

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, JANUARY 17, 2023, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements: A Proclamation Naming the Conference Room in the John M. Bennett, P.E. Utility Operations Center (5550 W. Airways Avenue) The “Luther W. Graef, P.E. Conference Room.”
- C. Approval of Minutes: Regular Common Council Meeting of January 3, 2023.
- D. Hearings - A proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 8301 West Old Loomis Road, from Commercial Use and Areas of Natural Resource Features Use to Mixed Use (Wetland Treehouse LLC, applicant; Rawson-Loomis LLC, property owner). The property which is the subject of this application bears Tax Key No. 755-9997-000, consisting of approximately 51.61 acres of land. (A public hearing for this item was opened at the December 20, Common Council meeting and continued to this meeting).
- E. Organizational Business - The Mayor has made the following appointments for Council confirmation:
 - 1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2023.
 - 2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2023.
 - 3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2023.
 - 4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2023.
 - 5. Jeffrey Kuderski, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2023.
- F. Letters and Petitions.
- G. Reports and Recommendations:

Common Council Meeting Agenda

January 17, 2023

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1. A Proclamation Naming the Conference Room in the John M. Bennett, P.E. Utility Operations Center (5550 W. Airways Avenue) the “Luther W. Graef, P.E. Conference Room.”
2. Environmental Commission Recommendation Regarding Common Council Referral of “No Mow May” to the Environmental Commission for Research and Recommendation Back to the Common Council.
3. Request Common Council Approval to Authorize Purchase Agreement for Lifeline/Ford E-450 Type III Ambulance in Approved 2023 Equipment Replacement Fund, and to Allow Additional Purchases of Items Such as 800MHz Mobile Radio and Associated Mounting Brackets and Hardware, Not to Exceed the Approved Appropriation of \$286,000.
4. League of Wisconsin Municipalities Mutual Insurance (“LWMMI”) Presentation on the City’s Liability Insurance by Matt Becker, CEO.
5. Review of Fire & Police Commission Action Regarding the Request to Raise the Maximum Accrual Level for Compensatory Time for the Police Sergeants from 110 Hours to 200 Hours to Mirror the Police Union Accrual Level and Discussion and Possible Action Regarding the Same.
6. Request from the Director of Health and Human Services to increase the .1 FTE Sanitarian position to a .4 FTE Sanitarian position beginning January 18, 2023.
7. Request from the Director of Health and Human Services to sign and continue the Memorandum of Understanding (MOU) with the West Allis Health Department for the Women, Infants and Children Program.
8. Presentation of the 2022 Franklin Health Department Annual Report.
9. Reschedule Common Council Meeting due to the Fourth of July and City Offices Being Closed for the Holiday to July 5, 2023.
10. Establish a Community Document Shredding Event on May 13, 2023 with Sericycle.
11. An Ordinance to Amend Section 15-3.0413 of the Unified Development Ordinance Planned Development District No. 8 (Twin Oaks of Tuckaway) to Revise the District to Add Professional Services as a Permitted Use (Dennis C. Sauer And Lori J. Sauer, Applicants) (Generally at 8482 South 76th Street).
12. A Motion to Authorize Staff to Advertise for Bids for Contracts for the 2023 Local Street Improvement Program Including the Library Parking Lot as an Alternate Bid Option.
13. Substitution of Alternative Insurance Coverage in the Contract for the W. Minnesota Avenue and S. 50th Street Water Main Extension Project with Willkomm Excavating and Grading, Inc.
14. A Resolution to Sign a Waiver of Appraisal for a Temporary Limited Easement in Front of the Franklin Police Department (9455 W. Loomis Road) (TKN 801-9999-001) for a Wisconsin Department of Transportation project on W. Loomis Road (STH 36) from STH 100 to S. 51st Street.
15. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Pleasant View Reserve Subdivision Phase II-A, Located at W. Marquette Avenue and S. 49th Court.

16. A Resolution Authorizing the Installation of the Target Store Parking Pick-up Signs within the 20-Foot Public Watermain Easement Upon Lot 2 of the CSM No. 8000 7800 S. Lovers Lane Road Tax Key No. 794-9999-004 (TLC Sign, Applicant).
17. A Resolution to Amend Resolution No. 2022-7815, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow a 310,485 Square Foot “Office/Light Industrial Flex Space” to Develop a Food Processing Operation, Including the Provision of Materials Delivery, Processing, Packaging and Distribution of Food Products, with Supporting Office and Employee Welfare Facilities upon Property Located on the Eastern Half of the Parcel at the Intersection of West Oakwood Road and South 27th Street (Lot 2 of Certified Survey Map No. 9362), to Extend the Time for Commencement of the Special Use Development [Saputo Cheese USA Inc., Commercial/ Manufacturing Buildings Mixed Use Development].
18. A Resolution to Authorize Amendment 7, to Task Order 5 to Ruckert & Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project for a Professional fee of \$49,795.
19. An Ordinance to Amend the Municipal Code Section 222-3.B. “Fees” to Remove Conflicting fee for Driveways.
20. An Ordinance to Amend the Municipal Code Section 245-3. B. Stops Required to Add Two Stop Signs on Eastbound and Westbound Legs of W. Hilltop Lane at the Intersection of S. 42nd Street
21. Request to Authorize Carry Forward of Unused 2022 Appropriations, for Use in 2023, in the Amount of \$2,917,889.
22. New Housing Fee Report for 2022.
23. Assignment and Assumption of Tax Assessment Agreement (Tax Incremental District No. 6) (Tax Assessment Agreement between Strauss Investments, LLC and City of Franklin dated March 1, 2019, as amended, including the Second Amendment to Tax Assessment Agreement dated March 31, 2020), between Strauss Investments, LLC (“Assignor”), Cellco Partnership, a Delaware general partnership, doing business as Verizon Wireless (“Assignee”), and the City of Franklin.
24. *Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
25. *Franklin Community Advocates v City of Franklin*, Milwaukee County Circuit Court, Case No. 22-CV-523. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
26. Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings

Mixed Use Development (Public and Private Property Improvements) at 2895 W. Oakwood Road bearing Tax Key No. 951-9994-003. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/ Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

27. *BPC County land, LLC v. City of Franklin*, Milwaukee County Circuit Court Case Nos. 2019-CV-008963 and 2021-CV-005581. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

February 7	Common Council Meeting	6:30 p.m.
February 9	Plan Commission	7:00 p.m.
February 20	Common Council Meeting	6:30 p.m.
February 21	Spring Primary	7:00 a.m.-8:00 p.m.
February 23	Plan Commission	7:00 p.m.

City of Franklin Proclamation

B. 2.

A PROCLAMATION NAMING THE CONFERENCE ROOM IN THE
JOHN M. BENNETT, P.E. UTILITY OPERATIONS CENTER (5550 W. AIRWAYS AVENUE)
THE "LUTHER W. GRAEF, P.E. CONFERENCE ROOM"

WHEREAS, Luther "Lou" W. Graef, P.E., a Franklin resident for over 30 years, served on the Franklin Board of Water Commission for over 16 years;

WHEREAS, Lou) W. Graef found peace with the Lord at the age of 90, on August 11, 2022;

WHEREAS, Lou was a highly intelligent and very hard-working man, serving the people for essentially his entire life, and doing so not only in the governmental public sector, but also the private sector, having been one of the founders, and ultimately the last surviving member, of what is now Graef-USA Inc., in 1961; providing highly respected engineering and related services across America; and

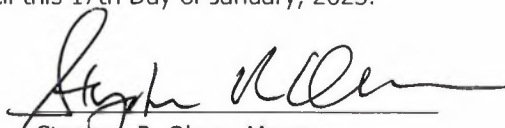
WHEREAS, Lou's service to the people included incredible achievements, not only in Franklin, not only across Wisconsin, not only across America, but also across the World, in part including:

- *Serving as President of American Society of Civil Engineers (150,000 members)*
- *Serving as President of American Association of Engineering Societies (1,200,000 members)*
- *Serving as US Representative to World Federation of Engineering Organizations (3,000,000 members)*
- *Serving on Board of Directors of World Federation of Engineering Organizations*
- *Serving six years on Accreditation Board for Engineering and Technology, Inc. Board*
- *Serving 28 years on Board of Assessment – Milwaukee*
- *Serving 16 years on Franklin Board of Water Commissioners*
- *Serving as US Representative to United Nations Educational, Scientific and Cultural Organization*
- *Serving as US Engineering Representative to United Nations*
- *Leading two People-to-People trips to China and Cuba*
- *Dedicated six Civil Engineering Landmarks, Received the Chi Epsilon National Honor*
- *Was elected to Pan American Academy of Engineers, Serving as President of the ASCE Foundation*
- *Was co-creator of ASCE Exceed and Engineers Without Borders USA programs*
- *Serving as US Representative to Union Pan Americana De Associations De Ingenieros*

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conference Room in the John M. Bennett, P.E. Utility Operations Center (5550 West Airways Avenue) be named as the "Luther W. Graef, P.E. Conference Room".

Presented to the City of Franklin Common Council this 17th Day of January, 2023.




Stephen R. Olson, Mayor

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 03, 2023
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on January 3, 2023, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Kristen Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman John R. Nelson. Also in attendance were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:31 p.m. and was closed at 6:36 p.m.
- MINUTES
DECEMBER 20, 2022 C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of December 20, 2022, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- VACATE SERVICE
ROAD FROM S. 60TH
ST. TO S. 58TH ST. AT
W. RYAN RD. G.7. Alderwoman Hanneman moved item G.7. to be heard before item G.1. Seconded by Alderman Nelson.
- Alderwoman Hanneman moved to introduce a resolution to vacate a service road from S. 60TH Street to S. 58TH Street located on the south side of W. Ryan Road between S. 60TH Street and S. 58TH Street (Part of the NW ¼ of Section 26, Township 5, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin). Seconded by Alderman Nelson. All voted Aye; motion carried.
- LAND ACCESS IN
CORPORATE
BUSINESS PARK
WITH MILWAUKEE
COUNTY G.1. Alderman Nelson moved to have Supervisor Steve Taylor join us at the front table for discussion. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- Alderman Holpfer moved to return to regular order. Seconded by Alderman Nelson. All voted Aye; motion carried.
- Alderman Barber moved to return this item to staff for a proposal for engineering services and to return at the nearest available opportunity with analysis. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- 1-YR. TOWING
CONTRACT
EXTENSION G.2. Alderman Barber moved to award towing contract extension to N & S Towing, Inc. for the period of March 1, 2023 through February 29, 2024 as amended with technical corrections by the City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- ANNUAL MARKET ADJUSTMENT
- G.3. Alderman Barber moved to approve a 2023 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of January 13, 2023, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook. Seconded by Alderman Holpfer. On roll call; all voted Aye. Motion carried.
- PROFESSIONAL SERVICES FOR RECRUITMENT OF DIR. OF ADMIN. AND DIR. OF FINANCE
- G.4. Alderman Barber moved to approve professional services for the recruitment of a Director of Administration and a Director of Finance/Treasurer; and to authorize the Mayor to engage with professional services consultants regarding the same. Seconded by Alderwoman Hanneman. On a roll call, all voted aye with the exception that Alderwoman Wilhelm voted no. Motion approved 5-1-0.
- Alderman Barber called the question. Seconded by Alderwoman Eichmann. On a roll call; all voted aye with the exception that Alderwoman Wilhelm voted no. Motion approved 5-1-0.
- TID NO. 3 – FINAL AUDIT
- G.5. Alderman Holpfer moved to accept final audit as submitted. Seconded by Alderwoman Hanneman. On a roll; all voted Aye. Motion carried.
- Alderwoman Wilhelm move to authorize distribution of remainder funds to all applicable taxing jurisdictions in conjunction with the closure of Tax Incremental Finance district No 3. Seconded by Alderman Holpfer. On a roll call, all Aye. Motion carried.
- HEALTH DEPARTMENT GRANT
- G.6. Alderman Barber moved to authorize the Director of Health and Human Services to accept, execute and deliver the 2023 Division of Public Health Consolidated Contract grants for the Franklin Health Department. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- QUARRY MONITORING PROFESSIONAL SERVICES AGREEMENT WITH STANEC CONSULTING SERVICES INC.
- G.8. Alderman Barber moved to approve the Quarry Monitoring Professional Services Agreement for calendar year 2023 with Attachment A containing service details and costs as provided by Stantec Consulting Services, Inc., and to authorize the Mayor, City Clerk and Director of Finance/Treasurer to enter into said agreement not to exceed \$45,000 subject to technical corrections by staff and the City Attorney. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- TEMPORARY LIMITED EASEMENT OF ST. MARTIN OF
- G.9. Alderman Nelson moved to authorize the Mayor and City Clerk to execute a temporary limited easement for Investigation of St. Martin of Tours Church Trail-7963 South 116th Street (TKN 798-9988-001), and

TOURS CHURCH
TRAIL

Alderman Nelson, as the alderman would like to be involved in this and be made aware of things as they proceed. Seconded by Alderman Barber. All voted Aye; motion carried.

RESCHEDULING OF
COMMON COUNCIL
MEETINGS

G.10. Alder Barber moved to reschedule the Common Council meeting of February 21, 2023 to February 20, 2023 due to the Spring Primary Election and reschedule the Common Council meeting of April 4, 2023 to April 3, 2023 due to the Spring Election. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

CLOSED SESSION
TID NO. 8
SAPUTO CHEESE

G.11. Alderwoman Wilhelm moved to table until 1/17/23 meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.

LICENSE COMM.
RECOMMENDATIONS

H. Alderwoman Eichmann moved to approve the following licenses:

Grant 2022-2023 Operator License to: Abi Masloroff, Darren Phouthakhio;
To review and consider Police Incident Reports and to suspend rules to allow public input;
To send fireworks ordinance draft changes to City Attorney with draft application; and
To hold discussion of extra ordinary events for review until clerk can set up special meeting.

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

VOUCHERS AND
PAYROLL

I. Alderman Holpfer moved to approve City vouchers with an ending date of January 2, 2023, in the amount of \$2,868,288.71 and Property Tax disbursements with an ending date of December 30, 2022 in the amount of \$11,500,000 and payroll dated December 30, 2022 in the amount of \$454,768.36 and payments of the various payroll deductions in the amount of \$436,211.39, plus City matching payments and estimated payroll dated January 13, 2023 in the amount of \$505,000 and payments of the various payroll deductions in the amount of \$300,000, plus City matching payments and approval to release temporary investment to ADM in the amount of \$9,500,000. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting of the Common Council at 8:19 p.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.

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NOTICE OF PUBLIC HEARING
CITY OF FRANKLIN
COMMON COUNCIL

MEETING DETAILS

HEARING DATE: Tuesday, December 20, 2022, at 6:30 p.m.

PLACE: The Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132.

PROPOSAL INFORMATION

APPLICANT: Wetland Treehouse LLC (Rawson-Loomis, LLC, property owner).

SUBJECT PROPERTY: 8301 West Old Loomis Road (totaling approximately 51.61 acres).

TAX KEY NUMBER: 755-9997-000.

PROPOSAL: To amend the Future Land Use Map designation for property located at 8301 West Old Loomis Road, containing 51.61 acres, from Commercial Use and Areas of Natural Resource Features Use to Mixed Use.

CONTACT INFORMATION

City Development Department
(414) 425-4024

www.franklinwi.gov/planning
generalplanning@franklinwi.gov

PUBLIC HEARING INFORMATION

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d). The public is invited to attend the public hearing and to provide input. A map showing the property affected, full legal description, the application and all supporting materials, are available for review and may be obtained from the City Council by way of request to the Department of City Development at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, telephone number (414) 425-4024, during normal business hours. The proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan is available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. Any questions or comments about the proposed amendment to the Comprehensive Master Plan may be directed to Régulo Martinez-Montilva, City of Franklin Principal Planner, at 414-425-4024.

Dated this 7th day of November, 2022.

Sandra L. Wesolowski
City Clerk

N.B. Class I

Please publish November 16

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01/17/23</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 8301 WEST OLD LOOMIS ROAD FROM COMMERCIAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO MIXED USE (APPROXIMATELY 51.61 ACRES) (WETLAND TREEHOUSE LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>D.</i></p>

At its January 5, regular meeting, the Plan Commission postponed this item to the call of the chair.

A public hearing for this item was opened at the December 20, Common Council meeting and continued to this meeting.

COUNCIL ACTION REQUESTED

A motion to table this item to the Common Council meeting following the Plan Commission meeting for recommendation, date to be defined.

-or

Such other action as the Common Council may determine.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">CORRECTED REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01-17-23</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Mayoral Appointments</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">E.</p>

The Mayor has made the following appointments for Council confirmation:


1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2023.
2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2023.
3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2023.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2023.
5. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2023.

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2023.
2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2023.
3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2023.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2023.
5. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2023.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	A Proclamation Naming the Conference Room in the John M. Bennett, P.E. Utility Operations Center (5550 W. Airways Avenue) the "Luther W. Graef, P.E. Conference Room"	ITEM NO. G.I.

BACKGROUND

Luther W. Graef, P.E. was a valued member of the Franklin Board of Water Commissioners from December 2, 2003 to April 29, 2020. The Board considered Resolution 2010-6634 "Resolution Establishing A City Buildings, Parks And Facilities Naming Policy" and the Board wishes to recognize his service to Franklin and the Engineering and Utility industry by naming the conference room at the John M. Bennet P.E. Utility Operations Center (5550 W. Airways Avenue) as the "Luther W. Graef, P.E. Conference Room".

Note that the Board of Water Commissioners will also plant a memorial tree with a plaque at the Puetz Water Tower site as done with other previous notable Board of Water Commissioner members.

ANALYSIS

Luther "Lou" W. Graef, PE was born and raised in Milwaukee, Wisconsin and earned a bachelor's degree at Marquette University, and a master's degree at the University of Wisconsin - Milwaukee. It was in college that he met his lifelong friend Len Anhalt.

In 1961, after receiving a request to help his friend Len with a hefty workload, and a stint in the Anhalt basement, he, Len, and Bob Schloemer opened the doors of Graef, Anhalt, Schloemer. Lou was the youngest of the three original founders and became the firm's third President. He led the firm during a time of tremendous growth when additional disciplines such as civil engineering, transportation engineering and architecture were added. Lou was succeeded as the President of Graef, Anhalt, Schloemer by Rich Bub in 1994, and retired in 1999. Lou continued to serve on GRAEF's Board of Directors until 2012.

During his career, Lou became very involved with the American Society of Civil Engineers (ASCE), ultimately becoming the organization's 129th national president in 1997-1998. Lou's commitment to helping young engineers grow and learn, as well as his enthusiasm to support engineering educators and professors, earned him the moniker "The Education President." His legacy has lasted for decades.

During Lou's career, he received many awards and honors, including the prestigious Edmund Friedman Professional Recognition award from ASCE in 1991.

Lou lived a full life. He was a devoted husband to Lorraine, his hometown sweetheart, a father to two sons, Ronald and Gerald as well as daughter Sharon. As President of ASCE and afterward, he and Lorraine traveled the world promoting the practice of civil engineering.

Lou and Lorraine moved to Franklin around 1991 and joined the Franklin Board of Water Commissioners in 2003. He was a valued member of the Board until he resigned in 2020. Lou passed on August 11, 2022 a few days shy of his 91st birthday.

Some of Lou's professional accomplishments were:

- Served as President of ASCE (150,000 members)
- Served as President of American Association of Engineering Societies (1,200,000 members)
- Served as US Representative to World Federation of Engineering Organizations (3,000,000 members)
- Served on Board of Directors of World Federation of Engineering Organizations
- Served six years on Accreditation Board for Engineering and Technology, Inc. Board

- Served 28 years on Board of Assessment – Milwaukee
- Served 16 years on Franklin Board of Water Commissioners
- Served as US Representative to United Nations Educational, Scientific and Cultural Organization
- Served as US Engineering Representative to United Nations
- Led two People-to-People trips to China and Cuba
- Dedicated six Civil Engineering Landmarks
- Was elected to Pan American Academy of Engineers
- Received the Chi Epsilon National Honor
- Was co-creator of ASCE Exceed and Engineers Without Borders USA programs
- Served as President of the ASCE Foundation
- Served as US Representative to Union Pan Americana De Asociaciones De Ingenieros

A short ceremony will be planned in the spring with Lou's friends and family to dedicate for the planting of the tree.

OPTIONS

Approve or deny the naming of the conference room at the Utility Operations Center in honor of Lou.

FISCAL NOTE

The Water Utility can purchase the naming plate and plaque within the 2023 operating budget.

RECOMMENDATION

Adopt a proclamation naming the conference room in the John M. Bennett, P.E. Utility Operations Center (5550 W. Airways Avenue) the "Luther W. Graef, P.E. Conference Room."

RESOLUTION NO. 2023-_____

A RESOLUTION NAMING THE CONFERENCE ROOM IN THE
JOHN M. BENNETT, P.E. UTILITY OPERATIONS CENTER (5550 W. AIRWAYS
AVENUE) THE "LUTHER W. GRAEF, P.E. CONFERENCE ROOM"

WHEREAS, Luther "Lou" W. Graef, P.E., a Franklin resident for over 30 years, served on the Franklin Board of Water Commission for over 16 years; and

WHEREAS, Luther (Lou) W. Graef found peace with the Lord at the age of 90, on August 11, 2022; and

WHEREAS, Lou was a highly intelligent and very hard-working man, serving the people for essentially his entire life, and doing so not only in the governmental public sector, but also the private sector, having been one of the founders, and ultimately the last surviving member, of what is now Graef-USA Inc., in 1961, providing highly respected engineering and related services across America; and

WHEREAS, Lou's service to the people included incredible achievements, not only in Franklin, not only across Wisconsin, not only across America, but also across the World, in part including:

- *Serving as President of American Society of Civil Engineers (150,000 members)*
- *Serving as President of American Association of Engineering Societies (1,200,000 members)*
- *Serving as US Representative to World Federation of Engineering Organizations (3,000,000 members)*
- *Serving on Board of Directors of World Federation of Engineering Organizations*
- *Serving six years on Accreditation Board for Engineering and Technology, Inc. Board*
- *Serving 28 years on Board of Assessment – Milwaukee*
- *Serving 16 years on Franklin Board of Water Commissioners*
- *Serving as US Representative to United Nations Educational, Scientific and Cultural Organization*
- *Serving as US Engineering Representative to United Nations*
- *Leading two People-to-People trips to China and Cuba*
- *Dedicated six Civil Engineering Landmarks*
- *Was elected to Pan American Academy of Engineers*
- *Received the Chi Epsilon National Honor*
- *Was co-creator of ASCE Exceed and Engineers Without Borders USA programs*
- *Serving as President of the ASCE Foundation*
- *Serving as US Representative to Union Pan Americana De Asociaciones De Ingenieros.*

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the the Conference Room in the John M. Bennett, P.E. Utility Operations Center (5550 West Airways Avenue) be named as the "Luther W. Graef, P.E. Conference Room".

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 by Alderman _____.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/17/2023
REPORTS & RECOMMENDATIONS	ENVIRONMENTAL COMMISSION RECOMMENDATION REGARDING COMMON COUNCIL REFERRAL OF "NO MOW MAY" TO THE ENVIRONMENTAL COMMISSION FOR RESEARCH AND RECOMMENDATION BACK TO THE COMMON COUNCIL	ITEM NUMBER G.2.

At the May 17, 2022 and meeting, the Common Council heard a Letter and Petition from Debbie Davis Requesting Suspension of Noxious Weed Ordinance for Month of May, 2022 "No Mow May." The Council subsequently referred "No Mow May" to the Environmental Commission for research and recommendation back to the Common Council with consideration of delaying enforcement of the Ordinance during 2023 to June 1, 2023.

No Mow May is a community science initiative to encourage the practice of leaving lawns wild in order to provide foraging opportunities for pollinating insects.

The Environmental Commission took up the issue at their May 25, 2022 meeting, and members conducted research over the course of the next several months. The Clerk's Office provided information on weed citations, the Commission reviewed several journal articles, and heard from Wehr Nature Center Park Naturalist Brooke Gilley at their August 24, 2022 meeting.

Key findings:

1. "Homes that participated in No Mow May had more diverse and abundant flora than regularly mowed green spaces throughout the city. No Mow May homes had three times higher bee richness and five times higher bee abundances than frequently mowed greenspaces (Del Toro, I., & Ribbons, R. R. (2020). No mow may lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinators. PeerJ, 8. <https://doi.org/10.7717/peerj.10021>)."
2. Experts further note that "Manicured, monocultural lawns are pollinator deserts – the less lawn the better Replace part of your lawn with densely planted native plants" to provide appropriate foraging opportunities for native insect species (Colla, S. (2022, May 13). The surprising downside of #NoMowMay. Rewilding Magazine. Retrieved August 24, 2022, from <https://www.rewildingmag.com/no-mow-may-downside/>)
3. Most Franklin neighborhoods emphasizes lawns as a key landscape feature. The Commission expressed concerns that shoddy-looking lawns could do more to damage the larger goal of encouraging native plantings than it would benefit the community.
4. The Commission would recommend policies encouraging use of Wisconsin native plants as landscape plants alongside existing lawns, rather than leaving lawns unmowed or removing them

Recommendations:

At their August 24, 2022 meeting, the Environmental Commission adopted a motion to recommend at this time the Commission does not recommend moving forward with "No Mow May." The Commission will make recommendations on landscaping for species diversity and preservation at a later date.

COUNCIL ACTION REQUESTED

No action is requested.

Department of City Development: *MX*

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">JKK</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1-17-2023</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to Authorize Purchase Agreement for Lifeline/Ford E-450 Type III Ambulance in Approved 2023 Equipment Replacement Fund, and to Allow Additional Purchases of Items Such as 800MHz Mobile Radio and Associated Mounting Brackets and Hardware, Not to Exceed the Approved Appropriation of \$286,000.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

The Fire Department is seeking council approval to act on a purchase agreement for the manufacture and purchase of the Type III Ambulance that was approved by Common Council in the 2023 Equipment Replacement Fund on November 15th, 2022.

The Fire Department would like to expedite purchase of this ambulance because 2022 and 2023 Ford E-450 chassis are in extremely short supply, and delivery is expected in early 2024. Following this purchase, all of FFD's front-line ambulances will be and each of the patient compartments ("boxes") will be able to be re-mounted on a new chasis at least once, effectively doubling the life of the existing patient compartment and saving approximately 50% on ambulance replacement for a period of 9-12 years (possibly considerably longer).

The proposed purchase agreement is included for reference.

The Fire Department is also seeking Council authorization spend addition funding from the appropriation in order to purchase other necessary permanent equipment such as the mobile radio (approximately \$5,800) and assorted brackets and hardware, at a total cost not to exceed the existing appropriation of \$286,000.

COUNCIL ACTION REQUESTED

Motion to Approve Fire Department Authorization to Purchase a Ford E-450 Type III Ambulance, with Additional Expenditure for Mobile Radio, and Various Hardware and Mounting Brackets, not to Exceed \$286,000, as was Appropriated in the Approved 2023 Equipment Replacement Fund.



LIFE LINE

EMERGENCY VEHICLES

AMBULANCE QUOTE PRE 10/1/22

City Of Franklin
 Kurt Stueck
 9229 W Loomis RD.
 Franklin, WI 53132
 414-425-1420
 414-425-7067
 Kstueck@franklinwi.gov

Jefferson Fire & Safety Inc
 Rob Little
 7620 Donna Drive
 Middleton, WI 53562
 (608) 723-9126
 rob@jeffersonfire.com

Exp. Date: 09/30/2022
 Quote No: 10888-0003 Franklin Fire Department - Prior 10/1/22
 BODY: SUPER B 167" SUPERLINER TYPE III

09/12/2022

Page 1

PART NO	S	DESCRIPTION	QTY
== 167" SUPERLINER TYPE III - 2.100 07/01/14 ==			
MASTER PARTS REVISION DATE (Start 04-06-22 to 07-12-22)			
00-00-0500	<	LIFE LINE WARRANTY Warranties Include Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date:	1

PART NO	S	DESCRIPTION	QTY
		1st Dealer Draft Date	
		Final Dealer Draft Date	
		Sign-Off Date	
		Parts/Drafting/Paint	
		Shop Release Date	
		SFD	
00-00-0800	<	Customer Contact Person (Required For Factory Use) Specify Name And Number: Kurt Stueck 414-425-1420	1
00-00-2100	<	Sales Rep: Rob Little 1-608-723-9126 Jefferson Fire & Safety, Inc.	1
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1
00-00-FN00	S < >	Specify FORD Fleet Number If Available (FORD Chassis Only) Specify FIN Number: GPC REBATE DEDUCTION IS SUBJECT TO CHANGE. DEDUCTED \$400 FROM THIS QUOTE. FORD GPC DEDUCTED - MFG ASSIGNMENT	1
00-00-PU00	<	Specify Previous Unit Number: (FACTORY USE ONLY) 478219SD	1
		BODY STYLE	
00-01-3000	S < >	167" x 96" SUPERLINER TYPE III BODY (WIDE AISLE) With Wide Aisle Width.	1
		CHASSIS	
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1
10-00-1501	S <	2024 Ford E-450 SD Cutaway Van (Gas V8 Engine) With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty. Includes Rubber Floor As Standard.	1
		PRICE AND MODEL YEAR SUBJECT TO CHANGE. CHASSIS PRICE USED IS \$42,517	

PART NO	S	DESCRIPTION	QTY
10-01-3400	<	**FACTORY USE ONLY** Spare Chassis Keys And Owner's Manual Present.	1
10-01-5500	>	IPD/Roadmaster Rear Sway Bar	1
10-01-8000	>	Delete Standard Wheel Covers	1
10-01-9500	>	Ship The Spare Tire Loose	1
10-02-1100	<	> E-Series O.E.M. Door Mirrors Dual Powered Trailer Tow Mirrors.	1
10-02-3500		O.E.M. Radio W/Cab Speakers	1
10-02-5000		Low Voltage Throttle Manager	1
10-02-5700	<	Hand Held Cab Spot Light 12 volt outlet included. Specify location for the outlet. Behind Driver Seat.	1
10-03-0000	S	< > Large Custom Floor Console Top Flat Portion: * Air Horn Button, Driver Side. Angled Portion: * Elite Touch Screen, Driver Side. * Siren Head Mounted On Driver Side. * (2) Life Line Supplied/Installed Radio Bezels. (stacked) Flat Portion: * (2) Cup Holders. * Between the cup holders and map slots there shall be a recessed area 5.25" X 10" X 3" deep to hold a glove box. Please install a drop in divider 10" from drivers side to hold the glove boxes. * (2) Map Slots.	1
10-03-9000	<	> Add Third Battery-Matched CCA Of The Standard Batteries Specify Mounting Location: P-2. (2) P-2 Compartment. (1) Under Cab Hood.	1
10-04-3500		Owner's Manual (1 Included With Unit)	1
10-04-7500	<	Cab Audible Alarm (Ea) Specify Function: Alarm To Sound When The Unit Is Placed Into A Drive Gear And Any Exterior Or Entry Door Is Left Open. Through the HED System.	1
10-DL-0100	S	< Aluminum Wheels (4) Specify Custom Option: ORDERED AND INSTALLED BY LIFE LINE. (4) Part number AFD16AL AFD16AL FORD ALCOA ALUMINUM WHEEL.	1

PART NO	S	DESCRIPTION	QTY
10-DL-0200	S	< Havis Radio Bezels Radio Bezels for Motorola APX05's. see 10-03-0000. Havis Part # C-EB25-XTL-1P.	2
10-DL-0300	S	< Setcom System Wired/Two Head Set Cab Only NOTE: Determinations as to the locations of the headsets and control box will be made after Life Line receives the Setcom unit. ***MODULAR BODY TYPE III***	1
15-01-1600		< > Federal K-Spec Package Includes (2)-5# Fire Extinguishers. Ship Loose. Oxygen Wrench. Ship Loose. Lock on Cab to Module Door, lockable from cab side.	1
15-01-5200		< > 74" Finished Headroom THIS OPTION REQUIRES FACTORY APPROVAL BEFORE ORDERING.	1
15-01-6500		< > Bulkhead Wall Recessed Additional 3" With A Total Of 6" Recessed Area.	1
15-01-8500		Cab To Module Sliding Door	1
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1
15-02-1600		< 1 Piece Stainless Steel Wheel Well Trim Rings (Small) 18.75" radius for Ford E-Series. #F04200.	1
15-02-2500		Standard Cast Fuel Fill Housing	1
15-DL-9901		> E And G Series Body Lowered Front Body Skirts ***MODULE DOORS AND WINDOWS***	1
20-00-0100		< 2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1
20-00-0500		< Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates. Non-Slip Tape on Side Entry Sill Plate.	1
20-01-0000		< Full Height Side Entry Door With Gas Style Hold-Open Position The Hold-Open At 90 Degrees. Identified by P-3.	1
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1
20-01-3000		< > Sliding Side Entry Door Window (Dark Tint) Sliding Window With Screen And Dark Tint.	1
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1

PART NO	S	DESCRIPTION	QTY
20-01-5000		> Fixed Rear Entry Door Windows (Standard Tint)	1
20-01-9000	<	Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea) Specify Deletion Location: Rear Entry Doors. Install (1) on the module body just rearward of the side entry door. LL Part #F05038.	2
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior and Black Pocket	1
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1
20-02-1600	<	Secondary Door Release Latches On All Entry Doors (3) L04025 Label LH Arrow. (3) L04026 Label RH Arrow.	1
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1
20-02-3500		Cage Nuts On All Door Panels	1
20-02-4100	>	Smooth Aluminum Plate Lower Module Entry Door Trim Panels	1
20-02-6020		Diamond Plate Side Entry Door (Dual) Stepwell W/Sealed Seam Edges	1
20-03-0505	< >	Small Window In Side Of Body (Dark Tint) 9-3/4" x 32-3/4" Fixed Window With Dark Tint Option. Specify Side: Curbside.	1
EXTERIOR COMPARTMENTS			
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1
25-00-0610	>	Smooth Aluminum Plate Exterior Compartment Door Panels	1
25-01-0000		Magnetic Compartment Door Switches	1
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1

PART NO	S	DESCRIPTION	QTY
25-01-2500		< > Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard. The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149	1
25-01-3300		Black Texture Coated Aluminum Exterior Compartment Vents	1
25-04-3000		< > Delete Superliner Curbside Front Backboard Compartment Specify Alternate Backboard Compartment: D-1.	1
25-04-3500		< Full Height Superliner Curbside Front IS/OS Compartment P-1 Compartment.	1
25-04-6000		< > 3 Adjustable IS/OS Compartment PVC Shelves No Lip, Smooth to help remove equipment.	1
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1
25-04-8000		< Superliner Curbside Front Battery Compartment P-2 Compartment.	1
25-05-2000	S	< 167" Superliner Single Door Curbside Rear Compartment P-5 Compartment. This compartment will house the "M" tank on wall #2, close to wall #1. Includes Small Utility Compartment Behind The Wheel Well Area. P-4.	1
25-05-4000		< Superliner Streetside Front Backboard Compartment D-1 Compartment. Includes Vertical Divider Between Stair Chair And Backboard Storage. Delete The Horizontal Divider. Single Door. This will house a Ferno EZ Glide Stair Chair, Near Wall #1. Depth Shall Be 20 7/8". Backboard Storage Will Be To The Right Of The Vertical Divider. Minimum Of 7". 1" Strap Locations: (2) Vertical Divider To Wall #3. Space Out Evenly. (1) Vertical Divider To Wall #1, Upper Section.	1

PART NO	S	DESCRIPTION	QTY
25-05-5000	< >	Superliner Streetside Double Door Intermediate Compartment D-2 Compartment.	1
25-06-3500	<	3/4 Height Double Door Streetside Rear Compartment D-3 Compartment. Note: Please Double Plate Wall #2, Both Levels.	1
25-11-8000	< >	Diamond Plate Adjustable Shelf W/ Ribbed Rubber Matting (Ea) Diamond Plate With Standard 2" Lips. Specify Compartments: (1) D2 (1) D3 (1) P5, Full Length Tracking Above O2 Tank.	3
25-12-5000	<	Fixed Diamond Plate Shelf W/Ribbed Rubber Matting (Ea) Diamond Plate With Standard 2" Lips. Specify Compartment: (1) D1, Approx 45" From Compartment Floor, Above Stair Chair Area.	1
25-12-9000	<	Black Dri-Dek On Compartment Floor (Each) Specify Compartment: D1,D2,D3,P1,P4, P5.	6
25-13-6500	<	Split Level Compartment Depth Design (Ea) Specify Compartment: D-1, D-3.	2
25-CS-0510	<	Custom Compartment Notch (ea) P-5, For Interior Design.	1
REAR STEP AND BUMPER ASSEMBLY			
30-01-0000	<	Rear Bumper With Angled Style End Caps (LOW) Includes Standard Reinforced Corner Angle Supports. Center Section And End Caps To Be At The Same Height Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame.	1
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate ***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***	1
35-01-0000	<	One Piece Body Side Panels With Aluminum Lower Impact Rails Includes Lower Impact Rails Only.	1

PART NO	S	DESCRIPTION	QTY
35-01-3000	<	> Diamond Plate Running Boards With Grip Strut These will be welded in.	1
35-01-7500	>	Rear Mud Flaps With Metal Stabilizers	1
35-01-9000	>	Stainless Steel Compartment And Entry Door Sill Plates	1
35-02-0000	<	> Drip Rail Over Doors Specify Compartments: P1, P2, P3, P4, P5, D1, D2, D3, R1.	9
35-02-1000	<	24" High Front Stone Guards With Sealed Top Edge.	1
35-02-4500	<	Rear Corner Stone Guards (Kick Plate Height) With Sealed Top Edge.	1
35-02-5500	>	Polished Stainless Steel Plate Under Fuel Fill Area ***ELECTRICAL SYSTEM***	1
40-00-0550	<	> Elite G3 Touch Screen Electrical System Includes: (1) Front Switch Panel, (1) Rear Switch Panel. (2) Carling Switches: (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Switches Mounted On Curbside, forward facing side of the head end work station. Please include #E24072 Stainless Guards Around Switches. (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator. (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. Dealer To Specify Location: Auxillary Electrical Cabinet Behind The Drivers Seat. (1) Back-Up Camera (ASA VCCS150) (This Camera Will Always Be Displayed Thru The Elite Front Touch Screen And The Camera Head Will Be White Unless Otherwise Specified) Dome Lights On Low With Entry Door. (On High Is Not An Option) Inverter Will Come On With Ignition, Along With Button Provided On Switch Panel. NOTE: SET TIMER FOR RESTOCK TO 30 MINUTES.	1
40-01-0430	<	Stainless Steel Guard For Carling Switch (ea) LL# E24072 Specify Location: Mounted On Curbside, forward facing side of the head end work station, For Power Door Lock.	1

PART NO	S	DESCRIPTION	QTY
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1
40-01-5000	<	<p>> Super Auto Eject Shoreline - 20 Amp Specify Location: Above D2. Stainless Shoreline Plate #LL1601SS. Specify Inlet Cover Color: White.</p> <p>SPECIAL NOTE ABOUT 115 VOLT CURRENT DRAW (AMPS) This Unit Has A 20 Amp Shoreline Inlet That At A Capacity Rating Of 125% Has A Maximum Amperage Load Of 16 Amps. This Unit As Ordered Has A Total 115 Volt Amp Draw Of ** Amps. This Leaves A Reserve Of ** Amps For Interior Outlets. This DOES NOT Include Any Customer/Dealer Installed Equipment.</p>	1
40-01-6900	<	<p>**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.</p>	1
40-02-3500	<	<p>> Vanner LSC12-1100 1100W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: Action Area Specify Remote Inverter Display Location: Action Area</p>	1
40-03-0000	<	<p>Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit.</p>	1
40-03-2000	<	<p>R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.</p>	1
40-03-5500	<	<p>Add 12 Volt Power Outlet (Ea) Full Time Hot Circuit. Specify Location: (1) D3, High On Wall #1. Outlet Shall Be Surface Mounted For Flashlights.</p>	1
40-03-6000	<	<p>Action Area 125 Volt Standard Style Hospital Grade Outlet</p>	1
40-03-7000	<	<p>R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet Mounted In The Lower Section On Wall #1.</p>	1
40-03-8500	<	<p>Add 125 Volt Standard Style Hospital Grade Outlet (Ea) Specify Locations: (1) Streetside Wall In Action Area. Spread As Far From Standard As Possible. (3) RFS Cabinet On Wall #1. Above Each Shelf. (1) Curbside Wall Centered Above Squad Bench.</p>	7

PART NO	S	DESCRIPTION	QTY
		<p>(1) Cab Behind Passenger Seat. (1) D3, High On Wall #3. Leave Approx 10" Between Ceiling And Outlet.</p> <p>All Cab Floor Requested Installs will Include Weatherproof Cover, Unless Otherwise Specified.</p>	
40-03-8610	<	<p>Add Dual USB Charging Port Specify Location: FRONT CONSOLE TO THE RIGHT OF THE HED SCREEN ON ANGLED PORTION OF CONSOLE</p>	1
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1
40-04-4500	< >	<p>Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: P1, P4, P5, D1, D2, D3.</p>	6
40-04-6000	>	Hidden Switch In Rear License Plate Housing (Unlock Only)	1
40-04-7000	<	<p>Interior Body Switch For Power Door Locks (Ea) Specify Location: Mounted On Curbside, forward facing side of the head end work station. Please include #E24072 Stainless Guard Around Switch. see 40-01-0430.</p>	1
40-05-0501	<	<p>2 Kenwood Speakers Mounted In The Ceiling Volume Control Mounted In The Street Side Action Area. KFC-1366S Speakers.</p>	1
INTERIOR LIGHTING			
45-01-0000		Oxygen Compartment Light	1
45-01-0500	<	<p>Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted</p>	1
45-01-1510	<	<p>8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With Chrome Trim 4-Streetside. 4-Curbside. TecNiq# E08-LC00-1.</p>	1
45-01-3000		TecNiq LED Action Area Light	1
45-01-7530	< >	<p>4-Tecniq Rectangular Low Profile LED E30 "LED" Center Strip Lights ILOS Model # E30-LOS0-1. This Light Includes A Switch On The Light.</p>	1
EXTERIOR LIGHTING			

PART NO	S	DESCRIPTION	QTY
50-01-0001	<	Whelen M6 Series "LED" Stop/Tail Lights (Pr) #M62BTT Mounted Above The Rear Kick Plate.	1
50-01-6001	<	Whelen M6 Series "LED" Amber Turn Lights (Pr) #M62T Mounted Above The Rear M6 Series LED Stop/Tail Lights. They shall flash sequentially in the direction of the arrow.	1
50-02-7000	< >	Whelen M6T Series "LED" Amber Arrow Turn Light IATS (Pr) Specify Location: To Flash Sequentially In The Direction Of The Arrow.	1
50-02-9000	>	C.P.I. License Plate Housing	1
50-02-9501	<	Whelen M6 Series LED Back-Up Lights (Pr) #M62BU Mounted Above The Rear Turn Lights Unless Otherwise Specified.	1
50-02-9520	S >	DELETE LINE	1
50-03-4901		Whelen Two Reverse Activated M9LZC Rear Load Lights	1
50-03-8401		Whelen M9LZC Side Scene Lights (Two Each Side)	1
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1
50-04-2000	S	Rear Side Scene Lights On In Reverse IATS	1
50-04-5000	<	Wire Rear Emergency Light Flashers To Brake Circuit IATS Specify Light Location: Rear Window Level Lights.	1
50-04-7500	>	Federal Commander COM1 "LED" ICC Marker Lights	1
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1
50-DL-0100	S <	Whelen M6BTT Specify Locations: (1) P5 Door, Mid Height. Mounted Horizontally. (1) D3 Door, Mid Height. Mounted Horizontally. Function: For Marker and Turn Light. Part #M6BTT ILO Warning Light.	2
	<	***RADIO PROVISIONS AND AIR HORNS*** Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start	

PART NO	S	DESCRIPTION	QTY
55-01-3000	<	<p>date.</p> <p>10"/12" Buell Strombos Air Horns Thru Bumper Valance E-Series w/Compressor Specify Compressor Location: Top Left of D2. (Include Mesh Cover Over The Pump). Specify Floor Or Button Switch Location: Button on top flat area of floor console, driver side. Includes One Standard Frame Mounted Air Tank. See Section #55-01-30 For Horn Locations.</p>	1
55-01-8500	<	<p>KE-794 Antenna Base With Coax Specify Termination Location: (1) Front Module Roof To Behind The Driver's Seat In The Auxiliary Electrical cabinet. Coil, Zip Tie & Tag. Include rain caps on all module roof antenna bases.</p>	1
55-02-1500	< >	<p>KE-794 Module Roof Antenna Base/Coax (Ea) (1) Mid Roof To Behind The Driver's Seat In The Auxiliary Electrical cabinet behind drivers seat. (1) Rear Roof To Aux Elect cabinet behind Drivers seat Coil, Zip Tie & Tag. Include rain caps on all module roof antenna bases.</p>	2
55-02-5500	< >	<p>Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points. Specify Termination Locations: (1) Behind Action Area Switch Panel. (2) Front Console. 20 Amp. Coil, Zip Tie & Tag.</p>	3
55-02-6500	< >	<p>Install Customer Supplied Radio Cables (Ea) Specify Routing And Termination Locations: (2) Auxiliary Electrical Cabinet to Front Console. (1) Auxiliary Electrical Cabinet to Behind Action Area Switch Panel. Coil, Zip Tie & Tag.</p> <p>CABLES MUST BE AT LIFE LINE PRIOR TO CONSTRUCTION START. Ship to: Life Line Emergency Vehicles 1021 West 1st Street Sumner, IA 50674</p> <p>**NO EXCEPTIONS** ALL CABLES MUST BE MARKED FOR ORIGIN AND TERMINATION. ANY CABLE THAT IS NOT MARKED WILL NOT BE INSTALLED.</p>	3

PART NO	S	DESCRIPTION	QTY
NO EXCEPTIONS			
SIRENS AND EMERGENCY LIGHTING			
60-01-1200	< >	<p>Whelen 295HFSA7 Dual Amplifier System ILOS Includes Dual Amp Option. Meets CA Title 13 Requirements. Meets 49 State Requirements.</p> <p>Includes Dual Amp Option. Meets 49 State Requirements.</p> <p>Mount Siren Head Below Elite Touch Screen, Driver Side.</p>	1
60-01-4000		Federal Signal ES100C Thru Bumper Speakers (E-Series)	1
60-01-9001	< >	<p>4 Whelen M9 Series "LED" Side Module Warning Lights Part # M9R Mount The Side Lights Inline.</p> <p>Specify KKK Or Comet Flash Pattern: COMET</p>	1
60-02-5000		Delete The 2 Standard Front Module Warning Lights (Credit)	1
60-02-8100		Delete The Standard Center Front Module Warning Light (Credit)	1
60-02-9501	< >	<p>2 Whelen M9 Series "LED" Rear Module Warning Lights Part #M9R</p> <p>Specify KKK Or Comet Flash Pattern: MODUFLASH</p>	1
60-03-3001	< >	<p>1 Whelen M9 Series "LED" Center Rear Module Warning Light Part #M9R</p> <p>Specify KKK Or Comet Flash Pattern: MODUFLASH</p>	1
60-04-4610	< >	<p>Emergency Lights On In Reverse Specify which Button on the touch screen or flasher circuit is to be activated. PRIMARY.</p>	1
60-04-5100	S	> DELETE LINE	1

PART NO	S	DESCRIPTION	QTY
60-04-7010	< >	2 Whelen M2 Series "LED" Grille Lights Part #M2R Upper Grille. Comet Flash Pattern	1
60-05-0502	< >	2 Whelen M7 Series "LED" Intersection Lights Part #M7R Specify KKK Or Comet Flash Pattern: COMET	1
60-07-1540	< >	7 Whelen M9 Series "LED" Front Module Warning Lights Color Lens Specify Whelen (5) #M9R Red with Red Lens. Positions 1,2,4,6,7. (2) #M9C - White with Clear Lens. Positions 3,5. All on Pri/Sec Flash Pattern: MODUFLASH. 2,4, 6 ON FRONT LIGHT BAR SWITCH. 3 & 5 ON IN PRI. OFF IN SEC.	1
60-09-0495	<	Tomar Traffic Pre-Emption Strobe with Power Supply (1) RECT-37S Clear Light (1) E23223 Chrome Bezel (1) 401-1228-PREHI Emitter Power Supply. Mount below Center Red 900 Light.	1
60-10-0160	<	Rear Window Level Whelen M9 Red Or Amber Or Blue Or Clear "LED" Lights (2) Specify Whelen Light Number: (2) #M9R - Red with Red Lens. Set to Brake Override. Comet Flash Pattern:	1
60-11-4400	<	Whelen ULF44 LED Flasher 4-Outlet 60 Watts (Ea) BRAKE OVERRIDE ***PATIENT COMPARTMENT***	1
65-00-0100	<	Standard Solid Surface Construction Interior Cabinets	1
65-00-9900	<	SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
65-01-2000	<	Standard Smooth Headliner	1
65-01-3000	<	1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1
65-02-2240	< >	"Dealer/Customer Supplied Package" Stryker Power or Performance Load System POWER LOAD - DEALER SUPPLIED.	1

PART NO	S	DESCRIPTION	QTY
		<p>Will Be Center Mount Unless Otherwise Specified</p> <p>Includes:</p> <p>Floor Structure - Tapping Blocks</p> <p>Includes Life Line Supplied Power & Performance Load Floor Plate Kit #6390-700-001 - (Needs to Include Track Cover)</p> <p>Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power. The Power And Ground Is Run To Inside The Track, Or To Trolley If Supplied.</p> <p>Complete 6390 Power or 6392 Performance Load System Installed</p> <p>Be sure to leave main power switch in the off position.</p> <p>Will Be Center Mount Unless Otherwise Specified</p> <p>Does NOT include cot.</p> <p>Includes Std. Life Line Push Rail Floor Mount Stryker Part# 6360-030-11</p> <p>LL#F09042</p> <p>Does Not Include Push Rail</p>	
65-02-8000	<	<p><i>L.R.O. Cabinet With Speed Load Door</i></p> <p>With Positive Lock Feature.</p> <p>To Include (1) Adjustable PVC Shelf.</p>	1
65-03-3500	<	<p><i>Cabinet Above The Side Seat With Speed Load Door</i></p> <p>To be 8.25"H</p> <p>With Positive Lock Feature.</p>	1
65-03-7500	<	<p><i>L.F.O. Cabinet With Speed Load Door</i></p> <p>With Positive Lock Feature.</p> <p>To Include (1) Adjustable PVC Shelf.</p>	1
65-04-1500	< >	<p><i>Left Rear Base Cabinet With Speed Load Door</i></p> <p>With Positive Lock Feature.</p> <p>Includes (2) Adjustable PVC Shelves.</p>	1
65-04-6600		<p><i>Delete Standard Telemetry Area Cabinet</i></p>	1
65-04-8100	<	<p><i>Delete Standard Lower Telemetry Area Cabinet (Factory Use)</i></p> <p>Deleted Due To Custom Compartment Or Cabinet Design ILOS.</p>	1
65-05-0000	<	<p><i>Slanted Action Area Switch Panel</i></p> <p>Includes Sliding Polycarbonate Doors Forward Of The Switch Panel.</p>	1
65-05-0500	S < >	<p><i>Lower Action Area Cabinet With Bottom Hinged Door</i></p> <p>Bottom Hinged Framed Poly Door.</p>	1
65-05-3600	<	<p><i>Delete STD Action Area Tip-Out Trash Cabinet (Factory Use)</i></p> <p>Deleted Due To Custom Compartment Or Cabinet Design ILOS.</p>	1

PART NO	S	DESCRIPTION	QTY
65-05-4600	<	SS Squad Bench w/Contoured Ergo Backrest & 4-Point Seat Belt ILOS CPR Seat Includes 2 Sets of Black IMMI 4-Point Seat Belts.	1
65-05-8000	< >	Rear Facing EVS Sewn Seat With Child Seat On EVS Pedestal/Swivel Base 187030 EVS Sewn Seat Sierra Dark Red #SIE-6526 Requires EVS Provided Pedestal Base For Compliance. Includes 3-Point Seat Belts. Question: Will there be an O2 Bottle Attached to the Head of the Cot? Yes.	1
65-05-9795		Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea)	1
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly.	1
65-06-9000	<	Cabinet Above The Walk-Thru With Hinged Solid Door Specify Hinge Side: Top Hinged, (Use Gas Shock) Solid Surface Door. Install Simplex Lock 900 Series Lock. M1 Latch bottom centered.	1
65-07-2000		Delete Right Front Upper ALS Cabinet Doors	1
65-07-5000		Delete Right Front Lower ALS Cabinet Doors	1
65-07-8010	< >	Full Height ALS Cabinet With "ROM" Series 4 Door Note: Roll up door to be all the way to the rear of the cabinet.	1
65-08-0500	<	CS Squad Bench w/Contoured Ergo Backrests w/1 Piece Lid & No Divider Includes (1) Set Of Black IMMI 4-Point Seat Belts. Backrest Color To Be: MV106 Desert Rose.	1
65-08-3600	>	Superliner Head Of Squad Bench Work Cabinet	1
65-08-5200	< >	O2 Storage Area with Bottom Hinged Door At Head End Of Squad Bench Vortex Lined Note to Dealer: With Ferno 516 bracket to store two tanks vertically.	1
65-08-8500		Squad Bench Headrest Cushion	1
65-09-2000	< >	Two Section Bandage Cabinet With Speed Load Doors With Positive Lock Feature. Specify Cabinet Depth: 8".	1

PART NO	S	DESCRIPTION	QTY
65-09-6010	<	CPI Latching Single Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Clear Latching Plexiglass Door. Specify Location: REAR DOORS	2
65-09-6050	<	CPI Latching Double Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Clear Latching Plexiglass Door. Specify Location: SIDE DOOR	1
65-09-8600	< >	100" Long Formed Streetside Ceiling Grab Rail (Powder Coated) SAFETY YELLOW.	1
65-09-9510	< >	100" Long Formed Curbside Ceiling Grab Rail (Powder Coated) SAFETY YELLOW.	1
65-10-1510	< >	Formed "L" Door Assist Rails Mounted Inverted (Powder Coated) SAFETY YELLOW.	1
65-10-2010	< >	Formed Assist Rail At The Head End Of The Squad Bench (Powder Coated) SAFETY YELLOW.	1
65-10-2515	< >	Formed Assist Rail Moved To Right Rear Wall (Powder Coated) 12" Assist Rail Is Std. Size. SAFETY YELLOW.	1
65-10-5000	<	Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1
65-10-9000		Southco M1 Stainless Cabinet Latches	1
65-11-3000	<	Cabinet Drawer (Ea) Specify Cabinet Locations: (2) Curbside Head End Work Station, Facing The Squad Bench. (3) Curbside Foot End Facing The Squad Bench. (1) Streetside Action Area Facing The Squad Bench.	6
65-11-3805	<	Adjustable Drawer Divider (Ea) Adjustable/Removable Dividers with Binding Strip Specify Drawer Locations: (2) Curbside Head End Work Station, Facing The Squad Bench. (3) Curbside Foot End Facing The Squad Bench. (1) Streetside Action Area Facing The Squad Bench.	6

PART NO	S	DESCRIPTION	QTY
		All Running Streetside to Curbside.	
65-12-2600	<	Intellitec Clock/Time Manager Mounted In The Action Area Install as close to the suction unit as possible. Customer will need room for a radio forward of this clock.	1
65-12-2800	<	Intellitec Clock/Time Manager Mounted In Rear Head Cushion Specify Mounting Location: Rear Head Cushion, Above Rear Entry Doors.	1
65-12-5200	<	Simplex 900 Series Lock (Ea) Specify Cabinet Location: Upper Walk-Thru Cabinet.	1
65-13-4010	<	Install Dealer Supplied Heart Monitor Bracket Specify Brand and Model #of Desired Bracket: Specify Mounting Location And Include Overall Dimensions Of Heart Monitor With Bags: 22-24". Note: Zoll X series Defib mount that the customer uses measures 14" wide by 12" Deep. Head End Of Curbside Squad Bench Cabinet. Mount so that the front flat edge of the mount is 3 inches back from the aisle side edge of the shelf.	1
65-13-8500		Counter Top Height Polished Scuff Protector On Left Wall	1
65-14-1000		Squad Bench Height Polished Scuff Protector On Right Wall	1
65-14-4500	< >	Adjustable Vertical Shelf Divider (Ea) Specify Cabinet Locations: (8) LRO Cabinet - (4) Upper, (4) Lower. (4) Cabinet Above Streetside CPR Seat. (8) LFO Cabinet - (4) Upper, (4) Lower. (2) Forward Curbside Bandage Cabinet. (4) Rearward Curbside Bandage Cabinet. (12) Left Rear Base - (4) Above Each Shelf and Bottom Floor.	38
65-15-0005		Interior Laminate: Designer White D354-60	1
65-17-0007		Seam Sealed Cushions Vinyl: Sierra Dark Red C703-F	1
65-18-0002		Welting Between Cabinets: Light Gray	1
65-19-0012	< >	Counter Tops (Main): Sagebrush Standard with 1" Lip, Unless Specified.	1
65-20-0005	>	Counter Tops (Accent Stripe): Glacier White	1

PART NO	S	DESCRIPTION	QTY
65-21-0009	<	> Lonseal Floor Selection: Loncoin II Flecks #150 Onyx Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1
65-CS-0400	<	> Diamond Plate Waste Can Holder/Waste Container (Ea) Specify Location: Lower Walk-Thru Area Against RFS Wall Note: Intake Vent For HVAC Shall Be Installed Higher. Note: Garbage Can is 30" high and the bottom of the can is 8.5" X 12". Ref. 478219SD	1
65-CS-0950	<	Additional Counter Top Colors To Match As Specified. (1) Curbside Head End of Work Station. NO Lip.	1
65-CS-3000	<	Total Available Seating Positions In this Unit Including Cab, Module And Cot.	6
65-DL-0100	S	< Right Rear Overhead Cabinet Specify Custom Option: Right Hinged Framed Poly Cabinet will be located at the right rear facing the aisle and above the (3) drawers facing the squad bench. Make as tall as possible. Includes (2) Adjustable PVC Shelves. M1 Latched.	1
65-DL-0200	S	< Action Area Additional Cabinet Cabinet Shall Run Full Height From Countertop To Bottom Of The Action Area Angled Cabinet. Includes (1) Adjustable PVC Shelf. Door Shall Be A Right Hinged Heavy Poly. Cabinet Approx. 10" Wide. M1 Latched.	1
PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS			
70-01-0000		Static Module Fresh Air Intake Vent	1
70-01-1000		12 Volt Powered Exhaust Fan	1
70-01-1500	<	Cabinet Mounted Free Blow 12 Volt Pro Air Rear Heat/AC Unit Includes Digital Temperature Display. Includes Climate Indicators For Heat/AC/Fan Speed. Includes High-Medium-Low Fan Speeds.	1

PART NO	S	DESCRIPTION	QTY
		Note: Install air intake vent up high on RFS wall for the waste container in option 65-CS-0400.	
70-01-2400	<	Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1
70-01-2500		<i>Standard R.F.S. Overhead Cabinet Heat/AC Unit Location</i>	1
70-01-6500	<	<i>Yellow Certifoam High Density Insulation Body/Floor/Doors (R-6)</i> GAS CHASSIS' INCLUDE THERMOTECH HEAT BARRIER PART #F18084. THIS GOES ON THE HEAT SHIELD THAT GOES OVER THE AXLE. THIS ALSO GETS THE THERMO HEAT INSULATION BLANKET ON THE BOTTOM OF THE FLOOR AND GOES FROM THE FRONT OF THE MODULE TO THE FUEL TANK.	1
70-01-6600	>	Automotive Grade Undercoating Under Module Body	1
70-02-2720	<	<i>Code 3 Vital Vio Bacteria Killing Light (ea)</i> Streetside #1 and #3. From Cab To Rear. Curbside #2 and #4. From Cab To Rear.	4
OXYGEN SYSTEM			
75-01-0000		Ohio Style Action Area Oxygen Outlet	1
75-01-2010	S <	<i>Ohio Style Ceiling Mounted Oxygen Outlet Mounted In Ceiling Center</i> Patient waist area. Ref. 478219SD	1
75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1
75-01-8000	< >	<i>Interior Oxygen Access/Viewing Door</i> ACCESS DOOR WILL BE A RIGHT HINGED (WITH CHAIN) POLYCARBONATE FRAMED DOOR ON THE CURBSIDE REAR FACING THE AISLE.	1
75-02-0000	<	<i>"M" Oxygen Tank Bracket In Non-Standard Location</i> Specify Location: P-5, Curbside Rear Compartment Mount on wall #2, Close to Wall #1.	1
75-03-1500	< >	<i>Ferno #516 Oxygen Mount (Dual Floor)(Ea)</i> Specify Location: Located at the curbside head end squad bench, facing the step well. Bottom Hinged Solid Surface Door. Entire Interior of this area to be vortex. see option 65-08-5200. ADD THE VELCRO STRAPS.	1
SUCTION SYSTEM			

PART NO	S	DESCRIPTION	QTY
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1
80-01-1505	<	1 Ohio Style Recessed Suction Area Suction Outlet Includes Quick Disconnect For Outlet. Hose Barb Must Fit The Suction Hose. Vacuum mounted on wall #2 of the suction area.	1
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set. Includes Standard Suction Outlet #80-01-1505.	1
80-01-8500	S	< > Recessed Suction Unit Below Action Area Below Head end of streetside squad bench.	1
		Note: Slide Out With Notched Ploy Face, M1 Latched.	
		PAINT	
85-00-0100	S	< > Standard Paint Process And Warranty Includes 6 Year Pro-Rated DuPont Paint Warranty.	1
85-00-0500	<	O.E.M. White Chassis Color Ship Loose Tube Of O.E.M. White Touch-Up Paint With The Unit.	1
85-01-1500	<	Paint Module Body Other Color ILOS O.E.M. White Specify Color: RED # 29059EW. Touch-Up Paint Is Included For Colored Module Body.	1
85-01-4500		Delete Standard Beltline Stripe	1
85-02-8500	<	Custom Two-Tone Paint Specify Location And Color: Lower Cab Painted Red, Upper Painted White. (Includes Cab Roof "A/B" Posts, Hood).	1
		This Paint Line Is Painted Up To The Door Gaskets Into The Jamb.	
		Red will be in line with the top of the headlamp of the chassis, Follow thru to the body in a straight line.	
		White Will Angle upwards at approx 22" from the front of the body up to the top at approx 78" from the front of the body.	
		Note: Module Roof To Be White. Ref. 478219SD	
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1

PART NO	S	DESCRIPTION	QTY
85-03-2500		> <i>Delete Standard Edge Pinstripe</i>	1
85-04-0600		< > <i>6" Wide Rear Wall Chevron (Two Color-Full Wall)</i> Specify Tape Color #1: Red 983-72. Specify Tape Color #2: Fluorescent Yellow Green 983-23.	1
85-04-1000		< > <i>Lower Door Panel Chevron (Inner Door Panel) (Ea)</i> Requires Smooth Aluminum Door Panels ILOS. Specify Width: 6". Specify Tape Color #1: Red 983-72. Specify Tape Color #2: Fluorescent Yellow Green 983-23. Note: Entry Door Panels. Ref. 478219SD	3
85-04-1200		> <i>Diamond Grade Chevron Upgrade</i> ***EMBLEMS AND DECALS***	1
90-01-0500		<i>Install Roof "SOL" Decal Only (Delete All Other Decals)</i>	1
90-01-1100		< "NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1
90-01-5100		< <i>Install 3/4" White Reflective Tape Around Side And Rear Entry Doors</i> KKK-F Certification Requirement.	1
95-DC-LL01	S	< <i>Stryker Power Load System</i> Specify Custom Option: Dealer Supplied, Life Line Installed. see 65-02-2240.	1
95-DC-LL02	S	< <i>Stryker Power Pro Cot</i> Specify Custom Option: Dealer Supplied, Ship With Completed Ambulance.	1
95-DC-LL03	S	< <i>Setcom System Wired/Two Head Set Cab Only</i> Specify Custom Option: Dealer Supplied, Life Line Installed. Wired Two Person Headset In Cab Only. see 10-DL-0300.	1
95-DC-LL04	S	< <i>Customer Supplied Radio Cables</i> see 55-02-6500.	3
95-DC-LL05	S	< <i>Customer Supplied Heart Monitor Bracket</i> see 65-13-4010.	1

PART NO	S	DESCRIPTION	QTY
95-DL-0100	S	Dealer Supplied/Installed Custom Option	1
END OF QUOTE/PRODUCTION ORDER			
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penalty Pricing. The Revision Rate Is \$75.00 Per Hour With 1 Hour Minimum Charge.	1
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$75.00 Per Hour With 1 Hour Minimum Charge.	1
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1
95-SP-0700		Change After Production Start (Published Price + 75%)	1
95-SP-0800		Change After Production Completion (Published Price + 100%)	1
	<	<p data-bbox="578 741 1195 768" style="text-align: center;">***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***</p> <p data-bbox="501 772 1279 936">This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles.</p> <p data-bbox="501 978 1279 1073">THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS.</p> <p data-bbox="501 1115 675 1142">Date Of Order:</p> <p data-bbox="501 1184 764 1211">Franchised Distributor:</p> <p data-bbox="501 1253 686 1281">Quote Number:</p> <p data-bbox="501 1323 1179 1350">Ordered By: _____</p>	
Total			276,632.00

<p>APPROVAL</p> <p><i>KPK</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/17/2023</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>League of Wisconsin Municipalities Mutual Insurance (LWMMI) Presentation by Matt Becker, CEO</p>	<p>ITEM NUMBER</p> <p>G.4.</p>
<p>Matt Becker, CEO of the League of Wisconsin Municipalities Mutual Insurance (LWMMI), will be in attendance to provide a presentation and overview on LWMMI, the City's liability insurance carrier.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Informational item only.</p>		

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JRH</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1-17-2023</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Review of Fire & Police Commission Action Regarding the Request to Raise the Maximum Accrual Level for Compensatory Time for the Police Sergeants from 110 Hours to 200 Hours to Mirror the Police Union Accrual Level, and Discussion and Possible Action Regarding the Same.</p>	<p>ITEM NUMBER</p> <p style="text-align: center;">G.5.</p>

This item was considered by the Personnel Committee at a number of meetings, and recommended for denial, by a vote of 3-2, at the October 17, 2022 meeting.

This item was then brought to the Common Council on 11/1/2022 where it was sent to the Fire & Police Commission for review and recommendation.

Francesco Mineo, President, sent an email stating this is not an issue the Fire & Police Commission have any control over, and the Commission will not be taking up or preparing any statement/opinion on this issue.

It is being brought back to the Common Council for discussion and possible action to raise the maximum accrual level for compensatory time for the Police Sergeants from 110 hours to 200 hours to mirror the Police Union accrual level.

COUNCIL ACTION REQUESTED

Motion to approve/deny the request to raise the maximum accrual level for compensatory time for the Police Sergeants from 110 hours to 200 hours to mirror the Police Union accrual level.

Dana Zahn

From: Franco Mineo <francescomineo@rocketmail.com>
Sent: Tuesday, November 15, 2022 8:36 PM
To: Steve Olson
Cc: Dana Zahn
Subject: Referral to the Fire and Police Commission

Good Evening Mayor Olson,

I was informed that the common council referred an issue involving benefits for the Franklin Police sergeants to the Commission. I have reviewed what the Fire and Police Commission can address and it is my understanding that any issues involving benefits, salaries, etc are not issues that the Fire and Police Commission have any control over. Based on that review, the Commission will not be taking up or preparing any statement/opinion on this issue.

If you have any questions, please let me know.

Have a good night,

Francesco Mineo
Acting President
Franklin Fire and Police Commission

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">11/1/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Personnel Committee Recommendation to Deny the Request to Raise the Maximum Accrual Level for Compensatory Time for the Police Sergeants from 110 Hours to 200 Hours to Mirror the Police Union Accrual Level</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.6.</p>

This item was considered by the Personnel Committee at a number of meetings, and recommended for denial, by a vote of 3-2, at the October 17, 2022 meeting.

BACKGROUND

Attached are excerpts from the City of Franklin Employee Handbook regarding 'Benefit Exceptions for Sergeants', along with Police Sergeant compensatory time accrual balances. The Handbook identifies a specific list of policies and benefits for the Police Sergeants that deviate from those offered to other non-represented supervisors so as to match the benefits provided to members of the Franklin Police Officers Association. The Handbook also identifies a specific list of policies and benefits for Police Department Sergeants that do not deviate from those offered to other non-represented supervisors and the majority of these are more favorable to the union benefits.

The following are the benefits afforded to the Police Sergeants that are not offered to the Police Union:

Dental Insurance – For Police Sergeants participating in the dental insurance program, the City shall pay 100% of the single or family premium, whereas for employees of the Police Union only the single premium is paid. *The annual value of this benefit in 2022 is approximately \$771*

Life Insurance – For Police Sergeants, the amount of coverage is equal to two times the employee's base annual earnings, whereas for employees in the Police Union the amount of coverage is equal to one time the employee's annual earnings. *The value of this benefit in 2022 is the annual salary of a Sergeant, approximately \$90,700 (2,002 hours worked * \$45 78 or \$44 79 per hour (depending on tenure) = \$90,712)*

Personal Holidays – Police Sergeants are provided an extra personal holiday per year, after five years of service with the City, in addition to the 4 days per year during each of the first 4 years of employment, whereas employees in the Police Union are provided 4 personal holidays per year throughout their entire tenure. *The annual value of this benefit in 2022 is \$362, plus the matching retirement benefit and taxes*

Vacation Days – Police Sergeants are provided an extra week of vacation during the period of 18-22 years of service without having accumulated 130 days of unused sick leave, whereas employees of the Police Union are required to have accumulated 130 days of unused sick leave to obtain this benefit. *The approximate value of this benefit in 2022 is \$1,811 per year for up to five years, if the Sergeant does not have 130 unused sick days accumulated.*

Sick Leave is different for the Police Sergeants and the Union and the difference in those benefits is as follows:

Sick Leave - Police Sergeants receive 1 bonus sick day for every 4 months that they do not utilize sick leave, whereas employees of the Police Union receive a sick leave incentive which has averaged out to

approximately \$231 per union employee over the past 4 years. It is also important to note that pre-pandemic this average was approximately \$298 per union employee.

ANALYSIS

There was a request to monetize the effect/exposure of changing the maximum accrual for compensatory time for the Police Sergeants from 110 hours to 200 hours, if the hours were earned 10 years prior to being paid out. There are two components to this:

- If an employee gets paid out for compensatory time at the end of employment, and has 200 hours of compensatory time accrued, it would extend the employee's employment by more than 24 work days which equates to more than a month of work time. The cost of these 24 days, based on the 2021 pay rate for a Sergeant, is approximately \$9,058. This type of extension would also increase some benefits paid, specifically WRS, up to two months. If the compensatory time at the end of employment was limited to the current threshold of 110 hours, that would cost approximately \$4,076 less, and include not more than one month of extra benefits. *So, between the 110-hour threshold and the 200-hour threshold, the extra cost is conservatively \$4,076 less, plus matching benefits and taxes. Please note that this has budgetary ramifications and could require positions to be kept open to fund*
- Also, if a Sergeant earned compensatory time early on in his/her career, and then held it until a later year, the City would be required to pay those hours out at the rate in place at the time of payment rather than the rate in place when the time is earned. An example of this is as follows: for a ten-year period, using 2011 as the base year, with a Sergeant rate of pay at \$35.54, and a payout year of 2021, with a Sergeant rate of pay at \$45.78/\$44.79, *the extra payment for 90 hours would be \$878*
- *So, in total, changing this benefit could conservatively cost \$4,954, plus matching benefits and taxes, per employee if the maximum accrual is achieved and the hours are carried for ten years.*

In addition, there were a few items described incorrectly at the Personnel Committee Meeting; the details are as follows:

- It was stated that the difference in pay between Police Sergeants and Police Officers in the union is 7.5%; however, the actual differential in pay rates is between 13.7% - 16.2%, depending on the tenure of the Sergeant.
- It was stated at the Personnel Committee Meeting that longevity is no longer in place for Police Sergeants or Police Union employees; this is not correct as the payments have been verified through the payroll system.

RECOMMENDATION

The Personnel Committee recommended maintaining the maximum accrual level for compensatory time for the Police Sergeants at 110 hours. This equates to nearly three weeks of work time.

COUNCIL ACTION REQUESTED

Motion to deny the request to raise the maximum accrual level for compensatory time for the Police Sergeants from 110 hours to 200 hours to mirror the Police Union accrual level.

**Compensatory Time Balances
2022 and 2021
Police Sergeants**

Department	Job Title Description	Pay Rate	Hire Date	Years of Service	Current Balance Hours	8/15/2022 Balance-Hours	9/27/21 Balance- Hours
Police	Police Sergeant	\$45 78	11/30/2010	11 years, 10 months	109 60	40 96	42 45
Police	Police Sergeant	\$45 78	04/04/2001	21 years, 6 months	42 79	41 40	42 37
Police	Police Sergeant	\$45 78	08/13/2018	4 years, 2 months	23 02	56 02	2 27
Police	Police Sergeant	\$44 79	08/24/2015	7 years, 1 month	21 52	80 26	87 49
Police	Police Sergeant	\$44 79	07/07/2014	8 years, 3 months	11 87	0 62	18 47
Police	Police Sergeant	\$44 79	01/04/2016	6 years, 9 months	11 12	44 12	48 98
Police	Police Sergeant	\$45 78	07/31/2006	16 years, 2 months	0 00	0 00	0 00
Police	Police Sergeant	\$46 78	8/30/1999	23 years, 1 month	0 00	0 00	0 00

because of said injury, but not to exceed one year from the date of injury. In no event will such supplemental pay and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take home" pay.

All fringe benefits shall continue to accrue while the employee is absent due to Workers Compensation injury.

Due to operational need, the affected employee's position may be filled while the employee receives Workers Compensation benefits. However, all positions shall be considered open pending the affected employees return to work.

"Light duty" may be granted per policy of the affected Department Head and/or at the discretion of the Director of Administration. Light duty is work performed in a temporary position created for the sole purpose of providing short term employment for an injured employee pending their return to their regular position. Light duty is not to be considered as an accommodation under the Americans with Disabilities Act. Employees given light duty shall follow all normal personnel policies.

When the City shall have made any such payment and the employee makes claim for damages against any third party or his/her insurer, the City shall be entitled to receive from any damages recovered by such employee reimbursement for such wages paid in the same proportions prescribed by Section 102.29, Wisconsin Statutes, for Workers Compensation payments.

Tuition Reimbursement (Fire Department)

Fire Department commanders who have completed two (2) years of full-time service with the City shall be eligible for the following education reimbursement. Each commander may be reimbursed for tuition for college classes, up to a maximum of \$ 1,000.00 per year. To be eligible for this reimbursement, the following conditions must be met:

1. Coursework must be pre-approved by the Fire Chief
2. The commander must obtain a grade of at least C for an undergraduate course and B for a graduate level course.
3. The City shall not be responsible for the cost of any books, supplies, or other items and services. The City shall be responsible for tuition only to the extent set forth above.
4. Tuition reimbursement will be limited on a 1st-come, 1st-served basis and to the amount appropriated in the budget by the Common Council.

Benefit Exceptions for Sergeants

Certain policies and benefits for Police Department Sergeants deviate from those indicated herein for other supervisors. The following fringe benefits for Sergeant's shall continue to be implemented so as to match the benefit provided to members of the Franklin Police Officers Association, as if they were written directly herein in such a manner.

Health Insurance	Retiree Health Insurance
Pension Plan	Longevity (Remains in place in 2022)
Holidays	Severance Pay
Funeral Leave	Donation of Vacation Time
Workers Compensation	Military Leave
Long term Disability	Auto and Homeowner Insurance
Short term Disability and Other Insurance	Direct Deposit
Clothing Allowance	College Incentive (eliminated/replaced with a pay raise)
Jury Duty	Trades
Overtime – Section 8.01(A) and 8.03 (as of 2005-2006 contract)	

Certain policies and benefits for Police Department Sergeants do not deviate from those indicated herein for other supervisors. The following fringe benefits for Sergeant's shall continue to be implemented so as to match the benefit provided to other supervisors as set forth herein.

Dental Insurance	Life Insurance
Sick Days	Vacation Days
Personal Days	Section 125 Flexible Benefits
Deferred Compensation Section 457 Plan	

~~Sergeants are eligible to receive Compensation Time (Comp/Time) - In lieu of pay, Sergeants may accumulate compensatory time off to a maximum balance of eighty two and one-half (82.5) hours. Overtime will be in pay if the employee's balance is 82.5 hours. All overtime balances may be carried forward and not paid out during or at the end of a year. Overtime may be taken off with the Chief's approval.~~ Updated language attached *

Application of Benefits for Extended-Term, Part-Time Employees with Benefits

Extended-term, part-time employees with benefits, as described in Section 1.4.6 of the Personnel Administration Program, shall be eligible for the benefits set forth in Section 3.18 thereof.

For Extended-Term, Part-Time Employees With Benefits who participate in the Health Insurance and/or Dental Insurance program, the City shall pay the following percentage of the monthly premium after deducting the regular employee premium share as established by the Common Council. The employee shall pay, through payroll deduction, all remaining amounts.

<u>Employee Scheduled</u>	<u>City Funded:</u>
At least 30 hours but less than 37.5 hours/week	75% of the normal benefit
At least 20 but less than 30 hours/week	50% of the normal benefit

For Extended-Term, Part-Time Employees With Benefits who qualify for severance and clothing allowance pay the payment shall be based on a prorated share of the normal payment calculated by applying the following percentages:

2. The commander must obtain a grade of at least C for an undergraduate course and B for a graduate level course.
3. The City shall not be responsible for the cost of any books, supplies, or other items and services. The City shall be responsible for tuition only to the extent set forth above.
4. Tuition reimbursement will be limited on a 1st-come, 1st-served basis and to the amount appropriated in the budget by the Common Council

Benefit Exceptions for Sergeants

Certain policies and benefits for Police Department Sergeants deviate from those indicated herein for other supervisors. The following fringe benefits for Sergeant's shall continue to be implemented so as to match the benefit provided to members of the Franklin Police Officers Association, as if they were written directly herein in such a manner.

Health Insurance	Retiree Health Insurance
Pension Plan	Longevity
Holidays	Severance Pay
Funeral Leave	Donation of Vacation Time
Workers Compensation	Military Leave
Long term Disability	Auto and Homeowner Insurance
Short term Disability and Other Insurance	Direct Deposit
Clothing Allowance	
Jury Duty	Trades
Overtime – Section 8.01(A) and 8.03 (as of 2005-2006 contract)	

Certain policies and benefits for Police Department Sergeants do not deviate from those indicated herein for other supervisors. The following fringe benefits for Sergeant's shall continue to be implemented so as to match the benefit provided to other supervisors as set forth herein

Dental Insurance	Life Insurance
Sick Days	Vacation Days
Personal Days	Section 125 Flexible Benefits
Deferred Compensation Section 457 Plan	

Updated language



Sergeants are eligible to receive Compensation Time (Comp Time) - In lieu of pay, Sergeants may accumulate compensatory time off to a maximum balance of one hundred and ten (110) hours. Overtime will be in pay for any portion of overtime earned if the employee's compensation time balance would exceed 110 hours. Any portion of a compensatory time balance accumulated may be carried forward from one calendar year to a subsequent calendar year; however, any such balance carried forward may only be taken off and may not be paid out except in the case of termination. Once per month, except in December, and in conjunction with the time sheets submitted for the last pay date of each month, employees may request payout of any compensation time balance accrued during that calendar year. Payout is made at the then current rate of pay. Compensation time may be taken off with the Chief's approval. By carrying forward compensation time into a subsequent year, the employee is acknowledging the City's policies and practices for granting use of compensation time as reasonable."

Vacation Accrual Rates

Note: Vacation Accrual Rates may be adjusted as required by policy administration

Supervisors, Managers, and Eligible Employees not otherwise listed below:

<u>Continuous Length of Service</u>	<u>Vacation Accumulation</u>	<u>Maximum Carry Over</u>
1st month thru 60th month	80 hours / year or 3.08 hours/ pay period	120 hours
61st month thru 144th month	120 hours / year or 4.62 hours /pay period	180 hours
145th month and over	160 hours / year or 6.16 hours / pay period	240 hours

Note: Employees who have 18 years of continuous service may convert up to 40 hours of accumulated sick leave per year to additional vacation leave by electing to do so in writing prior to January 31st of the following year, except Inspection, Engineering Technicians, Police Department Clerical (excluding Police Administrative Assistant), Municipal Court employees, Clerical Employees, and Dispatchers must have accumulated 130 days of sick leave at the end of the calendar year to qualify and except supervisory and management personnel do not need to submit the request prior to January 31st. After 22 years of continuous service Police Department command staff, including Sergeants, do not have to convert sick leave and shall be entitled to an accrual rate incorporating the additional 40 hours (7.7 hours / pay period).

Note: In the event that a Police Captain of record and the Police Inspector of record as of 1/1/2004 has suffered a major illness or a series of illnesses wherein the employee has used twenty (20) successive days of sick leave and would have been eligible for the vacation set forth above, had not such illness occurred, then those days taken for major sick leaves shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required.

Note: After 20 years of continuous service Clerical Employees do not have to have accumulated 130 days of sick leave at the end of the calendar year to qualify for the allowable conversion.

Department of Public Works employees, Sewer and Water Department employees, and custodial employees:

<u>Continuous Length of Service</u>	<u>Vacation Accumulation</u>	<u>Maximum Carry Over</u>
1st month thru 72nd month	80 hours / year or 3.08 hours/ pay period	120 hours

- (2) A Light Equipment Operator (LEO) or Sewer & Water Technician promoted to Heavy Equipment operator (HEO) or Sewer & wWater Operator I (Operator I) will not receive a higher wage rate than a long-term HEO or Operator I, who is consistently in good standing, which action results in a lower minimum promotion allowance of approximately 4.38 %.
- e. **Non-Scheduled Wage Adjustments.** At any time or at any position in the range an Appointing Authority may recommend a flat or percentage amount merit award for an individual that may be a one-time award, an award for a fixed-period up to one calendar year, or an adjustment to the base, which adjustment to the base may not exceed the grade maximum salary. Any such award, or combination of such awards during a calendar year, is subject to approval by the Mayor, following review and recommendation by the Director of Administration, but may not exceed a 5% increase in annual gross compensation without approval by the Common Council. Any such award is dependent upon available appropriations.
- f. **Salary Maximums.** An individual whose salary exceeds or would exceed the maximum of the range may not receive any part of an increase that exceeds the maximum of the range, unless otherwise specifically approved as provided for above. If a Market Adjustment to the Pay Range occurs during the same calendar year and within six months of such an instance and the individual's salary following the Market Adjustment to the Pay Range is now within the salary range, that portion of the increase that was vacated, up to the maximum of the range, may be reapplied retroactively.
- g. **Rounding and General Administration.**
- i. Minimum, maximum, and Market Rate annual salary rates shall be rounded to the nearest dollar for both presentation and application purposes.
 - ii. For part-time positions the minimum salary, maximum salary, and Market Rate shall be calculated on a proportional basis as shall be determined by the Director of Administration.

COMPENSATION PLAN FOR POLICE SERGEANTS AND CAPTAINS

Effective January 1, 2020, Police Sergeants and Captains do not participate in the above described existing hybrid-merit compensation plan and are placed into a step-and-grade plan as set forth below. As such and for example, Non-scheduled Wage Adjustments and Merit Adjustments are not provided for herein.

1. The first step of a new Sergeant step-and-grade plan shall be the highest, rounded to the nearest dollar, of
 - a) 7.5% above the hourly contractual rate for Patrol Officer annualized (rate x 1.075 x 2002 hours) or
 - b) 2.0% above the hourly contractual rate for Detective annualized as if Patrol Officer (rate x 1.02 x 2002 hours).

2. The third (also known as the top or maximum) step of a new Sergeant step-and-grade plan shall be initially set at \$87,442, which is equal to the current actual base

salary of the highest paid Sergeant increased by .95% (differential percentage increase between Police Officers and Sergeants when considering a .5% wage differential from 2018 and a .45% wage differential from 2019).

3. The second step of a new Sergeant step-and-grade plan shall be the mid-point between the first and third steps.

4. Each step of the step-and-grade plan for the Captains shall be 20 percent higher than the corresponding step of the step-and-grade plan for the Sergeants, rounded to the nearest dollar.

5. The first and third steps of the Sergeants' step-and-grade plan shall be adjusted equivalent to, on the same basis as (for example, percentage versus flat dollar), and at the same time as wage increases awarded in the WPPA union labor contract, unless otherwise directed by the Common Council in the event of special circumstances. The Captains' steps would, therefore, be simultaneously adjusted.


6. Each Sergeant and Captain shall be placed within the plan based upon their seniority in the rank. One year of satisfactory or better service in the rank is required between steps; as such, less than satisfactory service may delay a step increase as determined by the Police Chief. Actual wages of each Sergeant and Captain shall be adjusted concurrent with adjustments to the pay plan provided said employee has satisfactory performance, as determined by the Police Chief. [As such, the affected positions would receive a wage adjustment at the start of 2020 with their initial placement in the plan and approximately April 1, 2020 based upon the settled labor agreement.]

Performance Appraisals

To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. Consistent with this goal, your performance will be evaluated by your supervisor on an ongoing basis. You will also receive periodic written evaluations of your performance. Such evaluations will normally occur after you have been employed for six months, on your first anniversary date, and annually thereafter. In addition, if you are promoted or transferred to a new position, your performance will normally be evaluated in writing after you have been in your new job for six months.

All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also take into account your conduct, demeanor, and record of attendance and tardiness.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE January 17, 2023
Reports and Recommendations	Motion to approve the Director of Health and Human Services to increase the .1 FTE Sanitarian position to a .4 FTE Sanitarian position beginning January 18, 2023.	ITEM NUMBER <i>G.6.</i>

Background: The Franklin Health Department has been an Agent for the Wisconsin Department of Agriculture, Trade, and Consumer Protection since 2007 conducting the licensing and inspection services for all food, hotel, motel, and public pools within the community. In a typical year, Franklin Health Department Sanitarian staff inspect licensed establishments to ensure compliance and safe practices. With the COVID-19 pandemic, inspections were delayed during the Public Health Emergency and COVID 19 response. With 2020 and 2021 staff efforts being shifted almost entirely to pandemic response, the Franklin Health Department has since been aiming to increase inspection services to pre-pandemic levels.

Analysis: In addition to our one full time Registered Sanitarian, we have a .1 FTE staff member dedicating time to inspections. The aim is to temporarily increase FTEs allocated for this individual from .1 to .4 FTE in 2023 to dedicate time to routine inspections and new establishments within Franklin. Since 2020, the Franklin Health Department has licensed over ten additional permanent establishments within our jurisdiction and this number is expected to continue to grow. With continued increases in the number of establishments coming to Franklin, as well as more special events, an increase in Health Department sanitarian staff time will contribute to ensured food, water, and lodging safety.



Fiscal Impact: This increase of .3 total FTE's equates to approximately \$32,694 for 2023 which will be fully funded with the current Franklin Health Department Workforce Development Grant. This grant budget period runs through June 30, 2023 with an expected and anticipated budget period extension.

Recommendation: The Director of Health and Human Services recommends the approval of the increase of Environmental Health Sanitarian from .1 FTE to .4 FTE for 2023.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the Director of Health and Human Services to increase the .1 FTE Sanitarian position to a .4 FTE Sanitarian position beginning January 18, 2023.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE January 17, 2023
Reports and Recommendations	Motion to allow the Director of Health and Human Services to sign and continue the Memorandum of Understanding (MOU) with the West Allis Health Department for the Women, Infants and Children Program.	ITEM NUMBER 

Background: Since 2007, the Franklin and West Allis Health Departments have partnered to bring the services of the Women, Infants, and Children (WIC) Program to eligible Franklin residents. WIC is a program that provides nutrition education and breastfeeding support to at-risk pregnant, breastfeeding and postpartum women, infants and children. Eligible residents are able to make appointments through the West Allis Health Department and attend a clinic date and time around the community that meets their schedule and needs.

Analysis: The MOU allows residents the ability to enroll in a program with clinic sites near Franklin. The West Allis Health Department WIC staff maintain direct connections to the Franklin Health Department staff for any further health concerns, questions, and follow-up these clients may need at a local level. There are no significant changes to the MOU for 2023.

The MOU has been sent to the City of Franklin legal counsel for review in January 2023 with no changes recommended.

Fiscal Impact: There is no additional fiscal responsibility for the Health Department with this MOU.

Recommendation: The Director of Health and Human Services recommends maintaining the MOU with West Allis Health Department to provide WIC services to eligible Franklin residents.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to sign and continue the Memorandum of Understanding with the West Allis Health Department to provide screening and consultation services for Franklin residents enrolled in the Women, Infants, and Children (WIC) program.



Public Health
Prevent Promote Protect

Health Department
health@westalliswi.gov
414.302.8600

December 9, 2022

Lauren Gottlieb, MPH, CHES
Franklin Health Department
9229 W. Loomis Road
Franklin, WI 53132

Dear Lauren,

Please find enclosed the Memorandum of Understanding in place with the Franklin Health Department and the West Allis WIC Program. This MOU allows information sharing as specified between our programs. An update of signature is needed to reflect administrative changes to your organization. Please sign and return one copy of the MOU enclosed and keep the other copy for your files. Thank you for your ongoing partnership to best provide mutual services to our WIC families.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Davies".

Cheryl Davies, RDN, CD, CLS
WIC Director, West Allis Health Department

Enclosures: Franklin MOU

**Memorandum of Understanding
Between
West Allis Health Department WIC Program
And
Franklin Health Department Programs**

Title: Information Sharing between the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Franklin Generalized Public Health Nursing Programs.

I. Purpose

This document represents an intra-agency agreement between the West Allis Health Department WIC Project, representing the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program and the Franklin Health Department Generalized Public Health Nursing, all operating within the City of Franklin for the purpose of sharing WIC applicant and participant information.

II. Definitions

“Confidential Information” means any information about a WIC applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s). Confidential Information does not include treatment for mental illness, developmental disabilities, alcoholism or drug abuse, or HIV infection test results or HIV status.

“Programs” means the home or clinic visiting programs to provide or arrange for the availability of services and actions to promote, maintain or restore health and prevent disease and injury that are directed at current and emerging needs of the community, vulnerable population groups and families and individuals referred by physicians and other health care providers, health maintenance organizations and other sources for health education or follow-up care

“ROSIE” means the Real-Time Online Statewide Information Environment, the Wisconsin, WIC Program data system that maintains WIC clinic data on a central database.

III. Access to Confidential Information

- A. WIC Program staff may share Confidential Information with the Programs for any of the following purposes.
- To establish the eligibility of WIC applicants or participants for the Programs;

- To conduct outreach to WIC applicants and participants for the Programs’
To enhance the health education, or well-being of WIC applicants or
participants who are currently enrolled in the Programs;
 - To streamline administrative procedures in order to minimize burdens on
staff, applicants, or participants in either the Programs or the WIC
Program.
- B. The Programs may use the Confidential Information only for the purpose(s) for
which the WIC program shared the Confidential Information and for no other
purpose. The Programs may not disclose the Confidential Information to a third
party without the prior written consent of the WIC participant.
- C. The data elements of the Confidential Information that may be shared are:
- 1.) Name, address, telephone numbers, number in the household
members, age, gender, date of birth
 - 2.) Weight, height, hemoglobin, test results and date they were
completed
 - 3.) Appointment date, time, guardian’s name, ad food instrument
(FI) pick-up day
- D. The Programs will take all reasonable security measures to prevent any
unauthorized disclosure of the Confidential Information.
- E. WIC applicant and participants will be informed prior to disclosure.
- F. Restriction on the use of disclosure of Confidential Information shall survive the
termination or expiration of this agreement.

IV. Term

- A. This agreement shall become effective upon the latest date of signing.
- B. This agreement may be amended in writing at any time by mutual consent of the
parties. Amendments will be written and signed by the proper representatives of
each party and shall identify the exact nature of the amendment(s). Any
amendments will be attached as amendments or as clarifications to the agreement.
- C. This agreement shall continue in effect until either party terminates this
agreement by providing a thirty-day advance written notice of the other party or
until such time as state or federal law changes to invalidate the agreement. The
agreement shall be annually reviewed by the WIC Director and a representative(s)
of the Program(s) and revised upon the mutual concurrence of the parties.

**Memorandum of Understanding
Between
Franklin Health Department
And
West Allis Health Department WIC Program**

Signature Page

Signatures:

**Health Officer
Franklin Health Department**

Cheryl Quamie

WIC Project Director

Date

12/9/22

Date

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APPROVAL [Signature]	REQUEST FOR COUNCIL ACTION	MEETING DATE January 17, 2023
Reports and Recommendations	Presentation of the 2022 Franklin Health Department Annual Report.	ITEM NUMBER G 8.
<p>Summary: Presentation of the 2022 Franklin Health Department Annual Report.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>Motion to accept and place on file the 2022 Franklin Health Department Annual Report.</p>		

Health Department: LG

REPORT TO THE COMMUNITY

2022



Franklin Health Department



HEALTH
DEPARTMENT

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- 1** Franklin Health Department Overview
- 3** Referrals, Screenings, and Direct Services
- 5** Data Driven Initiatives
- 6** Environmental Health
- 8** Emergency Preparedness
- 9** Franklin Health Department in the Community
- 10** Volition Franklin
- 13** Get Involved

FRANKLIN HEALTH DEPARTMENT OVERVIEW



Executive Summary

Local health departments are established based on Wisconsin Statute Chapter 251.02(2). In Milwaukee County, there are 12 local Health Departments each maintained at the municipal level. The Franklin Health Department is a Level II Health Department and provides Public Health Nursing, Environmental Health Services, Health Promotion and Education, as well as Emergency Preparedness Services in the Franklin community.

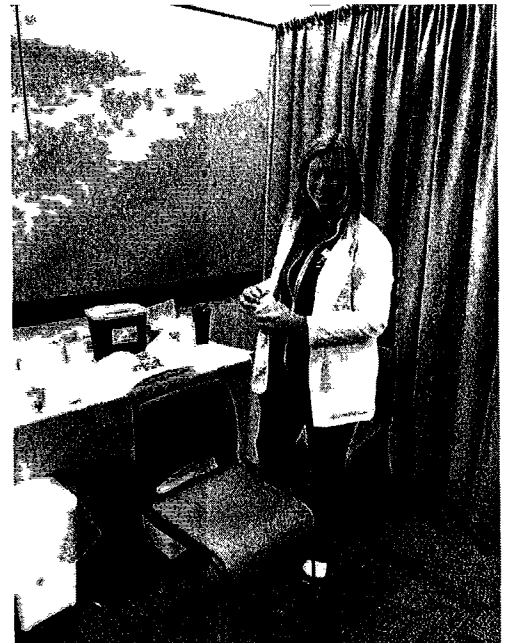
The mission of the Franklin Health Department (FHD) is to protect and promote health and prevent disease and injury for all those that live, work, and play in the community. Although some may never have direct contact with the FHD, many of the improvements you see that prolong life and promote health and safety are a result of the work of our staff in and around the community.

Mission Statement

The Franklin Health Department shall protect and promote health as well as prevent disease and injury by providing population based services that focus on improving the health status of the entire community.

Staff consist of Public Health Nurses, Public Health Specialists, and Registered Sanitarians who focus work on:

- Communicable disease surveillance, prevention and control
- Public Health Nursing
- Emergency Preparedness
- Health Promotion
- Disease Prevention
- Human Health Hazard Prevention and Control



FRANKLIN HEALTH DEPARTMENT STAFF

Lauren Gottlieb, MPH, CHES, Health Officer

Angela Beyer, RS

Jamie Kinzel, RS

Alexandra Crissey

Kim Buelow, RN

Jamie Kopera, RN

Amy Kremski, RN

Carol Sibilski, RN

Ellen Henry, BS, CHES

Megan Conway, BS, CHES

BOARD OF HEALTH MEMBERS

Alderman Mike Barber

Henry Wengelewski, DDS, Char

Wayne Hustad

Amy Marzofka

Pat Nissen

Peggy LeMahieu

Lori O'Neil, RN

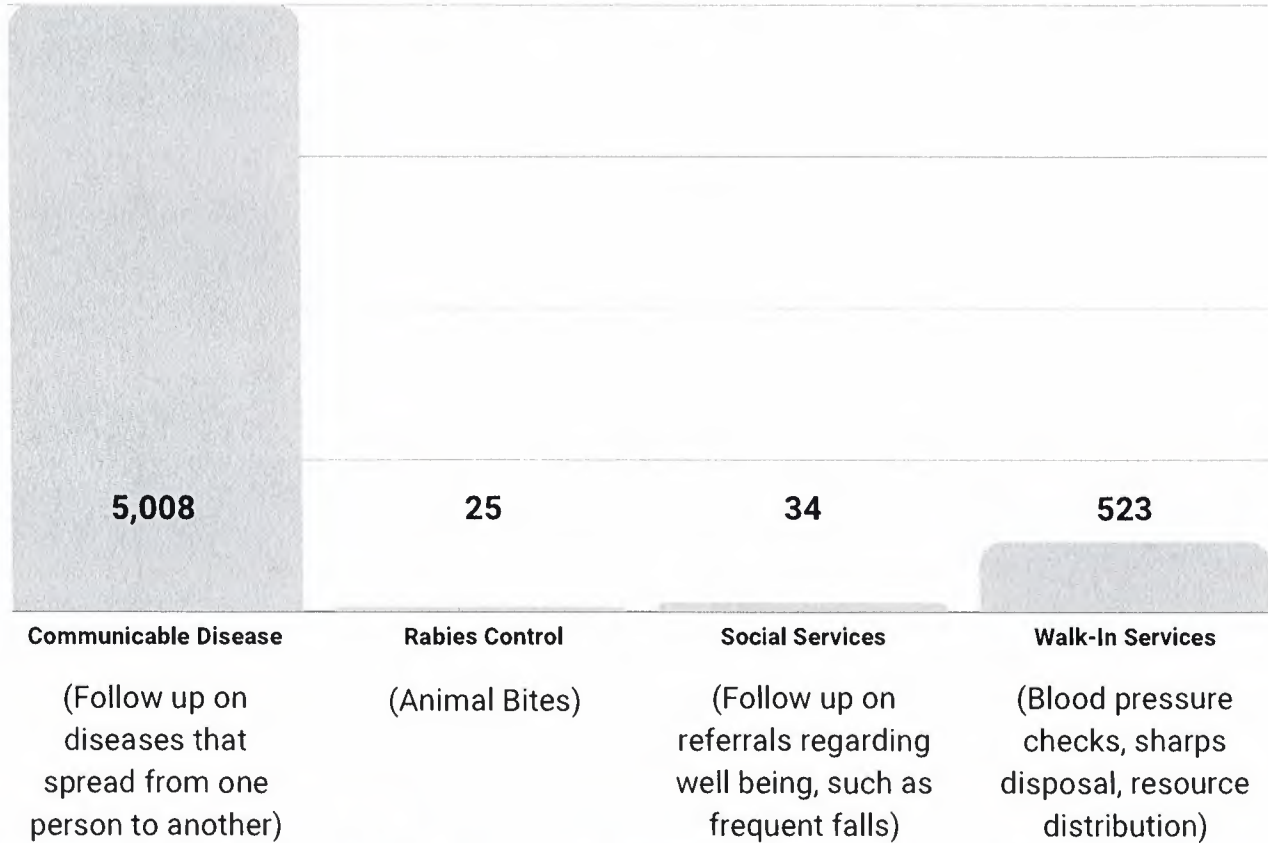
**Patricia Golden, DO
Medical Advisor**

**Lauren Gottlieb, MPH, CHES
Health Officer**

REFERRALS, SCREENINGS, & DIRECT SERVICES

Public Health Staff provide a variety of services to the Franklin community including preventing the spread of illness, providing immunizations, facilitating health education programs, assessing growth and development of children, and conducting blood pressure screenings. Here is a snapshot of services our staff provided to you in 2022.

Referrals



Communicable Disease

(Follow up on diseases that spread from one person to another)

Rabies Control

(Animal Bites)

Social Services

(Follow up on referrals regarding well being, such as frequent falls)

Walk-In Services

(Blood pressure checks, sharps disposal, resource distribution)

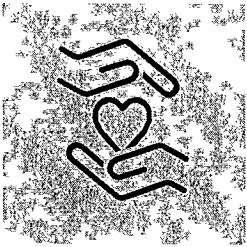


Immunizations

The Franklin Health Department provided over 750 immunizations in 2022 including flu shots, COVID-19 vaccine, childhood immunizations, and others such as HepA, Tdap, and Td.

795

Social Services



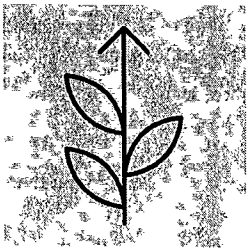
In 2022 the Franklin Health Department provided follow up for over 30 residents who were referred for social service related needs.

Childhood Screenings & Parenting Resources

Car seat fittings

29

Certified Car Seat Technicians are on staff to assist with adjusting and fitting car seats for growing Franklin families! 29 car seat checks occurred with the FHD in 2022.



Developmental Screenings

We assist Franklin parents, daycares, and schools in helping children to meet developmental milestones as they grow. The FHD facilitates Ages and Stages Questionnaires (ASQ) assessments with parents for children 2-60 months of age.

2022 was a year of adjustment from the COVID-19 pandemic response. The FHD continued to gather information from the Franklin community to determine what residents want and need in terms of public health services and resources. Services we look forward to resuming in 2023 include lactation consultation, infant massage, and home visiting.

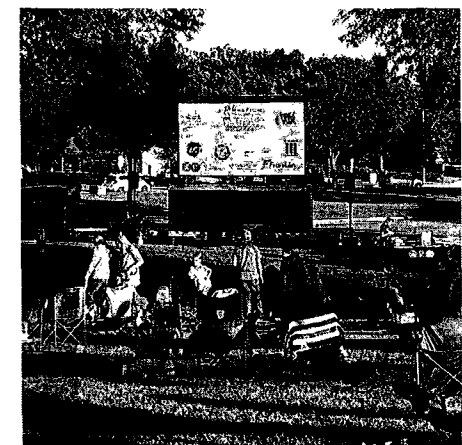
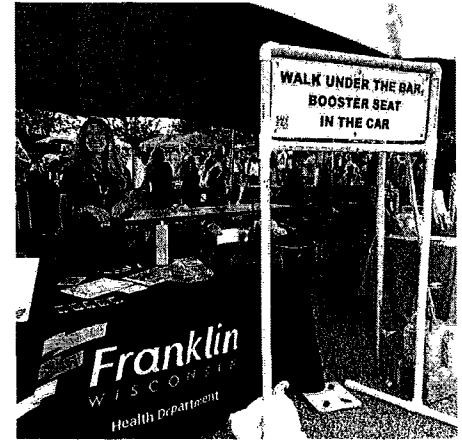
DATA DRIVEN COMMUNITY HEALTH INITIATIVES

The Franklin Health Department regularly collects information from the community on what people need and want in terms of health, prevention, and wellness. This data helps to guide our programs and determine how to best serve Franklin residents.

Every 3-5 years, our department completes a community health assessment. This serves as an opportunity to receive feedback from the community and dive deeply into the information gathered. This effort is what helps to shape the Community Health Improvement Plan.

Since 2021, we have been hard at work completing key informant interviews, focus groups, community surveys, and collaborating with the many sectors within Franklin for this assessment cycle.

2022 brought the launch of our first community partner meeting. This meeting served as an opportunity to come together and discuss health in Franklin. Goals will be set in early 2023, and collaborative projects will begin to form and take direction throughout the upcoming years!



ENVIRONMENTAL HEALTH

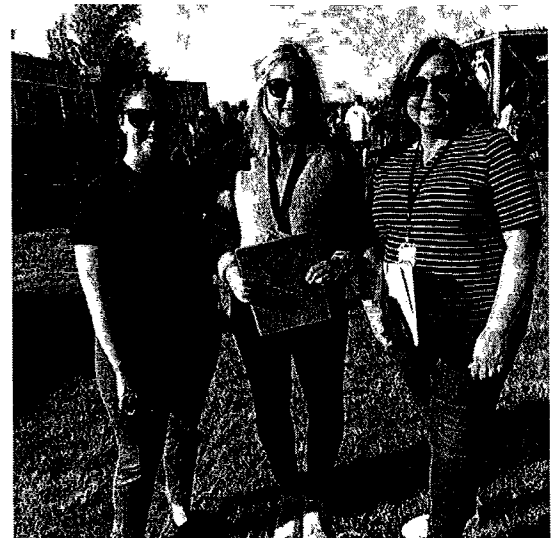
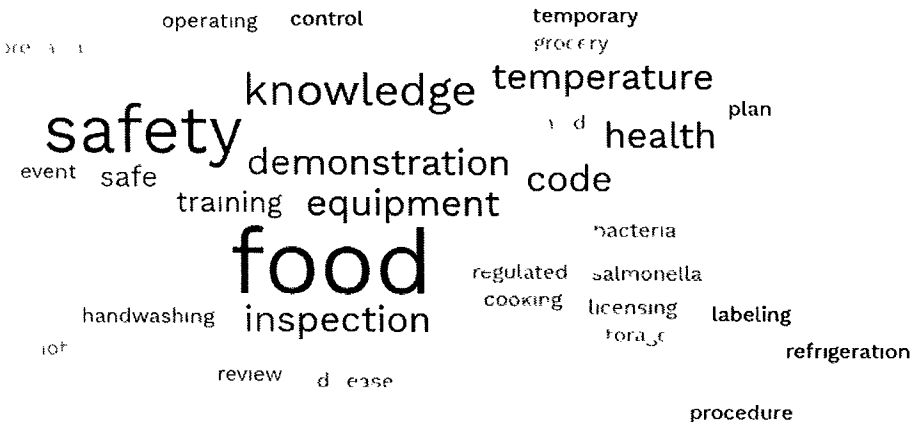
FHD staff contribute to the Environmental Health of the community by inspecting food and lodging establishments as well as public pools.

Inspections by our Registered Sanitarians include pre-inspections, routine inspections, follow ups, and mobile inspections. Plan review is also completed in our department for new or remodeling businesses. In 2022 we conducted over 200 inspections

2022 Inspections

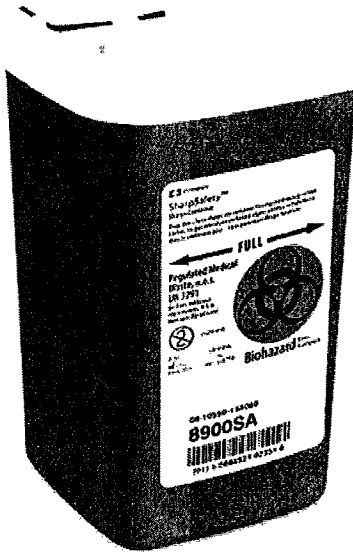
238

22	103	31	75	12
Pre Inspection	Routine Inspection	Follow Up Inspection	Mobile Inspection	Complaint Follow Up



Sharps Collection

The Franklin Health Department has a medical sharps collection program for Franklin residents. Residents may bring sharps in an approved container to the Health Department during normal business hours for free disposal.



In 2022, over 700 sharps containers were dropped off

1,506.4 lbs collected!

Radon

Radon is a cancer-causing gas that you can't see, smell or taste but may be in your home.

We recommend all home owners assess their home for radon at least once.

Radon kits are available for a fee at the Franklin Health Department

76 radon test kits and radon education opportunities occurred in 2022

Water Testing

Water testing is recommended for residents who receive water from wells. The Franklin Health Department offers free water test kits for residents wishing to test their wells.

Lead

Almost 600 homes in Franklin were built before 1950 and may contain lead or varnish. Lead hazard screenings can be conducted by our trained staff to find possible solutions to remove the hazard.

EMERGENCY PREPAREDNESS

Each year, our staff train to be ready for Public Health Emergencies through participation in regional table top exercises and hosting large vaccine clinics as preparedness exercises. These annual preparedness exercises proved invaluable for our COVID-19 response. Active volunteers within our community are essential to emergency response.

400

The Franklin Health Department manages a volunteer registry of over 400 people who live, work, and play in Franklin and are willing and able to help in the event of a Public Health Emergency. Consider joining our efforts today!

Thank you to our volunteers who dedicated over 900 hours to health related efforts in the Franklin community in 2022!

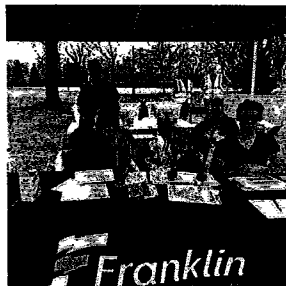
Sharing opinions and feedback at the first FHD community partner meeting



Adult Health and Wellness Day



Event registration and check in table



Bike Rodeo participant check in



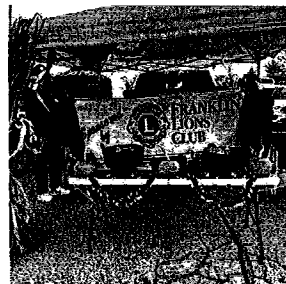
Youth volunteers presenting on positive lifestyle choices to the Common Council



Assisting at Bike Rodeo stations



Help with community event crowd direction



Trunk participants at Trunk or Treat



Immunization Clinic check in



Preparing FHD Spring Run/Walk participation bags

FRANKLIN HEALTH DEPARTMENT IN THE COMMUNITY



Adult Wellness Workshops & Speaker Sessions

Nine events • 112 attendees

Stepping On
Stand up, Move More
Mind over Matter
Food as Medicine



Community Events

Nine events • 2,000+ attendees

Spring Walk/ Run
National Prevention Week Activities
Outdoor Movie Night
Bike Rodeo
Red Ribbon Week
Adult Health and Wellness Day
Trunk or Treat
Healthy Holidays
Immunization Clinics



Health and Wellness Day

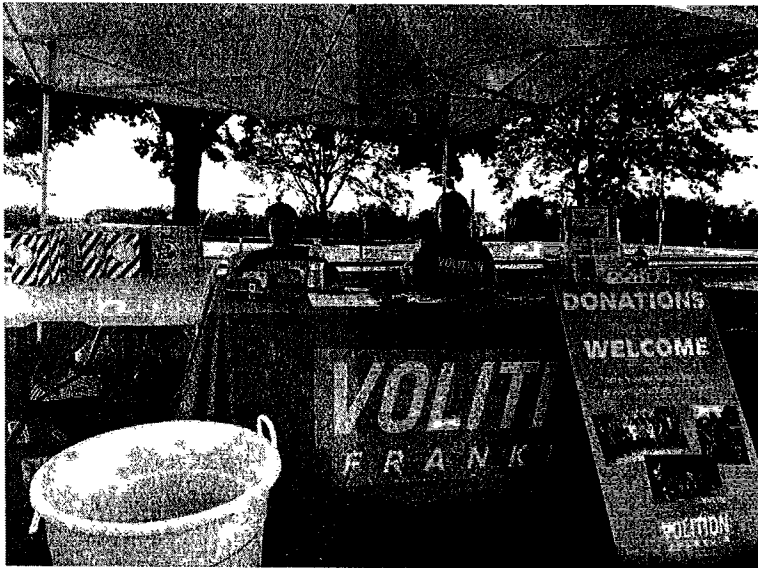
13 vendors • 300+ Attendees

The 21st Annual Adult Health and Wellness day was held with the first FHD seasonal flu clinic of the year. 336 flu shots were given to senior citizens of Franklin. Local resources were available and community connections were made.

VOLITION FRANKLIN

Volition Franklin is a coalition of partners from throughout the community working collectively to decrease substance misuse in Franklin Youth. This is done through awareness campaigns, providing resources, and supporting healthy decision making.

The coalition continues to grow and thrive! There are over 50 adult and youth members actively involved in making a difference in Franklin!



Many of Volition Franklin's events, activities, and resources are made possible through the Drug Free Communities Grant and collaboration with local partners.

60+

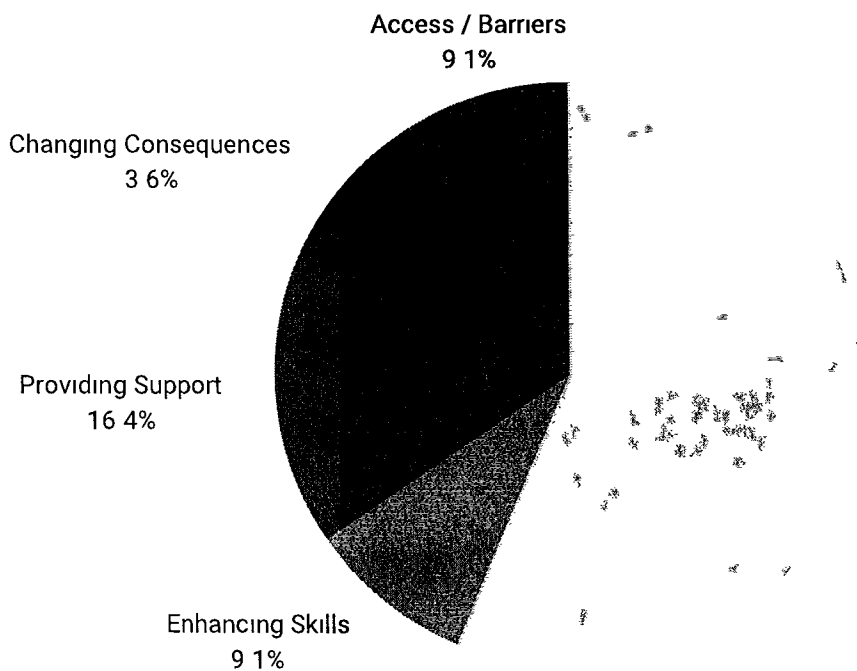
In 2022, Volition Franklin provided 64 different substance misuse prevention learning opportunities and activities

Volition Franklin is staff led and community driven!

1,000+ hours of volunteer involvement
\$125,000 + of in kind donations

The coalition consists of representation from the following sectors:

Activity focus areas:



- Parents
- Civic or Volunteer Groups
- Healthcare Professionals
- Religious or Fraternal Organizations
- Business Community
- Youth-Serving Organizations
- State or Local Agencies
- Other Local Organizations
- Schools
- Law Enforcement
- Youth
- Media

Franklin Park Concert Partnership

In 2022, Volition Franklin in partnership with the Franklin Health Department provided health related resources to the community at each local performance.

Franklin Outdoor Movie Night

Volition Franklin hosted the 5th Annual family friendly outdoor movie night in the green space of City Hall. Approximately 200 individuals joined for this free event!

Light and Unite Red Week

Each March, the coalition focuses on a far reaching, collaborative, community campaign to highlight the strengths of prevention and improve health across Franklin! This year, the coalition engaged the community in a "Pinwheels and Prevention" campaign in the lawn of the Public Library, lit various buildings and signs in the community in red, and contributed to a Mayoral Proclamation in the City.

Spring Walk/Run

Over 300 residents and neighbors joined as the Franklin Health Department, Volition Franklin and the local YMCA joined forces to host a local toddler dash, 2 mile walk/run, and free yoga in Lion Legends Park. Community partners and local sponsors helped to make this event a success.

TATU Presentations

Volition Franklin trained 12 high school students to present a youth led tobacco and vaping presentation to approximately 120 6th grade students in their health classes! The High School students act as a positive peer influence while providing facts regarding the harms of tobacco and nicotine on the body and encourage middle school students to stay smoke/vape free.

7th Grade Poster Contest

Volition Franklin presented to over 400 middle school students on the topic of decision making and health. Students created uniquely designed tobacco education posters. A community panel picked the winners to be rewarded with a gift card and their poster to be made into a social media ad! Over 200 students submitted posters for the contest!

Trunk or Treat

Each year, the coalition, Franklin Health Department, and the Franklin Public Library come together to gather community partners and "trunks" to create a robust family friendly event! This year, 37 Franklin area businesses hosted trunks and handed out candy to over 600 individuals!

Franklin Christmas Parade

The coalition decorated a parade float and participated in the 2nd annual Franklin Christmas Parade. Volition Franklin youth handed out candy to over 200 people with prevention messaging. The float featured a Small Talks banner to encourage family conversations about underage drinking prevention.

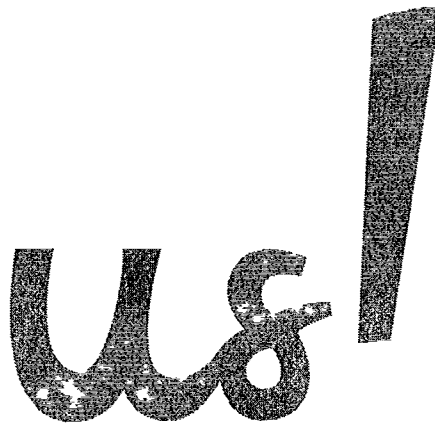
Get Involved!

Join our department's continued efforts
to make our community a healthier place to live,
work, and play in 2023!

Contact the FHD to be added to our volunteer registry
and receive updates on upcoming volunteer
opportunities!

414-425-9101

Medical and nonmedical volunteer tasks available!




HEALTH
DEPARTMENT

We look forward to connecting with you in 2023!



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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 01-17-23
REPORTS & RECOMMENDATIONS	Reschedule Common Council Meeting Due to the Fourth of July and City offices being closed for the holiday.	ITEM NUMBER G.9.

The Common Council shall reschedule the July 4, 2023 Common Council meetings to July 5, 2023 due to the meeting falling on the Fourth of July and City offices being closed for the holiday.

COUNCIL ACTION REQUESTED

Motion to reschedule the Common Council meeting of July 4, 2023 to July 5, 2023 due to the meeting falling on the Fourth of July and City offices being closed for the holiday.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	Establish a Community Document Shredding Event on May 13, 2023 with Stericycle	ITEM NO. G.10.

BACKGROUND

On April 30, 2022, Franklin held the first document shredding event and as reported to Common Council on August 16, 2022, the event was well received. Common Council directed staff to include one event for the 2023 budget. Staff has received many phone calls asking for the date of this event.

ANALYSIS

Staff proposes to have the 2023 event a little later in the year to avoid any potential winter weather events. Note that April 22 is Earth Day and the Environmental Commission usually has an Arbor Day celebration the first Saturday in May (6) where many come to pick up trees. Otherwise the Library has yoga classes on Saturday mornings.

Incorporating lessons learned from the trial event in 2022, Staff recommends the following guidelines:

- Time will be from 9:00 am to 1:00 pm.
- Two trucks will be ordered
- Event may end early if/when the two trucks are full. Or additional containers may be ordered if they are filling quickly.
- Documents are limited to four boxes per vehicle
- Proof of Franklin residency will be required
- Trucks will be stationed behind City Hall- 9229 W. Loomis Road
- Queue will be on W. Loomis Road from the south

DPW, Engineering, Police, Clerks, Administration, and Library Staff will work to publicize and organize the event.

Stericycle Compliance Solutions- Shred IT Division was very accommodating and did an outstanding job for the trial event in 2022. In 2022, only one truck was ordered (\$1,375) and a second truck was brought in, at no additional charge. The 2023 quote for two trucks for the full four hours is for \$2,400. The quote is also shown as \$300/container x 4 containers. Depending on the rate of filling, an additional container may need to be ordered.

OPTIONS

- A. Decision on Date for Shredding Event (Suggest May 13, 2023. April 15 & 22, May 6, 13, 20 & 27 dates are options)
- B. Authorize Staff to order Shredding Trucks (Suggest Stericycle)
- C. Other direction to Staff

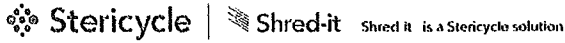
FISCAL NOTE

Note that the above costs do not include the costs for the many Police, Library, DPW, Clerk, and other department employees that worked during normal working hours, in addition to their regular duties, to organize and publicize the event. DPW charged \$1,060 overtime to the 2022 event. Stericycle's 2023 quote is \$2,400 and additional containers, if needed would be \$400/each. Gauging from the use in 2022, Staff estimates that \$2,400 is sufficient.

Per the direction on August 16, 2022, this work was considered in the 2023 budget for the Solid Waste Fund (19). Stericycle contract will be charged to account 19-0341-5284.

RECOMMENDATION

Direction to Staff to coordinate a Shredding Event with Stericycle on May 13, 2023 for \$2,400 plus Staff overtime and other expenses.



Standard Agreement
Effective Date 01.06.2023 between Stericycle, Inc and CITY OF FRANKLIN/FRANKLIN LIBRARY located at 9151 WEST LOOMIS ROAD, FRANKLIN, Wisconsin, 53132-9601

Contract Entities. (Sold to)

Customer/Company Name: CITY OF FRANKLIN/FRANKLIN LIBRARY
 Address 1: 9151 WEST LOOMIS ROAD
 Address 2:
 City / State / Zip: FRANKLIN, Wisconsin, 53132-9601
 Phone: 4144257510
 Email: gmorrow@franklinwi.gov
 Contact: Glen Morrow
 Title:

Billing Information

Billing Contact/Company Name: CITY OF FRANKLIN/FRANKLIN LIBRARY
 Address 1: 9151 West Loomis Road
 Address 2:
 City / State / Zip: Franklin, Wisconsin, 53132
 Phone: 4144257510
 Email: gmorrow@franklinwi.gov
 Contact: Glen Morrow
 Title:

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: CITY OF FRANKLIN/FRANKLIN LIBRARY Address: 9151 WEST LOOMIS ROAD FRANKLIN, Wisconsin, United States, 53132-9601	SHRED EVENT ON-SITE (QTYBILLABLEHRS)	One Time	1 Each	\$ 2400.00 minimum per pickup	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: CITY OF FRANKLIN/FRANKLIN LIBRARY Address: 9151 WEST LOOMIS ROAD FRANKLIN, Wisconsin, United States, 53132-9601	EVENT HOURS	One Time	4 Each	\$ 300 per container	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Contract Effective Date: 01/06/2023

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 01.05.2024

Stericycle:

Contracting Entity **Stericycle Inc.**
Name **Claudia Arango**
Title
Date

Customer:

Customer/Company
Name **Glen Morrow**
Title **City Engineer**
Date

Signature

Signature

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions Stericycle, Inc 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783 7422 F (866) 783 7432

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and CITY OF FRANKLIN/FRANKLIN LIBRARY with offices at 9151 WEST LOOMIS ROAD, FRANKLIN, Wisconsin, United States, 53132-9601 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 01/06/2023 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

The term of this Agreement will begin on the Effective Date and continue for sixty days.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Customer shall pay in full each Stericycle invoice within Net 10 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Stericycle has arrived at Customer's location on the scheduled shredding date.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle all unpaid invoices and any late charges thereon.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13. Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

INTENTIONALLY OMITTED

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

Attachments

Attachment: Service Compliance

SHRED EVENT | ON-SITE (QTYBILLABLEHRS)

EVENT HOURS

STATE OF WISCONSIN CONTRACT RIDER

This Rider takes effect on 01.06 2023 (the 'Effective Date') and modifies the Service Agreement between CITY OF FRANKLIN/FRANKLIN LIBRARY ('Customer') and Stericycle, Inc ('Stericycle') dated 01.06 2023 (the 'Agreement').

The purpose of this Rider is to comply with Wisconsin State law governing the enforceability of automatic contract renewal provisions.

Stericycle and Customer have simultaneously entered into the Agreement and this Rider as of the Effective Date. The terms and conditions of the Agreement provide, among other things, that the term of the Agreement shall automatically renew for successive terms ('Extension Terms') equal in length to 24 months unless either party has notified the other party in writing during the sixty (60) day period prior to any such renewal date of its desire to terminate this Agreement. All Extension Terms shall be subject to the same terms and conditions as the original Agreement.

By executing this Rider, **Customer hereby acknowledges, understands and agrees that this contract contains an AUTOMATIC RENEWAL provision.**

Stericycle:

Name

Claudia Arango

Title

Signature

Customer:

Name

Glen Morrow

Title

City Engineer

Signature

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JKK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01/17/23</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND SECTION 15-3.0413 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO.8 (TWIN OAKS OF TUCKAWAY) TO REVISE THE DISTRICT TO ADD PROFESSIONAL SERVICES AS A PERMITTED USE</p> <p style="text-align: center;">(DENNIS C. SAUER AND LORI J. SAUER, APPLICANTS)</p> <p style="text-align: center;">(GENERALLY AT 8482 SOUTH 76TH STREET)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.11.</p>
<p>At its January 5, 2023, regular meeting, the Plan Commission carried a motion to recommend approval of this major amendment to Planned Development District No.8 (Twin Oaks of Tuckaway).</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Ordinance 2023-_____, to amend Section 15-3.0413 of the Unified Development Ordinance Planned Development District No.8 (Twin Oaks of Tuckaway) to revise the district to add professional services as a permitted use (Dennis D. Sauer and Lori J. Sauer, applicants) (generally at 8482 South 76th Street)</p>		

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND SECTION 15-3.0413 OF THE UNIFIED
DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO.8
(TWIN OAKS OF TUCKAWAY) TO REVISE THE DISTRICT TO ADD
PROFESSIONAL SERVICES AS A PERMITTED USE
(DENNIS C. SAUER AND LORI J. SAUER, APPLICANTS)
(GENERALLY AT 8482 SOUTH 76TH STREET)

WHEREAS, Section 15-3.0413 of the Unified Development Ordinance provides for and regulates Planned Development District No. 8 (Twin Oaks of Tuckaway), same having been created by Ordinance No. 1987-0922 and later amended by Ordinance No. 1993-1280 and Ordinance No. 1998-1488, with such District generally being located at 8482 South 76th Street, bearing Tax Key Nos. as follows (and specific addresses within the condominium complex):

7420 W TWIN OAKS CT; 837-0041-000, 7418 W TWIN OAKS CT; 837-0042-000, 7406 W TWIN OAKS CT; 837-0043-000, 7404 W TWIN OAKS CT; 837-0044-000, 7402 W TWIN OAKS CT; 837-0045-000, 7401 W TWIN OAKS CT; 837-0046-000, 7403 W TWIN OAKS CT; 837-0047-000, 7405 W TWIN OAKS CT; 837-0048-000, 7419 W TWIN OAKS CT; 837-0049-000, 7421 W TWIN OAKS CT; 837-0050-000, 8503 S COUNTRY CLUB DR; 837-0051-000, 8505 S COUNTRY CLUB DR; 837-0052-000, 8507 S COUNTRY CLUB DR; 837-0053-000, 8509 S COUNTRY CLUB DR; 837-0054-000, 7514 W MALLORY WAY; 837-0055-000, 7516 W MALLORY WAY; 837-0056-000, 7518 W MALLORY WAY; 837-0057-000, 7520 W MALLORY WAY; 837-0058-000, 7420 W MORNINGSIDE CT; 837-0059-000, 7418 W MORNINGSIDE CT; 837-0060-000, 7416 W MORNINGSIDE CT; 837-0061-000, 7404 W MORNINGSIDE CT; 837-0062-000, 7402 W MORNINGSIDE CT; 837-0063-000, 7401 W MORNINGSIDE CT; 837-0064-000, 7403 W MORNINGSIDE CT; 837-0065-000, 7515 W MALLORY WAY; 837-0077-000, 7517 W MALLORY WAY; 837-0078-000, 7519 W MALLORY WAY; 837-0079-000, 7521 W MALLORY WAY; 837-0080-000, 7407 W HOLLYANN LN; 837-0081-000, 7409 W HOLLYANN LN; 837-0082-000, 7411 W HOLLYANN LN; 837-0083-000, 7415 W HOLLYANN LN; 837-0084-000, 7417 W HOLLYANN LN; 837-0085-000, 7419 W HOLLYANN LN; 837-0086-000, 8526 S COUNTRY CLUB DR; 837-0087-000, 8528 S COUNTRY CLUB DR; 837-0088-000, 7402 W HOLLYANN LN; 837-0089-000, 8513 S COUNTRY CLUB DR; 837-0090-000, 8515 S COUNTRY CLUB DR; 837-0091-000, 8517 S COUNTRY CLUB DR; 837-0092-000, 8523 S COUNTRY CLUB DR; 837-0093-000, 8527 S COUNTRY CLUB DR; 837-0094-000, 7417 W MORNINGSIDE CT; 837-0095-000, 7421 W MORNINGSIDE CT; 837-0096-000, 8604 S COUNTRY CLUB DR; 837-0097-000, 8608 S COUNTRY CLUB DR; 837-0098-000, 8614 S COUNTRY CLUB DR;

837-0099-000, 8618 S COUNTRY CLUB DR; 837-0100-000, 8620 S COUNTRY CLUB DR; 837-0101-000, 8628 S COUNTRY CLUB DR; 837-0102-000, 8630 S COUNTRY CLUB DR; 837-0103-000, 8629 S COUNTRY CLUB DR; 837-0104-000, 8627 S COUNTRY CLUB DR; 837-0105-000, 8625 S COUNTRY CLUB DR; 837-0106-000, 8623 S COUNTRY CLUB DR; 837-0107-000, 8619 S COUNTRY CLUB DR; 837-0108-000, 8617 S COUNTRY CLUB DR; 837-0109-000, 8615 S COUNTRY CLUB DR; 837-0110-000, 8613 S COUNTRY CLUB DR; 837-0111-000, 8607 S COUNTRY CLUB DR; 837-0112-000, 8603 S COUNTRY CLUB DR; 837-0113-000, 8482 S 76TH ST; 837-9998-014, and is more particularly described below; and

WHEREAS, Planned Development District No. 8 (Twin Oaks of Tuckaway) currently includes those lands legally described as follows:

All that part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the Southwest corner of said Southwest 1/4 thence; N 89° 18' 36" E, along the South line of said 1/4 Section 60.00 feet to the point of beginning; thence continuing along said South line N 89° 18' 36" E, 500.02 feet to the West line of Tuckaway County Club; thence N 45° 00' 00" W along said West line 300 feet; thence N 33° 59' 00" E along said West line 542.80 feet; thence N 89° 18' 36" E, 0.66 feet; thence N 00° 28' 21" West along said West line 825.78 feet to the South line of Tuckaway Downs; thence S 89° 18' 38" W along said South line 160.00 feet; thence S 0° 28' 21" East along said South line 113.39 feet, thence S 75° 11' 22" West along said South line 231.76 feet; thence S 82° 10' 17" W along said South line, 75.81 feet; thence N 88° 31' 53" West along said South line 139.41 feet to the East line of South 76th Street, thence S 0° 32' 41" E along said East line, 1312.75 feet to the point of beginning. Said Lands Containing 707.737 sq. ft.

WHEREAS, Dennis C. Sauer and Lori J. Sauer, having petitioned for a further amendment to Planned Development District No. 8 (Twin Oaks of Tuckaway) to revise the District to add professional services as a permitted use, and

WHEREAS, the City of Franklin Plan Commission on the 5th day of January, 2023, having reviewed the proposed amendment to Planned Development District No. 8 and thereafter having recommended to the Common Council that the proposed amendment be approved subject to the conditions and restrictions included herewith; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission, and having determined that the proposed amendment to Planned Development District No. 8 (Twin Oaks of Tuckaway) is consistent with the 2025 Comprehensive Master Plan of the City of

Franklin, Wisconsin, and that it will promote the health, safety and welfare of the Community.

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

SECTION 1: Section .01 Section 13.11(1) of the Zoning Code of Ordinance No. 221 of the City of Franklin, Wisconsin, is hereby amended to add the following professional service uses as permitted uses for the converted farmhouse described in Ordinance 93-1280, section (1) Permitted Uses, subsection (B):

- a) 8711 – Engineering services.
- b) 8712 – Architectural services.
- c) 8713 – Surveying services.
- d) 8721 – Accounting, auditing and bookkeeping.
- e) 8741 – Management services.
- f) 8742 – Management consulting services.
- g) 8743 – Public relations services.
- h) 8744 – Facilities support services.
- i) 8748 – Business consulting, not elsewhere classified: agricultural consulting, city planners, economic consulting, educational consulting, radio consultants and traffic consultants.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES __ NOES __ ABSENT __



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of January 5, 2023

Planned Development District (PDD) Major Amendment

RECOMMENDATION: City Development Staff recommends approval of this Major Amendment to PDD No. 8 Twin Oaks to add professional services as permitted uses for the converted farmhouse.

Table with 2 columns: Field Name and Value. Fields include Project name, Property Owner, Applicant, Agent, Property Address/TKN, Aldermanic District, Zoning District, Staff Planner, Submittal date, and Application number.

Introduction:

This Planned Development District (PDD) only allows for a special gift and card shop in the farmhouse located on the subject property, or two 4-unit multifamily buildings in the event the farmhouse is removed per Ordinance No. 93-1280, section 1.

If this request is approved, the applicant would be able to operate a surveying services business from the existing farmhouse. The applicant is not proposing any building additions or exterior improvements at this time, only painting and interior improvements.

Project Description and Analysis:

Given this request would affect the land use of the subject property, it is relevant to analyze the compatibility of the proposed professional services with the adjacent uses. The use of the surrounding properties is residential, single-family residential zoned R-6 to the west, single-family residential in PDD No. 8 to north, and multifamily residential in such PDD to the east and south

Therefore, City Development staff recommends that this amendment includes only professional services that are compatible with residential areas, specifically those uses allowed in the B-1 Neighborhood Business District, which is intended to:

Unified Development Ordinance (UDO), Section 15-3.0301

B-1 Neighborhood Business District, District Intent

A.1 “Provide for the convenience of persons residing in nearby residential areas and is, thus, limited in its functions to accommodating the basic day-to-day shopping and service needs of the residents living in the adjacent area”.

Below is a list of the professional service uses allowed in the B-1 Neighborhood Business District:

- 8711 – Engineering services.
- 8712 – Architectural services.
- 8713 – Surveying services.
- 8721 – Accounting, auditing and bookkeeping.
- 8741 – Management services.
- 8742 – Management consulting services.
- 8743 – Public relations services.
- 8744 – Facilities support services.
- 8748 – Business consulting, not elsewhere classified: agricultural consulting, city planners, economic consulting, educational consulting, radio consultants and traffic consultants.

City Development staff recommends to keep the ordinance provision that states that two 4-unit multifamily buildings are allowed in the event the farmhouse is removed, Section 01(1)(C), because the Future Land Use Map of the Comprehensive Master Plan designates this area as Residential Multi-Family.

With regards to parking, the applicant indicated that the existing parking lot and 2 garages can accommodate 20 vehicles. Additionally, the parking requirement for professional office use is lower than for retail use (specialty gift and card shop), 5 stalls per 1,000 sf of floor area is required for retail while 3.33 for office use.

Staff Recommendation:

City Development Staff recommends approval of this Major Amendment to PDD No. 8 Twin Oaks to add professional services as permitted uses for the converted farmhouse.

MEMORANDUM

Date: November 22, 2022
To: Lori Sauer. Metropolitan Survey Service, Inc.
From: Department of City Development
Régulo Martínez-Montilva, AICP, Principal Planner
RE: Application for Planned Development District (PDD) Major Amendment
Metropolitan Survey Services
8482 S. 76th Street

Staff comments are as follows for the application received on October 11, 2022, requesting to amend Ordinance 93-1280 to add professional services as a permitted use.

Department of City Development comments

1. This request is to include “professional services building” to the permitted uses of Ordinance 93-1280, Section 01(1)(B). However, professional services building is a broad term, therefore, City Development staff suggests the following list of the professional service uses:
 - 8711 – Engineering services.
 - 8712 – Architectural services.
 - 8713 – Surveying services.
 - 8721 – Accounting, auditing and bookkeeping.
 - 8741 – Management services.
 - 8742 – Management consulting services.
 - 8743 – Public relations services.
 - 8744 – Facilities support services.
 - 8748 – Business consulting, not elsewhere classified: agricultural consulting, city planners, economic consulting, educational consulting, radio consultants and traffic consultants.

Each use has a Standard Industrial Classification (SIC) code which is the current land use system in the city of Franklin Unified Development Ordinance.

If you disagree with this staff suggestion, please provide a written response to the Department of City Development.

Inspection Services Department comments

- 2 *This proposal is viewed as a change of use for purposes of the Building Code. To the extent required, the building shall comply with all applicable provisions of the Wisconsin Commercial Building Code. The applicant will be required to provide a code analysis on the building for the intended use.*

Engineering Department comments

- 3 *No comments*

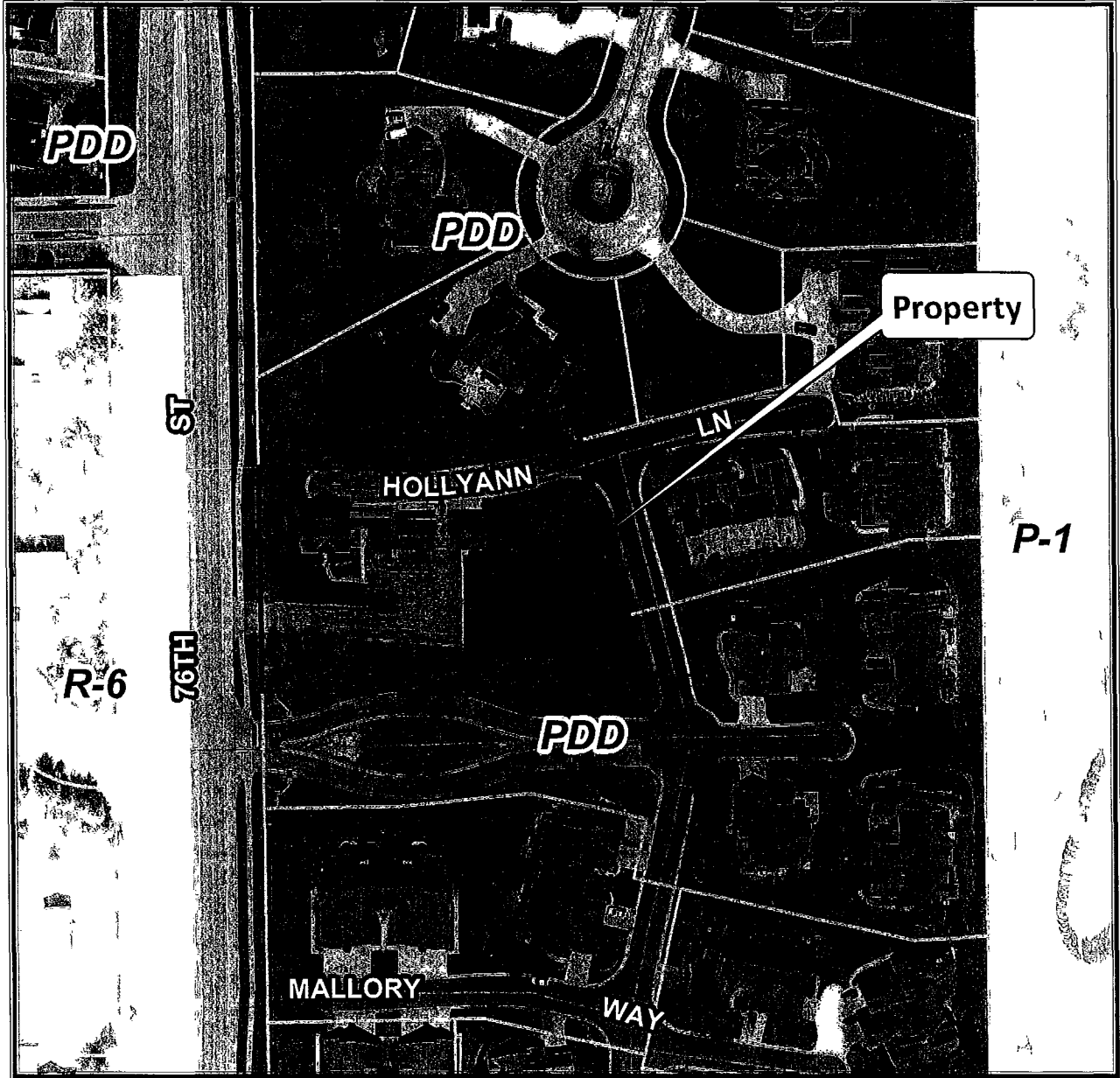
Fire Department comments

4 *The fire department has no comments at this time*

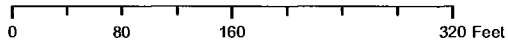
Police Department comments

5 *The PD has no comment regarding this request*

8482 S. 76th Street
TKN: 837 9998 014



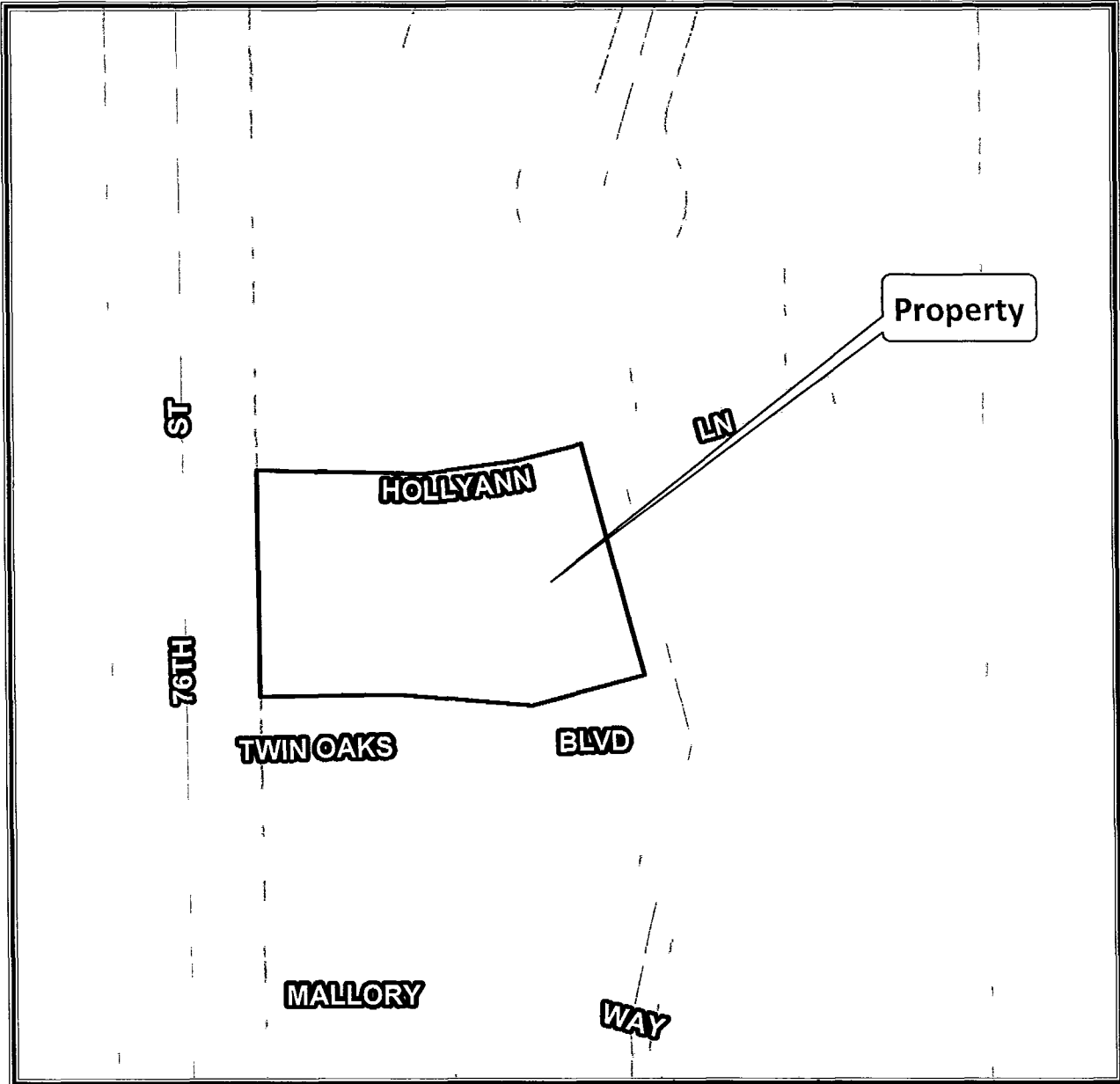
Planning Department
(414) 425-4024



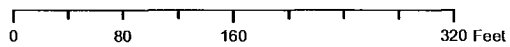
2021 Aerial Photo

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

8482 S. 76th Street
TKN: 837 9998 014



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
 (414) 425-4024
 franklinwi.gov



APPLICATION DATE: 10-11-22

CITY OF FRANKLIN

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME Lori Souer & Dennis Sauer		NAME Darrel Malek	
COMPANY Metropolitan Survey Services		COMPANY Starfire Electric, LLC	
MAILING ADDRESS 9415 W Forest Home Avenue Suite 202		MAILING ADDRESS 5445 W Airways Ave	
CITY/STATE Hales Corners ZIP 53130		CITY/STATE Franklin ZIP 53132	
PHONE 414-529-5380		PHONE 414-483-5959	
EMAIL ADDRESS lon@metropolitansurvey.com		EMAIL ADDRESS darrelm@starfireusa.com	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 8482 So 76th Street	TAX KEY NUMBER 837-9998-014
PROPERTY OWNER Quail Haven LLC	PHONE 414-529-5380
MAILING ADDRESS 8869 W Lake Pointe Circle	EMAIL ADDRESS lon@metropolitansurvey.com
CITY/STATE Franklin ZIP 53132	DATE OF COMPLETION

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 NAME & TITLE Lon Sauer DATE 10-11-22	APPLICANT SIGNATURE NAME & TITLE Darrel R Malek, PE DATE 10-11-22
PROPERTY OWNER SIGNATURE NAME & TITLE Dennis Sauer DATE 10/11/22	APPLICANT REPRESENTATIVE SIGNATURE NAME & TITLE DATE

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 1/2" X 11" or 11" X 17" paper (i.e., a scoled 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

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
- 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

Quail Haven, LLC
8482 South 76th Street
Franklin, WI 543132
Project Narrative

Quail Haven, LLC intends to lease the subject property to Metropolitan Survey Services (the "Company"), which is currently located in Hales Corners, Wisconsin. The Owners of Quail Haven, LLC purchased the property with the intent of restoring and maintaining the historic building. Dennis and Lori Sauer are the owners of Quail Haven, LLC and the owners of Metropolitan Survey Services. They are residents of Franklin and it their strong desire to move their business to the Franklin community.

The primary use of the building will be to house the operations of the Company. This includes six to eight employees that will occupy the building on a regular basis, and four survey crews that will visit the building on an intermittent basis. The daily operations will include drafting, administration, professional and support services.

The structure and layout of the building will remain the same and only minor cosmetic updates are planned, which includes painting and flooring. Some of the plumbing fixtures and some of the lighting fixtures will also be upgraded. It is the intent of the Company to move into the building as soon as this work is completed and approval is obtained from the City of Franklin.

There is an existing parking lot and two three-care garages that collectively can accommodate 20 vehicles. It is anticipated that no more than 10 vehicles would ever be on site at the same time. There will be minimal traffic related to the operation as there is generally only a few visitors per day.

The subject property is currently part of the City of Franklin's Planned Development District Number 8 ("PPD 8"), which was formed primarily to facilitate the development of the Twin Oaks of Tuckaway project. This project and corresponding Ordinance 87-992 was approved in 1987. In 1993, an amendment to PPD 8 was approved through Ordinance 93-1280. This Ordinance defined the permitted uses of the property, which read:

(1) Permitted Uses

- (A) A maximum of a 91-dwelling unit condominium development including off-street parking, recreational area and other accessory uses, as designated on Exhibit "A"
- (B) A specialty gift and card shop for the converted farmhouse, including off-street parking and other accessory uses, as designated on Exhibit "A".

In order to obtain a Zoning Compliance Permit, PPD 8 must be amended to include an approved use that would encompass Metropolitan Survey Services operation. Therefore, the property Owners and Metropolitan Survey Services hereby request that PPD 8 and Ordinance 93-1280 be amended to include a "professional services building" in addition to the permitted uses and conditions described in the existing Ordinance.

As residents of Franklin, the Owners feel very strongly that this would be in the best interest of the City of Franklin and its residents.

LEGAL DESCRIPTION:

Location: 8482 South 76th Street, Franklin, Wisconsin

Parcel 2 of Certified Survey Map No. 6424, Part of the Twin Oaks of Tuckaway, Expansion Land, being a part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

CERTIFIED SURVEY MAP NO. 6424

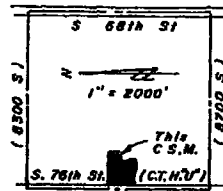
Part of the Twin Oaks of Tuckaway, Expansion Land, being a part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Notes:

o - Denotes 1" x 24" iron pipe set, 1.13 lbs per lin. ft

Map bearings refer to Grid North of the Wisconsin State Co-ordinate System, South Zone

[Handwritten Signature]

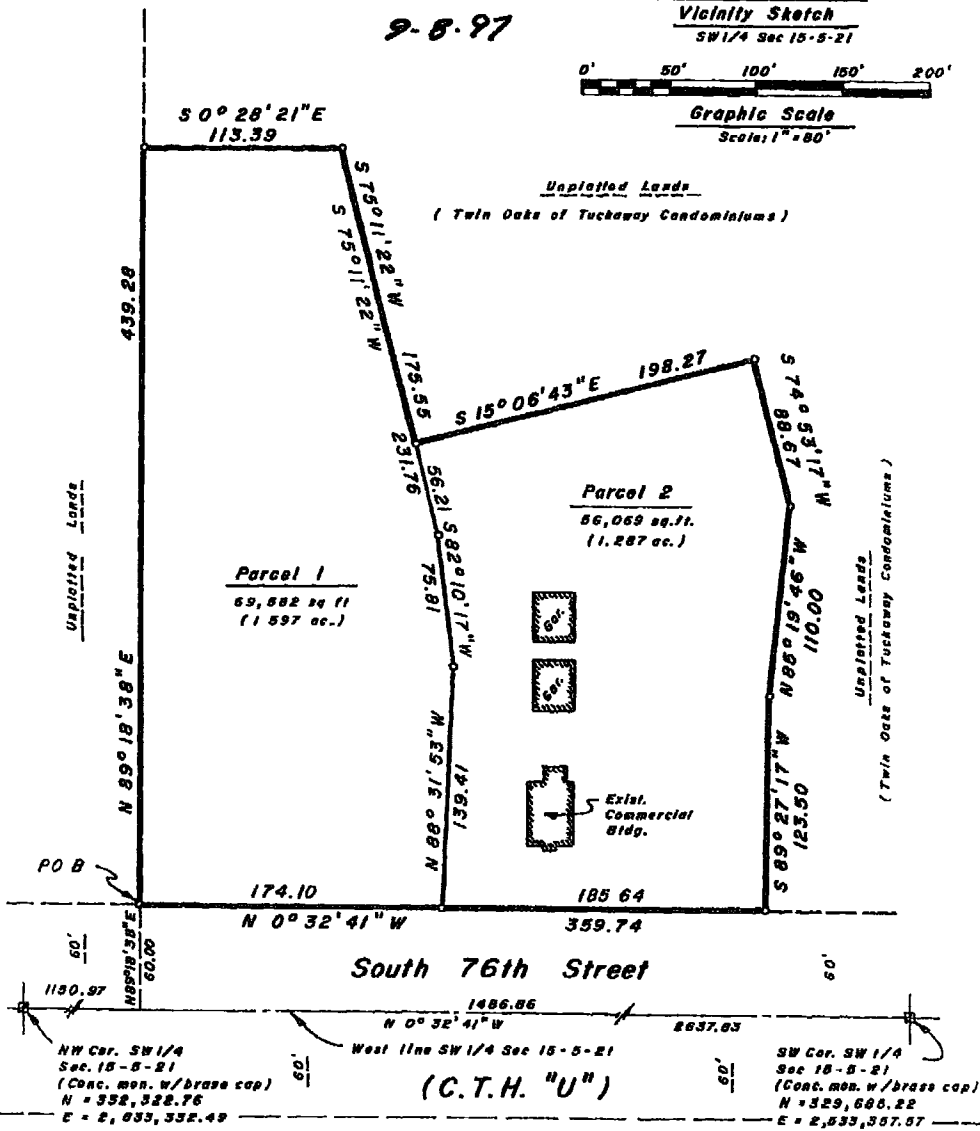


Vicinity Sketch
SW 1/4 Sec 15-5-21



Graphic Scale
Scale: 1" = 80'

9-8-97



1400

CERTIFIED SURVEY MAP NO. 6424

Part of the Twin Oaks of Tuckaway, Expansion Land, being a part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Gerald E. Casey, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a part of the Twin Oaks of Tuckaway, Expansion Land, being a part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Southwest 1/4 of Section 15; thence N 0°32'41" W along the West line of said Southwest 1/4 Section, 1486.86 feet; thence N 89°18'38" E, 60.00 feet to the place of beginning of the lands to be described; thence N 89°18'38" E, 439.28 feet; thence S 0°28'21" E, 113.39 feet; thence S 75°11'22" W, 175.55 feet; thence S 15°06'43" E, 198.27 feet; thence S 74°53'17" W, 88.67 feet; thence N 85°19'46" W, 110.00 feet; thence S 89°27'17" W, 123.50 feet; thence N 0°32'41" W, 359.74 feet to the place of beginning. Said lands containing 2.8846 acres.

That I have made such survey, land division and map by the direction of Twin Oaks Development Corporation, owner of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 21 of the City of Franklin Municipal Code in surveying, dividing and mapping the same.

9-8-97

Date


Gerald E. Casey
Registered Land Surveyor S-1329

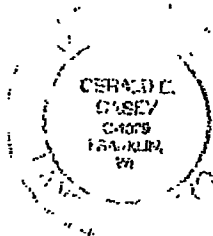
7438179 #

RECORD 16.00

7438179

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 1:30 PM

OCT 2 2 1997 1144h
REEL 4165 IMAGE 1146 incl.
Walter A. Casey & REGISTER
OF DEEDS.



PREPARED FOR:
Twin Oaks Development Corp.
9809 South Franklin Drive
Franklin, WI 53132-8849

PREPARED BY:
Metropolitan Survey Service, Inc.
9415 West Forest Home Avenue
Hales Corners, WI 53130

CERTIFIED SURVEY MAP NO. 6424

Part of the Twin Oaks of Tuckaway, Expansion Land, being a part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

TWIN OAKS DEVELOPMENT CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, owner of the above described land does hereby certify that it has caused the land described on this map to be surveyed, divided and mapped in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 21 of the City of Franklin Municipal Code.

IN WITNESS WHEREOF, the said Twin Oaks Development Corporation has caused these presents to be signed by Thomas A. Lorino, President and its corporate seal to be hereunto affixed this 9th day of September, 1997.

TWIN OAKS DEVELOPMENT CORPORATION:

Thomas A. Lorino
Thomas A. Lorino, President

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

PERSONALLY came before me this 8th day of September, 1997, Thomas A. Lorino, President of Twin Oak Development Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Katherine A. Moore
Notary Public-State of Wisconsin
My Commission Expires: 9/10/2000

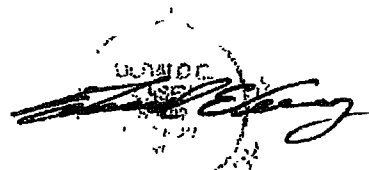


COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of Franklin, Resolution No. 97-4627, on this 7th day of October, 1997.

Frederick F. Klimetz
Frederick F. Klimetz
Mayor
City of Franklin

James C. Payne
James C. Payne
Administrator/Clerk
City of Franklin



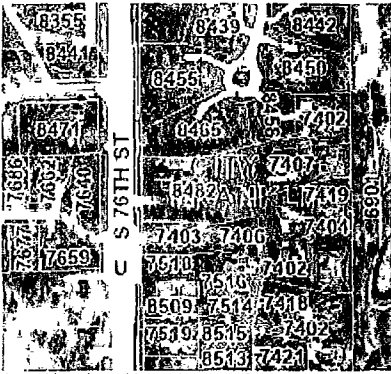
9.8.97

THIS INSTRUMENT WAS DRAFTED BY:
Gerald E. Casey, R.L.S. S-1329

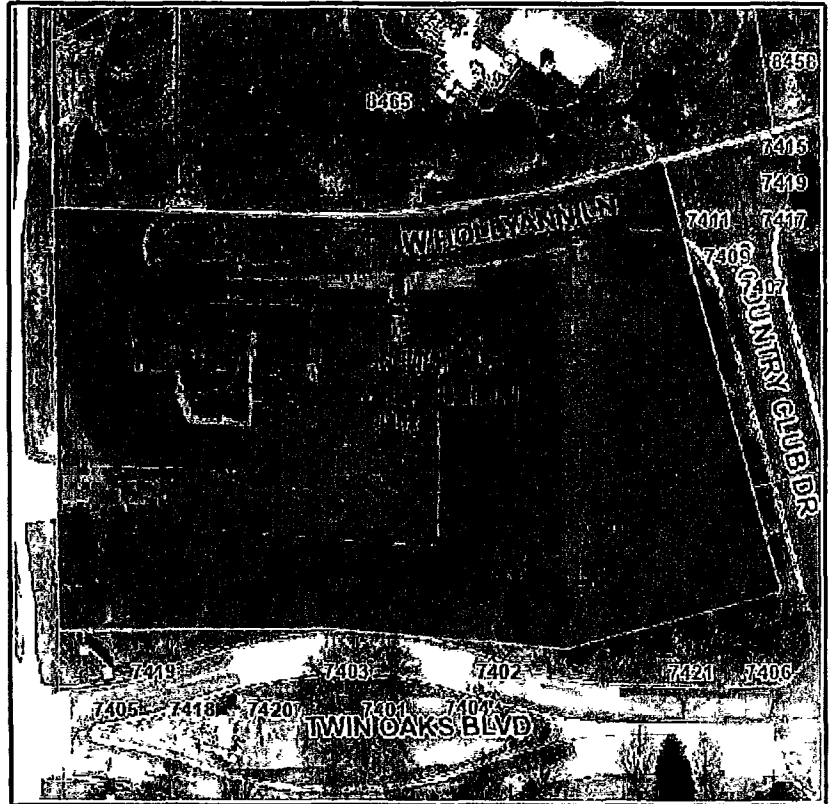
Milwaukee County Land Information Parcel Report

TAXKEY: 8379998014

Report generated 6/17/2021 7:24:49 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 8379998014
Record Date: 12/31/2019
Owner(s): TWIN OAKS DEV CORP

Address:	8482 S 76TH ST	Assessed Value:	\$242,500
Municipality:	Franklin	Land Value:	\$123,900
Acres:	0.00	Improvement Value:	\$118,600

Parcel Description: COMMERCIAL
Zoning Description: Planned Development
Legal Description: CSM NO 6424 SW 15 5 21 PARCEL 2 INCLDG ACCESS EASEMENT TO THE S & E

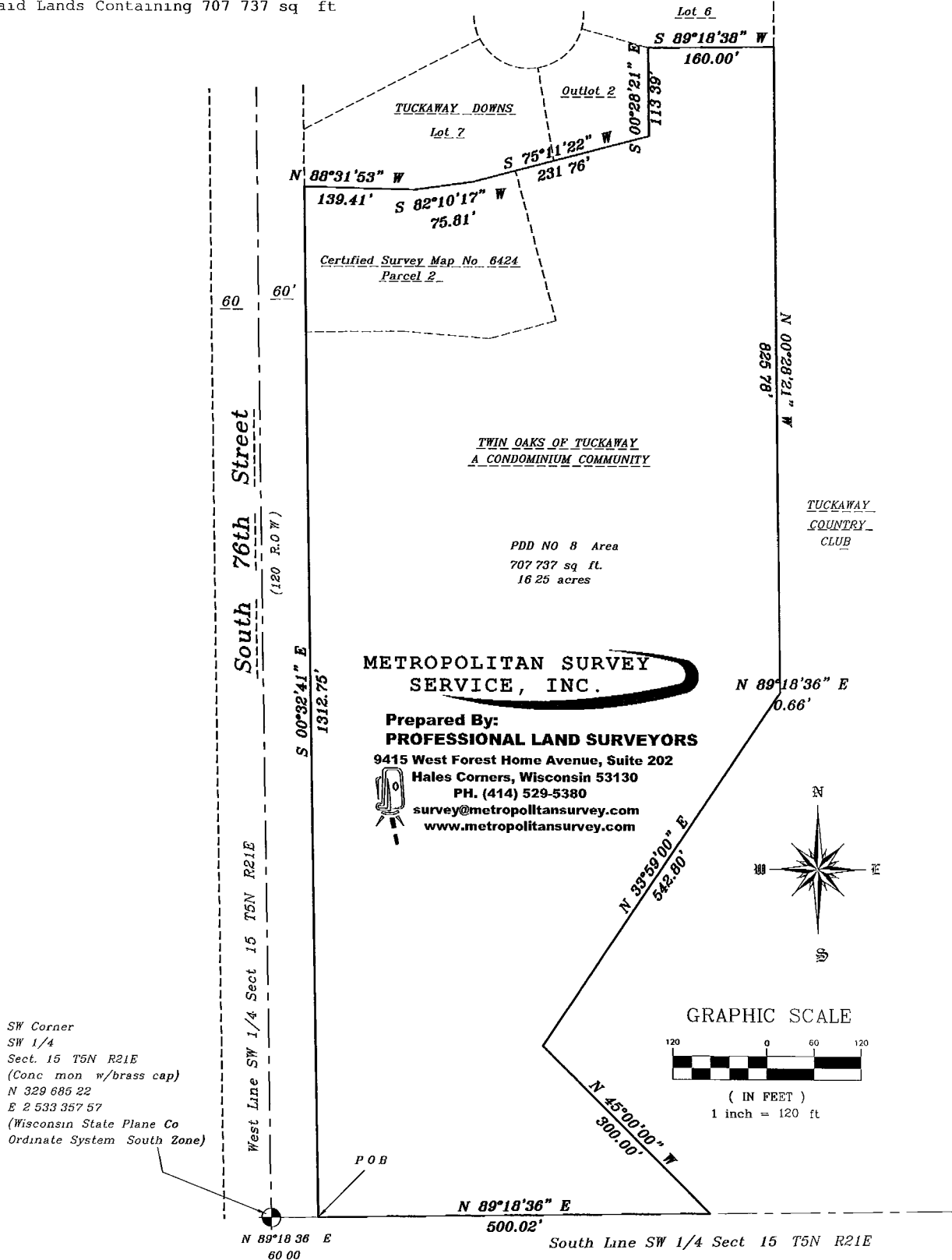
School District: FRANKLIN PUBLIC SCHOOL DISTRICT

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


LEGAL DESCRIPTION OF PDD NO.8 PER CITY OF FRANKLIN GIS

All that part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Commencing at the Southwest corner of said Southwest 1/4 thence, N 89° 18' 36" E, along the South line of said 1/4 Section 60 00 feet to the point of beginning, thence continuing along said South line N 89° 18' 36" E, 500 02 feet to the West line of Tuckaway County Club, thence N 45° 00' 00" W along said West line 300 feet, thence N 33° 59' 00" E along said West line 542 80 feet, thence N 89° 18' 36" E, 0 66 feet, thence N 00° 28' 21" West along said West line 825 78 feet to the South line of Tuckaway Downs, thence S 89° 18' 38" W along said South line 160 00 feet, thence S 0° 28' 21" East along said South line 113 39 feet, thence S 75° 11' 22" West along said South line 231 76 feet, thence S 82° 10' 17" W along said South line, 75 81 feet, thence N 88° 31' 53" West along said South line 139 41 feet to the East line of South 76th Street, thence S 0° 32' 41" E along said East line, 1312 75 feet to the point of beginning
Said Lands Containing 707 737 sq ft



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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	A Motion to Authorize Staff to Advertise for Bids for Both Contracts of the 2023 Local Street Improvement Program Including the Library Parking Lot as an Alternate Bid Option	ITEM NO. G.12.

BACKGROUND

Pursuant to Municipal Code section 19.11 and Wis. Stat. 62.15, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

After reviewing the pavement ratings and models, the Engineering Department requested that funding for the LSIP be set to \$2,600,000. The proposed 2023 Local Street Improvement Program (LSIP) was presented to the Board of Public Works (BOPW) in September 2023. The BOPW recommended that the Common Council incorporate the proposed 2023 LSIP into the 2023 Budget. The 2023 Adopted Budget allocated \$1,500,000 in available funds for this program.

ANALYSIS

Depending on bids, portions of the following roads will be included this year: W. Hawthorne Lane; W. Meadow Lane; S. 90th Street; S. 92nd Street; W. Coventry Drive; S. Nottingham Way; W. Winston Way; S. 66th Street; W. Charles Court; W. Robinwood Lane; W. Woelfel Road; W. Franklin Drive; S. 112th Street; S. 37th Place; S. 36th Street; W. Marquette Avenue; W. Madison Boulevard; S. 77th Street; S. 79th Street; S. 81st Street; S. 83rd Street; W. Elm Court; W. High Street. The proposed program is attached, road segments are generally prioritized from top to bottom of each list. If bids do not allow all segments to be included, segments will be eliminated considering the available budget and priority.

The 2023 LSIP will be advertised and bid as two separate contracts, similar to the 2022 LSIP. One contract (resurfacing) will contain the segments receiving pulverize or mill and overlay treatments. The other contract (preventative maintenance) will contain the segments receiving seal coating treatments. Additionally, concrete curb and gutter repair work that was not able to be completed in 2022 may be incorporated into the resurfacing contract.

The 2023 Budget also includes \$450,000 for the library parking lot improvements (Fund 46). Staff is working with the Director of Administration about the feasibility of including the parking lot improvements as an alternate bid within the resurfacing contract. Given the similar scope of work (asphalt and concrete) there is potential for significant savings if bid together. As an alternate bid option, if the bid prices for the parking lot do not come back favorably, the work does not need to be selected within the resurfacing contract.

OPTIONS

- A. Authorize Staff to advertise and bid both contracts of the 2023 Local Street Improvement Program including the library parking lot as an alternate bid option. Note that the bids will return to Common Council for awarding contracts. Or
- B. Refer back to Staff with further direction.

FISCAL IMPACT

The approved 2023 Street Improvement Fund (Fund 47) appropriations are \$1,590,000. This includes \$1,500,000 for the Local Road Program and ADA Curb Ramps-Misc Locations (47-0331-5823).

\$ 1,500,000.00	Total available for LSIP contracts
- \$ 1,200,000.00	2023 LSIP Resurfacing Contract
- \$ 120,000.00	2023 LSIP Preventative Maintenance Contract
- \$ 100,000.00	DPW materials, material testing, etc
<hr/>	
\$ 80,000.00	Remainder for contingency

If included in the resurfacing contract, the library parking lot and associated budget (46-0331-5836) would be in addition to the \$1,500,000 noted in the table above.

RECOMMENDATION

A motion to authorize Staff to advertise for bids for both contracts of the 2023 Local Street Improvement Program including the library parking lot as an alternate bid option.

Engineering Department: TAB

Street	To	From	Miles	2021 Rating	Work	Cost Estimate	Bid type
W. Hawthorne Ln./ W. Meadow Ln./ S. 90th St./ S. 92nd Street	Full limits	Full limits	0.97	2	Mill/pulverize, overlay, widening	\$ 476,000.00	Base
W. Coventry Dr.	S 82nd St.	W Imperial Dr	0.19	2	Mill, overlay, ADA	\$ 125,000.00	Base
S. Nottingham Way	W Coventry Dr.	W Winston Way	0.17	3	Mill, overlay	\$ 111,000.00	Base
W. Winston Way	S Nottingham Way	East termin	0.25	3	Mill, overlay, ADA	\$ 177,000.00	Base
S. 66th St./ W. Charles Ct./ W. Robinwood Ln.	Full limits	Full limits	0.38	3	Mill, overlay	\$ 252,000.00	Base
W Coventry Dr		Resurfacing Subtotal	1.97			\$ 1,141,000.00	
W Woelfel Rd.	W Imperial Dr	500 feet east	0.09	3	Mill, overlay	\$ 65,000.00	Alternate
W Franklin Dr	S Sanctuary Rd.	S 92nd St	0.20	4	Mill/pulverize overlay	\$ 134,000.00	Alternate
S 49th St	S. 60th St.	S. 54th St.	0.26	3/4	Mill, overlay	\$ 152,000.00	Alternate
W Minnesota Ave	W Marquette Ave	W Rawson Ave	0.50	3	Mill overlay	\$ 199,000.00	Alternate
	S 51st St.	S. 48th St.	0.27	3	Mill, overlay, ADA	\$ 119,000.00	Alternate
S. 112th St.	CTH H	W. Oakwood Rd.	1.00	9	Crack seal, seal coat	\$ 30,000.00	Alternate
S. 112th St.	W Oakwood Rd	W South County Line Rd	1.00	7	Crack seal, seal coat	\$ 31,000.00	Alternate
S. 37th Pl.	CTH BB (Rawson Ave)	W Marquette Ave	0.53	9-10	Crack seal, seal coat	\$ 11,000.00	Alternate
S. 36th St.	W Missouri Ave	W Marquette Ave	0.40	10	Crack seal, seal coat	\$ 10,000.00	Alternate
W. Marquette Ave.	S 37th Pl.	S 35th St.	0.16	10	Crack seal, seal coat	\$ 3,000.00	Alternate
W. Missouri Ave.	S 37th Pl	S 36th St.	0.06	10	Crack seal, seal coat	\$ 1,000.00	Alternate
W. Madison Blvd.	S. 37th Pl	S. 35th St.	0.18	10	Crack seal, seal coat	\$ 4,000.00	Alternate
S. 77th St.	W Elm Ct.	W High St.	0.20	8	Crack seal, seal coat	\$ 4,000.00	Alternate
S. 79th St.	W Elm Ct.	W High St.	0.20	7	Crack seal, seal coat	\$ 4,000.00	Alternate
S. 81st St.	W Elm Ct.	W High St.	0.20	8	Crack seal, seal coat	\$ 4,000.00	Alternate
S. 83rd St.	W Puetz Rd.	W. Hulltop Ln.	0.30	8	Crack seal, seal coat	\$ 6,000.00	Alternate
W. Elm Ct.	S 83rd St	S 77th St.	0.38	8	Crack seal, seal coat	\$ 8,000.00	Alternate
W. High St.	S 83rd St.	S. 76th St.	0.40	7-8	Crack seal, seal coat	\$ 8,000.00	Alternate
		Preventative Maintenance Subtotal	5.01			\$ 124,000.00	
W Puetz Rd.	W Yorkshire Cir	S. 27th St.	0.30	10	Crack seal, seal coat	\$ 9,000.00	Alternate
S. North Cape Rd.	Speedway Dr	CTH BB (Rawson Ave)	0.66	7-8	Crack seal seal coat	\$ 25,000.00	Alternate
S. North Cape Rd.	CTH BB (Rawson Ave)	W St Martins Rd.	0.55	7-8	Crack seal, seal coat	\$ 21,000.00	Alternate
S. North Cape Rd.	W St Martins Rd.	Franklin Corp Limits	0.66	7-8	Crack seal seal coat	\$ 25,000.00	Alternate
		Resurfacing Subtotal	1.97			\$ 1,141,000.00	
		Preventative Maintenance Subtotal	5.01			\$ 124,000.00	
		Total	6.98			\$ 1,265,000.00	


Note Remainder of \$1.5M for DPW materials, QA testing, and contingency

CITY OF FRANKLIN 2023 Local Street Improvement Program

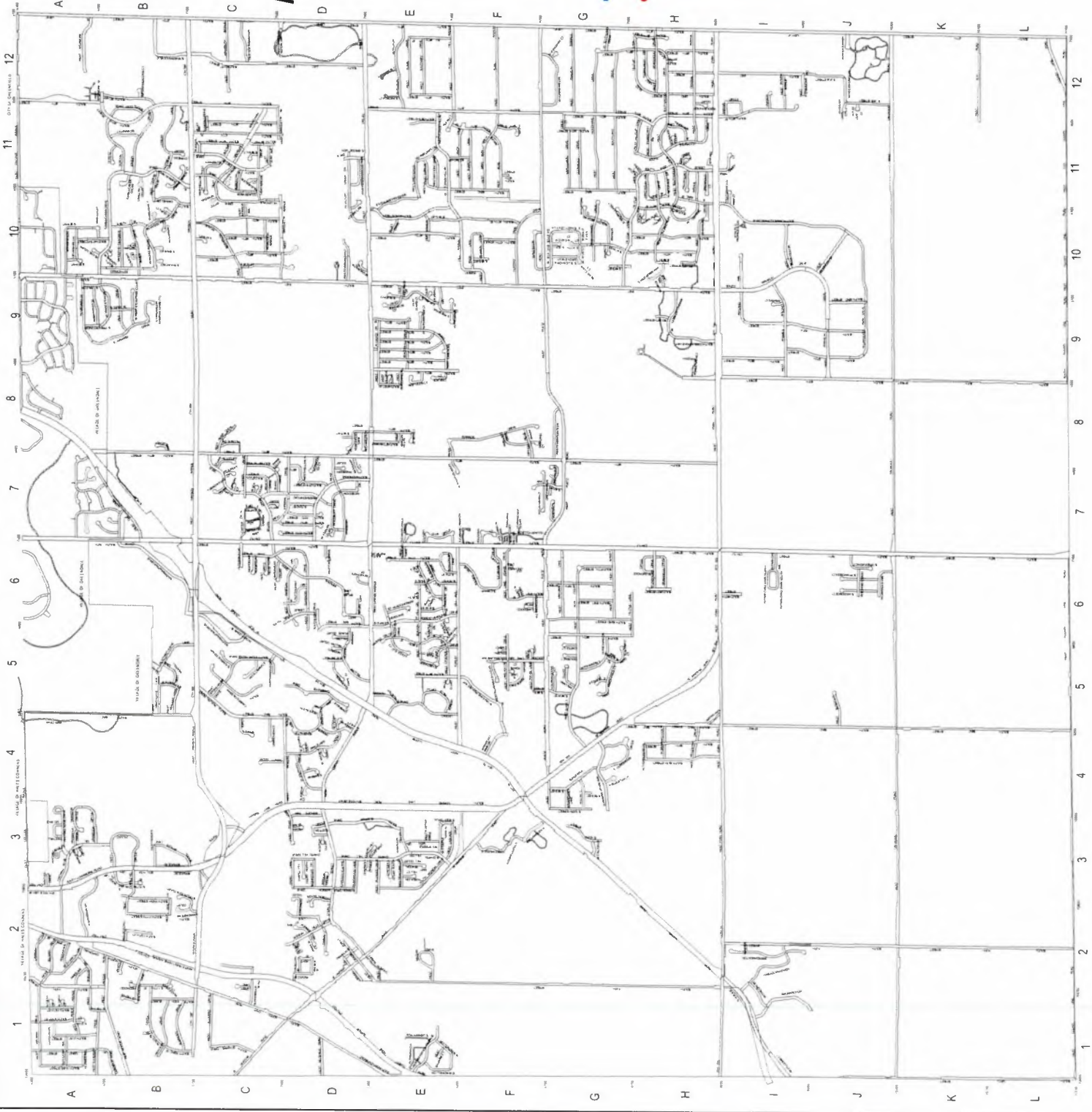



3,000 1,500 0 3,000 Feet



 PULVERIZE/MILL & OVERLAY

 SEAL COAT



APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	Substitution of Alternative Insurance Coverage for the W. Minnesota Avenue and S. 50 th Street Water Main Extension Project with Willkomm Excavating and Grading, Inc.	ITEM NO. G.13.

BACKGROUND

On October 4, 2022, Council adopted Resolution 2022-7910, a resolution to award contract for the W. Minnesota Avenue and S. 50th Street Water Main Extension to Willkomm Excavating and Grading, Inc. in the amount of \$398,897.75.

ANALYSIS

The contract, as advertised for bid, includes our standard insurance requirements (below). During the process to execute the contract, the contractor's insurance representative notified Staff that due to their filing with the State of Wisconsin and reinsurance agreement, they are not able to meet the City Commercial General Liability requirements of \$2,000,000 per each occurrence / \$4,000,000 for general aggregate.

They have proposed an alternative that Staff feels is an appropriate substitution to meet the City's insurance coverage needs. They have proposed to increase their Umbrella or Excess Liability Coverage to \$12,000,000 in place of our required \$10,000,000. The remainder of the necessary insurance requirements will be met.

Standard City Requirements (<u>proposed alternative</u>)	
A. General/Commercial Liability	\$2,000,000 (<u>\$1,000,000</u>) per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 (<u>\$2,000,000</u>) 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 (If applicable)	\$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>
Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 (<u>\$12,000,000</u>) per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability	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	\$2,000,000 single limit

OPTIONS

A. Approve the substitution of alternative insurance coverage provision in the contract as proposed by Willkomm Excavating and Grading, Inc. and fully execute contract as authorized in Resolution 2022-7910.

B. Reject the bid


FISCAL NOTE

There is no fiscal impact to the City with the alternative insurance provided.

RECOMMENDATION

Motion to approve the substitution of alternative insurance coverage provision in the contract for the W. Minnesota Avenue and S. 50th Street Water Main Extension project with Willkomm Excavating and Grading, Inc.

Engineering Department: TAB

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	A Resolution to Sign a Waiver of Appraisal for a Temporary Limited Easement in Front of the Franklin Police Department (9455 W. Loomis Road) (TKN 801-9999-001) for a Wisconsin Department of Transportation project on W. Loomis Road (STH 36) from STH 100 to S. 51st Street	ITEM NO. G.14.

BACKGROUND

On October 6, 2020, Common Council adopted Resolution No. 2020-7676, A Resolution to Authorize State/Municipal Maintenance Agreement for W. Loomis Road (STH 36) from STH 100 to S. 51st Street Related to Construction of a Pathway and Related Features. The Wisconsin Department of Transportation (WisDOT) project is ID 2240-00-28. Construction is expected in 2024.

ANALYSIS

This project will require a 479 square-foot temporary limited easement (TLE) in the vicinity of the Franklin Police Department (9455 W. Loomis Road) driveway. Wisconsin Department of Transportation (WisDOT) estimates that the value of this easement will be \$1,150. The City, as any property owner has the right to a second appraisal.

Staff agrees with WisDOT that this easement is of nominal value and recommends to Common Council that a “Waiver of Appraisal” be signed.

FISCAL NOTE

Staff is awaiting a current estimate on the City’s portion of the construction costs.

RECOMMENDATION

A motion to adopt Resolution 2023-_____ A Resolution to Sign a Waiver of Appraisal for a Temporary Limited Easement in front of the Franklin Police Department (9455 W. Loomis Road) (TKN 801-9999-001) for a Wisconsin Department of Transportation project on W. Loomis Road (STH 36) from STH 100 to S. 51st Street

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO SIGN A WAIVER OF APPRAISAL FOR A TEMPORARY LIMITED EASEMENT IN FRONT OF THE POLICE DEPARTMENT (9455 W. LOOMIS ROAD) (TKN 801-9999-001) FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON W. LOOMIS ROAD (STH 36) FROM STH 100 TO S. 51ST STREET

WHEREAS, Wisconsin Department of Transportation (WisDOT) is planning a project to improve W. Loomis Road (STH 36) from STH 100 to S. 51st Street; and

WHEREAS, the City of Franklin desires for a pathway to be constructed as part of the project; and

WHEREAS, a temporary limited easement is needed to accommodate the pathway construction; and

WHEREAS, the Common Council agrees with WisDOT that the value of the easement is of nominal value and a second appraisal is not warranted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, to sign a Waiver of Appraisal for a Temporary Limited Easement in front of the Franklin Police Department (9455 W. Loomis Road) (TKN 801-9999-001) for a Wisconsin Department of Transportation project on W. Loomis Road (STH 36) from STH 100 to S. 51st Street.

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:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

WisDOT Division of Transportation
System Development
Southeast Region
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone (262) 548-5903
FAX (262) 548-5888
Email serdtsd@dot.wi.gov



January 3, 2023

CERTIFIED MAIL
7021 0350 0000 2202 6501

CITY OF FRANKLIN
ATTN GLEN E MORROW
9229 W LOOMIS RD.
FRANKLIN, WI 53132

RECEIVED
JAN 5 2023
City of Franklin
Engineering Department

Reference Initiation of Negotiations
Project ID 2240-00-28, Parcel No 2
WATERFORD - MILWAUKEE
STH - 036, Milwaukee County

Dear CITY OF FRANKLIN

As you may know, the Wisconsin Department of Transportation (WisDOT) plans a highway safety project in your area. This project will affect your property and I look forward to working with you to discuss our mutual interests.

Please review the following documents:

- Right of Way Exhibit Sheet 4 02 showing land and/or interests needed
- Names of neighboring landowners affected by the project – Listed on ROW Exhibit
- Nominal Payment Parcel Waiver of Appraisal (RE1897) – **To be signed and returned**
- Legal description of the land and/or interest(s) needed – Part of Waiver of Appraisal
- "The Rights of Landowners Under Wisconsin Eminent Domain Law"

When the Wisconsin Department of Transportation (WisDOT) determines an acquisition to be of a nominal value, acquisition of the property or interests is allowed without having an appraisal done, but only if the property owner agrees. However, in lieu of an appraisal, a market study of recent sales in the area was prepared to help us determine comparable property values for your property. Those values, and associated interests to be acquired, are noted on the enclosed Waiver of Appraisal form.

If you agree with the terms shown on the enclosed Waiver of Appraisal form and wish to enter into an agreement with WisDOT, **sign the enclosed Waiver of Appraisal form and return it in a timely manner in the enclosed self-addressed, postage-paid envelope to WisDOT for final review and approval.**

If you do not agree with the terms of the enclosed Waiver of Appraisal form, or if I have not heard back from you by 02/03/2023, I will contact you to discuss the next steps in the acquisition process.

The department wants you to be satisfied that your property and your rights have been fully considered and your questions answered. I am happy to provide any additional information requested, if available, or to discuss any concerns you may have. Please contact me at 262-548-6457 or email me at dean.veling@dot.wi.gov

Thank you for your cooperation in keeping Wisconsin roadways safe.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Veling".

Dean Veling
Real Estate Specialist

Enclosures: ROW Exhibit, Waiver of Appraisal, Legal Description, Rights of Landowners Brochure, Return Envelope, Business Card

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

Wisconsin Department of Transportation

RE1897 11/2022 Ch 32 Wis Stats

Owner name(s) City of Franklin	Area and interest required 479 00 sq ft of Temporary Limited Easement (TLE)
-----------------------------------	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)		479 00	Sq Ft	\$2 40	\$1,150 00

Total Allocation \$1,150 00
Rounded To \$1,150 00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by Wisconsin Department of Transportation

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature

It is intended that the instrument of conveyance will be executed upon presentation by Wisconsin Department of Transportation agents or representatives

Signature _____ Date _____

Signature _____ Date _____

Print Name _____ Title _____

Print Name _____ Title _____

Signature _____ Date _____

Signature _____ Date _____

Print Name _____ Title _____

Print Name _____ Title _____

City of Franklin

Owner of Record

Approved for Wisconsin Department of Transportation

For Office Use Only

X

Wisconsin Department of Transportation Signature
Date



This instrument was drafted by
Wisconsin Department of Transportation

Project ID
2240-00-28

Parcel No
2

LEGAL DESCRIPTION

A **Temporary Limited Easement** for the right to construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in City of Franklin, Milwaukee County, State of Wisconsin, described as:

A parcel of land Located in part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, more fully described as follows:

Beginning at a found SEWRPC Brass Cap in Concrete at the East 1/4 of said Section 17; Thence along the south line of the Northeast 1/4 S89°40'41" West, 567.86 feet; Thence North 00°00'00" East, 535.35 feet to the east Right-Of-Way line of STH 36 and the point of beginning; Thence along the east right-of-way line of STH 36 North 17°53'55" East, 72.60 feet; Thence North 89°40'41" East, 6.84 feet; Thence South 17°53'55" West, 74.68 feet; Thence North 72°38'05" West, 6.50 feet to the east right-of-way line of STH 36 and the point of beginning.

This parcel contains 479 square feet, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

2240-00-28, Parcel 2, City of Franklin

Size of Temporary Limited Easement (TLE)	479.00
Unit value of the unencumbered fee within the TLE	\$ 9 00
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy)	12/1/2022
Expiration Date of the TLE - (mm/dd/yyyy).	6/1/2025
Term of Encumbrance of TLE.	2 5014
<u>Annual Rental Rate</u>	
· Basic Safe Investment Rate (per year).	4.00%
· Expected Inflation Rate (per year)	4.00%
· Risk Adjustment (per year):	3 00%
Annual Yield Rate = Annual Rental Rate:	11 00%
Annual Rent for Land Within TLE:	\$ 474 21
<u>Discounted Lump Sum Payment of Annual Rent</u>	
Discount Rate:	4 00%
· First Year:	\$ 474 21
· Second Year	\$ 455 97
· Third Year:	\$ 219 82
· Fourth Year	\$ -
· Fifth Year.	\$ -
· Sixth Year.	\$ -
Total Compensation for Land Within the TLE:	\$ 1,150.00

Color Key to Real Estate Interests

Fee (Fee Simple) – Pink

Fee simple is a term that refers to real estate or land ownership. The owner of the property has full and irrevocable ownership of the land and any improvements on that land. Fee simple is the highest form of property ownership.

PLE (Permanent Limited Easement) – Green

Permanent Limited Easement (PLE) is a right for construction and maintenance purposes, as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable. But without prejudice to the owner's right to make or construct improvement on said lands or to flatten the slopes, providing said activities with not impair or otherwise adversely affect the highway facilities. A PLE is a permanent acquisition for a specific purpose. It is typically used for construction outside the normal right-of-way that does not seriously impair the property owner's use but does require occasional access for maintenance purposes.

TLE (Temporary Limited Easement) – Blue

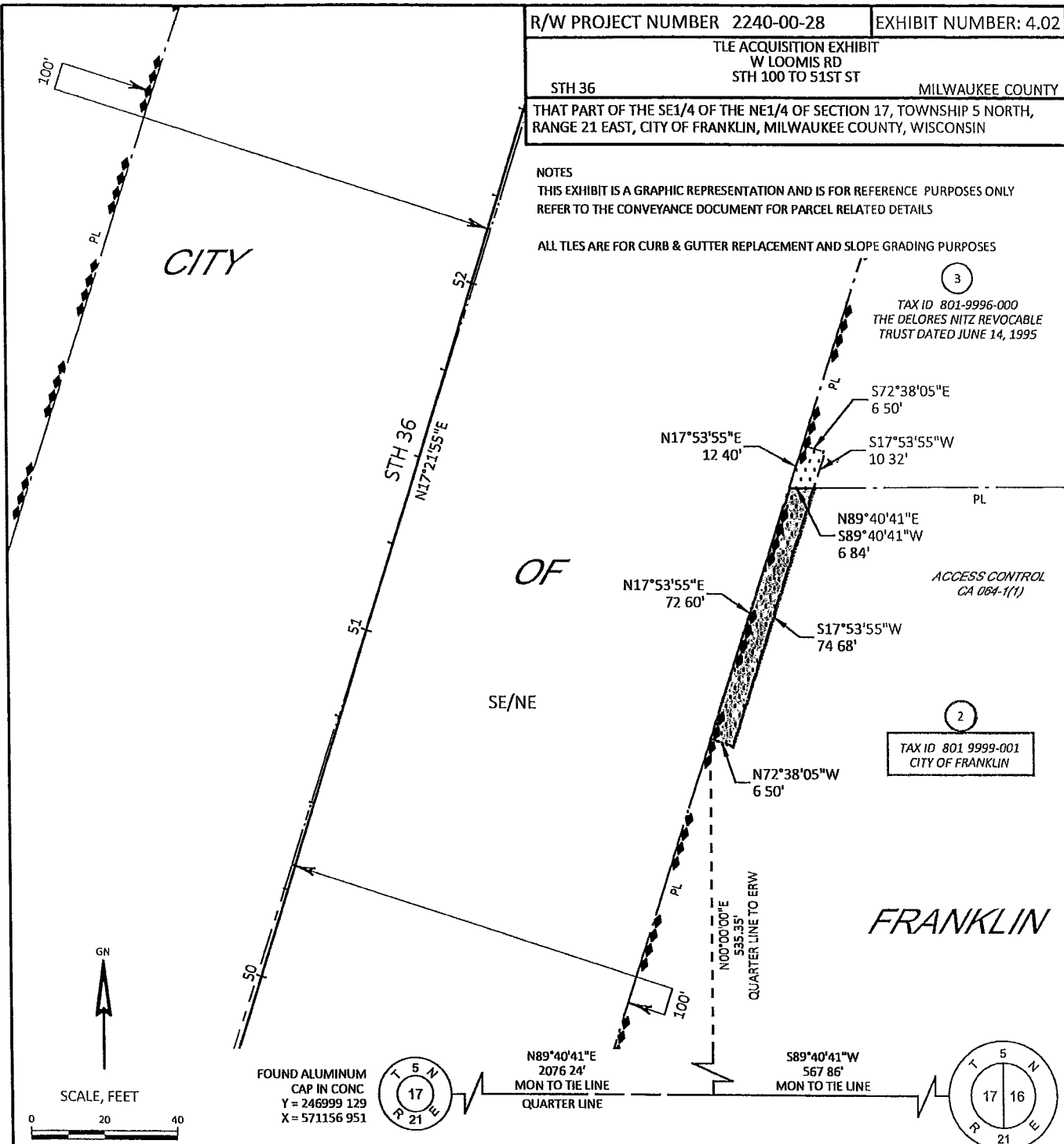
Temporary Limited Easement (TLE) is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable. All TLE's are to expire at the completion of the construction project for which this instrument is given.

PL (Property Line) - Orange

Property Line (PL) the boundary line between two pieces of property.

R/W PROJECT NUMBER 2240-00-28 EXHIBIT NUMBER: 4.02
 TLE ACQUISITION EXHIBIT
 W LOOMIS RD
 STH 100 TO 51ST ST
 MILWAUKEE COUNTY
 THAT PART OF THE SE1/4 OF THE NE1/4 OF SECTION 17, TOWNSHIP 5 NORTH,
 RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

NOTES
 THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY
 REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS
 ALL TLES ARE FOR CURB & GUTTER REPLACEMENT AND SLOPE GRADING PURPOSES



4

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S F
2	CITY OF FRANKLIN	TLE	479
3	THE DELORES NITZ REVOCABLE TRUST DATED JUNE 14, 1995	TLE	74

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

FOUND ALUMINUM CAP IN CONC
 Y = 246999 129
 X = 571156 951

FOUND SEWRPC BRASS CAP IN CONC.
 Y = 247013.981
 X = 573801.004

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 36	PROJECT F064-1(5)/2240-02 22	200'	1956
STH 36	PROJECT T064-1(35)/2240-2 21	200'	1967

THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION SOUTHEAST - WAUKESHA REGION OFFICE

SIGNATURE *Robert L. Duffeck* DATE 10/31/22

PRINT NAME ROBERT L. DUFFECK

R/W PROJECT NUMBER: 2240-00-28 EXHIBIT NUMBER: 4.01

TLE ACQUISITION EXHIBIT
W LOOMIS RD
STH 36 MILWAUKEE COUNTY
STH 100 TO 51ST ST

THAT PART OF OUTLOT 1 OF CSM 6392, PARCEL 1 OF CSM 6756 AND LOT 1 OF CSM 8192 LOCATED IN PART OF THE NE1/4 OF THE SE1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

ALL TLES ARE FOR SIDEWALK REPLACEMENT AND SLOPE GRADING PURPOSES.

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR CROSS EASEMENTS ON PARCELS 1, 2 AND 3 OF CSM 6762 DOC. 7845536

OUTLOT 1
CSM 6392
REEL 4110, IMAG 231-235
DOC. 07402610

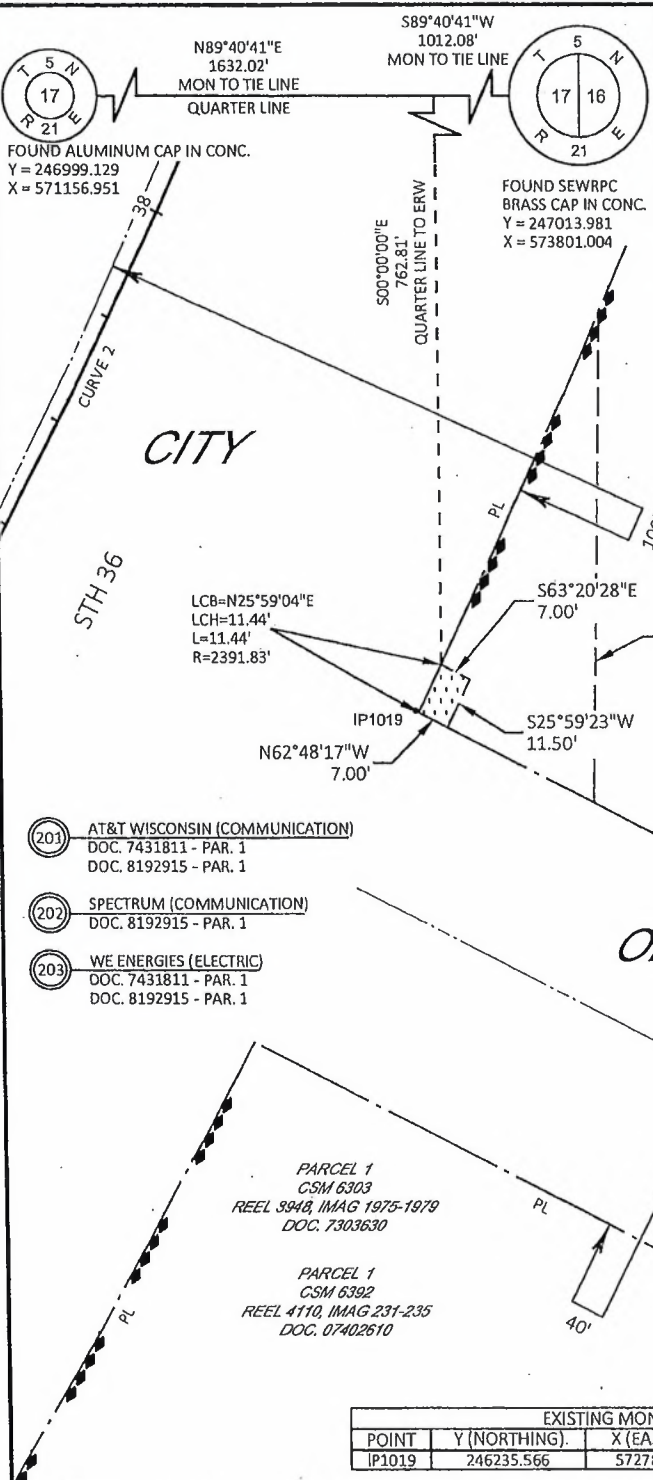
ACCESS CONTROL
CA 064-1(1)
CSM 6303
CSM 6392
CSM 6756
CSM 8192

PARCEL 1
CSM 6756
REEL 4704, IMAG 891-896
DOC. 07843612

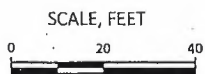
LOT 1
CSM 8192
DOC. 9801479

TAX ID: 840-9971-015
BRENWOOD PARK HEALTH HOLDINGS LLC,
A NEVADA LIMITED LIABILITY COMPANY

NE/SE
CURVE 2
PI STA = 33+61.23
Y = 245857.887
X = 572600.736
DELTA = 37°54'35"
D = 2°21'35"
T = 833.89'
L = 1606.48'
R = 2428.00'
PC STA = 25+27.35
Y = 245382.873
X = 571915.368
PT STA = 41+33.83
Y = 246653.767
X = 572849.619
DB = S55°16'30"W
DA = N17°21'55"E



EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP1019	246235.566	572783.226	1.25" OD IRON PIPE



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
1	BRENWOOD PARK HEALTH HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY	TLE	80

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 36	PROJECT F064-1(5)/2240-02-22	200'	1956
STH 36	PROJECT T064-1(35)/2240-2-21	200'	1967
STH 36	CSM 6392	200'	1997
STH 36	CSM 6756	200'	1999
BRENWOOD PARK DRIVE	CSM 6392	200'	1997
BRENWOOD PARK DRIVE	CSM 6756	200'	1999

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
201	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS
202	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
203	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS

THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION SOUTHEAST - WAUKESHA REGION OFFICE

SIGNATURE: *Robert L. Duffeck* DATE: 10/31/22
PRINT NAME: ROBERT L. DUFFECK

R/W PROJECT NUMBER: 2240-00-28

EXHIBIT NUMBER: 4.03

TLE ACQUISITION EXHIBIT
W LOOMIS RD
STH 100 TO 51ST ST

STH 36

MILWAUKEE COUNTY

THAT PART OF LOT 1 OF BLOCK 1 OF THE PLAT OF GREENDALE INDUSTRIAL PARK LOCATED IN PART OF THE SW1/4 OF THE SE1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 21 EAST, VILLAGE OF GREENDALE, MILWAUKEE COUNTY, WISCONSIN.

NOTES:

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VILLAGE

LOT 1
BLOCK 4
PLAT OF GREENDALE INDUSTRIAL PARK

LOT 1
BLOCK 1
PLAT OF GREENDALE INDUSTRIAL PARK

ACCESS CONTROL
GA 064-1(1)

6
TAX ID: 695-0032-000
STEAKOUT LLC, A WISCONSIN
LIMITED LIABILITY COMPANY

HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 36	PROJECT F064-1(5)/2240-02-22	200'	1956
STH 36	PROJECT T064-1(35)/2240-2-21	200'	1967
STH 36	PLAT OF GREENDALE INDUSTRIAL PARK	200'	1958
INDUSTRIAL LOOP	PLAT OF GREENDALE INDUSTRIAL PARK	70'	1958

FOUND SEWRPC
BRASS CAP IN CONC.
Y = 260115.806
X = 582009.432

N89°46'07"E
1218.42'
MON TO TIE LINE

S89°46'07"W
1434.40'
MON TO TIE LINE

FOUND SEWRPC
BRASS CAP IN CONC.
Y = 260126.521
X = 584662.234

SCHEDULE OF LANDS
& INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
6	STEAKOUT LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	87

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
201	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS
203	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS

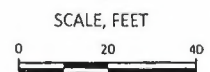
201 AT&T WISCONSIN (COMMUNICATION)
DOC. 3111046 - PAR. 6
DOC. 3734879 - PAR. 6

203 WE ENERGIES (ELECTRIC)
DOC. 1441525 - PAR. 6
DOC. 3734879 - PAR. 6

THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION
SOUTHEAST - WAUKESHA REGION OFFICE

SIGNATURE: *Robert L. Duffeck* DATE: 10/31/22

PRINT NAME: ROBERT L. DUFFECK



HWY	BASIS OF EXISTING R/W	WIDTH	YEAR
STH 36	PROJECT F064-1(5)/2240-02 22	200'	1956

R/W PROJECT NUMBER: 2240-00-28 EXHIBIT NUMBER 4.04

TLE ACQUISITION EXHIBIT
W LOOMIS RD
STH 100 TO 51ST ST

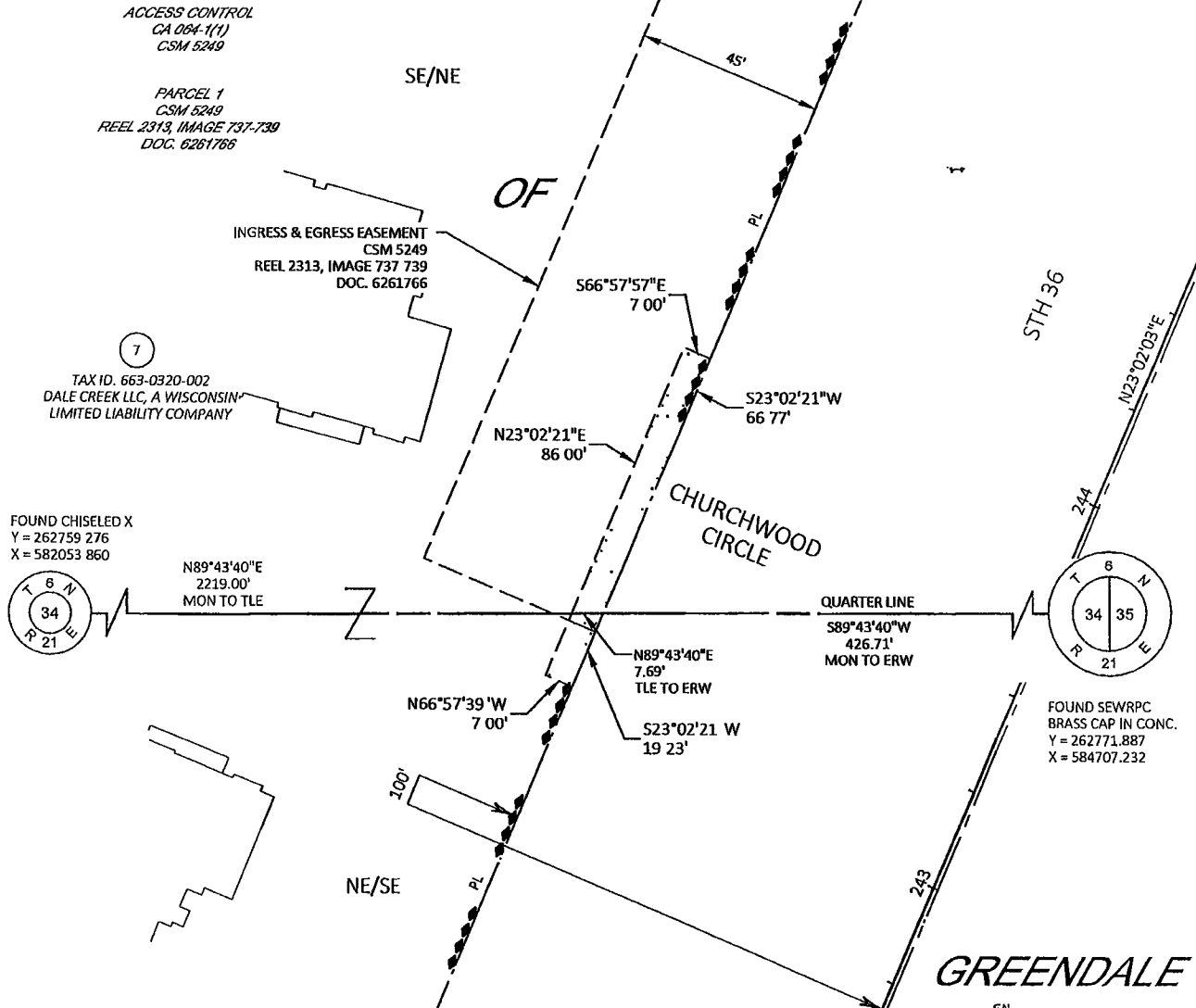
STH 36 MILWAUKEE COUNTY

THAT PART OF PARCEL 1 OF CSM 5249 LOCATED IN PART OF THE SE1/4 OF THE NE1/4 AND PART OF THE NE1/4 OF THE SE1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 21 EAST, VILLAGE OF GREENDALE, MILWAUKEE COUNTY, WISCONSIN

VILLAGE

NOTES.
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4

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

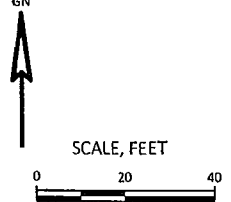
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F
7	DALE CREEK LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	602

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
201	AT&T WISCONSIN (COMMUNICATION)	RELEASE OF RIGHTS
203	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS

201 AT&T WISCONSIN (COMMUNICATION)
DOC. 3111046 - PAR 7
DOC. 6303923 PAR 7

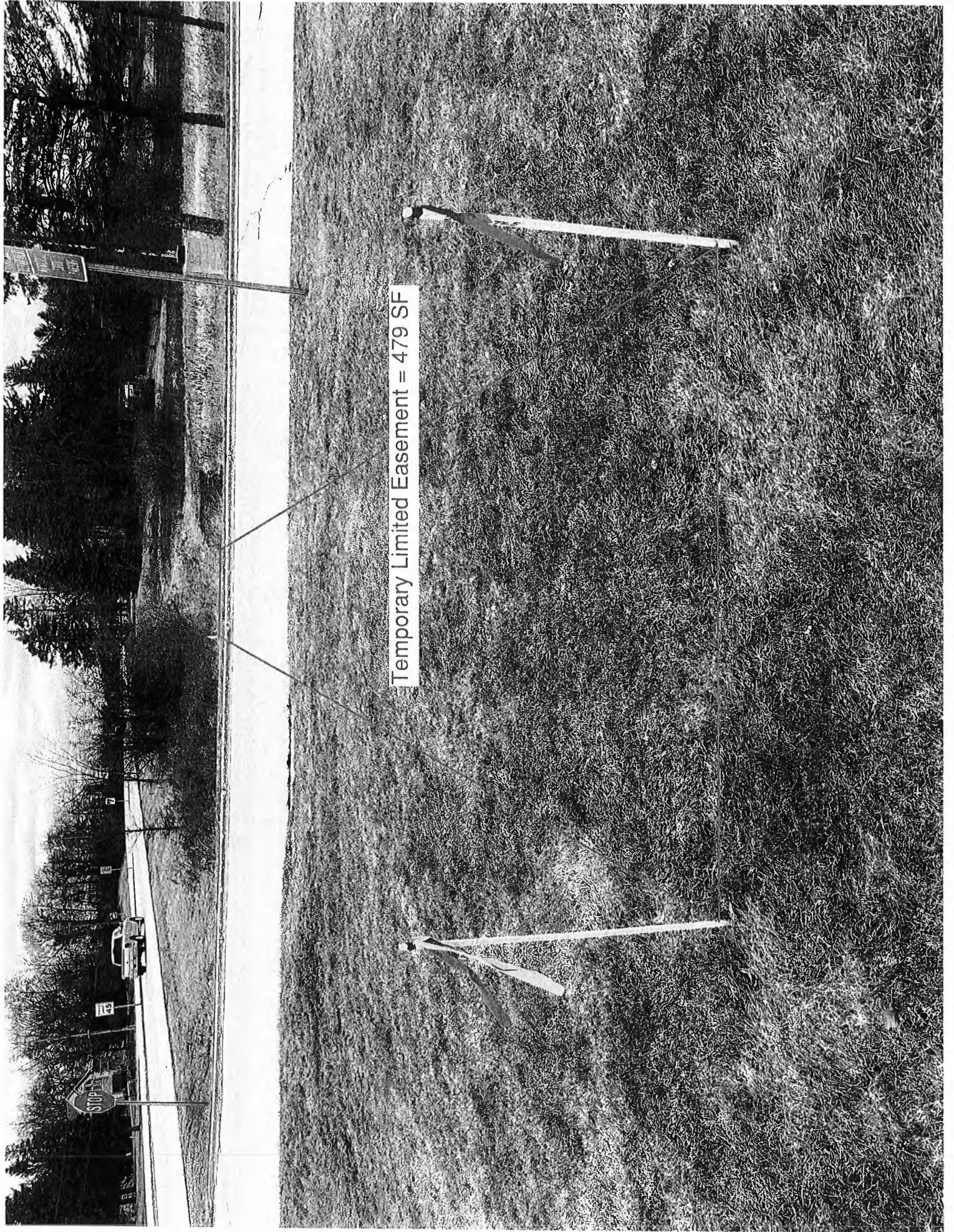
203 WE ENERGIES (ELECTRIC)
DOC. 1441521 PAR. 7
DOC. 1441522 - PAR. 7
DOC. 6303923 PAR. 7



THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION SOUTHEAST - WAUKESHA REGION OFFICE

SIGNATURE *Robert L. Duffeck* DATE: 10/31/22

PRINT NAME ROBERT L. DUFFECK



Temporary Limited Easement = 479 SF

The Rights of Landowners Under Wisconsin Eminent Domain Law



Procedures Under Wis. Stat. § 32.05: Highways, Streets, Storm & Sanitary Sewers, Watercourses, Alleys, Airports and Mass Transit Facilities

This brochure provides information on the condemnation process in Wisconsin, including the rights of impacted property owners. More detailed information is available in Wis. Stat. Ch. 32.

November 2021

INTRODUCTION

The Wisconsin Constitution, Article 1, section 13, establishes eminent domain authority, which is the power to take private property for a public purpose with payment of just compensation. The Eminent Domain Law, Wis. Stat. Ch. 32, vests several public and private entities with eminent domain power. Condemnation is the legal process by which the acquiring agency exercises its eminent domain power.

The following are jurisdictional requirements the acquiring agency must obey in order to condemn property. Even if an acquiring agency does not intend to obtain property via condemnation, it must comply with the requirements of Chapter 32 when proceeding with an activity that may involve displacement of persons, business concerns, or farm operations.

RELOCATION ORDER

Specific entities are required to make a relocation order that provides for the laying out, relocation and improvement of a transportation-related facility prior to initiating negotiations. The order must include a map or plat showing the old and new facility locations, as well as the land and interests required for the project. Within 20 days of issue, a copy of the order must be filed with the county clerk where the lands are located.

APPRAISAL

The acquiring agency must obtain at least one appraisal for each property it will acquire prior to initiating negotiations. When obtaining and drafting the appraisal, the appraiser must consult with the property owner. Once completed, the appraiser must provide the owner with a full narrative appraisal. Also, the acquiring agency must notify the owner that he/she may obtain his/her own appraisal at the (reasonable) expense of the acquiring agency. The owner's appraisal must be submitted to the acquiring agency within 60 days of receiving the agency's appraisal.

NEGOTIATIONS

The acquiring agency must negotiate with the property owner for purchase of the property and must consider the full narrative appraisal to establish the property's fair market value. It must provide a map showing all property the project impacts and the names of at least 10 neighbors who are receiving offers. If the project affects fewer than 10 owners, the acquiring agency must give the names of all offerees. Property owners may inspect and make copies of any maps the acquiring agency holds. The acquiring agency may present relocation benefits during negotiations if relocation of displaced persons is required.

In partial acquisitions, fair market value is the greater of (1) the fair market value of the part acquired, or (2) the difference between the entire property value before and after acquisition. If only part of the property is acquired and an uneconomic remnant remains, the acquiring agency must offer to acquire the uneconomic remnant. An uneconomic remnant is the property remaining after a partial taking, if it is of such size, shape, or condition to be of little value or of substantially impaired economic viability.

Compensation for an easement is the difference between the property value immediately before and immediately after the date of evaluation. The date of evaluation is the date the conveyance is recorded by the county register of deeds.

If the property owner agrees to a negotiated sale, the acquiring agency must record the conveyance with the county register of deeds. After recording, the acquiring agency must provide notice of the conveyance to all owners of record, by certified mail or personal service, as well as of their right to appeal the compensation award within 6 months of the recording date.

JURISDICTIONAL OFFER

If negotiations fail, the acquiring agency must provide the property owner with a jurisdictional offer. The offer must be delivered by certified mail or personal service and include (1) a description of the nature of the project; (2) a description of the property to be acquired, (3) the proposed date of occupancy, (4) the compensation offer, (5) notice that any additional items payable may be claimed for relocation assistance, (6) a statement that the appraisal on which the offer is based is available for viewing; and (7) notice that the owner has 2 years from the date the acquiring agency takes the property by award to appeal for greater compensation, even if the owner has already accepted and used the award.

A lis pendens gives notice to interested parties that the property may be acquired for public use. One must be filed with the county register of deeds within 14 days of personal service or mailing of the jurisdictional offer. An owner must accept or reject the jurisdictional offer within 20 days of personal service or mailing. If accepted, title transfers to the acquiring agency and the owner must be paid within 60 days. If rejected in writing by all owners of record, the acquiring agency may make an award of compensation.

CONTESTING THE RIGHT OF CONDEMNATION

Within 40 days from the date of service or mailing of the jurisdictional offer, an owner who wants to contest the right of condemnation for any reason other than inadequacy of the amount of compensation, may commence an action in the circuit court of the county where the property is located, naming the acquiring agency as the defendant. However, if the owner has already accepted and retained any of the compensation, such an action may not be filed

AWARD OF COMPENSATION

If the owner fails to accept the jurisdictional offer within 20 days of personal service or mailing, or if all owners of record reject the offer in writing, the acquiring agency may deliver a written award of damages by certified mail or personal service. This is called the award of compensation and must include (1) a property description, (2) a description of the interest to be acquired; (3) the date of occupancy; (4) the amount of compensation (at least equal to the jurisdictional offer); and (5) a statement that the acquiring agency has complied with all jurisdictional requirements

After the acquiring agency has served the award and provided payment, it shall record the award with the county register of deeds. At the time of recording, title vests in the acquiring agency. This date is called the date of evaluation.

OCCUPANCY & WRIT OF ASSISTANCE

No person occupying real property may be required by the acquiring agency to move from a home or business without at least a 90-day written notice. If title vests with the acquiring agency before the 90-day period ends, the occupant may remain in the property rent-free for the first 30 days, beginning on the 1st or 15th day of the month after title vests with the acquiring agency. If the occupant denies the agency the right of possession at the end of the 90-day period, the agency may apply to the circuit court for a writ of assistance to be put in possession of the property upon 48-hour notice to the occupant. The court shall grant the writ of assistance if all jurisdictional requirements to condemn have been met, the award has been paid and a comparable property has been made available.

CONTESTING THE COMPENSATION AWARD

Any party having ownership interest in the acquired property has 2 years from the date of evaluation to challenge the compensation award. To challenge the award, any party of interest may apply to the judge for the circuit court where the property is located for assignment to the condemnation commission. When one party of interest appeals the award, no other party may file a separate appeal, but instead may join the existing appeal by serving notice on the condemnation commission and appellant within 10 days of receiving notice of the appeal. The jurisdictional offer or basic award may not be disclosed to the condemnation commission. Whether the commission decides that the fair market value is greater or less than the compensation award, payments should be made within 70 days after the date of filing of the award unless it is appealed to the circuit court.

Any party to the condemnation commission proceeding may appeal the award to the circuit court. The sole issues to be tried are questions of title, if any, and the amount of just compensation the acquiring agency must pay. A jury must try this appeal unless waived by both parties. The jurisdictional offer, basic award, or condemnation commission's award may not be disclosed during trial. Awarded money must be paid within 60 days of entry of judgment.


Parties with ownership interest in the acquired property may waive the appeal to the condemnation commission and appeal directly to the circuit court within 2 years of the evaluation date. This appeal takes priority over all other actions not then on trial. No other party of interest can file a separate appeal but may join the existing appeal by providing notice to all parties by certified mail or personal service within 10 days of receipt of notice of the appeal.

LITIGATION EXPENSES/COSTS

"Litigation expenses" is defined as "the sum of the costs, disbursements and expenses, including reasonable attorney, appraisal and engineering fees necessary to prepare for or participate in actual or anticipated proceeds before the condemnation commissioners, board of assessment or any court under [Chapter 32]." Wis. Stat. § 32.28(1)(b). There are several conditions under which litigation expenses may be awarded to a complainant in a just compensation matter. These conditions include but are not limited to: (1) the acquiring authority abandons the proceeding; (2) the court determines the acquiring agency does not have the right to condemn the property or there is no necessity for its taking, (3) the judgment is for the plaintiff in an action under Wis. Stat. § 32.10, etc. For a complete listing, please review Wis. Stat. § 32.28(3)(a)-(i).

This pamphlet is published by the Wisconsin Department of Administration in cooperation with the Attorney General pursuant to Wis Stat § 32.26(6). It is not to be construed as legal advice. A displacing agency must make this pamphlet available to a displaced person before initiation of negotiations for acquisition of property for a public project.

Relocation Assistance Division of Legal Services
Department of Administration
101 E. Wilson Street
Madison, WI 53703
Phone. (608) 266-2887
Email TracyM.Smith@wisconsin.gov
www.doa.wi.gov

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Pleasant View Reserve Subdivision Phase II-A, Located at W. Marquette Avenue and S. 49th Court	ITEM NO. G.15.

BACKGROUND

Pursuant to the approval of the Pleasant View Reserve subdivision, it is necessary to enter into a development agreement (SDA) for Phase II-A, at an estimated cost of unfinished improvements to the developer of \$177,640.00.

The final plat for the subdivision was approved by Common Council on August 17, 2021 (Resolution 2021-7763).

ANALYSIS

This agreement provides for the necessary public improvements required for the Pleasant View Reserve subdivision Phase II-A. Included in the agreement is the extension of public roads, storm sewer, sanitary sewer, and water main throughout the site.

The Phase II-A SDA includes public improvements to S. 49th Court and W. Marquette Avenue from S. 49th Court east to the connection near Pleasant View Elementary School.

Note that the Phase I SDA (Resolution 2021-7764) is still in effect and includes W. Marquette Avenue from S. 51st Street to S. 49th Street and S. 50th Street north of W. Marquette Avenue. Phase I also includes remaining surety for the pedestrian/bicycle path connecting S. 49th Court and Pleasant View Park that is planned to be paved later this year. The new SDA for Phase II-A does not negate responsibilities outline in earlier SDAs.

There will be a third SDA (Phase II-B) brought to Common Council later this year which will include the public improvements to S. 50th Court.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

Insurance certificates were requested and will be reviewed for conformance with current City requirements.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2023- _____ a resolution authorizing certain officials to execute a subdivision development agreement with the subdivider of Pleasant View Reserve subdivision Phase II-A, located at W. Marquette Avenue and S. 49th Court.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF
PLEASANT VIEW RESERVE SUBDIVISION PHASE II-A, LOCATED AT W.
MARQUETTE AVENUE AND S. 49TH COURT

WHEREAS, the Common Council at its regular meeting on August 17, 2021,
recommended approval of the subdivision final plat; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly
planned development of Phase II-A in the subdivision known as Pleasant View Reserve
Subdivision; and

WHEREAS, the developer of the subdivision is willing to complete the installation of
the improvements provided for in the Subdivision Development Agreement; and

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 the developer of the
subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the
Subdivision 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:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

**PLEASANT VIEW RESERVE
PHASE II-A**

January 2023

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 20____, by and between VH PVR LLC, a limited liability company, hereinafter called the "Subdivider" 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 Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2)(m) of the Wisconsin Statutes and Division 15-9 033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time, and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, on the terms and conditions set forth in 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 Subdivision 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 Subdivider 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 Subdivider 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 by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) one hundred seventy-seven thousand six hundred forty and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$177,640.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13 below, including the fourteen (14) months

following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. 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) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider 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.
- 8 The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision 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 Subdivider. The Subdivider's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision 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 Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider 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 Subdivider 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 Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider 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 Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider 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
13. The Subdivider 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. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total

Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.

14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

<p>A. General/Commercial Liability <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i></p>	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>(VH PVR, LLC \$1,000,000/\$2,000,000; DF Tomasini Contractors, Inc \$1,000,000/\$2,000,000)</i> <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>B Automobile Liability <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i></p>	<p>\$1,000,000 combined single limit <i>(VH PVR, LLC \$1,000,000; DF Tomasini Contractors, Inc \$1,000,000)</i> <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>C Contractor's Pollution Liability <i>To be provided by Developer's subcontractor, DF Tomasini Contractors, Inc.</i></p>	<p>\$1,000,000 per occurrence, \$2,000,000 aggregate <i>(DF Tomasini Contractors, Inc \$1,000,000/\$2,000,000)</i> <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability -<i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i></p>	<p>\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>(VH PVR, LLC \$10,000,000; DF Tomasini Contractors, Inc \$5,000,000)</i> <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>D. Worker's Compensation and Employers' Liability -<i>To be provided by Developer's subcontractor, DF Tomasini Contractors, Inc.</i></p>	<p>Statutory <i>(DF Tomasini Contractors, Inc)</i> <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i></p>
<p>E Professional Liability (Errors & Omissions) <i>To be provided by Developer and Developer's subcontractor, Excel Engineering, Inc.</i></p>	<p>\$2,000,000 single limit <i>(Excel Engineering, Inc , \$5,000,000)</i></p>

(b) The Subdivider 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

15. The Subdivider 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, and Subdivider has paid all of the

Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider'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 Subdivider'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. Subdivider shall not convey or assign any of its rights or obligations under this contract 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 Subdivider 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.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written

SEALED IN PRESENCE OF VH PVR LLC

By: *Chris Ehlers*
Name: Chris Ehlers
Title: Authorized Signatory

Party of the First Part

STATE OF WISCONSIN)
)ss
Dane COUNTY)

Personally came before me this 17 (day) of November, 2022, the above named Chris Ehlers of VH PVR LLC and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said limited liability company by its authority.

or
This instrument was acknowledged before me on _____ (date) by Chris Ehlers as Authorized Signatory of VH PVR LLC.

Angie Christensen
Name printed Angie Christensen
Notary Public, Dane County, WI
My commission expires: 5/1/2024

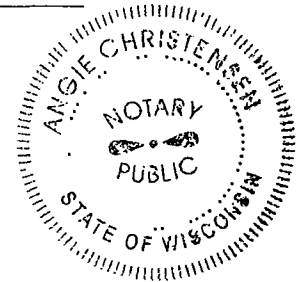
CITY OF FRANKLIN

By: _____
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Party of the Second Part



STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

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

Notary Public, Milwaukee County, WI
(_____)
My commission expires _____

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

Form approved.

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A

**LEGAL DESCRIPTION
OF SUBDIVISION**

Lots 26-40 and Outlot 2 in Pleasant View Reserve, part of Lot 2 of Certified Survey Map 9283 and part of the SW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, all being a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 5 north, range 21 east in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop the [Name of] Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement
- (N A) Denotes improvement is not required to be installed in the Subdivision
- (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 of all lots and blocks within the Subdivision in conformance with the approved grading plan | *S |
| 2 | Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and 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 | Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, 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 Subdivision and drainage area. | *S |
| 5. | Laterals and appurtenances from sanitary sewer main to each lot line, one for each lot as determined by the City. | *S |
| 6. | Water main and fittings in the streets and/or easement in the Subdivision, 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 Subdivision and service area | *S |

7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *C
14. Protective fencing adjacent to pedestrian ways, etc (N.A)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signage in such locations and such size and design as determined by the City *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-A

GENERAL SUBDIVISION REQUIREMENTS

I GENERAL

- A The Subdivider shall prepare a plat 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.
- C The entire Subdivision as proposed shall be recorded

II LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement

III. WATER SYSTEM

- A Availability
 - 1 Each and every lot in the Subdivision shall be served by a water main
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer
 - 3 Laterals shall be laid to each and every lot Size shall be approved by the City Engineer
 - 4 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 Subdivider'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 Subdivision shall be provided. 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 Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
- 3 a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.

b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV. B 3 (a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat § 66 0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A Components

Storm drainage through and within the Subdivision 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, inlets, leads, open swales, retention basins and other management facilities 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 Subdivider'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 aesthetic design of said structures shall be approved by the Architectural Board.
- 3 The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision 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 Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider 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. STREETS

A. Location

- 1 Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.

2. All streets shall be constructed with 8” of stonebase and 4” of A/C binder course prior to Subdivision certification. The 2” A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider’s contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until:

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City.

VII 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 Subdivider 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

VIII. PERMITS ISSUED

A Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Subdivision monuments have been set
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

- 1 No temporary occupancy permits shall be issued until.
 - a) Streets have been paved except for the final lift of asphalt.
 - 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 drainage facilities have been re-certified

IX DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. 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 Subdivision 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 improvement 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 Subdivider 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 Subdivider. 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 Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR PLEASANT VIEW RESERVE
PHASE II-A

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$10,000 00
Sanitary System	--
Water System	--
Storm Sewer System	--
Paving (including sidewalk)	\$16,000 00
Street Trees (15 x \$400/lot)	\$6,000 00
Street Lights () @ approximately \$5,000/ea	--
Street Signs	--
Underground Electric, Gas and Telephone	--
Storm Water Management	--
Improvement Guarantee (10% of costs)	\$100,000 00
SUBTOTAL	\$132,000 00
Engineering/Consulting Services	\$10,000 00
Municipal Services (7% of Subtotal)	\$9,240 00
Contingency Fund (20% of Subtotal)	\$26,400 00
TOTAL:	\$177,640 00

Total: one hundred seventy-seven thousand six hundred forty/100 Dollars

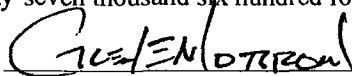
APPROVED BY  Date DECEMBER 5, 2022
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-A

ADDITIONAL SUBDIVISION REQUIREMENTS
--

- 1 The Subdivider agrees that it shall pay to the City of Franklin for ___0(zero) public street light fixtures and poles as provided by WE-Energies The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted
- 2 The Subdivider 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
- 3 The Subdivider 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
- 4 The Subdivider agrees to pay the City for street trees planted by the City on W Marquette Ave and S 49th Court at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer
7. The Subdivider 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 Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider 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 Subdivider shall maintain the erosion and siltation

control until such time that vegetation sufficient to equal pre-existing conditions has been established

9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
- 10 The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
- 11 The Subdivider 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 Subdivider and/or owners association
- 12 The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
- 13 Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

14. Construction Requirements:


- a) Prior to any construction activity on the site, Subdivider 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.
- d) All traffic shall enter the site from W Marquette Ave.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-A

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	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 17, 2023
Reports & Recommendations 	<p style="text-align: center;">A Resolution Authorizing the Installation of the Target Parking Pick-up Signs within the 20-Foot Public Watermain Easement Upon Lot 2 of the CSM No. 8000 7800 S. Lovers Lane Road Tax Key No. 794-9999-004 (TLC Sign, Applicant)</p>	ITEM NUMBER G.16.

BACKGROUND

On behalf of Target Corporation, TLC Sign have made an application to install Target Parking Pick-up Signs within the watermain easement.

Staff informed the property owner about the existing watermain easement. The owner, Target Corporation will remove the sign if needed to access the utility underground for maintenance purposes. The owner will be responsible to re-install the said signs.

ANALYSIS

Staff has reviewed the application and recommends to allow the installation of the signs within the public watermain easement. The property owner will be fully responsible for any repair and/or restoration of the public watermain easement required during installation and/or maintenance of the signs.

The resolution provides that

1. The subject signs shall not be an issue when it comes to maintaining the said utility.
2. The applicants, or their successors, shall keep the signs in good repair.
3. The applicant, or their successors, shall be responsible for replacement and/or repair of the signs should the signs need to be removed or damaged due to access, repair, or maintenance of the existing public water main 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 mortgagee 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

No Impact on Budget.

RECOMMENDATION

Resolution 2023-_____ a resolution authorizing the installation of the Target Parking Pick-up Signs within the 20-Foot Public Watermain Easement upon Lot 2 of the CSM No. 8000, 7800 S. Lovers Lane Road, Tax Key No. 794-9999-004, (TLC Sign, Applicant).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION AUTHORIZING THE INSTALLATION OF
THE TARGET PARKING PICK-UP SIGNS
WITHIN THE 20-FOOT PUBLIC WATER MAIN EASEMENT
UPON LOT 2 OF THE CSM NO. 8000
7800 S. LOVERS LANE ROAD
TKN 794-9999-004
(TLC SIGN, APPLICANT)

WHEREAS, the existing 20-foot public water main easement, document no. 09520990 with the Office of the Register of Deeds for Milwaukee County, prohibits the building of structures within the easement, described thereon; and

WHEREAS, TLC Sign having applied for the installation of the Target Parking Pick-up Signs at their property located at 7800 S. Lovers Lane Road, zoned Commercial, bearing Tax Key No. 794-9999-004, more particularly described as follows:

Lot 2 of CSM No. 8000, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the signs would encroach upon a 20-foot water main easement restriction; and

WHEREAS, the 20-foot water main easement restrictions upon the Final Plat for CSM No. 8000 and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the encroachment of the 20-foot Water Main Easement restriction only so as to allow for the subject signs' installation; and

WHEREAS, the Common Council having considered the proposed location of and type of signs to be installed upon the subject property in conjunction with existing and required landscaping on the property and potential interference with the water main operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed signs of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of TLC Sign filed on January 9, 2023, be and the same is hereby authorized and approved and that the "Public Water Main Easement" restrictions as it would otherwise apply to

such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject signs shall not be an issue when it comes to maintaining the said utility.
2. The applicants, or their successors, shall keep the signs in good repair.
3. The applicant, or their successors, shall be responsible for replacement and/or repair of the signs should the signs need to be removed or damaged due to access, repair or replacement of the existing utilities.
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 mortgagee 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 signs and that the subject signs 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, upon full execution hereof, including Exhibit A, and as applicable, Exhibit B.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2023 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2023.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen Kastenson, City Clerk


AYES _____ NOES _____ ABSENT _____

Exhibit A
Acceptance

The undersigned, Matthew Flansburg, Target Corporation applicants of the property located at 7800 S Lovers Lane Rd. Franklin, Wisconsin 53132, Tax Key No. 794-9999-004, 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 signs 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 10th day of January, 2023.

Property owner

By  _____

By _____

Certificate Of Completion

Envelope Id E558B91ACFDB42E3B2201FB39F30197B Status Completed
Subject Complete with DocuSign Exhibit A for acceptance of Target Parking Pick-up signs 2023 (002) pdf
Source Envelope
Document Pages 1 Signatures 1 Envelope Originator
Certificate Pages 1 Initials 0 Lisa Hill
AutoNav Enabled 401 Fayetteville St
Envelope Stamping Enabled Suite 600
Time Zone (UTC-05:00) Eastern Time (US & Canada) Raleigh, NC 27601
Lisa Hill@kimley horn com
IP Address 134 238 172 9

Record Tracking

Status Original Holder Lisa Hill Location DocuSign
1/10/2023 3 44 20 PM Lisa Hill@kimley-horn com

Signer Events

Matt Flansburg
matthew flansburg@target com
Security Level Email, Account Authentication (None)

Signature



Timestamp

Sent 1/10/2023 4:01 45 PM
Viewed 1/10/2023 4 33 42 PM
Signed 1/10/2023 4 33 52 PM

Signature Adoption Pre-selected Style
Using IP Address 165 225 60 216

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Table with 3 columns: Event Type, Status, and Timestamp. Rows include In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, Certified Delivery Events, Carbon Copy Events, Witness Events, Notary Events, Envelope Summary Events, and Payment Events.

Exhibit B

MORTGAGE HOLDER CONSENT

The undersigned, _____, 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 _____, 20_____, as Document No. _____ 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.

a Wisconsin Banking Corporation

Name of Wisconsin Banking Corporation typed or printed

By: _____

Print Name & Title

NONE

STATE OF WISCONSIN

COUNTY OF MILWAUKEE)

s.s.

On this, the _____ day of _____ 20_____, before me, the undersigned, personally appeared _____, the _____ of _____, 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: _____

Notary Public

State of _____

County of _____

My commission expires on: _____



Direct: 612.304.2884

Email: Daniel.A.Rivera@target.com

January 12, 2023

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

Re: Franklin, WI Target Store (T2388)

To Whom It May Concern,

Target Corporation is the owner of the property legally described below and has not subject it to the lien of any mortgage.

Property Description:

Lot 2 of Certified Survey Map No 8000 , recorded on 11 /14/07in Volume of Certified Survey Maps as Document No. 09523246 , being a Redivision of Parcel 1 of Certified Survey Map No 5762, Certified Survey Map No. 377, and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Sincerely,

Daniel A Rivera

Daniel A Rivera
Regional Real Estate Director



990 Jameson St
Neenah WI 54956
O: 920-731-4852 x407
C: 920-538-1907

01/03/2023

City of Franklin
Attn: Glen Morrow
9229 West Loomis Road
Franklin, WI 53132

Dear Mr Morrow,

I am submitting this written request to ask you to allow the Target Parking Pick Up signs to be mounted in one of the rows of parking stalls where the easement runs through the parking lot. Many Target Stores have updated their parking pick up area's with new better signs. This store is looking to do the same pending approval of this permit. Of these 24 signs only 6 of them will have both legs mounted in the easement area. Another 2 will have one leg in the easement and one leg out of the easement. These signs can be removed temporarily in the future if there is a need to access utilities under ground and then reinstalled after. They are mounted simply with some anchors thru the base plates that are only 6 1/2" long. We will use a 3' x 4' x 12" deep concrete slab below the signs to secure them to the ground.

See attached drawings with all the details of the signs as well as a sheet that references other similar things located in the easement at this time.

Feel free to reach out to me as needed in this regard

Sincerely,

Sharon Bolles

Sharon Bolles
TLC Sign
sharon@tlcsign.com
Cell: 920-538-1907



990 Jameson St
Neenah WI 54956
O: 920-731-4852 x407
C: 920-538-1907

01/03/2023

City of Franklin
Attn: Glen Morrow
9229 West Loomis Road
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See attached drawings with all the details of the signs as well as a sheet that references other similar things located in the easement at this time.

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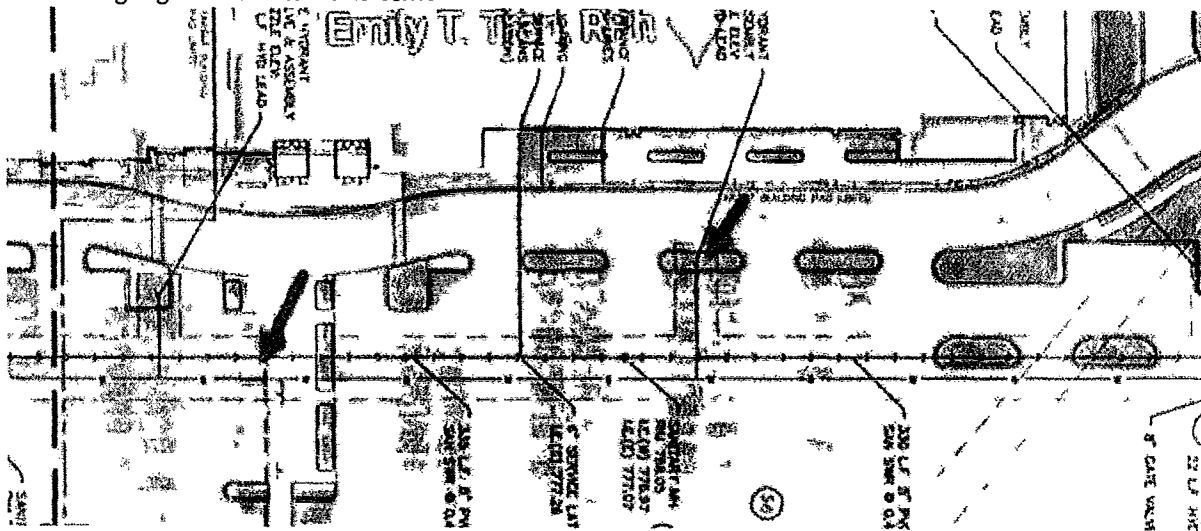
Sincerely,

Sharon Bolles
TLC Sign
sharon@tlcsign.com
Cell 920-538-1907

Additional information from Target's Planning and Design Engineering Consultant

Below are a number of examples that showcase where many standard site items are currently located within this existing easement. Site light poles, ADA signs, and cart corrals are all within this easement today. So our question is why could we not put this type of sign up in the easement when other items that are similar already exist there? We kindly request this be considered and allowed based on those circumstances. See the next three diagrams/photos showing them. Also they are not permanent structures. If a need arises in the future to access the utilities underground in this area, these signs can be removed and reinstalled after the work is done.

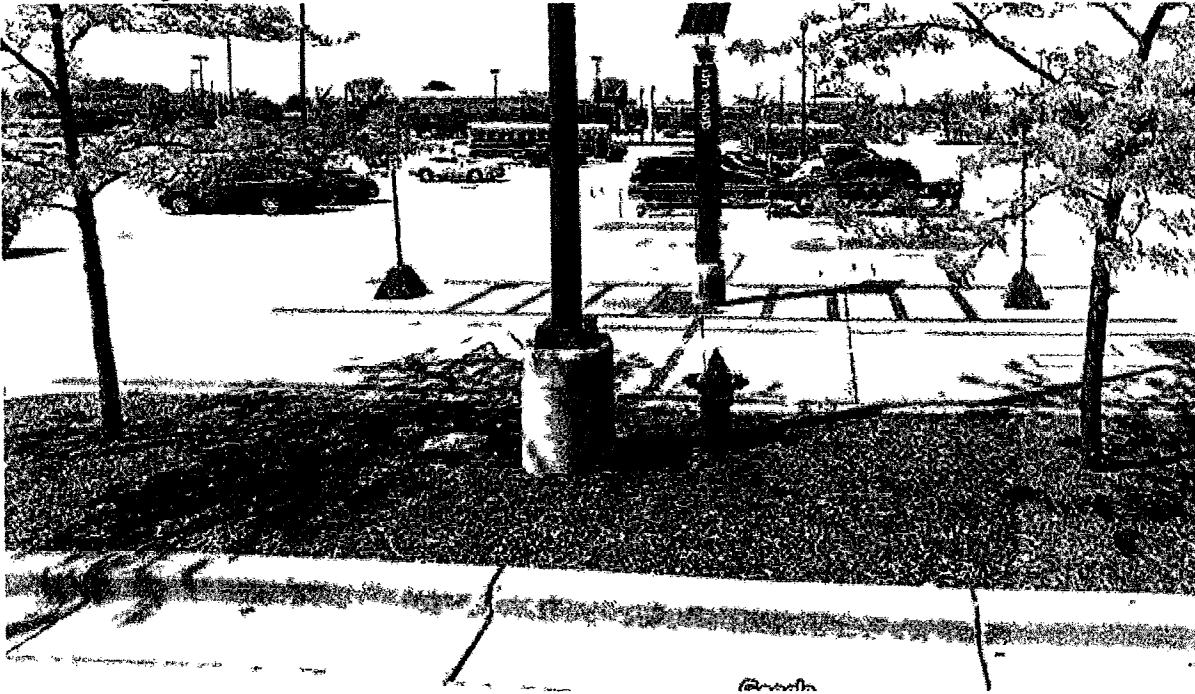
1. Aerial with overlay of water/sewer esmt. Locations where items such as site light poles and ADA signage exist within this esmt.



2. ADA Accessible signs located within the water/sewer esmt.



3. Site Light pole and cart corrals within the water esmt for the fire hydrant.





Please contact me directly with any questions in this regard as well as items #1 & #2 on the staff comments that I believe you were reviewing yet
Your attention and consideration is greatly appreciated by us and our client

Justin Becker, P.E.

Kimley-Horn | 401 B Street Suite 600, San Diego CA 92101
Direct (619)744-0169 | Mobile (858)740-0838 | Main (619)234-9411
justin.becker@kimley-horn.com

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE January 17, 2023
REPORTS AND RECOMMENDATIONS	<p>A Resolution to Amend Resolution No. 2022-7815, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow a 310,485 Square Foot “Office/Light Industrial Flex Space” to Develop a Food Processing Operation, Including the Provision of Materials Delivery, Processing, Packaging and Distribution of Food Products, with Supporting Office and Employee Welfare Facilities upon Property Located on the Eastern Half of the Parcel at the Intersection of West Oakwood Road and South 27th Street (Lot 2 of Certified Survey Map No. 9362), to Extend the Time for Commencement of the Special Use Development [Saputo Cheese USA Inc., Commercial/ Manufacturing Buildings Mixed Use Development]</p>	ITEM NUMBER 
<p>Annexed hereto is a copy of the above Resolution and a copy of a Resolution to extend the time of a Site Plan approval. Both were before the Plan Commission at its meeting on January 5, 2023; the Plan Commission adopted the Resolution to extend the time for commencement of the Site Plan Use development (which is conditioned upon the approval of a grant of time extension for the Special Use approval), and a motion to recommend approval of the Resolution to extend the time for commencement of the Special Use development. The Special Use and Site Plan are for the Saputo Cheese USA Inc., Commercial/ Manufacturing Buildings Mixed Use Development. Also annexed hereto is a map of the property being developed. The reasons for the time extensions are set forth within the Resolutions.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt A Resolution to Amend Resolution No. 2022-7815, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow a 310,485 Square Foot “Office/Light Industrial Flex Space” to Develop a Food Processing Operation, Including the Provision of Materials Delivery, Processing, Packaging and Distribution of Food Products, with Supporting Office and Employee Welfare Facilities upon Property Located on the Eastern Half of the Parcel at the Intersection of West Oakwood Road and South 27th Street (Lot 2 of Certified Survey Map No. 9362), to Extend the Time for Commencement of the Special Use Development.</p>		

Legal Services Dept.: jw

RESOLUTION NO. 2023-____

A RESOLUTION TO AMEND RESOLUTION NO. 2022-7815,
A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE TO ALLOW A 310,485
SQUARE FOOT “OFFICE/LIGHT INDUSTRIAL FLEX SPACE” TO DEVELOP
A FOOD PROCESSING OPERATION, INCLUDING THE PROVISION OF
MATERIALS DELIVERY, PROCESSING, PACKAGING AND DISTRIBUTION
OF FOOD PRODUCTS, WITH SUPPORTING OFFICE AND EMPLOYEE
WELFARE FACILITIES UPON PROPERTY LOCATED ON THE EASTERN HALF
OF THE PARCEL AT THE INTERSECTION OF WEST OAKWOOD ROAD AND
SOUTH 27TH STREET (LOT 2 OF CERTIFIED SURVEY MAP NO. 9362)
(BY SAPUTO CHEESE USA INC., APPLICANT, HSA COMMERCIAL, INC., D/B/A
HSA COMMERCIAL REAL ESTATE, PROPERTY OWNER), TO EXTEND THE TIME FOR
COMMENCEMENT OF THE SPECIAL USE DEVELOPMENT

WHEREAS, the Common Council having adopted Resolution No. 2022-7815, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow a 310,485 Square Foot “Office/Light Industrial Flex Space” to Develop a Food Processing Operation, Including the Provision of Materials Delivery, Processing, Packaging and Distribution of Food Products, with Supporting Office and Employee Welfare Facilities Upon Property Located on the Eastern Half of the Parcel at the Intersection of West Oakwood Road and South 27th Street (Lot 2 of Certified Survey Map No. 9362) (by Saputo Cheese USA Inc., Applicant, HSA Commercial, Inc., D/B/A HSA Commercial Real Estate, Property Owner), on January 18, 2022; and

WHEREAS, Resolution No. 2022-7815 provides in a FURTHER RESOLVED provision that “pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use”; and

WHEREAS, §15-9.0103G. of the Unified Development Ordinance provides “[i]n any case where a special use has not been established within one year after the date of granting thereof, then without further action by the Plan Commission or the Common Council, the special use authorization shall be null and void. The criteria for determining establishment of a special use may be set forth by the Common Council in the approving Special Use Resolution”; and §15-3.0701G. of the Unified Development Ordinance provides “[s]ubject to an extension of time granted by the Common Council, upon recommendation of the Plan Commission, no Special Use Permit shall be valid for a period longer than one year unless a Building Permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Zoning Compliance Permit is issued and a use commenced within that period”; and

WHEREAS, the subject Special Use development has received a building permit and construction has begun and is being diligently pursued to completion, during these ongoing changes to markets and economics times worldwide; and

WHEREAS, the subject Special Use development is to be upon property located at 2895 West Oakwood Road, bearing Tax Key No. 951-9994-003, more particularly described as follows:

Lot 2 of Certified Survey Map No. 9362, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 5, 2021, as Document No. 11183864, being part of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, State of Wisconsin; and

WHEREAS, the Plan Commission and the Common Council having reviewed the subject Special Use development with regard to the issuance of a building permit for it, construction having begun and being diligently pursued to completion, and these ongoing changes to markets and economics times, and the Common Council having determined it fair and reasonable to provide an extension of time for commencement of the Special Use development under such circumstances.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2022-7815, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow a 310,485 Square Foot "Office/Light Industrial Flex Space" to Develop a Food Processing Operation, Including the Provision of Materials Delivery, Processing, Packaging and Distribution of Food Products, with Supporting Office and Employee Welfare Facilities Upon Property Located on the Eastern Half of the Parcel at the Intersection of West Oakwood Road and South 27th Street (Lot 2 of Certified Survey Map No. 9362) (by Saputo Cheese USA Inc., Applicant, HSA Commercial, Inc., D/B/A HSA Commercial Real Estate, Property Owner), be and the same is hereby amended, specifically and only with regard to the fourth FURTHER RESOLVED provision stated therein, which provision is immediately prior to the FINALLY RESOLVED provision on Page 3 of the Resolution, to state as follows: "BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under Resolution No. 2022-7815 adopted on January 18, 2022, be and the same is hereby granted an extension of time for the commencement of the Special Use development, which extension of time granted hereunder shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use."

BE IT FURTHER RESOLVED, that all terms and conditions of Resolution No. 2022-7815, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2023.

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ___ NOES ___ ABSENT ___

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2022-001, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SITE PLAN FOR CONSTRUCTION OF AN APPROXIMATELY 310,485 SQUARE FOOT CONSUMER FOOD PRODUCT CONVERTING FACILITY, INCLUDING A TWO-STORY WELFARE AND OFFICE AREA SUPPORTING THE PRODUCTION FACILITY AT THE NORTHEAST PORTION OF THE FACILITY, 459 PARKING SPACES FOR CARS IN FRONT OF THE BUILDING ON WEST OAKWOOD ROAD AND SOUTH 27TH STREET, LOADING AREAS FOR TRUCKS ON THE WEST AND SOUTH FACING SIDES OF THE PROPOSED BUILDING AND STORMWATER PONDS ON THE NORTH AND SOUTH SIDES OF THE SITE FOR ONSITE STORMWATER MANAGEMENT AND VISUAL AMENITIES (THE PROPOSED STORMWATER ELEMENTS HAVE BEEN DESIGNED TO ACCOUNT FOR POTENTIAL FUTURE EXPANSION OF KEY AREAS OF THE FACILITY TO ACCOMMODATE GROWTH FOR SAPUTO) UPON PROPERTY ZONED PLANNED DEVELOPMENT DISTRICT NO. 39 (MIXED-USE BUSINESS PARK) LOCATED ON THE EASTERN HALF OF THE PARCEL AT THE INTERSECTION OF WEST OAKWOOD ROAD AND SOUTH 27TH STREET IN THE GATEWAY AREA DISTRICT OF PLANNED DEVELOPMENT DISTRICT NO. 39 (MIXED-USE BUSINESS PARK) (LOT 2 OF CERTIFIED SURVEY MAP NO. 9362, RECORDED ON NOVEMBER 5, 2021) (PART OF TAX KEY NO. 951-9994-001, OTHERWISE KNOWN AS LOT 2 OF CERTIFIED SURVEY MAP NO. 9362) (SAPUTO CHEESE USA, APPLICANT, H.S.A. COMMERCIAL REAL ESTATE, PROPERTY OWNER), TO EXTEND THE TIME FOR COMMENCEMENT OF THE SITE PLAN USE DEVELOPMENT

WHEREAS, the Plan Commission having adopted Resolution No. 2022-001, A Resolution Imposing Conditions and Restrictions for the Approval of a Site Plan for Construction of an Approximately 310,485 Square Foot Consumer Food Product Converting Facility, Including a Two Story Welfare and Office Area Supporting the Production Facility at the Northeast Portion of the Facility, 459 Parking Spaces for Cars in Front of the Building On West Oakwood Road and South 27th Street, Loading Areas for Trucks on the West and South Facing Sides of the Proposed Building and Stormwater Ponds on the North and South Sides of the Site for Onsite Stormwater Management and Visual Amenities (the Proposed Stormwater Elements have been Designed to Account for Potential Future Expansion of Key Areas of the Facility to Accommodate Growth for Saputo) Upon Property Zoned Planned Development District No. 39 (Mixed-Use Business Park) Located on the Eastern Half of the Parcel at the Intersection of West Oakwood Road and South 27th Street in The Gateway Area District of Planned Development District No. 39 (Mixed-Use Business Park) (Lot 2 of Certified Survey Map No. 9362, Recorded on November 5, 2021) (Part of Tax Key No. 951-

AMEND SAPUTO CHEESE USA INC. - SITE PLAN
RESOLUTION NO. 2022-001
RESOLUTION NO. 2023- _____

Page 2

9994-001, Otherwise Known as Lot 2 of Certified Survey Map No. 9362) (Saputo Cheese USA, Applicant, H.S.A. Commercial Real Estate, Property Owner), on January 6, 2022; and

WHEREAS, Resolution No. 2022-001 provides at condition No. 4. “[t]hat the Saputo Cheese USA consumer food product converting facility, including a two-story employee welfare and office area shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin”; and

WHEREAS, §15-7.0106 of the Unified Development Ordinance provides “[e]xcept in the case of approved PDD Planned Development Districts, no site plan approval shall be valid for a period longer than one year unless a Building Permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Zoning Compliance Permit, Special Use Permit, or Occupancy Permit is issued and a use commences within that period”; and

WHEREAS, noting that Resolution No. 2022-001 requires the subject Saputo Cheese USA consumer food product converting facility, including a two-story employee welfare and office area be developed and constructed pursuant to such Site Plan within one year, nonetheless, the Site Plan development has received a building permit and construction has begun and is being diligently pursued to completion, in conformity with §15-7.0106 of the Unified Development Ordinance, during these ongoing changes to markets and economics times worldwide; and

WHEREAS, the Plan Commission having reviewed the subject Site Plan development with regard to the facts that the Site Plan development has received a building permit and construction has begun and is being diligently pursued to completion, during these ongoing changes to markets and economics times, and the Plan Commission having determined it fair and reasonable to provide an extension of time for commencement of the Site Plan Use development under such circumstances.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that Resolution No. 2022-001, A Resolution Imposing Conditions and Restrictions for the Approval of a Site Plan for Construction of an Approximately 310,485 Square Foot Consumer Food Product Converting Facility, Including a Two Story Welfare and Office Area Supporting the Production Facility at the Northeast Portion of the Facility, 459 Parking Spaces for Cars in Front of the Building On West Oakwood Road and South 27th Street, Loading Areas for Trucks on the West and South Facing Sides of the Proposed Building and Stormwater Ponds on the North and South Sides of the Site for Onsite

AMEND SAPUTO CHEESE USA INC. – SITE PLAN

RESOLUTION NO. 2022-001

RESOLUTION NO. 2023-_____

Page 3

Stormwater Management and Visual Amenities (the Proposed Stormwater Elements have been Designed to Account for Potential Future Expansion of Key Areas of the Facility to Accommodate Growth for Saputo) Upon Property Zoned Planned Development District No. 39 (Mixed-Use Business Park) Located on the Eastern Half of the Parcel at the Intersection of West Oakwood Road and South 27th Street in The Gateway Area District of Planned Development District No. 39 (Mixed-Use Business Park) (Lot 2 of Certified Survey Map No. 9362, Recorded on November 5, 2021) (Part of Tax Key No. 951-9994-001, Otherwise Known as Lot 2 of Certified Survey Map No. 9362) (Saputo Cheese USA, Applicant, H.S.A. Commercial Real Estate, Property Owner, be and the same is hereby amended as to condition No. 4 to read as follows: “That the Saputo Cheese USA consumer food product converting facility, including a two-story employee welfare and office area Site Plan approval granted under Resolution No. 2022-001 adopted on January 6, 2022, be and the same is hereby granted an extension of time for the Site Plan Use development, which extension of time granted hereunder shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Saputo Cheese USA consumer food product converting facility, including a two-story employee welfare and office area is developed and constructed pursuant to the Site Plan.

BE IT FURTHER RESOLVED, the Site Plan Use development time extension granted hereunder is conditioned upon the approval of a grant of time extension for the Special Use approval for the subject development having been granted by the Common Council pursuant to Resolution No. 2022-7815 on January 18, 2022, by the Common Council.

BE IT FINALLY RESOLVED, that all terms and conditions of Resolution No. 2022-001, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2023.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2023.

APPROVED:

Stephen R. Olson, Chairman

AMEND SAPUTO CHEESE USA INC. – SITE PLAN
RESOLUTION NO. 2022-001
RESOLUTION NO. 2023-_____

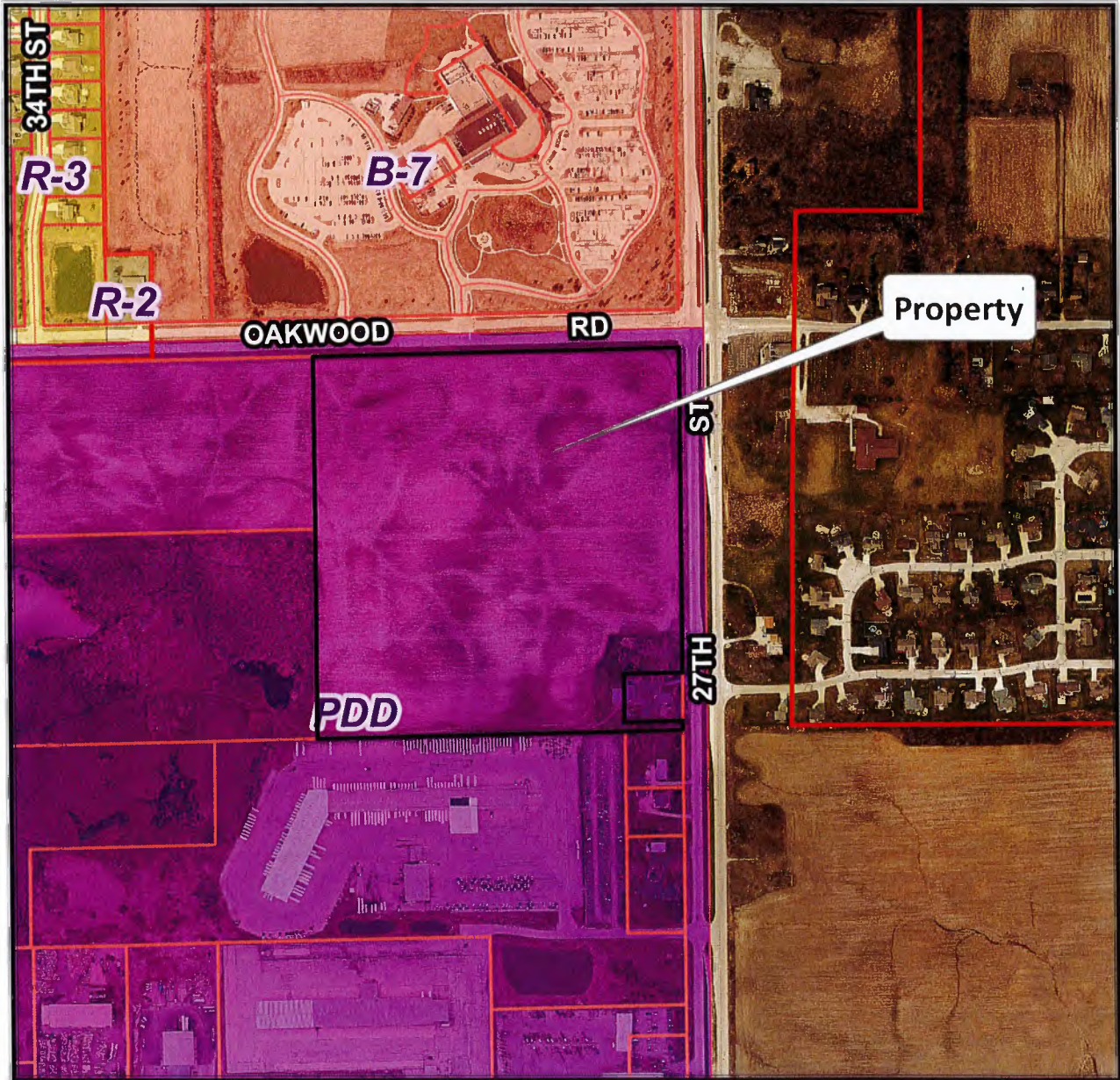
Page 3

ATTEST:

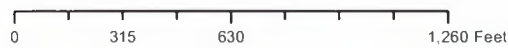
Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

2895 W. Oakwood Road & 10383 S. 27th Street
 TKN: 951 9994 003

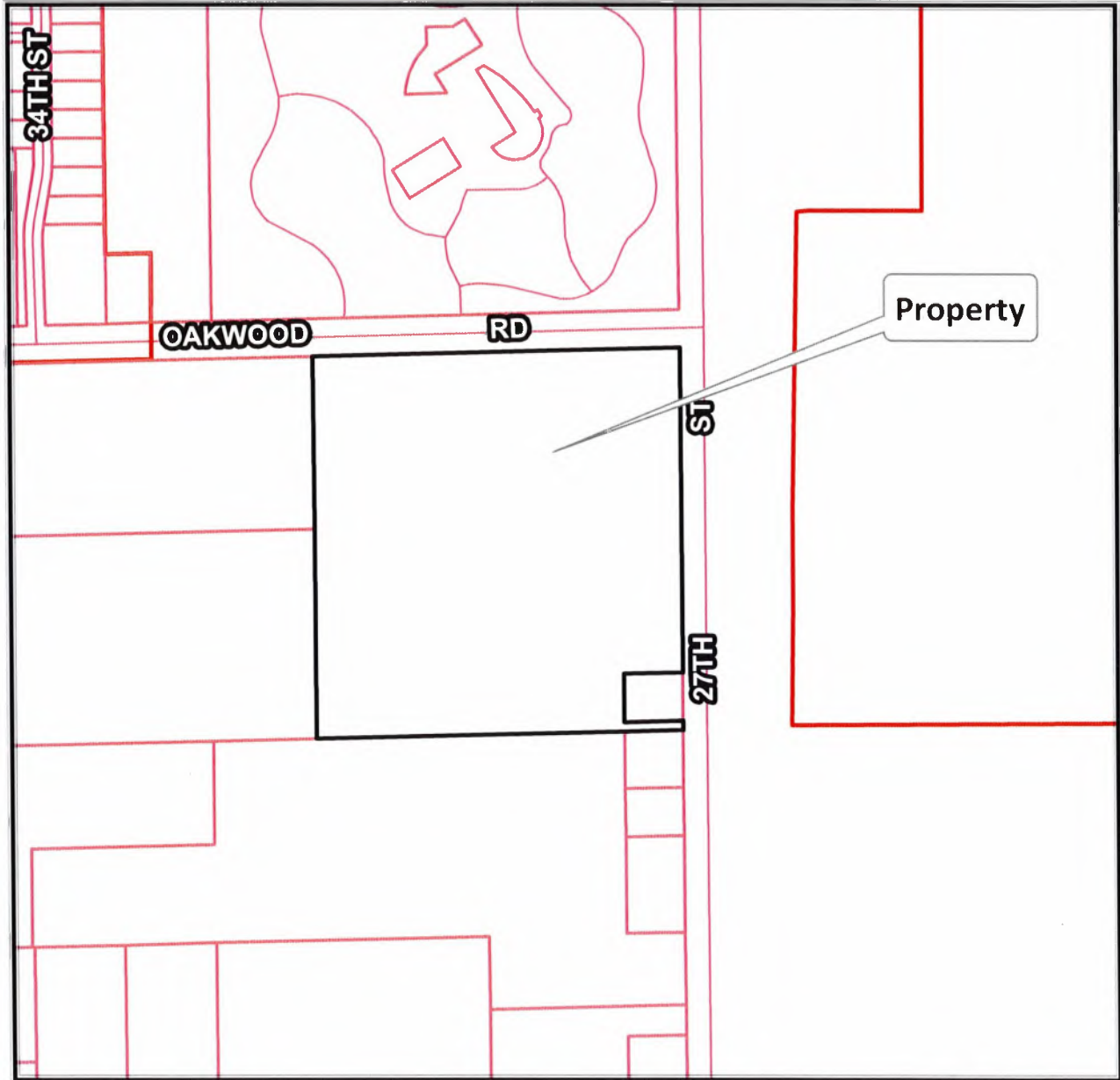


Planning Department
 (414) 425-4024

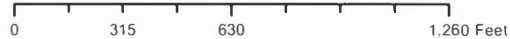


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

2895 W. Oakwood Road & 10383 S. 27th Street
TKN: 951 9994 003




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.



APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE January 17, 2023
REPORTS & RECOMMENDATIONS	A Resolution to Authorize Amendment 7, to Task Order 5 to Ruekert & Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project for a professional fee of \$49,795	ITEM NUMBER G.18.

BACKGROUND

Ruekert & Mielke (R&M) has been assisting the City with the development of the Franklin Corporate Park in the vicinity of S. 27th Street, W. Oakwood Road, W. South County Line Road, and the Root River. Tax Increment District (TID) No. 8 has been created for this same area.

The majority of the design of Elm Road was performed under TID No. 4 but the design was not completed nor constructed as S. Hickory Street connecting W. Elm Road to W. Oakwood Road became the priority project. The Elm Road design efforts included a stormwater management pond in an “unusable portion” of the Wendt property (TKN 950-9997-002), now developed by Wangard Partners, Inc. The “unusable portion” became usable when the decision to move the American Transmission Company (ATC) power lines were made. Staff discussed alternative locations with Milwaukee County Parks staff on Milwaukee County owned land (TKN 950-9998-001) and learned that there was no interest in an easement as was done for a stormwater management pond constructed in 2007 for the construction of W. Oakwood Road Reconstruction project at no cost to the City (See council action sheet for Item F.1.C dated April 2, 2007). Staff was told that the County’s preference would be a 2 for 1 swap of similar or better parkland. Since then, Staff has considered options of suitable land for trade, such as an Outlot created by JHB Properties (TKN 979-9008-000), or purchasing other buildable lots in the area (such as TKNs 979-9005-000 and 978-9996-011).

More recently, on May 17, 2022, Common Council adopted Resolution No. 2022-7863, that directed 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. A letter to County Executive David Crowley was sent on August 23, 2022 with a request for the County to donate a 10-acre easement for this purpose since it would support the Franklin Corporate Park that would generate an estimated \$587,000 revenue annually to the County.

Milwaukee County Supervisor Steve Taylor appeared before the Common Council on January 3, 2023 to discuss the issue. The January 3 discussion involved an alternative option of an underground storage system that would utilize Milwaukee Metropolitan Sewerage District (MMSD) Green Funding to offset the net cost to the TID. The resulting motion was to direct Staff to bring forward a proposal for engineering services and return at the nearest available opportunity with an analysis. This amendment to the Ruekert Mielke task order provides this analysis.

ANALYSIS

R&M is best suited to provide this analysis as they have much of the background information related to the entire Franklin Corporate Park, specifically the design of W. Elm Road, W. Hickory Street, and previous alternative stormwater management options for the stormwater management facility on the County land. All should note that many of the assumptions (not all)

from the previous efforts have changed and the intimate knowledge of how the assumptions have changed through the public and private projects in the area are invaluable.

The enclosed task order includes efforts to update and review all previous hydrologic calculations that are now outdated. In addition, the efforts will include a feasibility analysis and preliminary design of a buried chamber system.

The buried chamber system is a method of underground detention allowing storage within a permeable dog-house shape structure and allowing for additional storage and infiltration in the surrounding gravel envelope.



This system would be placed within the W. Elm Road right-of-way and generally beneath the road pavement. As the right-of-way is existing and full of other utilities, there will be many complications that need evaluation to determine if this buried chamber system is constructible.

The feasibility will consider the entire cost of this system, the offsetting credits from MMSD green funding, and alternative option of purchasing an easement from Milwaukee County.

OPTIONS

Accept or Reject Resolution authorizing Ruekert & Mielke to provide this feasibility analysis.

FISCAL NOTE

This analysis was not specifically considered in the TID 8 budget. However, it is eligible for TID 8 spending as Elm Road is identified as a project. The entire budget for Elm Road will be revised/updated upon the completion of this analysis. The GL number would be 40-0321-5216.3313. Note that TID 8 has not started collecting revenue but projects like this are needed to facilitate development that creates the revenue.

COUNCIL ACTION REQUESTED

Authorize Resolution 2023-_____ a resolution to authorize Amendment 7, to Task Order 5 to Ruekert & Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project for a professional fee of \$49,795.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022- _____

RESOLUTION TO AUTHORIZE AMENDMENT 6, TO TASK ORDER 5 TO
RUEKERT & MIELKE, INC. FOR SERVICES DURING CONSTRUCTION OF
S. HICKORY STREET FOR \$444,550

WHEREAS, Franklin is developing a Franklin Corporate Park in the southeast corner of the City known as Tax Increment District 8 (TID8) through resolution 2020-7620; and

WHEREAS, Ruekert & Mielke is performing several professional services for TID8, including, but not limited to improvements of W. Elm Road and S. Hickory Street; and

WHEREAS, a construction contract has been awarded for the construction of S. Hickory Street and median improvements in W. Oakwood Road; and

WHEREAS, Ruekert & Mielke is most qualified to provide management and inspections type services during construction; and

WHEREAS, task order 5 of the Ruekert & Mielke agreement needs modification because of scope changes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Ruekert & Mielke be authorized to perform Amendment 6, to Task Order 5 for services during construction of S. Hickory Street for \$444,550.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Amendment 7 To Task Order No. 5 - consisting of 6 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a. Effective Date of Task Order 5: June 5, 2018
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

- a. Engineer shall perform the following Additional Services for the design of the storm water management facilities to serve the reconstruction of W. Elm Road from S. 27th Street to S. Hickory Street and environs:

Feasibility analysis and preliminary design of underground storm water management facilities within the existing right-of-way of W. Elm Road.

- Request Utility Locates.
- Survey New Utility Locates.
- Update Existing Design Drawings with New Utility Survey Data.
- Coordination with City Staff.
- Coordination with ADS Buried Chamber Supplier/Manufacturer.
- Update Base Drawing of Existing Conditions.
- Update Base Drawing of Developed Conditions.
- Review Updated Drainage Patterns and Update Tributary Areas.
- Review/Confirm Discharge Outlet Location(s).
- Update Tributary Basin Boundary Exhibit.
- Review and Update Calculated Offsite Drainage Flows.
- Review and Update Tributary Hydrologic Runoff Calculations.
- Analyze Feasibility of Adding Structural BMPs to Reduce Sediment Loading.
- Prepare Preliminary Layout for Stormwater Management Facilities.
- Prepare Hydraulic Modeling of Stormwater Management Facilities.
- Model Storm Sewer Systems and Develop Preliminary Pipe Sizing.
- Prepare Conceptual Storm Sewer Layouts to Serve Tributary Areas.
- Prepare Conceptual Storm Sewer Layouts to Serve Offsite Bypass Areas.
- Review Existing Utility and Street Designs and Identify Possible Revisions.
- Coordinate New Designs with Utilities.
- Prepare Preliminary Cost Estimate - Storm Water Management Facilities.
- Prepare Preliminary Cost Estimate - Tributary Storm Sewer System.
- Prepare Preliminary Cost Estimate - Offsite Bypass Storm Sewer System.

Amendment to Task Order

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- Prepare Preliminary Cost Estimate - Potential Impacts to Existing Designs.
 - Comparative Cost Analysis to Basin on Milwaukee County Parks Parcel Design.
 - Identify Estimated Green Infrastructure Cost for MMSD Reimbursement.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
- No modifications are anticipated.
- c. Services specifically excluded from this amendment because they are already completed or determined to be unnecessary for the scope of this amendment are as follows:
- Preparation of easement or acquisition documents.
 - Meetings or negotiations with property owners.
 - Wetland delineations and evaluations.
 - Detailed design phase services.
 - Bidding phase services.
 - Permit and approval applications.
 - Project scheduling.
 - Coordination with WisDOT.
 - Attendance at public meetings.
 - Storm Water Management Plan.
 - Additional geotechnical investigations.
 - Environmental impact mitigation plans.
 - Construction phase services.
- d. The responsibilities of Owner with respect to the Task Order are modified as follows:
- Acquire real property outside of public rights-of-way to serve W. Elm Road and environs if necessary.
 - Expedite City review and approval processes.
 - Provide Project Manager to coordinate Owner's activities.
 - Provide legal services as required for Project.
 - Attend Project meetings.
 - Coordinate with Owner's Financial Advisors.
- e. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
- Ruekert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
 - Basic Services: \$49,795.00
 - The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.
- f. The schedule for rendering services under this Task Order is modified as follows:
- Feasibility analysis services will commence upon authorization. The completion date is anticipated to be within 3 months of authorization to begin the Work.

Amendment to Task Order

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3. Other Modifications to Agreement and Exhibits:

- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
 - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2023.
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2023.

4. Attachments:

- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2023
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2023.

5. Consultants retained as of the Effective Date of the Task Order:

- None.

6. Task Order 5 Summary (Reference Only)

a.	Original Task Order amount:	\$ 1,201,850.00
b.	Net change for prior amendments:	\$ 808,114.00
c.	This amendment amount:	\$ 49,795.00
d.	Adjusted Task Order amount:	\$ 2,059,759.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Amendment to Task Order

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and American Society of Civil Engineers. All rights reserved.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 17, 2023.

OWNER:

By: _____

Name: Stephen R. Olson

Title: Mayor

Date
Signed: _____

By: _____

Name: Karen L. Kastenson

Title: City Clerk

Date
Signed: _____

By: _____

Name: _____

Title: Director of Finance and Treasurer

Date
Signed: _____

APPROVED AS TO FORM:

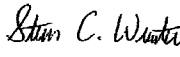
By: _____

Name: Jesse A. Wesolowski

Title: City Attorney

Date
Signed: _____

ENGINEER:

By:  Digitally signed by Steven C Wurster
Date 2023.01.09 08:05:04 -06'00'

Name: Steven C. Wurster, P.E. (WI, IL)

Title: Vice President/COO

Date
Signed: January 9, 2023

Amendment to Task Order

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Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2023

MISCELLANEOUS

Mileage

For Engineers and Technicians	71/mile
For Construction Review Technicians	75/mile
For Survey Crews	92/mile

Print Productions	50/sq foot
Color copies	50/page
B&W copies	20/page
Color plots	2 50/sq foot
Scanning	60/scan
GPS equipment	140 00/day
ATV fee	135 00/day
Robotics equipment	140 00/day
Drone (MAVIC)	200 00/day
Drone (P4RTK) / Survey	500 00/day

01/07/23

~ Franklin City 58 10013 Franklin Corporate Park > 310 Construction - South Hickory Pavement > Agreement > Amendment 7 to Task Order No 5 > Appendices 1 and 2 to Exhibit C 2023 Rate Schedules doc~

Appendix 2 to Exhibit C – Standard Hourly Rates Schedule – 2023

STANDARD HOURLY RATES

ENGINEERING SERVICES

Engineer 1	\$ 122 00
Engineer 2	142 00
Engineer 3	151 00
Engineer 4 (Project Engineer)	173 00
Engineer 5 (PM)	183 00
Engineer 6 (Senior PM)	200 00
Engineer 7 (Team Leader)	220 00
Engineer 8 (President/VP's)	226 00
Engineer 9 (Company CEO)	285 00
Engineer Technician 1	115 00
Engineer Technician 2	126 00
Engineer Technician 3	140 00
Senior Engineer Technician	165 00

PROFESSIONAL CONSULTING SERVICES

Hydraulic Modeler	154 00
Senior Hydraulic Modeler	202 00
Environmental Scientist 3	141 00
Environmental Scientist 4	149 00
Environmental Scientist 5	160 00
Principal Environmental Professional	200 00
Economic Consultant 2	160 00
Economic Consultant 3	170 00
Senior Economic Consultant	222 00
IT/GIS Analyst 1	141 00
IT/GIS Analyst 2	159 00
IT/GIS Analyst 3	174 00
IT/GIS Analyst 4	192 00
Asset Management Consultant	209 00
SCADA Analyst	191 00
Senior SCADA Analyst	207 00

SURVEYING SERVICES

Surveying Technician	\$ 105 00
Crew Chief/Surveyor	145 00
Professional Surveyor	160 00

STANDARD HOURLY RATES

CONSTRUCTION REVIEW SERVICES


Construction Review Technician 1	\$ 88 00
Construction Review Technician 2	105 00
Senior Construction Review Technician	121 00
Erosion Control Specialist	121 00
Construction Review Manager	152 00

Note Overtime rates will be 120% of standard rate for construction review services

ADMINISTRATIVE SERVICES

Administrative Assistant	89 00
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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	An Ordinance to Amend the Municipal Code Section 222-3.B. "Fees" To Remove Conflicting Fee for Driveways	ITEM NO. G.19.

BACKGROUND

The City of Franklin Municipal Code Section 222-3 "Driveways", Subsection B. states as follows:
Fees. Before any work is started, the contractor shall pay to the City Treasurer permit and inspection fees of \$5.

Item 31 of Table 1 "Schedule of Fee Permits" in Chapter 92, Building Construction of the Municipal Code provides a \$85 permit fee for driveways. The fee provided in Chapter 92 is what is currently being used to process permits.

The redundant permit fee was noted by Staff when researching another matter.

ANALYSIS

The City of Franklin has a fee schedule that is followed for all permit purchases. All fees and purchase requirements are currently in the Municipal Code Chapter 92 and the Inspection Services Fee Schedule that is linked on the City website. The conflicting \$5 fee referenced in Section 222-3.B. is outdated and should be omitted.

Note that contractors are not always the applicant so it is proposed that the word "contractor" be more correctly described as "applicant."

Staff recommends that Section 222-3.B. be amended as follows:

Fees. Before any work is started, the ~~contractor~~ applicant shall pay to the City Treasurer permit and inspection fees ~~of \$5. provided in Chapter 92.~~

OPTIONS

Remove fee for driveways in either Section 222-3B or in Section 92- Table 1.

FISCAL NOTE

No fiscal impact. The fee for a driveway permit follows what is provided in Chapter 92. The current fee for a driveway permit of \$92 (\$85 driveway permit + \$7 technology fee) will remain unchanged.

RECOMMENDATION

Motion to adopt Ordinance 2023-_____, An ordinance to amend the Municipal Code Section 222-3.B. "Fees".

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 222-3.B. "FEES"
TO REMOVE CONFLICTING FEE FOR DRIVEWAYS

WHEREAS, the permit fee referenced in Municipal Code Section 222-3.B. is conflicting to fees that are provided in Municipal Code Chapter 92; and

WHEREAS, Chapter 92 provides a permit fee schedule which includes driveway permits; and

WHEREAS, the fee schedule provided in Chapter 92 is currently used to process driveway permits.

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

SECTION 1: §222-3.B. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows (additions double underlined, deletions in strikethrough):

Fees. Before any work is started, the ~~contractor~~ applicant shall pay to the City Treasurer permit and inspection fees ~~of \$5- provided in Chapter 92.~~

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances or parts of ordinances in contravention to this Ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2023, by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2023.

APPROVED:


Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 17, 2023
Reports & Recommendations	An Ordinance To Amend The Municipal Code Section 245-3. B. Stops Required to Add Two Stop Signs on Eastbound and Westbound Legs of W. Hilltop Lane at the intersection of S. 42nd Street	ITEM NO. G. 20.

BACKGROUND

On January 10, 2023, the Board of Public Works discussed and considered speed limits and stop signs on W. Hilltop Lane from S. 44th Street to W. Thorncrest Drive. An engineering report dated January 5, 2023 was presented and is enclosed herein.

ANALYSIS

The Board of Public Works considered the issues and passed a motion 3-2 to recommend to common council that the intersection of W. Hilltop Lane and S. 42nd Street be changed to a 3-way stop intersection.

OPTIONS

Approve or Deny.

FISCAL NOTE

No significant financial impact to the City.

RECOMMENDATION

Authorize Ordinance 2023-_____, an ordinance to amend the Municipal Code section 245-3 B Stops Required to add 2 stop signs on eastbound and westbound legs of W. Hilltop Lane at the intersection of S. 42nd Street.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-3. B. STOPS REQUIRED TO ADD TWO STOP SIGNS ON EASTBOUND AND WESTBOUND LEGS OF W. HILLTOP LANE AT THE INTERSECTION OF S. 42ND STREET

WHEREAS, Franklin Residents requested that the Board of Public Works consider various traffic issues on W. Hilltop Lane from S. 44th Street to W. Thorncrest Drive; and

WHEREAS, the Board of Public Works discussed this matter at the January 10, 2023 meeting in great detail with input from the Police Chief, the City Engineer, the Street Superintendent, and the Alderwoman of the District and made a motion of recommendation to the Common Council that the intersection of W. Hilltop Lane and S. 42nd Street be changed to a 3-way stop intersection.

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

SECTION I. Section 245-3.B. of the Municipal Code is amended to add 2 locations for stop signs as follows (additions double underlined, deletions in strikethrough):

Stops required. Vehicles are required to stop at the following locations:

Location	Direction of Travel	Required Stop
S. 42 nd Street and W. Hilltop Lane	South <u>Any Direction</u>	S. 42 nd Street and W. <u>Hilltop Lane</u>

SECTION III. This Ordinance shall become effective upon its passage and publication as required by law.

SECTION IV. All Ordinances or parts of Ordinances in contravention to this Ordinance are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2023, by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2023.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

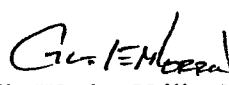
Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

DATE: January 5, 2023

TO: Board of Public Works

COPY: Alderwoman Shari Hanneman
Kevin Schlueter, Street Superintendent
Tyler Beinlich, Assistant City Engineer

FROM: Glen E. Morrow, PE- City Engineer, Director of Public Works, Utility Manager 

SUBJECT: W. Hilltop Lane (S. 44th Street to W. Thorncrest Drive) Evaluations



As requested by the Board of Public Works (BOPW) on November 8, 2022, the Franklin Engineering Staff has completed some evaluations for the referenced road, intersections, and curve locations.

EXISTING CONDITIONS

- Existing speed limit is 25 mph
- Existing curve radius – approximately 300 feet
- Existing cross slope – not verified, but assumed to be between 1-3% (normal crown)
- Existing grade leading into curve – approximately 2.1%
- Pavement surface width (flange to flange) – 36 feet
- AADT assumption (from WISLR) - 150

WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT)

W. Hilltop Lane and all adjacent streets in this neighborhood are considered low-volume local streets. WisDOT does not have specific guidance for urban low-volume local streets

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

Per the AASHTO Green Book- 2011 edition (Policy on Geometric Design of Highways and Streets), Table 3-13b. provides the minimum radii and super elevation for low-speed urban streets:

- For normal crown, design speed 25 mph = 198 feet min. radius
- For normal crown, design speed 30 mph = 333 feet min. radius
- For 1.5% super, design speed 25 mph = 194 feet min. radius
- For 1.5% super, design speed 30 mph = 324 min. radius
- For 3% super, design speed 25 mph = 208 feet min. radius
- For 3% super, design speed 30 mph = 353 feet min. radius

The current configuration of W. Hilltop Lane is not constructed as a super-elevation. Note that super elevation is not recommended as this would encourage speeding around the curve since it would be easier to navigate.

Based on AASHTO guidance for urban low-volume local streets the existing radius is appropriate for 25 mph design speed.

SPEED STUDY

There are people that drive carelessly at excessive speeds. However, the concept of establishing speed limits is based on the nationally accepted principle that the majority of drivers are cautious, prudent and drive at speeds that are reasonable and proper, regardless of the posted speed limit. That is why the 85th percentile is calculated in speed studies and is often the basis for modifying a posted speed limit.

The Franklin Police Department conducted a speed study (attached) in the vicinity of 4236 W. Hilltop Lane from December 12, 2022 to January 4, 2023. The 85th percentile numbers are shown on the graphs and are generally above the posted speed limit. Staff is not recommending that the speed limit be adjusted upwards, but the 85th percentile speeds do not warrant lowering the speed limit.

CRASH HISTORY

The Franklin Police Department found five accidents for this neighborhood dating back to 2017. DPW looked at historic records and although four of the five dates might hint at winter weather conditions, only one date may have been affected by snow, but it was two days after a 0.7" snowfall. Therefore, one could conclude that winter weather conditions were not involved. The accidents are as follows:

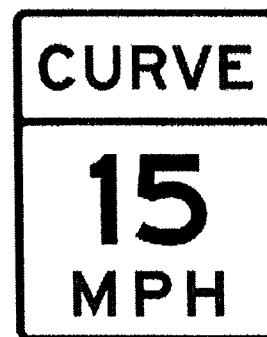
- 2/16/2017- Vehicle drove into the wooded area of the front yard of 9310 S. 46th Street. Note that this location is about a block south of W. Hilltop Lane and should not be considered in the W. Hilltop Lane area of concern.
- 9/16/2018- Hit and run. Resident reported a damaged mailbox. Appears a vehicle clipped the mailbox as a tire track was found on the edge of the lawn. Note that this location is about five blocks south of W. Hilltop Lane and should not be considered in the W. Hilltop Lane area of concern.
- 11/30/2018- Hit and run. Resident reported that her vehicle was struck from behind while parked at 9356 S. 43rd Street. Note that this location is also about five blocks south of W. Hilltop Lane and should not be considered in the W. Hilltop Lane area of concern.
- 4/7/2019- Hit and run. Resident reported a fire hydrant laying on the lawn at S. 42nd Street and W. Thorncrest Drive. Reportedly someone backed up in the fire hydrant. Note that this is two blocks removed south of W. Hilltop Lane and should not be considered in the W. Hilltop Lane area of concern.
- 11/28/2020- A fire hydrant on the northwest corner of W. Thorncrest Drive and W. Thorncrest Court was struck. Note that this is three blocks removed from W. Hilltop Lane and should not be considered in the W. Hilltop Lane area of concern.

It does appear that there are issues with cars staying on the road in this neighborhood. None of the crash reports reference speed as a factor, but that is a possibility for all except where someone reportedly backed into a hydrant. Distracted driving is also a candidate for explanation of the number of incidents.

Regardless, none of the incidents are within the W. Hilltop Lane / S. 41st Street corridor of concern.

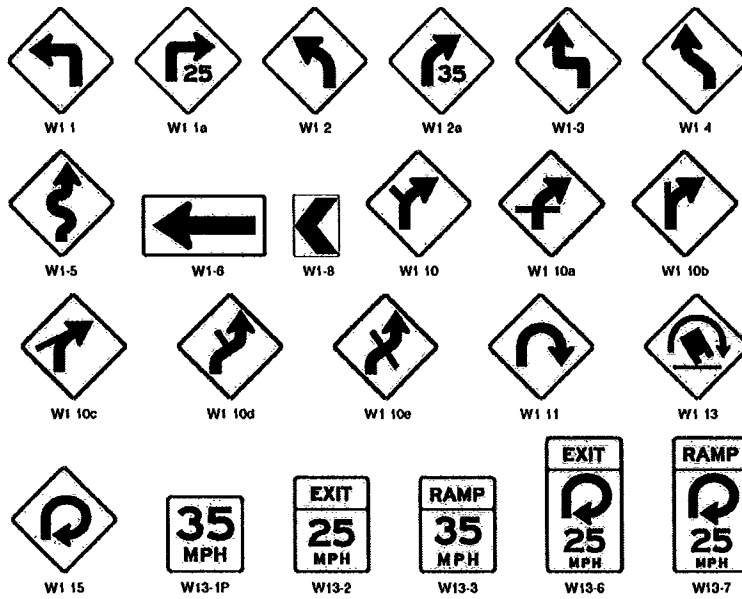
WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SIGNAGE¹

During the November BOPW meeting, it was noted that a 2011 street viewer showed a non-regulatory rectangular sign that was yellow with "CURVE" and "15 MPH". Section 5C.02 of the MUTCD discusses Horizontal Alignment Signs (W1-1 through W1-8) and the rectangular curve signs are not in the MUTCD, although it is similar to rectangular exit (W13-2) and ramp (W13-3) signs found in Section 2C.06.



¹ Wisconsin Department of Transportation Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD)
(wisconsin.dot.gov)

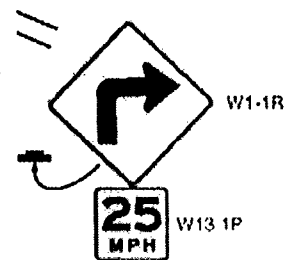
Figure 2C-1. Horizontal Alignment Signs and Plaques



Note: Turn arrows and reverse turn arrows may be substituted for the curve arrows and reverse curve arrows on the W1 10 series signs where appropriate.

Section 2C.06 states that *Horizontal Alignment Warning signs may also be used on other roadways or on arterial and collector roadways with less than 1,000 AADT based on engineering judgment*. And the Wisconsin MUTCD Guidance states that: *If less than 1000 ADT, the Advisory Speed Sign (W13-1P) should be used with the appropriate curve or turn warning sign when the posted speed varies from the curve or turn speed by 10 mph or more*. The curve is posted with appropriate W1-2 signs and as noted elsewhere, the curve does not warrant a reduction in speed.

However, upon further review of the MUTCD, Staff noted Section 2C.07 where "A Turn (W1-1) sign shall be used instead of a Curve sign in advance of curves that have advisory speeds of 30 mph or less. If less than 1000 ADT, the Advisory Speed sign (W13-1P) should be used with the Curve or Turn sign on curves or turns." therefore, Staff will consider changing the signage as shown to the right.



INTERSECTION COUNTS

Staff conducted three intersection counts on three consecutive week-day afternoons. The times of concern were reportedly in the afternoon (after school) so counts were collected from 2:30 pm to 4:08 pm on a Monday, Tuesday, and Wednesday (November 14-16, 2022) for three intersections in this corridor:

<u>Date</u>	<u>Intersection Leg</u>	<u>Count</u>	<u>%</u>
Monday, November 14, 2022	Hilltop/44th		
	Hilltop E Bound	60	51%
	Hilltop W Bound	42	36%
	44th N Bound	15	13%
Tuesday, November 15, 2022	Hilltop/42nd		
	Hilltop E Bound	38	54%
	Hilltop W Bound	18	26%
	42nd S Bound	14	20%
Wednesday, November 16, 2022	Thorncrest / 41st		
	41st N Bound	35	30%
	41st S Bound	36	31%
	Thorncrest E Bound	7	6%

A perfect warrant would indicate that each of the three legs would be 33% of the intersection. The intersection of Hilltop and S. 42nd is the intersection that comes nearest to a perfect warrant where the distribution of traffic is 54%, 26%, and 20%.

STOP SIGN WARRANT

In 1999, the Franklin Board of Public Works adopted the attached guidance on the warrant of a new stop sign. Considering the above analysis:

1. Equal volumes- the intersection of W. Hilltop Drive and S. 42nd Street is the intersection that is closest to meeting this warrant.
2. Restricted views and serious accidents- there is no history of accidents along this corridor.
3. Stops for lesser traveled roads- that is the current situation where S. 44th Street, S. 42nd Street, W. Martinton Drive, and W. Thorncrest Drive must stop while the busier W. Hilltop Lane and S. 42nd Street do not.
4. Times of high peak volume. Although there are peak times, the counts cannot warrant an assigned police officer with given resources.

CONCLUSION AND RECOMMENDATION

Speed:

Engineering studies **shall** be used as the basis for adjusting legal speeds and shall include 1) measurement of prevailing speed characteristics, including the 85th percentile; 2) evaluation of reported crash experience in the past five years; 3) assessment of roadway's geometrics; 4) Determination of the 10 mph pace; 5) determination of the average speed; and 6) evaluation of density and roadside development. There are other criteria that should be included in the study but suffice to say, they are not compelling in this situation.

The items discussed in this report do not warrant a reduced speed but actually would support raising the speed limit based on the 85th percentile speeds. As noted at the BOPW in November, if drivers are driving at speeds well above the posted 25 mph, new signs posted at 15 mph will not change that behavior.

Absent an engineering study that supports a reduction in speed, lowering the speed limit is not an option.

Stop Sign:

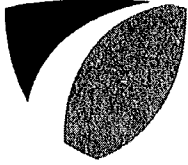
The guidelines for stop sign placement conclude with a statement that "*Recommendation by the Engineering and Police Department shall be considered in deciding upon the placement of this sign.*" Based on the marginal intersection counts, the Engineering Department would support a decision to make W. Hilltop Lane and S. 42nd Street an intersection with stop signs in all directions- ie adding stops to eastbound and westbound W. Hilltop Lane.

If this marginal warrant were used to place a stop sign, some may consider the added stop sign as a nuisance or a speed breaker. Note that the guidelines provide cautions for installing a stop sign where one is installed as a nuisance or speed breaker. It is conceivable that, like many other intersections in Franklin, there will be a significant number of vehicles that do not stop at the stop sign and the Police Department does not have the resources to continually enforce stopping at a new stop sign, thus a placement of a stop sign would prove to provide a false sense of security. The adjacent residents who have requested the installation of a stop sign must be mindful of cautions and understand the limitations of a new stop sign.

Regardless of the BOPW's recommendations and any Common Council's approval, Staff will further evaluate to repost the non-regulatory warning curve sign to a turn (W1-1R/L) with 25 MPH (W13-1P) combination signs.

SUGGESTED MOTION

At the will of the BOPW: *Make a motion to [not] recommend to Common Council to modify Municipal Code 245-3 Stops Required to modify location S. 42nd Street and W Hilltop Lane from "South" – "S 42nd Street" to "Any Direction" – "Intersection of S 42nd Street and W. Hilltop Lane"*



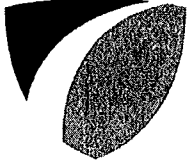
Compliance & Risk Report

Hilltop, 4211 West Hilltop Lane, EB

Start: 2022-12-12
End: 2023-01-04
Times: 0 00-23 59

Medium Risk Threshold: Speed Limit + 10
High Risk Threshold: Speed Limit + 20
Speed Range: 1 to 150
Time View: By Hour (Total Volumes)

Time	Speed Limit	Mode	Compliance	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	25	Display Off	46	30	3	0	79
1:00	25	Display Off	37	27	1	0	65
2:00	25	Display Off	27	29	0	0	56
3:00	25	Display Off	9	1	0	0	10
4:00	25	Display Off	52	10	0	0	62
5:00	25	Display Off	67	45	0	0	112
6:00	25	Display Off	201	59	5	0	265
7:00	25	Display Off	410	251	7	0	668
8:00	25	Display Off	483	249	12	0	744
9:00	25	Display Off	471	278	18	0	767
10:00	25	Display Off	461	268	10	0	739
11:00	25	Display Off	531	322	18	0	871
12:00	25	Display Off	664	441	26	0	1131
13:00	25	Display Off	587	351	25	1	964
14:00	25	Display Off	699	477	25	0	1201
15:00	25	Display Off	781	560	31	4	1376
16:00	25	Display Off	795	461	16	0	1272
17:00	25	Display Off	676	391	14	0	1081
18:00	25	Display Off	577	305	6	0	888
19:00	25	Display Off	355	231	7	0	593
20:00	25	Display Off	326	166	8	0	500
21:00	25	Display Off	277	146	5	0	428
22:00	25	Display Off	129	79	11	2	221
23:00	25	Display Off	72	48	6	0	126
Total			5733	5225	254	4	14219



Start 2022-12-12

End. 2023-01-04

Times: 0:00-23:59

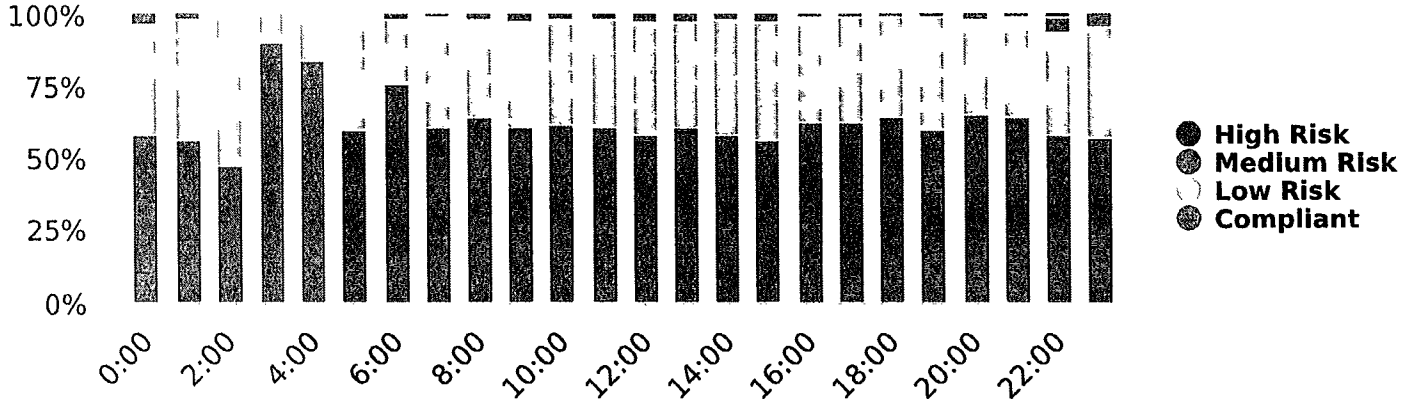
Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

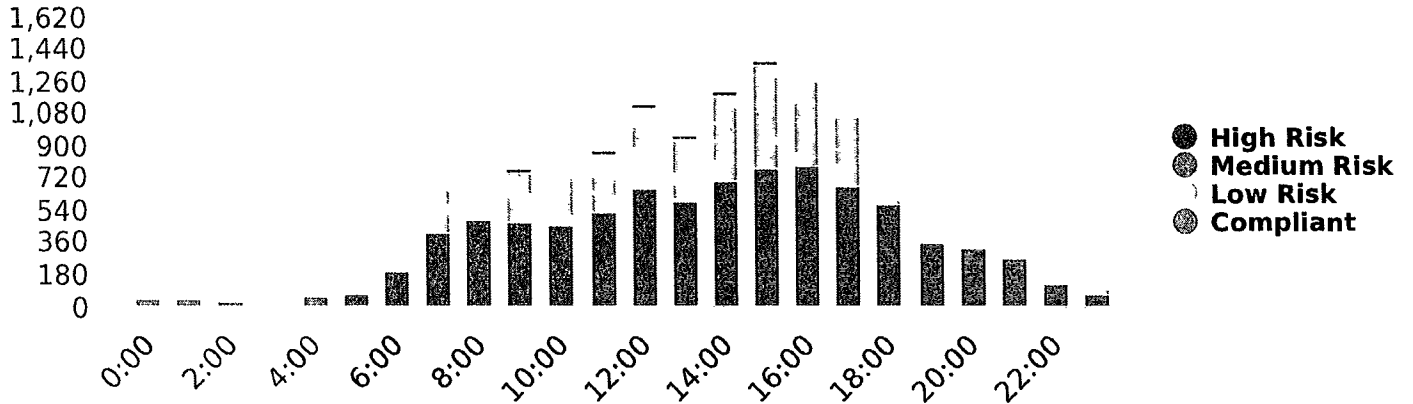
Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

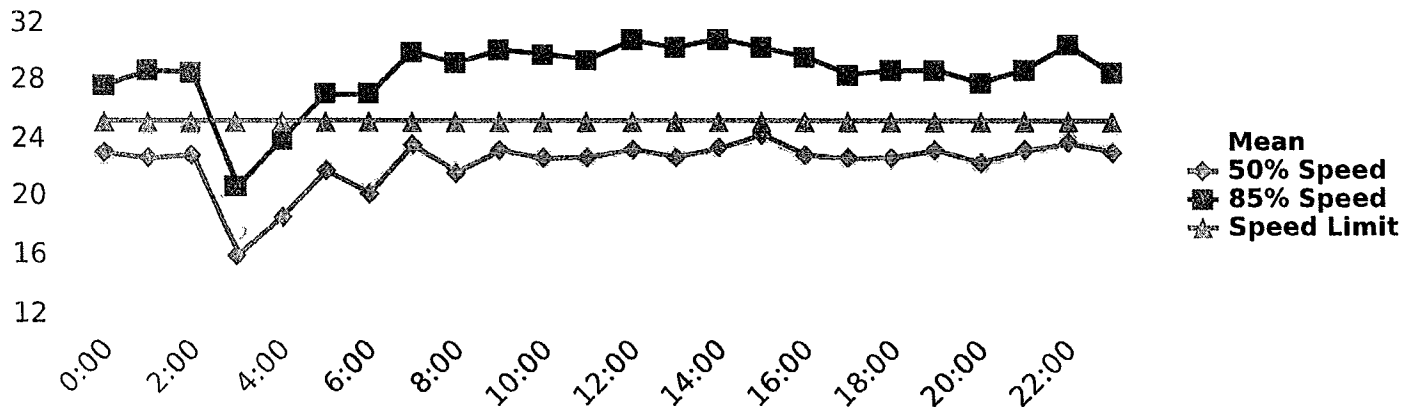
Compliance % by Hour (Totals)

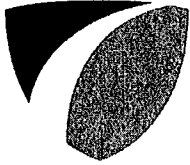


Compliance by Hour (Totals)



Speeds





Compliance & Risk Report

Hilltop, 4236 West Hilltop Lane, WB

Start 2022-12-12

End: 2023-01-04

Times: 0:00-23:59

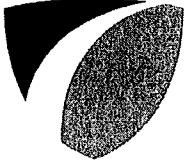
Medium Risk Threshold Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

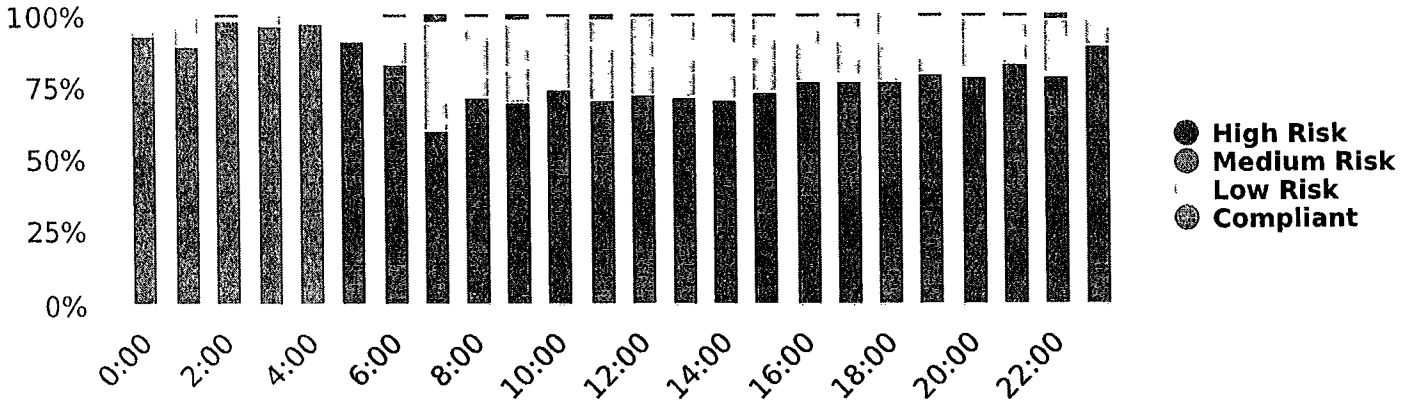
Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	25	Display Off	167	13	0	0	180
1:00	25	Display Off	73	9	0	0	82
2:00	25	Display Off	95	1	1	0	97
3:00	25	Display Off	114	4	0	0	118
4:00	25	Display Off	194	5	0	0	199
5:00	25	Display Off	288	27	0	0	315
6:00	25	Display Off	419	83	4	0	506
7:00	25	Display Off	586	357	25	0	968
8:00	25	Display Off	514	199	8	0	721
9:00	25	Display Off	588	244	13	0	845
10:00	25	Display Off	652	212	8	0	872
11:00	25	Display Off	627	247	14	0	888
12:00	25	Display Off	722	262	7	0	991
13:00	25	Display Off	630	243	11	0	884
14:00	25	Display Off	639	261	5	0	905
15:00	25	Display Off	797	286	7	0	1090
16:00	25	Display Off	946	279	9	1	1235
17:00	25	Display Off	813	232	5	0	1050
18:00	25	Display Off	577	171	2	0	750
19:00	25	Display Off	482	115	4	1	602
20:00	25	Display Off	351	89	5	0	445
21:00	25	Display Off	398	75	4	0	477
22:00	25	Display Off	169	41	4	0	214
23:00	25	Display Off	210	26	0	0	236
Total			11051	3481	136	1	14670



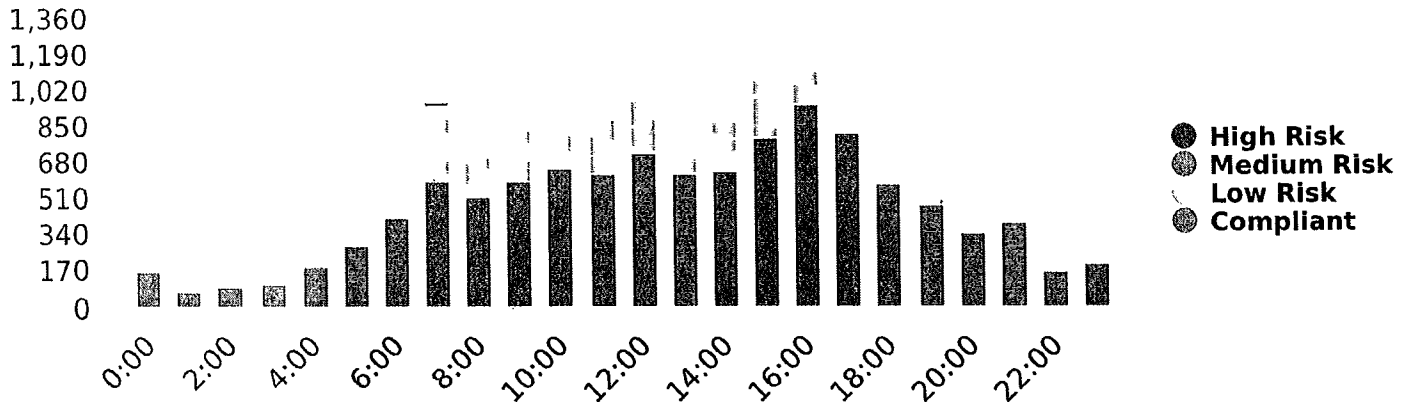
Start 2022-12-12
 End: 2023-01-04
 Times: 0 00-23:59

Medium Risk Threshold: Speed Limit + 10
 High Risk Threshold: Speed Limit + 20
 Speed Range: 1 to 150
 Time View: By Hour (Total Volumes)

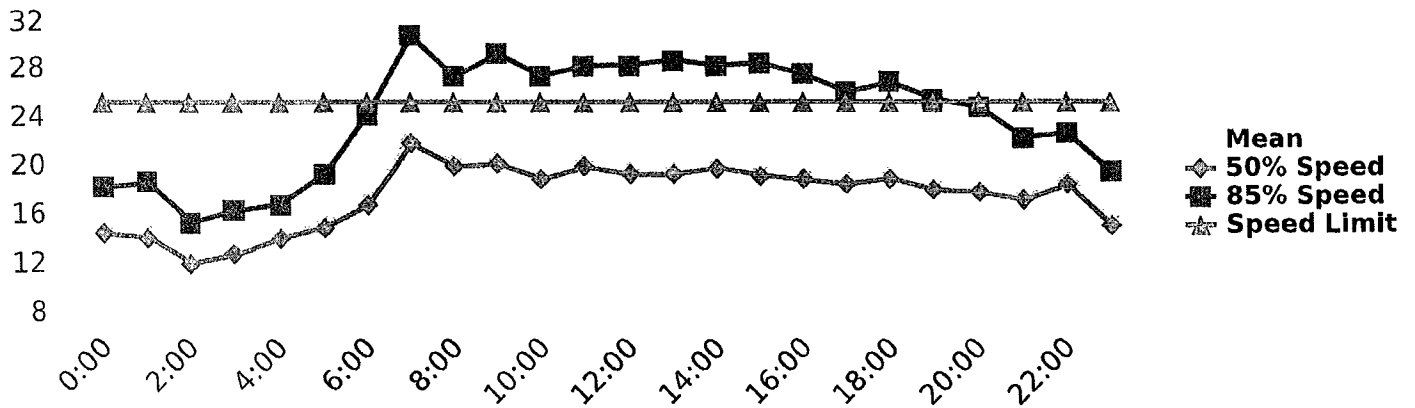
Compliance % by Hour (Totals)

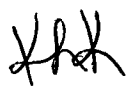


Compliance by Hour (Totals)



Speeds



<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;">1/17/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to Authorize Carry Forward of Unused 2022 Appropriations, for Use in 2023, in the Amount of \$2,917,899</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G. 21.</p>

The following items, currently included in the 2022 Budget, are being requested for carryover into 2023, so that the initiatives may be completed in 2023 with the authorized 2023 budgeted funds:

- 1) *Initiative:* Website Redevelopment
Amount: \$18,600
Account: 41-0144-5843, Capital Outlay Fund-Information Services, Software
Reason: Staff is requesting carryover of these funds to make improvements to the website including: the addition of an urgent alert message panel, the addition of a banner allowing for rotating images, the expansion of authors and editors for the site to be able to improve managing content and keeping data fresh, addition of subscription management to allow interested parties to sign up for notifications of website information, training on the Google Analytics functionality, some auditing for content and accessibility, reorganization of pages, and other improvements as needed. It was expected that this would be a 2022 project, however other projects/initiatives took more precedence and this project will be re-initiated when possible in 2023.

- 2) *Initiative:* Ken Windl Pavilion Repairs
Amount: \$65,000
Account: 41-0551-5822, Capital Outlay Fund-Parks, Building Improvements
Reason: Staff is requesting to carryover \$65,000 for this initiative that has been needed for some time, and was approved and budgeted in 2021, and carried over to 2022. With the Buildings and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc. (IRS), to move this, and other facility related projects, forward. This project will be included in the next round of IRS projects, with the work being completed as soon as possible in 2023.

- 3) *Initiative:* Inspections Limited-Term Temporary Help
Amount: \$66,000
Account: 01-0231-XXXX, General Fund – Inspection Services, Various Payroll Accounts
Reason: Staff is requesting to carryover the remaining \$66,000 to preserve the option of hiring limited-term temporary help for the Inspection Services Department to use and assign as needed. This includes various, appropriately-licensed, commonly-retired individuals to supplement our response in the Department. These funds have been carried over in previous years, used sparingly, and will not be replaced when spent.

- 4) *Initiative:* Merit Pay Pool
Amount: \$73,200
Account: 01-XXXX-XXXX, General Fund-Variou Functions, Appropriate Payroll Accounts
Reason: Staff is requesting to carryover the \$36,600 that was budgeted for 2021 and \$36,600 that was budgeted in 2022, to be used for merit increases, and was not spent due to not having developed the merit plan in 2021/2022. As discussed at budget time, the classification and compensation plan that was approved and implemented approximately six years ago, includes a merit element that allows employees to achieve placement over the 65% level in their pay grade; however, no merit plan has been developed to date, which is creating an issue with retention as

employees progress in their positions. This carry over will allow the implementation of the merit portion of the pay plan only after such plan is approved by the Council. Staff will be working on this project as staffing and priorities allow in 2023.

5) *Initiative:* Security Improvements

Amount: \$350,000 (City Hall) and \$247,000 (Police Department)

Account: 46-XXXX-XXXX, Capital Improvement Fund-Variou Functions, Various Accounts

Reason: Staff is requesting to carryover \$350,000 that was budgeted for security improvements at City Hall, as well as \$247,000 that was budgeted for the replacement of the video surveillance system at the Police Department. This initiative is just getting back on track after having other projects supersede it priority wise in 2021/22; the actual improvements will be completed in 2023. There are a number of needed improvements, including: cameras, interior and exterior; door access control; alarm availability, access, and management; electronic timekeeping; hallway safety; security glass; an emergency plan; training; and other related improvements as needed. Since the \$350,000 may not suffice for all needed improvements at City Hall, staff will monitor the year end numbers and consider an additional request depending on the project needs, available funding, and other City priorities.

6) *Initiative:* Senior Travel Program

Amount: \$17,811

Account: 01-0521-5721, General Fund-Recreation, Senior Citizen Travel

Reason: Basil Ryan is requesting to carryover \$5,711 of unspent 2021 funds and all \$12,000 of the budgeted 2022 funds for this purpose, to be used in 2023. The request is due to not having the ability to use all the funds in 2022 because many venues continue to operate with limited hours and limited attendance capacity, and some not at all. Since he is unable to predict when venues will return to full operating hours and full attendance capacity, he asks that all previously allocated funds continue to be carried over. Because of the success of the program, the majority of the trips in 2023 required three buses. At this successful pace, when more venues open up, the carry over funds along with the current allocation, a total of \$29,811, will be exhausted.

7) *Initiative:* Franklin Senior Citizens, Inc.

Amount: \$5,466

Account: 01-0521-5723, General Fund-Recreation, Senior Citizen Activities

Reason: The Franklin Senior Citizens, Inc. Board is requesting to carryover \$5,466 of unspent 2022 funds for this purpose, to be used in 2023, in addition to the \$10,000 budgeted in 2023. The request is due to the group reorganizing midway through 2022 and not utilizing any funds in the beginning of the year. The renewed initiative for Franklin Seniors, currently 125 plus members strong, will utilize the funds to function financially without raising the cost of annual dues and monthly meal costs in 2023.

8) *Initiative:* IT Security

Amount: \$54,287

Account: 01-0144-XXXX, General Fund-Information Services, Data-Processing/Telephone and 41-0144-XXXX, Capital Outlay Fund, IT Replacement Servers

Reason: Staff is requesting to carryover \$54,287 of unspent 2022 funds for needed IT security initiatives that were identified as high priority in 2022, to be used in 2023. This includes the continuation of the Security Information and Event Management System approved in September of 2022.

9) *Initiative:* City Facilities - Improvements

Amount: \$350,000

Account: 4X-XXXX-XXXX, Capital Funds, Various Departments

Reason: Staff is requesting to carryover the \$350,000 of 2022 funds for this purpose. With the Buildings

and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021, to move forward this and other facility related projects. The 2021 carried over funds were used in 2022 for the first round of projects. Note that the City infrastructure needs far exceed this amount, however, with the funds approved through the budget, the highest priority projects will be completed.

10) *Initiative:* Build City Fiber Infrastructure Network

Amount: \$1,190,630

Account: 46-0181-5846.9650, Capital Improvement Fund-Buildings

Reason: Staff is requesting to carryover these budgeted and approved funds to complete the design and bidding, and construct the City's fiber optic network to be used for City business purposes. The funding source for this project is the Federal ARPA Funding. Specifications are currently being finalized so that bids may be obtained on the same in the near future; this work will be completed as soon as possible in 2023.

11) *Initiative:* City Phone System Replacement

Amount: \$185,000

Account: 41-0181-5812, Capital Outlay Fund-Municipal Buildings, Furniture/Fixtures

Reason: Staff is requesting to carryover these budgeted funds to move forward with the much-needed replacement of the City Phone System. The replacement will provide current technology, lower annual maintenance costs by more than \$20,000, incorporate all City facilities, and be able to be administered by City staff. Research on the project commenced in 2022, with the project ready to go to RFP in early 2023.

12) *Initiative:* Furniture/Fixtures – City Hall Lobbies/Council Chambers

Amount: \$4,910

Account: 41-0181-5812, Capital Outlay Fund-Municipal Buildings, Furniture & Fixtures

Reason: Staff is requesting to carryover the unspent 2022 funds that have been earmarked to freshen up the lobbies/Council Chambers at City Hall.

13) *Initiative:* Health Department Vehicle

Amount: \$30,000

Account: 41-0411-5811, Capital Outlay Fund-Health Department, Auto Equipment

Reason: Staff is requesting to carryover these funds due to vehicle ordering parameters. When communicating with the automotive company to prepare quotes prior to purchase in early fall of 2022, it was indicated that the vehicle ordering window for 2023 model years was closed and quotes and purchases would need to occur for 2024 vehicle models in late spring of 2023. Based on this provided timeline, the Health Department will begin the purchasing process in the near future.

14) *Initiative:* DPW – Curb & Gutter Replacements

Amount: \$35,000

Account: 47-0331-5823, Street Improvement Fund-Highway, Street Extension/Improvement/Construction

Reason: Staff is requesting to carryover the unspent 2022 funds due to a combination of supply chain issues, along with labor shortage at our known vendors.

15) *Initiative:* DPW – Street Lighting

Amount: \$91,690

Account: 46-0331-5834.9693, Street Improvement Fund-Highway, Lighting

Reason: Staff is requesting to carryover the unspent 2022 funds due to a combination of supply chain issues, along with labor shortage at our known vendors.

16) *Initiative:* DPW – Guardrail Replacements

Amount: \$60,000

Account: 41-0331-5823, Capital Outlay Fund-Highway, Street Extension/Improvement/Construction

Reason: Staff is requesting to carryover the unspent 2022 funds due to a combination of supply chain issues, along with labor shortage at our known vendors.

17) *Initiative:* DPW – 2 6,000 De-Icer Tanks

Amount: \$19,980

Account: 01-0331-5364, General Fund-Highway, Salt / De-Icer

Reason: Staff is requesting to carryover the unspent 2022 funds due to the timeframe required to custom make these tanks.

18) *Initiative:* DPW – Blower Units/Chainsaws/High-Speed Chargers

Amount: \$3,325

Account: 01-0551-5247, General Fund-Parks, Parks Maintenance

Reason: Staff is requesting to carryover the unspent 2022 funds due to supply chain issues.

19) *Initiative:* Vehicle – Water/Sewer

Amount: \$50,000

Account: Fund 61/65, \$25,000 each, Asset Purchase, Vehicle

Reason: Staff is requesting to carryover these funds to add to the 2023 budgeted funds to purchase this F-350 Pick-Up Truck.

As noted above, each of the detailed initiatives was part of the authorized 2022 budget that was not able to be completed during the year, so the request is being made to carry the initiatives forward into 2023 so that the funds can be used during 2023 for the identified purpose, in the same manner as previously authorized.

In addition, staff will be analyzing 2022 budgeted capital projects in the near future and submit carryover requests as needed, prior to the 2022 fiscal year being closed, for those items that are not yet complete, or perhaps temporarily delayed, yet still need to be completed.

COUNCIL ACTION REQUESTED

Motion to authorize the carry forward of unused 2022 appropriations, for use in 2023, in the amount of \$2,917,899, and direct staff to prepare a 2023 Budget modification for the same, for Council consideration.

<p>APPROVAL</p> <p><i>JKK</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/17/2023</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>New Housing Fee Report for 2022</p>	<p>ITEM NUMBER</p> <p><i>G.22</i></p>

Attached is a copy of the "New Housing Fee Report for 2022" provided by the Director of Inspection Services. This report is a statutory requirement the City must fulfill on an annual basis under 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report. Section 66.10014(3)(a) of the Act states that the municipality shall post the report on the municipality's website on a web page dedicated solely to the report and titled "New Housing Fee Report"; which the report for 2022 will be posted to the City's website on January 18, 2023. Section 66.10014(3)(b) of the Act also states that each member of the governing body of the municipality receive a copy of the report.

COUNCIL ACTION REQUESTED

Informational item only; no action required. This report is provided to fulfill the requirements of 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report.

New Housing Fee Report for 2022

1. Building Permit Fees (see link below):

<https://www.ecode360.com/attachment/FR1719/FR1719-092a%20Table%201.pdf>

2. Impact Fees:

Table-1 (eff. 1/1/22 to 12/31/22)

IMPACT FEE TYPE	Single Family	Two-Family per Dwelling Unit	Multi-Family per Dwelling Unit
Park	\$2,012 00	\$2,012 00	\$1,307 00
Fire Protection	\$477 00	\$477 00	\$309 00
Law Enforcement	\$545 00	\$545 00	\$355 00
Library	\$354 00	\$354 00	\$230 00
Transportation	\$696 00	\$696 00	\$453 00
Water	\$2,822 00	\$2,822 00	\$2,822 00
Administrative Fee	\$55 00	\$55 00	\$55 00
Fee per Unit	\$6,961 00	\$6,961 00	\$5,531 00
Fee per Building	\$6,961 00	\$13,922 00	Varies by # of Units

Add the following fees for projects located in the southwest sanitary sewer service area

Sewer (Southwest Sanitary Sewer Service Area only)	\$3,501 00	\$5,252 00	\$3,501 00 + \$1,751 00/each add'l unit <u>after</u> 1 st unit
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3. Plat approval fees:

Preliminary Plat - \$0
Plat Amendment - \$0
Final Plat - \$11,500

4. Water & Sewer Connection fees:

(Applies to projects not located in Southwest Sanitary Sewer Service Area)

	<u>Sewer</u>	<u>Water</u>
<u>Single Family Dwelling:</u>	\$600	see "Water" Impact Fee in Section 2 , Table-1
<u>Two-family Dwelling</u>	\$900	see "Water" Impact Fee in Section 2 , Table-1

Multiple-Family Dwelling:

First Unit:	\$600	see "Water" Impact Fee in Section 2 , Table-1
Each Additional Unit:	\$300	see "Water" Impact Fee in Section 2 , Table-1

5. Total amount of fees collected for sections 1-4:

- a. Building Permit fees – **647 Building Permits/Fees collected \$827,102.00**
- b. Impact fees – **Combined with Building Permit Fees under a.**
- c. Park fees - **Combined with Building Permit Fees under a.**
- d. Land dedication or fee in lieu of land dedication requirement - **\$0 collected.**
- e. Plat Approval fees:
 - Preliminary Plats – Fees collected \$0**
 - Plat Amendment – Fees collected \$0**
 - Final Plat (includes Certified Survey Maps) - Fees collected \$11,500**
- f. Storm water management fee – **This fee not charged by City.**
- g. Water or sewer hook-up fee -
 - Sewer connection fees: 71 permits/Fees collected \$175,742.00**
 - Water connection fees: Combined with Building Permit Fees under a.**

6. Total amount of fees collected/No. of housing units:

\$1,014,344.00/102 units = \$9,945/unit

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Krk</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">January 17, 2023</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Assignment and Assumption of Tax Assessment Agreement (Tax Incremental District No. 6) (Tax Assessment Agreement between Strauss Investments, LLC and City of Franklin dated March 1, 2019, as amended, including the Second Amendment to Tax Assessment Agreement dated March 31, 2020), between Strauss Investments, LLC (“Assignor”), Cellco Partnership, a Delaware general partnership, doing business as Verizon Wireless (“Assignee”), and the City of Franklin</p>	<p>ITEM NUMBER</p> <p style="text-align: center;">G.23.</p>

Strauss Investments, LLC sold the property subject to the Tax Assessment Agreement to Cellco Partnership, doing business as Verizon Wireless, on December 15, 2022. The City has received an Assignment and Assumption of Tax Assessment Agreement from Attorney Jake Remington on behalf of Cellco Partnership, doing business as Verizon Wireless, a copy of which is annexed hereto. The Tax Assessment Agreement requires any assignment to have the written consent of the City, including upon an assignment of the Agreement to a purchaser of the property.

COUNCIL ACTION REQUESTED

A motion to consent to the assignment of the Tax Assessment Agreement from Strauss Investments, LLC to Cellco Partnership, doing business as Verizon Wireless, and to authorize the Mayor and City Clerk to execute and deliver the Assignment and Assumption of Tax Assessment Agreement.

Document Number

**ASSIGNMENT AND
ASSUMPTION OF TAX
ASSESSMENT
AGREEMENT**

Title

THIS ASSIGNMENT AND ASSUMPTION OF TAX ASSESSMENT AGREEMENT (this “Assignment”) is made and entered into as of the ___ day of _____, 2023 (the “Effective Date”), between Strauss Investments, LLC (hereinafter “Assignor”), Cellico Partnership, a Delaware general partnership, doing business as Verizon Wireless (hereinafter “Assignee”), and the City of Franklin, a municipal corporation (the “City”).

WITNESSETH:

WHEREAS, the City and Assignor entered into that certain Tax Assessment Agreement dated March 1, 2019 and recorded on June 20, 2019 in the Register of Deeds Office for Milwaukee County (the “Register of Deeds Office”) as Document No. 10881212, as amended by that certain First Amendment to Tax Assessment Agreement dated July 29, 2019 and recorded on April 30, 2020 in the Register of Deeds Office as Document No. 10973632, as further amended by that Second Amendment to Tax Assessment Agreement dated March 31, 2020 and recorded on September 23, 2021 in the Register of Deeds Office as Document No. 11166873 (collectively, the “Agreement”); and

WHEREAS, Assignor desires to assign the Agreement to Assignee as provided herein, and the City has agreed to said Assignment as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign, transfer and set over to Assignee all its right, title and interest in and to the Agreement.
2. Assumption. Assignee hereby accepts the assignment made herein and assumes and agrees to perform the obligations and agreements of the Assignor under the Agreement.

Name and Return Address

City of Franklin

c/o City Clerk

9229 West Loomis Road

Franklin, Wisconsin 53132

See Exhibit A

Parcel Identification Numbers

3. Severability. All provisions of this Assignment are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

4. Governing Law. This Assignment shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[REMAINDER INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGES]

ASSIGNEE:

CELLCO PARTNERSHIP, a Delaware general partnership, doing business as Verizon Wireless

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ___ day of _____, 2023, the above named _____, to me known to be the _____ of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said partnership.

(Signature)

(Printed Name)

Notary Public, _____ County, _____

My commission expires: _____

[Signature Page to Assignment and Assumption of Tax Assessment Agreement]

EXHIBIT A

DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map No. 9095, recorded November 28, 2018, as Document No. 10830741, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Less and excepting therefrom the following described land:

Beginning at the west corner of Lot 2 of said Certified Survey Map No. 9095; thence the following courses along the west line of said Lot 2:

South 16°09'38" East, 55.15 feet to a point on a curve;
Southeasterly 188.94 feet along the arc of said curve to the left, whose radius is 252.00 feet and whose chord bears South 37°38'22" East, 184.54 feet;
South 59°07'06" East, 415.52 feet;
South 07°48'36" East and then along the west line of Outlot 1 of said Certified Survey Map, 124.97 feet to a point on a curve;

Thence northwesterly 121.51 feet along the arc of said curve to the left, whose radius is 190.00 feet and whose chord bears North 40°47'53" West, 119.45 feet; Thence North 59°07'06" West, 356.12 feet to a point of curvature; Thence northwesterly 198.68 feet along the arc of said curve to the right, whose radius is 265.00 feet and whose chord bears North 37°38'22" West, 194.06 feet; Thence North 16°09'38" West, 83.27 feet; Thence North 29°08'47" West, 22.47 feet to the east right of way line of West Loomis Road - State Trunk Highway "36" and a point on a curve; Thence northeasterly 36.00 feet along the arc of said curve to the left and said east right of way line, whose radius is 1979.86 feet and whose chord bears North 74°21'35" East, 36.00 feet.

Together with, part of Outlot 1 of Certified Survey Map No. 9095, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10830741, being a part of the Southeast ¼ of the Northwest ¼ of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 1 of said Certified Survey Map No. 9095; thence North 31°05'13" East along the east line of said Lot 1, 632.11 feet; thence North 07°48'36" West along said east line, 555.01 feet to a point on a curve; thence southerly 48.64 feet along the arc of a curve to the right, whose radius is 190.00 feet and whose chord bears South 15°08'38" East, 48.51 feet; thence South 07°48'36" East, 543.63 feet to a point of curvature; thence southwesterly 128.99 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 11°38'18" West, 126.52 feet; thence South 31°05'13" West, 282.33 feet to a point on a curve; thence southwesterly 75.12 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 42°24'51" West, 74.64 feet; thence South 53°44'29" West, 143.69 feet to the Point of Beginning.

SAID PROPERTY NOW BEING KNOWN AS:

LOT 83 OF RYAN MEADOWS, BEING LOTS 1, 2 AND 3 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 9095, AND ADDITIONAL LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL INSECTION 30, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Tax Parcel No.: 891-1083-000 (formerly known as 891-9007-002)

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">January 17, 2023</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Franklin Community Advocates, et al v City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.24.</p>

COUNCIL ACTION REQUESTED

As *Franklin Community Advocates, et al v City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031 is a litigation matter which is in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p>APPROVAL</p> <p><i>[Handwritten Signature]</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>January 17, 2023</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p><i>Franklin Community Advocates v. City of Franklin</i>, Milwaukee County Circuit Court, Case No. 22-CV-523. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p>ITEM NUMBER</p> <p>G.25.</p>

COUNCIL ACTION REQUESTED

As *Franklin Community Advocates v. City of Franklin*, Milwaukee County Circuit Court, Case No. 22-CV-523 is a litigation matter which is in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JJK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/17/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements) at 2895 W. Oakwood Road bearing Tax Key No. 951-9994-003. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.26.</i></p>

This item was held over until the 1/17/2023 Meeting; however, it will not be ready for consideration/action until a future meeting. The item will be presented as soon as possible.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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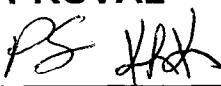
<p>APPROVAL</p> <p><i>KKK</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/17/2023</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p><i>BPC County Land, LLC v. City of Franklin, Milwaukee County Circuit Court Case Nos. 2019-CV-008963 and 2021-CV-005581. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p>ITEM NUMBER</p> <p><i>G.27.</i></p>

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/17/2023
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated December 30, 2022, December 31, 2022 and January 3, 2023 through January 12, 2023, Nos 190740 through Nos 191086 in the amount of \$ 3,254,064 76 Also included in this listing are EFT's Nos 5199 through EFT Nos 5209, Library vouchers totaling \$ 18,102 54, Water Utility vouchers totaling \$ 28,682 55 and Property Tax Refunds in the amount of \$ 43,879 86 Voided checks in the amount of \$ (9,002 12) are separately listed

Early release disbursements dated December 30, 2022, December 31, 2022 and January 3, 2023 through January 11, 2023 in the amount of \$ 415,668 02 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

Attached is a list of property tax disbursements, EFT Nos 438 through Nos 442 dated December 31, 2022 through January 12, 2023 in the amount of \$ 45,492,725 86 \$ 45,450,000 00 represents transfers to temporary investment accounts and \$ 42,725 86 represents refund reimbursements These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

***Included in this listing is a transfer to temporary investments accounts in the amount of \$ 9,500,000 which was approved at the Council meeting on January 3, 2023.*

The net payroll dated January 13, 2023 is \$ 502,337 35, previously estimated at \$ 505,000 Payroll deductions dated January 13, 2023 are \$ 294,916 44 previously estimated at \$ 300,000

The estimated payroll for January 27, 2023 is \$ 460,000 with estimated deductions and matching payments of \$ 475,000

Approval to release payment to American Power Equipment for blower units and chainsaws in the amount of \$ 3,325 39 This payment is dependent on the approval of the carryover at the same meeting

Approval to release payment to Varitech Industries for 2 de-icer tanks in the amount of \$ 19,980 00 This payment is dependent on the approval of the carryover at the same meeting

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 12, 2023 in the amount of \$ 3,254,064 76 and
- Property Tax disbursements with an ending date of January 12, 2023 in the amount of \$ 45,492,725 86 and
- Payroll dated January 13, 2023 in the amount of \$ 502,337 35 and payments of the various payroll deductions in the amount of \$ 294,916 44, plus City matching payments and
- Estimated payroll dated January 27, 2023 in the amount of \$ 460,000 and payments of the various payroll deductions in the amount of \$ 475,000, plus City matching payments and
- Approval to release payment to American Power Equipment in the amount of \$ 3,325 39 and
- Approval to release payment to Varitech Industries in the amount of \$ 19,980 00

ROLL CALL VOTE NEEDED