearing	SY	60	\$49.20	\$2,952.00	0.00	SY	\$0.00	60.00	SY	\$2,952.00	0.00	SY	\$0.00	60.00	SY	\$2,952.00
3a	Culvert Removal	LF	140	\$9.00	\$1,260.00	66.40	LF	\$597.60	73.60	LF	\$662.40	0.00	LF	\$0.00	140.00	LF	\$1,260.00
4a	8" Water Main	LF	1032	\$98.00	\$101,136.00	766.40	LF	\$75,107.20	265.60	LF	\$26,028.80	1032.00	LF	\$101,136.00	0.00	LF	\$0.00
5a	8" Valve	EA	5	\$3,048.00	\$15,240.00	5.00	EA	\$15,240.00	0.00	EA	\$0.00	5.00	EA	\$15,240.00	0.00	EA	\$0.00
6a	8" Cross	EA	1	\$1,338.00	\$1,338.00	1.00	EA	\$1,338.00	0.00	EA	\$0.00	1.00	EA	\$1,338.00	0.00	EA	\$0.00
7a	8" Tee	EA	1	\$938.00	\$938.00	1.00	EA	\$938.00	0.00	EA	\$0.00	1.00	EA	\$938.00	0.00	EA	\$0.00
8a	8" x 6" Anchor Tee	EA	1	\$978.00	\$978.00	1.00	EA	\$978.00	0.00	EA	\$0.00	1.00	EA	\$978.00	0.00	EA	\$0.00
9a	8" x 6" Reducer	EA	1	\$561.00	\$561.00	1.00	EA	\$561.00	0.00	EA	\$0.00	1.00	EA	\$561.00	0.00	EA	\$0.00
10a	1-1/4" Poly Water Service Lateral w/ Curb Stops	LF	139	\$190.00	\$26,410.00	89.90	LF	\$17,081.00	49.10	LF	\$9,329.00	139.00	LF	\$26,410.00	0.00	LF	\$0.00
11a	8" Plug and Buttriss	EA	2	\$560.00	\$1,120.00	2.00	EA	\$1,120.00	0.00	EA	\$0.00	2.00	EA	\$1,120.00	0.00	EA	\$0.00
12a	6" Hydrant Lead	EA	21	\$167.00	\$3,507.00	21.00	EA	\$3,507.00	0.00	EA	\$0.00	21.00	EA	\$3,507.00	0.00	EA	\$0.00
13a	Hydrant & Valve assembly	EA	2	\$8,913.00	\$17,826.00	2.00	EA	\$17,826.00	0.00	EA	\$0.00	2.00	EA	\$17,826.00	0.00	EA	\$0.00
14a	Connect to Existing	EA	2	\$2,352.00	\$4,704.00	2.00	EA	\$4,704.00	0.00	EA	\$0.00	2.00	EA	\$4,704.00	0.00	EA	\$0.00
15a	12" RCP Culvert	EA	180	\$59.00	\$10,620.00	67.00	EA	\$3,953.00	113.00	EA	\$6,667.00	0.00	EA	\$3,953.00	113.00	EA	\$6,667.00
16a	12" RCP End Section	EA	10	\$1,000.00	\$10,000.00	4.00	EA	\$4,000.00	6.00	EA	\$6,000.00	0.00	EA	\$4,000.00	6.00	EA	\$6,000.00
17a	8" of 1-1/4" Crushed Limestone TB	SY	877	\$14.45	\$12,672.65	186.69	SY	\$2,697.68	690.31	SY	\$9,974.97	186.69	SY	\$2,697.68	690.31	SY	\$9,974.97
18a	2" Asphalt Surface Course	SY	731	\$36.25	\$26,498.75	40.69	SY	\$1,475.03	690.31	SY	\$25,023.72	40.69	SY	\$1,475.03	690.31	SY	\$25,023.72
19a	4" Asphalt Binder Course	SY	173	\$48.00	\$8,304.00	106.88	SY	\$5,129.83	66.12	SY	\$3,134.86	106.88	SY	\$5,129.83	66.12	SY	\$3,134.86
20a	Asphalt Driveway Replacement	SY	26	\$11.60	\$300.00	26.00	SY	\$300.00	0.00	SY	\$0.00	26.00	SY	\$300.00	0.00	SY	\$0.00
21a	Concrete Driveway Replacement	SY	26	\$148.50	\$3,861.00	0.00	SY	\$0.00	597.00	LF	\$91,038.60	0.00	LF	\$0.00	597.00	LF	\$31,038.60
22a	Concrete curb and gutter	LF	537	\$57.80	\$31,038.60	0.00	LF	\$0.00	30.00	LF	\$4,590.00	0.00	LF	\$0.00	30.00	LF	\$4,590.00
23a	Guardrail w/ short radius terminals	CY	25	\$88.00	\$2,200.00	0.00	CY	\$0.00	25.00	CY	\$2,200.00	0.00	CY	\$0.00	25.00	CY	\$2,200.00
24a	Excavation below subgrade	EA	1550	\$2.15	\$3,332.50	888.76	EA	\$1,803.33	711.24	EA	\$1,529.17	838.76	EA	\$1,803.33	711.24	EA	\$1,529.17
25a	Seed / Fertilize / Mulch (including stockpiles)	EA	1	\$2,600.00	\$2,600.00	0.00	EA	\$0.00	1.00	EA	\$2,600.00	0.00	EA	\$0.00	1.00	EA	\$2,600.00
26a	Tracking Pad	EA	1321	\$2.65	\$3,500.65	724.26	EA	\$1,919.28	596.74	EA	\$1,581.37	724.26	EA	\$1,919.28	596.74	EA	\$1,581.37
27a	Erosion Matting	EA	8	\$160.00	\$1,280.00	4.00	EA	\$640.00	4.00	EA	\$640.00	4.00	EA	\$640.00	4.00	EA	\$640.00
28a	Ditch Check	EA	1	\$135.00	\$135.00	1.00	EA	\$135.00	0.00	EA	\$0.00	1.00	EA	\$135.00	0.00	EA	\$0.00
29a	Sediment Log	SY	1184	\$0.30	\$355.20	740.55	SY	\$222.16	443.45	SY	\$133.04	740.55	SY	\$222.16	443.45	SY	\$133.04
30a	Topsoil Stripping	CY	650	\$24.20	\$15,730.00	650.00	CY	\$15,730.00	0.00	CY	\$0.00	650.00	CY	\$15,730.00	0.00	CY	\$0.00
31a	Common Excavation -Removal-Compaction	EA	1066	\$5.10	\$5,436.60	740.55	EA	\$3,776.78	325.45	EA	\$1,659.82	740.55	EA	\$3,776.78	325.45	EA	\$1,659.82
32a	Topsoil Placement	EA	1	\$2,000.00	\$2,000.00	0.00	EA	\$0.00	1.00	EA	\$2,000.00	0.00	EA	\$0.00	1.00	EA	\$2,000.00
33a	Compaction testing (allowance)	EA	1	\$17,180.00	\$17,180.00	0.50	EA	\$8,590.00	0.50	EA	\$8,590.00	0.50	EA	\$8,590.00	0.50	EA	\$8,590.00
34a	Mobilization	EA	1	\$17,180.00	\$17,180.00	0.50	EA	\$8,590.00	0.50	EA	\$8,590.00	0.50	EA	\$8,590.00	0.50	EA	\$8,590.00
	Excel Engineering Design Efforts	LS	1	\$52,500.00	\$52,500.00	0.80	EA	\$42,000.00	0.20	EA	\$10,500.00	0.80	LS	\$42,000.00	0.20	LS	\$10,500.00
					\$442,967.75			\$250,990.98			\$191,976.77			\$286,514.24			\$156,453.51



**REPORT ON SPECIAL ASSESSMENTS W. MINNESOTA AVENUE WATER MAIN CONSTRUCTION  
SCHEDULE C - ASSESSMENT COSTS**

Water Main Assessment Portion			
Parcel Address	Assessible Frontage	Unit Rate	Main Assessment
1 7244 S. 49th Street	215.07 LF	\$ 133.82	\$ 28,780.67
2 7267 S. 49th Street	100.00 LF	\$ 133.82	\$ 13,382.00
3 4909 W. Minnesota Ave.	105.86 LF	\$ 133.82	\$ 14,166.19
4 4913 W. Minnesota Ave.	100.00 LF	\$ 133.82	\$ 13,382.00
5 4932 W. Minnesota Ave.	150.00 LF	\$ 133.82	\$ 20,073.00
6 4939 W. Minnesota Ave.	100.00 LF	\$ 133.82	\$ 13,382.00
7 4951 W. Minnesota Ave.	100.00 LF	\$ 133.82	\$ 13,382.00
8 5000 W. Minnesota Ave.	101.00 LF	\$ 133.82	\$ 13,515.82
9 5003 W. Minnesota Ave.	113.00 LF	\$ 133.82	\$ 15,121.66
	1084.93		\$ 145,185.33

Services Assessment Portion													
Parcel Address	Unit	Contract Price	Lateral Cost	Contract Unit Price	Stone Cost	Asphalt Surface	Contract Unit Price	Stone Cost	Asphalt Blinder	Contract Unit Price	Stone Cost	Subtotal	Add 16%
1 7244 S. 49th Street	14.27 LF	\$ 190.00	\$ 2,711.30	\$ 14.45	\$ -	-	\$ 36.25	\$ -	\$ 48.00	\$ -	\$ -	\$ 2,711.30	\$ 3,145.11
2 7267 S. 49th Street	17.56 LF	\$ 140.00	\$ 2,458.40	\$ 12.50	\$ -	-	\$ 133.00	\$ -	\$ 133.00	\$ -	\$ -	\$ 2,458.40	\$ 2,851.74
3 4909 W. Minnesota Ave.	42.38 LF	\$ 140.00	\$ 5,933.20	\$ 12.50	\$ -	-	\$ 133.00	\$ -	\$ 133.00	\$ -	\$ -	\$ 5,933.20	\$ 6,882.51
4 4913 W. Minnesota Ave.	43.77 LF	\$ 140.00	\$ 6,127.80	\$ 12.50	\$ -	-	\$ 133.00	\$ -	\$ 133.00	\$ -	\$ -	\$ 6,127.80	\$ 7,108.25
5 4932 W. Minnesota Ave.	44.44 LF	\$ 190.00	\$ 8,443.60	\$ 14.45	\$ -	-	\$ 36.25	\$ -	\$ 48.00	\$ -	\$ -	\$ 8,443.60	\$ 9,794.58
6 4939 W. Minnesota Ave.	18.60 LF	\$ 190.00	\$ 3,534.00	\$ 14.45	\$ -	-	\$ 36.25	\$ -	\$ 48.00	\$ -	\$ -	\$ 3,534.00	\$ 4,099.44
7 4951 W. Minnesota Ave.	15.48 LF	\$ 190.00	\$ 2,941.20	\$ 14.45	\$ -	-	\$ 36.25	\$ -	\$ 48.00	\$ -	\$ -	\$ 2,941.20	\$ 3,411.79
8 5000 W. Minnesota Ave.	30.47 LF	\$ 190.00	\$ 5,789.30	\$ 14.45	\$ -	-	\$ 36.25	\$ -	\$ 48.00	\$ -	\$ -	\$ 5,789.30	\$ 6,715.59
9 5003 W. Minnesota Ave.			\$ 37,938.80		\$ -	-		\$ -		\$ -	\$ -		\$ 44,009.01

Equalizing Services Assessment Portion			
Parcel Address	Laterals w/o Adjustment	Comparison to Average	Adjustment to Service Assessment
1 7244 S. 49th Street	\$ 3,145.11	\$ (2,356.02)	\$ -
2 7267 S. 49th Street	\$ 2,851.74	\$ (2,649.38)	\$ -
3 4909 W. Minnesota Ave.	\$ 6,882.51	\$ 1,381.39	\$ (1,381.39)
4 4913 W. Minnesota Ave.	\$ 7,108.25	\$ 1,607.12	\$ (1,607.12)
5 4932 W. Minnesota Ave.	\$ 9,794.58	\$ 4,293.45	\$ (4,293.45)
6 4939 W. Minnesota Ave.	\$ 4,099.44	\$ (1,401.69)	\$ -
7 4951 W. Minnesota Ave.	\$ 3,411.79	\$ (2,089.33)	\$ -
8 5000 W. Minnesota Ave.	\$ 6,715.59	\$ 1,214.46	\$ (1,214.46)
9 5003 W. Minnesota Ave.	\$ 5,501.13		
Average	\$ 5,501.13		
Totals Collection	\$ 44,009.01		\$ 35,512.59
Difference			\$ 8,496.42

**REPORT ON SPECIAL ASSESS W. MINNESOTA AVENUE WATER MAIN CONSTRUCTION**  
**SCHEDULE D- PROPERTY ASSESSMENT SUMMARY**

Parcel	Owner	Tax Key No.	Address	Total Assessment	Deferment Eligible?
1	Dennis P & Christine H Wimmer	759 0032 000	7244 S. 49th Street	\$ 31,925.78	NO
2	Joseph F & Rita Petrie	759 0022 001	7267 S. 49th Street	\$ 16,233.74	NO
3	Brian & Renee Bangart	759 0035 000	4909 W. Minnesota Ave.	\$ 19,667.31	NO
4	Home Path Financial, LP	759 0037 000	4913 W. Minnesota Ave.	\$ 18,883.13	NO
5	Robert L & Deborah A Turner	759 0023 000	4932 W. Minnesota Ave.	\$ 20,073.00	YES
6	John T & Noreen M Petrie	759 0038 000	4939 W. Minnesota Ave.	\$ 18,883.13	NO
7	Daniel F Distefano	759 0039 000	4951 W. Minnesota Ave.	\$ 17,481.44	NO
8	David & Barbara Gudgeon	759 0024 003	5000 W. Minnesota Ave.	\$ 16,927.61	YES
9	Daniel J Kennedy	759 0034 000	5003 W. Minnesota Ave.	\$ 20,622.79	NO
				<b>\$ 180,697.92</b>	



<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<del>MTG. DATE</del> <del>February 1, 2022</del>
<b>Reports &amp; Recommendations</b>	<b>A MOTION TO RESCIND OR AMEND RESOLUTION 2017-7318 A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT ON 5000 BLOCK OF W. MINNESOTA AVENUE</b>	<del>ITEM NO.</del> <del><b>G.3.</b></del>

**BACKGROUND**

On November 7, 2017, Common Council passed Resolution 2017-7318 that allowed a 3-lot Certified Survey Map to be created without the need to connect to public water, provided that when water is available, the home would have one-year to connect. The developer/owner is in the process of constructing the home.

Currently, there is consideration of a watermain project that would trigger the need to connect and the property owner is requesting that the City rescind the requirements stipulated in the resolution.

**ANALYSIS**

The previous Council Action is attached for review of the issues. There are three options for consideration of how to address the current request regarding Resolution 2017-7318.

1. Common Council could rescind the previous resolution. If a watermain project is constructed, this property would be treated like any other property under consideration for special assessment charges.
2. Common Council could amend the previous resolution to modify terms of the resolution. For example, instead of a one-year timeframe, connection might be required within ten years.
3. Common Council could take no action on the request and enforce the requirements stipulated therein. The current owner is the same person that made the commitments in 2017. One could note that he understood the conditional approval to develop a lot and construct a home on that lot, and proceeded with that understanding.

Of note, Staff met with the property owner, Mr. Gudgeon. He prefers to rescind the previous resolution. Furthermore, he is agreeable to participate in the W. Minnesota Avenue watermain project like the rest of the benefited properties.

**OPTIONS:**

- A) Rescind
- B) Reconsider
- C) No Action

**FISCAL NOTE**

This decision will have an impact on an anticipated special assessment report.

**RECOMMENDATION**

(Option A) Motion to rescind Resolution 2017-7318 a resolution to waive water extension to serve a lot on 5000 block of W. Minnesota Avenue.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN . MILWAUKEE COUNTY

RESOLUTION NO. 2017-7318

A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT IN THE 5000 BLOCK OF W MINNESOTA AVENUE AT THIS TIME AND REQUIRE THE PROPERTY OWNERS OF THIS LOT TO CONNECT TO PUBLIC WATER WITHIN ONE YEAR OF CONSTRUCTION OF A PUBLIC WATER MAIN EXTENDED TO THE PROPERTY

WHEREAS, David Gudgeon and James L. Loudon have been working on a 3-lot land division on the property of the northeast corner of S. 51st Street and W. Minnesota Avenue; and

WHEREAS, Common Council approved the CSM with a condition that the applicant shall request that the City extend public water facilities to serve Lot 3. If rejected, Lot 3 may be developed with a private well-water system. A statement shall be added to Sheet 1 of the Certified Survey Map to indicate whether the land is being served by public sanitary sewer and water or public sanitary sewer only; and

WHEREAS, staff has determined that extension of the public water supply system to loop it through the neighborhood is burdensome for development of one created lot; and

WHEREAS, the owner, and its successors will be required to connect to public water within one year of construction of a public water main extended to the created lot.

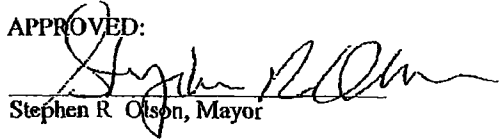
NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to waive water extension a lot in the 5000 block of W Minnesota Avenue at this time.

FURTHERMORE BE IT RESOLVED that the property owners of lot 3 be required to connect to public water within one year of construction of a public water main extended to the property

Introduced at a regular meeting of the Common Council of the City of Franklin the 8<sup>th</sup> day of November, 2017, by Alderman Wilhelm.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 7th day of November, 2017.

APPROVED:

  
Stephen R. Olson, Mayor

ATTEST

  
Sandra L. Wesolowski, City Clerk

AYES 6      NOES 0      ABSENT 0

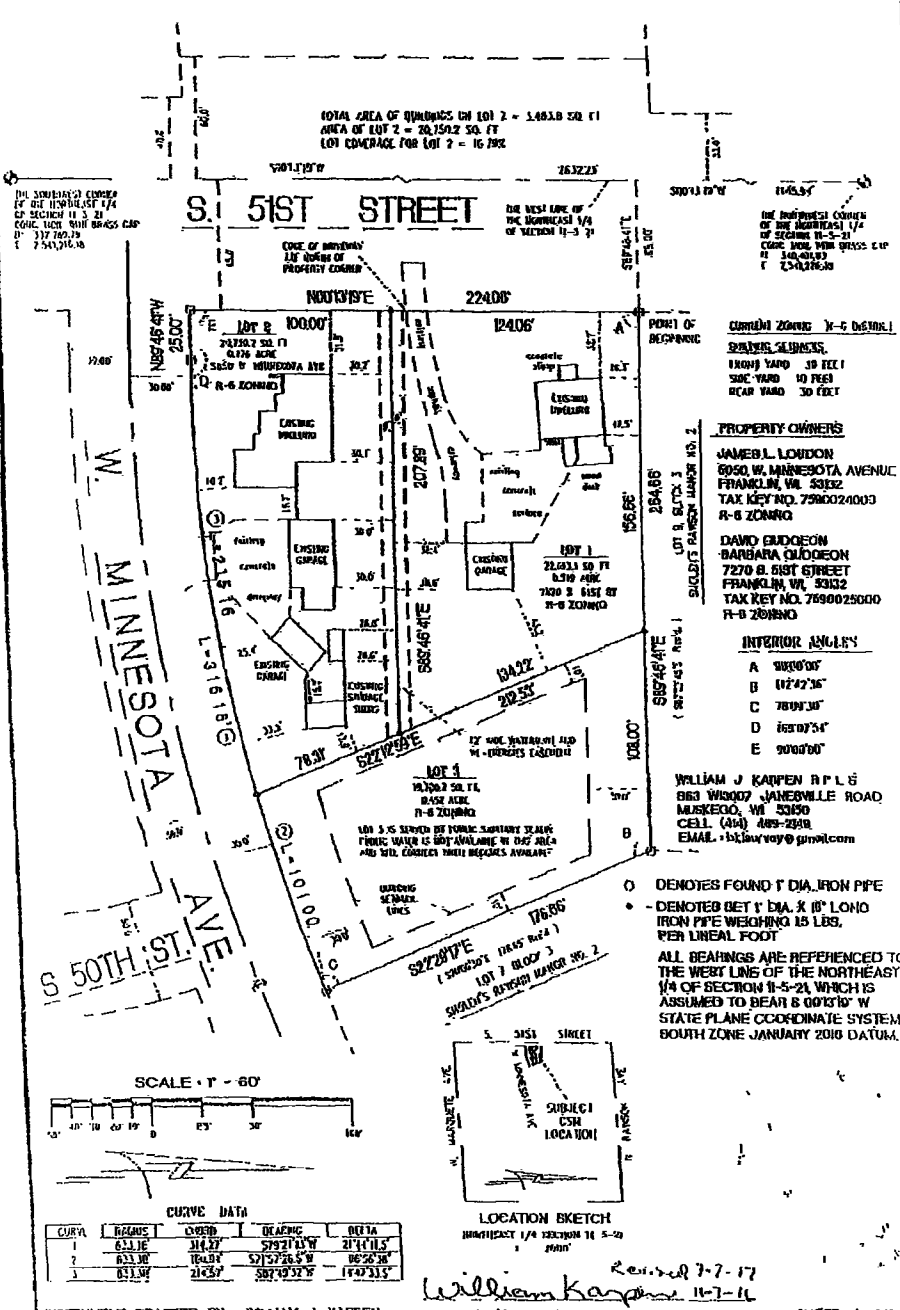
franklin

11-11

replotment

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A DIVISION OF LOT 8, BLOCK 3, IN SNOLEN'S RAWSON MANOR NO 2 AND THE EAST TWENTY FIVE FEET OF THE VACATED SERVICE ROAD ADJOINING ON THE WEST, IN THE NORTHEAST 1/4 OF SECTION 11, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



TOTAL AREA OF QUINONES ON LOT 2 = 1,483.8 SQ. FT.  
AREA OF LOT 2 = 20,750.2 SQ. FT.  
LOT COVERAGE FOR LOT 2 = 16.79%

THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 11, S. 21 CONC. HIGH WITH BRASS CAP IS 317.70219' ± 7.541216'

THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 11-5-21 CONC. HIGH WITH BRASS CAP IS 340.40183' ± 2.021663'

CURVED DRIVE R-5 DISTRICT  
FRONT YARD 30 FEET  
SIDE YARD 10 FEET  
REAR YARD 30 FEET

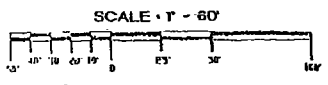
PROPERTY OWNERS  
JAMES L. LONDON  
8050 W. MINNESOTA AVENUE  
FRANKLIN, WI 53132  
TAX KEY NO. 7290024003  
R-5 ZONING  
DAVID BRIDGEON  
BARBARA BRIDGEON  
7270 S. 51ST STREET  
FRANKLIN, WI 53132  
TAX KEY NO. 7690025000  
R-5 ZONING

INTERIOR ANGLES  
A 90°00'  
B 172°23'  
C 78°01'  
D 162°07'  
E 90°00'

WILLIAM J. KAPPEN R.P.L.S.  
881 WINDOZ JAMESVILLE ROAD  
MILWAUKEE, WI 53230  
CELL (414) 489-2518  
EMAIL: wjkapp@prod.com

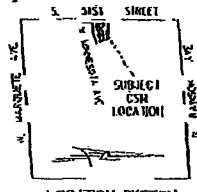
- DENOTES FOUND 1" DIA. IRON PIPE
- DENOTES SET 1" DIA. X 10" LONG IRON PIPE WEIGHING 15 LBS. PER LINEAL FOOT

ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 11-5-21 WHICH IS ASSUMED TO BEAR S 00°15' W STATE PLANE COORDINATE SYSTEM SOUTH ZONE JANUARY 2010 DATUM.

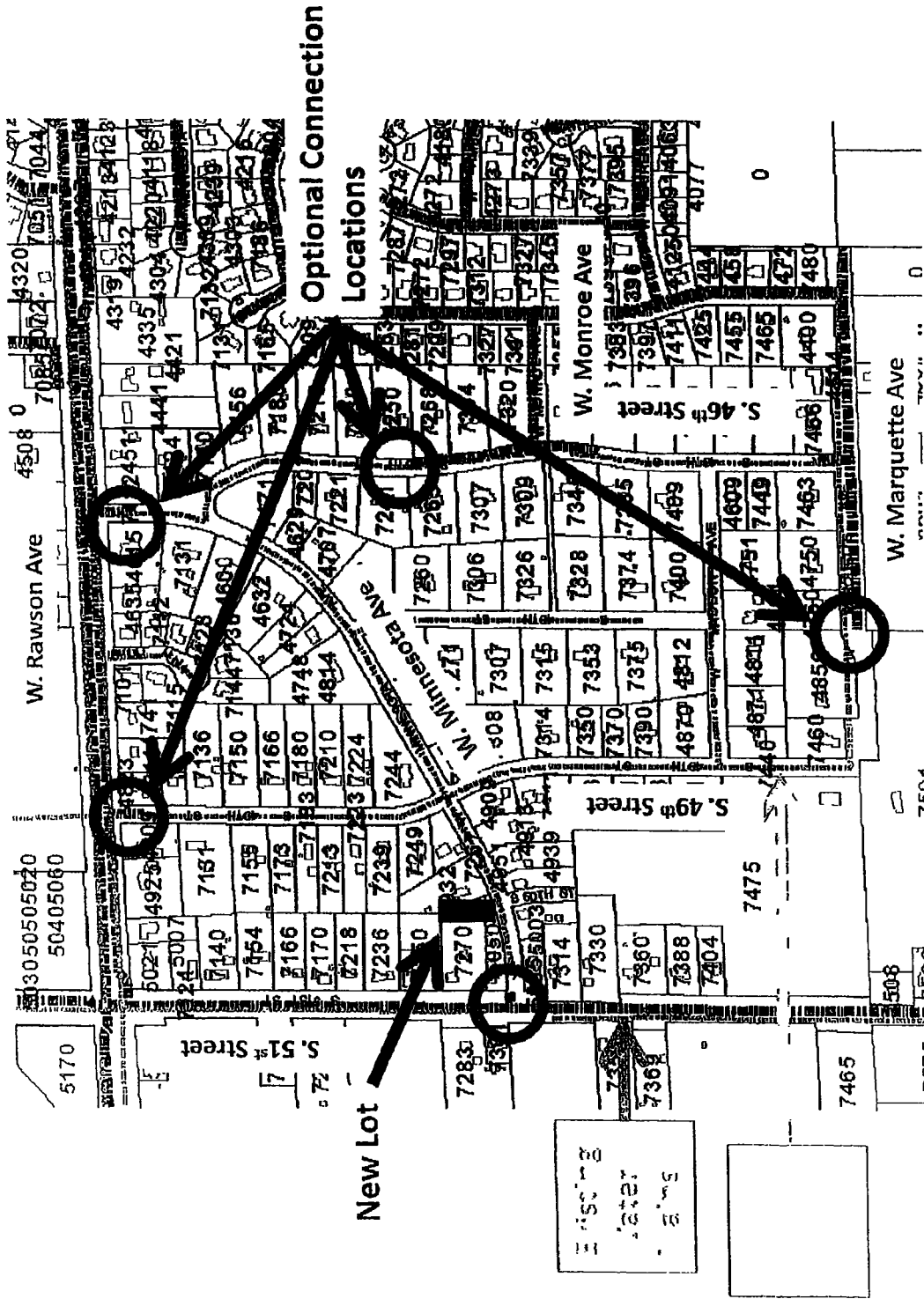


CURVE DATA

CURVE	BEARINGS	CHORD	DELRING	DATA
1	633.16	314.87	59°27'43"W	21°11'11.5"
2	633.30	184.91	57°52'26.5"W	00°28'58"
3	633.34	212.57	58°42'32"W	1°42'31.5"



William J. Kappen  
Revised 7-7-17  
11-7-16



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 20, 2019
REPORTS AND RECOMMENDATIONS	<b>REQUEST FOR COUNCIL ACTION TO DEVELOP A WATER MAIN EXTENSION PROJECT ALONG S. 50TH STREET AND W. MINNESOTA AVENUE AND AN ENGINEER'S REPORT FOR SPECIAL ASSESSMENT OF 4932, 4939, 4951, 5003 AND EMPTY LOT ON W. MINNESOTA AVENUE (TAX KEY NOS: 759 0023 000, 759 0038 000, 759 0039 000, 759 0034 000, AND 759 0024 003)</b>	ITEM NUMBER

**BACKGROUND**

On April 16, 2019, Common Council directed Staff to have an adjacent developer prepare cost estimates for design, permitting and construction of water main along S. 50th Street to W. Minnesota Avenue and to S 51st Street and further to survey properties in the vicinity of S. 50th Street and W. Minnesota Avenue and S 51st Street for interest in public water service.

Staff worked with the Alderwoman of the District on the attached survey to the residents.

The letter was sent out the following addresses.

- 4932 W Minnesota - Return Survey for/against new water main, subject to assessment*
- 4939 W Minnesota - Return Survey for/against new water main, subject to assessment*
- 4951 W Minnesota - Return Survey for/against new water main, subject to assessment*
- 5003 W Minnesota - Return Survey for/against new water main, subject to assessment*

- 5050 W Minnesota - (Some confusion- they are a current water customer)*
- 5055 W Minnesota - Survey not required, water available on 51<sup>st</sup>, no assessment*

*New Lot on W Minnesota - Survey not required, must connect if extended, subject to assessment*

As directed, Staff discussed the project budget with the adjacent developer. The cost for design in 2019 would be below \$20,000 as Franklin would ask the developer of Oakridge to provide the design in conjunction with their project located northeast of Marquette Avenue and S 51st Street. The cost for extension of the water main to be constructed in 2020 is estimated to be approximately \$120,000. Five property owners would be assessed in 2020 for an estimated \$86,000. Repayments over multiple years are likely.

**ANALYSIS**

Note that although the survey was sent out to seven properties, only four responses were expected. The expected responses were as follows:

- 2 NOT interested in having water service from the City of Franklin
  - 4932 W. Minnesota Avenue
  - 4939 W. Minnesota Avenue
- 0 May be interested in having water service available, please provide more information
- 1 Definitely interested in having Franklin water service
  - 5003 W. Minnesota Avenue
- 1 No Response
  - 4951 W Minnesota Avenue

Note that under a private agreement, there is a shared well at 5003 W. Minnesota that also serves 4939, 4951, and 5055 W. Minnesota. The property with the well that has to maintain the well should be given more weight in the survey. With the other construction activity in the neighborhood, including the reconstruction of S 50<sup>th</sup> Street, this is an ideal time to extend the water to these homes and eliminate well system(s) for the area.

**OPTIONS**

- A Direct Staff to develop engineer's report and other processes to develop a water extension project and special assess affected properties.
- B Decide not to proceed with a City-led water main project at this time.
- C Refer back to Staff with further direction

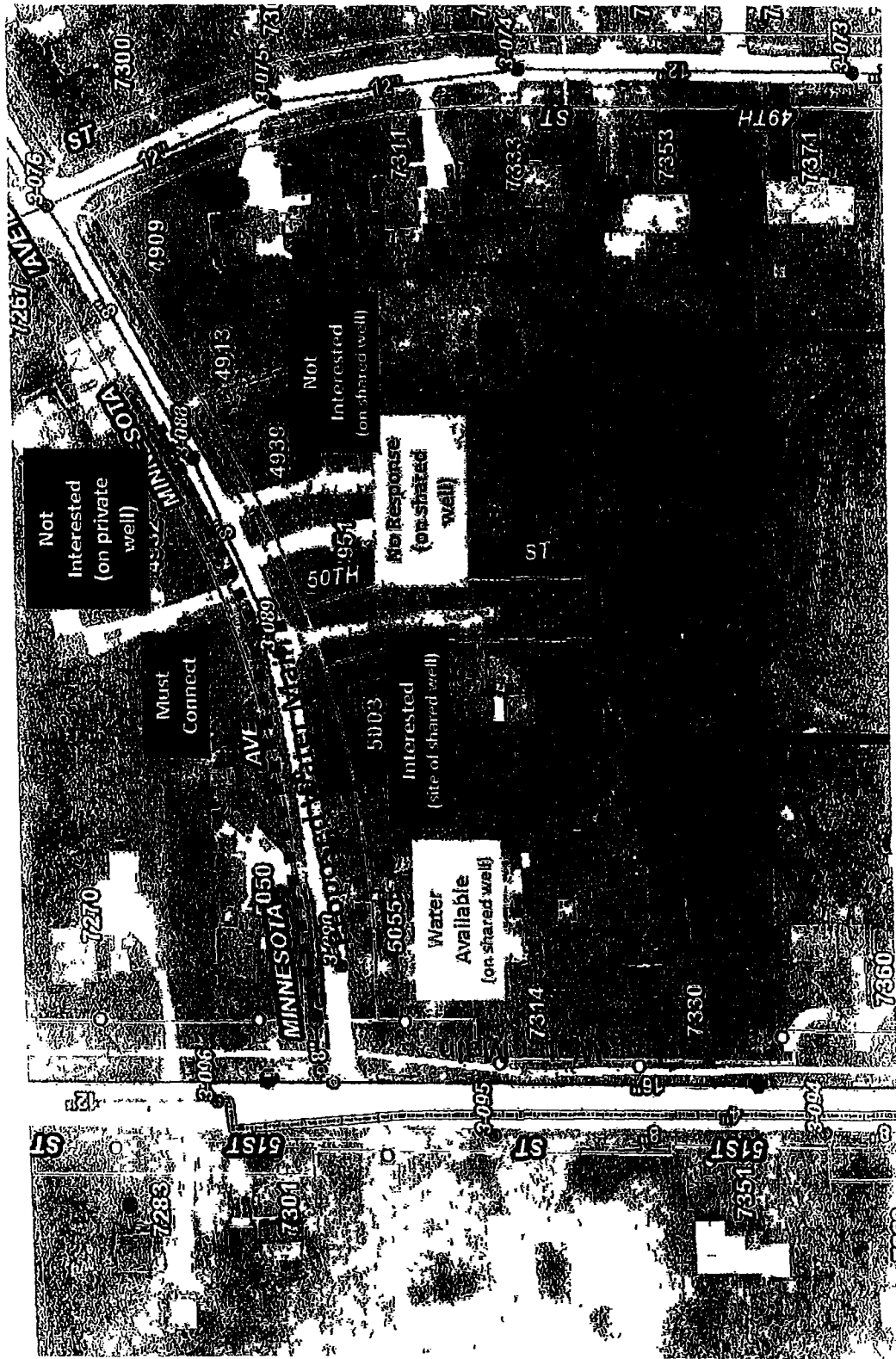
**FISCAL NOTE**

The Utility Development Fund has resources to fund a water main extension. The Capital Improvement fund has a \$500,000 appropriation for water main extensions.

**COUNCIL ACTION REQUESTED**

(Option A) Direct Staff to develop a water main extension project along S. 50<sup>th</sup> Street and W. Minnesota Avenue and an Engineer's Report in accordance with Municipal Code Section 207-15 for special assessment of 4932, 4939, 4951, 5003 and empty lot on W. Minnesota Avenue (Tax Key Nos. 759 0023 000, 759 0038 000, 759 0039 000, 759 0034 000, and 759 0024 003)

Engineering. GEM



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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> August 15, 2023
Reports & Recommendations	<b>A Resolution to Purchase Wetland Mitigation Credits from Barnes Prairie Wetland Mitigation Bank for S. 116<sup>TH</sup> Street Trail Project in the Amount of \$143,000</b>	<b>ITEM NO.</b> Ald. Dist. 6 <b>G.8.</b>

**BACKGROUND**

The 116th Street trail has been under design since July 2021 and GRAEF, USA, Inc. has worked through various representatives at Wisconsin Department of Natural Resources (WDNR) to first identify the wetlands along the corridor and then coordinate the permitting phase of the project. This included identifying alternatives and minimizing/avoiding the impacts to wetlands where possible.

**ANALYSIS**

Once the survey was completed along the WE Energies corridor, GRAEF estimated the design could impact over 2 acres of wetland and the mitigation was estimated to cost about \$285,000. GRAEF worked with WDNR to gain exceptions for some wetland and steepend slopes. Unfortunately, the US Army Corp of Engineers (ACOE) did not allow some of the wetland exemptions that the WDNR approved. The total calculation for wetland mitigation credits to satisfy WDNR and ACOE is as follows:

- Wet Meadow Mitigation Requirements: 0.66 wet prairie credits (0.55 acres x 1.2)
- Shrub Carr Mitigation Requirements: 0.232 wet prairie or sedge meadow credits (0.16 acres x 1.45)
- Sedge Meadow Mitigation Requirements: 0.252 sedge meadow credits (0.21 acres x 1.2)

Considering the drainage basin, there is only one option for wetland mitigation banking, the Barnes Prairie Wetland Mitigation Bank (Pleasant Prairie, WI). A total 1.144 credits are needed at the given rate of \$125,000/credit = \$143,000.

WDNR has requested that the credits be purchased by August 20, 2023 to gain permit approval.

**OPTIONS**

Authorize Staff to proceed with the purchase of wetland mitigation credits, or give other direction to Staff.

**FISCAL NOTE**

It is not anticipated that the St. Martins of Tours trail will be under construction this year so Staff recommends that \$143,000 of funding be transferred from that project (also Fund 46). A budget amendment is elsewhere on this agenda. \$35,000 was previously reallocated from St. Martins of Tours Trail for a GRAEF Change Order to complete a Phase 2 Environmental Site Assessment. Both transfers leave \$46,135 from the original 2023 budget.

Note that 62% of this \$143,000 is eligible for Park Impact Fees (\$88,660).

A check for \$143,000 is included on the voucher list for the August 15, 2023 Common Council approval.

**RECOMMENDATION**

Authorize Resolution 2023-\_\_\_ A Resolution to Purchase Wetland Mitigation Credits from Barnes Prairie Wetland Mitigation Bank for S. 116TH Street Trail Project In the Amount of \$143,000.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION TO PURCHASE WETLAND MITIGATION CREDITS FROM  
BARNES PRAIRIE WETLAND MITIGATION BANK FOR  
S. 116TH STREET TRAIL PROJECT IN THE AMOUNT OF \$143,000

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WHEREAS, the southern portion of the project along S. 116<sup>th</sup> Street was awarded a Construction Mitigation & Air Compliance (CMAQ) grant that involves particular efforts to comply with requirements set forth by the Wisconsin Department of Transportation; and

WHEREAS, the project will impact various wetland features that Wisconsin Department of Natural Resources and US Army Corp of Engineers require mitigation of 1.144 credits; and

WHEREAS, Barnes Prairie Wetland Mitigation Bank in Pleasant Prairie, WI is the only wetland mitigation banking system available to purchase wetland mitigation credits for this project; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the City of Franklin purchase 1.144 credits from the Barnes Prairie Mitigation Bank in the amount of \$143,000.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to make the purchase of wetland mitigation credits.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

## AFFIDAVIT OF CREDIT PURCHASE

### Wetland Mitigation Bank Owner Information

Bank:	Barnes Prairie Wetland Mitigation Bank
Seller:	Barnes Prairie
Address:	4011 80 <sup>th</sup> Street, Kenosha, WI 53142
Contact:	Daniel Szczap
Phone:	(262) 949-3788
Email:	dan@beardevelopment.com
Owner Affidavit No.	AFF 2023-07

### Applicant Information

Buyer:	<b>City of Franklin</b>
Contact:	<b>Glen Morrow</b>
Address:	<b>9229 West Loomis Road, Franklin, WI 53132</b>
Phone:	<b>414-425-7510</b>
Email:	<b>gmorrow@franklinwi.gov</b>

### Project Information

Brief Description of Project:	<b>116<sup>th</sup> Street Trail Project</b>
Acres of Wetland Impact:	<b>0.92 acres (1.144 credits)</b>
Cover Type:	<b>Wet Meadow, Shrub Carr &amp; Sedge Meadow</b>
Permit Numbers from Agencies Requiring Mitigation:	<b>WDNR IP-SE-2023-41-00862 ACOE MVP-2021-01259-MWM</b>

### Location of Wetlands Impacted


County:	Milwaukee
Basin Service Area:	Southwest Lake Michigan
Township/Range & 1/4-1/4 Section:	T5N, R21E, Section 18, 19 and 30

### COMPENSATION DETAILS

Replacement Ratio by Wetland Cover Type:	Wet Meadow (0.55 * 1.2)
Number of Credits of Each Wetland Cover Type Being Purchased:	0.66

Replacement Ratio by Wetland Cover Type:	Shrub Carr (0.16 * 1.45)
Number of Credits of Each Wetland Cover Type Being Purchased:	0.232



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> August 15, 2023
Reports & Recommendations	<b>A Resolution to Replace Resolution 2022-7828  To Enter License Agreement with  Wisconsin Electric Power Company  To Use Their Property for a Linear Park  From S. 116th Street / W. Mayers Drive  To Municipal Boundary with Muskego</b>	<b>ITEM NO.</b> Ald. Dist. 6  G.9.

**BACKGROUND**

Staff is working to develop the S. 116<sup>th</sup> Street Trail in the Wisconsin Electric Power Company (WE Energies) property. Specifically, the property is the now defunct Milwaukee Electric Railway and Light Company, also referred to as the Milwaukee Interurban Lines. There was a rail segment between Hales Corners and Waukesha that passed through St. Martins Junction.

The City has a 1994 agreement to locate an asphalt hiking and biking trail on the WE Energies property north of St. Martins and they are agreeable to working out a similar arrangement for this proposed section along the west side of S. 116th Street.

A new license agreement was authorized by Common Council to accommodate the 116th Street Trail on February 15, 2022 (Resolution 2022-7828). Through the permitting process, Wisconsin Department of Transportation requested some slight modification to the agreement language.

**ANALYSIS**

The substantive edits are found in the first two items involving length of license and time for termination.

1. *Term: The term of this License Agreement (hereinafter "License") shall be for a period of ~~five (5)~~ **twenty (20)** years (hereinafter "Initial Term") and continue thereafter on a year to year basis subject to termination as hereinafter provided. This License shall commence on the above date which is the date the last of the Parties hereto executed this License (hereinafter "Commencement Date")*
2. *Termination: Upon expiration of the Initial Term, this License may be terminated at any time by either Party hereto by providing at least ~~90 days~~ **180 days** prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Lands, including the Premises, for its purposes, then Licensor may, at any time, including during the Initial Term, terminate the License in whole or in part on such part or parts of the Lands or Premises it requires, and Licensee shall, not later than ~~90 days~~ **180 days** after receiving notice of such termination, at its sole cost and expense, relocate, remove or re-route the Trail from such part or parts of the Lands.*

**OPTIONS**

Approve or Deny

**FISCAL NOTE**

This change has no impact to project budget.

**RECOMMENDATION**

Adopt Resolution 2023-\_\_\_\_\_ a resolution to replace Resolution 2022-7828 to enter license agreement with Wisconsin Electric Power Company to use their property for a linear park from S. 116th Street / W. Mayers Drive to municipal boundary with Muskego.

Engineering Department: GEM

RESOLUTION NO 2023 - \_\_\_\_\_

A RESOLUTION TO REPLACE RESOLUTION 2022-7828  
TO ENTER LICENSE AGREEMENT WITH WISCONSIN ELECTRIC POWER COMPANY  
TO USE THEIR PROPERTY FOR A LINEAR PARK  
FROM S. 116TH STREET / W. MAYERS DRIVE  
TO MUNICIPAL BOUNDARY WITH MUSKEGO

WHEREAS, the Wisconsin Electric Power Company (WE Energies) owns a rail segment property of the now defunct Milwaukee Electric Railway and Light Company, also referred to as the Milwaukee Interurban Lines that connected Hales Corners and Waukesha by passing though the St. Martins Junction, and

WHEREAS, the City is planning a pathway between the intersection of S 116<sup>th</sup> Street and W Mayers Drive, passing southerly crossing W Road, and continuing to the municipal boundary with Muskego, and

WHEREAS, WE Energies is acceptable to the City occupying the linear section of land to construct and maintain a pathway for public recreation, and

WHEREAS, the City is agreeable to the terms and conditions set forth in a lease agreement, and

WHEREAS, Resolution 2022-7828 was for a similar agreement, however Wisconsin Department of Transportation has requested some changes to the terms involving the period of 20 years and termination of agreement providing 180 days.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that an agreement authorized by Resolution 2022-7828 be replaced with a new agreement with Wisconsin Electric Power Company to use their property for a linear park from S 116th Street / W Mayers Drive to municipal boundary with Muskego

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

## LICENSE AGREEMENT

THIS LICENSE, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies, hereinafter referred to as "Licensor", and City of Franklin, a municipal corporation, hereinafter referred to as "Licensee", (Individually sometimes referred to as "Party", collectively as "Parties") This License replaces the Trail License Agreement signed May 3<sup>rd</sup> 2022 That License has been voided due to the City's request for federal funds and the guidelines are different from that original license This License fills all requirements for federal funding for the trail per the Wisconsin Department of Transportation

### WITNESSETH:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants license and permission unto Licensee, to develop, at Licensee's sole cost and expense, and use a part of Licensor's right of way lands (hereinafter "Lands") as a recreation trail (hereinafter "Premises") and to place thereon a trail for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses (hereinafter "Trail") for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use), which Premises is located west side of South 116<sup>th</sup> Street starting in front of 8139 S 116<sup>th</sup> Street heading south along S 116<sup>th</sup> Street then Southwesterly and then running parallel with W Loomis Road ending at Waukesha County (county line), being a part of the Westerly ½ of Sections 18 and 19 and Northwest ¼ of Section 30, Township 5 North, Range 21 East, City of Franklin in Milwaukee County, Wisconsin, The general location of said Lands and Premises is shown highlighted on the maps marked Exhibit "A", attached hereto and made a part hereof

The License and permission herein granted is subject to the following conditions

- 1 **Term:** The term of this License Agreement (hereinafter "License") shall be for a period of twenty (20) years (hereinafter "Initial Term") and continue thereafter on a year to year basis subject to termination as hereinafter provided This License shall commence on the above date which is the date the last of the Parties hereto executed this License (hereinafter "Commencement Date")
- 2 **Termination:** Upon expiration of the Initial Term, this License may be terminated at any time by either Party hereto by providing at least 180 days prior written notice to the other Party of such termination Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Lands, including the Premises, for its purposes, then Licensor may, at any time, including during the Initial Term, terminate the License in whole or in part on such part or parts of the Lands or Premises it requires, and Licensee shall, not later than 180 days after receiving notice of such termination, at its sole cost and expense, relocate, remove or re-route the Trail from such part or parts of the Lands
- 3 **Non Use:** Licensee shall have one (1) full year, beginning at the Commencement Date of this License, to begin construction of the Trail and one (1) full year after the start of construction to complete construction, as permitted herein If Licensee fails to begin construction of the Trail within one (1) year of the Commencement Date or complete construction of the Trail within one (1) year, this License shall terminate immediately without notice from Licensor
- 4 **Base Rent:** During the Initial Term and extensions thereto, no Base Rent shall be due
- 5 **Assignment:** Licensee shall not assign this License nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this License unless otherwise approved by Licensor in writing



- 6 **Acceptance of Premises:** Licensor offers and Licensee agrees to take the Premises in an "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Premises and Lands or anything thereon or therein, unless the same is specifically set forth in this License, for the purposes to which Licensee will utilize the Premises. Licensee has examined the Premises described hereinabove and knows the condition thereof and no representations as to the condition and repair thereof and no agreements to make any alterations, repairs or improvements in or about the licensed Lands and Trail have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or its invitees or users of the Premises, whether authorized to use the Lands and Premises or not.
- 7 **Permitted and Prohibited Uses:** The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing a recreation trail and permitted appurtenances thereto for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses and for no other reason whatsoever. No vehicles, trucks, cars or equipment are to be parked or materials stored on said Lands or Premises at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Lands or Premises. However, Licensee shall be permitted to use motorized vehicles for the patrol, maintenance and other permitted uses of the Lands and Premises. The Licensee also agrees that no horses will be used or permitted on the Lands and Premises. Licensee agrees that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC (hereinafter "ATC") and its successors and assigns, will be used, operated or permitted on the Lands and Premises.
- 8 **Signage:** Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Lands or Premises at any time, except as required or permitted by this Section. Licensee shall install and maintain signs that are necessary to identify Licensee's Trail and occupancy of the Lands and Premises at every road crossing and at least every 2,600 feet along the Trail or more frequently as desired by Licensor. Such identification signs shall include the We Energies approved corporate logo and shall state "In cooperation with We Energies" or such other signs as Licensor may reasonably require. Licensee further agrees to post, maintain at all times, and if necessary, replace signs that expressly state the uses that are permitted and prohibited under Section hereof. In addition, Licensee hereby agrees to post safety and traffic signs along the Trail and at road crossings, railroad crossings, driveways, farm crossings and any other vehicular crossings along the Trail. All signs must be approved by Licensor prior to erection or installation on the Lands or Premises.
- 9 **Zoning and Permits:** Licensee hereby agrees that Licensor has made no representations that the Premises are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to compliance with all applicable zoning laws and ordinances of any regulatory bodies which may have jurisdiction. Any change in zoning must be approved by Licensor. This License is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use. All permits required hereunder shall be acquired by Licensee at its sole cost and expense. If permits are required, a copy of the final permits must be provided to the Licensor prior to the commencement of any work on the Lands or Premises by Licensee and upon reasonable time for Licensor to review the permits.
- 10 **Governmental Jurisdiction:** Licensee shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of City of Franklin, Milwaukee County, State of Wisconsin and all other governmental bodies having jurisdiction, over the operation of Licensee's or Licensor's business or occupation of the Lands and Premises.



- 11 **Construction and Other Liens:** Licensee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Premises or Lands or to charge the Base Rent payable hereunder, if any, for any claim in favor of any person dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed, materials, services or supplies furnished in connection with any work performed on the Premises and Lands by or at Licensee's direction on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold Licensor harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the Leasehold estate or against the right, title and interest of the Licensor in the Premises and Lands or under the terms of this License Licensee will not permit any construction lien or any other liens which may be imposed by law affecting Licensor's or its mortgagees' interest in the Premises and Lands to be placed upon the Premises or Lands arising out of any action or claimed action by Licensee, and in case of the filing of any such lien Licensee will promptly pay same Licensee shall provide Licensor with Lien Waivers from all contractors and subcontractors for all work performed and material and services supplied by or on its behalf at the Premises or Lands If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Licensor to Licensee and Licensee has not posted with Licensor a bond in the amount of at least 125% thereof, Licensor shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Licensee to Licensor and shall be paid to Licensor immediately on presentation of a bill therefor Notwithstanding the foregoing, Licensee shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Licensor and Licensor's mortgagee in the Lands, and Licensor and any such mortgagee are, by the expiration of said ten (10) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Licensor and any such mortgagee If Licensee has posted a bond with Licensor in the amount of 125% of the liens, such liens can and will be cleared within 180 days of filing However, Licensor reserves the right at any time prior to the expiration of said 180 day period to make a demand on said bond to clear its title in the event such liens would prevent Licensor's lawful use or transfer of its property in any way or to prevent any loss of Licensor's fee simple ownership rights Licensor reserves the right to make demand on any such bond immediately upon expiration of said 180 day period Licensor agrees to notify Licensee of its intent to secure the release of any such liens from the posted bond No temporary or permanent construction may occur in wetlands If any work is proposed within wetlands, the Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE") The Licensee must provide a copy of the application and final permits to Licensor prior to working within the wetland and provided Licensor has reasonable time to review said permits
- 12 **Diggers Hotline:** Licensee shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Lands and Premises in order to determine the location of electric, telephone, water, communication and natural gas facilities within the Lands, Premises and surrounding lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities

- 13 **Plan Review and Approval:** Licensee shall submit to Licensor and to ATC for its review and written approval, detailed site plans and construction drawings (hereinafter "Plans") showing the proposed location of the Trail with respect to the Lands and Utility Facilities, which Plans shall also include proposed grade changes, Trail cross sections, signs and other improvements to the Premises which Licensee desires to construct or install. If Licensee intends to use any fill on Licensor's Lands, Licensee shall include the type and source of any fill material on the Plans and any fill material used shall be subject to inspection and analysis by Licensor for the presence of Hazardous Material as defined in Section \_\_\_\_\_ hereinafter. Licensee will not install or construct or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved plans for the Premises without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof.
- 14 **Height Restrictions:** Licensee hereby agrees that no vehicles or equipment will be used, stored, operated or permitted on the Lands or Premises having a height in excess of 12 feet above original ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.
- 15 **Runoff Control:** Licensee and its contractors shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources (hereinafter "WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of Licensee's work, all adjoining areas shall be restored.
- 16 **Drainage and Grade Changes:** Licensee shall be permitted, at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Trail and Premises as may be permitted by Licensor except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Lands or Premises without obtaining written permission from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Lands and Premises, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and to the complete satisfaction of Licensor. Any existing culverts that run beneath Licensor's lands must be maintained or enhanced, they can not be removed, filled or otherwise blocked.
- 17 **Maintenance and Landscaping:** Licensee shall, at its sole cost and expense, keep the Licensed Lands and Premises routinely mowed, free of weeds and to trim and/or cut down any trees and shrubs to the satisfaction of the local Weed Commissioner and Licensor. Licensor reserves the right to trim and/or cut down any trees and shrubs on the Lands and Premises. Licensee further agrees that it shall maintain the entire Premises as a Trail as described hereinabove, and perform such other landscaping maintenance necessary to maintain an appearance suitable to such use as a Trail for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Licensee shall not plant any trees or shrubs on the Lands or Premises without the express written permission of the Licensor. Licensee agrees to keep the Lands and Premises clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted or upon request of Licensor, to place trash containers at convenient locations on the Premises. Such containers shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by Licensee.
- 18 **Work Standards:** During construction, use of and repairs or maintenance to the Lands or Premises pursuant to this License, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to conform to all laws, rules, ordinances, acts and regulations such as OSHA Safety and Health Regulations for Construction dealing with safe work practices and the operation of equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin

Administrative Code, Rules of the Department of Commerce and any amendments thereto Licensee shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto Any work done by Licensee on the Lands or Premises shall be performed in such a manner as not to interfere with the use of Licensor's Lands for electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date

- 19 **Damage to Facilities:** Licensee hereby agrees to effectively prevent damage to electrical facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises by Licensee, its employees, agents, contractors, customers or invitees In the event the Lands, Premises or adjoining lands or existing electrical and communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor
- 20 **Movement of Licensor Facilities:** In the event it is necessary for Licensor, ATC or existing tenants, permittees or licensees to reconstruct, protect, modify, adjust, replace or relocate its facilities due to the aforementioned use of Licensor's Lands and/or the construction, operation, maintenance or existence of Licensee's facilities, Licensee agrees to promptly reimburse Licensor, ATC or such affected tenants, permittees or licensees upon presentation of a bill for the costs and expenses incurred by Licensor as a result thereof but Licensee shall be given the option of moving or relocating its material and equipment to reduce or eliminate costs associated herewith
- 21 **Proximity to Gas Lines/Facilities:** During construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises pursuant to this License, while in proximity to gas lines and gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no action which results in the gas lines or gas facilities being placed in violation of any applicable law or regulation In the event the Lands, Premises, adjoining lands or existing gas facilities or related facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor
- 22 **Solid Waste:** Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Lands or Premises All solid wastes shall be properly stored, handled and routinely disposed of off the Lands and Premises in a manner that complies with applicable federal, state and local laws, codes and/or regulations Licensee shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Lands, Premises or elsewhere
- 23 **Hazardous Materials** Licensee its agents, employees, contractors, and invitees shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Lands or Premises or Licensor's adjoining lands The use and/or storage of Hazardous Material by or for any assignee is prohibited Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer system, or any body of water, if such material (as determined by the Licensor or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Lands, Premises or elsewhere, or (b) the condition, use, or enjoyment of any other real or personal property

As used herein, the term "Hazardous Material" means

- a Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c Any oil, petroleum products, and their byproducts, and
- d Any substance which is or becomes regulated by any federal, state, or local governmental authority

Licensee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises or Lands by the Licensee and the Licensee shall give immediate notice to the Licensor of any violation or potential violation of the provisions of this Section \_\_\_\_\_. Licensee shall defend, indemnify, and hold harmless Licensor and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to

- aa The presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise,
- bb Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material,
- cc Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material, or
- dd Any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to Licensor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this License

Provided Licensee is not in violation of any federal, state or local laws, rules, ordinances or orders existing at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of any antifreeze, oil, petroleum products and their byproducts from Licensee's vehicles or those of its employees, contractors, visitors and invitees affecting the Premises and Lands and provided any such discharge, release or emission is in the typically small amounts associated with parking lot and driveway usage, Licensee shall not be considered to be in violation of this Section. Any larger discharge, leak, release or emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the products must be quickly and thoroughly cleaned up by Licensee and properly disposed of off Licensor's lands or Licensee will be considered in violation of this Section.

Licensee shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of its vehicles or the vehicles of its employees, agents, contractors and invitees.

Nothing contained herein shall be construed to preclude Licensee from using Hazardous Materials in the routine maintenance of the Lands or Premises without the prior consent of Licensor so long as such materials are readily available to the general public or are applied by a contractor licensed for such application and are used in compliance with federal, state or local laws and regulations for its intended purpose and is applied in the manner and quantities recommended by the product manufacturer and the Wisconsin Department of Agriculture, Trade and Consumer Protection

24 **Job Inspector Notification:** Licensee agrees to contact Rollie Simatic 414-944-5955 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences

- a) At least seven (7) days prior to the commencement of the project herein permitted
- b) Within seven (7) calendar days after the termination of the License herein permitted with a plan for restoration
- c) Within seven (7) calendar days after the restoration has been completed
- d) Within seven (7) calendar days after a lapse of six (6) months since Licensee accepted this License if the project herein permitted has not been undertaken by such date, within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken

It is not Licensor's intent to serve as or in lieu of a building inspector, but to serve and protect Licensor's interest in the Lands and Premises and other improvements and its communication, electrical, gas and other facilities. In the event Licensor's inspector(s) reasonably determines that communication, electric, gas or other facilities of Licensor are in danger of being damaged or certain construction activity poses a threat to human life, Licensee hereby agrees that Licensor's inspector(s) is empowered to immediately shut down and stop all threatening activity and the work shall not restart until Licensor's inspector is satisfied that the dangerous situation has been resolved to his or her satisfaction. The cost of Licensor's reasonable supervision shall be itemized and billed separately to Licensee and Licensee agrees to promptly reimburse Licensor for its reasonable cost.

25 **Indemnification/Insurance:** Licensee hereby agrees to indemnify, save and hold harmless Licensor, its affiliated corporations and their respective directors, officers and employees against any and all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use, permitted or not, or operation of the Lands and Premises resulting in any manner from the privileges herein given and whether authorized for such use or not, or the failure of Licensee to observe the covenants of this License, excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor. Licensee agrees to deliver to the Licensor a certificate to the effect that it has in full force and effect a comprehensive general liability insurance policy, which may be supplemented by an umbrella policy, issued by a reputable insurance company and Bodily Injury Liability coverage in the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability coverage in the amount of \$250,000 each accident, and further providing that Licensor will receive at least ten (10) days notice in writing of any cancellation thereof and naming Licensor as an additional insured. Licensee agrees to continue such insurance in force during the entire term of this License, and shall furnish like certificates for any renewal thereof.

26 **Safety and Protection:** The Licensee hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of the Licensor's and ATC's electric facilities, gas facilities and related construction and operational procedures. The

Licensee agrees to maintain the same in good condition, repair and appearance at all times Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails, fencing and/or safety devices or protection which may be installed on the Lands and Premises and such installations shall not be made without the consent and prior written approval of Licensor No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor or ATC to the Lands, Premises or facilities

- 27 **Galvanic/Stray Current/Grounding:** Licensee agrees to release Licensor from any responsibility for damage or personal injury resulting from electromagnetic fields electrolysis due to local galvanic or stray current conditions on or along said Lands Further, Licensee agrees to assume all costs for electrolysis protection All improvements, including bridges, shall be grounded unless otherwise approved in writing by Licensor
- 28 **Removal of Improvements:** Licensee hereby agrees, upon the expiration or early termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of its improvements including Trail surfaces and drainage structures from the Lands or Premises In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal
- 29 **Restoration:** Licensee agrees to restore or cause to restore the Lands and Premises of Licensor to the condition existing prior to any disturbance to such Lands and Premises Licensee further agrees that upon the earlier termination or expiration of this License by either Party, the Lands, including the Premises shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of Lands and Premises Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given
- 30 **Snow Plowing:** Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so
- 31 **Taxes:** During the License Term, Licensee shall be responsible for all taxes on the Licensed Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Licensor's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the parties to this License, which Licensor shall pay or become obligated to pay because of or in connection with the ownership, renting, or operation of the Licensed Space (including but not limited to charges for the installation, maintenance, repair and replacement of sewer/water, curb, gutter and roadway) and of the personal property, fixtures, machinery, equipment, systems and apparatus located thereon or used in connection therewith Taxes shall include, without limitation, all real and personal property taxes (attributable to the year in which paid), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Licensee Taxes shall also include all fees, costs and expenses (including, legal fees and court costs) paid by Licensor in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Licensor is ultimately successful If at any time during the term hereof, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any

political subdivision thereof, on account of the rents hereunder or the interest of Licensor under this License, such tax shall constitute and be included in taxes. Any taxes paid by Licensor hereunder shall be reimbursable to Licensor by Licensee as Additional Rent

- 32 **Breach of License:** In the event Licensee shall breach or violate any of the terms, conditions or provisions of this License, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensor or Licensee, the Licensee shall, at its sole cost and expense, correct said breach or violation and comply with said demand, order or notice within 30 days of its receipt of such written notice or as stated within said demand, order or notice. In the further event that Licensee does not correct said breach or violation or comply with said demand, order or notice within the required time period, it shall be lawful for Licensor, without liability to Licensee, without notice or demand, to declare said License terminated and to re-enter the Premises either with or without process of law and to expel, remove and put out Licensee or any person or persons occupying the Premises, using such force as may be necessary so to do and to repossess and enjoy the Lands and Premises again as before this grant of License without prejudice to any remedies which might otherwise be used for the preceding breach of covenants, Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensor shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this License. Licensee shall be liable to Licensor for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensor prevails.
- 33 **Licensor Right to Enter:** The Licensor reserves unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Lands and Premises by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises in order to verify Licensee's compliance with the Lease terms, iii) for access to Licensor's Lands including the Premises, iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Premises and the Lands without liability to Licensee, the same as though this License had not been entered into. Licensor or ATC through Licensor may, without liability to Licensee, require Licensee to immediately vacate all or part of the Premises upon notice to do so in the event Licensor deems it necessary to make emergency repairs to its facilities. In the event it becomes necessary for Licensor or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee hereby agrees to vacate as much of the Premises as Licensor and/or ATC deems necessary and for such periods of times as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensor to do so. Licensor and/or ATC shall perform and complete all work under this Section as quickly as is reasonable possible to minimize the inconvenience to Licensee.

Licensee further agrees that it shall immediately vacate the Premises and close down the Trail upon notification by Licensor that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires

- 34 **Paramount Rights:** The rights of the Licensor and ATC to utilize the Lands and Premises in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensor from granting rights to other Parties or persons in, upon or under the Lands and/or Premises for but not limited to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.

- 35 **Fees and Charges:** As a condition of the agreement, Licensee shall not charge at any time fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensor, which consent shall not be unreasonably withheld
- 36 **Alcoholic Beverages Prohibited:** Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Lands and Premises
- 37 **Police Protection:** Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License
- 38 **Notices:** All notices to Licensor shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to Wisconsin Electric Power Company, Property Management, Room A252, 231 West Michigan Street, Milwaukee, Wisconsin 53201, or at such other address or place as Licensor may from time to time designate in writing Personal delivery with a signature acknowledgement of receipt by Licensor is always an acceptable means of delivery
- All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail addressed to City of Franklin, Engineering Department Attn City Engineer 9229 W Loomis Road, Franklin, Wisconsin, 53132 or at such other place as Licensee may from time to time designate in writing Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery
- 39 **Waiver of Terms and Conditions:** Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect
- 40 **Costs and Attorney Fees:** Licensee shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licensor in enforcing the covenants and agreements of this License where litigation is not commenced In the event litigation is commenced by Licensor or Licensee to enforce any provision of this License, the prevailing Party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action
- 41 **No Joint Venture:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Licensor and Licensee, to make them joint ventures, nor to make Licensor in any way responsible for the debts or losses of Licensee
- 42 **Obligations Survive:** All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the term of this License shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands
- 43 **Binding Effect:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, except as otherwise provided in Section hereof
- 44 **Captions:** The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this License nor in any way affect this License



- 45 **Severability of Provisions:** If any term, covenant or condition of the License or the application thereof to any person or Party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the License, or the application of such term, covenant or condition to persons, Parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law
- 46 **Interpretation:** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this License. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders
- 47 **Acceptance:** Licensee hereby accepts this License upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions

The covenants herein contained shall bind the Parties mutually and their respective successors and assigns

**IN WITNESS WHEREOF**, the said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be signed by Tonya M Peters, its Manager of Property Management on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and the said, City of Franklin has caused these presents to be signed by its Mayor, Stephen R Olson, and its City Clerk, Sandra L. Wesolowski and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

In Presence Of

\_\_\_\_\_

**WISCONSIN ELECTRIC POWER COMPANY**

(Licensor)

By \_\_\_\_\_  
Tonya M Peters, Manager of Property Management

**CITY OF FRANKLIN**

(Licensee)

\_\_\_\_\_

By \_\_\_\_\_  
John R Nelson, Mayor

By \_\_\_\_\_  
Karen L. Kastenson, City Clerk

By \_\_\_\_\_  
Kelly Hersh, Director of Administration

Approved as to form by \_\_\_\_\_ Date \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney



EXHIBIT "A"

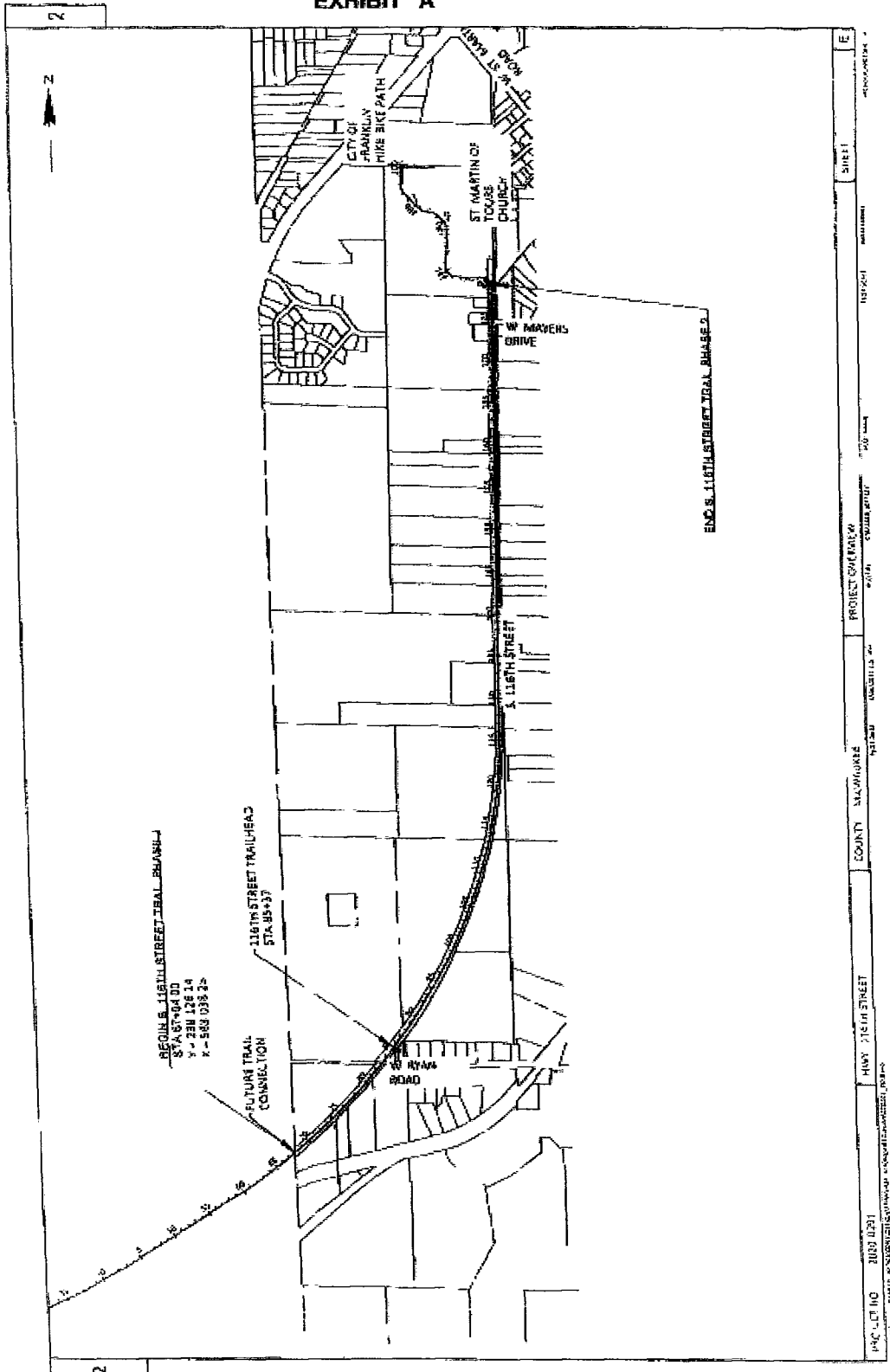


Exhibit A page 2 of 2

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✕</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">August 15, 2023</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</p>	<p style="text-align: center;"><b>Concept Review for a Land Division and “Light Industrial Flex Space” Development Located at approximately 10885 S 27th St. (TKNs 978-9997-000, 978-9998-000, and 978-9999-001) (Mark Nordland, Likewise Partners LLC, Applicant)</b></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.10.</p> <p style="text-align: center;">District 4</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 August 10, 2023, the applicant submitted this application for Concept Review. The applicant, Likewise Partners LLC has met with staff regarding this project location and potential development of the property into Light Industrial space in several phases, along with parking, and stormwater facilities.

This is the second Concept Review for this location. The first Concept Review for this project occurred on December 20, 2022.

The documents attached include:

- Staff report prepared by the City Development Department and staff comments.
- Staff comments from the previous Concept Review.
- Applicant’s Concept Review submittal: project summary and concept plan.

**COUNCIL ACTION REQUESTED**

No action requested. No action to be taken.

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**CITY OF FRANKLIN**  
**REPORT TO THE COMMON COUNCIL**



**Meeting of August 15, 2023**

**Concept Review**

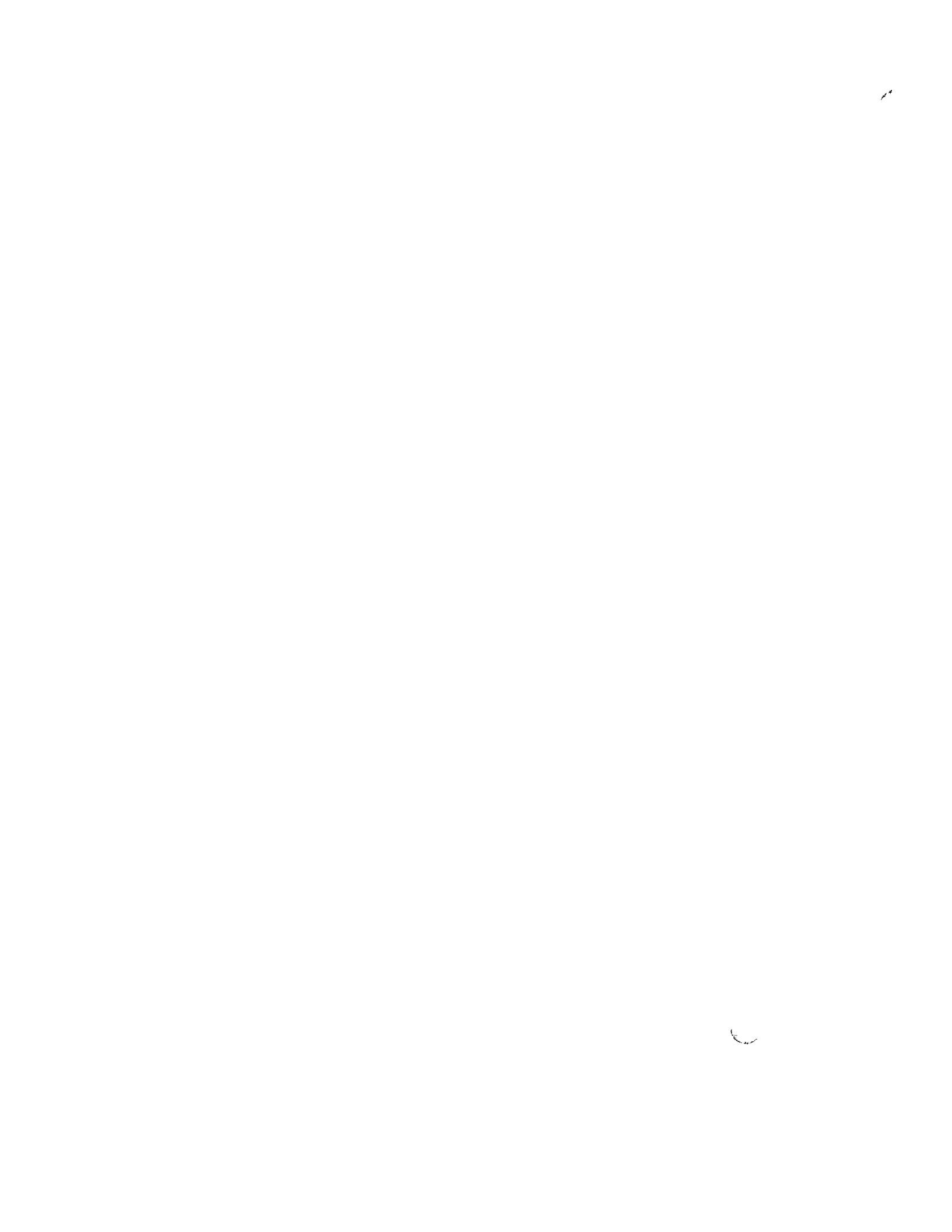
**RECOMMENDATION:** Provide direction to the applicant regarding the proposed development of properties bearing TKNs 978 9997 000, 978 9998 000, 978 9999 001

<b>Project Name:</b>	<b>Likewise Concept Review – 10885 S 27th.</b>
<b>Property Owner:</b>	FOX GLEN CORPORATE CENTRE LLC
<b>Applicant:</b>	Mark Nordland, Likewise Partners LLC
<b>Property Address/Tax Key Number:</b>	10885 S 27 <sup>th</sup> St. / 978 9997 000 11027 S 27 <sup>th</sup> St. / 978 9998 000 0 W S County Line Rd. /978 9999 001
<b>Aldermanic District:</b>	District 4
<b>Agent:</b>	Mark Nordland, Likewise Partners LLC
<b>Zoning District:</b>	PDD 39, FC Floodplain Conservancy District, FW Floodway District
<b>Use of Surrounding Properties:</b>	PDD 39 (west and north) Oak Creek – Single Family Residential, Floodplain and Agricultural (east) Town of Raymond Business and Agricultural (south)
<b>Application Request:</b>	No action requested
<b>Staff Planner:</b>	Marion Ecks, AICP

The applicant, Likewise Partners LLC, is seeking a concept review for a proposed development located on three lots near the intersection of 27<sup>th</sup> Street and South County Line Road. Common Council may recall a concept review for this development was held on December 20, 2022. The applicant has used the feedback from the previous concept review to guide the changes discussed below.

**CONCEPT DESCRIPTION**

The properties for the development are zoned Planned Development District 39. The applicant proposes to re-divide the three parcels into four lots, to be used for "Light Industrial Flex Space", and a number of outlots. The total development area is approximately 106 acres, and is currently vacant. New roads would be constructed to connect 27<sup>th</sup> Street to S. County Line Road. Two 300,000 sq. ft. buildings are proposed to be constructed with their primary façade facing the future road. A potential tenant, Saputo Cheese, has been identified as the future user of one of the buildings. The concept includes general information about parking, stormwater facilities, and





mitigation areas. Landscaping, natural resource information, and other site design detail were not included in the concept submittal. Although a complete Natural Resource Protection Plan has not been provided at this stage, staff is aware that this development contains areas of wetland, woodland, floodplain, a segment of the Root River, and Primary and Secondary Environmental Corridor. The site is traversed by ATC electrical power lines.

Based on review of the concept submittal, staff anticipates that the development would require a land division, a special use permit and site plan review. Additional applications are discussed in Staff Comments.

### **STAFF ANALYSIS**

City Development staff has the following comments and concerns about this proposal. Comments to the applicant are provided in the Staff Comments memo attached:

- **Consistency with the Comprehensive Plan.** The Future Land Use Map of the Comprehensive Plan designates this site as Mixed Use, with areas of Natural Resources, and was amended by ORD 2016-2234 to define PDD 39 as Mixed Use Business Park. Adjoining lots are designated with Future Land Uses of Natural Resources, or Mixed Use Business Park. 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 Planned Development District 39 is intended to “facilitate the development of a high-quality office, light industrial, and commercial mixed-use area.” Parcels within 1,000 feet of S 27th Street are within the “Gateway” Area of the PDD and subject to the standards of that area, which is focused on office uses. Proposed Lots 1 and 2 include lands within the Gateway Area. Proposed Lot 4 is within the “Business Park” Area.
  - “Office/Light Industrial” developments require Special Use approval in PDD 39. In addition, PDD 39 requires that tenants with Office/Light Industrial approval in the Gateway area are primarily an office use, which may be in combination with other uses such as warehousing or light industrial purposes.
  - Overnight truck parking requires Special Use approval.
- **Overall Design.** The Site Plan application must comply with PDD 39 and the S 27th Street Overlay District design standards or obtain waivers of the standards from Plan Commission. See Staff Comments for additional details. Some key comments include



- Overall architecture and design indicate industrial users/tenants. Additional glazing and other features for office tenants would be appropriate. The PDD requires two-story buildings in the Gateway Area and encourages taller buildings.
  - The layout of the site is configured so that the bulk of buildings are situated facing the newly proposed street with their primary façade. This will cause the rear and sideyards to be visible to S. 27<sup>th</sup> Street and I 94. Concerns of the buildings orientation were expressed at the previous concept review meeting but have not been addressed in the latest concept plan. Staff feel that the front of the buildings should be orientated towards S. 27<sup>th</sup> Street and the freeway as this serves as a gateway area into the City. Screening of the parking lot should be considered in the future site plan.
  - Design of the site and land divisions are intended to limit impact to natural resources, but the proposed design will impact wetland areas and floodplain. This will require, at a minimum, DNR and City of Franklin approval. The presence of Floodplain, as well as Primary and Secondary Environmental Corridor indicates the importance of natural resources here, impacts to them require additional scrutiny
- **Natural Resource Protection Complaint.** The property with TKN 978 9999 001 is currently the subject of a complaint involving unpermitted fill.
  - **Revisions since previous Concept Review.** Only a few substantive changes have been made to the proposed development. The previous iteration of this development had architecture that was more appropriate for the industrial section of PDD 39 as the buildings lacked visual interest and cues for office uses. The new design adds some features to address this in the form of additional glazing and introduction of colors to the cast panel walls. The new proposed design would still require a significant number of waivers for design standards.

The previous iteration of this development proposed a single “future road A” Road A would connect heading east from S. 27<sup>th</sup> Street and turn south to County Line Road, requiring the a segment of County Line Road to be removed. The new design does not impact County Line Road. The new concept proposes two roads: one with a north-south orientation connecting to Elm Road, and an east-west connection from the new road to S. 27<sup>th</sup> Street. The new proposal also includes a bike path to connect to future and existing cycling facilities nearby.

Site configuration is not substantially different. The applicants have reorganized road connections and the locations of some parking. Changes have also been made to the layout of stormwater facilities and the dimensions of lots so as to accommodate floodplain, remove an existing stormwater pond, and create mitigation areas.

A copy of the previous conceptual site plan is provided.

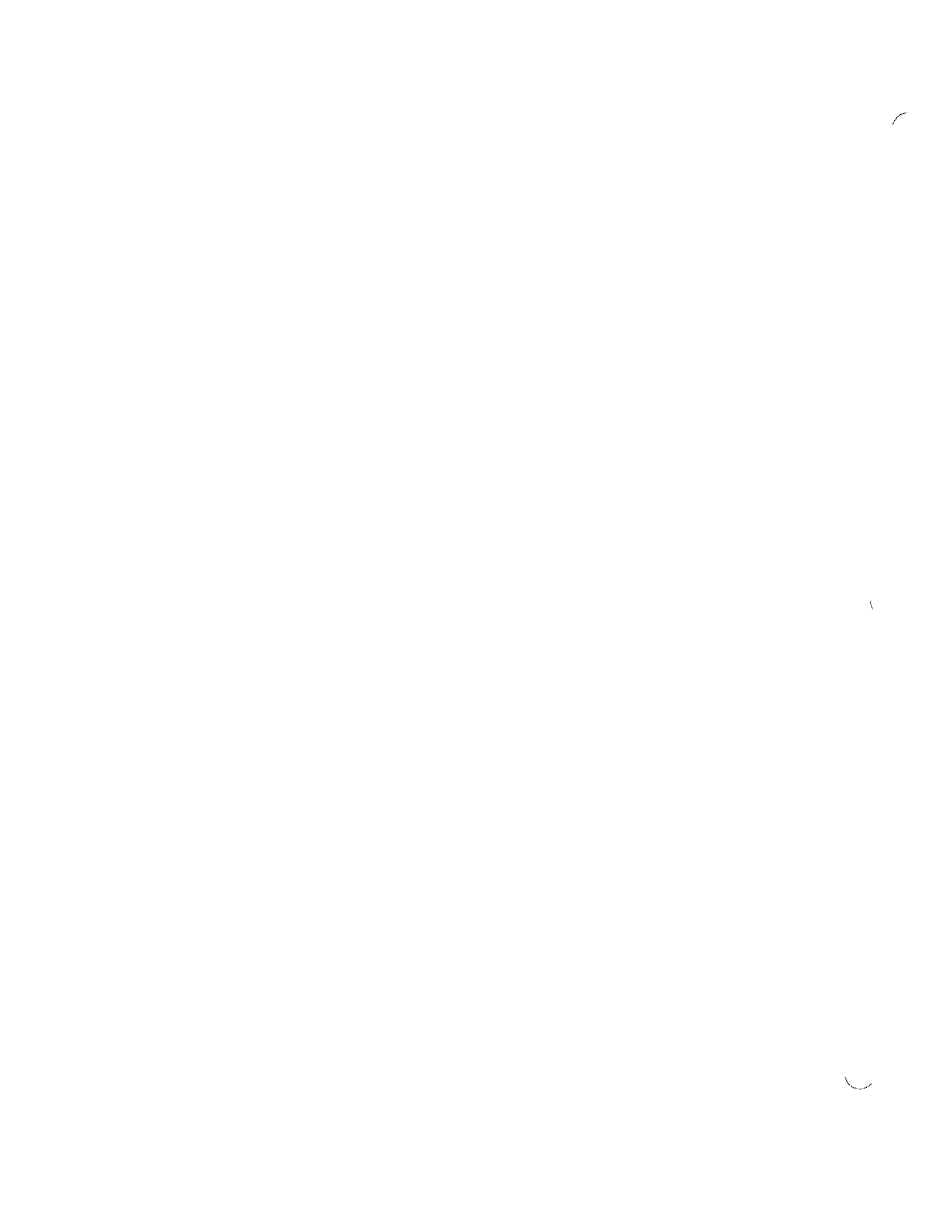


**Staff Recommendation:**

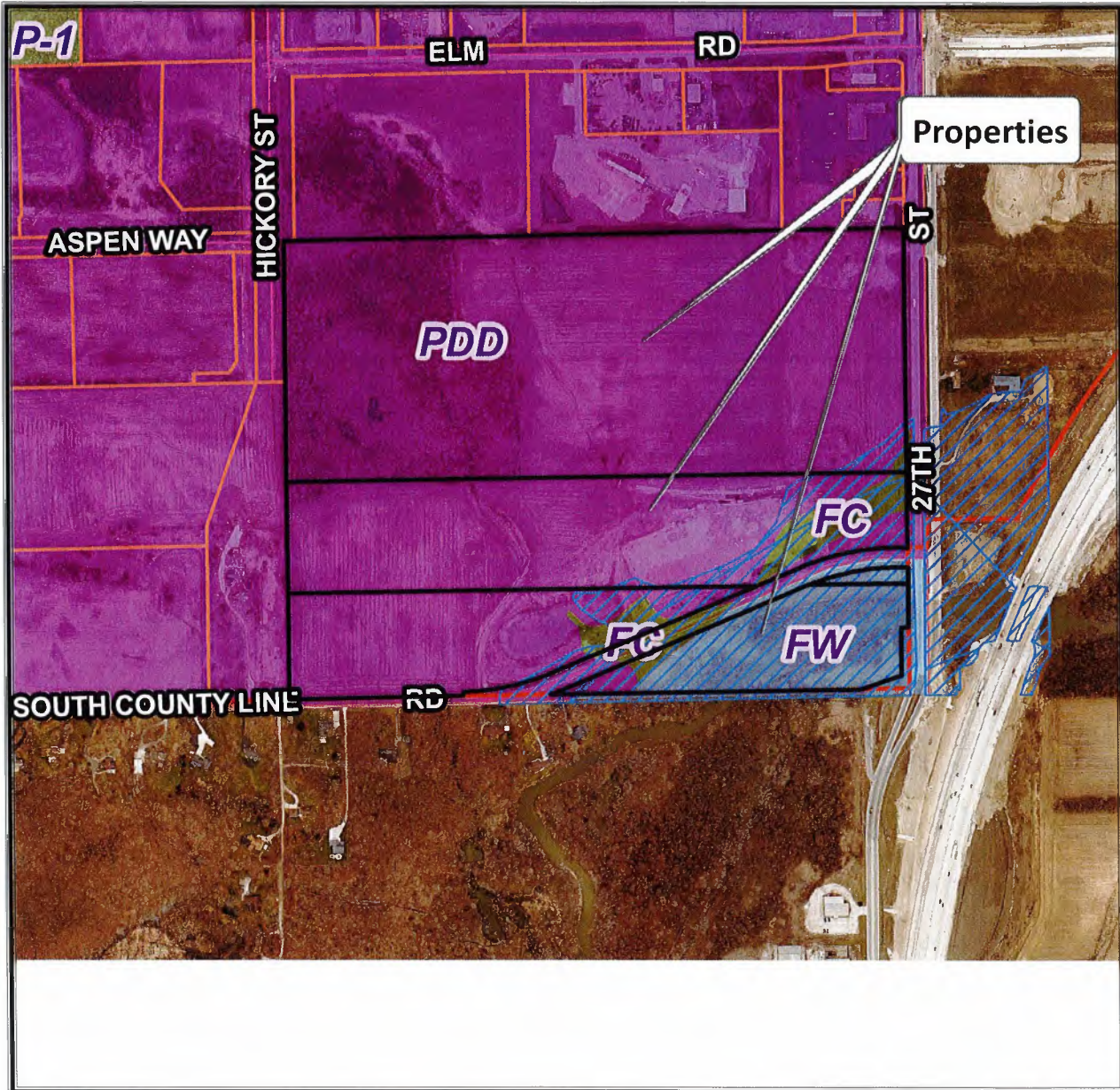
Staff has no recommendation. This item does not have a recommended motion and no official action will be taken on this item.

Exhibits:

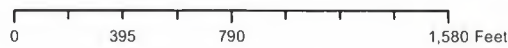
- Staff Comments 08-11-2023
- Staff Comments 12-15-2023
- Concept Site Plan 12-15-2023
- Applicant narrative 08-01-2023
- Applicant Exhibits 08-01-2023



10885 & 11027 S. 27th Street and TKN 978 9999 001  
 TKNs: 978 9997 000 & 978 9998 000



Planning Department  
 (414) 425-4024



*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.*

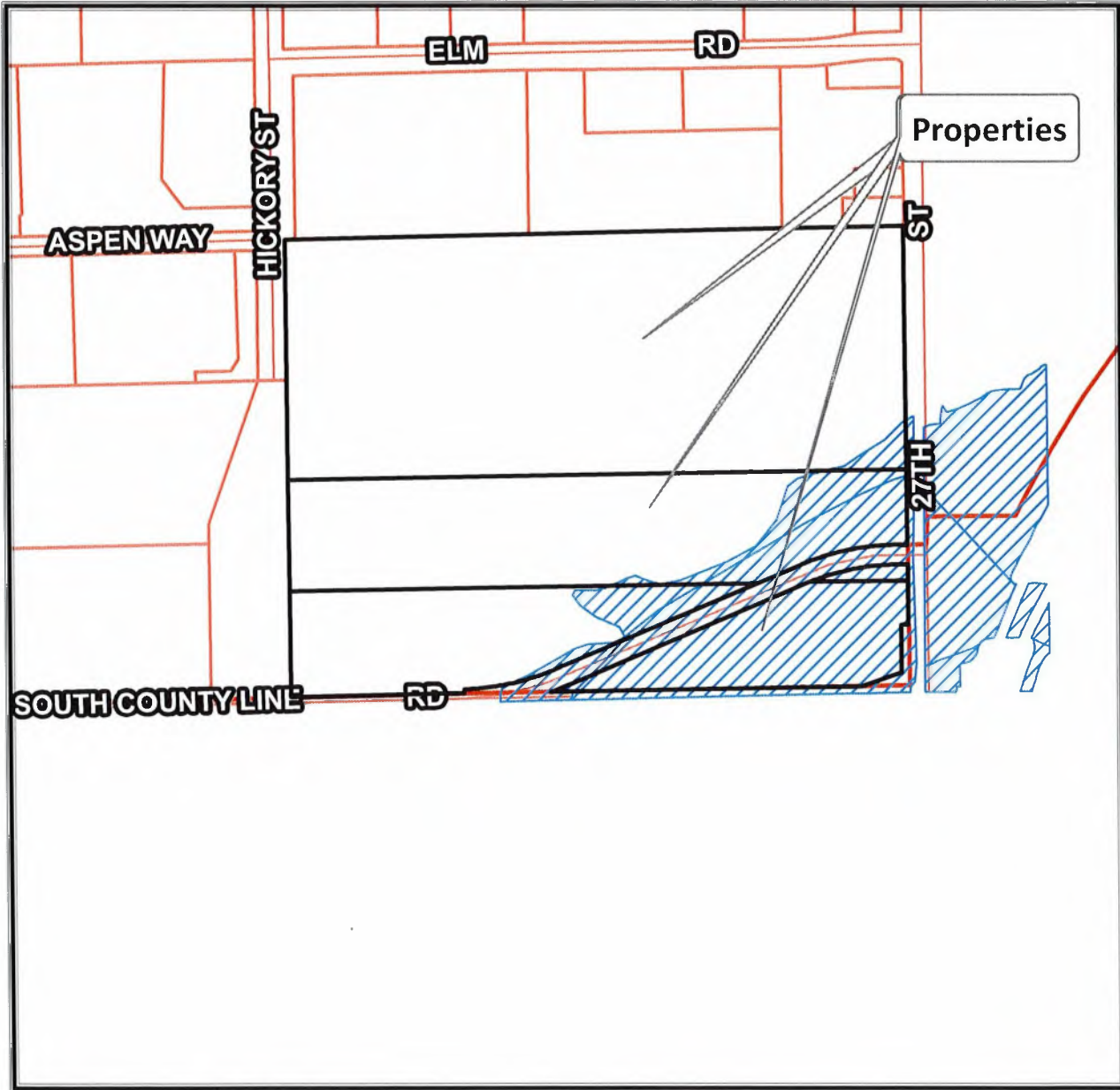


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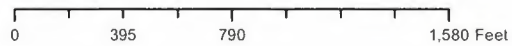
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10885 & 11027 S. 27th Street and TKN 978 9999 001  
TKNs: 978 9997 000 & 978 9998 000



**Planning Department**  
**(414) 425-4024**



*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  
 9229 West Loomis Road  
 Franklin, Wisconsin 53132  
[generalplanning@franklinwi.gov](mailto:generalplanning@franklinwi.gov)  
 (414) 425-4024  
[franklinwi.gov](http://franklinwi.gov)



APPLICATION DATE 7/27/23  
 STAMP DATE \_\_\_\_\_ city use only

## COMMON COUNCIL REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME <b>MARK ALLAN NORDLAND</b>		NAME <b>SAME AS APPLICANT</b>	
COMPANY <b>LIKEWISE PARTNERS, LLC</b>		COMPANY	
MAILING ADDRESS <b>1600 UTICA AVENUE SOUTH, 9TH FLOOR</b>		MAILING ADDRESS	
CITY/STATE <b>ST LOUIS PARK, MN</b> ZIP <b>55416</b>		CITY/STATE	ZIP
PHONE <b>612-812-7020</b>		PHONE	
EMAIL ADDRESS <b>MARK@LIKEWISE PARTNERS</b>		EMAIL ADDRESS	

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS <b>10855 SOUTH 27TH STREET, FRANKLIN</b>	TAX KEY NUMBER <b>9789997000, 9789998000, 9789999001</b>
PROPERTY OWNER <b>FOX GLENN CORPORATE CENTRE, LLC</b>	PHONE
MAILING ADDRESS	EMAIL ADDRESS <b>JEFF@BHILLADVISORYGROUP.COM</b>
CITY/STATE	DATE OF COMPLETION <span style="float: right;">office use only</span>

### APPLICATION TYPE

**Please check the application type that you are applying for**

- Concept Review  
  Comprehensive Master Plan Amendment  
  Planned Development District  
  Rezoning  
 Special Use / Special Use Amendment  
  Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval  
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

### SIGNATURES

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

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

I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE	APPLICANT SIGNATURE 
NAME & TITLE _____ DATE _____	NAME & TITLE <b>MARK NORDLAND, PARTNER</b> DATE <b>7/27/23</b>
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE _____ DATE _____	NAME & TITLE _____ DATE _____

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## CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

### CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$250 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 ½" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of way, natural resources/green space and drainage issues/concerns, etc.])
  - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials

### COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
  - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

### PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
  - \$6,000 New PDD
  - \$3,500 PDD Major Amendment
  - \$500 PDD Minor Amendment
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc (See Sections 15 7 0101, 15 7 0301, and 15 5 0402 of the UDO for information that must be denoted or included with each respective plan )
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
  - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
  - Minor PDD Amendment requests require Plan Commission review and Common Council approval

### REZONING

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
  - \$1,250
  - \$350 one parcel residential
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
  - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
  - Requires a Class II Public Hearing notice at Plan Commission

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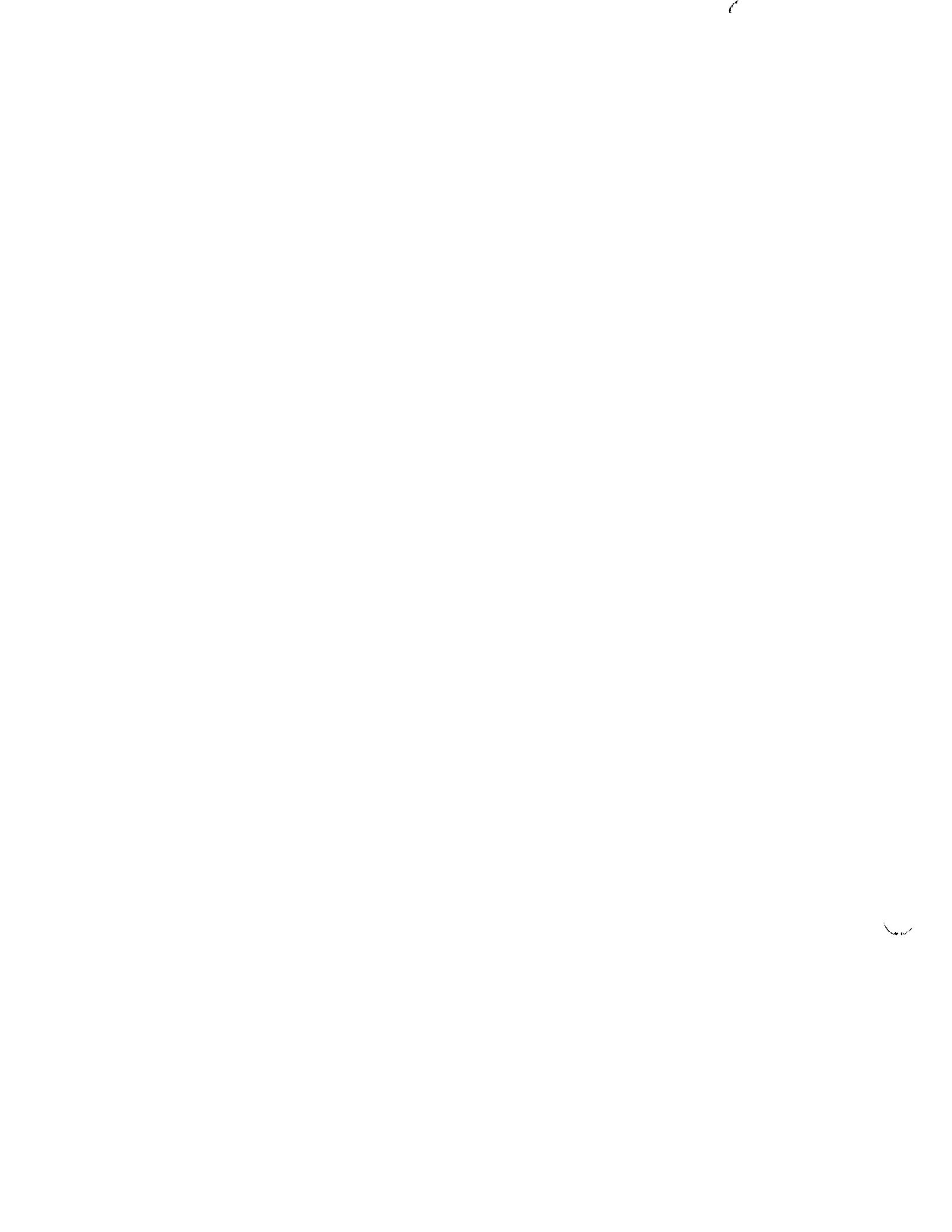
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**SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
  - \$1,500 New Special Use > 4000 square feet
  - \$1,000 Special Use Amendment
  - \$750 New Special Use < 4000 square feet
- Word Document legal description of the subject property
- Word Document legal description of the subject property
- One copy of a response to the General Standards, Special Standards, and Considerations *found in Section 15 3 0701(A), (B), and (C) of the UDO available at [www.franklinwi.gov](http://www.franklinwi.gov)*
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", *The submittal should include only those plans/items as set forth in Section 15 7 0101, 15 7 0301 and 15 5 0402 of the UDO that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc*
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
  - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

**UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Three (3) project narratives, *including description of the proposed text amendment*
  - Requires a Class II Public Hearing notice at Plan Commission
  - The City's Unified Development Ordinance (UDO) is available at [www.franklinwi.gov](http://www.franklinwi.gov)





**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 current proposed concept site plan for the project features two options of industrial buildings for Lot 1 (Spec building 310,800 SF and BTS building 310,300 SF), two new public roadways with utility infrastructure, and new stormwater management facilities. In total, the land area is approximately 100 acres, half of which is currently proposed to be developed. It will be subdivided to create three new lots for development and two outlots for ponds and conservation. The site layouts for the buildings will comply with PDD 39 zoning requirements. The greenspace for lot 1 is 23.3%. Lot 2 is 55.6% . Combined greenspace for both lots exceeds required. This also includes having the proposed truck docks face away from the new public roadway that will run between the buildings. The new Public Road A will connect to South 27<sup>th</sup> Street and run East/West between Buildings 1 and 2 before intersecting with new Public Road B that will connect to the existing segment of County Line Road, head north and ultimately connect to Elm Road The proposed roadway alignments and intersections are a result of several conversations with the City of Franklin and Wis DOT. The new roadways will follow the current City standards for ROW (80' wide) and roadway (36' wide flange to flange). The proposed, shared detention pond areas are also to be located in an outlot when feasible.*

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: In addition to the City specific zoning requirements, the necessary environmental/resource setbacks were considered in the proposed concept site plan. There is a 20 acre woodland area located in the northwest corner of the site that will be placed and protected in an outlot with a conservation easement. All wetlands that have been delineated in this area have the City required 30' buffer and 50' setback identified for reference. Placement of the buildings and roadways took into account the wetland complex that runs along the middle portion of the site to reduce any impacts, including to the buffer and setback areas. The large wetland area shown*



*at the southern portion of the site is believed to be artificial as it was previously a man-made detention pond that was filled by the current site owner. This is why the proposed roadway and detention ponds were placed in this location. It is also understood that wetland impact permitting with the WDNR and USACE will be necessary for this project. Also, a Natural Resource Protection Plan (NRPP) and Natural Resource Special Exception (NRSE) will need to be applied for with the City.*

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: As stated under General Standards A, item 2, the placement of the buildings and roadways took into account the wetland complex that runs along the middle portion of the site to reduce any impacts, including to the buffer and setback areas.*

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 development will be serviced by all necessary public utilities, infrastructure, and services. The developer will request that funding from the existing TID be made available to construct the new roads through the property and connect the project to existing utilities.*

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 newly constructed commercial grade Elm Boulevard and I-94 interchange, which is less than 1 mile away, will naturally attract the vast majority of traffic patterns. There should be no reason for traffic from the development to funnel into residential neighborhoods in the area. All necessary roadway infrastructure will follow local City, County and WisDOT design criteria, where applicable.*

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: As stated under General Standards A, item 2, there is a 20 acre woodland area located in the northwest corner of the site that will be placed and protected in an outlot with a conservation easement. All wetlands that have been delineated in this area have the City required 30' buffer and 50' setback identified for reference. Placement of the buildings and roadways took into account the wetland complex that runs along the middle portion of the site to reduce any impacts, including to the buffer and*



*setback areas.*

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: As stated under General Standards A, items 2 & 5, it is also understood that wetland impact permitting with the WDNR and USACE will be necessary for this project. Also, a Natural Resource Protection Plan (NRPP) and Natural Resource Special Exception (NRSE) will need to be applied for with the City. All necessary roadway infrastructure will follow local City, County and WisDOT design criteria, where applicable.*

As part of our application and this submittal, we are requesting some exceptions to the applicable design standards. The requested exceptions are in blue text below. We are also identifying areas where we exceed the design standards – these are in green text.

**PDD No. 39 Design Standards, Section 15-3.0444A.D. Gateway Area Design Standards**

**Item 2b.iii.** Sidewalks shall be provided along the entire length of any façade containing a public entrance, leaving room for foundation planting beds, and shall connect to existing or planned public sidewalks or pedestrian/bike facilities.

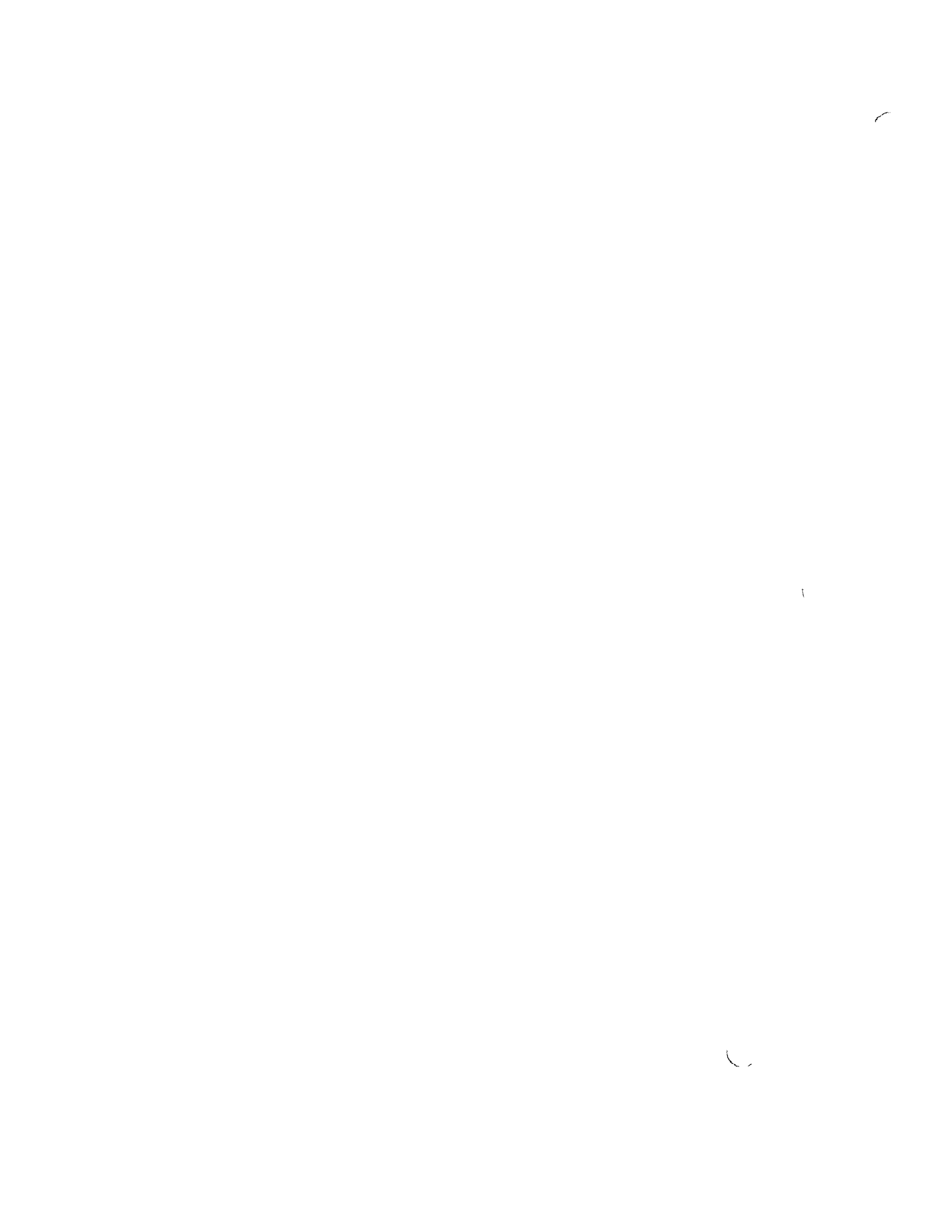
*Request: The proposed plan will provide three sidewalks and crosswalks that connect the building entrances to the adjacent access road in lieu of a continuous walk across the front of the buildings. We feel that this provides more direct pedestrian access between the building entrances and the public sidewalk. It also allows us to maintain a wider landscape strip between the building and the parking lot and has less total impervious area on the site.*

**Item 3b.** Central Areas/Features. Each development which contains a building over forty-thousand (40,000) square feet in area shall provide central area(s) or feature(s) such as a patio/seating area, pedestrian plaza with benches, outdoor playground area, water feature, and/or other such deliberately designated areas or focal points that adequately enhance the development or community. All such areas shall be openly accessible to the public, connected to the public and private sidewalk system, designed with materials compatible with the building and remainder of the site, and maintained over the life of the building and project.

*Request: The proposed design does not include any central area/feature. These are not typical for buildings of this type.*

**Item 4a.i.** All principal buildings shall be multi-story and exhibit quality architectural design. Corner building shall also serve as landmarks with distinctive architectural character, including such features as towers, rounded walls, recessed entries, or other unique features.

*Request: Our proposed exterior renderings incorporate feedback received from the City Council at our previous Concept Review. We have created large glazed openings at the corners of the building with clerestory windows above. This provides the ability of a future tenant to build a two-story office while also providing the look of a multi-story building*



*from initial construction. We have increased the articulation of the building which includes expanded first floor window expression, expanded use of formliners to add more texture, added ACM entrance pilaster/brow feature and projecting brow and sunscreen elements.*

**Item 4a.iii.** Brick and stone are preferred primary materials for the solid (non-window) portion of the new buildings or additions.

*Request: Articulated, painted precast concrete wall panels are utilized for the exterior walls of the building. This is the industry standard for a Class A building of this type. In addition, we are calling for the use of a decorative concrete formliner to provide color and texture on several areas of the walls facing the Access Road and South 27<sup>th</sup> Street.*

**Item 4a.iv.** Precast concrete, cast stone, concrete masonry units, terra cotta, stucco, and wood siding are acceptable accent and secondary materials for the solid portion of new buildings or additions.

*Request: Articulated, painted precast concrete wall panels are utilized for the exterior walls of the building. This is the industry standard for a Class A building of this type. In addition, we are calling for the use of a decorative concrete formliner to provide color and texture on several areas of the walls facing the Access Road and South 27<sup>th</sup> Street.*

**Item 4a.ix.** All visible sides of the building shall be designed with details that complement the front façade. Side facades that are visible from the public street shall receive equal design attention.

*Provided: The south, east and west sides of the building has façade articulation including pattern form liner . We have expanded first and second floor window expression. The north side of the building will be less visible from the public street and will be screened with landscaping. The 27<sup>th</sup> Street frontage has received additional upgrades based on City Council feedback.*

**Item 4a.x.** For each building more than 40,000 square feet in area, building massing that creates modulation and articulation is required.

*Provided: The proposed design provides façade articulation in the form of precast recesses and projections at the entrance areas for a total of 30% of the building's south façade and 28% of the east and west facades. In addition, there are grade level windows, clerestory windows and paint changes to provide further visual interest/relief. We have added an ACM entrance pilaster/brow feature as well as projecting brow and sunscreen elements to provide further façade articulation.*

**Item 4a.xi.** Commercial buildings shall have at least 60% of their ground floor front elevations with transparent windows.

*Request: We have created large glazed openings at the corners of the building and at the two center entries with clerestory windows above. Additional larger individual windows are provided along the front south elevation. We have expanded first and second floor window expression. The proposed design for the Spec building provides 9% glazing area on the south elevation and 7% on the east and west elevations. The proposed design for BTS building provides 3% glazing area on the south elevation, 5% on the east and 0% on the west elevations. Providing 60% glazing at the front elevation is not desired or typically provided for a Class A building of this type. If we are successful in securing our single*





*tenant prospect for Building 1, the elevation will have the same look, but the glazing in areas that do not have office will not be transparent and in some cases will be articulated to look like windows.*

**Item 7.** Supplemental Design Guidelines. It is intended that the *applicable* design guidelines set forth in South 27<sup>th</sup> Street Corridor Plan, and the *applicable* design standards in the South 27<sup>th</sup> Street Design Overlay District, be utilized - *as a supplemental guide* - to the mandatory design standards set forth elsewhere in this Ordinance pertaining to the Gateway Area portion of the Planned Development District No. 39. The purpose of these supplemental guidelines are to serve as general recommendations to further encourage good quality design in new building and site design, which in turn will support an attractive, interesting, safe, and sustainable District. It is also intended that these supplemental guidelines serve as the supplemental design elements or improvements to be incorporated into any project which requires compensation for any waiver of the additional design standard as set forth in this Ordinance. In particular, it is *encouraged* that the design standards, set forth in Section 15-3.0355B and Section 15-3.0355C of South 27<sup>th</sup> Street Design Overlay District *be considered*.

*Response: The intent as identified in bold text above is noted to encourage considering use of the Supplemental Design Guidelines where applicable, as a supplemental guide. In line with our intent to provide an industrial building which is aesthetically pleasing and appropriate for its use and location in the business park, the following indicates how the proposed design relates to these encouraged guidelines.*

**Village of Franklin Zoning, Chapter UDO, Part 3, Division 15-3.0350, Section 15-3.0351 – South 27<sup>th</sup> Street Design Overlay District**

**15-3.0352.A.** Parking required and Location Regulated. Not more than 50% of the off-street parking spaces shall be located directly between the front façade of the building and the public street, unless additional buildings in the overall development are or will be located between the main building and the public street. Such additional buildings must be sufficient in size, location, and number to provide an effective visual break between the public street and the parking lot.

*Request: The goal is to separate the car traffic from truck traffic for safety purposes. All of the employee and visitor car parking is located in parking lots on the south side of the buildings and any truck maneuvering being confined to the north and west sides of the building.*

**15-3.0353.C.4.** Sidewalks shall be provided along the entire length of any façade containing a public entrance, leaving room for foundation planting beds.

*Request: As also stated in response to Item 2.b.iii. in the PDD No. 39 above, the proposed plan will provide three sidewalks and crosswalks that connect the building entrances to the adjacent access road in lieu of a continuous walk across the front of the buildings. We feel that this provides more direct pedestrian access between the building entrances and the public sidewalk. It also allows us to maintain a wider landscape strip between the building and the parking lot and has less total impervious area on the site.*

**15-3.0353.C.7.** The building shall provide awnings or other weather protection features within 30 feet of all customer entrances along a building.



*Request: The proposed design provides canopies at each of the proposed tenant entrances to accent the entries and provide rain cover while the pedestrian enters the building. Canopies or awnings beyond this are not typical for buildings of this type. We have also added an ACM entrance pilaster/brow feature at the corner of the building.*

**15-3.0353.E.** Bicycle and Pedestrian Amenities Required. The development shall provide secure, integrated bicycle parking and pedestrian furniture in appropriate quantities and location.

*Request: The proposed design does not include bicycle racks or pedestrian furniture. These are not typical for buildings of this type. These amenities can be provided by the individual tenants if they choose to.*

**15-3.0353.G.** Central Areas/Features. Each development which contains a building over 50,000 square feet in area shall provide central area(s) or feature(s) such as a patio/seating area, pedestrian plaza with benches, outdoor playground area, water feature, and/or other such deliberately designated areas or focal points that adequately enhance the development or community. All such areas shall be openly accessible to the public, connected to the public and private sidewalk system, designed with materials compatible with the building and remainder of the site, and maintained over the life of the building and project

*Request: The proposed design does not include any central area/feature. These are not typical for buildings of this type.*

**15-3.0355.B.3.b.** Exterior building materials shall convey an impression of durability. Materials such as masonry, stone, stucco, and wood are encouraged. Metal is not allowed as the primary exterior building material, though it may be used for accents including awnings.

*Request: As also stated in response to Item 4a.iii. in the PDD No. 39 above, articulated, painted precast concrete wall panels are utilized for the exterior walls of the building. This is the industry standard for a Class A building of this type. We have increased the articulation of the building which includes the added ACM entrance pilaster/brow feature and projecting brow and sunscreen elements.*

**15-3.0355.B.5.a.** Decorative devices – such as molding, entablature, and friezes – are expected at the roofline. Where such ornamentation is present in the form of a linear molding or board, the band must be at least eight inches wide.

*Request: The proposed design includes a simple color coordinated metal coping at the top of the wall.*

**15-3.0355.B.6.** Change in Relief of Building. Buildings must include changes in relief on at least 10% of their primary façade for pedestrian interest and scale. Relief changes include cornices, bases, fenestration, fluted masonry, or other treatments.

*Provided: The proposed design provides façade articulation in the form of precast recesses and projections at the entrance areas for a total of 30% of the building's south façade and 28% of the east and west facades. In addition, there are grade level windows, clerestory windows, increased second story window expression and paint changes to provide further visual interest/relief. We have also added an ACM entrance pilaster/brow feature as well as projecting brow and sunscreen elements.*



**15-3.0355.B.7.a.** Windows which allow views to the interior activity or display areas are expected. Windows shall include sills at the bottom and pediments at the top. Glass curtain walls, reflective glass, and painted or darkly tinted glass shall not be used.

*Request: The glazing at these buildings will typically be to office areas that are part of the overall function of the tenant's operations. These are not typically retail or showroom display areas as seem to be intended by the language in the standards. This requirement would appear to not be applicable in this location.*

**15-3.0355.C.4.** Building Materials. Building materials shall be unified throughout the building, and shall complement other buildings in the vicinity. Exterior building materials shall be of high and comparable aesthetic quality on all sides. Building materials such as glass, brick, decorative concrete block, or stucco shall be used. Decorative architectural metal with concealed fasteners may be approved if sensitively incorporated into the overall design of the building.

*Request: As also stated in response to Item 4a.iii. in the PDD No. 39 above, articulated, painted precast concrete wall panels are utilized for the exterior walls of the building. This is the industry standard for a Class A building of this type. We have increased the articulation of the building which includes the added ACM entrance pilaster/brow feature and projecting brow and sunscreen elements.*

**15-3.0355.C.5** Building Design. The building exterior shall be unified in design throughout the structure, and shall complement other buildings in the vicinity. The building shall employ varying building setbacks, height, roof treatments, door and window openings, and other structural and decorative elements to reduce apparent size and scale. A minimum of 20% of all the combined facades of the structure shall employ actual façade protrusions or recesses. A minimum of 20% of all of the combined linear roof eave or parapet lines of the structure shall employ differences in height, with such differences being six feet or more as measured eave to eave or parapet to parapet for buildings over 50,000 square feet. Roofs with particular slopes may be required by the City to complement existing buildings or otherwise establish a particular aesthetic objective. Ground floor facades that face and are on properties that are in any part within 100 feet of public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50% of their horizontal length. The integration of windows into building design is strongly encouraged.

*Request: The proposed design provides façade articulation in the form of precast recesses and projections at the entrance areas for a total of 20% of each building's perimeter. The proposed design also provides varying parapet heights at the entrance areas with a combined percentage of varied parapet being 20%. The proposed elevations indicate the relative heights to vary from 4' to 6'. An accent paint scheme and additional glazing are used to further accentuate the entrance areas. These recesses, projections and elevation changes are appropriate for the visual impact of the entrances and the proportions of each element. The south and east facades are more than 100' from the streets. The entries and windows represent 19% of the south façade length and 15.9% of the east and west façade length of the Spec building. And the entries and windows represent 9% of the south façade length, 15.9% of the east, and 0% of the west façade length of the BTS building. We have increased the articulation of the building which includes expanded first and second floor window expression, expanded use of formliners to add more texture, added ACM entrance pilaster/brow feature and projecting brow and sunscreen elements.*



**15-3.0355.C.6 Building Entrances.** Public building entryways shall be clearly defined and highly visible on the building's exterior design, and shall be emphasized by on-site traffic flow patterns. Two or more of the following design features shall be incorporated into all public building entryways: canopies or porticos, overhangs, projections, arcades, peaked roof forms, arches, outdoor patios, display windows, distinct architectural details. Unless exempted by the Plan Commission all sides of the building that directly face or abut a public street or public parking area shall have at least one public entrance, except that the City shall not require building entrances on more than two sides of any building.

*Request: The proposed design includes two primary corner entrances and two secondary entry features for each building. There are also additional windows provided to either side of the corner entrances. All entries include canopies, storefront glazing and distinct painting treatments. Further corner articulation has been provided with an added ACM entrance pilaster/brow feature.*

- 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: The applicant is requesting that business classifications of eCommerce Fulfillment, Warehousing, and Distribution uses are considered Permitted Uses, which may be approved by the Zoning Administrator, and not subject to the requirements of Section 15-3.0702 and 15-3.0703.*

- 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 Class A Industrial development will be attractive to many different types of industrial operations who will be looking to locate in Franklin because of its skilled workforce, attractive community, existing strong businesses and allow them to capitalize on the access that the newly constructed Elm Boulevard provides to Interstate 94.*

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: The proposed Class A Industrial development site presents an optimal site plan layout which is inclusive of all of the amenities that progressive industrial tenants are searching for. The site is located in the Gateway Area which allows the community*





*of Franklin to attract immediate investment and increment.*

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: The proposed Class A development promotes maximum density development which maximizes the Per Acre assessed value of land in the community. Maximum Per Acre development ensures that the community maximizes property value while also protecting its natural resources. Also as stated under General Standards A, item 2, the placement of the buildings and roadways took into account the wetland complex that runs along the middle portion of the site to reduce any impacts, including to the buffer and setback areas.*

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: The proposed development will be a Class A Industrial development in the Gateway Area and it will set the bar for the redevelopment of several outdated industrial properties in the surrounding area.*





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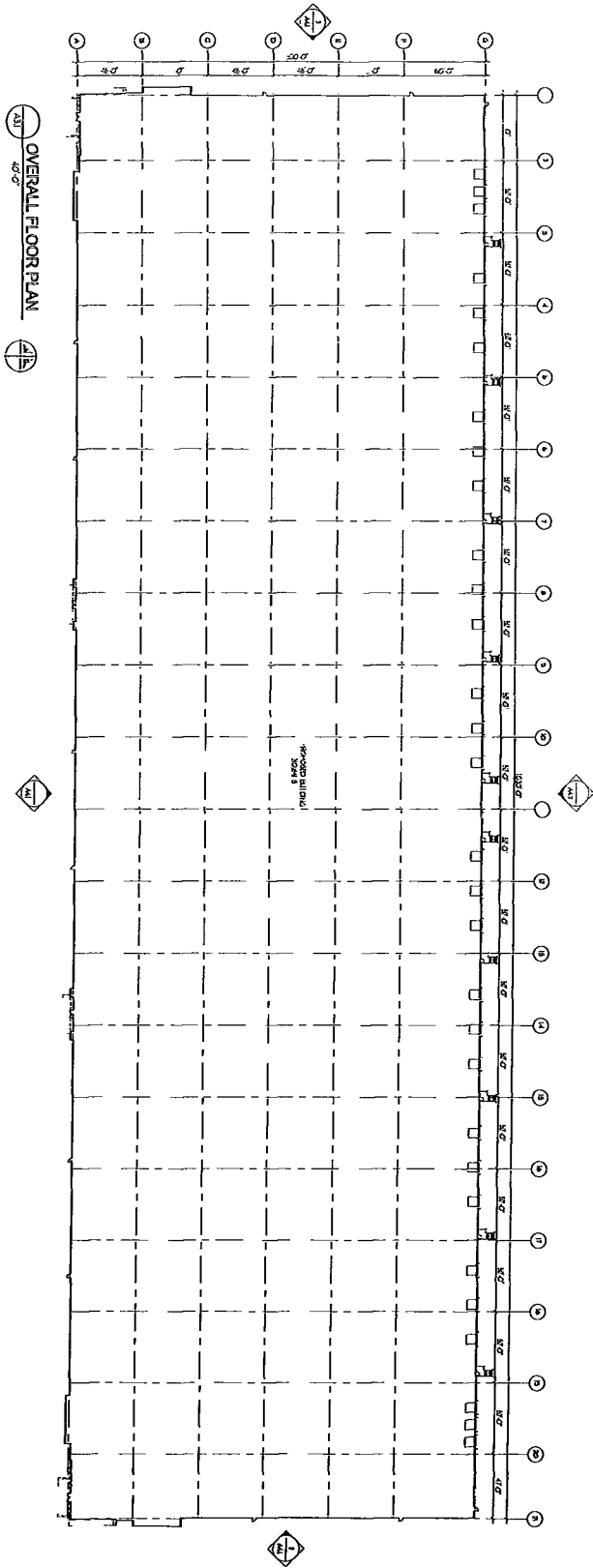
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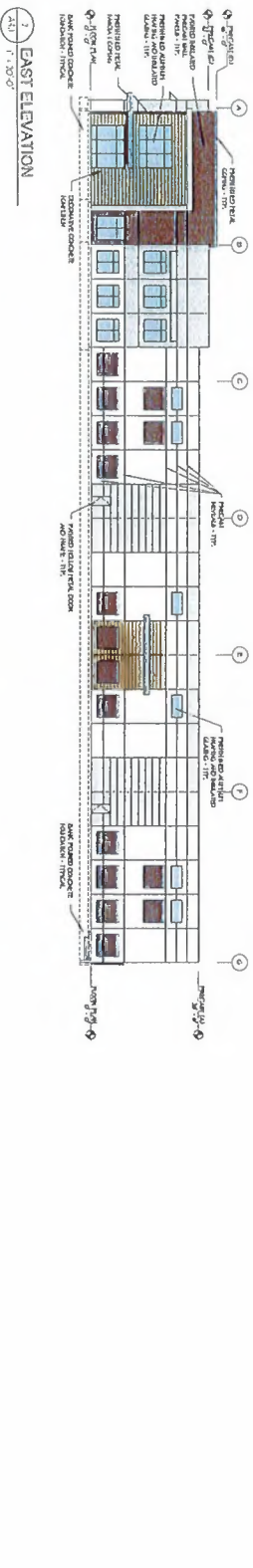
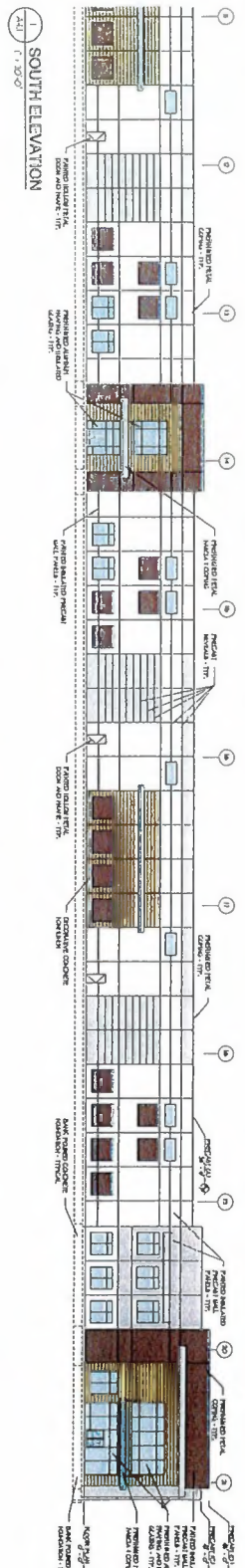
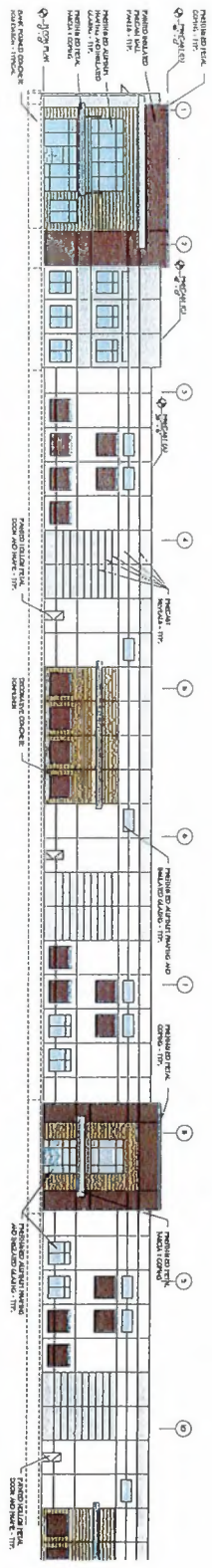


<p><b>A3.1</b></p>	<p>DATE: 07/24/13</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>PROJECT: 2013.001</p>	<p>600 Fifty-Second Street Suite 220 Kenosha, Wisconsin 53140 Ph. (262)552-2820</p>	<p><b>Partners in Design</b> ARCHITECTS</p>	<p><b>LIKewise FRANKLIN DEVELOPMENT-SPEC</b> South 27th Street, Franklin, Wisconsin</p>	<p>OVERALL FLOOR PLAN</p>	<p>REVISED</p>
	<p>DESIGNER: JMS</p>	<p>DATE: 07/24/13</p>	<p>PROJECT: 2013.001</p>					

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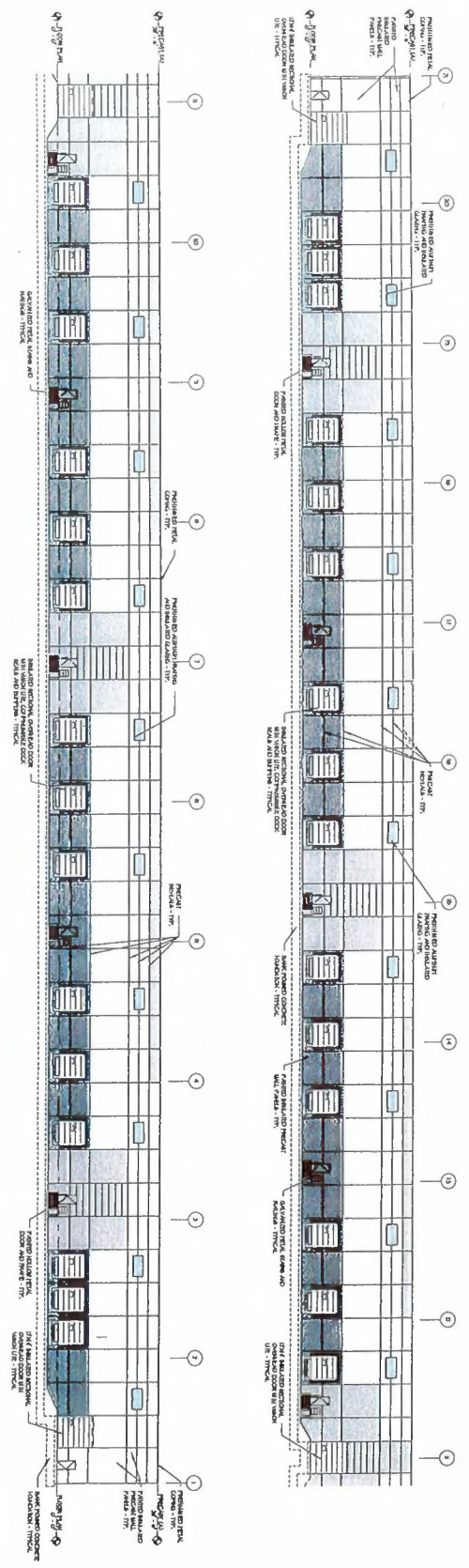
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	<b>Partners in Design</b> ARCHITECTS	600 8th Street, Suite 220 Franklin, Wisconsin 53140 Ph. (262) 697-2820	<b>LIKewise FRANKLIN DEVELOPMENT-SPEC</b> <b>South 27th Street, Franklin, Wisconsin</b> EXTERIOR ELEVATIONS	REVISIONS _____ _____ _____
	PROJECT: 5th Street	DATE: 07/28/20	DRAWN BY: TTB	CHECKED BY: JMS
	SCALE: 1/8" = 1'-0"	SHEET: A4.1	TOTAL SHEETS: 14	DATE: 07/28/20
	PROJECT NO.: 2019-007	CLIENT: LK	ARCHITECT: PDI	DATE: 07/28/20
	PROJECT NO.: 2019-007	CLIENT: LK	ARCHITECT: PDI	DATE: 07/28/20

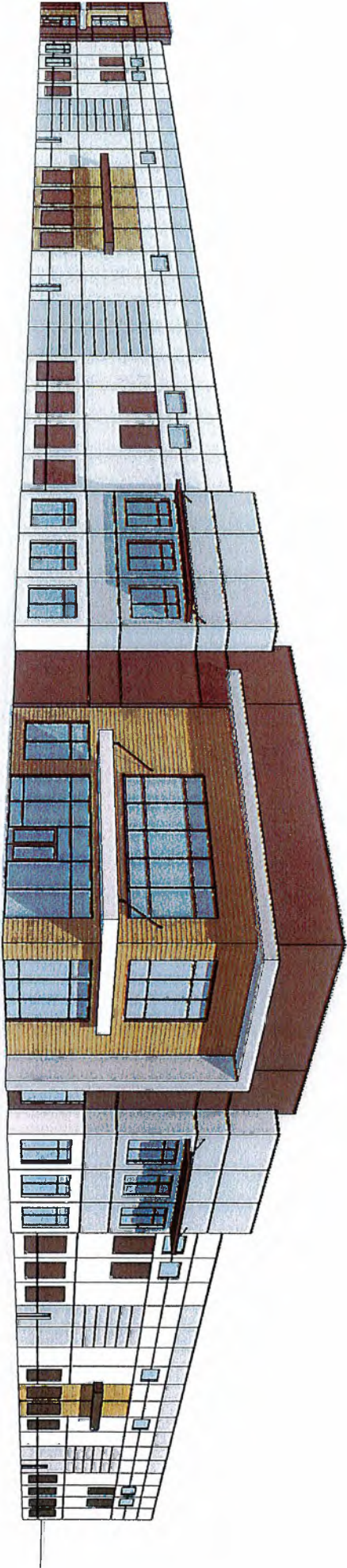




1 NORTH ELEVATION  
1/4" = 1'-0"

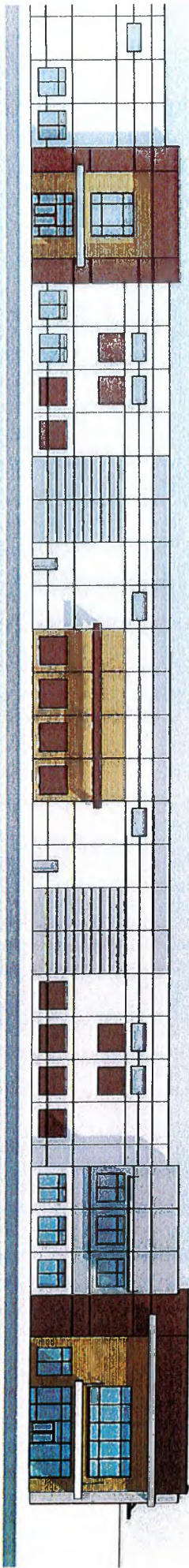
	PROJECT NO: <b>99322087</b>	600 City-Square Street Suite 220 Franklin, Wisconsin 53140 Tel: (262) 521-2800	<b>LIKELIKE FRANKLIN DEVELOPMENT-SPEC</b> <b>South 27th Street, Franklin, Wisconsin</b> EXTERIOR ELEVATION	5/22/23
	DATE: <b>07.28.23</b>	DRAWN BY: <b>BECKIE WAD</b>	CHECKED BY: <b>WAD</b>	SCALE: <b>A4.2</b>





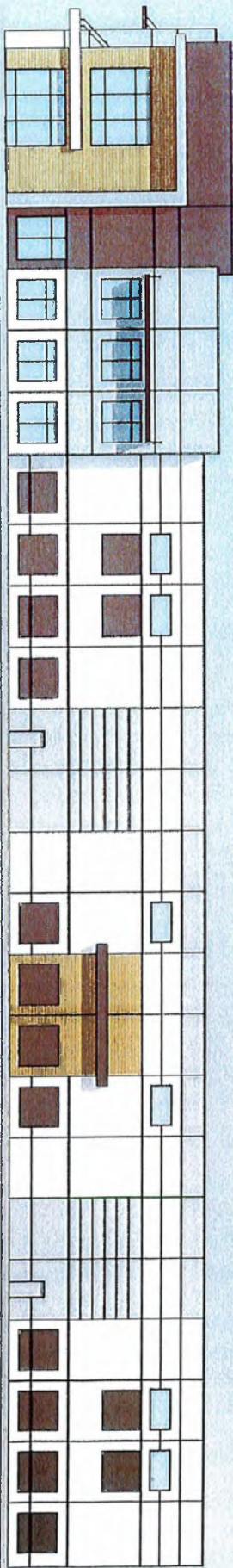






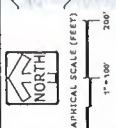
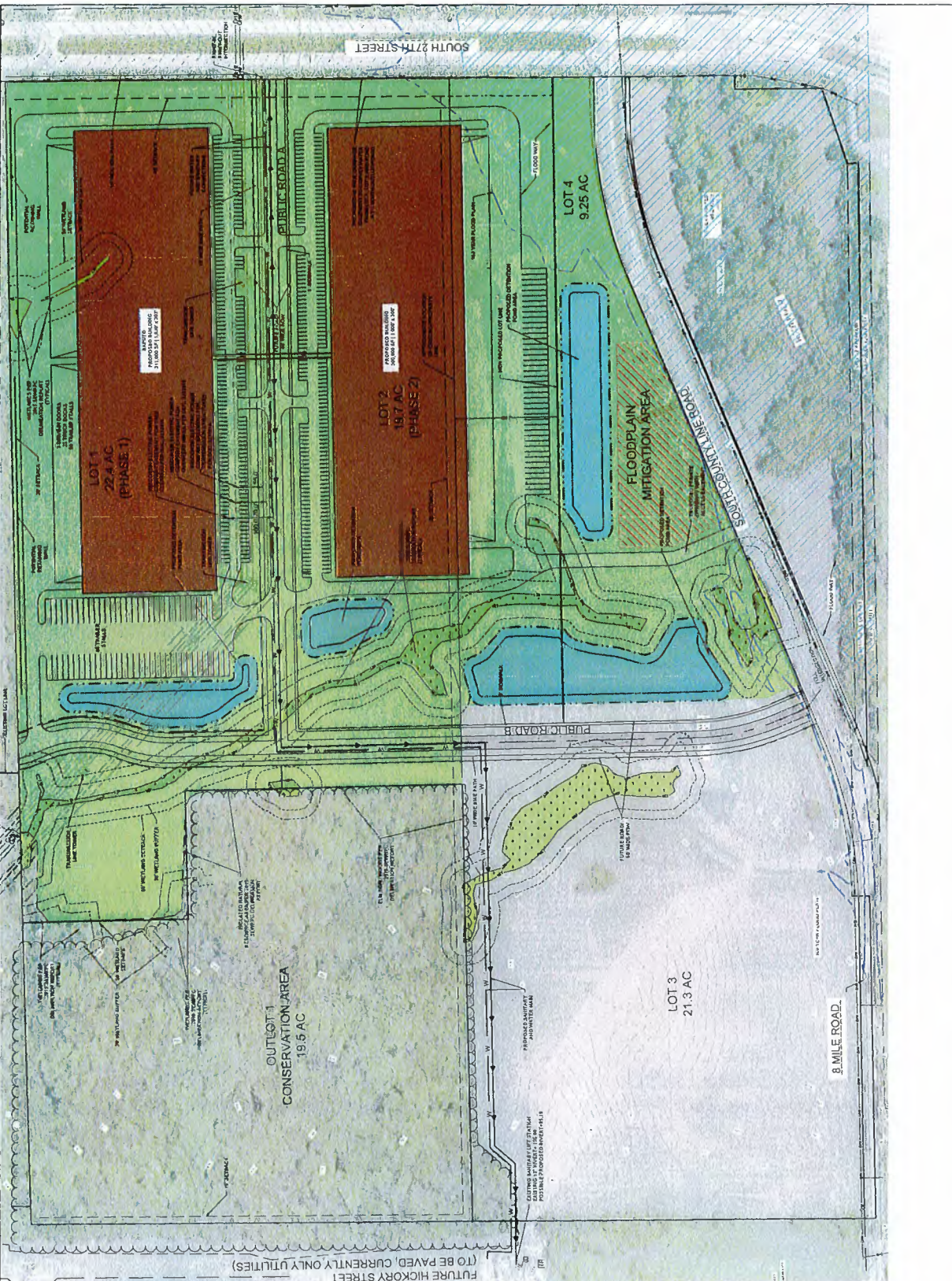












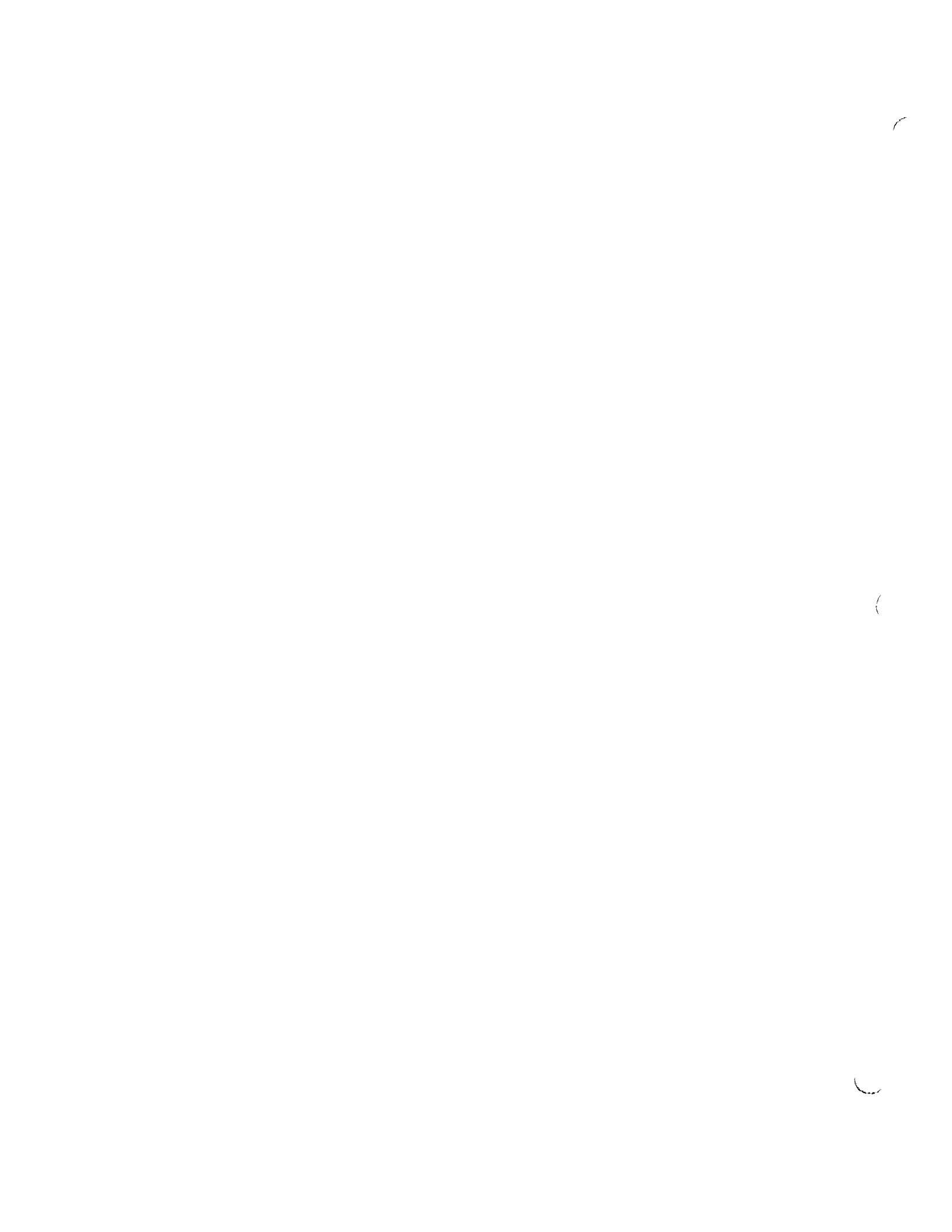
SITE DATA TABLE	
ZONING	PDD 39
TOTAL SITE	~96.9 AC
TOTAL DEVELOPMENT AREA	76.9 AC
MINIMUM LOT AREA	217,800 S.F. (5 AC)
FRONT SETBACK	30 FT
SIDE SETBACK	20 FT
SIDE SETBACK (CORNER)	30 FT
REAR SETBACK	15 FT
R.O.W. FRONTAGE	40 FT

\* ON-SITE STORMWATER MANAGEMENT REQUIRED  
 \* SETBACKS TO BE CONFIRMED BY CITY

APPROXIMATE PARKING DATA TABLE- LOT 1	
TRAILER STALLS	115
CAR STALLS	189 (6 ADA)

APPROXIMATE PARKING DATA TABLE- LOT 2	
TRAILER STALLS	42
CAR STALLS	199 (6 ADA)







PREVIOUS CONCEPT - 12/20/2022



SITE DATA TABLE	
ZONING	PDD 39
TOTAL SITE	~96.9 AC
TOTAL DEVELOPMENT AREA	76.9 AC
MINIMUM LOT AREA	217,800 S.F. (5 AC)
FRONT SETBACK	30 FT
SIDE SETBACK	20 FT
SIDE SETBACK (CORNER)	30 FT
REAR SETBACK	15 FT
R.O.W. FRONTAGE	40 FT
<ul style="list-style-type: none"> <li>* ON-SITE STORMWATER MANAGEMENT REQUIRED</li> <li>* SETBACKS TO BE CONFIRMED BY CITY</li> </ul>	

APPROXIMATE PARKING DATA TABLE - LOT 1	
TRAILER STALLS	89
CAR STALLS	196 (6 ADA)

APPROXIMATE PARKING DATA TABLE - LOT 2	
TRAILER STALLS	68
CAR STALLS	206 (7 ADA)

POND LEGEND	
PHASE 1 PONDS	4.3 AC
PHASE 2 PONDS	8.2 AC



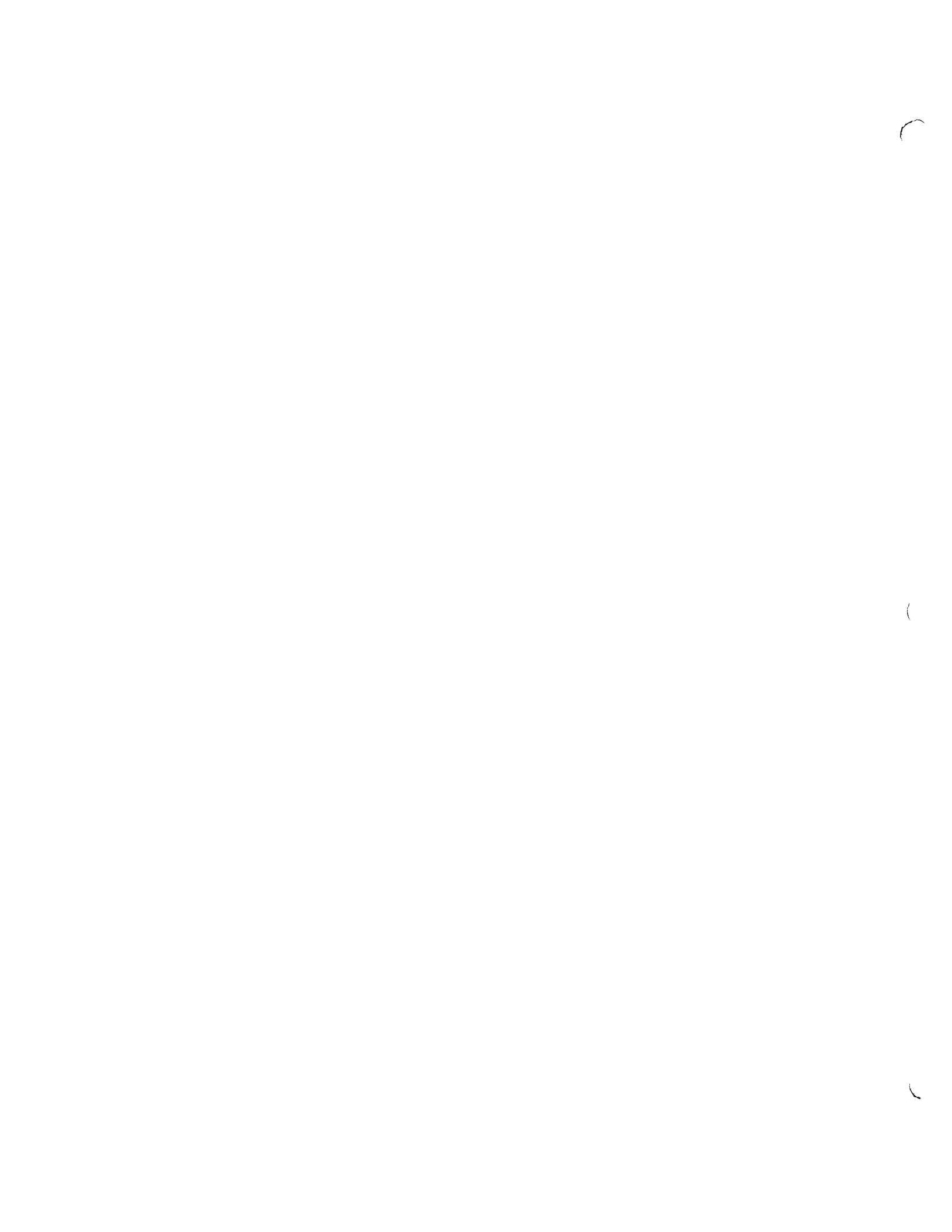
LIKewise FRANKLIN CONCEPT SITE PLAN E

08-12-2022

PLAN | DESIGN | DELIVER PEGJOB # 2874.00

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM |

LIKewise FRANKLIN CONCEPT SITE PLAN E  
PINNACLE ENGINEERING GROUP



## MEMORANDUM

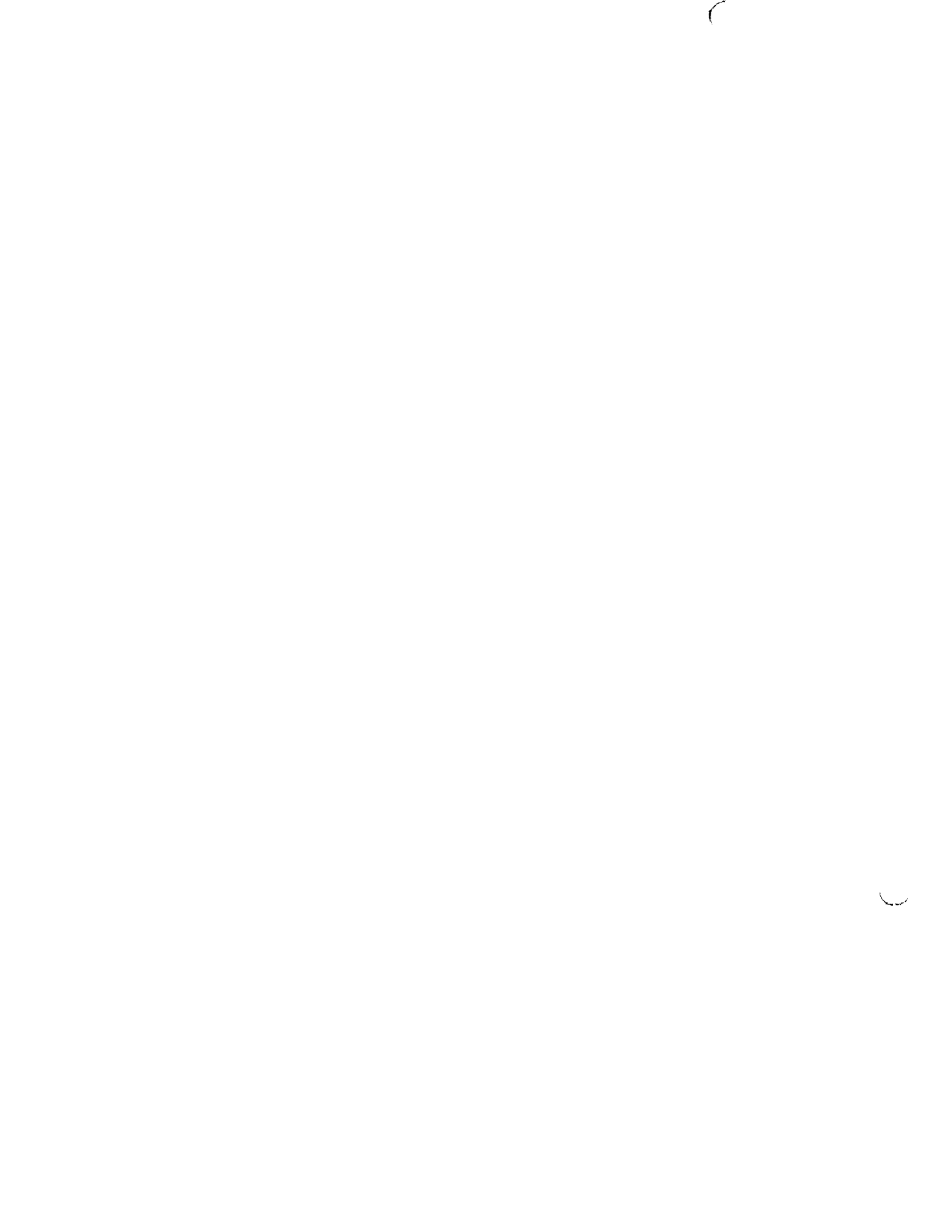
Date: August 11, 2023  
To: Mark Nordland, Likewise Partners LLC  
From: Department of City Development. Marion Ecks, Associate Planner.  
RE: Concept Review, TKNs 978 9997 000, 978 9998 000, 978 9999 001

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Please be advised that city staff has reviewed the above application received on August 8, 2023 for a proposed development in the lots located at approximately 10885 S 27th St.; Tax Key No.s 978 9997 000, 978 9998 000, 978 9999 001. 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 "Mixed Use" with areas of "Natural Resources". The Natural Resource 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 "Mixed Use" as defined by PDD 39.
2. **Zoning and Uses.** The properties in this proposed development are zoned PDD 39, FC Floodplain Conservancy District, and FW Floodway District. The intent of PDD 39 is to "facilitate the development of a high-quality office, light industrial, and commercial mixed use area."
  1. Parcels within 1,000 feet of S. 27<sup>th</sup> St are within the "Gateway" Area of the PDD and subject to the standards of that area. Proposed Lots 1 and 2 include lands within the Gateway Area. Proposed Lot 3 is within the "Business Park" Area.
    - i. Office and Light Industrial corporate headquarters are permitted uses in The Gateway. The proposed "Light Industrial Flex Space" use requires Special Use approval.
    - ii. Note that truck terminals are prohibited in PDD 39.





2. Alternative locations – The majority of the proposed development is located in the Gateway area of PDD 39, which discourages industrial or manufacturing uses. This type of development would be more appropriate to the Business Park area of PDD 39.
3. Overnight truck parking requires Special Use approval.
3. **Development Review Process.** Implementation of this project as proposed will require, at a minimum, the following applications or review by the City of Franklin:
  1. Certified Survey Maps (CSMs) to re-divide these lots. A maximum of four lots may be created by each CSM. The current proposal will require two CSMs.
  2. Special Use approval from Common Council for overnight truck parking, flex industrial uses, etc.
  3. Site Plan approval from Plan Commission.
  4. Natural Resource Special Exception (NRSE) for impacts to natural resources protected under UDO Part 4. NRSEs require Environmental Commission and Plan Commission review and Common Council approval.
  5. Any development in the floodplain will require review and approval. Local reviews are typically processed as a “Miscellaneous” application concurrent with site plan or other applications.
  6. 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.
  7. Please note that the applicant is also responsible for any necessary permits from other jurisdictions.
4. **PDD 39 and 27<sup>th</sup> St. Corridor Design Standards.** This property is located within the S. 27<sup>th</sup> Overlay. The Site Plan application must comply with both PDD 39 and the S. 27<sup>th</sup> St. Overlay District design standards or obtain waivers of the standards from Plan Commission.
  1. Request for waivers of standards that are more appropriate to retail or general commercial development, such as courtyards requirements, are



reasonable. However, this development will require a significant number of waivers for design and materials.

2. Overall architecture and design indicate industrial users/tenants. Additional glazing and other features for office tenants would be appropriate. The revised submittal is responsive to this, but still does not create the visual impression of a two story building or office-specific use.
5. **General Comments.**
  1. Would "Future Road A" require a traffic signal? At present, there is no option to enter "Future Road A" from northbound 27<sup>th</sup> St.
  2. The layout of the site is configured so that the bulk of buildings are situated facing the newly proposed street. This will cause the rear and sideyards to be visible to S. 27th Street. Staff feel that the front of the buildings should be orientated towards S. 27th Street and the freeway as this serves as a gateway area into the City.
  3. Due to the grade, parking areas for the southern side of the Phase 2 development are visible from northbound 27<sup>th</sup> St. and the I-94 freeway. Significant landscape screening is recommended. Screening of the parking lot should be considered in the future site plan.
6. **Wetlands, floodplain, and other environmental features.** This development site contains a wetland complex, SEWRPC Environmental Corridor, and a segment of the Root River.
  1. The proposed designation of SEWRPC Secondary Environmental Corridor areas as an Outlot is appropriate.
  2. Impacts to wetlands and other natural resources for road crossings, parking areas etc. will require a Natural Resource Special Exception (NRSE).
  3. Development in areas of floodplain must comply with floodplain regulations.
  4. Local protections do not apply to any wetlands deemed exempt by both the WI Department of Natural Resources and the Army Corps of Engineers.

✓

✓

- i. Placement of stormwater facilities in exempted wetland areas is permissible. Protections for non-exempt areas apply.

7. **Land Division**

1. It is not clear what the boundaries of Lot 3 and Lot 4 are.
2. How many lots and outlots are proposed? The previous proposal included two outlots for infrastructure and natural resources.
3. Staff recommends placing the Root River segment and flood hazard areas in an outlot.

8. **Open Complaint** – There are ongoing compliance issues on the site with the City of Franklin and the Wisconsin Department of Natural Resources regarding the material stockpiles on the south end of the site.

9. **Separate engineering submittals are required.**





## MEMORANDUM

Date: December 15, 2022  
To: Mark Nordland, Likewise Partners LLC  
From: Department of City Development. Marion Ecks, Associate Planner.  
RE: Concept Review, TKNs 978 9997 000, 978 9998 000, 978 9999 001

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Please be advised that city staff has reviewed the above application received on September 15, 2022, for a proposed development in the lots located at approximately 10885 S 27th St.; Tax Key No.s 978 9997 000, 978 9998 000, 978 9999 001. 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 “Mixed Use” with areas of “Natural Resources”. The Natural Resource 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 “Mixed Use” as defined by PDD 39.
2. **Zoning and Uses.** The properties in this proposed development are zoned PDD 39, FC Floodplain Conservancy District, and FW Floodway District. The intent of PDD 39 is to “facilitate the development of a high-quality office, light industrial, and commercial mixed use area.”
  1. Parcels within 1,000 feet of S. 27<sup>th</sup> St are within the “Gateway” Area of the PDD and subject to the standards of that area. Proposed Lots 1 and 2 include lands within the Gateway Area. Proposed Lot 3 is within the “Business Park” Area.
    - i. Office and Light Industrial corporate headquarters are a permitted uses in The Gateway. The proposed “Light Industrial Flex Space” use requires Special Use approval.
  2. Alternative locations – The majority of the proposed Phase 1 and 2 are located in the Gateway area of PDD 39, which discourages industrial or manufacturing uses This type of development would be more appropriate to the Business Park area of PDD 39.
  3. Overnight truck parking requires Special Use approval.

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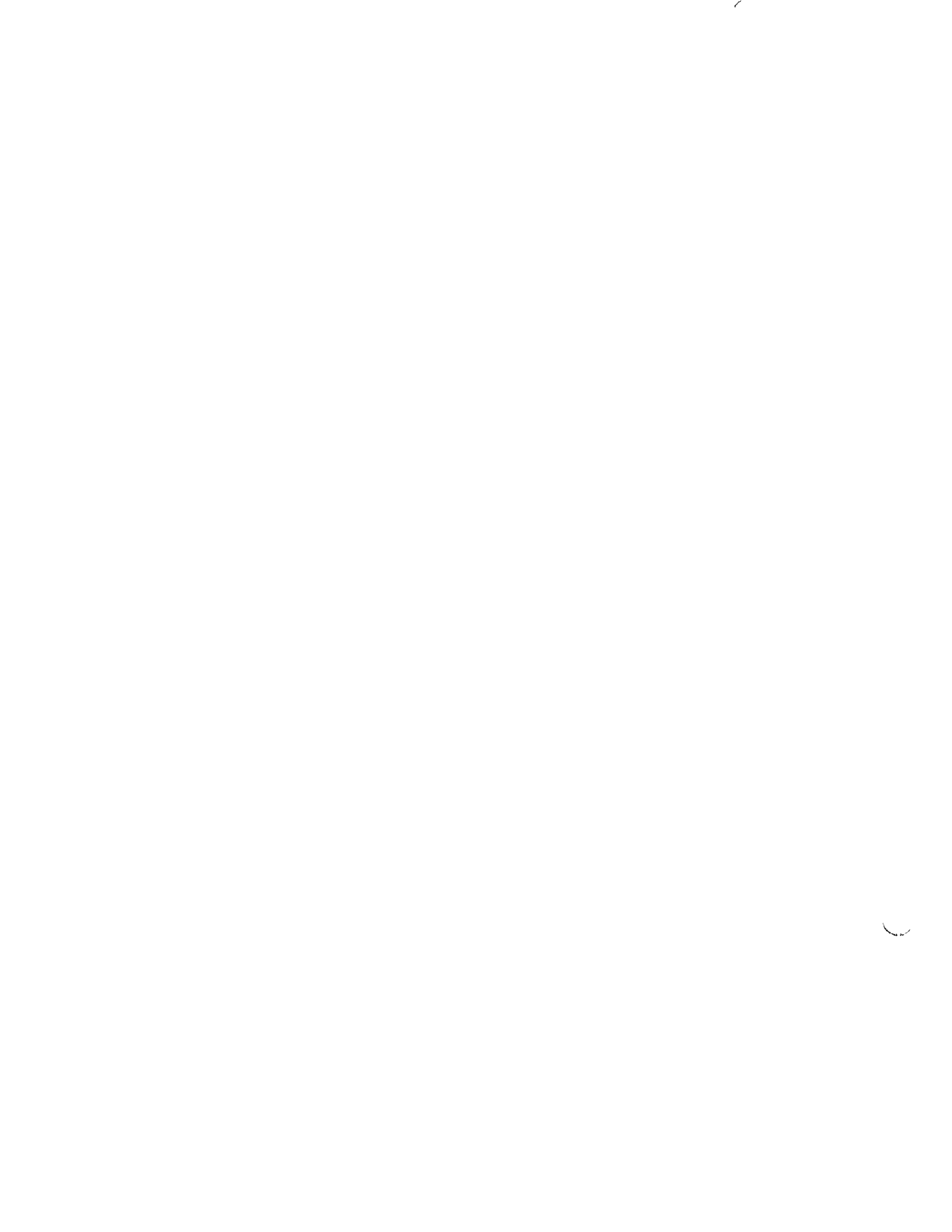


## Staff Comments



City of Franklin  
Department of City Development

3. **Development Review Process.** Implementation of this project as proposed will require, at a minimum, the following applications or review by the City of Franklin:
  1. Certified Survey Maps (CSMs) to re-divide these lots. A maximum of four lots may be created by each CSM. The current proposal will require two CSMs.
  2. Special Use approval from Common Council for overnight truck parking, flex industrial uses, etc.
  3. Site Plan approval from Plan Commission.
  4. Natural Resource Special Exception (NRSE) for impacts to natural resources protected under UDO Part 4. NRSEs require Environmental Commission and Plan Commission review and Common Council approval.
  5. Any development in the floodplain will require review and approval. Local reviews are typically processed as a “Miscellaneous” application concurrent with site plan or other applications.
  6. 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.
  7. Please note that the applicant is also responsible for any necessary permits from other jurisdictions.
4. **PDD 39 and 27<sup>th</sup> St. Corridor Design Standards.** This property is located within the S. 27<sup>th</sup> Overlay. The Site Plan application must comply with both PDD 39 and the S. 27<sup>th</sup> St. Overlay District design standards or obtain waivers of the standards from Plan Commission.
  1. Request for waivers of standards that are more appropriate to retail or general commercial development, such as courtyards requirements, are reasonable.
  2. The proposed land division and site design exceed greenspace requirements for PDD 39.
  3. Staff recommends inclusion of additional pedestrian access points, and locations/pads for bicycle parking and furniture.
  4. The use of brick pattern formliner meets the visual intent of design standards, but not quality standards.
  5. Overall architecture and design indicate industrial users/tenants. Additional glazing and other features for office tenants would be appropriate.
5. **General Comments.**
  1. Would “Future Road A” require a traffic signal?

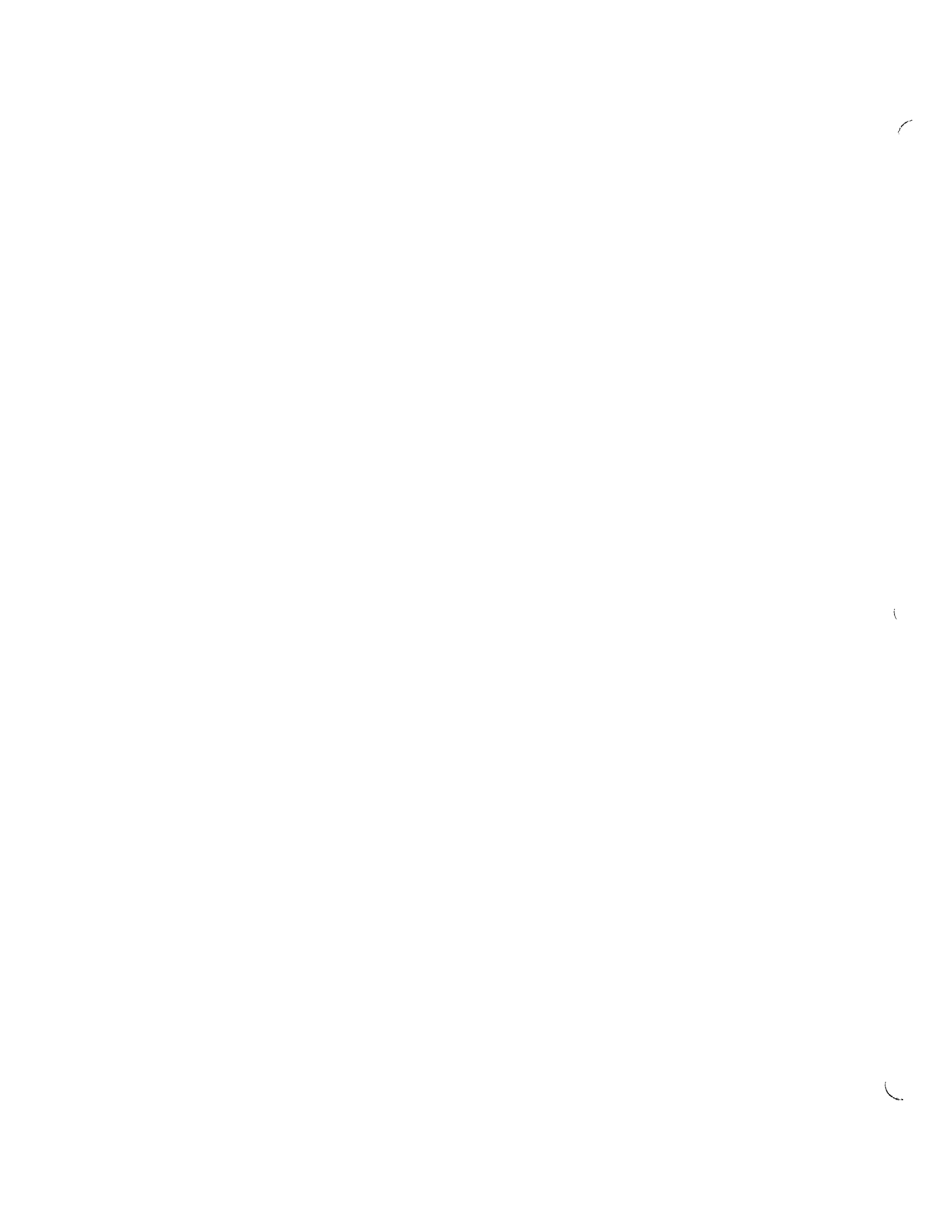


## Staff Comments



City of Franklin  
Department of City Development

2. At present, there is no option to enter “Future Road A” from northbound 27<sup>th</sup> St.
  3. The decommissioning / vacation of S. County Line Rd. and construction of “Future Road A” creates the need for some of the proposed wetland impacts.
  4. Rear sideyards will be visible to S. 27<sup>th</sup> St. and should be screened accordingly.
  5. Due to the grade, parking areas for the southern side of the Phase 2 development are visible from northbound 27<sup>th</sup> St. and the I-94 freeway. Significant landscape screening is recommended.
  6. The quantity of truck parking suggests a focus on tenants with shipping uses. Note that truck terminals are prohibited in PDD 39.
6. **Wetlands, floodplain, and other environmental features.** This development site contains a wetland complex, SEWRPC Environmental Corridor, and a segment of the Root River.
1. The proposed designation of SEWRPC Secondary Environmental Corridor areas as an Outlot is appropriate.
  2. Wetlands and natural resources should be placed in outlots when possible.
  3. Areas containing Primary Environmental Corridor and the Root River segment should be placed in an outlot, easement, or otherwise protected.
  4. Impacts to wetlands and other natural resources for road crossings, parking areas etc. will require a Natural Resource Special Exception (NRSE).
  5. Development in areas of floodplain must comply with floodplain regulations.
  6. Local protections to not apply to any wetlands deemed exempt by both the WI Department of Natural Resources and the Army Corps of Engineers.
    - i. Placement of stormwater facilities in exempted wetland areas is permissible. Protections for non-exempt areas apply.
  7. The WI DNR has expressed concerns about wetland permitting for similar developments in PDD 39 that propose industrial uses without identified tenants.
7. **Open Complaint** – There are ongoing compliance issues on the site with the City of Franklin and the Wisconsin Department of Natural Resources regarding the material stockpiles on the south end of the site.



## Staff Comments



City of Franklin  
Department of City Development

### **Engineering Department Comments**

8. Prepare a land division (CSM) with the public road dedication for review and approval.
9. Separate engineering submittals of the following are required:
  1. Engineering Civil plans
  2. Storm Water Management Plan
  3. Easement documents
10. Any proposed public roads will need to follow City standards/specifications.

### **Fire Department Comments**

11. The FD has no comment regarding this request.

### **Police Department Comments**

12. The PD has no comment regarding this request.

### **Inspection Services Department Comments**

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



<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> August 15, 2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Concept Review for a Land Division and Combined Industrial and Office Development Located at approximately 9410 S 76th St. (TKN 884-9997-000 &amp; 884-9998-000) (Alex Scheler, Carma Laboratories, Inc, Applicant)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  G.11.  District 1</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 August 1, 2023, the applicant submitted the application for Concept Review. The applicant, Carma Laboratories, Inc has met with staff regarding this project and potential development of the property. The applicant proposes to reorganize the parcels into one lot for the Carma Development, with an unspecified number of parcels along Ryan Road for commercial development.

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.

**COUNCIL ACTION REQUESTED**

No action requested. No action to be taken.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE August 15, 2023
REPORTS & RECOMMENDATIONS	List of Donations for January – June, 2023	ITEM NUMBER G.12.

**Background**

Various residents and businesses contribute to City. Donations were designated for several purposes, Fire/EMS, Police/Crime Prevention, the Police Department, Police K-9 Unit, the Health Department, the Civic Celebration and Kayla's Playground. A list of the donors and amounts follows:

Date	Description	CREDIT
01/11/2023	BRUNO, MARLENE	50 00
01/17/2023	CPR STUDENT	20 00
02/23/2023	CARMA LABS INC	750 00
03/28/2023	ST PAULS MARY MARTHA SOCIETY	50 00
04/05/2023	ST PAULS MARY MARTHA SOCIETY	100 00
05/05/2023	FRANKLIN FIRE DEPARTMENT	1,640 00
05/24/2023	FRANKLIN LIONS CLUB FOUNDATION	5,000 00
	<b>Journal Totals - Fire/EMS</b>	<b>7,610.00</b>
01/09/2023	HAY, DANIEL	2,000 00
	<b>Journal Totals - Fire Miscellaneous</b>	<b>2,000.00</b>
01/09/2023	MULLIGANS IRISH PUB & GRILL	2,000 00
04/27/2023	ASCENSION	500 00
04/27/2023	ASCENSION	500 00
06/05/2023	CROSSROADS PIZZA & SUBS	150 00
06/05/2023	DATA FINANCIAL, INC	500 00
06/06/2023	FAITH PRESBYTERIAN CHURCH, INC	100 00
06/09/2023	FRANKLIN EDUCATIONAL FOUNDATION INC	100 00
06/09/2023	MCDONALDS RICELY RESTAURANT GROUP L	1,000 00
06/09/2023	POINT AFTER LLC	100 00
06/26/2023	BILD, JAMES TIMOTHY	100 00
06/26/2023	S&C ELECTRIC CO	200 00
	<b>Journal Totals - Police/Crime Prevention</b>	<b>5,250.00</b>
01/09/2023	MULLIGANS IRISH PUB & GRILL	500 00
04/05/2023	PHILLIPS, PAULANNE	2,000 00
06/23/2023	ELANINE S SIEVERT	200 00
	<b>Journal Totals - Police K-9 Unit</b>	<b>2,700.00</b>
01/04/2023	PATTERSON, TIM	150 00

01/09/2023	GOENS, CURTIS	26 00
02/02/2023	FRIEDBACHER, THOMAS	46 00
02/24/2023	ST PAULS MARY MARTHA SOCIETY	50 00
02/28/2023	ST PAULS'S MRY MARTHA SOC	100 00
03/10/2023	MARTINEZ, PHILLIP	40 00
06/09/2023	EMETERIO GUTIERREZ	20 00
06/12/2023	FRANKLIN POLICE DEPT	30 00
	<b>Journal Totals - Other Police</b>	<b>462.00</b>
04/11/2023	HEALTH DEPARTMENT	230 00
06/29/2023	FRANKLIN PUBLIC SCHOOLS	856 35
	<b>Journal Totals - Health Department</b>	<b>1,086.35</b>
04/27/2023	DUNNAVANT, CRISTINA	40 00
06/08/2023	BARNES, BARRY	40 00
	<b>Journal Totals - Kayla's Playground</b>	<b>80.00</b>
03/30/2023	ON THE BOARDER	3,000 00
04/06/2023	SORCE SOLUTIONS	500 00
04/06/2023	VICKI KIPFMUELLER	300 00
04/12/2023	DAWN'S TAILOR SHOP	100 00
04/12/2023	FRANKLIN SELF STORAGE	50 00
04/12/2023	SPELLLMAN TRAILERS INC	100 00
04/20/2023	BARTZ'S FLOOR COVERING	100 00
04/24/2023	BIG BANG, LLC	250 00
05/01/2023	KEN'S CUSTOM AUTO LLC	100 00
05/01/2023	PAYNE & DOLAN INC	5,000 00
05/01/2023	KARWEIK PLUMBING CO	100 00
05/09/2023	MATUS EYECARE, SC	100 00
05/09/2023	WENGELEWSKI, HENRY	50 00
05/09/2023	FRANKLIN OVERHEAD DOOR LLC	200 00
05/09/2023	HOLZ MOTORS	250 00
05/11/2023	POLONIA SPORT CLUB INCORPORATED	50 00
05/11/2023	IRISH COTTAGE/JAMES LOSINIECKI	2,500 00
05/15/2023	DURGHA LLC	250 00
05/18/2023	WILLEY-HERDA AMERICAN LEGION POST 1	100 00
05/22/2023	ST MARTINS INN LLC	250 00
05/26/2023	HALES CORNERS - FRANKLIN POST NO 10	100 00
05/31/2023	PEN & INC OF MILWAUKEE INC	300 00
05/31/2023	VICTORY CREEK ACCOUNTING LLC	500 00
06/09/2023	MICHAELANGELO'S	500 00
06/14/2023	HILLER FORD INC	1,000 00
06/15/2023	JUJHAR LLC	150 00
06/16/2023	TEWCO INC	250 00
06/16/2023	PIPKORN MATH LLC	100 00
06/20/2023	LOSINIECKI, JAMES	2,500 00
06/20/2023	BREG SERVICES LLC	1,000 00
06/20/2023	KLIMETZ, FREDERICK	100 00

06/22/2023	MAX A SASS & SONS FUNERAL HOME	1,000 00
06/22/2023	ABR PRODUCTS INC	100 00
06/23/2023	ENTHUSIAST APPROVED	500 00
06/27/2023	ASCENSION	500 00
06/27/2023	ASCENSION	500 00
	<b>Journal Totals - Civic Celebrations</b>	<b>22,450.00</b>
	FOTH INFRASTRUCTURE & ENVIRONMENT	
04/18/2023	09641	500 00
04/20/2023	SAPUTO 09879	1,500 00
04/20/2023	Foresthill Highlands Senior Apts 08904	99 00
	<b>Journal Totals - Civic Celebrations</b>	<b>2,099.00</b>
<b>Total January – June 2023 Donations</b>		<b>43,737.35</b>

### COUNCIL ACTION REQUESTED

Motion to acknowledge and accept donations received for January - June, 2023 from various Franklin residents and businesses.

Finance Dept - DB

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APPROVAL <i>X</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 15, 2023
Reports & Recommendations	<b>A Resolution to Supersede a State/Municipal Financial Agreement for 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 and Increase the Amount to \$1,482,100</b>	<b>ITEM NO.</b> Aldermen Districts 1, 2, 4, & 6 <b>G.13.</b>

**BACKGROUND**

Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane / W. Ryan Road (USH 45 / STH 100) from S. 60<sup>th</sup> Street to W. St. Martins Road. WisDOT has this project now scheduled to received bids on November 12, 2024.

Previously, the City asked WisDOT to incorporate a 10-foot pathway along the north/east side of this project and this was monumented with a State Municipal Agreement (SMA) and State Municipal financial Agreement (SMFA) in Resolution 2022-7833. On June 7, 2023, Common Council considered the cost of the City’s portion of the project to increase from \$672,700 to \$1,181,108 and adjusted budgets accordingly. The City is currently paying invoices for the cost of land acquisition services. As the design has progressed, the estimate has been refined and now is estimated to be \$1,482,100.

**ANALYSIS**

The WisDOT project manager provided justification for the increase in the estimate as follows:

*...This is using up-to-date quantities based on the 60% plan and current bid prices in an environment where costs have increased in the past year or so. The real estate has increased to approximately \$280k and the construction cost has increased to approximately \$1.2M; the previously approved SMFA has an estimate of \$151,500 and \$473,200 for those two items, respectively.*

*Real Estate: Increased \$128,500 from the planning level cost share amount in the previous SMA to the current amount which is based on the updated right-of-way need for the proposed final design. The previous estimate did not include contingency, parcel appraisal, or delivery cost.*

*In the plat, we separated real estate needs for the path and roadway. Keep in mind, that the proposed final design attempted to avoid permanent FEE [purchasing land] for the multi-use path, as much as possible, by offsetting the path within the existing WisDOT right-of-way. The real estate required is typically temporary limited easement to construct the path.*

*Construction: Increased \$703,900 from the planning level cost share amount in the previous SMA to the current amount which is based on the estimated construction items and quantities needed for the proposed final design. The planning level estimate only included items specifically for the path: HMA [Hot Mix Asphalt], Base Aggregate Dense (BAD, minor excavation and clearing/grubbing. The proposed final design required additional earthwork, drainage structures, erosion control, and restoration that was not included in the preliminary design. In some cases, items such as curb and gutter and drainage structures were included to reduce the RE [real estate] impacts. Also, the path pavement structure used in the previous estimate was 2.5-Inch Asphalt over 4-Inch BAD, but the proposed path pavement structure is 3-Inch Asphalt over 6-Inch BAD. The current non-participating multiuse path estimate includes the following bid items:*

1. Common excavation
2. Asphaltic surface
3. Base Aggregate Dense

4. Breaker run
5. Storm Sewer pipes (roadway cross culverts are not included, culverts that would not be required for WisDOT improvements only)
6. Storm Sewer Structures (drainage structures that would not be required for WisDOT improvements only)
7. Erosion control (required for path construction only)

*The unit prices for various items have increased since early 2022 as well. Keep in mind this is an estimate and the actual cost will be known the project is LET and bid – I hope these estimated costs just happened to be captured at a high point.*

*Non-Participating Items: Increased by 24,000.00. It appears that amount (\$1,000) in old SMA was just a place holder.*

Staff recommends that the budget be increased and notes the following items:

1. Addition of the trail was at the request of the City and there has been much work involved in this inclusion to the plans. A decision to remove the project now would cause even more work on WisDOT's part that the City would be obligated to compensate based on the previous SMFA.
2. This will be a very nice connection of a corridor where one could walk/run/ride from Hales Corners to the Root River trail.
3. There is little chance that the City could construct such an important trail along this corridor as easily or as inexpensively as having it incorporated in the WisDOT project.
4. The cost increases are increasing at a rate not seen in our lifetime for a variety of issues including, but not limited to, prevailing wage rates, inability to find/retain employees in construction jobs, supply chain issues, and fuel prices.
5. Some developments (such as Carma Laboratories) have considered the pathway as happening, otherwise, the addition of a sidewalk along their properties would need to be added to their projects.

### **OPTIONS**

- A. Accept the increase amount and authorize the signing of a new SMFA.
- B. Notify WisDOT that the increase is not acceptable and determine the amount due to compensate for the efforts already invested and efforts to remove the path from the project.

### **FISCAL NOTE**

Some of this project (land acquisition) is being paid now as the expenses are incurred, but the majority of it is expected to be paid in 2025. This capital improvement (fund 46-0551-5833) project is eligible for 62% reimbursement from the accumulated park impact fees (estimated \$918,902, up from previous \$732,287) and the remainder \$563,198 would need to be paid for with other local budgeted funding.

### **RECOMMENDATION**

(Option A) Adopt Resolution 2023-\_\_\_\_ a resolution to supersede a State/Municipal Financial Agreement for 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 and increase the amount to \$1,482,100.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION TO SUPERSEDE A STATE/MUNICIPAL FINANCIAL AGREEMENT FOR 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 AND INCREASE THE AMOUNT TO \$1,482,100

WHEREAS, Wisconsin Department of Transportation (WisDOT) is designing a transportation project for S. Lovers Lane (USH 45 / STH 100) and W. Ryan Road (STH 100) from S. 60th Street to W. St. Martins Road circa 2024 or 2025; and

WHEREAS, the City of Franklin desires a 10-foot pedestrian and bicycle pathway to be added to the project for the enjoyment and use of Franklin residents; and

WHEREAS, the sidewalk/shared-use path will be maintained by City of Franklin once constructed; and

WHEREAS, Resolution 2022-7833 authorized a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement with WisDOT for this project in the amount of \$672,700; and

WHEREAS, on June 7, 2023, Common Council discussed an increase in estimated costs and gave direction to WisDOT to proceed with design; and

WHEREAS, plans have progressed to the point of establishing a more probable construction costs of \$1,482,100t.

NOW, THEREFORE, BE IT RESOLVED, The City of Franklin will enter into a State/Municipal Financial Agreement with the Wisconsin Department of Transportation that supersedes an agreement signed on March 3, 2022.

Introduced at a regular order meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:


\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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



	<p><b>1<sup>st</sup> Revision</b>  <b>STATE/MUNICIPAL FINANCIAL</b>  <b>AGREEMENT FOR A STATE- LET</b>  <b>HIGHWAY PROJECT</b></p> <p><i>This agreement supersedes the agreement signed by the Municipality on March 3, 2022 and signed by the State on March 22, 2022</i></p>	<p>Revised Date August 2, 2023  Date November 18, 2021  ID 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</p>
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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)

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)	\$ 280,000	\$ -	0%	\$ 280,000	100%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
<sup>1</sup> Construction.					
Participating	\$ 14,900,000	\$ 13,722,900	92.1%	\$ 1,177,100	7.9%
Bridge work	\$ 130,000	\$ 130,000	100%	\$ -	0%
Non-Participating	\$ 25,000	\$ -	0%	\$ 25,000	100%
<b>Total Cost Distribution</b>	<b>\$ 16,490,000</b>	<b>\$ 15,007,900</b>		<b>\$ 1,482,100</b>	

<sup>1</sup> 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 [2] – [4]), 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 <b>City of Franklin</b> (please sign in blue ink)	
Name (print) John R Nelson	Title Mayor
Signature	Date
Name (print) Karen L Kastenson	Title City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print) Danielle L Brown	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 <b>State</b> (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 Central File Planning\Project Agreement\Milwaukee Page 2 of 4 ID 2040-15-03\_23\_24\_73 – SE Region

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 – 92.1% Federal/State, 7.9% local Cost share determined by standard roadway work 100% Federal/State, and sidewalk costs (and associated items related to the sidewalk installation as follows): 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 60<sup>th</sup> St) is 100% Municipal for 10' walk
  - (f) 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.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> August 15, 2023
Reports & Recommendations	<b>West Elm Road Underground Storage Feasibility Report</b>	<b>ITEM NO.</b> Ald. Dist. 4 <b>G.14.</b>

**BACKGROUND**

On August 23, 2022 the City sent a request for the County to donate a 10-acre easement for space to provide stormwater management in the Franklin Corporate Park. the letter stated that this would generate an estimated \$587,000 revenue annually to the County. On January 3, 2023, Milwaukee County Supervisor Steve Taylor appeared before the Common Council on January 3, 2023 to discuss the issue that involved a \$700,000 lease for a 10-acre property.

On January 17, 2023, Common Council authorized Amendment 7, to Task Order 5 to Ruckert & Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project that would utilize Milwaukee Metropolitan Sewerage District (MMSD) Green Funding to offset the net cost to the TID. The analysis was complex and the final report is about one month ahead of schedule. The report and select excerpts of the exhibits are enclosed. A copy of the report with the full exhibits are available for review at the City Engineering office during normal City Hall business hours.

**ANALYSIS**

To summarize, the Underground Storage Alternative is a feasible alternative to an Traditional Wet Detention Alternative. The costs are summarized on page 8 of the report and are as follows:

<b>Description</b>	<b>Traditional Wet Detention Alternative</b>	<b>Underground Storage Alternative</b>
Construction for Elm Road Improvement Project	\$5,200,000	\$6,340,000
Easement on county Parks Parcel	\$700,000	\$0
MMSD Green Infrastructure Funding Grant	\$0	(\$1,500,000)
Engineering Design and Bidding Services	\$200,000	\$280,000
<b>Total Cost</b>	<b>\$6,100,000</b>	<b>\$5,120,000</b>

Even though there is a significant financial advantage to Underground Storage Alternative, there are advantages to the Traditional Wet Detention Alternative:

1. Advantage that a stormwater pond is an infrastructure with known maintenance. DPW knows how to maintain these ponds as there are several other similar ponds owned and maintained by the City. Underground detention would require routine maintenance to remove sediment before it enters the underground chamber and clogs the infiltration areas. If routine maintenance is not performed adequately, a more extensive and time-consuming cleaning of the underground chambers would need to be performed.
2. Advantage that construction of W. Elm Road would be quicker. There are many utility companies that would need to relocate some buried facilities which takes significant time and utility coordination. In addition, construction of the underground facilities would disrupt traffic though W. Elm Road much longer than construction of an off-site and out of-the-way pond.

3. Advantage that construction of W. Elm Road would be less cumbersome. Significant excavation in W. Elm road would be difficult for exiting businesses along W. Elm Road to continue operations during construction of the facilities in front of or near their driveways.
4. Advantage that MMSD green funding could be allocated to other City projects, such as Water Tower Park.

Staff suggests that the close to \$1 million difference between the alternatives is significant enough to endure the disadvantages of the underground storage alternative. However, if the County were to remove the \$700,000 easement cost, the roughly \$300,000 cost advantage is not worth the disadvantages of the underground storage alternative.

### **OPTIONS**

- A. Select underground storage for the design of W. Elm Road. If this is chosen, Staff will advise MMSD of the preference and draft a funding agreement to allow this to happen.
- B. Select the Traditional Wet Detention Alternative. If this is chosen, Staff will advise Milwaukee County of the choice and start working on a lease.
- C. Other direction to Staff. This option may include, but not limited to, more negotiation with Milwaukee County for the price of a lease, elimination of cost, etc.

### **FISCAL IMPACT**

In addition to Saputo and the other two new developments in TID 8, almost all conversations for new development projects express a need for improvement to W. Elm Road. Once the project is ready to bid, financial evaluations with new developments can be more accurately calculated.

### **RECOMMENDATION**

At the direction of Common Council

Engineering Department: GEM

August 8, 2023

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

Re: West Elm Road  
Underground Storage Feasibility Study Report

Dear Mr. Morrow:

In this report we document the findings and conclusions resulting from our feasibility analysis and preliminary design of underground storm water management facilities within the existing right of way of West Elm Road in the City of Franklin. The tasks associated with this study are detailed within Amendment 7 to Task Order 5 for the Franklin Corporate Park- Phase I improvements.

Before the results of the study are discussed, it is important to understand the history and reasoning associated with this feasibility study. Since the Franklin Corporate Park was first envisioned, the storm water management concept has changed several times and multiple options have been evaluated. At one time the existing storm water detention basin that was constructed as part of the Oakwood Road expansion was planned to be enlarged to serve as a regional facility for a large part of the Corporate Park. Later a new regional storm water detention basin was planned and preliminarily designed. The new regional storm water detention basin was planned to serve South Hickory Street, West Elm Road and the Oakwood Road Industrial property being developed by Wangard. Later, a regional pond located on the Milwaukee County Parks Property located west of the Oakwood Road Industrial property was evaluated. Since that time, South Hickory Street and the first phase of the Oakwood Road Industrial development have been constructed. The Oakwood Road Industrial development included the relocation of overhead electric transmission lines and towers completed by ATC. The relocation work allowed further development of the Wangard parcel, which eliminated the alternative of a new regional stormwater basin located on the Wangard parcel. Instead, stormwater management for the Oakwood Industrial development was provided by privately owned stormwater basins on their property and stormwater management for South Hickory Street was provided by a series of bio-retention facilities within the South Hickory Street corridor. The City of Franklin was able to obtain Green Infrastructure funding from the Milwaukee Metropolitan Sewerage District (MMSD) to construct the bioretention facilities, reducing the overall project cost to construct South Hickory Street.

At this point, the Oakwood Road Industrial site is continuing to develop, and construction of South Hickory Street is substantially completed. Therefore, reconstruction of Elm Road has become a higher priority again, but the stormwater management question has not been resolved. Some of the bioretention facilities along South Hickory Street are located downstream of Elm Road. However, they were not designed to accommodate the runoff from Elm Road or the offsite areas that are tributary to Elm Road. Additionally, the bioretention facilities could not be resized to accommodate runoff from the Elm Road corridor. A series of bioretention facilities along Elm Road is not feasible because Elm Road has a wider proposed boulevard cross section within a narrower right-of-way width.

~Franklin City 58-10013 Franklin Corporate Park > 207 Elm Road Storm Water Management Feasibility and Preliminary Design > Report > Morrow-20230808-Elm Road Underground Storage Stormwater Management Feasibility Study Report~

Your Infrastructure Ally

ruekertmielke.com

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Re West Elm Road - Underground Storage Feasibility Study Report  
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The City of Franklin continues to explore the option of implementing a more traditional stormwater management approach by constructing a wet detention basin. However, areas that can accommodate the basin are limited. One location that is still being considered is on the parcel west of the Oakwood Industrial parcel, which is owned by the Milwaukee County Parks. If the City can successfully acquire a portion of that parcel from Milwaukee County Parks at a reasonable cost, then we would recommend the City proceed with that option because it is easier to maintain.

The purpose of this study report focuses on the feasibility of and cost estimate for an underground detention stormwater management system within the Elm Road corridor. If it is feasible, then it may be a more cost-effective option for the City. This may be especially true considering that underground detention, if designed to promote infiltration, would allow the City to apply for and potentially receive additional green infrastructure funding from the MMSD.

Tasks completed for this study, which are further detailed within Amendment 7 Task Order No 5, include an evaluation of existing utilities to compare the current Elm Road design plans that were prepared with utility plans and updated utility locates in the field. The utility evaluation showed that portions of the gas main were relocated near 27th Street as previously planned by We Energies and based upon the relocation plans for the previous design of Elm Road. In addition, the evaluation showed that large segments of the gas line throughout the rest of the Elm Road corridor were marked in locations that differ by as much as 8 to 12 feet from the previous location identified on the current Elm Road design plans. Lastly, many of the utilities, especially communications and electric utilities were either marked with a higher level of consistency or, in many instances, not marked at all. The purpose of the utility evaluation effort was to confirm if utilities had already been relocated or if new utilities were installed since the Elm Road design effort began in 2018.

The utility evaluation was also necessary to verify what impacts the expansive underground storage chambers might have on existing utilities or previously planned utility relocations. We found the northern half of the Elm Road right-of-way corridor to be most suitable assuming previously planned private utility relocations (gas, telecommunication, etc.) would be constructed and assuming previously designed public utilities (sanitary sewer and water main) could be redesigned in a new location.

Discussions with City Staff determined that this study would evaluate the StormTech series of underground detention products manufactured by ADS (<https://www.adspipe.com/stormtech>). It was also determined that no other underground storage products or systems would be evaluated to limit the time and cost of the evaluation. It is assumed that if one product or system would work, then there is a high likelihood that most or all other products or systems would work. The ADS product was chosen due to our collective familiarity with the product and because the product has an open bottom to promote infiltration. In addition, the availability of multiple chamber size options would offer flexibility for fitting the system on the site.

Before proceeding with the evaluation, it was necessary to refine drainage basins and prepare hydrology calculations to identify peak flows that will by-pass the system and reduce underground storage volume requirements. A typical hydrology model was created using the Hydrology Studio Suite of software to evaluate the Elm Road Right of Way under the release rate criteria as dictated by MMSD Ch 13 storm water ordinance. The ordinance requires release rates to be limited to 0.15 CFS/Acre in the 2-year storm and 0.5 CFS/Acre for the 100-year event. For the 100-year event, it was determined that approximately



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Re West Elm Road - Underground Storage Feasibility Study Report  
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100,000 cubic feet of underground stormwater storage would be necessary to serve the proposed Elm Road Improvements. The storm water management plan for the Elm Road Improvements will need to follow both City of Franklin storm water management requirements and MMSD Chapter 13 storm water rules. This feasibility study developed a preliminary design to meet storm water management requirements in MMSD Chapter 13 rules because these rules are more restrictive than the City's requirements. Thus, when sizing the underground storm water system, the volumes required to achieve the MMSD rule will govern. Regardless of which storm water solution is chosen the design must satisfy both the MMSD chapter 13 storm water rule and the City of Franklin Storm Water Ordinance. Future final design efforts and the final storm water management plan will show how the project will meet both sets of requirements.

Understanding that the cost of the underground storage alternative is driven largely by the volume of storm water storage capacity, it is critical to limit the drainage area which is tributary to the facility. As such it was determined the system will only capture runoff from the Elm Road right-of-way. The drainage basin tributary to the underground storage system is delineated and depicted in green on **EXHIBIT A**. As a result of minimizing the drainage area to the underground detention facilities, it became clear that areas outside of the Elm Road right-of-way that are tributary to Elm Road need to be captured and conveyed in a separate system that will safely by-pass the underground storage system. Drainage areas tributary to the bypass storm sewer system are depicted in orange on **EXHIBIT A**.

The drainage patterns of areas tributary to Elm Road were studied. The study showed a high point to exist at about the midpoint along the Elm Road corridor. The easterly half of the corridor flows east to 27th Street. The other half drains westerly to Hickory Street. The results of this study task were used to show how an underground storage system using the ADS StormTech system could be laid out to fit approximately 50,000 cubic feet runoff on each end of the Elm Road corridor.

Laying out the underground detention facilities became an iterative process in the sense that volume of storage increases as the unit size, the number of rows and the length of each row increases. However, as the footprint of the system grows, more conflicts arise with utilities, drainage of the outfall and cover over the system. We also had to consider how the system fit under the road because the centerline elevation changes according to the centerline profile slope. Low points along the road profile became critical pinch points that required more layout iterations until a final desired layout satisfied all the preliminary design and feasibility criteria. We found that the elevation difference between the westerly roadway low point and underground storage system outfall swale located at the northeast corner of Hickory Street and Elm Road is only three feet. The small elevation difference would prohibit the use of large diameter ADS StormTech units. As a result, we found that without modifying the outfall elevation we could not develop the desired volume of storage (50,000 cubic feet). Therefore, a new storm sewer would be necessary along the east right of way line of Hickory Street and behind the bioretention facilities to lower the outfall elevation and increase the available depth needed for the underground system. This allowed us to layout larger diameter ADS StormTech units and achieve the desired storm water storage. The additional storm sewer along South Hickory Street was chosen over improvements to the existing open channel to minimize grade loss and impacts to wetlands.

When sizing the underground storage chamber systems, we also needed to maintain consistent dimensions where possible to simplify the analysis, design and construction. We quickly found the larger size StormTech units were the most efficient. However, we needed to determine if the larger unit, coupled

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Re West Elm Road - Underground Storage Feasibility Study Report  
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with the appropriate stone envelope, would fit within the spaces allowed. After some initial iterations, we settled on the MC3500 StormTech unit. In addition, consistently utilizing 7 rows in each chamber system maximized the volume of storage within the allowable space.

If the underground solution is chosen, then the design of the system can and likely will change from what we have laid out in this study. The number or length of rows, number of chamber systems, or even the size of the Storm Tech units may change. This change may be brought about by any number of factors that come to light during the final design phase. However, the Storm Tech product line is adaptable and flexible in the way it can be designed to satisfy various design constraints. Changes to the preliminary layout we have developed for this study made during final design are indeed possible and are not anticipated to change the feasibility of the underground storage alternative. However, it is critical to maintain the volume of storage as detailed within this report and to confirm that the final design satisfies the storm water rules and ordinances as mentioned above.

Other considerations included laying out a storm sewer system that adequately collects Elm Road runoff and gets it into the underground storage systems. This means that the length of the chamber systems should not exceed inlet capacity spacing along the roadway. In addition, knowing that these systems can be difficult to maintain, it was important to incorporate hydrodynamic separators at each connection to the system to collect as much debris, sediment, oil and grease as possible.

Preliminary sizing the storm sewer system to serve the proposed Elm Road improvements was completed. In general, the sizes of the pipes discharging into the underground systems have smaller diameters because of smaller drainage areas and because of the number of chamber systems. Each chamber system has its own inlet storm sewer system. Properly sizing the storm sewer pipes allowed us to prepare better cost estimates.

As previously mentioned, our analysis of the tributary drainage areas show some of the area along the Elm Road right-of-way drains toward the street. This is especially true for the areas along the north side of the road. Again, these offsite drainage areas are shown in Orange on **EXHIBIT A**. It is necessary to collect the runoff from these offsite areas and convey them in a separate bypass storm sewer system to minimize the size and cost of the underground storage chamber systems. Temporarily storing the runoff from offsite areas would require many more underground storage systems and would be cost prohibitive. Therefore, we had to conduct a preliminary design of a bypass storm sewer system and verify there would be room within the right-of-way corridor parallel to the underground storage systems. The bypass-storm sewer system was located along the northerly side of the right-of-way corridor and north of the underground storage systems to avoid conflicts between the two systems. The bypass storm sewer system along the west part of Elm Road ranges in size from 18 to 24 inches in diameter. The bypass storm sewer system along the east part of Elm Road ranges from 18 to 36 inches in diameter.

After the underground storage system was laid out and the Elm Road storm sewer system was preliminary designed, we shared the plan with representatives from ADS. They evaluated our preliminary designs and offered suggested improvements for consideration. The ADS representatives also confirmed that the system as preliminarily designed is indeed feasible and provided preliminary underground system design drawings that would be incorporated into the overall Elm Road Improvements project plan set. The ADS design drawings are depicted in **Exhibit B**. Finally, the ADS representatives prepared a preliminary

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cost estimate of the materials and installation of the underground storage chamber systems including the stone envelope

We also looked at a preliminary project schedule to help evaluate constructability as part of the feasibility analysis. Some of the details that were considered when the preliminary schedule was developed include relocation of existing utilities, access to businesses during construction and the potential for a contractor to meet project deadlines. Access to businesses during construction is always important. Business owners, employees, customers and deliveries need to make multiple trips to and from each business every day to remain profitable. Construction will disrupt traffic. Nothing can completely eliminate this disruption. However, strategic project phasing, a good traffic control plan and a good contractor can go a long way to minimize the problem. The preliminary project schedule provided in **EXHIBIT C** shows the Elm Road Improvements project including the underground storage stormwater management alternative can be broken down into five major phases that will span up to four years.

- 1 2023-Early 2024 Final detailed design
- 2 Late 2024 Relocation of existing private utilities (gas, electric, telecommunication, etc )
- 3 2025 Construction of public utilities (sanitary sewer, water main and bypass storm sewers)
- 4 Early 2026 Construction of the West half of pavement, underground stormwater management facilities and storm sewers
- 5 Late 2026 Construction of the East half of pavement, underground stormwater management facilities and storm sewers

We anticipate a single construction contract will be awarded spanning two years for the construction of the Elm Road Improvements. We assume construction of the sanitary sewer, water main and by-pass storm sewer in the first year will allow the contractor enough time to complete these improvements. The revised alignment of the sanitary sewer and water main systems should allow for the existing pavement to remain in place until the underground storage systems are constructed in the second year. Constructing the underground storage systems and the new road in two halves will allow easier access to businesses now that South Hickory Street between Elm Road and Oakwood Road is open to traffic. However, the contractor will still need to provide temporary access to local traffic through the work zones throughout the second year of construction. The assumptions made in the preliminary project schedule further confirm the underground storage alternative is feasible.

The underground storage chamber systems, the Elm Road storm sewer system, and the by-pass storm sewer system were generally located along the northerly side of the Elm Road corridor. This area is relatively free from private utilities, especially when considering the relocation plans provided by the utility companies. While evaluating the utility impacts further, we found the design of the public utility improvements along the Elm Road corridor would need to be revised. The sanitary sewer would need to be moved approximately 18 feet south of the roadway centerline and the water main would need to be redesigned and relocated approximately 36 feet south of its originally designed location (8 feet south of the relocated sanitary sewer). This allows the water main to be properly separated from the sanitary and storm sewer improvements to satisfy DNR requirements.

The underground storm water storage system option is depicted within **EXHIBIT A and EXHIBIT B**. Cost estimates for the system including storm sewers, and by-pass storm sewers are provided in **EXHIBIT D**.

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As mentioned previously, the underground storage system is being compared to a wet detention basin on a portion of the Milwaukee County Parks parcel located west of the Oakwood Road Industrial development. A previous study completed on August 6, 2021 evaluated and confirmed the feasibility of this pond alternative. The 2021 study included management of drainage from Elm Road, from areas north of Elm Road and from the South Hickory Street improvements. Since the time of the 2021 study, the area has developed significantly including construction of Phase 1 of the Oakwood Industrial development, the Saputo development, the HSA development and South Hickory Street north of Elm Road. Each of the developments has addressed its own storm water management using wet detention basins or bio-retention facilities. Therefore, the volume of runoff that is tributary to the potential wet detention basin on the Milwaukee County property has been reduced to the Elm Road corridor improvements and tributary areas that drain toward Elm Road.

A drainage basin map showing the area tributary to a wet detention basin on the Milwaukee County Parks parcel is depicted in **EXHIBIT E**.

It must be noted that the eastern half of Elm Road drains east and cannot be directed to a wet detention basin on the Milwaukee County Parks parcel. As a result, the design intent for a wet detention basin on the Milwaukee County Parks parcel is to over-compensate detention of stormwater runoff coming from the west half of Elm Road for not being able to provide detention for the east half. In addition, the American Freightways property located at 10613 W Elm Street has a detention basin that discharges storm water runoff easterly toward 27th Street. The 2021 feasibility study planned to redirect the discharge from the American Freightways property westerly to minimize or eliminate an increase of peak flow toward South 27th Street.

Preliminary hydrologic modeling was used to determine the additional volume of runoff tributary to the wet detention basin in order to over-compensate detention of stormwater runoff coming from the west half of Elm Road to account for additional runoff generated by improvements in the east half of Elm Road. Results from the preliminary modeling show the wet detention basin will need to have approximately 135,000 cubic feet of temporary storage volume. This equates to a basin that is 165 feet square and 5 feet deep. The wet detention basin is shown on **EXHIBIT F**.

Storm sewer sizing associated with the wet detention basin on the Milwaukee County Parks parcel alternative is quite a bit different than the underground storage facility alternative. The wet detention basin alternative requires the storm sewers to convey the 100-year storm event peak flows from the west half of the Elm Road corridor. Storm sewer pipe sizes for the wet detention basin alternative range from 15 to 48 inches in diameter.

The storm sewer pipes conveying the 100-year storm on the east half of Elm Road for the wet detention basin alternative were preliminarily sized so the hydraulic grade line stays below the ground level. The storm sewers in the east half of Elm Road range in size from 15 to 36 inches in diameter for the wet detention basin alternative.

The wet detention basin on the Milwaukee County Parks parcel alternative does not include a bypass storm sewer system for peak flows coming from offsite areas like the underground storage alternative. Even though the storm sewers for the wet detention basin alternative are larger than the storm sewers for the underground storage alternative, the total length of the storm sewers for the wet detention basin alternative is less.

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Storm sewers for the wet detention basin on the Milwaukee County Parks parcel alternative is shown on **EXHIBIT E and EXHIBIT F** Cost estimates for the wet detention basin and storm sewers appurtenant to the wet detention basin are provided in **EXHIBIT G**

**EXHIBIT D** and **EXHIBIT G** provide a detailed cost estimate for construction of the overall Elm Road Improvements project for each stormwater management alternative **EXHIBIT D** shows the estimated construction cost of the overall project when the underground storage alternative is included to be \$6.4M **EXHIBIT G** shows the estimated construction cost of the overall project when the wet detention basin alternative is included to be \$5.2M The exhibits show the underground storage alternative is anticipated to have a higher overall estimated construction cost of \$1.2M However, in order to provide a more direct comparison, the redesign cost, the cost of the land acquisition for the pond and the green infrastructure funding that the City of Franklin is anticipating from MMSD for the underground storage alternative need to be considered

The Elm Road Improvements design that was put on hold in 2021 is not finished However, the effort needed to finish the existing design should be less compared to redesigning the project to accommodate the underground storage alternative If directed to complete the wet detention basin design alternative, we estimate that our design fee would be approximately \$199,750 The level of effort to complete this design would include the following general tasks

- Coordination with utilities to finish relocating existing facilities
- Update topographic survey within Elm Road Corridor and areas west of South Hickory Street
- Delineation/verification of wetlands identified greater than 5 years ago
- Confirm design of the sanitary sewer, water main and street lighting systems
- Confirm design of the roadway improvements including cross sections
- Verify storm sewer design within the Elm Road corridor and design additional storm sewer westerly from South Hickory Street to the proposed wet detention basin
- Design and grading plan for new wet detention basin
- Prepare the storm water management plan
- Prepare applications for environmental impact permits and approvals
- Prepare applications for other DNR and WisDOT permits or approvals
- Obtain temporary construction easements

Design engineering services associated with the underground storage alternative will require additional effort compared to finishing the design for the wet detention basin alternative Additional effort will be needed to redesign the sanitary sewer, water main and street lighting utilities since the footprint of the underground facility requires them to be relocated Design of the new bypass storm sewer system will also need to be added to the task list In addition, the underground storage alternative will require significant additional utility coordination to new relocation plans and schedules If directed to redesign the project to accommodate the underground storage alternative, we estimate that our design fee would be approximately \$280,000 The level of effort to complete this design would include the following general tasks

- Coordination with utilities to revise relocation plans for existing facilities
- Update topographic survey within Elm Road Corridor an area along South Hickory Street
- Delineation/verification of wetlands identified greater than 5 years ago
- Redesign the sanitary sewer system including service laterals
- Redesign the water main system including water services

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- Redesign the storm sewer system within the Elm Road corridor
- Confirm design of street lighting system
- Design additional east and west by-pass storm sewer systems
- Design underground storm water facility and hydrodynamic separators
- Prepare the storm water management plan
- Prepare applications for environmental impact permits and approvals
- Prepare applications for other DNR and WisDOT permits or approvals
- Obtain temporary construction easements

We understand that if the land/easement acquisition with Milwaukee County would be agreed to between the County and the City, the cost of the land acquisition is estimated to be about \$700,000. However, there is a possibility that the cost of this could be handled in other ways as indicated by Supervisor Taylor in his correspondence dated December 27, 2022. See **EXHIBIT H** for additional information.

Lastly, we estimate infrastructure totaling approximately \$2,250,000 will be needed for the underground storage alternative. We understand that this entire amount may be eligible for green infrastructure grant funding from the Milwaukee Metropolitan Sewerage District (MMSD). However, it is our understanding that green infrastructure funding in the amount of \$1,500,000 is a conservative estimate for what may be available for use by the City of Franklin for this project.

The combination of these factors makes the underground storm water storage alternative to be approximately \$980,000 lower than the wet detention basin alternative.

The table below summarizes the various preliminary estimated costs for design, construction, wet detention basin easement acquisition and grant funding for the two options.

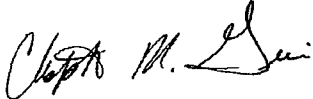
Description	Traditional Wet Detention Alternative	Underground Storage Alternative
Construction Cost for Elm Road Improvements Project	\$5,200,000	\$6,340,000
Easement on County Parks Parcel	\$700,000	\$0
MMSD Green Infrastructure Funding Grant	\$0	(\$1,500,000)
Engineering Design and Bidding Services	\$200,000	280,000
Total Cost	\$6,100,000	\$5,120,000

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Re. West Elm Road - Underground Storage Feasibility Study Report  
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Page 9

Please contact our office with any questions regarding this matter. Thank you for allowing us to be of service to the City of Franklin.

Respectfully,

RUEKERT & MIELKE, INC.



Christopher M. Genellie, P.E. (WI)  
Senior Project Manager  
[cgenellie@ruekert-mielke.com](mailto:cgenellie@ruekert-mielke.com)

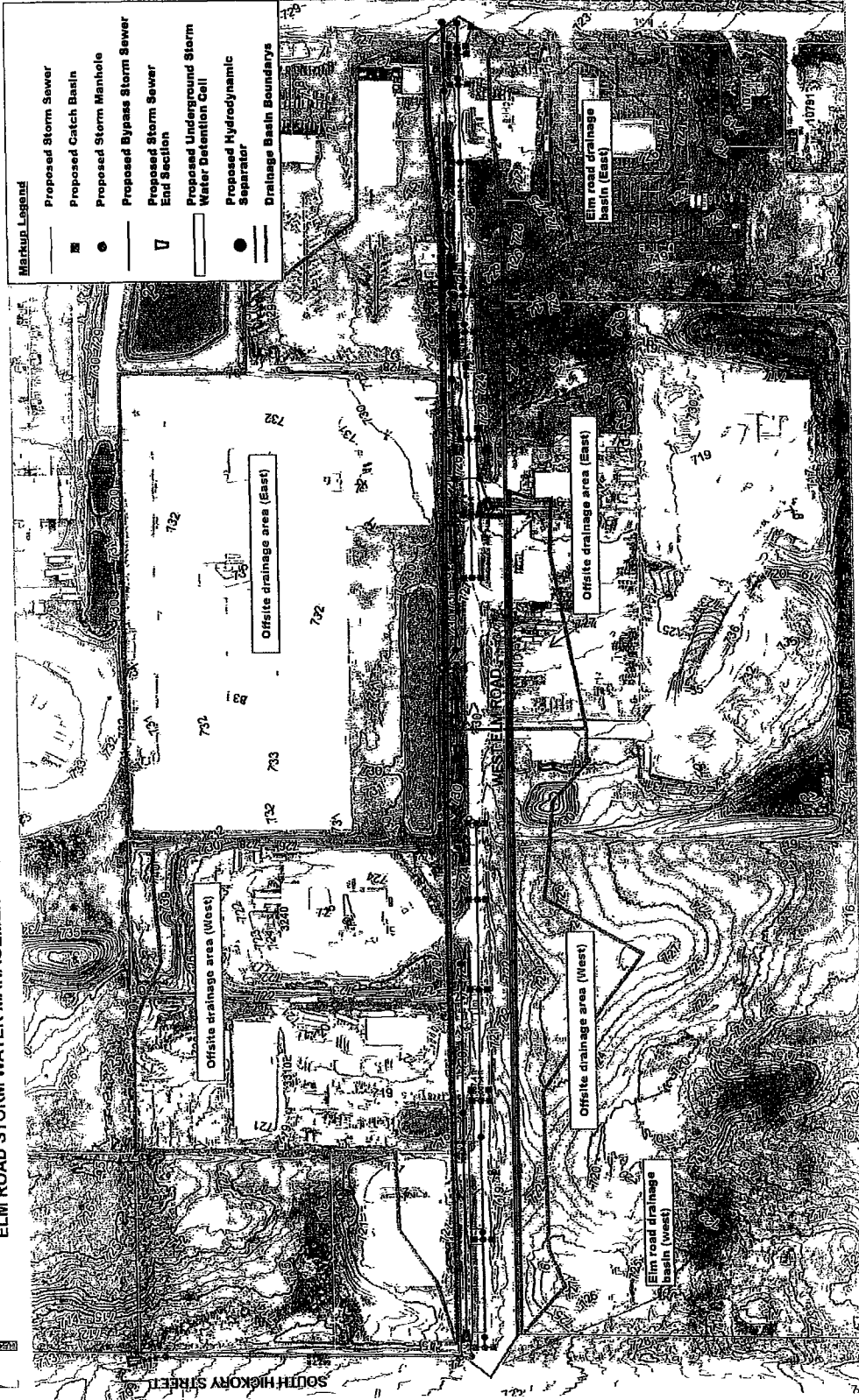
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Enclosures (Exhibits A – H)

cc: Tyler Beinlich, P.E., City of Franklin  
Anthony D Petersen, P.E., Ruekert & Mielke, Inc  
File

# EXHIBIT A

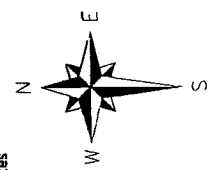
## ELM ROAD STORM WATER MANAGEMENT - UNDERGROUND STORAGE ALTERNATIVE



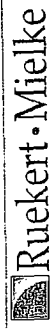
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	Proposed Storm Sewer
	Proposed Catch Basin
	Proposed Storm Manhole
	Proposed Bypass Storm Sewer
	Proposed Storm Sewer End Section
	Proposed Underground Storm Water Detention Cell
	Proposed Hydrodynamic Separator
	Drainage Basin Boundary

Base Drawing Legend	
	Parcels
	Tax Parcels
	Administrative Municipal Boundaries
	Topographic Contour Lines
	Index Intermediate

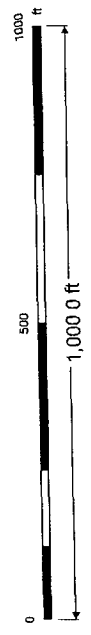
Notes



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DATE August 4, 2023

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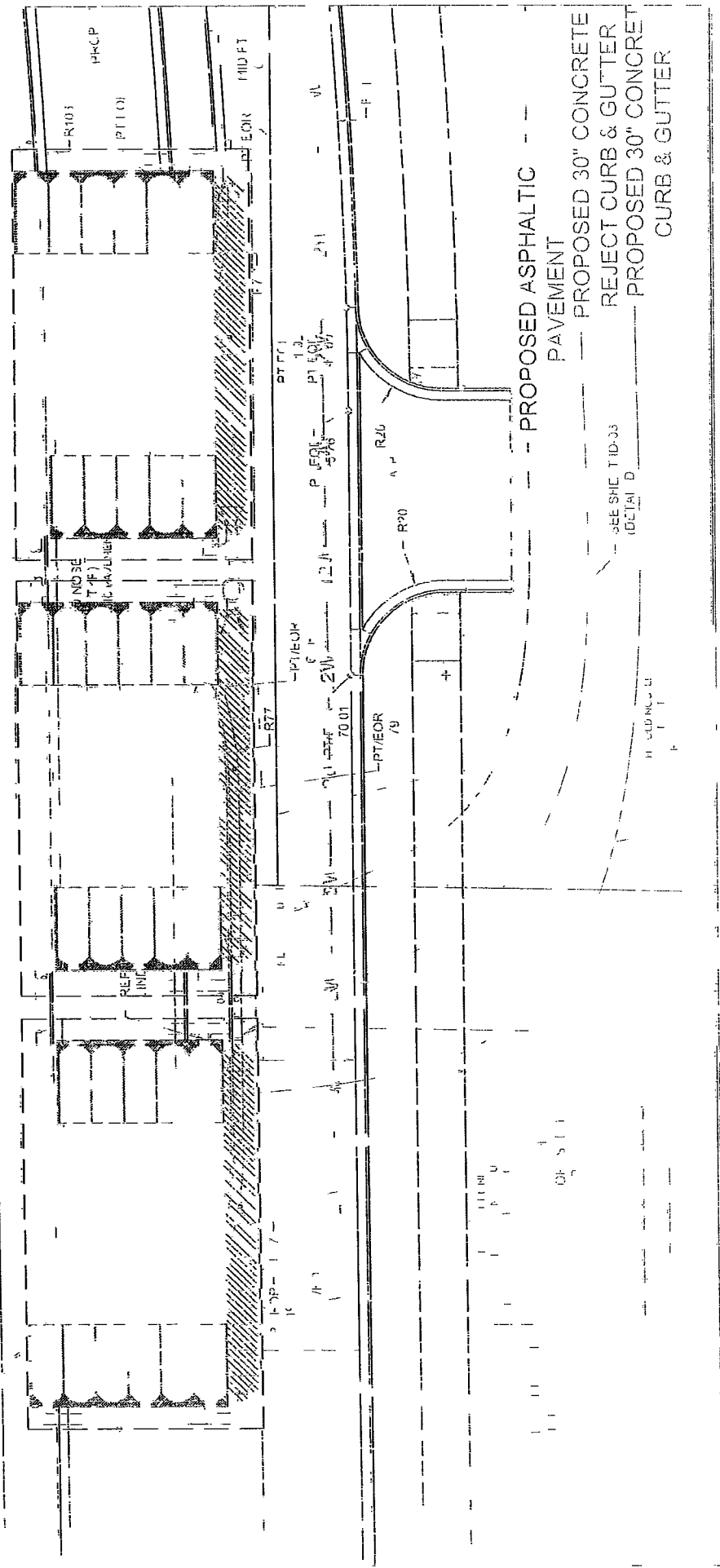
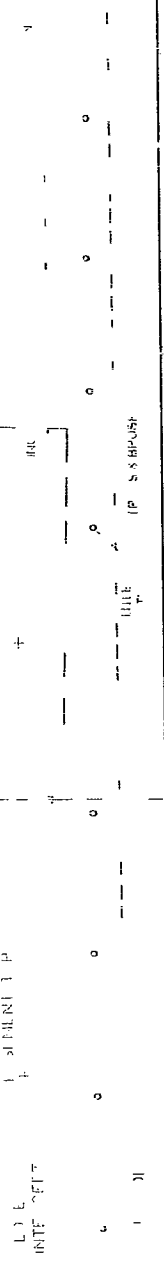


# SYSTEM 2 A ELIMINATED SYSTEM 2 B SYSTEM 2 C

IF L.S.P.S. IS T.M.  
 CONSULT C. 2000

PROPOSED TO  
 CONFORM WITH  
 L.S.P.S. INTENT

CONFORM WITH  
 L.S.P.S. INTENT





# EXHIBIT C

Franklin Corporate Park - Elm Road Improvements				
Preliminary Project Schedule				
				Date Modified:
				7/26/2023
Schedule Dates			Event	Notes
<b>2023</b>				
2/13/2023	X		Amendment 7 to Task Order 5 Approved Elm Road Underground Storm Water Management Feasibility Study	
4/7/2023	X		Provide Preliminary Underground Storage Layout to ADS	
5/2/2023	X		Preliminary Underground Storage Design Provided by ADS	
5/16/2023	X		Preliminary Underground Storage Estimate Provided by ADS	
6/2/2023	X		Provide Preliminary Cost Estimate to City Staff	
7/17/2023	X		Submit Draft Feasibility Study Report to City Staff	
7/24/2023	X		Draft Feasibility Study Report Comments Back from City Staff	
8/9/2023			Finalize Feasibility Study Report and Transmit to City Staff	
8/15/2023			Approval of Underground Storage Stormwater Management by City of Franklin	
9/19/2023			City of Franklin Approval of Task Order Final Design of Revised Elm Road Improvements	
9/29/2023			Notify Utilities of Revised Stormwater Management Concept Plan and Request Revised Utility Relocation Work Plan	
12/22/2023			Submit 50% Draft Elm Road Improvements PS&E to City of Franklin and Utilities	
<b>2024</b>				
1/19/2024			Draft Elm Road Improvements PS&E Comments Back from City Staff	
3/15/2024			Submit 90% Draft Elm Road Improvements PS&E to City of Franklin	
3/29/2024			Draft Elm Road Improvements PS&E Comments Back from City Staff	
4/19/2024			Finalize Elm Road Improvements PS&E	
4/19/2024			Submit Final Elm Road Improvements PS&E to City of Franklin and Utilities	
6/14/2024			Review Revised Utility Relocation Work Plans	
7/3/2024			Approval of Utility Relocation Work Plans by City Staff	
7/29/2024			Resume Gas, Electric, Fiber Telephone and Cable Utility Relocations	
10/22/2024			Bidding Documents To Quest	
10/31/2024			1st Publication	Wednesdays Only
11/7/2024			2nd Publication	At Least 7 Days after 1st Publication
11/14/2024			Bid Opening	At Least 7 Days after 2nd Publication
11/19/2024			Award of Construction Contract (Council Action)	Council Meets on 1st and 3rd Tuesdays
12/17/2024			Contracts Fully Executed	Note Duration Bids are Subject to Acceptance
<b>2025</b>				
3/28/2025			Utility Relocations Completed	
3/31/2025			Start Construction	
9/19/2025			Milestone 1 Substantial Completion of Sanitary Sewer Water Main and By-Pass Storm Sewer Improvements with Trench Restoration	
<b>2026</b>				
3/23/2026			Milestone 2A Begin Removal of Existing Pavement on West Half of Elm Road on or After	
6/12/2026			Milestone 2B Substantial Completion of West Half of Elm Road Stormwater and Pavement Improvements	
6/15/2026			Milestone 3A West Half of New Elm Road Pavement Open to Traffic Before Removing Existing Pavement on East Half of Elm Road	
10/16/2026			Milestone 3B Substantial Completion of East Half of Elm Road Stormwater and Pavement Improvements	
10/16/2026			Substantial Completion Deadline	
11/27/2026			Ready for Final Payment Deadline	

# EXHIBIT D

ESTIMATED CONSTRUCTION COST					
STORM WATER MANAGEMENT BY UNDERGROUND STORAGE ALTERNATIVE					
<b>Project Name: Franklin Corporate Park - Elm Road Improvements</b>					
Client Name <i>City of Franklin</i>				Date Modified	8/7/2023
Project # <i>58 10013 207</i>					
Item No	Description	Unit	Quantity	Unit Price	Total
1	Traffic Control	L.S	1	\$ 11,500.00	\$ 11,500.00
2	Barrier Fence	L.F	6,935	\$ 3.00	\$ 20,805.00
3	Silt Fence	L.F	2,590	\$ 3.00	\$ 7,770.00
4	Tracking Pad	S.F	1,750	\$ 5.00	\$ 8,750.00
5	Manufactured Ditch Check (Erosion Logs)	L.F	550	\$ 8.00	\$ 4,400.00
6	Inlet Protection, Type B	Ea.	15	\$ 55.00	\$ 825.00
7	Inlet Protection, Type C	Ea.	25	\$ 65.00	\$ 1,625.00
8	Erosion Mat, Class 1, Type A (If Required)	S.Y	500	\$ 2.50	\$ 1,250.00
9	Erosion Mat, Class 2, Type B (If Required)	S.Y	500	\$ 3.00	\$ 1,500.00
10	Clearing, Grubbing and Tree Removal	L.S	1	\$ 23,000.00	\$ 23,000.00
11	Full Depth Pavement Saw Cutting	L.F	1,650	\$ 2.50	\$ 4,125.00
12	Excavation Below Subgrade with Backfill - Pipelines	C.Y	75	\$ 60.00	\$ 4,500.00
13	Sanitary Sewer, 8-Inch SDR 35 PVC Pipe w/Granular Backfill	L.F	1,165	\$ 140.00	\$ 163,100.00
14	Sanitary Sewer, 12 Inch SDR 35 PVC Pipe w/Granular Backfill	L.F	1,060	\$ 170.00	\$ 180,200.00
15	Sanitary Sewer, 12-Inch Pressure Rated C-900 DR18 PVC Pipe w/Granular Backfill	L.F	350	\$ 340.00	\$ 119,000.00
16	Sanitary Manhole, 48-Inch	V.F	127	\$ 300.00	\$ 38,100.00
17	Internal/External Sanitary Manhole Chimney Seal	Ea.	8	\$ 285.00	\$ 2,280.00
18	Sanitary Lateral, 6-Inch SDR 35 PVC Pipe w/Granular Backfill	L.F	455	\$ 115.00	\$ 52,325.00
19	Sanitary Lateral, 6-Inch Pressure Rated C-900 DR18 PVC Pipe w/ Granular Backfill	L.F	55	\$ 285.00	\$ 15,675.00
20	Sanitary Lateral, 8-Inch SDR 35 PVC Pipe w/Granular Backfill	L.F	55	\$ 135.00	\$ 7,425.00
21	Water Main, 8-Inch w/Granular Backfill	L.F	95	\$ 115.00	\$ 10,925.00
22	Water Main, 12 Inch w/Granular Backfill	L.F	2,616	\$ 140.00	\$ 366,240.00
23	Water Main, 16-Inch w/Granular Backfill	L.F	180	\$ 200.00	\$ 36,000.00
24	Hydrant Lead, 6-Inch w/Granular Backfill	L.F	275	\$ 115.00	\$ 31,625.00
25	Relocate Existing Hydrant Assembly	Ea.	1	\$ 2,500.00	\$ 2,500.00
26	Hydrant Assembly	Ea.	11	\$ 5,500.00	\$ 60,500.00
27	Hydrant Extensions, 6-Inch	Ea.	1	\$ 300.00	\$ 300.00
28	Hydrant Extensions, 48 Inch	Ea.	2	\$ 1,700.00	\$ 3,400.00
29	Water Main Valve 8-Inch Gate	Ea.	2	\$ 2,000.00	\$ 4,000.00
30	Water Main Valve, 12 Inch Gate	Ea.	4	\$ 3,500.00	\$ 14,000.00
31	Water Main Valve, 16 Inch Butterfly	Ea.	4	\$ 4,500.00	\$ 18,000.00
32	Water Service 1 1/4 Inch w/Granular Backfill (If Required)	L.F	75	\$ 85.00	\$ 6,375.00
33	1 1/4 Inch Tap, Saddle and Corporation Valve (If Required)	Ea.	1	\$ 400.00	\$ 400.00
34	1 1/4 Inch Curb Valve and Valve Box (If Required)	Ea.	1	\$ 600.00	\$ 600.00
35	Water Service, 2-Inch w/Granular Backfill (If Required)	L.F	75	\$ 100.00	\$ 7,500.00
36	2 Inch Tap, Saddle and Corporation Valve (If Required)	Ea.	1	\$ 525.00	\$ 525.00
37	2 Inch Curb Valve and Valve Box (If Required)	Ea.	1	\$ 700.00	\$ 700.00
38	Water Service 6-Inch w/Granular Backfill	L.F	530	\$ 115.00	\$ 60,950.00
39	Water Service Valve 6 Inch	Ea.	9	\$ 1,750.00	\$ 15,750.00
40	Water Service 8 Inch w/Granular Backfill	L.F	45	\$ 115.00	\$ 5,175.00
41	Water Service Valve, 8 Inch	Ea.	1	\$ 2,000.00	\$ 2,000.00
42	Pipe Insulation	L.F	230	\$ 10.00	\$ 2,300.00

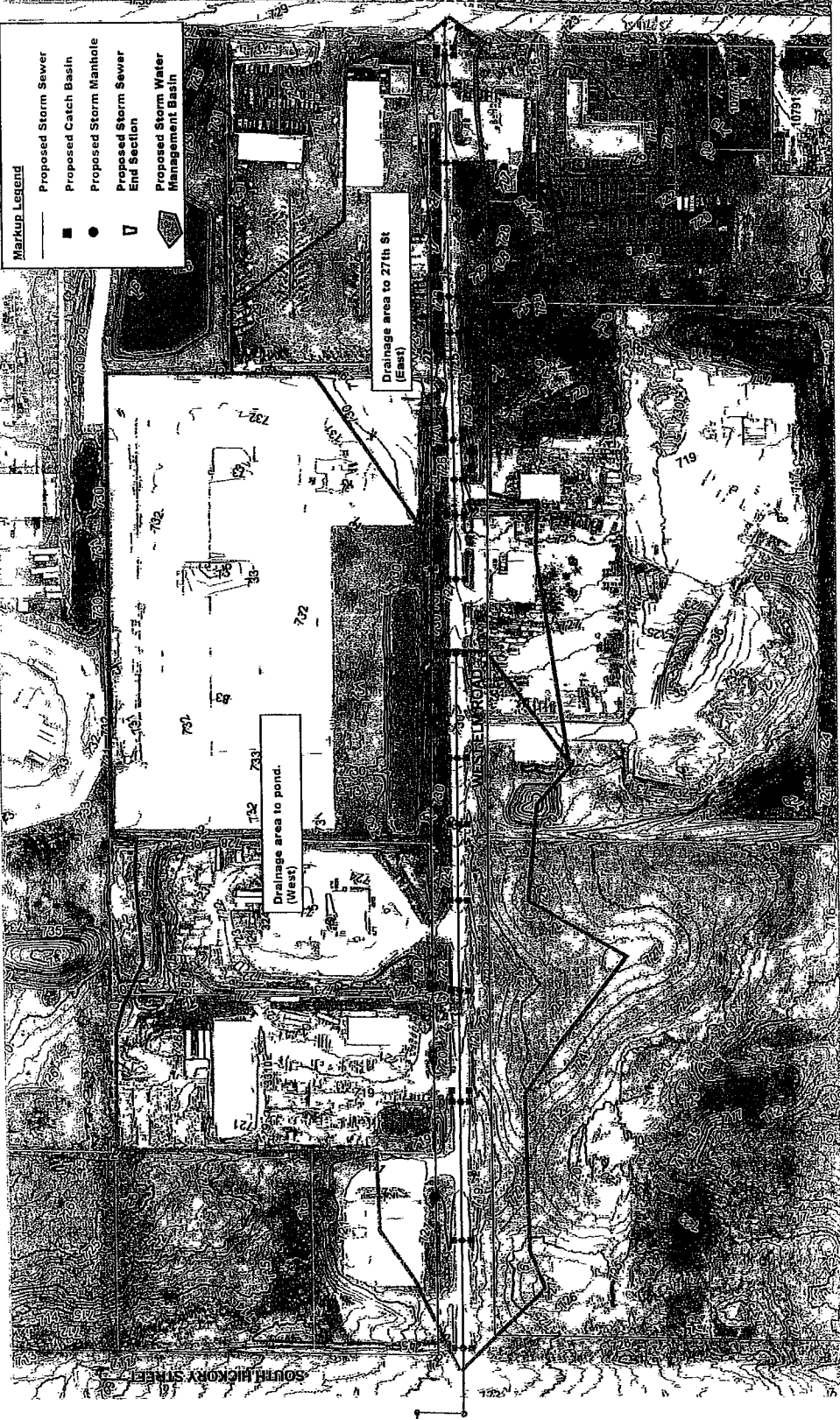
ESTIMATED CONSTRUCTION COST					
STORM WATER MANAGEMENT BY UNDERGROUND STORAGE ALTERNATIVE					
<b>Project Name: Franklin Corporate Park - Elm Road Improvements</b>					
Client Name City of Franklin					
Project # 58-10013 207				Date Modified	8/7/2023
Item No.	Description	Unit	Quantity	Unit Price	Total
43	Storm Sewer, 12 Inch RCP CL V w/ Granular Backfill	L.F	519	\$ 85 00	\$ 44,115 00
44	Storm Sewer 15 Inch RCP CL V w/ Granular Backfill	L.F	1,414	\$ 100 00	\$ 141,400 00
45	Storm Sewer, 18 Inch RCP CL IV w/ Granular Backfill	L.F	1,655	\$ 110 00	\$ 182,050 00
46	Storm Sewer, 24 Inch RCP CL IV w/ Granular Backfill	L.F	1,228	\$ 135 00	\$ 165,780 00
47	Storm Sewer, 36-Inch" RCP CL IV w/ Granular Backfill	L.F	446	\$ 185 00	\$ 82,510 00
48	Storm Sewer, 42 Inch RCP CL IV w/ Granular Backfill	L.F	225	\$ 205 00	\$ 46,125 00
49	18-Inch RCP End Section	Ea.	1	\$ 1,500 00	\$ 1,500 00
50	24-Inch RCP End Section	Ea	3	\$ 2,000 00	\$ 6,000 00
51	48-Inch Storm Manhole	V.F	110	\$ 275 00	\$ 30,250 00
52	60-Inch Storm Manhole	V.F	39	\$ 350 00	\$ 13,650 00
53	72-Inch Storm Manhole	V.F	34	\$ 400 00	\$ 13,600 00
54	96-Inch Storm Manhole	V.F	23	\$ 575 00	\$ 13,225 00
55	Catch Basin	Ea	35	\$ 3,000 00	\$ 105,000 00
56	Hydrodynamic Separator 1	Ea.	1	\$ 40,200 00	\$ 40,200 00
57	Hydrodynamic Separator 2	Ea.	1	\$ 52,400 00	\$ 52,400 00
58	Hydrodynamic Separator 3	Ea.	1	\$ 123,900 00	\$ 123,900 00
59	Hydrodynamic Separator 4	Ea.	1	\$ 108,500 00	\$ 108,500 00
60	Hydrodynamic Separator 5	Ea.	1	\$ 32,400 00	\$ 32,400 00
61	Hydrodynamic Separator 6	Ea.	1	\$ 52,400 00	\$ 52,400 00
62	Hydrodynamic Separator 7	Ea.	1	\$ 40,200 00	\$ 40,200 00
63	Hydrodynamic Separator 8	Ea.	1	\$ 52,400 00	\$ 52,400 00
64	Medium Rip Rap Over Geotextile Fabric	Tons	20	\$ 70 00	\$ 1,400 00
65	Storm Tech Materials	L.S	1	\$ 645,000 00	\$ 645,000 00
66	Stone envelopes for Storm Tech Systems	L.S	1	\$ 175,000 00	\$ 175,000 00
67	Labor for Storm Tech Systems	L.S	1	\$ 200,000 00	\$ 200,000 00
68	Construct Pavement to Subgrade	L.S	1	\$ 270,000 00	\$ 270,000 00
69	Excavation Below Subgrade (If Required)	C.Y	1,265	\$ 30 00	\$ 37,950 00
70	Geogrid (If Required)	S.Y	3,790	\$ 6 00	\$ 22,740 00
71	Excavation Below Subgrade Backfill (If Required)	Ton	2,530	\$ 25 00	\$ 63,250 00
72	Crushed Aggregate Base Course, 10-Inch	Ton	16,250	\$ 18 00	\$ 292,500 00
73	Elm Road Concrete Curb and Gutter 30-Inch	L.F	8,785	\$ 30 00	\$ 263,550 00
74	Driveway Concrete Curb and Gutter 30-Inch	L.F	750	\$ 30 00	\$ 22,500 00
75	Concrete Curb, 36-Inch 6 Inch Sloped Type D	L.F	190	\$ 35 00	\$ 6,650 00
76	Concrete Median Sloped Nose	Ea	1	\$ 575 00	\$ 575 00
77	Concrete Island Nose	Ea	21	\$ 400 00	\$ 8,400 00
78	Asphaltic Concrete Binder Course 3-Inch	Ton	3,090	\$ 70 00	\$ 216,300 00
79	Asphaltic Concrete Intermediate Course, 3-Inch	Ton	2,950	\$ 70 00	\$ 206,500 00
80	Asphaltic Concrete Surface Course, 2 Inch	Ton	1,965	\$ 75 00	\$ 147,375 00
81	Asphaltic Driveway Replacement, 4-Inch Binder Course	Ton	355	\$ 70 00	\$ 24,850 00
82	Asphaltic Driveway Replacement 2 Inch Surface Course	Ton	170	\$ 75 00	\$ 12,750 00
83	Asphaltic Pedestrian Pathway 3-Inch Surface Course	Ton	460	\$ 100 00	\$ 46,000 00
84	4-Inch Concrete Sidewalk in Median	S.F	985	\$ 6 00	\$ 5,910 00

ESTIMATED CONSTRUCTION COST					
STORM WATER MANAGEMENT BY UNDERGROUND STORAGE ALTERNATIVE					
<b>Project Name: Franklin Corporate Park - Elm Road Improvements</b>					
Client Name: City of Franklin					
Project # 58 10013 207					
Date Modified					8/7/2023
Item No.	Description	Unit	Quantity	Unit Price	Total
85	Concrete Pedestrian Ramp, 6-Inch	S F	2,050	\$ 6 00	\$ 12,300 00
86	Concrete Pedestrian Curb	L.F	120	\$ 25.00	\$ 3,000 00
87	Detectable Warning Fields	S F	350	\$ 45 00	\$ 15,750 00
88	Concrete Surface Drain	Ea.	1	\$ 115 00	\$ 115 00
89	Street Lighting System	L.S.	1	\$ 290,000 00	\$ 290,000 00
90	Pavement Marking, Median Nose, Yellow	Ea.	22	\$ 30 00	\$ 660 00
91	Pavement Marking, Curb Head, Yellow	L.F	890	\$ 2 50	\$ 2 225 00
92	Pavement Marking, 4-Inch (12 5-Foot Dash 37 5-Foot Space), White	L.F	125	\$ 1 50	\$ 187 50
93	Pavement Marking, Cross Walk, 6-Inch, White	L.F	640	\$ 1 50	\$ 960 00
94	Pavement Marking, Channelizing, 8-Inch, White	L.F	185	\$ 2.00	\$ 370 00
95	Pavement Marking, Stop Line, 18-Inch, White	L.F	90	\$ 2 50	\$ 225 00
96	Pavement Marking Arrows, Type 1, White	Ea.	1	\$ 35 00	\$ 35 00
97	Pavement Marking, Arrows, Type 2, White	Ea.	2	\$ 40 00	\$ 80 00
98	Pavement Marking, Arrows, Type 3, White	Ea.	1	\$ 50 00	\$ 50 00
99	Pavement Marking, Words, White	Ea.	1	\$ 60 00	\$ 60 00
100	Topsoil, Seed, Fertilizer and Mulch (Elm Road Right-of-Way)	S.Y	12,210	\$ 7 00	\$ 85,470 00
101	Topsoil, Seed, Fertilizer and Mulch (Hickory Street Right-of-Way North of Sta 220+60)	S.Y	3,500	\$ 5 00	\$ 17,500 00
				Subtotal Construction =	\$5,763,712.50
				Contingency (10%) =	\$ 576,371.25
				Estimated Total Construction Cost =	\$ 6,340,083.75



# ELM ROAD STORM WATER MANAGEMENT - MILWAUKEE COUNTY PARCEL BASIN

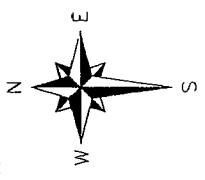
## EXHIBIT E



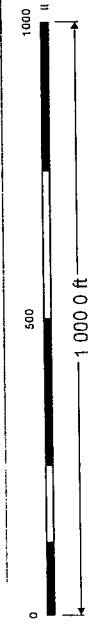
- Markup Legend**
- ▬ Proposed Storm Sewer
  - ▣ Proposed Catch Basin
  - Proposed Storm Manhole
  - ▬ Proposed Storm Sewer End Section
  - ▭ Proposed Storm Water Management Basin

- Base Drawing Legend**
- ▭ Parcels
  - ▭ Tax Parcels
  - ▭ Administrative
  - ▭ Municipal Boundaries
  - ▭ Topographic
  - ▭ Contour Lines
  - ▭ Index
  - ▭ Intermediate

Notes



DATE June 12 2023

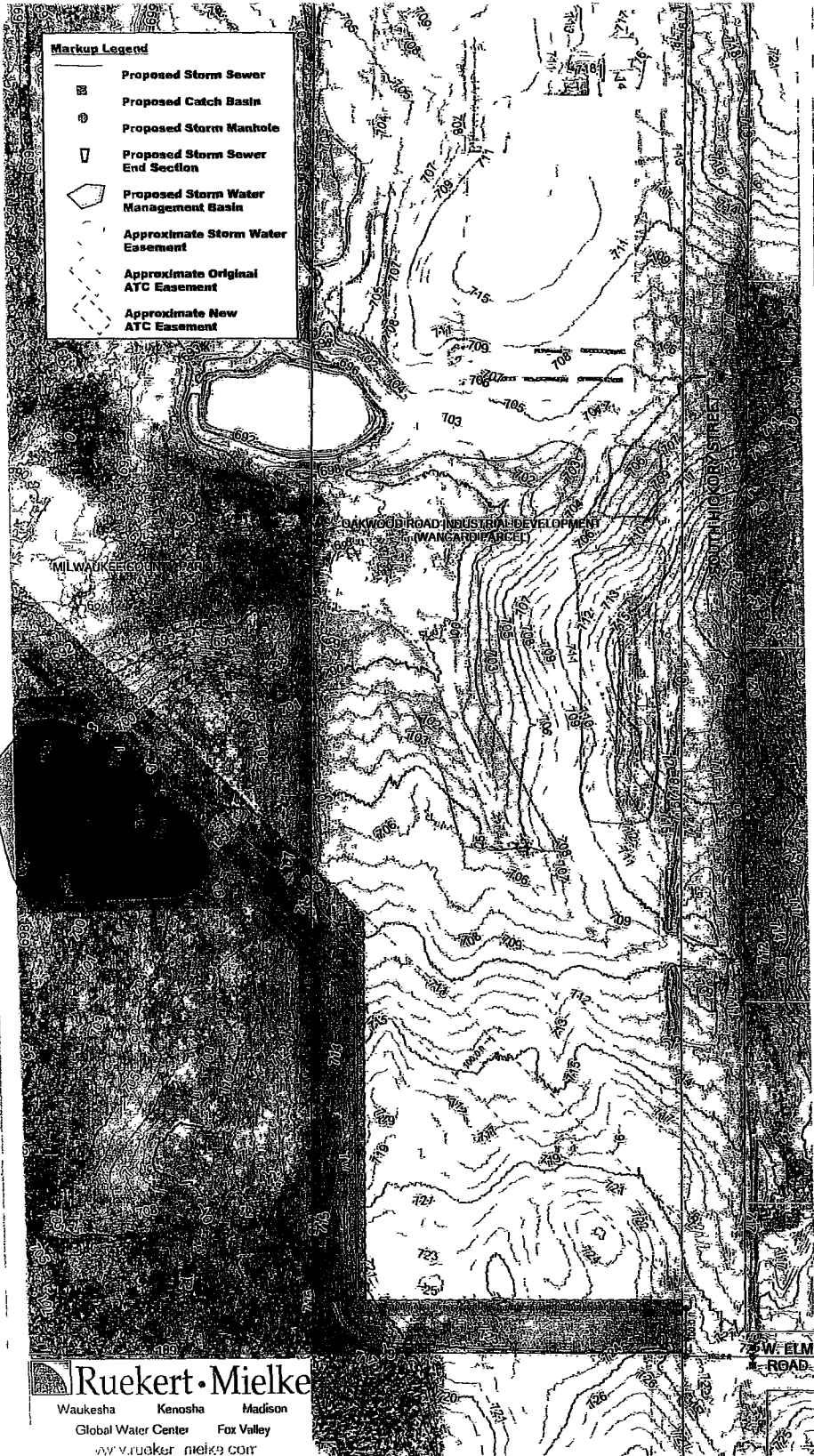


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MILWAUKEE COUNTY GIS AND LAND INFORMATION





**Markup Legend**

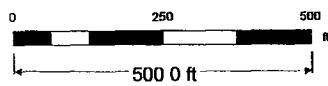
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- Proposed Catch Basin
- Proposed Storm Manhole
- Proposed Storm Sewer End Section
- Proposed Storm Water Management Basin
- Approximate Storm Water Easement
- Approximate Original ATC Easement
- Approximate New ATC Easement

**Base Drawing Legend**

- Parcels**
  - Tax Parcels
- Administrative**
  - Municipal Boundaries
- Topographic**
  - Contour Lines
    - Index
    - Intermediate
- Aerial Photos**
  - 2022 Aerial
    - Red: Band\_1
    - Green: Band\_2
    - Blue: Band\_3

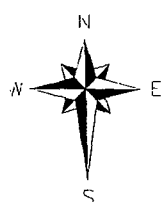
Notes

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MILWAUKEE COUNTY GIS AND LAND INFORMATION



DATE June 12 2023

# EXHIBIT G

ESTIMATED CONSTRUCTION COST					
STORM WATER MANAGEMENT BY WET DETENTION BASIN ON MILWAUKEE COUNTY PARK PARCEL					
<b>Project Name: Franklin Corporate Park - Elm Road Improvements</b>					
Client Name City of Franklin				Date Modified 8/7/2023	
Project # 58 10013 207					
Item No.	Description	Unit	Quantity	Unit Price	Total
1	Traffic Control	LS	1	\$ 11,500.00	\$ 11,500.00
2	Barrier Fence	LF	6,935	\$ 3.00	\$ 20,805.00
3	Silt Fence	LF	2,590	\$ 3.00	\$ 7,770.00
4	Tracking Pad	SF	1,750	\$ 5.00	\$ 8,750.00
5	Manufactured Ditch Check (Erosion Logs)	LF	550	\$ 8.00	\$ 4,400.00
6	Inlet Protection, Type B	Ea	15	\$ 55.00	\$ 825.00
7	Inlet Protection, Type C	Ea	25	\$ 65.00	\$ 1,625.00
8	Erosion Mat Class 1, Type A (If Required)	SY	500	\$ 2.50	\$ 1,250.00
9	Erosion Mat Class 2, Type B (If Required)	SY	500	\$ 3.00	\$ 1,500.00
10	Cleaning, Grubbing and Tree Removal	LS	1	\$ 23,000.00	\$ 23,000.00
11	Full Depth Pavement Saw Cutting	LF	1,650	\$ 2.50	\$ 4,125.00
12	Excavation Below Subgrade with Backfill - Pipelines	CY	75	\$ 60.00	\$ 4,500.00
13	Sanitary Sewer, 8-Inch SDR 35 PVC Pipe w/Granular Backfill	LF	1,165	\$ 140.00	\$ 163,100.00
14	Sanitary Sewer, 12 Inch SDR 35 PVC Pipe w/Granular Backfill	LF	1,060	\$ 170.00	\$ 180,200.00
15	Sanitary Sewer, 12-Inch Pressure Rated C-900 DR18 PVC Pipe w/Granular Backfill	LF	350	\$ 340.00	\$ 119,000.00
16	Sanitary Manhole, 48-Inch	VF	127	\$ 300.00	\$ 38,100.00
17	Internal/External Sanitary Manhole Chimney Seal	Ea.	8	\$ 285.00	\$ 2,280.00
18	Sanitary Lateral, 6-Inch SDR 35 PVC Pipe w/Granular Backfill	LF	435	\$ 115.00	\$ 52,325.00
19	Sanitary Lateral, 6-Inch Pressure Rated C-900 DR18 PVC Pipe w/ Granular Backfill	LF	55	\$ 285.00	\$ 15,675.00
20	Sanitary Lateral 8-Inch SDR 35 PVC Pipe w/Granular Backfill	LF	55	\$ 135.00	\$ 7,425.00
21	Water Main 8-Inch w/Granular Backfill	LF	95	\$ 115.00	\$ 10,925.00
22	Water Main, 12-Inch w/Granular Backfill	LF	2,616	\$ 140.00	\$ 366,240.00
23	Water Main, 16-Inch w/Granular Backfill	LF	180	\$ 200.00	\$ 36,000.00
24	Hydrant Lead, 6-Inch w/Granular Backfill	LF	275	\$ 115.00	\$ 31,625.00
25	Relocate Existing Hydrant Assembly	Ea.	1	\$ 2,500.00	\$ 2,500.00
26	Hydrant Assembly	Ea	11	\$ 5,500.00	\$ 60,500.00
27	Hydrant Extensions, 6-Inch	Ea	1	\$ 300.00	\$ 300.00
28	Hydrant Extensions, 48-Inch	Ea.	2	\$ 1,700.00	\$ 3,400.00
29	Water Main Valve, 8 Inch Gate	Ea	2	\$ 2,000.00	\$ 4,000.00
30	Water Main Valve, 12-Inch Gate	Ea	4	\$ 3,500.00	\$ 14,000.00
31	Water Main Valve, 16-Inch Butterfly	Ea	4	\$ 4,500.00	\$ 18,000.00
32	Water Service 1-1/4 Inch w/Granular Backfill (If Required)	LI	75	\$ 85.00	\$ 6,375.00
33	1-1/4 inch Tap, Saddle and Corporation Valve (If Required)	Ea	1	\$ 400.00	\$ 400.00
34	1 1/4 Inch Curb Valve and Valve Box (If Required)	Ea	1	\$ 600.00	\$ 600.00
35	Water Service, 2 Inch w/Granular Backfill (If Required)	LI	75	\$ 100.00	\$ 7,500.00
36	2 Inch Tap, Saddle and Corporation Valve (If Required)	Ea.	1	\$ 525.00	\$ 525.00
37	2 Inch Curb Valve and Valve Box (If Required)	Ea	1	\$ 700.00	\$ 700.00
38	Water Service, 6 Inch w/Granular Backfill	LF	530	\$ 115.00	\$ 60,950.00
39	Water Service Valve 6-Inch	Ea	9	\$ 1,750.00	\$ 15,750.00
40	Water Service, 8 Inch w/Granular Backfill	LF	45	\$ 115.00	\$ 5,175.00

ESTIMATED CONSTRUCTION COST						
STORM WATER MANAGEMENT BY WET DETENTION BASIN ON MILWAUKEE COUNTY PARK PARCEL						
<b>Project Name: Franklin Corporate Park - Elm Road Improvements</b>						
Client Name City of Franklin						
Project # 58-10013 207						
						Date Modified: 8/7/2023
Item No.	Description	Unit	Quantity	Unit Price	Total	
41	Water Service Valve, 8-Inch	Ea.	1	\$ 2,000.00	\$	2,000.00
42	Pipe Insulation	L.F	230	\$ 10.00	\$	2,300.00
43	Detention Basin Grading	L.S	1	\$ 151,200.00	\$	151,200.00
44	Detention Basin Outfall Structure	Ea.	1	\$ 15,000.00	\$	15,000.00
45	Storm Sewer, 12-Inch RCP CL V w/ Granular Backfill	L.F	415	\$ 85.00	\$	35,275.00
46	Storm Sewer, 15-Inch RCP CL V w/ Granular Backfill	L.F	608	\$ 100.00	\$	60,800.00
47	Storm Sewer, 18-Inch RCP CL IV w/ Granular Backfill	L.F	74	\$ 110.00	\$	8,140.00
48	Storm Sewer, 24-Inch RCP CL IV w/ Granular Backfill	L.F	125	\$ 135.00	\$	16,875.00
49	Storm Sewer, 30-Inch RCP CL IV w/ Granular Backfill	L.F	906	\$ 155.00	\$	140,430.00
50	Storm Sewer, 36-Inch RCP CL III w/ Granular Backfill	L.F	1,227	\$ 185.00	\$	226,995.00
51	Storm Sewer, 42-Inch RCP CL III w/ Granular Backfill	L.F	120	\$ 240.00	\$	28,800.00
52	Storm Sewer 42 Inch RCP CL III w/ Spoil Backfill	L.F	1,680	\$ 205.00	\$	344,400.00
53	15-Inch RCP End Section	Ea.	1	\$ 1,500.00	\$	1,500.00
54	24-Inch RCP End Section	Ea.	1	\$ 2,000.00	\$	2,000.00
55	42-Inch RCP End Section	Ea.	1	\$ 3,500.00	\$	3,500.00
56	48-Inch Storm Manhole	V F	12	\$ 275.00	\$	3,300.00
57	60-Inch Storm Manhole	V F	70	\$ 350.00	\$	24,500.00
58	72 Inch Storm Manhole	V F	95	\$ 400.00	\$	38,000.00
59	96-Inch Storm Manhole	V F	90	\$ 575.00	\$	51,750.00
60	Catch Basin	Ea.	27	\$ 3,000.00	\$	81,000.00
61	Medium Rip Rap Over Geotextile Fabric	Tons	20	\$ 70.00	\$	1,400.00
62	Heavy Rip Rap Over Geotextile Fabric	Tons	50	\$ 85.00	\$	4,250.00
63	Construct Pavement to Subgrade	L.S.	1	\$ 270,000.00	\$	270,000.00
64	Excavation Below Subgrade (If Required)	C.Y	1,265	\$ 30.00	\$	37,950.00
65	Geogrid (If Required)	S.Y	3,790	\$ 6.00	\$	22,740.00
66	Excavation Below Subgrade Backfill (If Required)	Ton	2,530	\$ 25.00	\$	63,250.00
67	Crushed Aggregate Base Course, 10-Inch	Ton	16,250	\$ 18.00	\$	292,500.00
68	Elm Road Concrete Curb and Gutter, 30-Inch	L.F	8,785	\$ 30.00	\$	263,550.00
69	Driveway Concrete Curb and Gutter, 30-Inch	L.F	750	\$ 30.00	\$	22,500.00
70	Concrete Curb, 36-Inch, 6 Inch Sloped Type D	L.F	190	\$ 35.00	\$	6,650.00
71	Concrete Median Sloped Nose	Ea.	1	\$ 575.00	\$	575.00
72	Concrete Island Nose	Ea.	21	\$ 400.00	\$	8,400.00
73	Asphaltic Concrete Binder Course, 3 Inch	Ton	3,090	\$ 70.00	\$	216,300.00
74	Asphaltic Concrete Intermediate Course, 3 Inch	Ton	2,950	\$ 70.00	\$	206,500.00
75	Asphaltic Concrete Surface Course 2 Inch	Ton	1,965	\$ 75.00	\$	147,375.00
76	Asphaltic Driveway Replacement, 4-Inch Binder Course	Ton	355	\$ 70.00	\$	24,850.00
77	Asphaltic Driveway Replacement 2 Inch Surface Course	Ton	170	\$ 75.00	\$	12,750.00
78	Asphaltic Pedestrian Pathway, 3 Inch Surface Course	Ton	460	\$ 100.00	\$	46,000.00
79	4-Inch Concrete Sidewalk in Median	S F	985	\$ 6.00	\$	5,910.00
80	Concrete Pedestrian Ramp, 6-Inch	S F	2,050	\$ 6.00	\$	12,300.00

ESTIMATED CONSTRUCTION COST					
STORM WATER MANAGEMENT BY WET DETENTION BASIN ON MILWAUKEE COUNTY PARK PARCEL					
<b>Project Name: Franklin Corporate Park - Elm Road Improvements</b>					
Client Name City of Franklin					
Project # 58-10013 207				Date Modified	8/7/2023
Item No.	Description	Unit	Quantity	Unit Price	Total
81	Concrete Pedestrian Curb	L.F	120	S 25 00	S 3 000 00
82	Detectable Warning Fields	S F	350	S 45 00	S 15,750 00
83	Concrete Surface Drain	Ea	1	S 115 00	S 115 00
84	Street Lighting System	L.S	1	S 290,000 00	S 290 000 00
85	Pavement Marking, Median Nose, Yellow	Ea.	22	S 30 00	S 660 00
86	Pavement Marking, Curb Head, Yellow	L.F	890	S 2 50	S 2,225 00
87	Pavement Marking, 4 Inch (12 5 Foot Dash, 37 5 Foot Space), White	L.F	125	S 1 50	S 187 50
88	Pavement Marking, Cross Walk, 6-Inch, White	L.F	640	S 1 50	S 960 00
89	Pavement Marking, Channelizing, 8-Inch, White	L.F	185	S 2 00	S 370 00
90	Pavement Marking, Stop Line, 18-Inch, White	L.F	90	S 2 50	S 225 00
91	Pavement Marking, Arrows, Type 1, White	Ea.	1	S 35 00	S 35 00
92	Pavement Marking, Arrows, Type 2, White	Ea.	2	S 40 00	S 80 00
93	Pavement Marking, Arrows, Type 3, White	Ea.	1	S 50 00	S 50 00
94	Pavement Marking, Words, White	Ea	1	S 60 00	S 60 00
95	Topsoil, Seed, Fertilizer and Mulch (Elm Road Right-of-Way)	S Y	12,210	S 7 00	S 85,470 00
96	Topsoil, Seed, Fertilizer and Mulch (Storm Sewer to Wet Basin Easement)	S Y	10 000	S 5 00	S 50 000 00
97	Topsoil, Seed, Fertilizer and Mulch (Wet Detention Basin Restoration)	S Y	8,000	S 6 00	S 48 000 00
				Subtotal Construction =	S 4 714,322 50
				Contingency (10%) =	S 471 432 25
				Estimated Total Construction Cost =	S 5,185 754 75

**EXHIBIT H**

<p><b>APPROVAL</b> <i>HRK</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b> 01/03/2023</p>
<p><b>Reports &amp; Recommendations</b></p>	<p>Discussion and Possible Action Regarding Correspondence from Supervisor Steve F Taylor Regarding 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 (Alderman Nelson).</p>	<p><b>ITEM NUMBER</b> G 1.</p>

**COUNCIL ACTION REQUESTED**

Motion to approve 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.

Or

Motion to .

*H Clerk*



BOARD OF SUPERVISORS  
*Steve F. Taylor*  
17<sup>TH</sup> DISTRICT SUPERVISOR

December 27, 2022

Alderman,

Here is a brief recap of **my verbal remarks at the December 20<sup>th</sup> Common Council Meeting** On May 17<sup>th</sup> the Common Council adopted Resolution 2022-7863 directing staff to negotiate with Milwaukee County to obtain land for storm water purposes On or about August 26<sup>th</sup> I received a packet of information from Steve Olson and Shari Hanneman On October 20<sup>th</sup> I met with Shari Hanneman, Peggy Steeno and John Regetz to discuss the City's request and I presented the terms I would support If the Common Council was agreeable, I would assist getting approval of the Milwaukee County Board Here are the terms

- Easement to build stormwater basin would cost \$700,000 (\$70,000/acre)
- Half (\$350,000) would be spent in City of Franklin to enhance Milwaukee County Parkland (Grobschmidt, Park, Fitzsimmons Woods, and Franklin Savannah)
- Half (\$350,000) would be spent in a Milwaukee County Park located in Supervisor Martin's District

Alderman Hanneman mentioned the per acre cost at which time I pointed out the approximate \$120,000/acre it would cost to purchase the Biller property. Not only would that money leave Milwaukee County and the City of Franklin but it would also clearly lower the developable amount in the business park This was pointed out in the documentation sent to Milwaukee County

I spoke with Shari on December 2<sup>nd</sup> wanting to know that status of what we discussed I relayed that if the city was interested, we should proceed now because it will take time to draft up an agreement and get both governmental bodies to sign off on At this point I was told that "I can't come up with \$700,000" and the conversation ended

I spoke at the Common Council meeting for several reasons First, that the status of the negotiations was not presented to the Common Council and one alderman cannot speak for the rest of the body Secondly, recent Waukesha water easement negotiations hit a snag when it reached the County Board. The original offer was \$100,000 for 75 acres The Board balked and it ended up being \$250,000 (\$333,333/acre) I only mention this because the fair price I proposed may not be the end amount once Board starts deliberating

I leave you with these final thoughts Steve Olson started talking to me about this over a year ago He told me that Sup Logsdon had no desire to assist, and the County Executive wouldn't spend time on it without the support of the sitting Supervisor Shortly after I was elected Olson wanted to move forward quickly and was proven by the fact that a month after I was sworn in a resolution was put before the Common Council Now there seems to be no sense of urgency and if I was sitting in your seat I would ask why You approved the resolution and now know the terms It is your decision on whether you want to work with Milwaukee County or Scott Biller Doing nothing isn't an option unless things are being concealed from you Please feel free to reach out to discuss All My Best!!

*Steve F Taylor*

MILWAUKEE COUNTY COURTHOUSE

901 North 9th Street, RM 201 • Milwaukee, WI 53233

Phone (414) 278-4263 • Fax (414) 223-1380 • [steve.taylor@milwaukeecountywi.gov](mailto:steve.taylor@milwaukeecountywi.gov) • [county.milwaukee.gov/SteveTaylor](http://county.milwaukee.gov/SteveTaylor)

*"Any definition of a successful life must include serving others." – George H. W. Bush*



City of Franklin  
Office of the Mayor

August 23, 2022

David Crowley  
County Executive  
Milwaukee County  
909 N. 9<sup>th</sup> St.  
Milwaukee, WI 53202

Dear Executive Crowley.

We've often talked about development opportunities in Franklin and working with the County to assure financial success for our jurisdictions.

Attached is a proposal being submitted to the Milwaukee County Parks Department for participation in the success of TID 8 in the City of Franklin with the contribution of an easement for storm water management.

We're also making sure that Supervisor Steve Taylor, Director of Administration Aaron Hertzberg and Economic Development Director Calli Berg are also receiving copies and

we welcome their questions.

Our proposal represents a break in traditional activity for Milwaukee County. Participation will show the rest of the County as well as State government that the County is now looking at the business aspects of holding land and active assistance in economic development projects that will generate new growth and tax base

Franklin staff will be working with Supervisor Taylor and County staff to complete the plan.

As always, don't hesitate to call with any questions or issues.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen R. Olson".

Stephen R. Olson  
Mayor

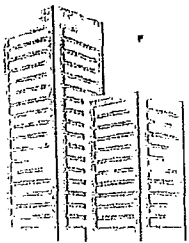
A handwritten signature in black ink, appearing to read "Shan Hanneman".

Shan Hanneman  
Aldерwoman, District 4  
Common Council President

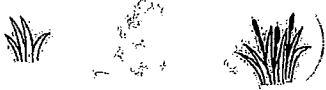
## FRANKLIN CORPORATE PARK ELM ROAD STORM WATER BASIN

Proposal for Milwaukee County Partnership

A small land contribution from Milwaukee County for a stormwater retention basin will maximize the long-term economic value of this development



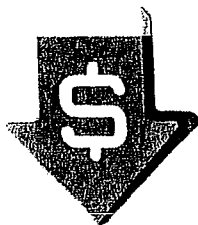
FRANKLIN CORPORATE PARK = 521 ACRES  
> \$136 Million investment  
> 1,000 Living wage jobs



ASK: 10 Acre easement to locate stormwater basin



Proposed & Current Corporate Park Projects = \$587,000 annual revenue to Milwaukee County\*



With Alternative Stormwater Basin Location = Loss of \$31.3M of available development and \$134,590 annual revenue to Milwaukee County\*

\*at TID close





**PROPOSAL**  
**MILWAUKEE COUNTY PARTICIPATION**  
**ELM ROAD STORM WATER RETENTION BASIN**  
**FRANKLIN CORPORATE PARK, FRANKLIN, WI**

**EXECUTIVE SUMMARY**

Franklin Corporate Park is a substantial component of Milwaukee County economic growth, possessing 521 commercial and industrial acres, an I-94 & Elm Road interchange, \$136 million of constructing and planned development, generating over 1,000 good jobs. Infrastructure improvements are being made through Tax Increment District (TID) 8 to support this development including street, water, sewer, electric and stormwater systems

To facilitate development and infrastructure improvements along W. Elm Road a stormwater management basin needs to be constructed. To maximize investment on the developing Wangard project its stormwater basin needs to be relocated and could be incorporated in to the W. Elm Rd. basin

Adjacent Milwaukee County lands to the west of Wangard and W Elm Rd are unused, undevelopable and could accommodate the new stormwater basin. Map 2 shows all planned infrastructure, including the proposed basin. Alternative sites have been examined and would cost Milwaukee County \$31.3 million planned development and subsequent annual revenues of \$134,590.

The City of Franklin would assume all costs to operate a stormwater retention basin, so no costs accrue to Milwaukee County. The land can be lent to the City for this use. By participating in this project and employing idle land Milwaukee County will protect and maximize future revenues.

**INTRODUCTION**  
**FRANKLIN CORPORATE PARK**

The Franklin Corporate Park is 521 acres in southeast Franklin City. It is served by the new Elm Road Interchange on I-94, providing a unique opportunity to increase Milwaukee County and City commercial property tax and employment bases.

Over \$136 million of prime development is under construction, pending, or planned in Corporate Park, with more than 1,000 good paying jobs committed or expected

Improvements include Elm Road and Hickory Street, stormwater management facilities, water, sewer and traffic control construction, signage and streetscaping. Investments in improvements to South 27<sup>th</sup> Street, intersections and environmental features are also included in the project plan.

Investment in relocating high power transmission lines is being made to maximize the value and amount of developable land in the Park

Reconstruction of Elm Road is critical to development of the whole business park and a stormwater management basin is required to support it and all sites directly served. Wangard Development plans for an additional 90,000 square feet of space that depends on moving the existing stormwater basin on their site to a Milwaukee County owned site being proposed in this document.



This proposal for County land participation builds on the partnership in Tax Incremental Financing between Milwaukee County and the other taxing jurisdictions of the Franklin Corporate Park

#### COUNTY INTEREST

Milwaukee County will benefit from the increased assessed valuation generated as the resulting development and closure of TID district 8. The County is calculated to receive an additional \$587,000 annually from this project, after TID 8 is closed. Investment and job creation in Corporate Park and TID 8 are currently meeting projections and the proposed stormwater retention basin will facilitate planned and ongoing projects and continuing growth. Action now is needed from Milwaukee County to employ a currently idle resource to complete development in Corporate Park within TID 8 finance timeframes and maximize the County's return on its participation. Expediently seizing development opportunities for this area will provide County and City residents lower tax rates and good job opportunities.

Currently parcel 950-9998-001 (see MAP 2) generates no property tax revenue as a County-owned property. The parcel contains primarily woodland and wetland reserve areas and is otherwise undevelopable.

#### TAX INCREMENTAL FINANCING, FRANKLIN AND MILWAUKEE COUNTY

Tax Incremental Financing is based on the use of new taxes generated by new growth to pay for the costs to cause the new growth. Simply put, Growth pays for Growth. TIF's require that all the property taxing entities contribute this new tax revenue to debt payment so that the total increment can be put back on the tax rolls (the benefit) as quickly as possible. These taxing jurisdictions continue to receive the tax revenue from the district on the "base" value of the properties when the district is created thereby not penalizing anyone for the creation of the district.

Tax Incremental Financing (TIF) is the only tool available to Class 2 and Class 3 cities to finance economic development projects. Wisconsin Statute 66.1105 specifies all criteria that must be met to form a district, how a district is to be managed and all other terms of the financing plan. By definition, new incremental taxes generated within the district are used to pay off debts incurred as outlined in the approved project plan. Cities are the administrative and financial responsible parties for TIF districts. TIF's take advantage of the taxing power of all underlying taxing jurisdictions levying property taxes on the district.

In order of highest to lowest levy's in this district, Oak Creek-Franklin Schools (40.95%), City of Franklin (23.86%), Milwaukee County (22.12%), Milwaukee Metropolitan Sewerage District (7.61%) and Milwaukee Area Technical College (5.47%). As is apparent by this list, there are five business and financing partners in this TID. TABLES 2 and 3 shows estimated tax increment generated on current and planned investments through the life of TID 8.

As mentioned, TIF's are available generally only to Cities and Villages in the state and under certain circumstances, Towns may use the tool. Counties may not use the tool outside of a municipal TID.

Because TID's are the tool for cities, villages and in some cases towns, they are the responsible partners for the administration of these districts and the "developer" of the project requiring investment of administrative, financial, legal and staff time and engineering and construction management in many cases. The financial



burden rests on the municipality and has impacts in many cases on bonding capabilities, yet the beneficiaries are all of the taxing entities (in this case, four others)

In this specific TID, the City is also contributing its' assets to the benefit of the district by donating existing roadways to be expanded (less expensive than building new roads), engineering, legal, financial and administrative staff whose costs cannot be recovered from the TIF.

Map 1 illustrates Corporate Park's complete development layout concept, planned commercial projects and those under construction. These projects will generate enough revenue during TID 8's 20-year life to pay for infrastructure improvements. There are an estimated 17 years remaining for TID 8 and investment is on track to meet revenue generation needs

### REQUEST

The re-construction and widening of the City of Franklin owned Elm Road to become the main entrance and roadway requires a stormwater management basin. Wangard Development plans for an additional 90,000 square feet of space that depends on moving the existing stormwater basin on their site to the proposed site. The city has analyzed several different locations to locate this stormwater basin including parcels on Elm Road, Hickory Street and a Milwaukee County Parks parcel (Tax Key # 950-9998-001, see attached Map 2). The analysis considered cost to build, effectiveness and cost (engineering, construction, maintenance and land acquisition cost and opportunity cost).

The stormwater basin is most effectively located on the Milwaukee County Parks parcel (Tax Key # 950-9998-001) just west of the park and is part of the Root River corridor. The primary alternate parcel is located on Hickory Street (owned by Biller Development), fronts the street and would occupy approximately 5 acres of developable land. Using this site for a stormwater retention basin would cost Milwaukee County and the other taxing jurisdictions not only the price of the land but also the probable tax revenue (forever) from the development of the land (Elm Rd costs even more).

Also, redevelopment drainage off Elm Rd will have to be on development sites, more expensive, delayed and possibly resulting in a poor entrance to Corporate Park. If momentum is stalled due to this lack of quality access then, Biller's remaining lots on Hickory St. may not develop in the life of TID 8.

The following TABLE 1 highlights the lost value and revenue to the county if this site is used

The Milwaukee County 2021 tax rate is \$4.3/m



**TABLE 1**

Parcel	Gross Acres	Acquisition Cost (est.)	Development Value (est.)	County Tax Value Loss (est.)
Milwaukee County	101 acres	\$0	\$0	\$0
W. Elm Rd	<20 acres	Approx. \$500,000	\$12,000,000	\$51,600 annual \$500,000 one time
Hickory St.	5 acres	Approx. \$600,000	\$5,000,000	\$21,500 annual \$600,000 one time
Wangard	3.16 acres	-	\$6,300,000	\$27,000 annual
Remaining Biller's (Hickory St.)	-	-	\$20,000,000	\$86,000
Lost revenue opportunity				\$134,590 annually

From TABLE 1 we see the following results for constructing on the shaded Hickory St. (Biller) alternative:

- Wangard’s additional 90,000 square feet would not be built, resulting in \$6.3 million lost investment and \$27,000 lost annual county revenue, upon TID closure;
- The Hickory St. (Biller) site would not be commercially developed, resulting in \$5 million lost investment and \$21,500 lost annual county revenue, upon TID closure (more if W. Elm Rd. site is used);
- Remaining Biller (Hickory St.) development,
- A total of \$134,590 is lost annual county revenue, upon TID closure

Additionally, TID 8 loses \$233,910 of annual infrastructure development revenues and spends in \$600,000 Biller land acquisition cost. Lots south of Biller’s development on Hickory St. will not develop as fast and maybe not during TID 8’s life

The City of Franklin respectfully requests Milwaukee County contribute or grant an easement from parcel 950-9998-001 as the site for the retention basin of approximately 10 acres

Milwaukee County would play an active role in facilitating economic development in the City of Franklin and the County, as well as permanently increasing its commercial property tax revenues

The City of Franklin would assume any operating costs for the retention basin

By employing an idle resource, at no cost to the county, the risk of losing future revenue is minimized

Map 2 delineates infrastructure improvements to be executed in Corporate Park, including the proposed stormwater retention basin and County land project. Appendix 1 is a feasibility study, conducted by the City of Franklin to demonstrate the viability of our request



## **SUMMARY**

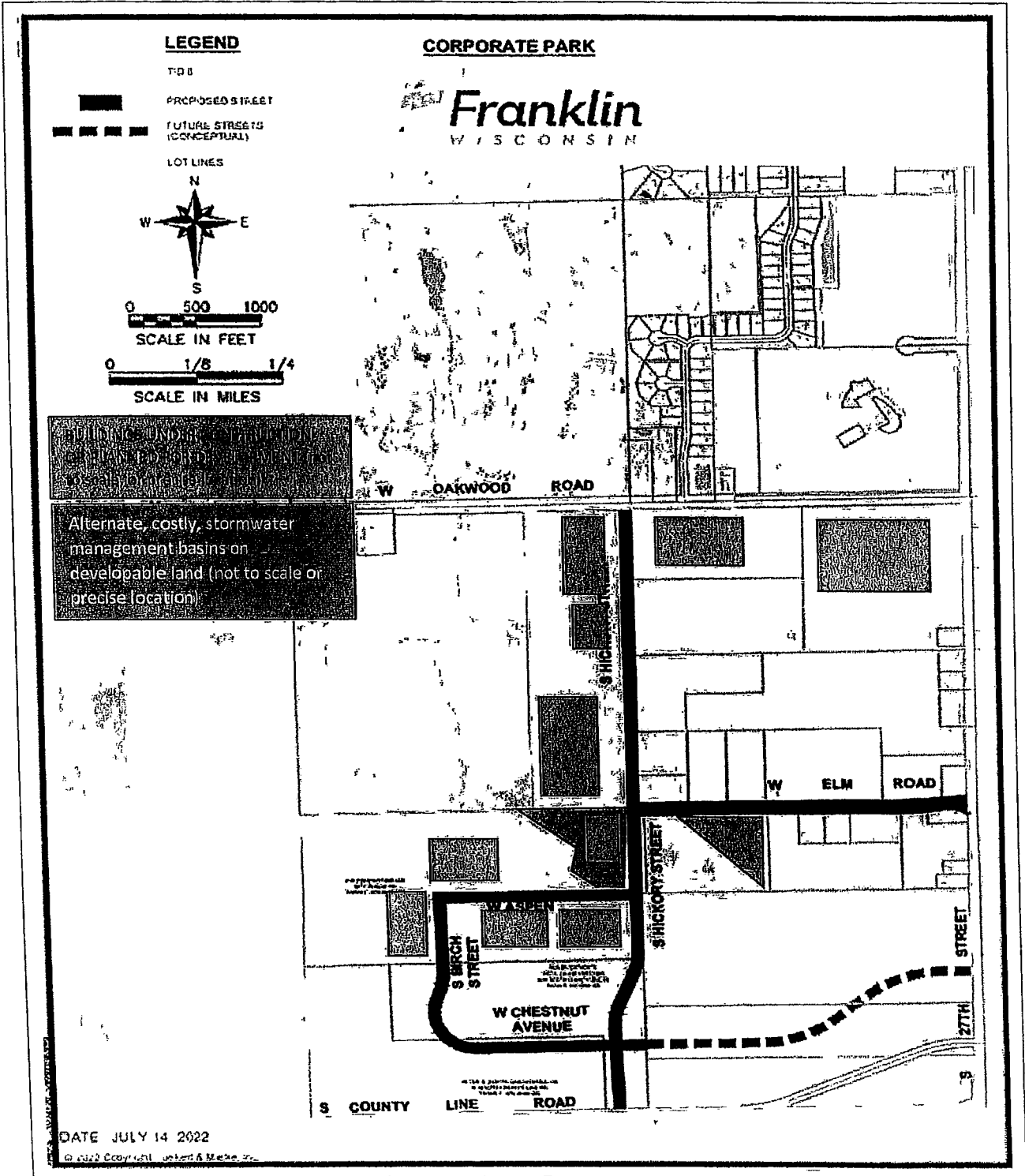
The Franklin Corporate Park presents an opportunity for Milwaukee County to support and ensure increased tax base and job creation.

The City of Franklin has made significant effort and investment in this opportunity through planning, engineering and creation of Tax Increment District 8 to finance infrastructure and development, including drainage for land and street construction (Elm Road and Hickory Street)

Milwaukee County can facilitate Corporate Park infrastructure development by using some of its land adjacent to the Park for a stormwater retention basin, which will have no expense to the County.

Milwaukee County can maximize its return on participation, and TID 8 financial effectiveness, by acting expeditiously to establish the stormwater retention basin.

Milwaukee County and citizens will enjoy increased job opportunities and tax base because of its participation in this project



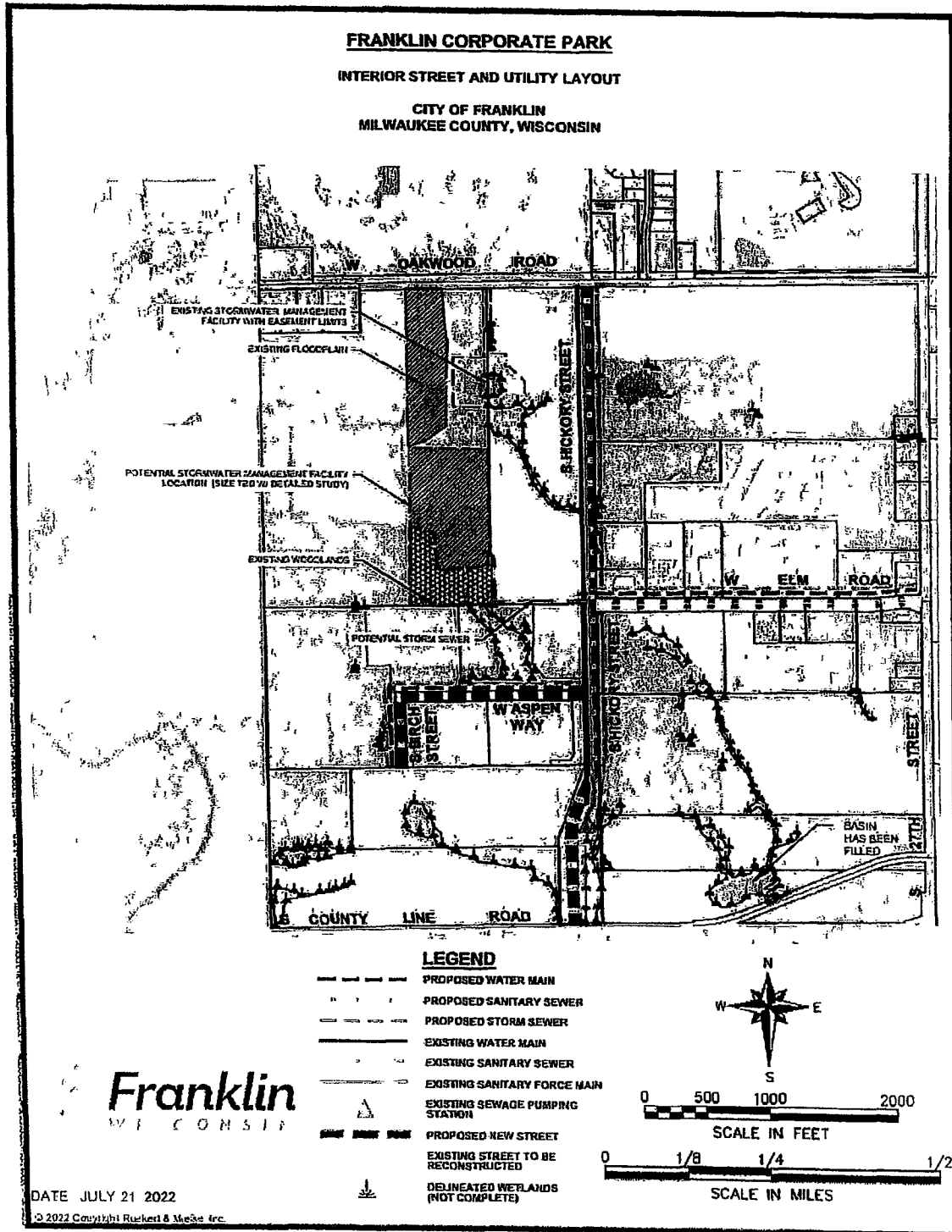


TABLE 2

**City of Franklin, WI**  
**TAX INCREMENTAL FINANCING (TIF) - Subsequent Generation**

**Milwaukee County Revenues - Post TID Closure**

DEVELOPMENT INVESTMENT PROJECT	Wangard	HSA	Saputo	Biller
Acres	42.96	17.45		
Bldg Sq Ft	235,000	271,780	310,485	650,000

CONSTRUCTION YEAR	Actual Total	Plan Investment	Plan Investment Running Total	Projects Investment Running Total
2027		25,000,000	25,000,000	
2028		13,650,035	38,650,035	
2029		16,650,035	55,300,070	
2030		13,650,035	68,950,105	
2031		12,870,033	81,820,138	
2032		11,700,030	93,520,168	
2033		11,700,030	105,220,198	
2034		11,700,030	116,920,228	
2035		11,700,030	128,620,258	
2036				
2037				
2038				
2039				
<b>Increment Generation</b>		<b>128,620,258</b>		

PERMANENT ANNUAL MILWAUKEE COUNTY REVENUE (0.43% X tti incmtm) 586,950 553,067



TABLE 3

**TID 8 Current Project Investment 8-5-22**

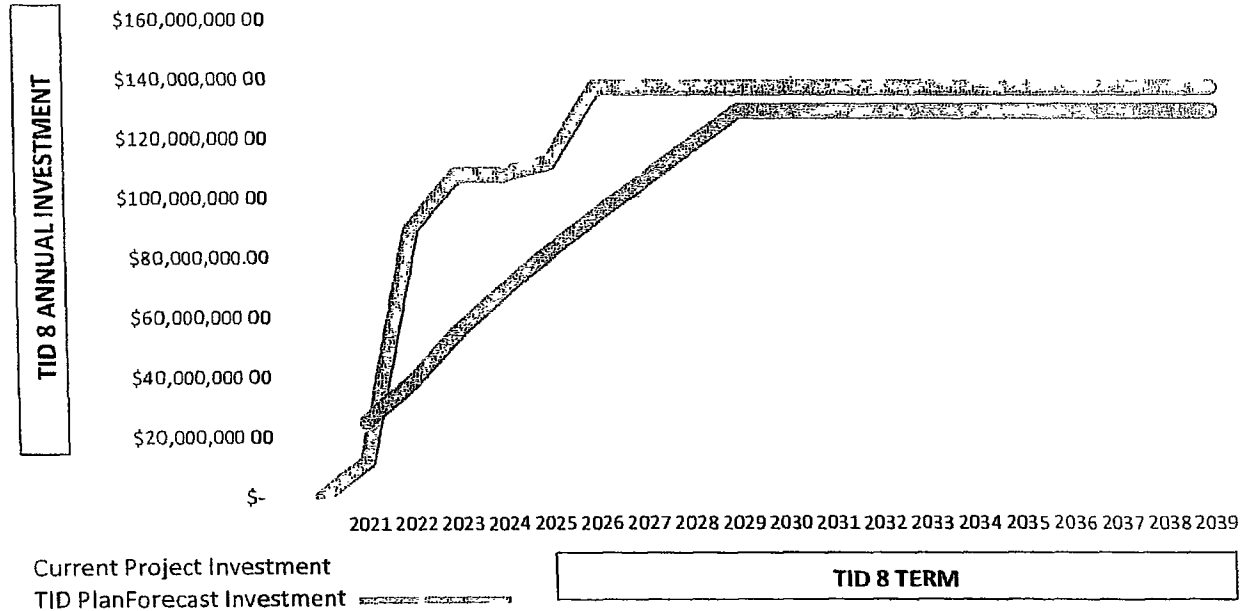
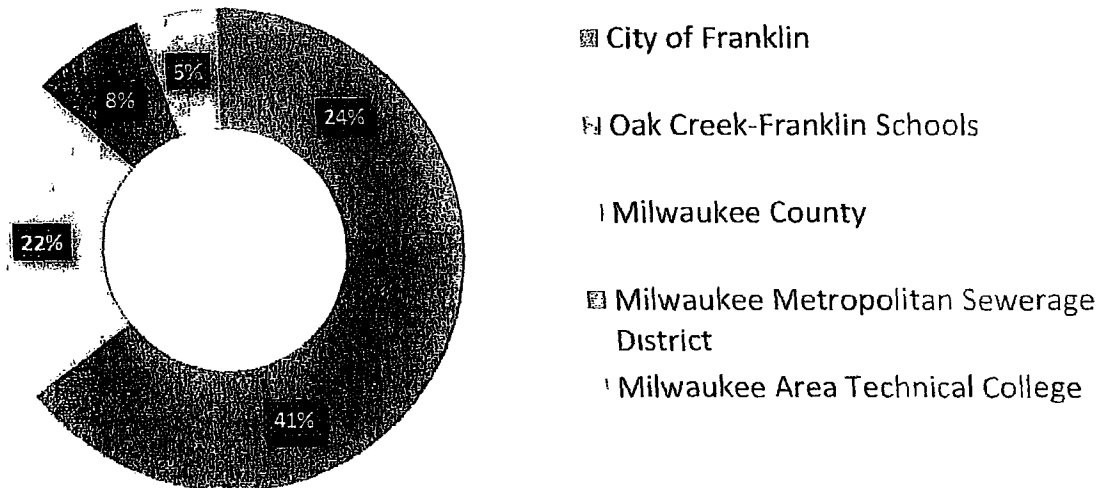


TABLE 4

**TAXING DISTRICT REVENUE SHARES**



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

---

WHEREAS, the City of Franklin, Milwaukee County, Oak Creek-Franklin School District, and Milwaukee Area Technical College (MATC) jointly make up the Joint Review Board which created Tax Incremental Financing District #8 (TID #8) in 2020;

WHEREAS, TID #8 is being developed as a corporate business park to allow for approximately \$125 Million in new property value within the district;

WHEREAS, development in TID #8 will benefit all overlapping taxing entities, including the City of Franklin, Milwaukee County, Oak Creek-Franklin School District, MATC, and Milwaukee Metropolitan Sewerage District (MMSD);

WHEREAS, there is a significant need for storm water solutions in TID #8 to make public infrastructure, including a reliable, sustainable connection to I-94 and main thoroughfares of the new Hickory Road and substantial improvements to Elm Road, a reality to develop the corporate park as planned, to maximize the benefit to all taxing entities;

WHEREAS, Milwaukee County owns land adjacent to the corporate park that is a strong option to contribute to the needed storm water solution in the area; and

WHEREAS, it is in the best interest of all taxing entities involved for the City and County to collaborate and work together on the storm water solution to ensure the success of the corporate park

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Mayor is hereby directed to work with Milwaukee County elected officials, commissions, and staff, in conjunction with other related programs and entities, including the MMSD Greenseams Program to obtain land, or access to land, for storm water purposes in/near TID #8.


Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of May, 2022 by Alderman Hanneman.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 17th day of May, 2022


APPROVED:

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

ATTEST

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

AYES. 6      NOES 0      ABSENT 0

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE August 15, 2023
Reports & Recommendations	<p align="center"><b>A Resolution Authorizing the Installation of a Fence Within the 20-foot Drainage Easement Upon Lot 6, Woodbury Estates, being a subdivision of the SW 1/4 of the SW 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin</b></p> <p align="center"><b>(7247 W. Woodbury Drive) (Tax Key No. 791-0195-000)</b> <b>(David Hensley, Applicant)</b></p>	<p><b>ITEM NO.</b> Ald. Dist. 5</p> <p align="center"><b>G.15.</b></p>

**BACKGROUND**

Staff received a request to install a 4- foot wood picket fence within a 20-foot drainage easement, on the south property line of 7247 W. Woodbury Drive. The said fence will be installed 3 feet, plus or minus north of the said south property line.

The proposed fence will encroach the 20-feet drainage easement on 7247 W. Woodbury Drive. See Exhibit A.

**ANALYSIS**

Staff is agreeable to allow the fence to be installed within the easement if the property owner is fully responsible for repair and/or replacement if the said drainage easement should need to be accessed for improvement or maintenance purposes.

The resolution provides that:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

**OPTIONS**

Approve or Deny

**FISCAL NOTE**

None

**RECOMMENDATION**

Resolution 2023-\_\_\_\_\_ a resolution to authorize the installation of a fence within the 20-foot drainage easement, upon Lot 6, in Woodbury Estates Subdivision (7247 W. Woodbury Drive) (Tax Key No. 791-0195-000) (David Hensley, applicant).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT DRAINAGE EASEMENT UPON LOT 6, WOODBURY ESTATES, BEING A SUBDIVISION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (7247 W. WOODBURY DRIVE) (TAX KEY NO. 791 0195 000) (HENSLEY, DAVID, APPLICANT)

---

WHEREAS, the Woodbury Estates Subdivision Plat prohibits the building of structures within the 20-foot "public utility easement," described thereon; and

WHEREAS, David Hensley, property owner, having applied for an installation of a 4-foot wood picket fence, located at 7247 W. Woodbury Drive, zoned R-6 Residential, bearing Tax Key No. 791-0195-000, more particularly described as follows:

LOT 6, WOODBURY ESTATES, BEING A SUBDIVISION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;  
and

WHEREAS, the fence would encroach on the 20-foot "Drainage Easement" (Exhibit C) located on the south property line; and

WHEREAS, the 20-foot "Drainage Easement" restrictions upon the Final Plat of Woodbury Estates 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 owner's request (Exhibit D), for the encroachment at the 20-foot drainage 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 and potential interference with the stormwater runoff.

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 David Hensley, on August 9, 2023, be and the same is hereby authorized and approved and that the "Drainage Easement" restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

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 \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

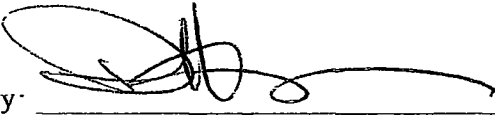
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

Exhibit A  
Acceptance

The undersigned, DAVID HENSLEY, applicants of the property located at 7247 W WOODBURY, Franklin, Wisconsin 53132, Tax Key No. 791-0195-000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2023-\_\_\_\_, and that in consideration of the making of such grant to allow the installation of FENCE within the public water main easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2023-\_\_\_\_, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 2023

Property owner

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

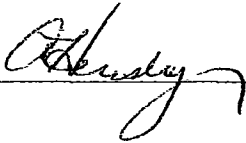
By:  \_\_\_\_\_

Exhibit B

MORTGAGE HOLDER CONSENT

The undersigned, EDUCATORS CREDIT UNION, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 17<sup>th</sup> December, 2020, as Document No. 11057273 hereby consents to the execution of the foregoing Resolution No. 2023-\_\_\_\_\_, authorizing the installation of the signs within the 20-foot public water main easement.

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

**EDUCATORS CREDIT UNION**  
**1400 N. Newman St.**  
Racine, Wisconsin 53406  
a Wisconsin Banking Corporation

Educators Credit Union  
Name of Wisconsin Banking Corporation typed or printed

By: Breanna All

Breanna Schwertke, Branch Manager  
Print Name & Title

STATE OF WISCONSIN )  
                                  s.s.  
COUNTY OF MILWAUKEE )  
                                  Racine

On this, the 9th day of August 2023, before me, the undersigned, personally appeared Breanna Schwertke, the Branch Manager of ECU, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name Arlinda Alimi Aliu  
Notary Public  
State of Wisconsin  
County of Racine  
My commission expires on: 7/5/24

ARLINDA ALIMI-ALIU  
Notary Public  
State of Wisconsin

EXHIBIT C

**METROPOLITAN ENGINEERING, INC.**  
**ENGINEERS — LAND SURVEYORS**  
 20875 CROSSROADS CIRCLE, SUITE 150 WAUKESHA, WI 5  
 (414) 782-2221 FAX 782-4426

Post-It® Fax Note 7871

To	Angle
Co./Dept.	
Phone #	
Fax #	262.534.2991

**PLAT OF SURVEY**

**ORDERED FOR:** Creative Homes, Inc.

**LOCATION:** 7247 Woodbury Drive, Franklin

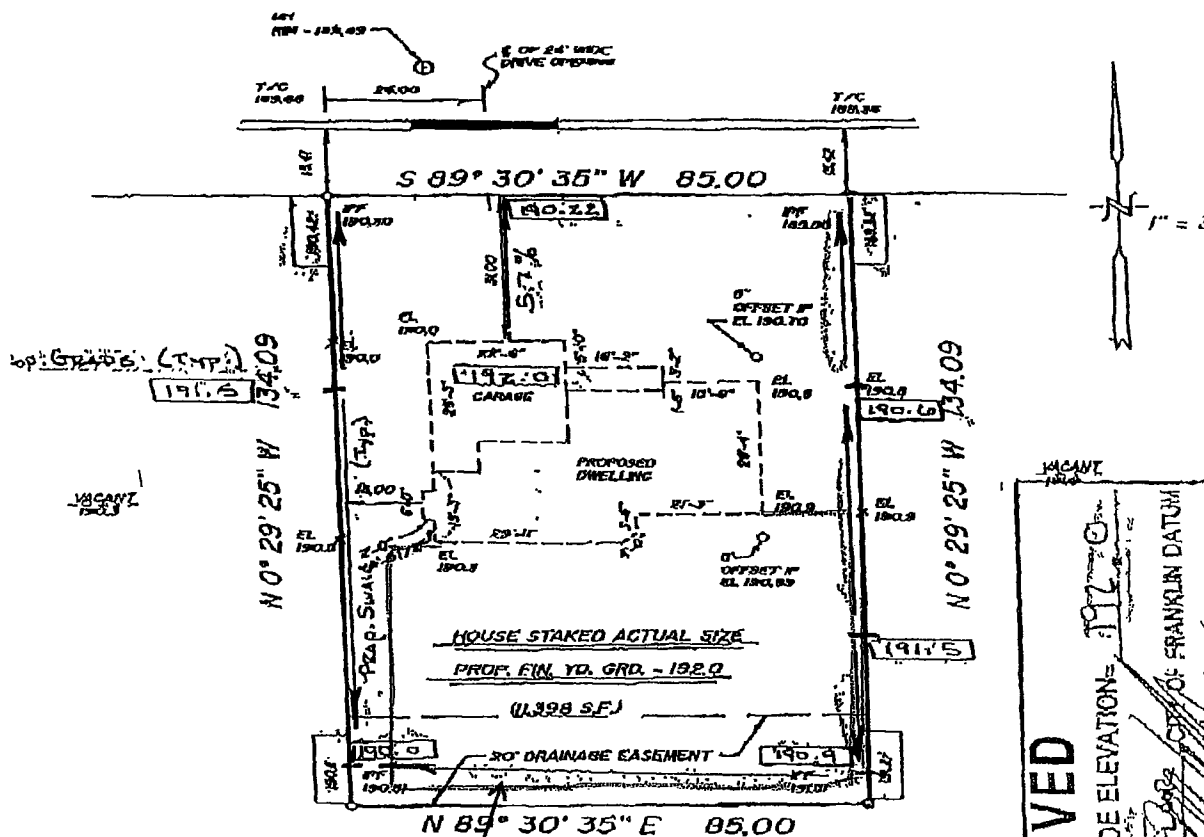
**LEGAL DESCRIPTION:** Lot 6, WOODBURY ESTATES, being a subdivision of the SW 1/4 of the SW 1/4 of Section 10, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin.

August 30, 1990

Survey No. 900378



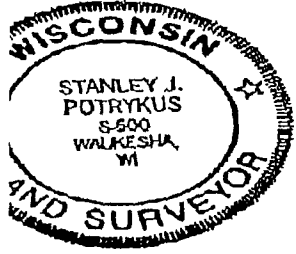
WOODBURY DRIVE (60')



**APPROVED**  
 WISHED GRADE ELEVATION = 192.0  
 OFFICE OF FRANKLIN DATUM

**PROPOSED 4-FT  
 WOOD PICKET FENCE**

I hereby certify that I have surveyed the above described property and the above map is a true representation of the same and shows the site and location of the property, its exterior boundaries, the location of all buildings, structures and all other improvements thereon, boundary lines, apparent measurements, roadway and visible encroachments. This survey is made for the present owners of the property, and also those who purchase, mortgage, or guarantee the interest within one (1) year from date hereof.



Post-It™ brand fax transmittal memo 7671 # of pages ▶ 1

To	Landcraft Survey	From	Angie Hensley
Co	Bill Henricks	Co.	FUTZ
Dept		Phone #	(262) 534-5848
Fax #	414.262-0177		(414) 427-0952

MEYOR S-500  
 Days after 6p



## EXHIBIT D

Attn. Mr Glen Morrow, City Engineer

Dear Mr Morrow,

I am in the process of applying for a permit to repair and/or replace my cedar fence at my current address which is 7247 W. Woodbury Dr. here in Franklin. The permit has been placed on hold due to the drainage easement at the aforementioned address.

I am trying put back exactly what is there in the exact same position on the property and still being told that I need to request permission for an encroachment. My issue is that I was granted that at one point for my original fence, which is shown in the file of my property and then also at a later date, granted another encroachment for the placement of a shed (This is also shown in that same file.) That permission for the shed was approved by you.

I am being told that you might allow me to do the project, which after many years of maintenance is now requiring replacement. There are some posts that are broken and areas where the fence is falling due to tree growth. I initially contacted companies about just repairing my existing fence but none are willing to do just repair for liability reasons I respectfully request that permission would be granted by you so that it is not necessary to go through the entire formal process of the City Council meetings and allow me to maintain the beauty of my property.

Thank you in advance for your time and consideration.

I may be reached at 414-791-3027 if this requires further discussion


Best Regards,

David Hensley

Dhensley1018@gmail.com

414-791-3027

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> August 15, 2023
Reports & Recommendations	<b>A Resolution for raSmith, Inc. to provide Design Services at Water Tower Park- 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$42,050</b>	<b>ITEM NO.</b> G.16.

**BACKGROUND**

In November 2021, the Franklin Parks Commission considered proposals from multiple consultants for design and planning of a yet to be located or established southwest park. R.A. Smith, Inc. (raSmith) was selected as the preferred firm. None of those design efforts have commenced for a variety of reasons. Meanwhile, development of the Water Tower Park at 8120 S. Lovers Lane Road (TKN 801-9986-000) have progressed with the development of plans for water towers, removal of invasive trees on the site, and involving Root Pike WIN to aid with the environmental features. At the August 8, 2022 Parks Commission meeting, a recommendation was made to Common Council that raSmith be obtained to provide a park development plan for Water Tower Park. The request was not forwarded to Common Council as funding for purchase of another park was transpiring.

The design of Water Tower Park was adopted in the 2023 budget. The rebid of the water tower is commencing and it is hoped that the design may still take place in 2023 with construction occurring in 2024-2025 and the park opening would coincide with the end of the 2-year water tower construction schedule.

**ANALYSIS**

Staff encourages that this design and construction work start immediately to coincide with the construction of the water tower and efforts on the wetland restoration. Ideally, the design and construction work for parking areas, restrooms, walkways, benches, and other amenities would coincide/harmonize with the wetland restoration. The wetland restoration efforts could be fully established when the water tower construction is completed in 2024 and opens the site to the public.

As Staff and the Parks Commission discovered in the evaluation for park amenities related to a southwest park, raSmith has demonstrated qualifications for development of parkland. In addition, raSmith is familiar with the Water Tower Park in that they provided the wetland delineation for the City when the land was considered for purchase.

The attached professional services contract provides a scope where raSmith will work with Staff, Parks Commission, and other stakeholders to prepare a conceptual site master plan, obtain permits, and design development and construction documents. It is anticipated that this work would primarily occur in 2023 for construction in 2024-2025.

**OPTIONS**

Approve, Deny, or Modify the raSmith contract.

**FISCAL NOTE**

There is \$100,000 in the 2023 Capital Improvement Plan budget for Water Tower Park (Fund 41). 47% of this effort is eligible for park impact funding. This \$100,000 could also fund wetland work by another consultant to be identified at a future Common Council agenda.

**RECOMMENDATION**

Authorize Resolution 2023-\_\_\_\_ a Resolution for raSmith, Inc. to provide Design Services at Water Tower Park- 8120 S. Lovers Lane Road (TKN 801-9986-000) for \$42,050

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION FOR R.A. SMITH, INC. TO PROVIDE  
DESIGN SERVICES AT WATER TOWER PARK-  
8120 S. LOVERS LANE ROAD (TKN 801-9986-000) FOR \$42,050

WHEREAS, there is parkland owned by the City of Franklin located at 8120 S. Lovers Lane Road (TKN 801-9986-000) that is intended to house two elevated water storage facilities; and

WHEREAS, the Franklin Parks Commission has previously selected raSmith, Inc. to perform wetland delineation services on this parcel and also selected raSmith for design of other park facilities based on qualification proposals; and

WHEREAS, the Franklin Parks Commission has expressed a desire for this parkland to include a restroom and passive park activities that raSmith has experience in the design.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with raSmith, Inc. to design park amenities at Water Tower Park.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and R.A. Smith, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 16745 West Bluemound Road, Suite 200, Brookfield, WI 53005.

## 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 City of Franklin with the Water Tower Park Plan Project;

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 with a plan set for a passive use park that will consist of trails, boardwalks, landscape, benches, a small parking area, a possible disc golf course and prefabricated composting restroom facility, as described in CONTRACTOR's proposal to CLIENT dated August 10, 2023, annexed hereto and incorporated herein as Attachment A.

- A. 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.
- B. 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.
- C. 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, for lump sum fees as follows: 1. Preplanning, Conceptual Site Planning, and Presenting Conceptual Master Plan - \$19,500; 2. Final Design, Permitting and Construction Documents - \$21,800; 3. Reimbursable Expenses Not to Exceed \$750 (allowance); 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 \$41,300 plus \$750 reimbursables= \$42,050. 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 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, Tom Mortensen, PLA, ASLA, R.A. Smith, Inc. Site Planner / Landscape Architect / Senior Project Manager- CONTRACTOR's Senior 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:

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$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	\$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  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Worker's Compensation and Employers' Liability	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)	\$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 \_\_\_\_\_.

## **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.

CITY OF FRANKLIN, WISCONSIN

R.A. SMITH, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: John R. Nelson

PRINT NAME: Tom Mortensen, PLA, ASLA

TITLE: Mayor

TITLE: Site Planner/Landscape Architect

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

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

BY: \_\_\_\_\_

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

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

BY: \_\_\_\_\_

PRINT NAME: Danielle Brown

TITLE: Director of Finance and Treasurer

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

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

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



R A Smith, Inc  
221 South 2nd Street  
Milwaukee, WI 53204-1412  
(262) 781-1000 | rasmith.com

## ATTACHMENT A

August 10, 2023

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

Re: Proposal for Water Tower Park Plan  
raSmith Project No.: 3220173

Dear Mr. Morrow:

Thank you for this opportunity to provide the City of Franklin with a proposal for park design services. Our team of Site Planners, Landscape Architects and Engineers have the experience and understanding of developing a wide range of successful park and open space plans for communities throughout the state and are looking forward to assisting the City of Franklin on the development of a passive use park for this site.

### Project Understanding

We understand that the goal of this project is to prepare a plan set for a passive use park that will consist of paved trails, boardwalks, landscape, benches, a small parking area, a possible disc golf course and a prefabricated composting restroom facility. A wetland delineation was recently completed by raSmith and will be used for the design. The City is working with Root-Pike WIN on the wetland planning, design, and enhancements, and we will coordinate the park design with their plans. We will also use the plans for the water tower (by others) for the planning and design of the park. We do not know yet if the site has been surveyed (boundary and topo) but assume that it will be prepared or provided for the purposes of design under a separate agreement, or by others.

### Scope and Approach

#### A. Pre-planning and Project Kick Off

1. Review and evaluate existing plans and any available survey information.
2. Prepare a base map (to scale) showing existing site conditions, property lines and natural features.  
NOTE: Until a topographic map and boundary survey can be acquired, we will use County GIS data for the purposes of conceptual site planning.
3. Conduct a site analysis to understand the terrain, vegetation, access, views and evaluate suitability in key areas for potential passive uses.
4. Meet with the City and Root-Pike WIN to discuss the wetland enhancement and project design if applicable.
5. Prepare a summary of the pre-planning and project kick off process.

#### B. Concept Development

1. Prepare an overall conceptual master site plan showing open space areas, building location, trails, viewsheds, access and parking.

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI | Cedarburg, WI  
Naperville, IL | Irvine, CA



Mr. Glen Morrow, P.E., City Engineer  
City of Franklin  
Page 2 / August 10, 2023

2. Meet with City staff to review the conceptual master site plan and discuss options and refinements
3. Revise and refine conceptual site master plan based on input from City staff and project stakeholders
4. Prepare a color rendering of the conceptual site master plan for presentation purposes.
5. Prepare a summary of the conceptual site master planning process.

C. Present Final Conceptual Master Site Plan

1. Present the conceptual site plan to the Parks & Recreation Committee.
2. Refine conceptual site master plan, if required, based on input received from above meetings.
3. Participate in a Public Open House / Information Meeting with City staff to present the conceptual master site plan. We will coordinate with City staff on the meeting format, handouts, and protocols for the public meeting.
4. Prepare a summary of the presentations to the Park & Recreation Committee and the Public Open House / Information Meeting

D. Permitting

1. Coordinate permits for site work, including NOI, DSPS and any related DNR permits needed for the boardwalks or trails through wetlands. We understand the city has already acquired the permits needed from WisDOT for driveway access to HWY 100 / Lover's Lane.  
NOTE: All applicable permit fees will be billed as a reimbursable expense.

E. Design Development and Construction Documents

1. Prepare final site plans for the park, including grading and erosion control, utilities, landscape, paving, trails and boardwalks, amenities and stormwater management for the parking area if necessary. It is assumed that all natural area planting and management will be designed by Root-Pike WIN, and that the boardwalks will be simple wood framing / planking sitting on pads (no footings into wetlands).
2. Prepare details and specifications / notes (on plan sheets – no project manual).
3. Prepare base signage design and verbiage for signage along trail system.
4. Work with the City to select a prefabricated restroom building and coordinate the design and specs with the vendor.
5. Prepare a construction cost estimate for the development of the park improvements
6. Prepare front end bid documents per the city requirements and format. We are assuming the City will be bidding the project, conducting pre-bid and pre-con meetings, and construction administration services

**Completion Schedule**

We will work with the City staff to establish an acceptable schedule and milestones that will be mutually agreed upon prior to beginning work. It is understood at this time the City will want to bid the project in winter 2023-24 for construction in 2024

# Smith

Mr. Glen Morrow, P.E., City Engineer  
City of Franklin  
Page 3 / August 10, 2023

## Professional Fee Estimate

The above services will be completed for the following lump sum fees

Pre-planning, Conceptual Site Planning, and Presenting Final Conceptual Design - \$19,500  
Final Design, Permitting and Construction Documents - \$21,800

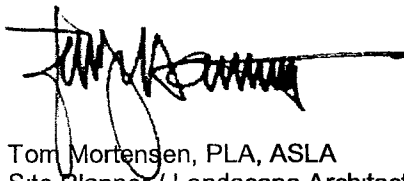
Reimbursable expenses, such as mileage, printing, materials, permit fees, etc. will be invoiced at cost. We estimate these costs not to exceed \$750 (allowance).

## Client Responsibilities/Assumptions

- A The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 180 days
- B The City of Franklin to provide any available site data / information available that is specific to this site.
- C There are no additional services, such as site survey, geotechnical engineering, architectural, ecological, MEP, structural, grant funding requests or construction administration included in this proposal.
- D All ecological, natural and wetland planting design and management design by others (Root-Pike WIN).
- E We understand that there may be endangered / threatened species on this site, and any archeological concerns are unknown at this time – any coordination with agencies having jurisdiction are not included in the above scope and will be billed on a time-and-expense basis, if necessary.

Thank you again for the opportunity to provide a proposal for professional services. We look forward to working with the City of Franklin on this project.

Sincerely,  
raSmith



Tom Mortensen, PLA, ASLA  
Site Planner / Landscape Architect  
Senior Project Manager

bth P:\3220173\Contract\EP 230810 Morrow\_Water Tower Park Plan.docx

<p>APPROVAL ✱</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Aug 15, 2023</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>July 2023 Monthly Financial Report</p>	<p>ITEM NUMBER G.17.</p>

**Background**

The July 2023 Financial Report is attached.

The Finance Committee has not reviewed this report.

The Director of Finance & Treasurer will be available to answer any questions.

**Note**

Additional reports can be requested of the Director of Finance & Treasurer at a later date.

**COUNCIL ACTION REQUESTED**

Receive and place on file.



Date August 15, 2023  
To Mayor Nelson and Common Council Members  
From Danielle Brown, Director of Finance & Treasurer  
Subject July 2023 Financial Report

Starting this position in June, 2023 put me in a position where maintaining balance within the department and learning the tasks at hand have been important. Diving directly into the budget calendar has attributed to a large portion of the finance department's managed time on a daily basis. Managing required deadlines has been a top priority. As I work through my first budget within the City of Franklin, my goal is to maintain integrity and transparency for the Mayor, the Common Council members, and the constituents within the City.

The July 2023 financial reports for the General Fund and Debt Service Fund are attached.

**GENERAL FUND** revenues of \$21 million are \$1.5 million under budget. Final property tax settlements are being reported in the August property tax settlement.

Ambulance resources, the school liaison officer, and fire inspection fees are rather strong this year (\$52,500 over budget). Investment income was \$706,469 over budget with continued high rates of return. This is a temporary new resource to consider moving into 2024.

Year to Date expenditures of \$16.6 million are \$507,397 under spent. Delays in hiring and a decrease in Public Safety expenditures are holding Gen Government under budget. Police vacancies early in the year are working on being filled, but the under spending will stay with us. Salt orders pushed Public Works over budget. The lack of equipment replacement funding has caused Highway vehicle support expenditures to inflate.

A \$4.8 million surplus is favorable to the budget – some excess resources and some under spending.

**DEBT SERVICE** – Debt payments were made March and September as required. There has not been any G.O. Debt issued since 2021. There is a projected \$6.3 million borrow later this year.



**City of Franklin**  
**2023 Financial Report**  
**General Fund Summary**  
**For the Seven months ended July 31, 2023**

<b>Revenue</b>	<b>2023 Annual Budget</b>	<b>2023 Amended Budget</b>	<b>2023 Year-to-Date Budget</b>	<b>2023 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
Property Taxes	\$ 20,467,400	\$ 20,467,400	\$ 17,702,434	\$ 15,886,490	\$ (1,815,944)
Other Taxes	556,900	556,900	268,512	205,993	(62,520)
Intergovernmental Revenue	1,902,200	1,902,200	1,181,579	776,198	(405,381)
Licenses & Permits	1,270,100	1,270,100	730,343	770,675	40,333
Law and Ordinance Violations	415,000	415,000	267,015	233,877	(33,138)
Public Charges for Services	2,556,000	2,556,000	1,372,122	1,362,655	(9,467)
Intergovernmental Charges	330,900	330,900	167,907	220,407	52,500
Investment Income	221,575	221,575	119,911	826,379	706,469
Sales of Capital Assets	1,500	1,500	962	-	(962)
Miscellaneous Revenue	149,000	149,000	78,393	102,913	24,520
Refund/Reimbursement - Elec	-	-	-	-	-
Transfer from Other Funds	1,060,500	1,060,500	658,313	618,625	(39,688)
<b>Total Revenue</b>	<b>\$ 28,931,075</b>	<b>\$ 28,931,075</b>	<b>\$ 22,547,491</b>	<b>\$ 21,004,212</b>	<b>\$ (1,543,279)</b>

<b>Expenditures</b>	<b>2023 Annual Budget</b>	<b>2023 Amended Budget</b>	<b>2023 Year-to-Date Budget</b>	<b>2023 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
General Government	\$ 3,359,803	\$ 3,382,547	\$ 2,068,359	\$ 1,999,773	E \$ 68,586
Public Safety	19,298,556	19,425,082	11,172,726	10,859,707	E 313,019
Public Works	4,374,891	4,394,871	2,345,263	2,465,166	E (119,903)
Health and Human Services	730,136	730,136	395,490	383,337	12,153
Other Culture and Recreation	390,428	393,753	216,724	159,356	57,368
Conservation and Development	671,261	685,526	376,100	323,336	E 52,764
Contingency and Unclassified	2,595,000	2,595,000	53,146	166,486	(113,341)
Anticipated underexpenditures	-	-	-	-	-
Transfers to Other Funds	11,000	11,000	-	-	-
Encumbrances	-	-	-	(236,752)	236,752
<b>Total Expenditures</b>	<b>\$ 31,431,075</b>	<b>\$ 31,617,915</b>	<b>\$ 16,627,808</b>	<b>\$ 16,120,411</b>	<b>\$ 507,397</b>
Excess of revenue over (under) expenditures	(2,500,000)	(2,686,840)	<u>\$ 5,919,683</u>	4,883,801	<u>\$ (1,035,882)</u>
Fund balance, beginning of year	11,369,816	11,369,816		11,369,816	
<b>Fund balance, end of period</b>	<b>\$ 8,869,816</b>	<b>\$ 8,682,976</b>		<b>\$ 16,253,617</b>	


E Represents an encumbrance for current year from prior year

**City of Franklin  
Debt Service Funds  
Balance Sheet  
July 31, 2023 and 2022**

	<b>2023</b>	<b>2023</b>	<b>2023</b>	<b>2022</b>	<b>2022</b>	<b>2022</b>
	<b>Special</b>	<b>Debt</b>	<b>Total</b>	<b>Special</b>	<b>Debt</b>	<b>Total</b>
<b>Assets</b>	<b>Assessment</b>	<b>Service</b>		<b>Assessment</b>	<b>Service</b>	
Cash and investments	\$ 198,142	\$ 725,987	\$ 924,130	\$ 191,112	\$ 1,703,187	\$ 1,894,299
Taxes receivable	(2,684)	-	(2,684)	-	-	-
Accounts receivable	-	-	-	-	-	-
Accrued interest receivable	-	-	-	-	-	-
Internal Advances to TIF Districts	-	-	-	-	-	-
Special assessment receivable	10,662	-	10,662	10,662	-	10,662
<b>Total Assets</b>	<b>\$ 206,120</b>	<b>\$ 725,987</b>	<b>\$ 932,108</b>	<b>\$ 201,774</b>	<b>\$ 1,703,187</b>	<b>\$ 1,904,961</b>
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 10,662	\$ -	\$ 10,662	\$ 10,662	\$ 1,100,000	\$ 1,110,662
Unassigned fund balance	195,459	725,986	921,445	191,112	603,186	794,297
<b>Total Liabilities and Fund Balance</b>	<b>\$ 206,121</b>	<b>\$ 725,986</b>	<b>\$ 932,107</b>	<b>\$ 201,774</b>	<b>\$ 1,703,186</b>	<b>\$ 1,904,959</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Seven months ended July 31, 2023 and 2022**

	<b>2023</b>	<b>2023</b>	<b>2023</b>	<b>2023</b>	<b>2022</b>	<b>2022</b>	<b>2022</b>
	<b>Special</b>	<b>Debt</b>	<b>Year-to-Date</b>	<b>Original</b>	<b>Special</b>	<b>Debt</b>	<b>Year-to-Date</b>
<b>Revenue:</b>	<b>Assessment</b>	<b>Service</b>	<b>Actual</b>	<b>Budget</b>	<b>Assessment</b>	<b>Service</b>	<b>Actual</b>
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Special Assessments	-	-	-	2,000	2,118	-	2,118
Investment Income	4,347	17,801	22,148	6,100	3,144	4,335	7,479
Bond & Note Premium	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>4,347</b>	<b>1,117,801</b>	<b>1,122,148</b>	<b>1,108,100</b>	<b>5,262</b>	<b>1,104,335</b>	<b>1,109,597</b>
<b>Expenditures:</b>							
Debt Service							
Principal	-	1,035,000	1,035,000	1,035,000	-	970,000	970,000
Interest	-	67,263	67,263	120,738	-	138,956	138,956
Bank Fees	-	1,600	1,600	1,600	-	1,600	1,600
<b>Total Expenditures</b>	<b>-</b>	<b>1,103,863</b>	<b>1,103,863</b>	<b>1,157,338</b>	<b>-</b>	<b>1,110,556</b>	<b>1,110,556</b>
Transfers in	-	108,862	108,862	-	-	288,578	288,578
Transfers out	-	-	-	-	-	-	-
<b>Net change in fund balances</b>	<b>4,347</b>	<b>122,801</b>	<b>127,148</b>	<b>(49,238)</b>	<b>5,262</b>	<b>282,357</b>	<b>287,619</b>
Fund balance, beginning of year	191,112	603,186	794,297	794,297	185,850	320,829	506,678
<b>Fund balance, end of period</b>	<b>\$ 195,459</b>	<b>\$ 725,986</b>	<b>\$ 921,445</b>	<b>\$ 745,059</b>	<b>\$ 191,112</b>	<b>\$ 603,186</b>	<b>\$ 794,297</b>

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> August 15, 2023
<b>REPORTS AND RECOMMENDATIONS</b>	<p>A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 9 [creation thereof in process] Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>Aldermanic District 1</b> <b>ITEM NUMBER</b>  <p>G.18.</p>

Annexed hereto is a copy of the above-entitled agreement. The Engineering Department is awaiting an updated improvements costs budget from developer representatives for Engineering Department's review at the time of this writing.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Legal Services Dept.: jw

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STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 8/10/23*

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX  
INCREMENTAL DISTRICT NO. 9 [creation thereof in process] DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND  
CARMA LABORATORIES, INC. (DEVELOPER)  
225,000 SQUARE FOOT CORPORATE HEADQUARTERS BUILDING  
AT NORTHEAST CORNER OF WEST RYAN ROAD AND SOUTH  
76TH STREET (PROJECT)

---

WHEREAS, the City has been in communications with Carma Laboratories, Inc. for the development of a new corporate headquarters property within the City, the existing Carma Laboratories, Inc. facilities properties having been in operation within the City for decades and decades, and now in the need for expansion; and the City having considered the requested municipal involvement to provide for the development, and the opportunities provided for addressing same within a tax incremental development district, as has and is being done by municipalities throughout the State; and

WHEREAS, the City is in the process of creating Tax Incremental District No. 9 to accomplish same, Carma Laboratories, Inc. proposing a 225,00 square foot corporate headquarters building development on property it owns at the northeast corner of West Ryan Road and South 76th Street, as well as dividing that property to provide for two commercial use properties; and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and maintain existing jobs and create new jobs within the City, for the potential Tax Incremental District No. 9 and upon the property owned by Carma Laboratories, Inc. therein, and the City finds that the development of the project and the fulfillment of the terms and conditions of a Development Agreement, subject to the creation of the tax incremental district, will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc., in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 9 Development Agreement.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a Memorandum of Agreement in a form in substantial conformance with [Exhibit F] of the Tax Incremental District No. 9 Development Agreement 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 \_\_\_\_\_, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

ATTEST:

\_\_\_\_\_  
John R. Nelson, Mayor

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

**TAX INCREMENTAL DISTRICT NO. 9  
DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF FRANKLIN AND  
CARMA LABORATORIES, INC. (Developer)  
225,000 SQUARE FOOT CORPORATE HEADQUARTERS BUILDING  
AT NORTHEAST CORNER OF WEST RYAN ROAD AND SOUTH 76th STREET**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is entered into as of August \_\_\_\_, 2023, by and between **CARMA LABORATORIES, INC.**, a Wisconsin corporation, its successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

**RECITALS**

The City and Developer acknowledge the following:

- A. Developer is a lip balm manufacturer founded and operating within the City since 1937 and now shipping products to more than 65 countries. Developer desires to develop and operate from a new corporate headquarters from a vacant land site that it owns at the northeast corner of West Ryan Road and South 76th Street in the City, which site is legally described in **Exhibit A** attached hereto (the "Property").
- B. The City intends to create Tax Incremental District No. 9, City of Franklin, Wisconsin (the "District") as a mixed-use development district, which District will include the Property within its boundaries. The City is in the process of preparing a plan for redevelopment within the District (the "Project Plan") and intends to create the District on or about October 17, 2023, pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law").
- C. Developer plans on constructing an approximately 225,000 square foot office/industrial/warehouse building and related improvements on the northern portions of the Property, with an estimated development cost (including all hard and soft costs) of more than \$30 million (the "Project"). Developer's primary objective under this Agreement is to consolidate and expand its business operations to the Project. To assist the City in its creation of the District, however, Developer also has agreed to divide the Property to enable, not only the Project at the north, but also to create two additional lots fronting on West Ryan Road at the south (the "Ryan Lots"), which Ryan Lots shall be available for commercial development. It is acknowledged that development of the Project and the division of the Ryan Lots as described above will be consistent with the Project Plan.
- D. The City desires to encourage economic development, eliminate blight, expand its tax base, retain existing jobs and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.
- E. The development of the Project would not occur without the creation of the District and the financial participation of the City as set forth in this Agreement.

F. The City, pursuant to Common Council action dated August \_\_\_\_\_, 2023, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf and has further approved the issuance of the MROs described herein.

G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

## AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

### ARTICLE I COOPERATION AND CONTINGENCY

The parties acknowledge that, to be able to develop, construct and operate the Project as intended, Developer must obtain all necessary governmental approvals, including but not limited to creation of the District, a certified survey map to divide the Ryan Lots, rezoning of the Property, a special use for the Project, site plan approvals for the Project and the Ryan Lots, and driveway access permits. The City staff will work with Developer in the processing of Developer's applications for governmental use and development approvals required for the Project, including but not limited to, approvals required from government bodies external to the City, such as the Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, the Wisconsin Department of Safety and Professional Services, Milwaukee County and/or the Joint Review Board. All rights and obligations of the City and Developer under this Agreement are contingent upon final approval by all governmental bodies with jurisdiction of all approvals described in this Agreement or otherwise determined to be necessary. In the event that any necessary governmental approval is not obtained, including but not limited to that the District is not created, by November 15, 2023 (or such later date mutually agreed to by the parties in writing), this Agreement shall be deemed null and void and the parties shall have no further rights or obligations hereunder.

### ARTICLE II DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain approximately 225,000 square feet of developed building space and that total development costs expended on the Project (inclusive of all hard and soft costs and personal property) shall be not less than \$30 million. Subject to and conditioned upon the City's timely performance of the City's obligations set forth in Article III below, Developer shall commence construction not later than June 1, 2024 and substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of those plans described on the attached Exhibit B [n b : Plans annexed hereto are as City-Approved subsequent to the execution of this Agreement] for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or



before January 1, 2026 (the "Completion Date"). Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of interior improvements, landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City. The Property shall obtain and maintain a minimum assessed value of \$14,000,000 through the life of the District.

B. The public and private improvements are included within the scope of work for the Project generally described in the attached **Exhibit C** (the "Developer's Improvements"). The public improvements are acknowledged to be public and will be dedicated by Developer to the City, subject to the purchasing of such of Developer's Improvements with the "City Funds" as described in Section IIIB. below. Developer will complete the installation of the Developer's public improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will, upon receipt of all of the City Funds, dedicate same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law. The Developer's public improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Developer's public improvements unless the Developer's public improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Developer's public improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Developer's public improvements and payment to Developer of the City Funds for same as aforesaid, the Developer's public improvements shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer and all contractors and consultants involved in connection with the construction and installation of the Developer's public improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Developer also shall provide to the City, at no additional cost to the City, easements over portions of the Property for access to public sanitary sewer, water and stormwater facilities, provided that such easements may not interfere with the development, construction or operation of the Project or the Ryan Lots by Developer, its owners, tenants and/or successors or assigns.

C. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender and the City, which include the City Funds for same as aforesaid. Developer will provide evidence to the reasonable satisfaction of the City that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed. The City agrees that a letter from Developer's audit firm will be satisfactory evidence of Developer's ability to proceed with the Project.

**ARTICLE III  
CITY ACTIVITIES AND OBLIGATIONS**

A. City shall cooperate with Developer throughout the development and construction of the Project, the Developer's Improvements and the Ryan Lots and the term of this Agreement and shall reasonably promptly review and/or process all submissions, applications and permits in accordance with applicable City ordinances.

B. Developer has provided, and the City has reviewed a budget of an estimated not to exceed \$1,809,000 which sets forth all of the costs for the Developer's Improvements. Developer shall provide the City with a more detailed budget setting forth all of the costs for the Developer's Improvements not later than the earlier of: (i) the date that Developer executes a construction contract for the Project with a general contractor; or (ii) the date the City issues a building permit for the Project. The City shall review and reasonably approve a budget for the Developer's Improvements (as approved, the "Approved Budget"). The approved budget shall not exceed \$1,809,000. Developer shall make all of its records substantiating the costs of the Developer's Improvements available to the City Engineer or designee, including the monthly construction draws and backup information provided by Developer to its construction lender. Such information shall be held and treated as confidential trade secrets and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. In the event that the City receives any request to disclose any information that Developer labelled as confidential, the City shall provide Developer written notice and a copy of such request prior to disclosing the information. In consideration for the Developer's Improvements and as an offset thereto, the City agrees to pay directly to contractors actual costs incurred for Developer's Improvements in an amount not to exceed \$1,809,000 (the "City Funds").

1. The City shall disburse the City Funds in construction draws, not more frequently than once each month, as Developer's Improvements are completed.

2. The City shall disburse City Funds within 20 days following receipt from Developer of a general contractor draw request detailing the work performed and including partial lien waivers from all subcontractors and material suppliers providing work and/or materials therefor, and the City's inspection and approval of the work performed.

3. The City shall not be obligated to fund the final draw request including the balance of the City Funds unless the City has inspected and approved the Developer's Improvements.

C. In consideration of the performance by Developer of its obligations under this Agreement and recognizing that the Project would not occur without funding through the District, the City agrees to be responsible for the timely undertaking of the public infrastructure work generally described below and in the attached **Exhibit D** (collectively, the "City Work") and to pay for the entire expense of such City Work without any cost, special assessment, special charge or other expense to the Property, to Developer or to Developer's successors and assigns, except as expressly set forth in this Agreement and provided that expenses for such City Work are intended to be eligible project costs under the Tax Increment Law and to be

funded as such by tax increment in the District. Pursuant to the terms of this Agreement, the City Work costs shall be specially assessed against the Ryan Lots as set forth in Subsection III.F. of this Agreement

D. The City acknowledges that timely completion of the City Work consistent with this Article III and in a good and workmanlike manner is essential for the construction, completion, occupancy and operation of the Project. The City shall keep Developer reasonably informed during all phases of the design, bidding and construction of the City Work. The City shall undertake reasonable efforts to accommodate Developer's development, construction and operation activities on the Property and for the Project while any City Work remains incomplete, including but not limited to issuing building and occupancy permits for the Project, as available pursuant to applicable City ordinances, rules and regulations and other government laws, rules and regulations. If Developer provides written notice to the City Engineer that (i) any aspect of the Project is being delayed or obstructed due to the pendency of the City Work due to some delay thereof or (ii) any portion of the City Work is not progressing as contemplated in this Agreement, Developer, the City Engineer and the City's contractor(s) shall meet within ten business days of such notice, and the City shall implement (or cause its contractors and/or any other governmental bodies, as appropriate to implement) any reasonable action available to move performance of the City Work forward to completion. The City also shall diligently pursue and enforce all obligations and deadlines set forth in any contracts or agreements relating to the City Work.

E. Not more than 90 days following Developer's commencement of the Project (where commencement means the main building permit issued, contractor for same having been retained by Developer and construction thereof having physically started on the Property), the City shall issue a general obligation bond in the approximate principal amount of \$2,050,000 and with annual installment payments not expected to exceed \$155,000 coming due each year, commencing 2026 and ending 2044 (the "City Bond"), to fund the City Funds.

F. Notwithstanding the foregoing, the City may specially assess against the Ryan Lots, the City's actual costs (\$470,000, as currently estimated and designed) to extend sanitary sewer service to the west along West Ryan Road, as deferred special assessments, subject to the following conditions:

1. The amount of the deferred special assessment against each of the Ryan Lots shall be that portion of the (currently estimated and designed \$470,000) multiplied by a fraction, the numerator of which is the linear frontage of the respective Ryan Lot along West Ryan Road, and the denominator of which is the total linear frontage of the Ryan Lots along West Ryan Road.

2. Such deferred special assessment shall become due and payable only if/when: [a] a building permit is pulled to construct a principal building on the Ryan Lot during the first ten years of the District's life and [b] prior to the building permit being pulled, incremental revenue from the District (not otherwise allocated under this Agreement) has not been generated and received by the City to fund the total amount of the currently estimated and designed \$470,000 sanitary sewer service extension costs. The City agrees, subject to the availability of increment revenue received, after City payments due at the time for the City

Bond, administrative costs, and 50% of the annual principal and interest payments due on a City funding for other District public works projects, that all remaining increment generated in the District (and not otherwise allocated under this Agreement) shall be applied against the \$470,000 sanitary sewer service extension costs.

3. Notwithstanding that the deferred special assessments described in this subsection will have expired if a building permit is not pulled for the Ryan Lots within the first ten years of the District's life, if Developer sells either of the Ryan Lots to an unrelated third party during the last ten years of the District's life, any amount of the deferred special assessments not previously funded with District increment received shall re-attach to the Ryan Lot upon its sale, and Developer shall deliver to the City an executed recordable-form waiver and acknowledgement of the re-attachment of such special assessment as a pre-condition to such sale. If the Ryan Lots have not been sold to an unrelated third party after the 20 year life of the District, any deferred special assessments not funded under 2 above shall re-attach to the Ryan Lots, as applicable thereto, respectively.

4. Developer also acknowledges and agrees that, upon the termination of this Agreement and of the District, the Ryan Lots must be developed and improved consistent with then-applicable City ordinances, resolutions and regulations.

G. As noted in this Article III, the City is relying upon the tax increment to be generated from the Project to repay annual installments due on the City Bond. To ensure that sufficient tax increment is available from the Project to make the annual installment payment due on the City Bond (which payments are not expected to exceed \$155,000 coming due each year commencing 2026 and ending 2044):

1. The City shall not be obligated to issue the City Bond and/or commence any City Work until the Developer has commenced construction of the Project.

2. If the City has timely performed all of its obligations under this Agreement but, during the period commencing on January 1, 2026 and extending through the unexpired life of the District, the Property is not generating tax increment consistent with a \$14,000,000 guaranteed minimum annual assessed value, Developer shall become liable to pay to the City annual differential payments equal to [a] the amount of property taxes that would have been assessed against the Property (not including the Ryan Lots) if the Property were assessed, as of January 1 of the year in question, at \$14,000,000, less [b] the amount of annual property taxes actually paid for that year with respect to the Property. Any amount due under this subsection shall be levied and/or collectible as a special assessment against the Property, and/or also otherwise levied and/or collectible by the remedies set forth in Article IV below. The City shall reimburse Developer for any differential payments actually made by Developer (plus interest at the City's cost of funds) from available tax increment generated from the Property in future years during the unextended life of the District, provided however that tax increment shall only be deemed to be "available" to the extent that it exceeds the amount of all other project costs incurred for the District and otherwise unencumbered or otherwise unspent.

H. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to issue to the Developer a municipal revenue bond in an amount of

\$1,500,000 ("MRO I"). The City shall issue MRO I to the Developer not later than fifteen (15) days following the issuance of a certificate of occupancy for the Project. MRO I shall be issued in substantially the form attached hereto as **Exhibit E**. MRO I shall have a term that extends from its issuance through the life of the District. Installments payments on the MRO will be due and payable on March 1 of each year commencing on the March 1 (or any later date on which the City receives Tax Increment) following the issuance of the MRO I (the "MRO Payment Date"). The amount of the annual payment due on each MRO Payment Date shall be available Tax Increment from the Project. "Tax Increment" shall mean all tax increments (as defined by the Tax Increment Law) collected and retained by the City solely from the Property in a calendar year, less the annual installment payment (if any) due on the City Bond, and City administrative costs. MRO I shall be subject to prepayment in whole or in part at any time at the sole option of the City, without penalty.

I. In addition to MRO I to be issued to Developer under Section H. above, the City agrees to issue to the Developer two additional municipal revenue obligations ("MRO II" and "MRO III", both, together with MRO I may be referred to as the "MROs") if an occupancy permit is issued for a principal building on either of the Ryan Lots within the first ten years of the District's life. The amount of MRO II and MRO III, if issued, shall be 25 percent of any Tax Increment generated from the respective Ryan Lot during the remaining life of the District.

J. EACH OF THE MROS SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY PAYABLE ONLY FROM TAX INCREMENT THAT IS APPROPRIATED BY THE COMMON COUNCIL OF THE CITY FOR THAT PURPOSE. No property or other asset of the City, except Tax Increment generated by the Property appropriated to make payments with respect to the MROs, is or shall be a source of payment of the City's obligations thereunder. The MROs shall not constitute a debt or obligation of the City, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER ANY MROS. THE CITY'S OBLIGATION TO MAKE PAYMENTS ON THE MROS IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE COMMON COUNCIL.

In each year the staff of the City shall include the appropriation of Tax Increment in the City budget as submitted to the Common Council for consideration for the next succeeding fiscal year. If the Common Council determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The City agrees that, subject to annual appropriation of said funds, all funds in the special fund of the District which constitute Tax Increment from the Property, available and remaining after subtracting the City payments due at the time for the City Bond and administrative costs, will be used to make the payments due under the MROs.

IF ON THE FINAL MRO PAYMENT DATE, THERE REMAIN AMOUNTS OUTSTANDING AND UNPAID ON THE MROS, THEN THE REMAINING BALANCE OF PRINCIPAL (MROS DO NOT INCLUDE OR ACCRUE ANY INTEREST EARNED UPON THE PRINCIPAL) OF THE MROS SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL MRO PAYMENT DATE, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS ON THE MROS SHALL TERMINATE. THE CITY SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT OF PRINCIPAL ON THE MROS WHICH REMAINS UNPAID AFTER THE FINAL MRO PAYMENT DATE, AND THE DEVELOPER SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

The City shall have no obligation to make payments on any MROs while the Developer is in default of any of its obligations under this Agreement or if no Tax Increment is available.

K. The City agrees that if: (i) the Developer is not in default of any of its obligations hereunder, (ii) there is Tax Increment available on a MRO Payment Date to make a payment on the MROs, and (iii) the Common Council determines not to appropriate all (up to, but not exceeding the amount of the payment then due) or any portion (if the amount available is less than the amount of the payment then due) of such Tax Increment for such year, then:

1. The City shall not be entitled to subsequently collect and retain any portion of the Tax Increment;

2. If any other tax increment revenue bonds issued by the City to other parties are then outstanding within the District (the "Other Bonds"), the City shall not appropriate any allocable tax increments and make payments on any of the Other Bonds in a greater proportion than the City has done for the Bond (for example, assume that in a given year, the City appropriates only 25% of the available Tax Increment for payment on the Bond; then as to such year, the City shall not appropriate more than 25% of the amount of any tax increments that, under the terms of any of the Other Bonds, are to be made available for such Other Bonds); and

3. Until such time as the City subsequently makes an annual appropriation of all Tax Increment available on a MRO Payment Date toward payments due on the MROs, the City shall not issue any new tax increment revenue bonds similar to the MROs to other parties or as related to other properties within the District.

#### **ARTICLE IV PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES**

Throughout the life of the District, Developer will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that Developer gives the City written notice in advance of initiating any such contest.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the life of the District and for a period of twenty (20) years thereafter (the "PILOT Term"), then the Developer or any successor Developer of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's obligations under this Article IV upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the Developer or any successor Developer fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this Article shall be the obligation of any entity that is the Developer and/or owner, successors and assigns of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon Developers and/or owners, successors and assigns of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or owners of the Property.

Notwithstanding anything herein to the contrary, Developer reserves all rights to contest the amount of any assessment of the Property, provided that, before submitting any contest to the City, Developer shall provide the City at least ten days advance notice.

## **ARTICLE V NO PARTNERSHIP OR VENTURE**

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

**ARTICLE VI  
CONFLICT OF INTEREST**

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

**ARTICLE VII  
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City:           City of Franklin  
                                  9229 West Loomis Road  
                                  Franklin, WI 53132  
                                  Attention: Kelly S. Hersh, Director of Administration  
                                  E-mail: KHersh@franklinwi.gov

With a Copy to:        City of Franklin  
                                  9229 West Loomis Road  
                                  Franklin, WI 53132  
                                  Attention: Karen L. Kastenson, City Clerk  
                                  E-mail: KKastenson@franklinwi.gov

If to the Developer:   Carma Laboratories, Inc.  
                                  5801 West Airways Avenue  
                                  Franklin, WI 53132  
                                  Attention: Alex Scheler, Senior Director of IT  
                                  E-mail: ascheler@carmalabs.com

With a Copy to:        Reinhart Boerner Van Deuren s.c.  
                                  1000 North Water Street, Suite 1700  
                                  Milwaukee, WI 53202  
                                  Attention: Deborah C. Tomczyk, Esq.  
                                  E-mail: dtomczyk@reinhartlaw.com

**ARTICLE VIII  
DEFAULT**



A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder (“Default”):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(e) adopts a plan of complete liquidation of its/his assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the

default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer, or City performance of any Developer obligation to construct the Developer's Improvements under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

## ARTICLE IX MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

1. Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

2. During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the City; and

3. During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

4. Such other insurance as may be reasonably requested by the City.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. Subject to one or more Force Majeure Events as set forth in paragraph F. of this Article, if the Developer does not substantially complete construction of the Project by the Completion Date, then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within one hundred and twenty (120) days following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate the District.

D. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

E. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without

limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

1. The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

2. The negligent or willfully wrongful construction of Developer's Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

3. The negligent or willfully wrongful operation of Developer's Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property during the construction of the Developer's Improvements and any activities in relation thereto.

4. The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

5. The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

F. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely performance of any obligation under this Agreement by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, pandemic or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

G. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

H. All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City. The Developer warrants and represents the accuracy of all such financial reports and information. At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. If a third party requests any information provided by Developer and the City determines that it needs to make such information available as an Open Record, the City shall provide Developer at least 30 days' notice in advance of making the record available. To the extent that the Property is rented and assessed based on the income-approach, during the life of the District, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is customary for the purposes of income-approach property valuation, which information shall be maintained in confidence pursuant to laws and other rules, and provided

that the City acknowledges that information relating to Developer's operating business is not customary for property tax assessment.

I. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement and/or the MROs to the Developer's lender for the Project without the consent of the City. In addition, following substantial completion of the Project, Developer may convey the Property, including but not limited to the Ryan Lots, and/or the MROs to any party without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developership of the Property, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

J. Subject to and conditioned upon the City's timely performance of the City Obligations set forth in Article III above, Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer shall be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the later of: (i) the date of the expiration and closure of the District; or (ii) the date which is twenty (20) years after the date this Agreement is executed.

K. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

L. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

M. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all

or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit F**.

N. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

[Signature page(s) follow.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

**DEVELOPER:**

CARMA LABORATORIES, INC.

By: \_\_\_\_\_  
(Name and Title)

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

STATE OF WISCONSIN    )  
  )ss.  
\_\_\_\_\_ COUNTY        )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, the \_\_\_\_\_ of Carma Laboratories, Inc., to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

**City of Franklin, Wisconsin**

By: \_\_\_\_\_  
John R. Nelson, Mayor

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

By: \_\_\_\_\_  
Danielle L. Brown, Director of Finance and  
Treasurer

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

Attest: \_\_\_\_\_  
Karen L. Kastenson, City Clerk

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



STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named John R. Nelson, Danielle L. Brown and Karen L. Kastenson, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney  
Date: \_\_\_\_\_

This instrument was drafted by:

Deborah C. Tomczyk, Esq.  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202

Jesse A. Wesolowski  
City Attorney, City of Franklin  
11402 West Church Street  
Franklin, Wisconsin 53132

## **EXHIBIT A**

### **Property Legal Description**

South 180 feet of West 260 feet of SW Section 22, Township 5, Range 21, except South 60 feet and W 60 feet.

Address: 7520 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin

West half of SW Section 22, Township 5, Range 21, except South 600 feet

Address: 9410 South 76<sup>th</sup> Street, City of Franklin, Milwaukee County, Wisconsin

**EXHIBIT B**

**City-Approved Plans for the Project**

[*n b* . Plans annexed hereto are as City-Approved subsequent to the execution of this Agreement]

## EXHIBIT C

### Developer's Improvements

[*n.b* : Improvements listed below each denoted as to whether are public or private Improvements]

**1000 LF of 6" (or larger) sanitary lateral to connect the building to the sewer main [private]**

**Vertical drop at RCI connection on the south side of West Ryan Road [public]**

**Tunnel 180' across West Ryan Road [public]**

**20,000 SF seed/blank (includes portion(s) [public] and portion(s) [private])**

**Clearing/erosion control (includes portion(s) [public] and portion(s) [private])**

**Water Main service to connect the building to the water main [private]**

**Sidewalks along South 76th Street in the Milwaukee County right-of-way [public]**

**28-32% for soft costs and contingency (includes portion(s) [public] and portion(s) [private])**

**All of the above equal \$697,400.**

**Off-site roadwork along South 76th Street entrances estimated at \$880,000 [public]**

**plus 32% for soft costs and contingency**

**equals \$1,111,600 for this off-site roadwork**

**only, not including for the other above-stated**

**Developer's Improvements.**

**Total cost of Developer's Improvements to be funded with City Funds equals \$1,809,000.**

**EXHIBIT D**

**City Work**

**Sanitary Sewer Main Extension abutting  
the Ryan Lots along West Ryan Road  
estimated cost of \$470,000**

**EXHIBIT E**

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
COUNTY OF MILWAUKEE  
CITY OF FRANKLIN

MUNICIPAL SPECIAL, LIMITED REVENUE OBLIGATION BOND (“**Bond**”)

Number	Date of Original Issuance	Amount
1	_____, 20__	\$1,500,000

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the “**City**”), promises to pay to Carma Laboratories, Inc. (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of One Million Five Hundred Thousand and no/100s Dollars (\$1,500,000), subject to the terms and provisions of the Development Agreement between the City and Developer, dated as of August \_\_\_\_, 2023.

This Bond shall be payable from all Available Tax Increment that is generated by the Project, less general obligation bond payments and administrative costs due at the time, on March 1 (or on any later date when Tax Increment is received) (the “**Payment Dates**”) until Developer receives the cumulative amount of \$1,500,000.

This Bond has been issued to finance a project within the City’s Tax Incremental District No. 9, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on \_\_\_\_\_, 2023, by the Common Council of the City (the “**Resolution**”). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of August \_\_\_\_, 2023 between the City and the Developer (“**Development Agreement**”). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This Bond shall be payable solely from Available Tax Increments generated by the Property, less general obligation bond payments and administrative costs due at the time, and appropriated by the Common Council to the payment of this Bond (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

The City shall have no obligation to pay any amount of this Bond which remains unpaid after the Final Payment Date. The owner of this Bond shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Common Council to principal payment of this Bond.

At the option of and in the sole discretion of the City, this Bond is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the Common Council, of Tax Increments to make principal payments due on this Bond. In addition, as provided in Article III of the Development Agreement, the total amount to be paid shall in no event exceed the amount set forth above. When that amount of Revenue has been appropriated and applied to payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in the Development Agreement, the City shall have no obligation to make payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of amounts due on this Bond. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This Bond is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned, in whole or in part, only with the consent of the City. Interests in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Franklin has caused this Bond to be signed on behalf of the City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

City of Franklin

(CITY SEAL)

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John R. Nelson, Mayor

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Karen L. Kastenson, City Clerk



**REGISTRATION PROVISIONS**

This Bond shall be registered in registration records kept by the City Clerk of the City of Franklin, Milwaukee County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his or her or its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration

Name of Registered Owner

Signature of City Clerk

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**EXHIBIT F**

**Memorandum of Development Agreement**

Document Number	MEMORANDUM OF DEVELOPMENT AGREEMENT  Document Title
<p><b>THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum")</b> is made effective as of the ____ day of _____, 2023, by and between <b>CARMA LABORATORIES, INC.</b>, a Wisconsin corporation, and/or assigns ("<b>Developer</b>"), and the <b>CITY OF FRANKLIN</b>, a municipal corporation of Milwaukee County, Wisconsin ("<b>City</b>").</p>	
<p><b>WITNESSETH:</b></p> <p><b>WHEREAS</b>, Developer and the City entered into that certain Development Agreement dated as of August ____, 2023 ("<b>Development Agreement</b>") The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and</p>	
<p><b>WHEREAS</b>, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.</p>	
<p><b>NOW, THEREFORE</b>, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows.</p>	
<p>Recording Area</p> <hr/> <p>Name and Return Address</p> <p>City of Franklin Office of the City Clerk 9229 West Loomis Road Franklin, WI 53132 Attn: City Clerk</p> <hr/> <p>PIN</p>	

1. **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above

**DEVELOPER:**

**CITY**

CARMA LABORATORIES, INC

CITY OF FRANKLIN

By: \_\_\_\_\_  
Name:  
Title

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Karen L. Kastenson, City Clerk

STATE OF WISCONSIN     )  
  )ss.  
\_\_\_\_\_ COUNTY     )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN     )  
  )ss  
MILWAUKEE COUNTY     )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named John R Nelson and Karen L. Kastenson, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires. \_\_\_\_\_

This Document was drafted by:  
Deborah C. Tomczyk, Esq  
Reinhart Boerner Van Deuren s c  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

South 180 feet of West 260 feet of SW Section 22, Township 5, Range 21, except South 60 feet and W 60 feet.

Address: 7520 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin


West half of SW Section 22, Township 5, Range 21, except South 600 feet

Address: 9410 South 76<sup>th</sup> Street, City of Franklin, Milwaukee County, Wisconsin

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<b>APPROVAL</b>  	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> August 15, 2023
Reports & Recommendations	<b>A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Improvements with Carma Laboratories, Inc., Located at 9410 S. 76th Street and 7520 W. Ryan Road (TKN 884 9997 000 and 884 9998 000)</b>	<b>ITEM NO.</b> Ald. District #1  <b>G.19.</b>

**BACKGROUND**

Pursuant to the proposed Carma Laboratories, Inc. Headquarters and Tax Incremental District (TID) No. 9 Development Agreement (elsewhere on this agenda), it is necessary to enter into a development agreement for public improvements on the site.

**ANALYSIS**

This agreement provides for the necessary public infrastructure required for the Carma Laboratories, Inc. development which includes off-site roadwork, water main, sanitary sewer system, and sidewalks.

**OPTIONS**

The agreement remains in negotiations subject to the provisions, including but not limited to the charges for services by the City of Franklin, estimated improvement costs, insurance coverage, and legal description. Estimated improvement costs and insurance certificates will be requested and reviewed for conformance with current City requirements.

**FISCAL NOTE**

Typically the City standard form development agreement includes a financial guarantee based on the public improvement estimated costs, because of the unique situation in relation to TID 9 the financial guarantee has been provided for in the TID Development Agreement.

**RECOMMENDATION**

Motion to adopt Resolution No. 2023- \_\_\_\_\_ a resolution authorizing certain officials to execute a development agreement for public improvements with Carma Laboratories, Inc., located at 9410 S. 76th Street and 7520 W. Ryan Road (TKN 884 9997 000 and 884 9998 000), subject to potential changes to the agreement, with the final form and content to be approved by the City Engineer and City Attorney.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS WITH CARMA LABORATORIES, INC., LOCATED AT 9410 S. 76TH STREET AND 7520 W. RYAN ROAD (TKN 884 9997 000 AND 884 9998 000)

WHEREAS, the Developer, Carma Laboratories, Inc., and the City have negotiated and entered into a Tax Increment District (TID) No. 9 Development Agreement; and

WHEREAS, the Developer will make and install, or have made and have installed, any public Improvements reasonably necessary, to wit: off-site roadwork, water system, sanitary sewer system, sidewalks, and storm water management facilities as provided in the TID No. 9 Development Agreement;

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the Carma Laboratories, Inc. development; and

WHEREAS, the Developer is willing to complete the installation of the improvements as provided in the TID 9 Development Agreement and Public Improvements Development Agreement for the Carma Laboratories, Inc. Headquarters.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with Carma Laboratories, Inc.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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



Highlighted sections to be  
discussed at 8/15/2023 Common  
Council meeting

**CITY OF FRANKLIN**

**WISCONSIN**

**DEVELOPMENT AGREEMENT**

**FOR**

**CARMA LABORATORIES, INC. HEADQUARTERS**

**August, 2023**

**DEVELOPMENT AGREEMENT  
FOR  
CARMA LABORATORIES, INC. HEADQUARTERS**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between Carma Laboratories, Inc, a Wisconsin corporation, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City"

WITNESSETH

WHEREAS, the Developer desires to improve and develop and operate a new corporate headquarters on certain lands located at the northeast corner of West Ryan Road and South 76<sup>th</sup> Street in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, the Developer and the City have negotiated and entered into a Tax Incremental District No. 9 Development Agreement dated August \_\_, 2023 (the "TID Agreement") to outline certain rights and obligations of the Developer and the City in connection with the Development, including that the Developer will make and install, or have made and have installed, any public Improvements reasonably necessary, to wit: off-site roadwork, water system, sanitary sewer system, sidewalks, and storm water management facilities and that the City will fund such Improvements; and

WHEREAS, the City believes that the orderly planned development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in and as may be required for the Development, on the terms and conditions set forth in the TID Agreement, this Agreement and the exhibits attached hereto

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1 00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree

1. The legal description of the Development is set forth on attached Exhibit "A"
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E"
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all

of the Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made periodically as the Improvements are completed as provided in TID Agreement and the Improvements Contracts. The total estimated cost of the Improvements is \$1,809,000 as itemized in attached Exhibit "D". All Improvements Costs are funded under the TID Agreement on the terms set forth therein.
5. The following special provisions shall apply:
  - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
  - (b) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
  - (c) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
6. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph, as to any improvement, terminates upon acceptance of that improvement by the City.

- 7 The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
8. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided, however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
- 9 Except as otherwise provided in Paragraph 10 below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
  - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer,
  - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors,
  - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period,
  - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance, or
  - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
- 10 Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.

11 The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City.

12 (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph and has filed certificates thereof with the City

A General/Commercial Liability	\$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	\$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	\$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  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E Worker's Compensation and Employers' Liability	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement

13 The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the

Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 11

- 14 The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer
- 15 Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer
- 16 Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part Developer shall not convey or assign any of its rights or obligations under this Agreement whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages ]







**INDEX OF EXHIBITS  
TO  
DEVELOPMENT AGREEMENT  
FOR  
CARMA LABORATORIES, INC. HEADQUARTERS**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvements Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

**EXHIBIT "A"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**CARMA LABORATORIES, INC. HEADQUARTERS**

South 180 feet of West 260 feet of SW Section 22, Township 5, Range 21, except South 60 feet  
and W 60 feet

Address 7520 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin

West half of SW Section 22, Township 5, Range 21, except South 600 feet

Address: 9410 South 76<sup>th</sup> Street, City of Franklin, Milwaukee County, Wisconsin

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**CARMA LABORATORIES, INC. HEADQUARTERS**

GENERAL DESCRIPTION  
OF  
REQUIRED DEVELOPMENT  
IMPROVEMENTS

Description of improvements required to be installed to develop the Carma Laboratories, Inc. headquarters Development.

- \*S Denotes contract for improvements to be awarded the Developer.
- \*C Denotes contract for improvements to be awarded by the City.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements  
(refer to additional sheets for concise breakdown)

1. Grading and erosion control within the Development in conformance with the approved grading and erosion control plans. \*S
2. Installation of concrete sidewalk to the approved grade and in accordance with present City specifications. \*S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. \*S
4. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. \*S
5. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. \*S

- 6 Water main and fittings on the site and/or easements in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area \*S
- 7 Laterals and appurtenances from sanitary sewer main to the site and/or buildings in accordance with the plans approved by the City Engineer \*S
- 8 Water system and sanitary sewer system as approved by the City Engineer. \*S
- 9 Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer \*S
10. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. \*S
- 11 Street trees. \*C
12. Protective fencing adjacent to pedestrian ways, etc (N A.)
- 13 Engineering, planning and administration services as approved. \*S
- 14 Storm water management facilities as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the approved storm water management plan and/or approved system plan \*S
15. Street lighting and appurtenances along the street right-of-way as determined by the City. \*C
- 16 Street signage in such locations and such size and design as determined by the City \*C
- 17 Title evidence on all conveyances \*S

**EXHIBIT "C"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**CARMA HEADQUARTERS, INC. HEADQUARTERS**

**GENERAL DEVELOPMENT REQUIREMENTS**

I GENERAL

- A. The Developer shall prepare a CSM of the land, plans for Improvements, as-built drawings of the Improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B All Improvements shall be installed in accordance with all City specifications and ordinances.

II. LOT SIZE AND UNIT SIZE

- A. Lots
  - 1. All lots shall be as shown on the final approved CSM

III. WATER SYSTEM

- A. Availability
  - 1 Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B Construction
  - 1. All construction shall be in accordance with the specifications of the City
  - 2. Inspection of the work shall be at the Developer's expense
  - 3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV SANITARY SEWER SYSTEM

- A Components

Sanitary sewerage service through and within the Development shall be provided consistent with the TID Agreement. It shall consist of, without limitation, because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer consistent with the TID Agreement.
2. Laterals shall be laid consistent with the TID Agreement.
3. a) The Developer shall provide for the extension of the sanitary sewer system consistent with the TID Agreement, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.

V STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation, because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The structural design of any retaining wall of three feet in height or more, shall be done by a licensed professional engineer registered in the State of Wisconsin.

D Responsibility of Discharged Water

- 1 The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. EASEMENTS

A. Drainage

- 1 All drainage easements dedicated to the public shall be improved as follows:
  - a) Storm sewer or open channel, unless otherwise agreed upon by the Developer and the City
  - b) Side slopes no steeper than 4:1
  - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
- 2 Pedestrian
  - a) The pedestrian walks shall be concrete or asphalt as required by City Engineer and shall be ten (10) feet wide
  - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VII PERMITS ISSUED

A Building Permits

- 1 No building permits shall be issued until.

- a) The CSM has been recorded.
- b) All Development monuments have been set.
- c) Storm water management facilities have been rough grade certified by the design engineer and approved by the City Engineer

B Occupancy Permits

- 1. No occupancy permits shall be issued until
  - b) The gas, telephone and electrical services have been installed and are in operation.
  - c) The water system is installed, tested and approved
  - d) The site is stabilized and all storm water management facilities have been re-certified and approved by the City Engineer

VIII CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development Improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the Improvements as estimated by the City Engineer at the time of submission of Improvements plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00, a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00, and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000 00 At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such Improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer

- B For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead



**EXHIBIT "D"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**CARMA LABORATORIES, INC. HEADQUARTERS**

**ESTIMATED IMPROVEMENT COSTS**

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be included in Improvements Costs in accordance with Paragraph 4 of this Agreement.

Said costs for the Improvements are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$20,000
Sanitary System	\$351,000
Water System	\$50,000
Storm Sewer System	NA
Off-site roadwork	\$880,000
Sidewalks	\$92,000
Street Lights ( ) @ approximately \$5,000/ea.	NA
Street Signs	NA
Underground Electric, Gas and Telephone	NA
Retention Basin	NA
SUBTOTAL	\$1,393,000
Engineering/Consulting Services	NA
Municipal Services (7% of Subtotal)	NA
Soft Costs and Contingency (32% of Subtotal)	\$416,000
TOTAL:	\$1,809,000

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Glen E. Morrow, City Engineer

**EXHIBIT "E"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**CARMA LABORATORIES, INC., HEADQUARTERS**

<b>ADDITIONAL DEVELOPMENT REQUIREMENTS</b>
--

- 1 The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8 0204A through F of the Unified Development Ordinance
- 2 The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8 0203H 1 through 5. of the Unified Development Ordinance.
- 3 The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
- 4 The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
5. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
6. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange construction fence and silt fence around the environmental natural resource features prior to land disturbing
- 7 Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the City Forester to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands Periodic reports shall be furnished to the City Forester, Planning Manager

and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.

- 8 The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance
- 9 The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer
10. The Developer is responsible for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to final approvals by the City Engineer.
11. Construction Requirements:
  - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
  - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way
  - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.

**EXHIBIT "F"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**CARMA LABORATORIES, INC. HEADQUARTERS**

**CONSTRUCTION SPECIFICATIONS**

The following specifications shall be used for the construction of the various improvements

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets Construction	CITY OF FRANKLIN
Materials Asphalt Aggregate Concrete	CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

Approval H	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/15/23
REPORTS & RECOMMENDATIONS	Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the propert(ies) at the southeast corner of South Oakwood Park Drive and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	Ald. District 4 ITEM NUMBER  G.20.

Department of City Development and Engineering, Administration and Legal Services departments staff will be present at the meeting.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development JR, Legal Services Dept jw

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> August 15, 2023
Reports & Recommendations	<b>Discussion of a W. Puetz Road Pathway from S. 76<sup>th</sup> Street to W. St. Martins Road</b>	<b>ITEM NO.</b> Ald. Dist. 1 & 2 <b>G.21.</b>

**BACKGROUND**

At the August 9, 2023 Board of Public Works (BOPW) meeting, the 2024 Local Street Improvement Program (LSIP) was discussed. Much of the discussion centered around the condition of W. Putez Road from S. 76<sup>th</sup> Street to W. St. Martins Road. This section of road has been submitted multiple times for the transportation improvement program, but this segment of road does not compete well with the other road projects within the Milwaukee urbanized area. The BOPW recommended to do a full pulverization and repaving of this section of roadway for 2024, but also pursue a pathway for the safety of pedestrians and bicycles.

**ANALYSIS**

This 1.3 +/- mile segment of roadway has significant obstacles to widening or adding a separated pathway. Those obstacles include property lines, utilities, vegetation, and wetlands that crowd the roadway in many locations.

Staff is proposing to have a neighborhood meeting and meet with property owners with properties adjacent to the right-of-way to discuss voluntary purchase of additional right-of-way. As a result of these meetings and discussions, a concept plan could be put together for a pathway project. This pathway project could be locally funded or submitted for pathway grants, such as the Transportation Alternative Program (next round due October 27, 2023).

There are 42 parcels along the south side of this road segment and at a glance, there appear to be 11 parcels that might need to sell additional right-of-way if the pathway were to be located on the south side. Similar for the north side, there are 43 parcels with 13 parcels that might need to sell additional right-of-way if the pathway were located on the north side.

Again, utilities are tight, including power poles, and wetland features are in close proximity that would require extensive permitting.

If the neighborhood meetings and individual meetings with the most affected property owners appear promising, Staff would contact a consultant and prepare a contract for this work to be presented before the Parks Commission and the Common Council.

**OPTIONS**

- A. Direct Staff to proceed with contacting neighbors to the W. Puetz Road Corridor.
- B. Direct Staff to proceed with planning for the 2024 LSIP program without consideration of a future pathway.
- C. Other direction to Staff

**FISCAL NOTE**

This Puetz Pathway trail project, with a yet unknown budget, would be eligible for 62% park impact fees.


**RECOMMENDATION**

At the will of the Common Council.

Engineering: GEM

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>08/15/23</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.</b>
<p data-bbox="201 428 1497 506">See attached License Committee Meeting Minutes from the License Committee Meeting of August 15, 2023.</p> <p data-bbox="555 1186 1133 1224" style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p data-bbox="256 1304 1333 1341">Approval of the minutes of License Committee Meeting of August 15, 2023.</p>		


CITY CLERK'S OFFICE



**License Committee Agenda\***  
**Franklin City Hall Health Wing Room**  
**9229 W. Loomis Rd, Franklin, WI**  
**414-425-7500**  
**August 15, 2023 – 5:30 p.m.**

1.	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
2.	<b>Citizen Comment</b>			
3.	<b>License Applications Reviewed</b>		<b>Recommendations</b>	
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:35 p.m.	<b>Luxe Golf Bays – 1<sup>st</sup> Anniversary Fireworks Display</b> Person in Charge: Jimmy Stueck Location: 7065 S Ballpark Dr Date of Event: Friday, 8/18/2023 (Amended application with corrected date and time)			
Extraordinary Entertainment & Special Event 5:40 p.m.	<b>Federation of Croatian Societies, Inc – Pavilion Fundraiser</b> Person in Charge: Tomislav Kuzmanovic Location: 9100-9140 S 76 <sup>th</sup> St Date of Event: Sunday, 9/17/2023			
Operator 2023-2024 New	<b>Claire Almquist</b> Walgreens #15020			
Operator 2023-2024 New	<b>Nicolas Gullo</b> Hideaway Pub & Eatery			
Operator 2023-2024 New	<b>Chad Lehrke</b> Pick'n Save #6360			
Operator 2023-2024 New	<b>Lillian Nicholas</b> Point After Pub & Grille			
Operator 2023-2024 New	<b>Arianna Singer</b> Luxe Golf/Dog Haus/Brick			
Operator 2023-2024 New	<b>Meghan Struck</b> Romey's Place			
Operator 2023-2024 Renewal	<b>Lindsay Safranek</b> Franklin Lioness Lions Club – St Martins Fair			
Class "B" Beer Change of Agent 2023-2024	DBA Marcus Showtime Cinema <b>Marcus Cinemas of Wisconsin LLC</b> 8910 S 102 St Mark Peterson, Sr.			
4.	<b>Adjournment</b>	<b>Time:</b>		

\*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.

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>8/15/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated July 28, 2023 through August 10, 2023, Nos. 193737 through Nos. 193924 in the amount of \$ 2,337,508.47. Also included in this listing are EFT's Nos. 5410 through EFT Nos. 5420, Library vouchers totaling \$ 1,274.39, Water Utility vouchers totaling \$ 1,018,433.89 and Property Tax Refunds in the amount of \$184.00. Voided checks in the amount of \$ (599.00) are separately listed.

Early release disbursements dated July 28, 2023 through August 9, 2023 in the amount of \$ 391,313.08 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 August 11, 2023 is \$ 468,337.36, previously estimated at \$ 650,000. Payroll deductions dated August 11, 2023 are \$ 248,550.99, previously estimated at \$ 400,000.

The estimated payroll for August 25, 2023 is \$ 660,000 with estimated deductions and matching payments of \$ 552,000.

### COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of August 10, 2023 in the amount of \$ 2,337,508.47
- Payroll dated August 11, 2023 in the amount of \$ 468,337.36 and payments of the various payroll deductions in the amount of \$ 248,550.99, plus City matching payments and
- Estimated payroll dated August 25, 2023 in the amount of \$ 660,000 and payments of the various payroll deductions in the amount of \$ 552,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**

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